

State of Florida



Public Service Commission

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

RECEIVED-FPSC

JUL 15 PM 1:52

COMMISSION
CLERK

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

DATE: July 15, 2004

TO: Blanca S. Bayó, Commission Clerk and Administrative Services Director

FROM: Patricia L. Brady, Regulatory Analyst IV, Division of Economic Regulation *pb pas*
 Christine Romig, Regulatory Analyst IV, Division of Economic Regulation *CR*
 Katherine E. Fleming, Attorney, General Counsel *KEF*

RE: Docket No. 040267-WS, Application for transfer of all facilities operated under
 Certificates 200-W and 145-S from Forest Hills Utilities to Pasco County.

Pursuant to Order No. PSC-04-0536-FOF-WS, issued May 26, 2004, in the above referenced docket, the docket was to be administratively closed upon receipt of an executed purchase agreement and verification that the 2004 regulatory assessment fees (RAFs) have been paid.

As part of the original application, a purchase agreement signed by representatives of Forest Hills Utilities was provided. Since the transfer had not occurred, page 20 of the purchase agreement was not yet executed by Pasco County. Attached is a copy of that executed page. In addition, on July 6, 2004, the President of Forest Hills Utilities filed a letter in the docket confirming that the transfer of utility assets to Pasco County occurred on July 1, 2004. (Copy of letter also attached.) Staff has also verified that the utility has prepaid estimated 2004 water and wastewater RAFs.

Therefore, the cancellation of Certificates 200-W and 145-S is effective July 1, 2004. Since there are no further matters remaining this docket may be administratively closed.

Attachments: (2)

cc: Division of the Commission Clerk and Administrative Services (Grant)

*OK to close
7-15-04
7/15*

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

funds therein are expended sooner, or for a longer period should arbitration occur until all such arbitration is final. At the end of the said period, all funds remaining in the said escrow account, including interest shall be distributed to the UTILITY. The UTILITY'S obligation for the necessary repairs or replacements of latent defects in the SYSTEM shall be limited to this \$100,000.00 escrow amount; however, the escrow sum of \$100,000.00 shall in no way be considered as a cap or limitation on any other obligations that may be found to be due to the COUNTY from the UTILITY under the terms of this agreement

SECTION 35. TERMINATION. Notwithstanding any other provision hereof, the COUNTY may, terminate this agreement without any liability or obligation to the UTILITY if 1) any material default under, material breach of, or failure of any agreement, covenant, condition, or term of this agreement by the UTILITY shall have occurred, or any material misrepresentation or any material breach of any warranty of the UTILITY shall have occurred; or 2) on or before the closing date any party (other than officers or employees of the COUNTY) shall (a) have file a legal challenge to the pending transfer with any Federal, state or local regulatory agency or commission or court and such challenge shall not have been dismissed or withdrawn before the closing date, or (b) have timely taken action to nullify the purchase through the initiative or referendum process; or 3) after conducting a public hearing or hearings under Section 125.3401, Florida Statutes, a referendum or special election is held within the COUNTY to determine the question of acquisition of the System (or the appropriateness of issuing revenue bonds for purposes of the said acquisition) and the voters of the County of Pasco reject the acquisition or issuance of revenue bonds; or 4) after conducting a public hearing or hearings under Section 125.3401, Florida Statutes, the Board of County Commissioners of Pasco County determine that the acquisition shall not occur. The COUNTY agrees to hold any such public hearing or hearings under Section 125.3401, Florida Statutes, within sixty (60) days after the date of execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 11th

day of May, 2004.



Jed Pittman
Jed Pittman, Clerk

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By:

Peter Altman
Peter Altman, Chairman

APPROVED

MAY 11 2004

ORIGINAL

FOREST HILLS UTILITIES
Robert Dreher
1518 U.S. Highway 19
Holiday, FL 34691

2004 JUL -6 AM 9:19
DISTRIBUTION CENTER

July 1, 2004

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

COMMISSION
CLERK

04 JUL -6 AM 9:47

REC ED-FPSC

Re: PSC Docket No. 040267-WS
Forest Hills Utilities, Inc.

Dear Sir/Maam:


This letter is written to advise you of the transfer of assets of the utility, Forest Hills Utilities, Inc., to Pasco County, Florida, effective July 1, 2004.

We will be providing, under separate cover, the regulatory assessment fees for both water and wastewater operations prorated through June 30, 2004.

In the event you have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

CMP _____
COM _____
CTR _____
ECR _____
GCL _____
OPC _____
MMS _____
RCA _____
SCR _____
SEC 1
OTH _____



Robert L. Dreher
President

Cc: Douglas S. Bramlett

DOCUMENT NUMBER-DATE

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