

Dorothy Menasco

From: Filings@psc.state.fl.us
Sent: Monday, June 23, 2008 1:33 PM
To: 'kaydkm@yahoo.com'
Cc: Ruth Nettles; Kimberley Pena
Subject: RE: complaint

FPSC, CLK - CORRESPONDENCE		
<input type="checkbox"/> Administrative	<input type="checkbox"/> Parties	<input checked="" type="checkbox"/> Consumer
DOCUMENT NO. 01629-08		
DISTRIBUTION: _____		

Ms. McAfee,

Complaints serve as a valuable source of information to the Florida Public Service Commission (PSC). In order to allow the PSC to more efficiently process its customer complaints, all customers are asked to send complaints to the PSC in the following manner:

* If you choose to fax your complaint, please fax it to (800) 511-0809.

* E-mailed complaints should be sent to: Contact@psc.state.fl.us

We have forwarded your complaint to our Division of Regulatory Compliance and Consumer Assistance, as they handle consumer complaints.

Dorothy Menasco

FPSC

Office of Commission Clerk

850-413-6330

From: Kay McAfee [mailto:kaydkm@yahoo.com]
Sent: Saturday, June 21, 2008 2:06 PM
To: Filings@psc.state.fl.us
Subject: complaint

I have ATT wireless and ATT home phone service. I had made arrangements for payment on my cell phone, but too much had been taken out (\$125) of my checking. I called my land line billing department to explain my situation. I spoke with John Anzaloe, a representative. I explained that ATT wireless cannot refund the money until I have a statement from the bank that it had been processed. Then I have to fax the info. After ten plus business days I would receive a check for \$125. I explained all of this to John Anzaloe to no avail. He was not listening unwaivering and just kept repeating the bill had to be paid by the 24th of June. I asked to speak to his supervisor. Michael Underwood, supervisor was of no help, not even trying to understand. He repeated word for word what the service representative stated. ATT has my money, but in the wrong pocket. No one is willing to help or try to even be compassionate. My service is to be cut off on the 24th. I want the service to be held for payment until the fifteenth(15th) of

6/23/2008

July so I will receive the check from ATT wireless. There are notes with my wireless (904 566-6517) and I have no idea if there are any kind of notes on my home phone (904 646-3362). I am very frustrated because ATT does not know the right hand has the money the left hand wants. The wireless service has been exasperating in understanding and helping. HELP!!! Kay McAfee *This color is an experiment*

Dorothy Menasco

From: Rhonda Hicks
Sent: Monday, June 23, 2008 1:21 PM
To: Ruth Nettles
Cc: Dorothy Menasco; Kimberley Pena
Subject: RE: complaint

We'll handle. thanks

From: Ruth Nettles
Sent: Monday, June 23, 2008 1:18 PM
To: Rhonda Hicks
Cc: Dorothy Menasco; Kimberley Pena
Subject: FW: complaint

Rhonda,
Per Kim's instructions, I am forwarding to you.
Ruth Nettles

From: Kay McAfee [mailto:kaydkm@yahoo.com]
Sent: Saturday, June 21, 2008 2:06 PM
To: Filings@psc.state.fl.us
Subject: complaint

I have ATT wireless and ATT home phone service. I had made arrangements for payment on my cell phone, but too much had been taken out (\$125) of my checking. I called my land line billing department to explain my situation. I spoke with John Anzaloe, a representative. I explained that ATT wireless cannot refund the money until I have a statement from the bank that it had been processed. Then I have to fax the info. After ten plus business days I would receive a check for \$125. I explained all of this to John Anzaloe to no avail. He was not listening unwaivering and just kept repeating the bill had to be paid by the 24th of June. I asked to speak to his supervisor. Michael Underwood, supervisor was of no help, not even trying to understand. He repeated word for word what the service representative stated. ATT has my money, but in the wrong pocket. No one is willing to help or try to even be compassionate. My service is to be cut off on the 24th. I want the service to be held for payment until the fifteenth (15th) of July so I will receive the check from ATT wireless. There are notes with my wireless (904 566-6517) and I have no idea if there are any kind of notes on my home phone (904 646-3362). I am very frustrated because ATT does not know the right hand has the money the left hand wants. The wireless service has been exemperary in understanding and helping. HELP!!! Kay McAfee *This color is an experiment*

LEADING EDGE MARKETING CONSULTANTS

5353 Arlington Expressway Riverton Tower Suite 6-0
Jacksonville, Florida 32211-5540

DISTRIBUTION CENTER
08 JUN -4 AM 7:33

June 2, 2008

Office of the Mayor - The Honorable John Peyton

Subject: Selling the JEA to the Florida Power & Light Group

FPSC, CLK - CORRESPONDENCE		
<input type="checkbox"/> Administrative	<input type="checkbox"/> Parties	<input checked="" type="checkbox"/> Consumer
DOCUMENT NO. 01629-08		
DISTRIBUTION: GCL		

Dear Sir:

Last year, I proposed the sale. Your office authorized Mr. Kirk Sherman the City Council Auditor to assess the value of the JEA. In September of 2006 he advised that the JEA was worth 3.1 million despite a 6.0 billion debt.

I now more firmly believe that the JEA Electric should be sold to the FP&L by negotiating the sales price. As you already know, FP&L owns 40 % of the JEA St. Johns River Power Park and is entitled to receive at least 40 % of the output.

FP&L has a better and more stable long-range fuel supply contracts. FP&L would also provide more stable electric pricing in the near future. FP&L produces power from the following:

Fuel Source	Percentage	Nuclear Operations	
Natural Gas	52 %	St. Lucie	Hutchinson Island, FL
Nuclear	19 %		
Purchased Power	15 %	Turkey Point	Florida City, FL
Oil	8 %		
Coal	6 %		

RECEIVED-FPSC
08 JUN -4 AM 9:03
COMMISSION
CLERK

Enclosed is a copy of page 22 from the FP&L Annual Report that lists their Generating Facilities.

JEA produces power using 60 % coal and 34 % petroleum coke. It is probably possible that the JEA can't avoid raising electric costs over the next four years.

In response to dramatically escalating fuel costs and the growing deficit in the fuel fund of more than \$ 61 million, the JEA Board of Directors voted to raise the variable fuel rate by \$ 15.00 per 1000 kilowatt-hours for the period July 1 through September 30, 2008. Then on October 1, 2008, the fuel rate will be reduced by \$ 6.15 resulting in a net increase of \$ 8.85 per 1000 kWh. The third option calls for no July increase, but an increase of \$ 12.98 per 1000 kWh starting in October. I chose the \$ 12.98 for my calculations.

Enclosed you will find my electric cost comparisons between the JEA and the FP&L. The unit costs come from the respective tariff sheets of the JEA and the FP&L (copies enclosed).

Every one of these FP&L three rate classifications would save: Residential 13.75 %, General Service 9.39 % and General Service Demand 5.38 %.

Currently, the JEA retail electric rates include a cost of 5.50 mils per kilowatt-hour that in 2007 generated a Contribution of \$ 73.1million to the city's General Operating Fund. The FP&L would not be legally allowed to include this millage in their retail unit cost prices.

For your information, in 2007, the Better Jacksonville Plan sales tax of one-half percent generated \$ 70.7 million. The Tax Collectors Office says that about 30 % of this tax comes from visitors, meetings and conventions or about \$ 21.6 million. Therefore, only this balance of \$49.1 million comes from the JEA electric customers.

In 2007, the 10 % Public Service Tax on electric bills generated \$ 47.7 million for the city. The sale to the FP&L would discontinue this tax and create a shortfall for the city of \$ 47.7 million.

JEA Revenue from Residential Sales was \$ 470 million and \$ 463 million from Commercial Sales. Residential Customers would save 13.75 % or \$ 64.6 million. Commercial Customers would save about 7.38 % (an average of 5.38 % and 9.37 %) or \$ 34.2 million.

Contributions were \$ 73.1 million and 43.6 % came from Residential Customers or \$ 31.9 million and 56.4 % came from Commercial Customers or \$ 41.2 million. The elimination of the 10 % Public Service Tax on Contributions would additionally save \$ 3.2 million and \$ 4.1 million respectfully.

There is a 7 % sales tax (6 % State & 1 % City) on the JEA Commercial Sales of Electricity. I don't have the necessary data to determine the savings.

JEA Customers would annually save a combined total of **\$ 179.2** million with \$ 99.7 million in savings for Residential Customers and \$ 79.5 million in savings for Commercial Customers.

The city is currently in a "financial crunch" due to the reduction in city Ad Valorem revenue caused by changes to the Florida Statutes regarding Property Assessment.

At the same time, the city has to build a replacement County Courthouse at an estimated cost of \$ 400 million. As you can see, the revenue from the sale of the JEA will come in mighty handy.

The Jacksonville Journey Against Crime has a projected cost of \$ 36.2 million. The State Attorney's Juvenile Justice Program needs over \$ 20 million to be reactivated. The Don Brewer Early Learning Program could avoid termination with \$ 840,000.

After you consider all the possible mitigating factors, perhaps the city might want to consider a **one-percent** sales tax increase instead of **one-half percent**. All JEA customers would probably "break even" between the savings in FP&L electric costs and the increase of the sales tax to one-percent. Maybe you could cover the current Garbage Fee and Stormwater Fee by including the costs into this tax.

To increase the sales tax, the city would have to hold a Special Election. The approval of a simple majority of the voters would be required.

Best of all, *electric rate increases and these two fees will no longer be a political and public relations problem for your office. Increased revenue for the city would also come from the Ad Valorem Tax Revenue based on the FP&L purchase price.*

Last, but not least, the Water and Sewer System of the JEA can be turned back to City Public Works Department to operate. In 1997, the city had transferred the Water and Sewer System to the JEA because the JEA had a better bond rating and thus a lower bond interest rate for borrowing money. The JEA subsequently refinanced the outstanding bonds to lower interest rates.

I trust that your office will find this proposal worth consideration.

Sincerely,



Thomas J. Thomas, Jr.
President

Telephone: 904-745-8324

Email: Emailtthomas@jones.edu

Georgia Tech Class of 1949

B.S. Industrial Management

Municipal License Code: 772.325

Shell Oil - Manager, Purchasing & Stores
Drew Chemical - Manager, Purchasing & Receiving
Ryder Truck Lines - Director, Purchasing & General Services
American Coolair - Manager, Purchasing & Material Control

Self-Employed - Marketing Consultant
Roux Laboratories - Purchasing Manager
Branchemco - Materials Manager
University of N. Florida - Property Control Accountant

c.c. Mr. Lewis Hay, III
Chairman & Chief Executive Officer
FPL Group, Inc.
P.O. Box 14000
Juno Beach, FL 33408-0420

Rate Comparison - JEA vs. FP&L

JEA RESIDENTIAL RS

1,260 kwh

Average Monthly Consumption

		Cost
Monthly Customer Charge		\$5.50
Energy Charge	\$0.04967	\$62.09
Contribution Charge - 5.50 mils	\$0.00550	\$6.88
Taxable Fuel Charge - Current	\$0.00511	\$6.39
Nontaxable Fuel Charge - Current	\$0.03503	\$43.79
Nontaxable Fuel Charge on Oct 1	\$0.01298	\$16.23
Environmental Charge	\$0.00062	\$0.78
Subtotal		\$141.64
Gross Receipts Tax - 2.5461 %		\$3.63
Public Service Tax		\$7.90
	Total Cost	\$145.27

Calculations for the Public Service Tax of 10 %:

Monthly Customer Charge	\$0.00
Energy Charge	\$62.09
Contribution Charge	\$6.88
Fuel Charge - Taxable	\$6.39
Gross Receipts Tax	\$3.63
Public Service Taxable Total	\$78.98
Public Service Tax	\$7.90

FP&L RESIDENTIAL RS-1

		Cost
Monthly Customer Charge		\$5.34
Energy Charge - first 1,000 kwh	\$0.03403	\$34.03
Energy Charge - addl kwh	\$0.04435	\$11.09
Fuel Charge - first 1,000 kwh	\$0.05227	\$52.27
Fuel Charge - addl kwh	\$0.06227	\$15.57
Environmental Charge	\$0.00040	\$0.40
Subtotal		\$118.70
Franchise Fee - 3 %		\$3.56
	Total	\$122.26
Gross Receipts Tax Charge - 2.5461 %		\$3.04
	Total Cost	\$125.30
	Monthly Savings	\$19.97

13.75% Decrease

JEA GENERAL SERVICE - NON DEMAND GS

2,500 kwh

Estimated Monthly Consumption

		Cost
Monthly Customer Charge		\$7.30
Energy Charge	\$0.04600	\$115.00
Contribution Charge - 5.50 mils	\$0.00550	\$13.75
Taxable Fuel Charge - Current	\$0.00511	\$12.78
Nontaxable Fuel Charge - Current	\$0.03503	\$87.58
Nontaxable Fuel Charge on Oct 1	\$0.01298	\$32.45
Environmental Charge	\$0.00062	\$1.55
Subtotal		\$270.40
Gross Receipts Tax - 2.5461 %		\$6.93
Public Service Tax		\$15.58
Sales Tax - 7 %		\$18.93
	Total Cost	\$311.84

Calculations for the Public Service Tax of 10 %:

Monthly Customer Charge	\$7.30
Energy Charge	\$115.00
Contribution Charge	\$13.75
Fuel Charge - Taxable	\$12.78
Gross Receipts Tax	\$6.93
Public Service Tax Total	\$155.76
Public Service Tax	\$15.58

FP&L GENERAL SERVICE - NON DEMAND GS-1

		Cost
Monthly Customer Charge		\$8.51
Energy Charge	\$0.03927	\$98.18
Fuel Charge	\$0.05565	\$139.13
Conservation Charge	\$0.00143	\$3.58
Environmental Charge	\$0.00040	\$1.00
Subtotal		\$250.39
Franchise Fee - 3 %		\$7.51
	Total	\$257.90
Gross Receipts Tax Charge - 2.5461 %		\$6.61
Sales Tax - 7 %		\$18.05
	Total Cost	\$282.56
	Monthly Savings	\$29.28

9.39% Decrease

JEA - GENERAL SERVICE DEMAND - GSD

		Cost
Monthly Customer Charge		\$7.30
Demand Charge	\$6.16	\$616.00
Energy Charge	\$0.01706	\$119.42
Contribution Charge - 5.50 mils	\$0.00550	\$38.50
Taxable Fuel Charge - Current	\$0.00511	\$35.77
Nontaxable Fuel Charge - Current	\$0.03503	\$245.21
Nontaxable Fuel Charge on Oct 1	\$0.01298	\$90.86
Environmental Charge	\$0.00062	\$4.34
Subtotal		\$1,157.40
Gross Receipts Tax - 2.5461 %		\$29.68
Sales Tax - 7 %		\$81.02
Total Cost		\$1,268.09

7,000 kwh
(estimated)100 KW
(estimated)**FP&L - GENERAL SERVICE DEMAND - GSD-1**

		Cost
Monthly Customer Charge		\$33.10
Demand Charge	\$5.10	\$510.00
Energy Charge	\$0.01392	\$97.44
Fuel Charge	\$0.05564	\$389.48
Conservation Charge	\$0.00133	\$9.31
Environmental Charge	\$0.00380	\$26.60
Subtotal		\$1,065.93
Franchise Fee - 3 %		\$31.98
Gross Receipts Tax Charge - 2.5461 %		\$27.33
Sales Tax - 7 %		\$74.62
Total Cost		\$1,199.85
Monthly Savings		\$68.24

5.38% Decrease

Item 2. Properties

FPL Group and its subsidiaries maintain properties which are adequate for their operations. At December 31, 2007, the electric generating, transmission, distribution and general facilities of FPL represented approximately 45%, 12%, 38% and 5%, respectively, of FPL's gross investment in electric utility plant in service.

Generating Facilities. At December 31, 2007, FPL Group had the following generating facilities:

FPL Facilities	Location	No. of Units	Fuel	Net Capacity (mw) ^(a)
Nuclear				
St. Lucie	Hutchinson Island, FL	2	Nuclear	1,553 ^(b)
Turkey Point	Florida City, FL	2	Nuclear	1,386
Steam turbines				
Cape Canaveral	Cocoa, FL	2	Oil/Gas	792
Cutler	Miami, FL	2	Gas	204
Manatee	Parrish, FL	2	Oil/Gas	1,638
Martin	Indiantown, FL	2	Oil/Gas	1,678
Port Everglades	Port Everglades, FL	4	Oil/Gas	1,219
Riviera	Riviera Beach, FL	2	Oil/Gas	565
St. Johns River Power Park	Jacksonville, FL	2	Coal/Petroleum Coke	250 ^(c)
Sanford	Lake Monroe, FL	1	Oil/Gas	138
Scherer	Monroe County, GA	1	Coal	646 ^(d)
Turkey Point	Florida City, FL	2	Oil/Gas	788
Combined-cycle				
Fort Myers	Fort Myers, FL	1	Gas	1,440
Lauderdale	Dania, FL	2	Gas/Oil	872
Manatee	Parrish, FL	1	Gas	1,104
Martin	Indiantown, FL	1	Gas/Oil	1,104
Martin	Indiantown, FL	2	Gas	956
Putnam	Palatka, FL	2	Gas/Oil	498
Sanford	Lake Monroe, FL	2	Gas	1,916
Turkey Point	Florida City, FL	1	Gas/Oil	1,144
Simple-cycle combustion turbines				
Fort Myers	Fort Myers, FL	1	Gas/Oil	324
Gas turbines/diesels				
Fort Myers	Fort Myers, FL	12	Oil	648
Lauderdale	Dania, FL	24	Oil/Gas	840
Port Everglades	Port Everglades, FL	12	Oil/Gas	420
Turkey Point	Florida City, FL	5	Oil	12
TOTAL				<u>22,135</u> ^(e)

^(a) Represents FPL's net ownership interest in plant capacity.

^(b) Excludes Orlando Utilities Commission's and the FMPA's combined share of approximately 15% of St. Lucie Unit No. 2.

^(c) Represents FPL's 20% ownership interest in each of SJRPP Units Nos. 1 and 2, which are jointly owned with JEA.

^(d) Represents FPL's approximately 76% ownership of Scherer Unit No. 4, which is jointly owned with JEA.

^(e) Substantially all of FPL's properties are subject to the lien of FPL's mortgage.



OKEECHOBEE UTILITY AUTHORITY

100 S.W. 5th Avenue
Okeechobee, Florida 34974-4221

RECEIVED--FPSC

00 MAR -4 PM 4: 29

COMMISSION

CLERK

(863) 763-9460

FAX: (863) 763-9036

February 28, 2008

080132

Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Ref: Blue Heron Golf & Country Club
PSC Water Certificate 629-W

Please find enclosed one original and two copies of the following supporting documentation:

- APPLICATION TFOR TRANSFER TO GOVERNMENTAL AUTHORITY
Form: PSC/ECR 012 (Rev 2/91)
- **PART II FINANCIAL INFORMATION**
 - A) Exhibit 1 - attached
 - B) None reported by current owner
 - C) Exhibit 2 - attached
 - D) Exhibit 3 - attached
 - E) The OUA intends to make the tie-in on or about March 4, 2008

If you need any additional information, please do not hesitate to contact this office.

CMP _____

COM _____

CTR _____

ECR 1

GCL 1

OPC 1

RCA _____

SCR _____

SGA _____

SEC _____

JTH 1

Sincerely,

John F. Hayford
Executive Director

DOCUMENT NO. DATE

01629-08 03/04/08
FPSC - COMMISSION CLERK

BLUE HERON GOLF & COUNTRY CLUB
AGREEMENT FOR TRANSFER AND ACQUISITION
OF WATER DISTRIBUTION SYSTEM

THIS AGREEMENT is effective as of the 11th day of December, 2007, by and between DONALD E. McBRAYER and MARTY STEVENS d/b/a BLUE HERON GOLF & COUNTRY CLUB, (hereinafter collectively referred to as "Blue Heron"), whose mailing address is 601 SE 8th Street, Okeechobee, FL 34974, and the OKEECHOBEE UTILITY AUTHORITY (hereinafter referred to as the "OUA"), whose mailing address is 100 Southwest 5th Avenue, Okeechobee, FL 34974-4221.

WITNESSETH:

WHEREAS, Blue Heron is the owner of a public utilities system which consists of a water supply, treatment and distribution system (hereinafter called "the Water System"); and

WHEREAS, Blue Heron is the holder of Certificate No. 629W issued by the Florida Public Service Commission (hereinafter referred to as the "PSC" or the "Commission"), under which Blue Heron holds the right to provide water supply, treatment and distribution services within a specified service area located within the southeastern portion of the City of Okeechobee, Florida; and

WHEREAS, the OUA provides public utilities, and is the owner of water supply, treatment and distribution systems and sewage collection, treatment and disposal systems which are operated for the benefit of the residents of Okeechobee, Florida and certain adjacent areas of unincorporated Okeechobee County, Florida; and

WHEREAS, the parties agree to comply with the provisions of Section 367.071, Florida Statutes, if necessary; and

WHEREAS, the transfer of the water distribution system has been approved by the Florida PSC with the determination that the transfer is in the public interest, or in the event the closing on the transfer of the water distribution system occurs prior to approval by the PSC then such transfer shall be contingent upon PSC approval; and

WHEREAS, the OUA desires to acquire the water distribution system and other assets from Blue Heron and Blue Heron is willing to transfer the water distribution system and other assets to the OUA, all in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereby agree as follows:

ARTICLE I - DEFINITIONS

As use in this Agreement, the following terms shall have the meanings defined below:

Section 1.01 Water Distribution System shall mean Blue Heron's entire existing water distribution system including all equipment, components, supply transmission and distribution lines, mains, valves, meters, meter boxes and other facilities and all other tangible personal property used in connection with Blue Heron's water distribution system.

Section 1.02 Developer's Agreements - N/A.

Section 1.03 Other Assets shall mean all licenses, permits and other tangible and intangible personal property and assets presently owned by Blue Heron and used in operating the water distribution system. .

Section 1.04 Subject Assets shall mean the Water Distribution System, and the Other Assets.

Section 1.05 Closing Date shall mean 10:00 a.m. on January 15, 2008, or as soon thereafter as feasible.

Section 1.06 Connection shall mean the physical connection of on-site user distribution service laterals to the distribution mains of the Water Distribution System in such fashion that the system is immediately capable of providing the utility service to a user facility through such service laterals. All water connections shall include a meter, meter box and service lateral.

Section 1.07 Development Fees shall mean the capital fee ("impact fee") charged by the OUA for a Connection to the OUA's water system, \$1,650.00 per residential unit.

ARTICLE II - AGREEMENT TO TRANSFER AND ACQUIRE

Blue Heron agrees to transfer the Subject Assets to the OUA and the OUA hereby agrees to acquire the Subject Assets from Blue Heron upon the terms and subject to the conditions of this Agreement.

ARTICLE III - PURCHASE PRICE

Section 3.01 Purchase Price. There shall be no purchase price paid by the OUA to Blue Heron to acquire the Subject Assets.

Section 3.02 Delivery of Bill of Sale by Blue Heron at Closing Date. Blue Heron shall deliver to the OUA at the Closing Date a bill of sale for the Water Distribution System as herein described, free and clear of any and all encumbrances, conforming to the requirements of this Agreement.

ARTICLE IV - BLUE HERON'S AND OUA'S OBLIGATIONS

Section 4.01 Assumption by OUA of Blue Heron's Obligations. The parties acknowledge that Blue Heron is presently required to provide water service pursuant to PSC Certificate No. 629W to operate a public utility. All platted or future lots located within the Blue Heron Service Area shall pay Capital Connection Fees to the OUA that are adopted at the time of building permit application plus the modification and repair surcharge (Section 4.03).

Section 4.02 OUA Rates. The user charges for water service shall be in accordance with Resolution 07-03 of the OUA.

Section 4.03 System Modifications. The OUA and Blue Heron acknowledge that certain modifications and repairs are required to upgrade the water distribution system and connect the existing transmission system to the OUA's water system. The OUA shall be responsible for the design, permitting and construction of the required modifications and repairs and Blue Heron shall be responsible for the actual cost of the connection of the transmission system to the OUA water system; said connection cost to be \$28,430.75 and payable to the OUA by Blue Heron in the following manner: \$7,107.25 paid at closing and the balance of \$21,323.00 to be evidenced by a promissory note bearing interest at the rate of 10% per annum with principal and interest payable in eleven (11) equal successive monthly payments of \$983.95 each and the entire unpaid balance plus accrued interest to be due and payable on the 12th month after closing; said promissory note to be secured by a mortgage encumbering lands owned by Blue Heron in portions of Sections 22 and 27, Township 37 South, Range 35 East, Okeechobee County, Florida.

Section 4.04 Demolition of Existing Water Treatment Facility. Blue Heron shall be responsible for the permitting, planning and removal of the existing water treatment facility.

Section 4.05 Regulatory Matters. Blue Heron shall be and remain responsible for the resolution of all pending regulatory matters with PSC and the Florida Department of Environmental Protection (FDEP).

ARTICLE V - DISCLOSURE AND INSPECTION

Section 5.01 Disclosed Information. Blue Heron agrees to provide the following documentation to the OUA:

- A. Assets to be transferred to the OUA at closing.
- B. Listing of personal property to be transferred to the OUA at closing.
- C. Copy of PSC Certificate No. 629W issued to Blue Heron pursuant to which it is authorized to provide water distribution to its customers.
- D. A description and map of the territory which Blue Heron is entitled to serve under its Certificate from the PSC .
- E. The total number of water Connections committed, permitted, and paid but not yet connected, the total number of Connections committed, permitted and not paid, and the total number of Connections committed, not permitted and unpaid.
- F. A complete list of the names and service addresses of all customers including an accounting of service deposits, served by the Water Distribution System as of the date of such list.
- G. The check payable to the OUA, promissory note and mortgage described in Paragraph 4.03.

Section 5.02 Inspection of Water Distribution System. The OUA has heretofore undertaken and completed such physical and other investigations or inspections of the Water Distribution System as well as such other matters as the OUA has deemed necessary in order for the OUA to evaluate the Water Distribution System and the property to be acquired hereunder, to determine the feasibility of the OUA's acquisition of the Subject Assets and requirements for the operation and future expansion of the system. The OUA hereby acknowledges that the results of such investigations and inspections are complete and satisfactory to the OUA.

ARTICLE VI - REPRESENTATIONS AND WARRANTIES

As an inducement to the execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein, the respective parties hereby make the following representations, warranties and agreements.

Section 6.01 Representations of Blue Heron. Blue Heron represents and warrants to and agrees with the OUA as follows:

- A. Due Authorization. The execution and delivery of this Agreement by Blue Heron and the consummation by it of the transaction contemplated herein have been duly authorized and such authorization will remain in full force and effect on the Closing Date.
- B. Title. As of the Closing Date, Blue Heron will be the lawful owner of the Subject Assets and may lawfully transfer the Subject Assets to the OUA, free and clear of all encumbrances.
- C. No Other Contracts. Neither the execution of this Agreement nor consummation of the transaction contemplated herein shall constitute a default under or breach of any other contract to which Blue Heron is a party.
- D. No Suits or Regulatory Matters. There are no outstanding, pending or threatened suits and no outstanding, pending or threatened regulatory matters against, by or affecting Blue Heron in any court or before any governmental agency which might have a materially adverse effect on the rights and obligations of the parties hereunder, except for matters pending with the PSC and the FDEP, which matters shall remain the responsibility of Blue Heron if not resolved prior to the Closing.
- E. No Long-Term Utility Service Agreements. Between the date hereof and the Closing Date, Blue Heron will not enter into any Agreements granting any right to future Connections to the Water Distribution System.
- F. Change of Condition. If, prior to the Closing Date, any event shall occur relating to or affecting the Subject Assets or the transaction contemplated by this Agreement, which might result in an adverse change of condition of a material nature, Blue Heron will promptly notify OUA in writing of the circumstances and details of such event.
- G. Indemnification. Blue Heron hereby agrees to save and hold the OUA harmless from and to indemnify the OUA against any and all losses or damages suffered by the OUA resulting from:
 - (i) Any misrepresentation by Blue Heron of a material fact contained in this

Agreement;

(ii) Any breach of the warranties made by Blue Heron pursuant to this Agreement.

H. All documents which were turned over to the OUA by Blue Heron, including those relied on in preparing the exhibits referred to in Section 5.01 are, to the best of Blue Heron's knowledge, true and accurate through the date on which they were turned over to the OUA's custody and control.

I. Ownership. Blue Heron has or is the beneficiary of all the easements and rights-of-way necessary to operate and maintain the Water Distribution System and all components of the Water Distribution System are located within such easements and rights-of-way.

If, prior to Closing Date, the OUA discovers that it does not have easements necessary to access the Water Distribution System conveyed to the OUA pursuant to this Agreement, Blue Heron agrees to grant an appropriate "blanket utility easement" necessary to locate and access the System.

J. Opinion. On the Closing Date, Blue Heron will cause to be delivered to the OUA the written opinion of counsel stating inter alia and subject to appropriate qualifications that all statutory and contractual prerequisites to Blue Heron's execution, delivery and performance of this Agreement have, in fact, been taken by Blue Heron and that this Agreement and Blue Heron's performance of its obligations hereunder are legal, valid and binding upon Blue Heron, and that to the knowledge of counsel, there are no pending or threatened suits or regulatory proceedings which would affect the transfer of the Subject Assets hereunder and no undisclosed contingent liabilities, which, after the Closing Date, would impose any obligation on the OUA.

Section 6.02 Representations of OUA. The OUA hereby represents and warrants to and agrees with Blue Heron as follows:

A. Prerequisites. That the OUA has taken and will take all actions and proceedings, including the adoption of appropriate resolutions reasonably required to be taken in its execution and performance of this Agreement.

- B. Opinion. On the Closing Date, the OUA shall cause to be delivered to Blue Heron the written opinion of the OUA Attorney stating inter alia and subject to appropriate qualifications that all constitutional, statutory and contractual prerequisites to the OUA's execution, delivery and performance of this Agreement have, in fact, been taken by the OUA and that this Agreement and, from and after the Closing Date, the OUA's performance of its obligations hereunder are legal, valid and binding upon the OUA, provided that no opinion will be expressed as to any obligation of the OUA to indemnify Blue Heron or hold Blue Heron harmless or with respect to surcharges imposed on the current users of the System.
- C. Governmental Approvals. The OUA shall obtain in a timely fashion any approvals or permits required by the Florida PSC, the South Florida Water Management District and the Florida Department of Environmental Protection. Blue Heron shall cooperate with the OUA by executing any documents necessary to obtain said approvals or permits.

ARTICLE VII - CLOSING

Section 7.01 Exhibits Required at Closing. At or before time of closing, Blue Heron agrees to provide the following documents:

Exhibit "A" Listing of all the assets owned by Blue Heron to be transferred to the OUA.

Exhibit "B" Listing of all Agreements along with all Amendments thereto, between Blue Heron and various third parties to provide water service (if any).

Exhibit "C" Listing of all personal and intangible property/items to be transferred or conveyed to the OUA.

Exhibit "D" Copies of all Certificates/Licenses issued to Blue Heron by the PSC pursuant to which it is authorized to provide water distribution services.

Exhibit "E" A description and map of the territory which Blue Heron is entitled to serve under its Certificates from the PSC.

Exhibit "F" Listing of Connections showing the total number of water Connections committed, permitted, and paid but not yet connected; total number of Connections committed, permitted and not paid; and the total number of Connections committed, not permitted and unpaid.

Exhibit “G” A complete Listing of the names and service addresses of all customers including an accounting of service deposits, served by the Water Distribution System as of the date of such list; and

Exhibit “H” A statement that there are no outstanding, pending or threatening suits and no outstanding, pending or threatened regulatory matters against, by or affecting Blue Heron in any court or before any governmental agency and that if there are such matters Blue Heron shall be fully responsible for resolution thereof and shall indemnify and hold OUA harmless therefrom.

Section 7.02 Conveyance/Transfer of Title. Blue Heron shall convey or transfer title to the Subject Assets to the OUA on the Closing Date. Title to all tangible personal property contemplated to be conveyed and acquired hereunder shall be conveyed to OUA by Bill of Sale, free and clear of all liens and encumbrances. Title to the Other Assets contemplated to be transferred and acquired hereunder shall be conveyed by Blue Heron by unconditional assignment, free and clear of all liens and encumbrances, to the extent, but only to the extent, that the same are assignable. Blue Heron shall also furnish to the OUA at the closing a no-lien affidavit as to personalty insuring and indemnifying the OUA against any such liens or claims.

Section 7.03 Transfer of Contracts and Developer’s Agreements. N/A.

Section 7.04 Acknowledgment of Delivery. At the closing, the OUA shall execute and deliver to Blue Heron any instrument reasonably required by Blue Heron’s counsel under which the OUA acknowledges the conveyance, transfer assignment and delivery to it by Blue Heron of all of the Subject Assets.

Section 7.05 Closing Costs. The OUA shall pay the cost of recording the instruments of conveyance and any other transfer fees applicable to the instruments of conveyance.

Section 7.06 Professional Fees. Each of the parties hereto shall pay the fees of their or its own attorneys, engineers, accountants, and other professional advisors or consultants in connection with the negotiation, preparation and execution of this Agreement and any documents associated with the closing of the transaction contemplated herein.

Section 7.07 Prorations. Any applicable taxes on the Subject Assets for the current year shall be paid by Blue Heron. Utility deposits shall continue to be the property of Blue Heron. Utility service shall not be discontinued as of the Closing Date.

Section 7.08 Customer Deposits. Blue Heron shall remain responsible for the liability of all customer deposits and all customer deposits remaining in the Blue Heron Customer Deposit Fund at and after the Closing Date.

Section 7.09 Time. Time is of the essence of this Agreement. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

ARTICLE VIII - CONDITIONS PRECEDENT TO CLOSING

Section 8.01 Conditions Precedent to Performance by the OUA. All obligations of the OUA under this Agreement are subject to the fulfillment, prior to or on the Closing Date, of the following conditions:

- A. All disclosed information, representations and warranties of Blue Heron contained in this Agreement shall be complete, true and correct, the same as though made on and as of such date.
- B. Blue Heron shall have performed all obligations on its part required to be performed .
- C. Blue Heron shall have good and marketable title to the Subject Assets, free and clear of all liens and encumbrances whatsoever, on the Closing Date.
- D. Blue Heron has complied and will be in compliance in all respects with this Agreement, all permits, licenses and franchises, and all provisions of applicable law.
- E. Blue Heron will execute all documents necessary to transfer PSC Certificate No. 629W if required by law to the OUA.
- F. As of the Closing Date, there shall have been no material adverse change in applicable law or in the business or property of Blue Heron.

Section 8.02 Conditions Precedent to Performance by Blue Heron. All obligations of Blue Heron under this Agreement are subject to the fulfillment prior to or on the Closing Date of the following conditions:

- A. All representations and warranties of the OUA contained in this Agreement shall be complete, true and correct on the Closing Date, the same as though made on and as of such date.

- B. The OUA shall have performed all obligations on its part required to be performed on or prior to the Closing Date.
- C. The OUA shall have delivered to Blue Heron on the Closing Date the opinion of counsel required under Section 6.01 B hereof.

ARTICLE IX - DEFAULT AND REMEDIES

In the event the conveyance and acquisition hereunder is not closed by reason of OUA's breach or default of its obligations under this Agreement, Blue Heron shall have the option to cancel this Agreement, but such cancellation shall not preclude Blue Heron from the exercise of any remedy allowed by law or equity including damages or specific performance.

In the event the conveyance and acquisition hereunder is not closed by reason of Blue Heron's breach or default of its obligations under this Agreement, the OUA shall have the option to cancel this Agreement, but such cancellation shall not preclude the OUA from the exercise of any remedy allowed by law or equity including damages or specific performance.

In the event that litigation occurs between the parties hereto with respect to the interpretation or enforcement of this Agreement, either before or subsequent to the Closing Date, the prevailing party or parties in such litigation, including any and all appeals therefrom, shall be entitled to recover from the losing party all reasonable attorney's fees and costs incurred by the prevailing party or parties in the course of such litigation, including appeals.

ARTICLE X - MISCELLANEOUS PROVISIONS

Section 10.01 Survival of Agreement after Closing and Further Documents. Unless otherwise limited herein, all representations, warranties, covenants and agreements made herein by either party shall survive the Closing Date. After the closing, each party agrees to execute such further instruments and take such further actions as the other party may reasonably request in order to effect the complete consummation of the transaction contemplated herein.

Section 10.02 No Other Agreements. This Agreement supersedes all prior discussions and agreements between Blue Heron and the OUA as to the matters contained herein and contains the sole and entire agreement between the parties hereto with respect to the transfer and acquisition transaction contemplated hereby.

Section 10.03 Modification. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing, executed by the party to be bound thereby.

Section 10.04 Assignability. This Agreement may not be assigned by either party to any successor in interest.

Section 10.05 Governing Law. The law of the State of Florida shall govern the construction and enforcement of this Agreement.

Section 10.06 Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 10.07 Notice. Any notice or other document to be given hereunder by either party to the other shall be in writing and shall be delivered personally or sent by certified mail with return receipt requested, to the following:

If to OUA:

John F. Hayford, Executive Director
Okeechobee Utility Authority
100 Southwest 5th Avenue
Okeechobee, FL 34974-4221

With Copy to:

Tom W. Conely, III, Esquire
Conely & Conely, P.A.
P.O. Box 1367
Okeechobee, FL 34973-1367

If to Blue Heron

Donald E. McBrayer and Marty Stevens
601 Southeast 8th Street
Okeechobee, FL 34974

With Copy to:

Section 10.08 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 10.09 Commission Approval. The parties agree to cooperate with each other to comply with the provisions of Section 397.071, Florida Statutes, if necessary.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Witnesses:

Neva C. Cosgrave
Printed Name: NEVA C. COSGRAVE
As to Donald E. McBrayer

Karen S. Hayes
Printed Name: KAREN S. HAYES
As to Donald E. McBrayer

Neva C. Cosgrave
Printed Name: NEVA C. COSGRAVE
As to Marty Stevens

Karen S. Hayes
Printed Name: KAREN S. HAYES
As to Marty Stevens

Kristy Lambden
Printed Name: Kristy Lambden

Patricia Lodge
Printed Name: PATRICIA LODGE

BLUE HERON:

Donald E. McBrayer
DONALD E. McBRAYER

Marty Stevens
MARTY STEVENS

OKEECHOBEE UTILITY AUTHORITY

By: Steve D. Nelson
Steven D. Nelson, Chairman

Attest: John F. Hayford
John F. Hayford, Executive Director



FILE NUM 2008000346
 OR BK 00646 PG 0290
 SHARON ROBERTSON, CLERK OF CIRCUIT COUR
 OKEECHOBEE COUNTY, FL
 RECORDED 01/09/2008 02:24:37 PM
 RECORDING FEES 35.50
 DEED DOC 0.70
 RECORDED BY M Pinon
 Pgs 0290 - 2931 (4pgs)

This Instrument Prepared By:
 TOM W. CONELY, III
 CONELY & CONELY, P.A.
 P.O. Drawer 1367
 Okeechobee, Florida 34973-1367

Parcel ID No.: 2-27-37-35-0A00-00001-A000

GRANT OF EASEMENT

THIS EASEMENT is made and entered into this 3 day of Oct, 2007, between **DONALD E. McBRAYER and MARTY STEVENS**, having an address of 601 SE 8th Street, Okeechobee, FL 34974, (hereinafter referred to as "Grantor") and the **OKEECHOBEE UTILITY AUTHORITY**, 100 Southwest Fifth Avenue, Okeechobee, FL 34974-4221 (hereinafter referred to as "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good, valuable and sufficient considerations, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a non-exclusive perpetual easement for ingress, egress and public utilities which shall permit the Grantee to enter upon the property herein described at any time to install, construct, operate, upgrade, replace, maintain, and service water and sewer lines and mains, and appurtenant facilities in, on, over, under and across the easement premises and to make future connections to such facilities. The easement hereby granted covers a parcel of land lying, situate, and being in Okeechobee County, Florida, and being more particularly described as follows:

A STRIP OF LAND IN SECTION 27, TOWNSHIP 37 SOUTH, RANGE 35 EAST, BEING TEN (10) FEET WIDE LYING SOUTH, EAST AND NORTHEASTERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF THE PLAT OF BLUE HERON GOLF & COUNTRY CLUB, PHASE 4A, AS RECORDED IN PLAT BOOK 6, PAGES 68 AND 69, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND RUN ALONG THE BOUNDARY OF SAID PLAT THE FOLLOWING SIX COURSES AND DISTANCES:

1. SOUTH 11 DEGREES 29'12" EAST, A DISTANCE OF 277.36 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT AND CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 75.00 FEET;
2. NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102 DEGREES 19'16", AN ARC DISTANCE OF 133.94 FEET;

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MS

3. NORTH 89 DEGREES 09'56" WEST, A DISTANCE OF 186.85 FEET;
4. SOUTH 14 DEGREES 19'14" EAST, A DISTANCE OF 277.03 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT AND CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 75.00 FEET;
5. NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 105 DEGREES 09'18" WEST, AN ARC DISTANCE OF 137.65 FEET;
6. NORTH 89 DEGREES 09'56" WEST, A DISTANCE OF 415.00 FEET TO THE SOUTHEAST CORNER OF LOT 235 OF SAID PLAT OF BLUE HERON GOLF & COUNTRY CLUB, PHASE 4A AND THE POINT OF BEGINNING OF SAID LINE;

THENCE ALONG THE SOUTH BOUNDARY OF SAID PLAT AND ALONG THE EASTERLY AND THEN NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST 9TH AVENUE THE FOLLOWING SIX COURSES AND DISTANCES:

1. NORTH 89 DEGREES 09'56" WEST, A DISTANCE OF 286.98 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTHEAST 9TH AVENUE;
2. SOUTH 00 DEGREES 11'29" WEST, A DISTANCE OF 363.43 FEET;
3. SOUTH 00 DEGREES 11'29" WEST, A DISTANCE OF 201.88 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT AND CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 215.00 FEET;
4. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62 DEGREES 16'18" AN ARC DISTANCE OF 233.67 FEET;
5. SOUTH 62 DEGREES 04'49" EAST, A DISTANCE OF 501.30 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT AND CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 435.00 FEET;
6. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 58'40" AN ARC DISTANCE OF 52.98 FEET TO THE SOUTHWEST CORNER OF LOT 36 OF THE PLAT OF BLUE HERON GOLF & COUNTRY CLUB, PHASE 1, AS RECORDED IN PLAT BOOK 6, PAGES 50 AND 51, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AND THE TERMINUS OF SAID LINE.

Dem

AS

It is the express intent of Grantor that the south, east and easterly boundary of the easement hereby granted shall intersect with the northerly boundary of Lot 36 of said plat of Blue Heron Golf & Country Club, Phase 1 and the east boundary of Lot 235 of said plat of Blue Heron Golf & Country Club, Phase 4A, extended south.

The property herein described is not the homestead property of either Grantor.

By the acceptance and recording of this instrument Grantee, for itself and its successors and assigns, covenants that it will restore said property to its prior condition, including the repair of any fences or other improvements on said property damaged by the Grantee in the exercise of its rights granted herein.

IN WITNESS WHEREOF Grantor have set their hands and seals hereto the day and year first above written.

Signed, sealed and delivered
in the presence of:

Neva C. Cosgrave
Witness's Signature
NEVA C. COSGRAVE
Witness's Printed Name (as to McBrayer)

Donald E. McBrayer
DONALD E. McBRAYER
601 SE 8th Street, Okeechobee, FL 34974

Betty Jean Lanier
Witness's Signature
Betty Jean Lanier
Witness's Printed Name (as to McBrayer)

Marty Stevens
MARTY STEVENS
601 SE 8th Street, Okeechobee, FL 34974

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

The foregoing instrument was acknowledged before me this 28th day of September, 2007, by DONALD E. McBRAYER, who [] is personally known to me or [] produced Driver's license as identification, and who did not take an oath.

Betty Jean Lanier
Notary Public



Signed, sealed and delivered
in the presence of:

Patricia Skaggs

Witness's Signature

Patricia Skaggs

Witness/s Printed Name

As to Marty Stevens

Randall Com

Witness's Signature

Randall Com

Witness's Printed Name

As to Marty Stevens

STATE OF Ky

COUNTY OF Rowan

The foregoing instrument was acknowledged before me this 3 day of oct,
2007, by MARTY STEVENS, who [] is personally known to me or
[] produced Drivers license as identification, and who did not
take an oath.

Randall Com
Notary Public



This Document Prepared By:
 TOM W. CONELY, III, Esquire
 CONELY & CONELY, P.A.
 POST OFFICE DRAWER 1367
 OKEECHOBEE, FL 34973-1367

FILE NUM 2008000345
 OR BK 00646 PG 0288
 SHARON ROBERTSON, CLERK OF CIRCUIT COUR
 OKEECHOBEE COUNTY, FL
 RECORDED 01/09/2008 02:24:37 PM
 RECORDING FEES 18.50
 RECORDED BY M Pinon
 Pgs 0288 - 289f (2pgs)

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That **DONALD E. McBRAYER and MARTY STEVENS d/b/a Blue Heron Golf & Country Club**, ("Assignors"), for and in consideration of \$1.00 and other good and valuable considerations receipt being hereby acknowledged, do hereby assign to **OKEECHOBEE UTILITY AUTHORITY**, ("Assignee") any and all right, interest and title of Assignors in all customers and customer lists, easements and assignable licenses and permits pertaining or related to the water distribution system owned by Assignors located in BLUE HERON GOLF & COUNTRY CLUB, PHASE I; BLUE HERON GOLF & COUNTRY CLUB, PHASE II, and BLUE HERON GOLF & COUNTRY CLUB, PHASE 4A, in portions of Sections 22 and 27, Township 37 South, Range 35 East, Okeechobee County, Florida, per the plats thereof recorded in Plat Book 6, Pages 50, 59 and 60, and 68 and 69, public records of Okeechobee County, Florida.

IN WITNESS WHEREOF, Assignors have set their hands and seals to this Assignment the 27th day of September, 2007.

Signed, sealed and delivered
 in the presence of:

Donald E. McBrayer
 DONALD E. McBRAYER

Neva C. Casgrave
 Printed Name: Neva C. Casgrave
 As to Donald E. McBrayer

Betty Jean Lanier
 Printed Name: Betty Jean Lanier
 As to Donald E. McBrayer

Marty Stevens
 MARTY STEVENS

Patricia Skaggs
 Printed Name: Patricia Skaggs
 As to Marty Stevens

Randall Conn
 Printed Name: Randall Conn
 As to Marty Stevens

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

The foregoing instrument was acknowledged before me this 27th day of September
2007, by **DONALD E. McBRAYER**, who
[] is personally known to me or
[X] produced Drivers License as identification.

Betty Jean Lanier
Notary Public

STATE OF Ky
COUNTY OF Rowan



The foregoing instrument was acknowledged before me this 3 day of Oct,
2007, by **MARTY STEVENS**, who
[X] is personally known to me or
[X] produced Drivers license as identification.

Randall Connor
Notary Public

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

629-W

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

Donald E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country Club

Whose principal address is:

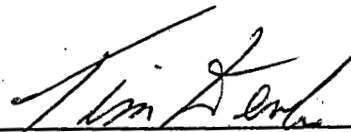
1925 S.E. 9th Avenue
Okeechobee, FL 34974
(Okeechobee County)

to provide water service in accordance with the provision 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 PSC-06-0595-PAA-WU DOCKET 040889-WU

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



Director, Division of Economic Regulation



APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY

(Pursuant to Section 367.071(4)(a), Florida Statutes)

TO: Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the approval of the transfer of
(all or ~~part~~) of the facilities operated under Water Certificate No. 629-W and/or
Wastewater Certificate No. N/A located in OKEECHOBEE County, Florida,
and submits the following:

PART I APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address and telephone number of
the seller (utility):

BLUE HERON GOLF + COUNTRY CLUB

Name of utility

(863) 467-4677

Phone No.

(863) 467-4856

Fax No.

1925 S.E. 9TH AVE

Office street address

OKEECHOBEE

City

FL

State

34974

Zip Code

Mailing address if different from street address

Internet address if applicable

B) The name, address and telephone number of a representative of the utility to contact concerning this application:

DONALD E. MCBRAYER (863) 357-2291
Name Phone No.

601 S.E. 8TH. ST
Street address

OKEECHOBEE FL 34974
City State Zip Code

C) The full name, address and telephone number of the governmental authority:

Okeechobee Utility Authority
Name of utility

(863) 763-9460 (863) 763-9036
Phone No. Fax No.

100 SW 5th Ave
Office street address

Okeechobee FL 34974-4221
City State Zip Code

Mailing address if different from street address

Internet address if applicable

D) The name, address and telephone number of a representative of the governmental authority to contact concerning this application:

John F. Hayford (863) 763-9460
Name Phone No.

100 SW 5th Ave
Street address

Okeechobee FL 34974-4221
City State Zip Code

PART II FINANCIAL INFORMATION

- A) Exhibit 1 - A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administrative Code.
- B) Exhibit NONE - A statement regarding the disposition of customer deposits and the accumulated interest thereon.
- C) Exhibit 2 - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- D) Exhibit 3 - A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.
- E) Indicate the date on which the buyer proposes to take official action to acquire the utility:

March 4, 2008

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.

IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.

PART III CERTIFICATION

A) **TERRITORY DESCRIPTION**

Exhibit _____ - An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section), if possible, or a metes and bounds description. Give the subdivision or project name. The description should NOT refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc). The object is to make the description as brief, but as accurate as possible.

B) **TERRITORY MAPS**

Exhibit _____ - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the remaining territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

C) **TARIFF SHEETS**

Exhibit _____ - The original and two copies of tariff sheet(s) revised to show correct service territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (Pages 11-12.) Sample tariff sheets are attached. (Pages 13-16.)

PART IV AFFIDAVIT

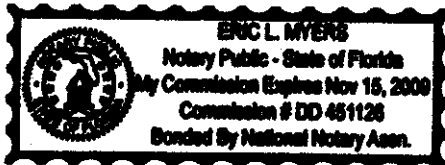
I DONALD MCBRAYER (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: Donald McBrayer
Applicant's Signature

DONALD MCBRAYER
Applicant's Name (Typed)

CO-OWNER
Applicant's Title *

Subscribed and sworn to before me this 13 TH day of JANUARY, 2008 by DONALD MCBRAYER who is personally known to me or produced identification DRIVERS LICENSE.
(Type of Identification Produced)



[Handwritten Signature]
Notary Public's Signature

Eric L. Myers
Print, Type or Stamp Commissioned
Name of Notary Public

* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

FLORIDA PUBLIC SERVICE COMMISSION

INSTRUCTIONS FOR PREPARATION OF TERRITORY DESCRIPTION AND MAP

An accurate description of the territory served or proposed to be served is essential. The noticing requirement in Rule 25-30, Florida Administrative Code, and the territory description requirement for each of the certification applications require the territory to be described using township, range and land sections. Failure to use the required format will cause your application to be delayed and may result in your having to renotice. The following information is provided to assist you in preparing a correct legal description and plotting that territory on the service territory map.

TERRITORY DESCRIPTION

The territory description must contain the following:

- 1) A reference to a township(s), range(s), land section(s) and county.
- 2) A complete and accurate description of the territory served or proposed to be served. There are two acceptable formats which may be used.
 - a) Sections - If the territory includes complete sections, the description may only include the township, range, and section reference. If the territory includes partial sections, the description shall either identify the subsections included or excluded.
 - b) Metes and Bounds - A point of beginning which is referenced from either a section corner or a subsection corner, such as a quarter section corner. The perimeter shall be described by traversing the boundary lines, closing at the point of beginning. Also, the description shall include bearings and distances necessary to provide a complete description.
- 3) References to interstates, state roads, and major bodies of water are acceptable.
- 4) References to government lots, local streets, recorded plats or lots, tracts, or other recorded instruments are not acceptable.

Acceptable territory description formats are shown in the attached Examples 1 and 2.

Territory maps are required in the Florida Administrative Code rules related to applications for original certificates, amendments, grandfather certificates, and in transfers to a governmental agency where only a portion of the territory is transferred. The map is used by staff to verify the location of the existing or proposed territory. The territory maps should not be confused with the system depiction map which is used to locate existing or proposed service lines and facilities.

TERRITORY MAP

The territory map shall contain the following:

- 1) Territory shall be plotted on a Department of Transportation Map, County tax assessor map or any other map with a scale of 1" = 200 ft. or 1" = 400 ft.
- 2) Township, range, section, and county.
- 3) An accurate depiction of the existing or proposed territory. The map should clearly distinguish the existing versus the proposed territory.

An example of a acceptable territory map is attached as Example 3.

**FORMAT TO BE FOLLOWED IN PREPARING TERRITORY DESCRIPTIONS.
EXAMPLE 1 IS PREFERRED OVER METES AND BOUNDS IN EXAMPLE 2.**

EXAMPLE 1

Township 26 South, Range 29 East, Osceola County, Florida

Section 18

The South 1/2 of the Southeast 1/4 and the South 1/2 of the North 1/2 of the Southeast 1/4 of said Section 18

also

The East 1/2 of the Southeast 1/4 of the South West 1/4 and the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 18

Section 19

The North 1/2 of the Northeast 1/4 and the North 1/2 of the South 1/2 of the Northeast 1/4 of said Section 19

also

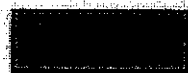
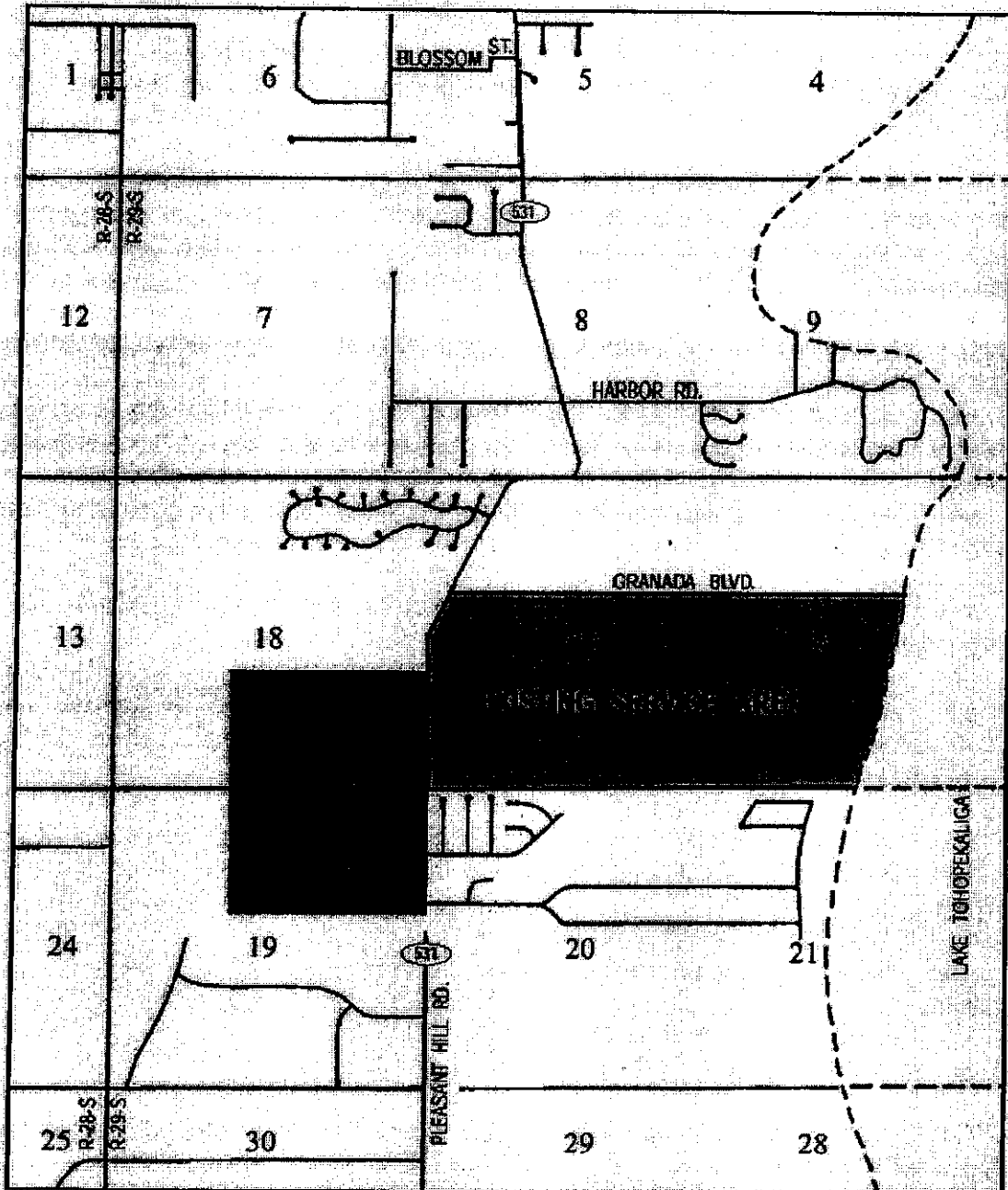
The East 1/2 of the Northeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 19

EXAMPLE 2

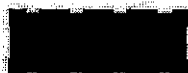
A portion of Section 18 and 19, Township 26 South, Range 29 East, Osceola County Florida; being more particularly described as follows: Commencing at the SE corner of Section 18, this point also being the Point of Beginning; thence run due south along the east line of Section 19 a distance of 1980 feet to a point; thence run due west a distance of 2706 feet to a point; thence run due north a distance of 3960 feet to a point; thence run due east a distance of 2706 feet to a point of east line of Section 18; thence run due south along the east line of Section 18 a distance of 1980 feet to the Point of Beginning.

EXAMPLE 3

TOWNSHIP 26 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA



EXISTING SERVICE AREA



PROPOSED SERVICE AREA

CHAPTER 25-9.009, F.A.C.
NUMBERING AND GENERAL DATA REQUIRED FOR EACH SHEET

The numbering and general data required by this rule and listed below shall appear on each sheet in the rate book excepting the front and back covers and the individual sheets of special contracts.

(1) Every sheet (or page) in the rate book shall be numbered. While any system which provides for an orderly arrangement of the tariff is acceptable, it is suggested that, *in the interest of uniformity*, all utilities give consideration to the following recommended procedures:

(a) Those utilities subject to Rule 25-9.007 should employ a decimal system of numbering, so that any new or additional material may be inserted in the logical place in *the proper section of the tariff*.

(b) Telephone and telegraph utilities covered by Rule 25-9.008 should continue the presently effective section and sheet numbering system which is uniformly employed by all such utilities, the size and construction of whose tariffs require such division.

(c) *Utilities of any classification, the size of whose tariffs are limited to relatively few pages, may, at their option, employ a simple consecutive sheet numbering system.*

(2) Each sheet shall bear the name of the utility, which shall appear in the upper left-hand corner of the sheet.

(3) The FIRST issue of each sheet in the rate book shall be marked "Original Sheet" in the upper right-hand corner of the sheet. As an example:

Original Sheet No. 1.0, or, Original Sheet No. 5.2.

(4) Revised sheets in the rate book shall be marked with the serial number of the revision in the upper right-hand corner and the number of the sheet it replaces. As an example:

First Revised Sheet No. 1.0
Cancels Original Sheet No. 1.0

or

Fourth Revised Sheet No. 5.2
Cancels Third Revised Sheet No. 5.2

(5) At the bottom of each sheet shall appear the name and title of the issuing officer of the utility.

Specific Authority: 364.20, 366.05(1), 367.121, F.S.

Law Implemented: 364.04, 366.05, 367.041, F.S.

History: Repromulgated 1/8/75, 10/22/75, formerly 25-9.09.

CHAPTER 25-9.010, F.A.C.
NUMBERING OF SUPPLEMENTS AND ADDITIONS

(1) When new or additional service classifications or rate schedules are to be established, the sheets containing such classifications or schedules shall follow the last sheets in the rate schedules section of the appropriate classification and be given the next consecutive sheet number or numbers. Letter suffixes shall not be used in numbering service classifications or rate schedules.

(2) When revisions or additions to existing schedules or sheets require more space, one or more sheets shall be issued to which the same sheet number shall be given with a letter suffix; for example, if changes be made in Original Sheet No. 5.2 and more than one sheet is required to show the changed or new matter, the new sheet shall be issued as First Revised Sheet No. 5.2-A, etc.

Specific Authority: 364.20, 366.05(1), 367.121, F.S.

Law Implemented: 364.04, 366.05, F.S.

History: Repromulgated 1/8/75, 10/22/75, formerly 25-9.10.

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 629-W

COUNTY - OKEECHOBEE

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
---------------------	--------------------	----------------------	--------------------

(Continued to Sheet No. 3.1)

Donald McBrayer
ISSUING OFFICER

CO-owners
TITLE

NAME OF COMPANY BLUE HERON GOLF & COUNTRY CLUB

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

BLUE HERON IN OKEECHOBEE
ABOUT 95 CUSTOMERS IN THE OAKS + BLUE HERON
DEVELOPMENTS,

Donald McBeazer
ISSUING OFFICER

CO-Owner
TITLE

NAME OF COMPANY _____

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY -

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
---------------------	--------------------	----------------------	--------------------

(Continued to Sheet No. 3.1)

ISSUING OFFICER

TITLE

NAME OF COMPANY _____

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

ISSUING OFFICER

TITLE

**SECTION 367.071, FLORIDA STATUTES
SALE, ASSIGNMENT, OR TRANSFER OF CERTIFICATE OF
AUTHORIZATION, FACILITIES, OR CONTROL**

(1) No utility shall sell, assign, or transfer its certificate of authorization, facilities or any portion thereof, or majority organizational control without determination and approval of the commission that the proposed sale, assignment, or transfer is in the public interest and that the buyer, assignee, or transferee will fulfill the commitments, obligations, and representations of the utility.

(2) The commission may impose a penalty pursuant to s. 367.161 when a transfer occurs prior to approval by the commission. The transferor remains liable for any outstanding regulatory assessment fees, fines, or refunds of the utility.

(3) An application for proposed sale, assignment, or transfer shall be accompanied by a fee as provided by s. 367.145. No fee is required to be paid by a governmental authority that is the buyer, assignee, or transferee.

(4) An application shall be disposed of as provided in s. 367.045, except that:

(a) The sale of facilities, in whole or part, to a governmental authority shall be approved as a matter of right; however, the governmental authority shall, prior to taking any official action, obtain from the utility or commission with respect to the facilities to be sold the most recent available income and expense statement, balance sheet, and statement of rate base for regulatory purposes and contributions-in-aid-of-construction. Any request for rate relief pending before the commission at the time of sale is deemed to have been withdrawn. Interim rates, if previously approved by the commission, must be discontinued, and any money collected pursuant to interim rate relief must be refunded to the customers of the utility with interest.

(b) When paragraph (a) does not apply, the commission shall amend the certificate of authorization as necessary to reflect the change resulting from the sale, assignment, or transfer.

(5) The commission by order may establish the rate base for a utility or its facilities or property when the commission approves a sale, assignment, or transfer thereof, except for any sale, assignment, or transfer to a governmental authority.

(6) Any person, company, or organization that obtains ownership or control over any system, or part thereof, through foreclosure of a mortgage or other encumbrance, shall continue service without interruption and may not remove or dismantle any portion of the system previously dedicated to public use which would impair the ability to provide service, without the express approval of the commission. This provision may be enforced by an injunction issued by a court of competent jurisdiction.

History.—

s. 1, ch. 71-278; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 9, 25, 26, ch. 80-99; ss. 2, 3, ch. 81-318; ss. 7, 15, ch. 82-25; ss. 6, 26, 27, ch. 89-353; s. 2, ch. 90-166; s. 4, ch. 91-429.

CHAPTER 25-30.037, F.A.C.
APPLICATION FOR AUTHORITY TO TRANSFER

(4) Each application for transfer of certificate of authorization, facilities, or any portion thereof, or majority organizational control to a governmental authority shall contain the following information:

- (a) the name and address of the utility and its authorized representative;
- (b) the name of the governmental authority and the name and address of its authorized representative;
- (c) a copy of the contract or other document transferring the utility system to the governmental authority;
- (d) a list of any utility assets not transferred to the governmental authority if such remaining assets constitute a system providing or proposing to provide water or wastewater service to the public for compensation;
- (e) a statement that the governmental authority obtained, from the utility or Commission, the most recent available income and expense statement, balance sheet, statement of rate base for regulatory purposes, and contributions-in-aid-of-construction;
- (f) the date on which the governmental authority proposes to take official action to acquire the utility;
- (g) a statement describing the disposition of customer deposits and interest thereon; and
- (h) a statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

(5) If a utility is transferring a portion of its facilities to a governmental agency, it must provide the following additional information:

- (a) a description of the remaining territory using township, range, and section references;
- (b) one copy of the official county tax assessment map, or other map, showing township, range, and section with a scale such as 1"=200' or 1"=400', with the remaining territory plotted thereon by use of metes and bounds or quarter sections, and with a defined reference point of beginning.
- (c) the original and two copies of sample tariff sheets reflecting the remaining territory.

(6) Upon its receipt of items required in (4)(a), (b), (c), (d), (e) and (f), the Commission will issue an order acknowledging that the facilities or any portion thereof have been acquired by the governmental authority.

(7) Upon receipt of the items required in (4)(g) and (h) and, if applicable, (5)(a), (b), and (c), and upon the completion of all pending proceedings before the Commission, the utility's certificate will be amended or cancelled. Amendment or cancellation of the certificate shall not affect the utility's obligation pursuant to Rule 25-30.120, F.A.C., Regulatory Assessment Fees.

Specific Authority: 367.121, F.S.

Law Implemented: 367.071 F.S.

History: New 1/27/91, Amended 11/30/93.

PART II - C

#2

FEEES, FINES, OR REFUNDS WILL BE TAKEN CARE OF
IN A TIMELY MANNER.

MS. KATHY KAPROTH WILL BE CONTACTED FOR FINAL
DISPOSAL OF THIS MATTER.

CLASS "C"

WATER and/or WASTEWATER UTILITIES

(Gross Revenue of Less Than \$200,000 Each)

ANNUAL REPORT

WU878-06-AR

Donald E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country Club
EXACT LEGAL NAME OF RESPONDENT

Certificate Number(s)

Submitted To The

STATE OF FLORIDA



07 SEP 17 AM 10:18
Economic Regulation
PSC

PUBLIC SERVICE COMMISSION

FOR THE

YEAR ENDED DECEMBER 31, 2006



Carlstedt, Jackson, Nixon & Wilson
CERTIFIED PUBLIC ACCOUNTANTS, P.A.

James L. Carlstedt, C.P.A.
Paul E. DeChario, C.P.A.
Katherine U. Jackson, C.P.A.
Robert H. Jackson, C.P.A.
Cheryl T. Losee, C.P.A.
Robert C. Nixon, C.P.A.
Jeanette Sung, C.P.A.
Holly M. Towner, C.P.A.
James L. Wilson, C.P.A.

September 7, 2007

To the Partners
Blue Heron Golf & Country Club

We have compiled the 2006 Annual Report of Blue Heron Golf & Country Club in the accompanying prescribed form, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

Our compilation was limited to presenting, in the form prescribed by the Florida Public Service Commission, information that is the representation of the management of Blue Heron Golf & Country Club. We have not audited or reviewed the report referred to above and, accordingly, do not express an opinion or any form of assurance on it.

This report is presented in accordance with the requirements of the Florida Public Service Commission, which differ from generally accepted accounting principles. Accordingly, this report is not designed for those who are not informed about such differences.

Carlstedt Jackson Nixon & Wilson
CARLSTEDT, JACKSON, NIXON & WILSON

FINANCIAL SECTION

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REPORT OF

Donald E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country Club
(Exact name of utility)

1925 Southeast 9th Avenue	1925 Southeast 9th Avenue
Okeechobee, FL 34974	Okeechobee, FL 34974
Mailing Address	Street Address

Telephone Number (863) 467-4677 Date Utility First Organized Estimated 1991

Check the business entity of the utility as filed with the Internal Revenue Service:

- Individual
 Sub Chapter S Corporation
 1120 Corporation
 Partnership

Location where books and records are located: 1925 Southeast 9th Avenue
Okeechobee, FL 34974

Names of subdivisions where service is provided: Blue Heron

CONTACTS:

Name	Title	Principle Business Address	Salary Charged Utility
Person to send correspondence: Donald E. McBayer	Co-Owner	1925 SE 9th Avenue Okeechobee FL 34974	
Person who prepared this report: Carlstedt, Jackson, Nixon & Wilson	CPA's	2560 Gulf-to-Bay Blvd. Ste 200 Clearwater, Fl. 33625	
Officers and Managers: Marty Stevens	Co-Owner	8030 US Hwy 60 East Morehead, Ky	None

Report every corporation or person owning or holding directly or indirectly 5 percent or more of the voting securities of the reporting utility:

Name	Percent Ownership In Utility	Principle Business Address	Salary Charged Utility
Donald E. McBrayer	50%	1925 SE 9th Avenue Okeechobee FL 34974	None
Marty & Lois Stevens	50%	8030 US Hwy 60 East Morehead, Ky	None

UTILITY NAME: Donald E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country Club

YEAR OF REPORT
December 31, 2006

INCOME STATEMENT

Account Name	Ref. Page	Water	Wastewater	Other (1)	Total Company
Gross Revenue:					
Residential _____		\$ 43,880			\$ 43,880
Commercial _____					-
Industrial _____					-
Multiple Family _____					-
Guarenteed Revenues _____					-
Other (Specify) _____		2,000			2,000
Total Gross Revenue _____		45,880	N/A	N/A	45,880
Operation Expense (Must tie to Pages W-3 and S-3)	W-3 S-3	47,110			47,110
Depreciation Expense _____	F-5	4,783			4,783
CIAC Amortization Expense _____	F-8	(2,349)			(2,349)
Taxes Other Than Income _____	F-7	8,175	-	-	8,175
Income Taxes _____	F-7	-	-		-
Total Operating Expenses _____		57,719			57,719
Net Operating Income (Loss)		(11,839)		-	(11,839)
Other Income:					
Nonutility Income _____					-
Interest Income _____		-	-		-
Other Deductions:					
Miscellaneous Nonutility Expenses _____		3,100			3,100
Interest Expense _____		-			-
AFUDC _____		-	-		-
Net Income (Loss)		\$ (14,939)		N/A	\$ (14,939)

UTILITY NAME: Donald E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country C

YEAR OF REPORT
December 31, 2006

COMPARATIVE BALANCE SHEET

Account Name	Reference Page	Current Year	Previous Year
ASSETS:			
Utility Plant In Service (101 - 105) _____	F-5, W-1, S-1	\$ 108,960	\$ 108,960
Accumulated Depreciation and Amortization (108) _____	F-5, W-2, S-2	(12,587)	(7,804)
Net Utility Plant _____		96,373	101,156
Cash _____			
Customer Accounts Receivable (141) _____		900	900
Other Assets (Specify):			
Utility Deposits _____		155	11,982
Rounding _____		(1)	
Total Assets _____		\$ 97,427	\$ 114,038
LIABILITIES AND CAPITAL:			
Common Stock Issued (201) _____	F-6		
Preferred Stock Issued (204) _____	F-6	-	-
Other Paid In Capital (211) _____			
Retained Earnings (215) _____	F-6	-	
Proprietary Capital (Proprietary and partnership only) (218) _____	F-6	(16,752)	(1,812)
Total Capital _____		(16,752)	(1,812)
Long Term Debt (224) _____	F-6		
Accounts Payable (231) (Associated Company) _____		58,988	60,823
Notes Payable (232) _____			
Customer Deposits (235) _____			
Accrued Taxes (236) _____	F-7	8,514	8,001
Other Liabilities (Specify):			
Miscellaneous Current Accrued Liabilities _____		-	-
Advances For Construction (252) _____			
Contributions In Aid Of Construction - Net (271 - 272) _____	F-8	46,677	47,026
Total Liabilities and Capital _____		\$ 97,427	\$ 114,038

GROSS UTILITY PLANT

Plant Accounts: (101 - 107) Inclusive	Water	Sewer	Plant Other Than Reporting Systems	Total
Utility Plant In Service (101) _____	\$ 108,960	N/A	N/A	\$ 108,960
Construction Work In Progress (105) _____				-
Other (Specify) _____	-	-		-
_____				-
Total Utility Plant _____	\$ 108,960	N/A	N/A	\$ 108,960

ACCUMULATED DEPRECIATION (A/D) AND AMORTIZATION OF UTILITY PLANT

Account 108	Water	Wastewater	Other Than Reporting Systems	Total
Balance First Of Year _____	\$ 7,804	N/A	N/A	\$ 7,804
<u>Add Credits During Year:</u>				
Accruals charged to depreciation account _____	4,783			4,783
Salvage _____	-	-		-
Other credits (specify) _____	-	-		-
_____				-
Total credits _____	4,783			4,783
<u>Deduct Debits During Year:</u>				
Book cost of plant retired _____	-	-		-
Cost of removal _____	-			-
Other debits (specify) _____				-
_____				-
Total debits _____	-	-		-
Balance End of Year _____	\$ 12,587			\$ 12,587

UTILITY NAME:

Donald E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country

YEAR OF REPORT
December 31, 2006

CAPITAL STOCK (201 - 204)

	Common Stock	Preferred Stock
Par or stated value per share _____	N/A	N/A
Shares authorized _____		
Shares issued and outstanding _____		
Total par value of stock issued _____		
Dividends declared per share for year _____		

RETAINED EARNINGS (215)

	Appropriated	Un-Appropriated
Balance first of year _____	N/A	\$ -
Charges during the year (specify):		
Current Year Income _____	-	-

Balance end of year _____	\$	

PROPRIETARY CAPITAL (218)

	Proprietor or Partner	Partner
Balance first of year _____	\$ (1,812)	N/A
Charges during the year (specify):		
Current year loss _____	(14,939)	-
Rounding _____	(1)	

Balance end of year _____	\$ (16,752)	

LONG TERM DEBT (224)

Description of Obligation (Including Nominal Date of Issue and Date of Maturity)	Interest		Principal Per Balance Sheet Date
	Rate	# of Payments	
_____	%		\$ -
_____	%		-
_____	%		-
_____	%		-
Total _____			N/A

UTILITY NAME: Donald E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country Club

YEAR OF REPORT
December 31, 2006

TAXES ACCRUED (236)

(a)	WATER (b)	SEWER (c)	OTHER (d)	TOTAL (e)
Income Taxes:				
Federal income tax	\$ -	N/A	N/A	\$ -
State income tax	-	-		
Taxes Other Than Income:				
State ad valorem tax	-	-		
Local property tax	6,200	-		6,200
Regulatory assessment fee	1,975			1,975
Other (Specify):				
Total taxes accrued	\$ 8,175			\$ 8,175

PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES

Report all information concerning rate, management, construction, advertising, labor relations, public relations, or other similar professional services rendered the respondent for which aggregate payments during the year to any corporation, partnership, individual, or organization of any kind whatever, amounting to \$500 or more.

Name of Recipient	Water Amount	Wastewater Amount	Description of Service
Angie Byassue	\$ 1,800		Billing Services
Constopoulos & Helton CPA's	4,500		Accounting Services
Dampeir Utilities	14,455		Plant Operation and Maintenance
Rose Sundstrom & Bentley	8,095		Legal matters
Carlstedt Jackson Nixon & Wilson	717		Regulatory accounting

UTILITY NAME: Donald E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country Club

YEAR OF REPORT
December 31, 2006

CONTRIBUTIONS IN AID OF CONSTRUCTION (271)

(a)	Water (b)	Wastewater (c)	TOTAL (d)
1. Balance first of year _____	\$ 50,400	N/A	\$ 50,400
2. Add credits during year:	2,000	-	2,000
3. Total _____	52,400		52,400
4. Deduct charges during year _____			-
5. Balance end of year _____	52,400		52,400
6. Less Accumulated Amortization _____	(5,723)		(5,723)
7. Net CIAC _____	\$ 46,677		\$ 46,677

ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)

Report below all developers or contractors agreements from which cash or property was received during the year.		Indicate "Cash" or "Property"	Water	Wastewater
_____			\$ -	\$ -

Sub-total _____			NONE	NONE
Report below all capacity charges, main extension charges and customer connections charges received during the year.				
Description of Charge	Number of Connections	Charge per Connection	Water	Wastewater
Connection Fees	5	400	2,000	
_____			-	

Total Credits During Year (Must agree with line # 2 above) _____			\$ 2,000	\$ -

ACCUMULATED AMORTIZATION OF CIAC

	Water	Wastewater	Total
Balance First of Year _____	\$ 3,374	N/A	\$ 3,374
Add Debits During Year: _____	2,349	-	2,349
Deduct Credits During Year: _____	-	-	
Balance End of Year (Must agree with line #6 above) _____	\$ 5,723	\$ -	\$ 5,723

**** COMPLETION OF SCHEDULE ONLY REQUIRED IF AFUDC WAS CHARGED DURING YEAR ****

UTILITY NAME: Donald E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country

YEAR OF REPORT
December 31, 2006

SCHEDULE "A"

SCHEDULE OF COST OF CAPITAL USED FOR AFUDC CALCULATION (2)

CLASS OF CAPITAL (a)	Dollar Amount (1) (b)	Percentage of Capital 0	Actual Cost Rates (d)	Weighted Cost [c x d] (e)
Common Equity	N/A	_____ %	_____ %	_____ %
Preferred Stock	-	- %	- %	- %
Long Term Debt	-	- %	- %	- %
Customer Deposits	-	_____ %	_____ %	_____ %
Tax Credits - Zero Cost	-	- %	- %	- %
Tax Credits - Weighted Cost	-	- %	- %	- %
Deferred Income Taxes	-	- %	- %	- %
Other (Explain)	-	- %	- %	- %
Total	\$ -	_____ %		- %

- (1) Should equal amounts on schedule B, Column (f), Page F-10.
- (2) Must be calculated using the same methodology used to calculate AFUDC rate approved by the Commission.

APPROVED AFUDC RATE

Current Commission approved AFUDC rate:	_____ None %
Commission order approving AFUDC rate:	_____

**WATER
OPERATION
SECTION**

WATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	PREVIOUS YEAR (c)	ADDITIONS (d)	RETIREMENTS (e)	CURRENT YEAR (f)
301	Organization	\$ -	\$ -	\$ -	\$ -
302	Franchises	-	-	-	-
303	Land and Land Rights	4,170	-	-	4,170
304	Structure and Improvements	-	-	-	-
305	Collecting and Impounding Reservoirs	-	-	-	-
306	Lake, River and Other Intakes	-	-	-	-
307	Wells and Springs	-	-	-	-
308	Infiltration Galleries and Tunnels	-	-	-	-
309	Supply Mains	-	-	-	-
310	Power Generation Equipment	-	-	-	-
311	Pumping Equipment	-	-	-	-
320	Water Treatment Equipment	62,395	-	-	62,395
330	Distribution Reservoirs and Standpipes	-	-	-	-
331	Transmission and Distribution Mains	42,395	-	-	42,395
333	Services	-	-	-	-
334	Meters and Meter Installations	-	-	-	-
335	Hydrants	-	-	-	-
339	Other Plant and Miscellaneous Equipment	-	-	-	-
340	Office Furniture and Equipment	-	-	-	-
341	Transportation Equipment	-	-	-	-
342	Stores Equipment	-	-	-	-
343	Tools, Shop and Garage Equipment	-	-	-	-
344	Laboratory Equipment	-	-	-	-
345	Power Operated Equipment	-	-	-	-
346	Communication Equipment	-	-	-	-
347	Miscellaneous Equipment	-	-	-	-
348	Other Tangible Plant	-	-	-	-
	Total Water Plant	\$ 108,960	\$ -	\$ -	\$ 108,960

NOTE: Any adjustments made to reclassify property from one account to another must be footnoted.

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER

ACCT. NO. (a)	ACCOUNT NAME (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of year (f-g+h=i) (i)
301	Organization	40	- %	2.50 %	\$ -	\$ -	\$ -	\$ -
302	Franchises	-	- %	- %	-	-	-	-
304	Structure and Improvements	40	- %	2.50 %	-	-	-	-
305	Collecting and Impounding Reservoirs	-	- %	- %	-	-	-	-
306	Lake, River and Other Intakes	-	- %	- %	-	-	-	-
307	Wells and Springs	27	- %	3.70 %	-	-	-	-
308	Infiltration Galleries and Tunnels	-	- %	- %	-	-	-	-
309	Supply Mains	32	- %	3.13 %	-	-	-	-
310	Power Generation Equipment	17	- %	5.88 %	-	-	-	-
311	Pumping Equipment	17	- %	5.88 %	-	-	-	-
320	Water Treatment Equipment	17	- %	5.88 %	5,574	-	3,668	9,242
330	Distribution Reservoirs and Standpipes	30	- %	3.33 %	-	-	-	-
331	Transmission and Distribution Mains	38	- %	2.63 %	2,230	-	1,115	3,345
333	Services	35	- %	2.86 %	-	-	-	-
334	Meters and Meter Installations	12	- %	8.33 %	-	-	-	-
335	Hydrants	40	- %	2.50 %	-	-	-	-
339	Other Plant and Miscellaneous Equipment	20	- %	5.00 %	-	-	-	-
340	Office Furniture and Equipment	10	- %	10.00 %	-	-	-	-
341	Transportation Equipment	5	- %	20.00 %	-	-	-	-
342	Stores Equipment	-	- %	- %	-	-	-	-
343	Tools, Shop and Garage Equipment	10	- %	10.00 %	-	-	-	-
344	Laboratory Equipment	-	- %	- %	-	-	-	-
345	Power Operated Equipment	-	- %	- %	-	-	-	-
346	Communication Equipment	-	- %	- %	-	-	-	-
347	Miscellaneous Equipment	-	- %	- %	-	-	-	-
348	Other Tangible Plant	5	- %	20.00 %	-	-	-	-
	Totals				\$ 7,804		\$ 4,783	\$ 12,587

* This amount should tie to Sheet F-5

WATER OPERATION AND MAINTENANCE EXPENSE

Acct. No.	Account Name	Amount
601	Salaries and Wages - Employees	
603	Salaries and Wages - Officers, Directors, and Majority Stockholders	
604	Employee Pensions and Benefits	
610	Purchased Water	
615	Purchased Power	2,438
616	Fuel for Power Production	392
618	Chemicals	808
620	Materials and Supplies	1,336
630	Contractual Services:	
	Billing	1,800
	Operator and Management	
	Testing	14,455
	Other	24,813
640	Rents	
650	Transportation Expense	
655	Insurance Expense	
665	Regulatory Commission Expenses (Amortized Rate Case Expense)	
670	Bad Debt Expense	
675	Miscellaneous Expenses	1,068
	Total Water Operation and Maintenance Expense	\$ 47,110 *

* This amount should tie to Sheet F-3.

WATER CUSTOMERS

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers		Total Number of Meter Equivalents (c x e) (f)
			Start of Year (d)	End of Year (e)	
Residential Service					
5/8"	D	1.0	964	964	964
3/4"	D	1.5			
1"	D	2.5			
1 1/2"	D,T	5.0			
General Service					
5/8"	D	1.0			
3/4"	D	1.5			
1"	D	2.5			
1 1/2"	D,T	5.0			
2"	D,C,T	8.0			
3"	D	15.0			
3"	C	16.0			
3"	T	17.5			
Unmetered Customers		1.0			
Other (Specify):					
Total			964	964	964

** D = Displacement
C = Compound
T = Turbine

UTILITY NAME: Donald E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country Club
 SYSTEM NAME: Blue Heron Golf & Country Club

YEAR OF REPORT
December 31, 2006

PUMPING AND PURCHASED WATER STATISTICS

MONTH (a)	Water Purchased For Resale (Omit 000's) (b)	Finished Water From Wells (Omit 000's) (c)	Recorded Accounted For Loss Through Line Flushing Etc. (Omit 000's) (d)	Total Water Pumped And Purchased (Omit 000's) [(b)+(c)-(d)] (e)	Water Sold To Customers (Omit 000's) (f)
January	-	668	-	668	525
February	-	500	-	500	413
March	-	650	-	650	514
April	-	614	129	485	434
May	-	654	123	531	471
June	-	870	-	870	402
July	-	653	-	653	521
August	-	673	-	673	487
September	-	672	-	672	494
October	-	687	-	687	533
November	-	884	-	884	438
December	-	870	-	870	550
Total for year	N/A	8,395	252	8,143	5,782

If water is purchased for resale, indicate the following:

Vendor N/A
 Point of Delivery N/A

If Water is sold to other water utilities for redistribution, list names of such utilities below:

MAINS (Feet)

Kind of Pipe (Cast Iron, coated steel, etc.)	Diameter of Pipe	First Year	Added	Removed or Abandoned	End of Year
N/A			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-

UTILITY NAME: Donald E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country Club
 SYSTEM NAME: Blue Heron Golf & Country Club

YEAR OF REPORT
 December 31, 2006

WELLS AND WELL PUMPS
 (If Available)

(a)	(b)	(c)	(d)	(e)
Year Constructed _____	N/A			
Types of Well Construction and Casing _____				

Depth of Wells _____				
Diameters of Wells _____				
Pump - GPM _____				
Motor - HP _____				
Motor Type * _____				
Yeilds of Wells in GPD _____				
Auxillary Power _____				
* Submersable, centrifugal, etc.				

RESERVOIRS

(a)	(b)	(c)	(d)	(e)
Description (steel, concrete) _____	Steel			
Capacity of Tank _____	50000			
Ground of Elevated _____	Elevated			

HIGH SERVICE PUMPING

(a)	(b)	(c)	(d)	(e)
MOTORS				
Manufacturer _____	None			
Type _____				
Rated Horsepower _____				
(a)	(b)	(c)	(d)	(e)
PUMPS				
Manufacturer _____	None			
Type _____				
Capacity in GPM _____				
Average Number of Hours Operated Per Day _____				
Auxiliary Power _____				

UTILITY NAME: Donald E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country Club

SOURCE OF SUPPLY

List for each source of supply (Ground, Surface, Purchased Water, etc):

Gallons per day of source_____	23,000		
Type of source_____	Aquifer		

WATER TREATMENT FACILITIES

List for each Water Treatment Facility:

Type_____	Aeration/Chlorination		
Make_____	Davco		
Permitted Capacity (GPD)	75,000		
High service pumping Gallons per minute_____			
Reverse Osmosis_____			
Lime treatment Unit Rating_____			
Filtration Pressure Sq. Ft._____			
Gravity GPD/Sq. Ft._____			
Disinfection Chlorinator_____			
Ozone_____			
Other_____			
Auxiliary Power_____			

UTILITY NAME: Donald E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country Club
SYSTEM NAME: Blue Heron Golf & Country Club

YEAR OF REPORT
December 31, 2006

OTHER WATER SYSTEM INFORMATION

Furnish information below for each system not physically connected with another facility. A separate page should be supplied where necessary.

1.	Present ERC's * the system can efficiently serve	964
2.	Maximum number of ERC's * which can be served	964
3.	Present system connection capacity (in ERC's *) using existing lines	964
4.	Future connection capacity (in ERC's *) upon service area buildout	964
5.	Estimated annual increase in ERC's*	
6.	Is the utility required to have fire flow capacity? If so, how much capacity is required?	Yes
7.	Attach a description of the fire fighting facilities	6 Hydrant
8.	Describe any plans and estimated completion dates for any enlargements or improvements of this system.	None
9.	When did the company last file a capacity analysis report with the DEP?	None
10.	If the present system does not meet the requirements of DEP rules, submit the following: a. Attach a description of the plant upgrade necessary to meet DEP rules. b. Have these plans been approved by DEP? c. When will construction begin? d. Attach plans for funding the required upgrading. e. Is this system under any Consent Order with DEP?	
11.	Department of Environmental Protection ID #	N/A
12.	Water Management District Consumptive Use Permit #	N/A
	a. Is the system in compliance with the requirements of the CUP?	N/A
	b. If not, what are the utility's plans to gain compliance?	N/A

* An ERC is determined based on one of the following methods:

(a) if actual flow data are available from the preceding 12 months:

Divide the total annual single family residence (SFR) gallons sold by the average number of single family residents (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.

(b) If no historical flow data available are available for use:

ERC = (Total SFR gallons sold (omit 000)/365 days/350 gallons per day).

WASTEWATER OPERATION SECTION

Doanld E. McBrayer and Marty Stevens d/b/a Blue Heron Golf & Country Club provides water only;
Therefore this section is not applicable and has been omitted from this Report.

CERTIFICATION OF ANNUAL REPORT

I HEREBY CERTIFY, to the best of my knowledge and belief:

- | | | |
|--------------|-----------|--|
| YES
(X) | NO
() | 1. The utility is in substantial compliance with the Uniform System Of Accounts prescribed by the Florida Public Service Commission in Rule 25-30.115 (1), Florida Administrative Code. |
| YES
(X) | NO
() | 2. The utility is in substantial compliance with all applicable rules and orders of the Florida Public Service Commission. |
| YES
(X) | NO
() | 3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statement of the utility. |
| YES
(X) | NO
() | 4. The annual report fairly represents the financial condition and results of operations of the respondent for the period presented and other information and statements presented in the report as to the business affairs of the respondent are true, correct and complete for the period for which it represents. |

ITEMS CERTIFIED

1. (X)	2. (X)	3. (X)	4. (X)
-------------	-------------	-------------	-------------



 (signature of chief executive officer of the utility) *

1. ()	2. ()	3. ()	4. ()
-----------	-----------	-----------	-----------

 (signature of chief financial officer of the utility) *

* Each of the four items must be certified YES or NO. Each item need not be certified by both officers. The items being certified by the officer should be indicated in the appropriate area to the left of the signature.

Notice: Section 837.06, Florida Statutes, provides that any person who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree.

Office of Commission Clerk Official Filing

Ruth Nettles

From: Consumer Contact
Sent: Monday, June 09, 2008 12:16 PM
To: Consumer Contact
Subject: E-Form Improper Billing TRACKING NUMBER: 13680

FPSC, CLK - CORRESPONDENCE		
<input type="checkbox"/> Administrative	<input type="checkbox"/> Parties	<input checked="" type="checkbox"/> Consumer
DOCUMENT NO. 01629-08		
DISTRIBUTION: _____		

Complaint filed with PSC

Choose Service Type: Local Telephone Service CUSTOMER INFORMATION

Name: LINDA PERINI
Telephone: 941-592-5829
Email: PERINIS@HOTMAIL.COM
Address: 505 ST ANDREWS DR SARASOTA 34243

BUSINESS INFORMATION

Business Account Name: LINDA PERINI
Account Number: 8223 14 001 3755895
Address: 505 ST ANDREWS DR SARASOTA FL 34243

COMPLAINT INFORMATION

Complaint: Improper Billing against Bright House Networks Information Services (Florida), LLC

Details:

TRANSFERRED ACCT FROM HILLSBOROUGH COUNTY WHERE BHN WAS GOOD ABOUT FOLLOWING UP/RESOLVING COMPLAINTS. OWED \$247 WHEN ACCT WAS TRANSFERRED. NEW SVC ESTABLISHED IN MANATEE CO WAS SUBSTANDARD AND NEVER FULLY OPERATIONAL=WE HAD A PACKAGE THAT INCLUDED TV/INTERNET/PHONE AND WE NEVER HAD USE OF ALL THREE DURING THE MONTH PRIOR TO CANCELING. AFTER ALMOST DAILY REPAIR VISITS I CANCELED SVC AND WENT WITH VERIZON-HAVE HAD NO PROBLEMS SINCE. BHN AGREED TO CREDIT THE SVC FOR THE 30 DAYS IN MANATEE CO SINCE IT WAS SUCH POOR QUALITY, HOWEVER IT STILL SHOWS ON THE STATEMENTS. THEY WERE ALSO CHARGING FOR A MODEM THAT THEIR CONTRACTOR PICKED UP-COLLECTIONS SUPERVISOR SAID THAT AMOUNT HAD BEEN REMOVED, BUT IT IS HARD TO TELL WITHOUT PROPER DOCUMENTATION. I HAVE RELAYED TO THEIR OFFICE MANY TIMES THAT I AM WILLING TO PAY THE \$247 IF THEY RESOLVE THE OTHER BILLING ISSUES. THEIR COLLECTIONS SPECIALIST ALSO ATTACHED AN EMAIL BETWEEN HER (CAROL WINGFIELD) AND ANOTHER COLLECTIONS EMPLOYEE (ELEANOR COLBERT) LISTING CLIENTS WITH NSF CHECKS, INCLUDING NAMES, DATES AND ACCT NUMBERS. I ADVISED THE COLLECTIONS SUPERVISOR OF THAT AND SHE WAS NOT INTERESTED IN THE POSSIBLE BREACH OF CONFIDENTIALITY

Ruth Nettles

From: Ruth McHargue
Sent: Tuesday, June 10, 2008 2:18 PM
To: Ruth Nettles
Cc: Kimberley Pena; Pete Lester
Subject: 080001
Attachments: E-Form Improper Billing TRACKING NUMBER: 13680

Please add to docket file.

Thanks,
Ruth

From: Angie Calhoun
Sent: Tuesday, June 10, 2008 1:40 PM
To: Ruth McHargue
Subject: Progress Energy Midcourse Correction Protest

To CLK Docket 080001

Ruth Nettles

From: Lisa Bennett
Sent: Monday, June 23, 2008 5:10 PM
To: Pete Lester; Bill McNulty
Cc: Ruth Nettles; Kimberley Pena
Subject: RE: 080001

This complaint is a telecom, not fuel.

Lisa C. Bennett
Office of the General Counsel
2540 Shumard Oak Boulevard
Tallahassee, FL
850-413-6230

From: Pete Lester
Sent: Tuesday, June 10, 2008 2:19 PM
To: Bill McNulty; Lisa Bennett
Subject: FW: 080001

fyi

From: Ruth McHargue
Sent: Tuesday, June 10, 2008 2:18 PM
To: Ruth Nettles
Cc: Kimberley Pena; Pete Lester
Subject: 080001

Please add to docket file.
Thanks,
Ruth

From: Angie Calhoun
Sent: Tuesday, June 10, 2008 1:40 PM
To: Ruth McHargue
Subject: Progress Energy Midcourse Correction Protest

To CLK Docket 080001