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April 22, 1991

Mr. Steve Tribble, Director
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, FL 32399-0850

Hand-Delivery

RE: Complaint of Sandy Creek Airpark,
Inc. against Sandy Creek Utilities, Inc.

~~Docket No. 910111-08~~

Dear Mr. Tribble:

Enclosed for filing please find an original and fifteen (15) copies of RESPONSE TO SANDY CREEK AIRPARK, INC.'S FIRST AMENDED COMPLAINT AND PETITION in reference to the above case.

Please acknowledge receipt of this document by stamping the enclosed extra copy of this letter and returning same to my attention. Thank you for your assistance.

Very truly yours,

B. Kenneth Gatlin

B. Kenneth Gatlin

- ACK
- AFA
- APP
- CAF BKG/dc
- CMU
- CTR Enclosures
- EAG cc: F. Marshall Deterding, Esquire
- LEG 1
- LIN 6
- OPC 1
- RCH
- SEC 1
- WAS
- OTH

DOCUMENT NUMBER-DATE

03842 APR 22 1991

REC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Sandy)
Creek Airpark, Inc., against)
Sandy Creek Utilities, Inc.)

Docket No. 910111-WS
Filed: April 22, 1991
FL. BAR #0027966

RESPONSE TO SANDY CREEK AIRPARK, INC.'s FIRST AMENDED
COMPLAINT AND PETITION

Sandy Creek Utilities, Inc., (SCU) files this its Response and Answer to the First Amended Complaint of Sandy Creek Airpark, Inc., (SCA) and states:

1. (a) SCU denies that Rule 25-30.560, F.A.C. is applicable herein since SCU has not filed for a change in its service availability policy or charges and the Commission has not initiated a show cause proceeding to require SCU to change such policy or charges.

(b) Section 367.045, F.S. is not applicable to this proceeding because Section 367.045 deals with the authority and power of the Commission in considering and ruling upon an application for a certificate. There is no such application before the Commission in this docket.

2. In response to paragraph 1 of the complaint, a docket number of 910111-WS has been assigned to this case.

3. The Respondent, SCU, admits the allegations in paragraph 2 of the Complaint.

4. SCU admits that SCA is the owner of property for which it seeks utility service, however such property for which the utility service is sought is not within the certificated territory of SCU.

5. In response to paragraph 4 of the complaint, Respondent

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REG-RECORDS/REPORTING

states there are disputed issues of fact as will be set forth later.

6. SCU admits the allegation in paragraph 5(a) of the Complaint.

7. SCU admits the allegation in paragraph 5(b) of the Complaint.

8. In response to paragraph 5(c), SCU says that SCA has inquired about utility service to phase 2 of Sandy Creek Airpark but has refused to enter into a developer agreement as defined by Rule 25-30.515(6), F.A.C.

9. SCU denies the allegations in paragraph 5(d) saying further that Rule 25-30.530 is not applicable to this controversy.

10. In response to paragraph 5(e), SCU denies and states affirmatively that the facilities constructed to be connected with the apparent purpose to be interconnected with SCU facilities are not adequate and do not meet the requirements of the Department of Environmental Regulation nor the Florida Public Service Commission. The SCA facilities were constructed without the required DER permit.

11. In response to paragraph 5(f), SCU is without knowledge as to SCA's necessity for written assurances that SCU intends to provide utility service to the lots contained in Phase II of Sandy Creek Airpark. However, in order for SCU to give any such assurance to SCA, it is necessary that SCA and SCU enter into a developers agreement as defined by Rule 25-30.515(6), F.A.C. Such agreement must provide for the payment of plant capacity charges

and other appropriate charges so that capacity for the lots in Phase II of Sandy Creek Airpark will be reserved and available when needed by the purchasers of said lots.

12. In response to paragraph 5(g) of the Complaint, SCU denies that Phase I and Phase II of the Airpark is in the certificated area de facto or otherwise of SCU.

13. In response to paragraph 5(h), SCU has adequate capacity to serve Sandy Creek Airpark only if one disregards the capacity needed to serve future customers within SCU's certificated service area. As a precondition to any requirement of SCU extending service outside its certificated service area to Sandy Creek Airpark, the Commission should first require Sandy Creek Airpark to enter into an appropriate developers agreement and to pay appropriate service availability charges, including a capacity charge. This would ensure that SCU has the continued ability to provide service needed within its certificated service area. In further response to paragraph 5(h), the facilities which SCA reports it is ready, willing and able to provide by bill of sale to SCU are not constructed to standards and specifications that will be required by DER, SCU and the PSC.

14. SCU denies the allegations contained in paragraph 5(i).

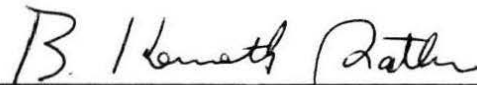
15. SCU denies the allegations contained in paragraph 5(j) and states that SCA has not authorized SCU to draft a Developers Agreement nor has SCA agreed to discuss the written terms of such an agreement.

WHEREFORE, Sandy Creek Utilities, Inc. requests that the Commission:

1. Inform Sandy Creek Airpark, Inc. that if it wishes to receive utility service from Sandy Creek Utilities, Inc., it must enter into a developers agreement as contemplated by the rules of the Commission, and bear its fair share of the costs of such extension of service by payment of appropriate service availability charges, including a capacity charge.
2. Order that facilities within Sandy Creek Airpark, Inc., Airpark Phase II are not adequate to be interconnected with the facilities of Sandy Creek Utilities, Inc.

DATED this 22nd day of April, 1991.

Respectfully submitted,



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Attorneys for
SANDY CREEK UTILITIES, INC.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the RESPONSE TO SANDY CREEK AIRPARK, INC.'s FIRST AMENDED COMPLAINT AND PETITION has been furnished by hand-delivery to: F. Marshall Deterding, Esquire, ROSE, SUNDSTROM & BENTLEY, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301 on this 22nd day of April, 1991.


B. KENNETH GATLIN