

Ruth Nettles

From: Bronwyn Revell [BRevell@RSBattorneys.com]
Sent: Tuesday, April 06, 2010 2:56 PM
To: Filings@psc.state.fl.us
Cc: John Wharton
Subject: Docket No. 090459-WS
Attachments: Bluefield's Notice of Filing.pdf

- a. The full name, address, telephone number, and e-mail address of the person responsible for the electronic filing

John L. Wharton, Esq.
ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
johnw@rsbattorneys.com
(850) 877-6555
(850) 656-4029 Fax

- b. The docket number and title :Bluefield Utilities, LLC; Docket No. 090459-WS
c. The name of the party on whose behalf the document is filed on behalf of Bluefield Utilities, LLC
d. The total number of pages in each attached document. 13 pages total
e. A brief but complete description of each attached document:
 Notice of Filing (2pages)
 Exhibit A (7 pages)
 Exhibit B (3 pages)
 Exhibit C (1 page)

Bronwyn Revell
Assistant to John L. Wharton, Esq. and
Frederick L. Aschauer, Jr., Esq.
ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555
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brevell@rsbattorneys.com

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Bluefield Utilities, LLC
to operate a water and wastewater utility
in Martin and St. Lucie Counties, Florida

DOCKET NO. 090459-WS

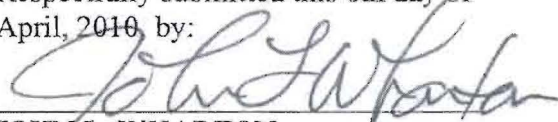
**BLUEFIELD'S NOTICE OF FILING
RE: CITY OF PORT ST. LUCIE**

Bluefield Utilities, LLC, by and through its undersigned attorneys, hereby files the following:

1. Exhibit A – the fully executed Settlement Agreement between the City of Port St. Lucie and Bluefield.
2. Exhibit B – a revised legal description for that territory for which Bluefield continues to seek an original certificate, consistent with Exhibit A.
3. Exhibit C – revised map depicting those areas for which Bluefield continues to seek certification, consistent with Exhibit A.

Except as modified by the attached, and consistent with Exhibit A, Bluefield does and will continue to request that those territories as more specifically described in its Application be certificated by the Commission.

Respectfully submitted this 6th day of
April, 2010, by:



JOHN L. WHARTON
FL BAR ID NO. 563099
F. MARSHALL DETERDING
FL BAR ID NO. 515876
ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, FL 32301
(850) 877-6555

(850) 656-4029 FAX

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished
via email and U.S. Mail this 6th day of April, 2010, to:

Caroline Klancke, General Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
CKLANCKE@psc.state.fl.us

Theresa J. Fontana, Assistant City Attorney
121 S.W. Port St. Lucie Boulevard
Port Saint Lucie, FL 34984
TFontana@cityofpsi.com

Michael Minton
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947
mminton@deanmead.com

Fort Pierce Utilities Authority
c/o R.N. Koblegard, III
200 S. Indian River Drive, Suite 201
Fort Pierce, FL 34950
koblegardlaw@bellsouth.net

Stephen Fry, Martin County Attorney
2401 Southeast Monterey Road
Stuart, FL 34996
sfry@martin.fl.us

Daniel S. McIntyre, County Attorney
2300 Virginia Avenue
Fort Pierce, FL 34982
mcintyred@stlucieco.org



JOHN L. WHARTON



**AGREEMENT BETWEEN
BLUEFIELD UTILITIES, LLC
AND
THE CITY OF PORT ST. LUCIE, FLORIDA**

THIS AGREEMENT is made and entered into this 22nd day of MARCH, 2010, by and between the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), and BLUEFIELD UTILITIES, LLC, a Florida limited liability company (hereinafter referred to as "Bluefield") (each a "Party" and collectively the "Parties").

RECITATIONS

1. On or about September 25, 2009, Bluefield filed an application before the Florida Public Service Commission ("FPSC") for the certification of a public utility with territory in St. Lucie County and Martin County, PSC Docket No. 090459-WS (the "Application").
2. On or about October 22, 2009, the City filed an objection to the Application with the FPSC, raising certain concerns as set forth therein.
3. The Parties hereto desire to enter into this Agreement to resolve the City's concerns with respect to the Application.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, representations, and warranties entered into between the Parties, and in consideration of the benefits to accrue to each, the Parties hereby agree as follows:

1. Recitations Incorporated: The above recitals are true and correct, and are hereby incorporated herein by specific reference.
2. Service Territory: Bluefield hereby recognizes the City of Port St. Lucie Utility Service Area as depicted in Exhibit "A", attached hereto and made a part hereof (the "City's Service Area"). Bluefield hereby agrees not to provide potable water, wastewater, or reclaimed water utility service within the City's Service Area, or place utility lines within the City's Service Area. Furthermore, promptly upon the execution of this Agreement, Bluefield shall (a) file the necessary documentation with the FPSC to withdraw all properties located within the City's Service Area from the Application, and (b) deliver a copy of this Agreement to the FPSC to be included as a part and condition of the FPSC approval of the certification of a public utility requested by the Application. Notwithstanding the foregoing, should Evans Properties, Inc., a subsidiary or a related entity ("Evans Properties") apply in conformance with all applicable City ordinances and technical specifications to the City of Port St. Lucie Utility Systems Department for potable water and/or wastewater service for a property located within the City's Service Area owned by Evans Properties and the City refuses to provide such service, or notifies Evans Properties that the City is unable to provide such service, Bluefield hereby reserves the right to serve said property.

3. Withdrawal of City Objection: Promptly upon the execution of this Agreement, the City shall file with the FPSC a withdrawal of its objection to the Application. Upon approval of the Application by the FPSC, the City agrees to recognize Bluefield's Service Area, as depicted in Exhibit "B", attached hereto and made a part hereof.

4. Notices: The Parties hereby designate the following persons to be contacted and to receive all notices regarding this Agreement:

If to the City, such notice shall be addressed to the City at:

City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
Attention: City Administrator

With a copy to:

City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
Attention: City Attorney

If to Bluefield, such notice shall be addressed to the Utility at:

Bluefield Utilities, LLC
660 Beachland Boulevard
Vero Beach, FL 32963
Attention: Ron Edwards

With a copy to:

Dean, Mead, Minton & Zwemer
1903 South 25th Street
Suite 200
Fort Pierce, FL 34947
Attention: Michael D. Minton

Any Notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by overnight courier, or sent by Certified Mail, Postage Prepaid, Return Receipt Requested. The use of electronic communication is not considered as providing proper notice pursuant to this Agreement.

5. Assignment: This Agreement shall be binding upon, and inure to the benefit of, both the City's and Bluefield's successors and assigns.

6. Beneficiaries: This Agreement is solely for the benefit of the City and Bluefield and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a Party to this Agreement.

7. Amendment: This Agreement cannot be modified or amended except by a written instrument executed by all Parties and supported by valid consideration.

8. Applicable Law and Venue: This Agreement will be interpreted in accordance with the laws of the State of Florida. Venue for any action related to, arising out of, or in any way connected to this Agreement shall be in the state and federal courts located in and for St. Lucie County and nowhere else, and the Parties agree to submit to the jurisdiction of such courts.

9. Entire Agreement and Effective Date: This Agreement constitutes the entire agreement and understanding between the Parties with regard to the content herein and has been entered into voluntarily and with independent advice and legal counsel and has been executed by authorized representatives of each Party on the date written above. This Agreement shall become effective (the "Effective Date") when the last party to this Agreement executes the Agreement. There are no representations, warranties or covenants of any nature, oral or written, which are not included herein.

10. Severability: If any provision or part of a provision of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall, to the extent possible to ensure that the Agreement satisfies the intent of the Parties, remain valid and enforceable by any Party.

11. Construction of Agreement: If any provision of this Agreement requires judicial interpretation, the Parties agree that they have each collectively participated in the negotiation and drafting of this Agreement and that there shall be no judicial or other presumption against either Party regarding the construction of this Agreement.

12. Time is of the Essence: Time is of the essence with respect to each provision of this Agreement.

13. Interpretation: Words used in this Agreement in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include other genders as the context requires. The terms hereof, herein, and herewith and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision unless otherwise stated.

14. Counterparts: This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterpart is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

[SIGNATURE PAGE TO FOLLOW]

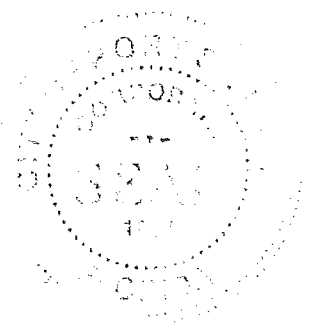
IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

CITY:
CITY OF PORT ST. LUCIE.

By: *Patricia Christensen*
Patricia Christensen, Mayor

ATTEST:
Karen A. Phillips
City Clerk

Date: 3-22-2010



APPROVED AS TO FORM AND
CORRECTNESS:
[Signature]
City Attorney

BLUEFIELD UTILITIES, LLC, a Florida
limited liability company

By: *Ronald L. Edwards*
Print Name: RONALD L. EDWARDS
Its: MANAGER

STATE OF FLORIDA
COUNTY OF *Indian River*

The foregoing instrument was acknowledged before me this 11th day of March, 2010, by RONALD L. EDWARDS, as Manager of BLUEFIELD UTILITIES, LLC, a Florida limited liability company. Said person is personally known to me, or produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

Debra Turner Bunnell
Print Name: DEBRA TURNER BUNNELL
Notary Public, State of Florida
Commission No.: DD 749397

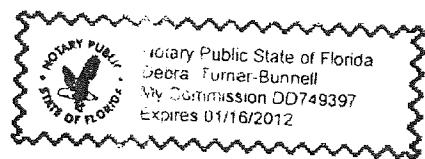


Exhibit "A"

City's Service Area

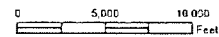
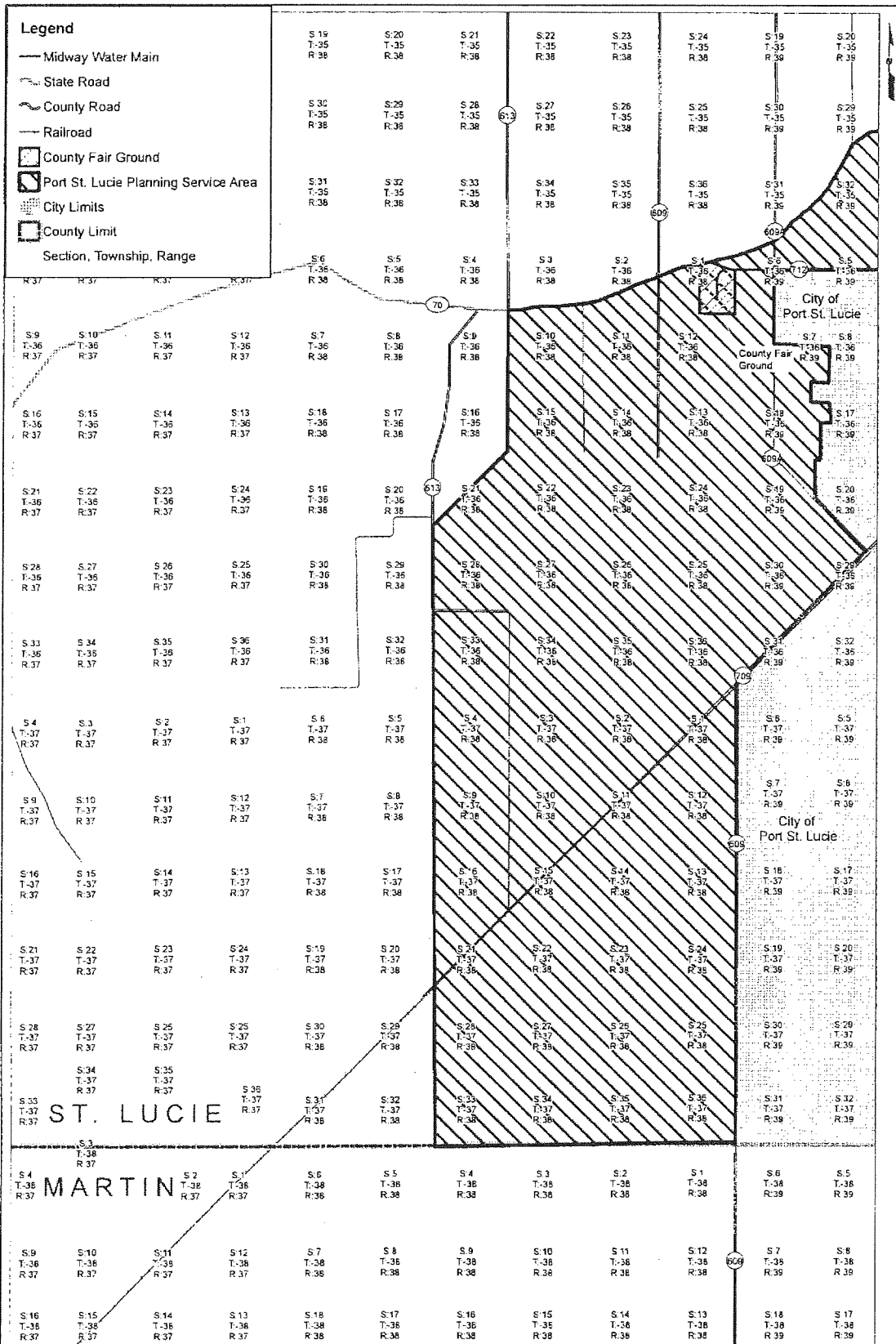


EXHIBIT
A

**PORT ST. LUCIE SETTLEMENT
BLUEFIELD UTILITIES**



gai consultants
transforming data into reality
301 E. Pine St, Suite 1020, Orlando, FL 32801
P 407.423.8398, F 407.843.1070

02/19/2010

Exhibit "B"

Bluefield's Service Area

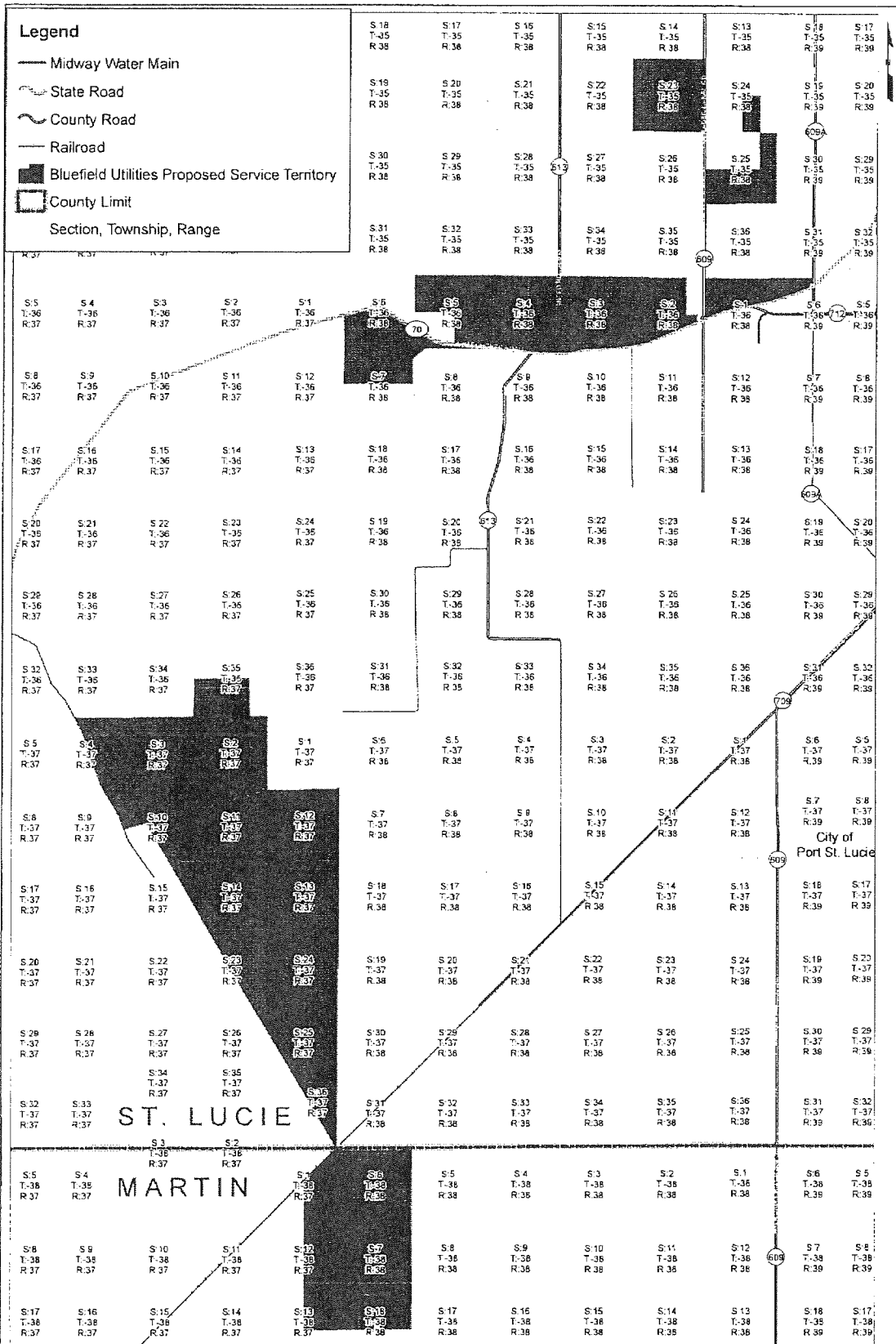


EXHIBIT B
02192210

**PORT ST. LUCIE SETTLEMENT
BLUEFIELD UTILITIES**

gai consultants
transforming ideas into reality
301 E. Pine St, Suite 1020, Orlando, FL 32801
P 407.423.8388, F 407.843.1070

MEMORANDUM

TO: JERRY A. BENTROTT, INTERIM CITY MANAGER
THRU: ROGER G. ORR, CITY ATTORNEY *grr*
FROM: THERESA J. FONTANA, ASSISTANT CITY ATTORNEY *grr*
DATE: MARCH 16, 2010
SUBJECT: BLUEFIELD SETTLEMENT AGREEMENT

Pursuant to the City Council's direction, attached hereto is a negotiated Agreement between the City and Bluefield Utilities, LLC concerning the City's objection to Bluefield's application for certification before the Florida Public Service Commission. We ask that you place this Agreement on the March 22, 2010 City Council Agenda for the Council's consideration. The Utility Systems Department and Legal Department recommend approval.

If you have any questions, you may contact me at x. 4386.

c: Roger G. Orr, City Attorney
Jesus Merejo, Director, Utility Systems Department

RECEIVED

MAR 24 2010

City Manager's Office



DESCRIPTION ID Parcel 1

Section 1 Township 36 South, Range 38 East & Section 6 Township 36 South Range 39 East, St Lucie County

That part of the NE 1/4 of Section 1, Township 36 South, Range 38 East, LESS the North 48 feet; AND that part of the NW 1/4 of Section 6, Township 36 South Range 39 East, LESS the following described land; Begin at the intersection of the North right of way line of State Rd 70 (Okeechobee Road) and the West right of way line of County Road 609A' thence North 250.19 feet; thence S 65° W, 208.71 feet; thence South, 250.19 feet ; thence N 65° E 208.71 feet to the point of beginning. TOGETHER WITH That part of the West 1/2 of Section 1, Township 36 South, Range 38 East, Less the canal right of way,

All land lying North of State Rd 70 (Okeechobee Rd) and it's associated widening to date in St Lucie County.

DESCRIPTION ID Parcel 2, 8 &15

Section 2-4, 9-15, 23-26 & 36 Township 37 South Range 37 East, & Section 35 Township 36 South, Range 37 East St Lucie County

Section 2 LESS the North 125 feet AND all of Section 3 less the North 125 feet AND that portion of Section 4 & 9, lying East of the following described line; Commence at the South line of the North 100 feet of said Section 4 run West 3500 feet to the point of beginning; thence S 28° E, 1550 feet; thence S 14°E, 950 feet; thence S 20° E, 1700 feet; thence S 23° E, 600 feet; thence S 20° E, 550 feet; thence S 30° E, 2550 feet; thence S 21° E 400 feet to the East line of said Section 9 all lying in Township 37 South, Range 37 East in St Lucie County Florida .

TOGETHER WITH portions of Sections 10,11,12,13,14,15,23,24,25,26 and 36 all lying in Township 37 South, Range 37 East in St Lucie County Florida, more particularly described as follows; Begin at the Northwest corner of Section 10 and run South 2170 feet; thence S 21° E 800 feet; thence N 73° 42'00" E along said South line, 1646.50 feet; thence S 30° 44' 17" E a total distance of 24,491 feet to the South line of Section 36, thence East along said South line for 110 feet to a line 140 feet West of the East line of said Sections 36, 25, 24 and 13; thence along said parallel line North 3 miles to the South line of Section 12; thence East along said South line 5 feet to a line parallel with and 135 feet West of the East line of said Section 12; thence North 1 mile to the North line of Section 12, thence West along said North line Section 12, 11 & 10 for 3 miles to the point of beginning.

TOGETHER WITH the W 3/4 of the S 1/2 of Section 35, Township 36 South, Range 37 East in St Lucie County, Florida.

DESCRIPTION ID Parcel 4 & 10

Section 25 Township 35 South Range 38 East, St Lucie County

The East 1/2 of the NE 1/4 and the South 1/2 of Section 25 Township 35 South Range 38 East in St Lucie County LESS the road and canal rights of way.

DESCRIPTION ID Parcel 5, 14 & 18

Section 2-5 & Section 9-10 Township 36 South Range 38 East, St Lucie County

The West 3/4 and that part of the Northeast 1/4 of the SE 1/4 of Sections 2 LESS canal right of way, AND that part of Sections 3 & 4, LESS road and canal rights of way AND the E 1/2 and NW 1/4 of Section 5, less road and canal rights of way, AND that part of Section 9, the NW 1/4 of Section 10, all lying North of SR 70 (Okeechobee Rd) and the associated widening all in Township 36 South Range 38 East in St Lucie County Florida

DESCRIPTION ID Parcel 7, 12, 16, 19, 20

Section 6-7 and 18 Township 38 South Range 38 East, Section 1, 12-13 Township 38 South Range 37 East, Martin County

All of Section 6, LESS the canal right of way, all of Section 7
AND that portion of the North 1/2 of Section 18 more particularly described as follows;
Begin at the Northeast corner of the Section; thence South 2640 feet to the South line of the N 1/2; thence West, along said South line 2100 feet; thence North 208 feet; thence West 205.64 feet; thence North 540.58 feet; thence South 738.55 feet to the aforementioned South line; thence West 2535 feet to the West line of the Section,;; thence North 2640 feet to the North line of the Section, thence East, along said North line 5280 feet to the point of Beginning, all being in Township 38 South Range 38 East in Martin County Florida
AND that portion of the East 1/2 and the NW 1/4 of Section 1 that lies South of the Florida East Coast Railway, the East 1/2 of Section 12 and the NE 1/4 Section 13, all in Township 38 South Range 37 East in Martin County Florida.

DESCRIPTION ID Parcel 9

Section 24 Township 35 South Range 38 East, St Lucie County

The W 1/2 of the SE 1/4 of Section 24 Township 35 South Range 38 East in St Lucie County LESS the East 25 feet, the West 51 feet and the South 25 feet thereof.

DESCRIPTION ID Parcel 13

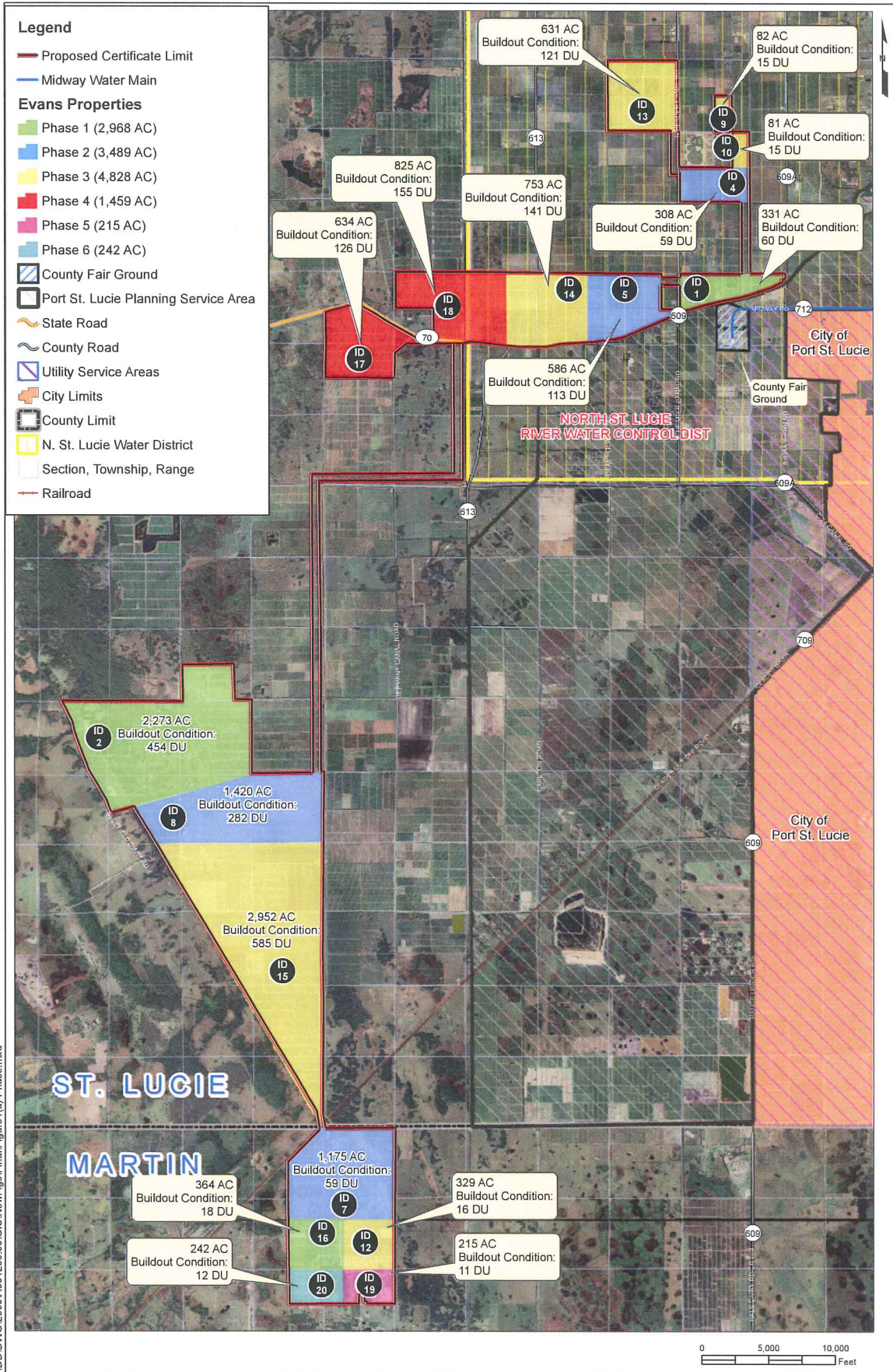
Section 23 Township 35 South Range 38 East, St Lucie County

Section 23 Township 35 South, Range 38 East in St Lucie County Florida LESS road and canal rights of way.

DESCRIPTION ID Parcel 17

Section 5-8 Township 36 South Range 38 East, St Lucie County

That part of Section 5, LESS canal & road right of way AND that Part of Section 6, AND the North 1/2 of Section 7, Less the South 50 feet and LESS the road right of way TOGETHER WITH that part of Section 8 that lies North and West of Summerlin Road all in Township 36 Range 38 East, lying South of SR 70 (Okeechobee RD) and its associated widening in St Lucie County Florida



P:\ORL\HCD\CADD\DWG\2008\A081266_00\GIS\NewFigs\Final\Figure 1(a) Phase.mxd

FIGURE 1(a)

DEVELOPMENT PHASES - FINAL
BLUEFIELD UTILITIES
EVANS PROPERTIES, INC. (PO #675380)

gai consultants
transforming ideas into reality[®]
301 E. Pine St, Suite 1020, Orlando, FL 32801
P 407.423.8398, F 407.843.1070

