

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL
FILE COPY

In re: Application for amendment
of Certificate No. 427-W to add
territory in Marion County by
Windstream Utilities Company.

Docket No. 960867-WU

JOINT MOTION FOR CONTINUANCE

MARION COUNTY (the "County"), and WINDSTREAM UTILITIES COMPANY, INC.

("Windstream"), by and through their undersigned attorneys hereby requests that the Presiding Officer in the above-styled cause enter an order continuing and abating the Prehearing and the Hearing and all other matters currently pending in the above-styled cause currently scheduled for Prehearing on May 28, 1997, and Hearing on June 17, 1997.

As grounds therefore, the County and Windstream state that representatives of the parties have developed a settlement proposal attached to and incorporated in this Joint Motion for Continuance as Exhibit "A," which has been agreed to by Windstream and which will be presented to the Board of County Commissioners of Marion County for approval and execution at their meeting on June 3, 1997. Therefore, the parties believe there is a substantial possibility of completely settling this matter short of hearing. The parties,

ACK _____ therefore, request a continuance of the above dates for the purpose of settling this matter.

AFA _____

APP _____ THEREFORE, the parties to this proceeding hereby requests the Presiding Officer

CAF _____ to enter an order continuing the prehearing and the hearing and all other matters currently

CMU _____
CTR _____ pending in this cause.

EAG _____
LEG 1 Respectfully submitted,

LIN 3

OPC _____

RCH _____

SEC 1

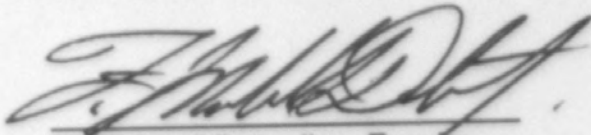
WAS _____

OTH _____

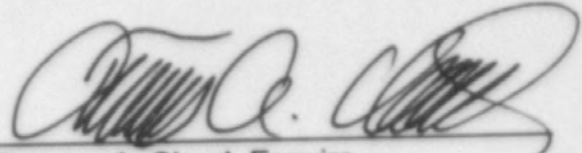
DOCUMENT NUMBER-DATE

05153 MAY 22 97

FPSC-RECORDS/REPORTING



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407/843-8880
Attorney for Marion County

CERTIFICATE OF SERVICE
Docket No. 960867-WU

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the following parties this 22nd of May, 1997.

D. Cyrus-Williams
Florida Public Service Commission
Legal Division
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

VIA HAND DELIVERY

Thomas A. Cloud, Esquire
Gray, Harris & Robinson, P.A.
201 East Pine Street
Suite 2100
Orlando, FL 32802

VIA FACSIMILE AND U.S. MAIL

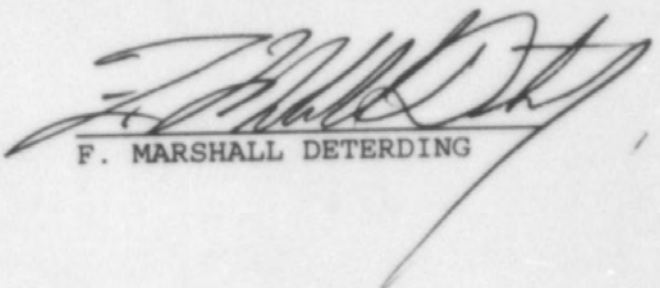

F. MARSHALL DETERDING

EXHIBIT "A" SETTLEMENT PROPOSAL

Randy Harris, a member of the Board of County Commissioners of Marion County, a political subdivision of the State of Florida, and Windstream Utilities Company, a Florida Corporation, hereby agree to jointly propose and submit this Settlement Proposal in order to resolve their disputes concerning the provision of water service to certain areas within the boundaries of Marion County, Florida, which Proposal shall be a Stipulated Agreement incorporated into an enforceable stipulated agreement containing the following provisions:

"STIPULATED AGREEMENT"

1. It is in the best interest of both parties to resolve their dispute concerning the proposed provision of water service to various parcels of property within Marion County currently proposed for service by Windstream Utilities Company in PSC Docket No. 960867-WU, and for other parcels of property in the immediate vicinity thereof.
2. Mindful of the cost of continued litigation and other valid considerations, Windstream agrees to modify its application currently pending before the Florida Public Service Commission in Docket No. 960867-WU in order to remove lands which the parties agree the County should be allowed to serve in exchange for Marion County agreeing to withdraw their protest in opposition to Windstream's application in Docket No. 96087-WU.
3. Windstream, immediately upon approval of this agreement by the full Marion County Commission, will file an amendment to its application pending before the Florida Public Service Commission to include only the lands described by legal description in Exhibit "1" hereto and as depicted on the map attached as Exhibit "2" hereto within its certificated water service area.
4. ~~Subject to the amendment being filed and the Florida Public Service Commission accepting or approving this amendment (if necessary), the County agrees not to oppose Windstream Utilities Company and to permit Windstream Utilities Company to provide service to this amended area and its existing certificated area.~~
5. Once the amended application referenced above is filed, the County will file its Notice of Withdrawal of Protest in Public Service Commission docket No. 960867-WU and to support Windstream's amended application contingent upon revision to that application in conformance with the territory outlined herein and in Exhibit "1" and "2" hereof and contingent upon the executed Stipulated Agreement.
6. Hereafter, neither party will invade the territory of the other or propose to provide water service to such territory of the other unless and until written authorization to do so is provided by the party whose service territory is in question.

7. To the extent the County or Windstream is unable to provide service to a portion of its territory as evidenced by a written statement directly to the other party of its inability or unwillingness to do so, the parties will cooperate to ensure that water service is provided by whoever is best able to do so in the quickest and most efficient manner.

8. The Stipulated Agreement shall be specifically enforceable in accordance with its terms by either party against the other by filing with the Fifth Judicial Circuit Court in and for Marion County, Florida."

Windstream and Randy Harris recognize that this Settlement Proposal is being signed pursuant to a verbal agreement reached between County Commissioner Randy Harris, the County Commissioner designated to deal with the water and sewer utility territorial matters, and L.E. Dlouhy of Windstream Utilities Company. Windstream and Randy Harris agree that they shall use their best efforts and good offices to support execution of a Stipulated Agreement as outlined above that is enforceable and binding on both parties and that is Settlement Proposal is not binding upon Marion County until such time as it is approved by the full County Commission.

Dated this 21 day of May, 1997.

WINDSTREAM UTILITIES COMPANY

By: Shari Dlouhy
Shari Dlouhy, President
L.E. Dlouhy
MAY 21, 1997

MARION COUNTY

By: Randy Harris
Randy Harris, Commissioner
May 21, 1997

LEGAL DESCRIPTIONS:

THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA,
AND

SECTION 16, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, AND THAT PART OF SECTIONS
8, AND 17, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LYING SOUTH AND EAST OF STATE
ROAD 200.

EXCEPT THE FOLLOWING:

THE SOUTH 1/2 OF THE S.E. 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION
COUNTY, FLORIDA.

AND EXCEPT:

THE SOUTH 1/2 OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION
COUNTY, FLORIDA.

AND EXCEPT: *(DEER CREEK AND SOUTH EXCEPTION)*

THE WEST 1/2 OF THE S.W. 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

AND EXCEPT: *(MARION LANDING AREA EXCEPTION)*

FROM THE S.W. CORNER OF THE S.E. 1/4 OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY,
FLORIDA, AND THE POINT OF BEGINNING; RUN N 0°19'46" E FOR A DISTANCE OF 859.77 FEET TO A POINT ON THE
SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 200; THENCE RUN N 41°47'57" E ALONG SAID RIGHT-OF-
WAY LINE FOR A DISTANCE OF 1017.47 FEET TO A POINT; THENCE RUN S 0°26'05" W FOR A DISTANCE OF 1621.43
FEET TO A POINT ON THE SOUTH LINE OF THE S.E. 1/4 OF SAID SECTION 8; THENCE CONTINUE S 0°26'05" W FOR A
DISTANCE OF 1323.60 FEET TO A POINT; THENCE RUN S 89°43'37" E FOR A DISTANCE OF 651.34 FEET TO A POINT;
THENCE CONTINUE S 89°43'47" E FOR A DISTANCE OF 1377.18 FEET TO A POINT; THENCE RUN S 0°25'25" W, ALONG A
LINE PARALLEL TO AND 40.00 FEET WEST OF THE EAST LINE OF THE N.E. 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH,
RANGE 21 EAST, FOR A DISTANCE OF 1321.19 FEET TO A POINT; THENCE RUN S 0°26'43" W, ALONG A LINE
PARALLEL TO AND 40.00 FEET WEST OF THE EAST LINE OF THE S.W. 1/4 OF SAID SECTION 17, FOR A DISTANCE OF
1321.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE S.W. 1/4 OF SAID SECTION 17; THENCE
RUN S 89°59'04" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 2637 FEET ± TO A POINT; THENCE CONTINUE
S 89°59'04" W FOR A DISTANCE OF 290.40 FEET TO A POINT; THENCE RUN N 0°31'41" E FOR A DISTANCE OF 1995.16
FEET TO A POINT; THENCE RUN N 89°45'19" E FOR A DISTANCE OF 290.40 FEET TO A POINT; THENCE RUN N 0°31'41" E
ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 17 FOR A DISTANCE OF 1987 FEET ± TO THE POINT OF
BEGINNING.

ALL LYING AND BEING IN MARION COUNTY, FLORIDA.

EXHIBIT 1

EXHIBIT 2

EXISTING AND PROPOSED CERTIFICATED AREAS





MARION COUNTY
SERVICE AREA

MARION COUNTY
SERVICE AREA
10

18

15

LEGEND

	OTHER WATERS SERVICE AREA EXCLUDED
	WATERWORKS UNIFIED SERVICE AREA
	WATERWORKS PROPOSED SERVICE AREA
	CLARK COUNTY SERVICE AREA

MARION COUNTY
SERVICE AREA

