

State of Florida



# Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

**-M-E-M-O-R-A-N-D-U-M-**

**DATE:** February 25, 2013

**TO:** Ann Cole, Commission Clerk, Office of Commission Clerk

**FROM:** Avy Smith, Public Utility Analyst II, Division of Accounting and Finance

**RE:** Docket No. 120285-SU - Application to transfer wastewater facilities and Certificate No. 137-S in Brevard County from Colony Park Utilities, Inc. to Colony Park Development Utilities, LLC

*Be  
CRP  
ALM*

Please incorporate the attached e-mail and Utility response into the docket file.

RECEIVED-FPSC  
13 FEB 25 PM 1:00  
COMMISSION  
CLERK

DOCUMENT NUMBER-DATE

01006 FEB 25 2013

FPSC-COMMISSION CLERK

**Avy Smith**

**From:** marshnk@aol.com  
**Sent:** Friday, February 22, 2013 2:31 PM  
**To:** Avy Smith  
**Cc:** Bart Fletcher; Andrew Maurey; Cheryl Bulecza-Banks; Robert Simpson; Melinda Watts; Tom Ballinger; Michael Lawson  
**Subject:** Re: Colony Park Utilities, Inc. Transfer (Docket No. 120285-SU)  
**Attachments:** scan0003.pdf, scan0004.pdf

Hi,

As discussed today, please find attached information for item # 1, the Deed for the Utility Property and the agreement between the Utility and the plant operator as well as a copy of his license as requested in item #3.

Additionally, please apply the extra funds paid by us to future RAF's as requested in item # 2 below.

Concerning #4, Legal Description, there has been no change in the service area.

Hopefully, this is all the answers to the unanswered questions remaining to complete your end of the process to get our request to the Commission.

Respectfully,

Marshall Kanner  
 Cell: 954-303-6687  
[marshnk@aol.com](mailto:marshnk@aol.com)

This message is intended only for the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Opinions, conclusions and other information in this message that do not relate to the official business of this sender shall be understood as neither given or endorsed by it.

-----Original Message-----

From: Avy Smith <ASmith@psc.state.fl.us>  
 To: Marshall Kanner <marshnk@aol.com>  
 Cc: Bart Fletcher <BFletche@PSC.STATE.FL.US>; Andrew Maurey <AMaurey@PSC.STATE.FL.US>; Cheryl Bulecza-Banks <CBulecza@PSC.STATE.FL.US>; Robert Simpson <RSimpson@PSC.STATE.FL.US>; Melinda Watts <Mwatts@PSC.STATE.FL.US>; Tom Ballinger <TBallinger@PSC.STATE.FL.US>; Michael Lawson <MLawson@PSC.STATE.FL.US>  
 Sent: Thu, Feb 21, 2013 9:42 am  
 Subject: Colony Park Utilities, Inc. Transfer (Docket No. 120285-SU)

Good Morning Mr. Kanner,

Staff has reviewed the responses to your deficiency letter for Colony Park Utilities, Inc. (Colony Park or Utility). Please provide additional clarification regarding the following issues:

- 1) **Land Ownership** - Although the Purchase Agreement was included in the original application (Exhibit 2), there was no deed attached to the response letter as specified. Please provide a copy of the deed.
- 2) **Refunds Owed** - As of today, February 21, 2013, the Commission owes Colony Park \$886.19 for

2/22/2013

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 FPSC-COMMISSION CLERK

regulatory assessments fees (RAFs) for the period 1/1/2011 through 12/31/2011. If Colony Park would like to apply the RAF refund to future RAFs, please provide a statement stating such.

3) **Plant Operator** - Please provide a statement affirming that the Utility has obtained a licensed plant operator, and the classification (Class A, B, or C,) of the plant operator.

4) **Legal Description** - For your convenience I have attached a copy of Order No. PSC-07-0420-FOF-SU, issued May 14, 2007, containing the most recent legal territory description (page 5). If the legal territory description has changed please provide the appropriate legal territory description. If the current legal territory description is the same, please provide a statement stating such.

If you have any questions, feel free to contact me.

Thank you,

*Aoy Smith*

Public Utility Analyst II  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850  
Phone: (850) 413-6425  
Fax: (850) 413-6426

Prepared by and return to:  
Janis K. Cheezem, Esq.  
Akerman Senterfit  
One SE 3<sup>rd</sup> Avenue, Suite 2500  
Miami, Florida 33131

Folio No.'s: 23-36-15-00-00751.0-0000.00 &  
23-36-15-00-00757.0-0000.00

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made and executed the 27<sup>th</sup> day of September, 2012, by FCB CENTRAL HOLDINGS, LLC, a Delaware limited liability company, whose street address is 2500 Weston Road, Weston, FL 33331, hereinafter called the Grantor, to COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, whose address is 4000 Hollywood Boulevard, Suite 500 N, Hollywood, FL 33021, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH:** That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, (i) all that certain land situate in Brevard County, Florida, more particularly described in the attached Exhibit "A" (the "Property"); and (ii) all that certain additional property more particularly described in the attached Exhibit "B" (the "Additional Property"), IF ANY.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to real estate taxes for 2012 and subsequent years and all matters of record, without the intention of reimposing same.

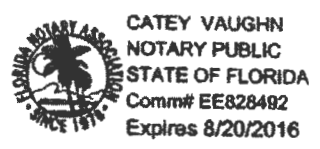
IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:	FCB CENTRAL HOLDINGS, LLC, a Delaware limited liability company
Sign Name: <u>Catey Vaughn</u> Print Name: <u>Catey Vaughn</u>	By: <u>[Signature]</u> Larry Benton, Manager
Sign Name: <u>Mariah Tucker</u> Print Name: <u>Mariah Tucker</u>	

STATE OF FLORIDA )  
 ) SS:  
 COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2012, by Larry Benton, as Manager of FCB CENTRAL HOLDINGS, LLC, a Delaware limited liability company, in the capacity aforestated; such person is personally known to me.

	Sign Name: <u>Catey Vaughn</u>
	Print Name: <u>Catey Vaughn</u>
My Commission Expires: <u>8/20/2016</u>	Notary Public
	Serial No. (none if blank): _____
[NOTARIAL SEAL]	



**Exhibit "A" to Special Warranty Deed**

(Legal Description)

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E. 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 638.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees, 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

**Exhibit "B" to Special Warranty Deed**

(Additional Property, IF ANY)

1. Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.
2. All right, title and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads or avenues, opened or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.

## INDEPENDENT CONTRACTOR AGREEMENT

This agreement, made the 1<sup>st</sup> day of January 2013, by and between Colony Park Development Utilities LLC as Company and Robert and Linda Murphy as Independent Contractor.

Independent Contractor is willing to perform certain skills and abilities to the Company that the Company has needs for.

In consideration of the mutual terms and conditions hereinafter set forth, Company and Independent Contractor agree as follows;

1. The Company hereby employs the Independent Contractor and the Independent Contractor accepts employment.
2. Company shall pay to Independent Contractor as compensation for services provided pursuant to this agreement, the amount of seven hundred dollars (700.00), due by the fifth, each month. Payments to be made by cash or check to: Robert Murphy.
3. The Independent Contractor shall provide the following routine services to the Company:
  - a. The State of Florida certified wastewater treatment plant operators Robert L. Murphy (WW-10129C) and Linda S. Murphy (WW-5101A) will be responsible for all required routine sampling and documentation according to State (DEP) and Federal (EPA) permit requirements.
  - b. A minimum of six (6) visits per week for a half hour each visit as permit requires.
  - c. Daily routine operations and care of the treatment plant.
  - d. Monthly discharge monitoring reports (DMR's)/ twelve (12) per year.
  - e. Monthly sampling and delivery to the laboratory for biochemical oxygen demand (CBOD5), total suspended solids (TSS) and fecal coliform analysis (FC).
  - f. Daily routine maintenance of the treatment plant.
  - g. Annual sampling and delivery to the laboratory for influent analyses including CBOD5 and TSS and for effluent Nitrates (NO3). We utilize the City of Titusville's environmental laboratory. The lab is located at the Blue Heron Treatment plant. Titusville is a State of Florida NELAC certified lab, I.D. #1210023-01. All billing for laboratory services shall be the responsibility of the Company.
  - h. Any and all supplies purchased by the Contractor for the operation and maintenance of the facility shall consist of a receipt, including an explanation for the purchase, delivered to the Company to be reimbursed by the Company within thirty (30) days of the purchase. These items include bleach, soap, rags, towels, oils, air filters, belts, tubing and bleach pump replacement parts.



- i. Any purchase by the Contractor exceeding fifty dollars (\$50.00) shall require prior approval from the Company.
- j. Other repair projects not anticipated nor part of routine duties will be billed at the rate of forty dollars (40.00) per hour requiring two operators due to safety precautions and requiring prior approval.
- k. Projects for plant improvements, renovations, refurbishments and/or requested/required by the regulatory agencies (DEP or EPA) shall be agreed upon by the Company and Independent Contractor on a case-by-case basis.
- l. Non-routine correspondence required by the regulatory agencies (DEP and EPA) will be billed at the rate of twenty dollars (\$20.00) per response letter.

We guarantee our services to be reliable and dependable and our work quality to exceed your expectations. We look forward to working with the Company for many years to come.

Respectfully,

*Robert L. Murphy*  
*Linda S. Murphy*

Robert (Bob) L. Murphy, WW-10129C Cell (321) 626-3365  
Linda (Lynn) S. Murphy, WW-5101A Cell (321) 626-1751  
266 Coronada Blvd. Home (321) 269-1719  
Titusville, Fl. 32780-5705

**State of Florida**  
**Department of Environmental Protection**

LICENSE NO.: 0010129      DATE ISSUED: 4/29/2011

CLASS C WASTEWATER TREATMENT PLANT OPERATOR

ROBERT L. MURPHY

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 4/30/2013