

ORIGINAL

M E M O R A N D U M

March 8, 1999

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (BRUBAKER) JSB

RE: DOCKET NO. 971638-SU - APPLICATION FOR AMENDMENT OF
 CERTIFICATE NO. 226-S TO ADD TERRITORY IN SEMINOLE COUNTY
 BY FLORIDA WATER SERVICES CORPORATION.

Please place the attached letter dated March 4, 1999, and Agreement to Engage in Mediation in the docket file.

JSB/lw

Attachment

cc: Division of Water and Wastewater (Messer, Chase, Williams,
 G.Edwards, Crouch)
 Division of Legal Services (Jaber)
 Jonathan Davidson, Florida Conflict Resolution Consortium

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OPC _____
- RCH _____
- SEC 1
- WAS _____

DOCUMENT NUMBER-DATE

03001 MAR-8 99

FPSC-RECORDS/REPORTING

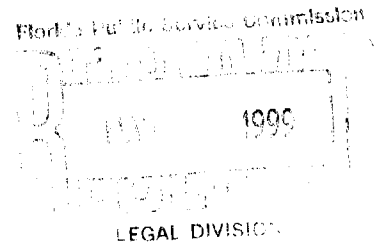
copy to Kay



March 4, 1999

Via Federal Express

Ms. Jennifer Brubaker
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850



Re: Docket No. 971638-SU - Application for amendment of Certificate No. 226-S in
Seminole County by Florida Water Services Corporation

Dear Ms. Brubaker:

Enclosed please find an Agreement to Engage in Mediation fully executed by both parties
in the above-referenced docket.

If you have any questions or comments, please contact Matt Feil at (407) 880-0058, ext.
260.

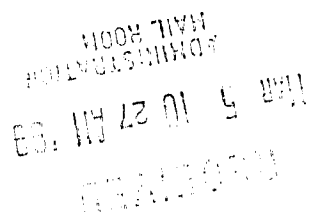
Sincerely,

A handwritten signature in black ink, appearing to read "Donna L. Henry".

Donna L. Henry
Executive Legal Assistant

Enclosure

cc: Richard S. Taylor, Jr., Esq.



AGREEMENT TO ENGAGE IN MEDIATION

FLORIDA PUBLIC SERVICE COMMISSION

Upon signing of this document, each of the parties identified below voluntarily agrees to engage in mediation in good faith for the purpose of resolving the disputed issues of Docket No. 9711638-SU. The process shall be concluded within 60 days of the date this agreement is signed unless otherwise agreed in writing by all parties.

Each party understands that choosing to engage in mediation is voluntary and does not confer or limit standing in any subsequent judicial or administrative proceeding. However, non-participation may limit standing as provided in Rule 28-106.111, FAC. Each party retains the right to a formal hearing before the Florida Public Service Commission (Commission) should the issues fail to be resolved through the mediation process. If any issues remain unresolved, the Commission shall notify the parties in writing of the legal remedies which remain available for disposition of the dispute and the deadlines for pursuing each within 7 days of the conclusion of the mediation.

If the parties have selected a mediator, provide the following. Name: Patrick Wiggins ;
Address: 2145 Delta Blvd, Ste 200, Tallahassee, FL
32303-4209 ; Telephone Number: 850-385-6007.

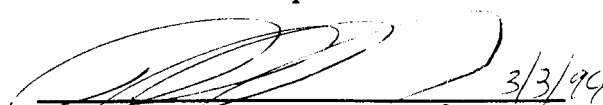
Each party agrees that the cost of engaging the services of an outside mediator will be shared equally among the parties (excluding the Commission) unless specifically stated otherwise and agreed to in writing by all parties. *THE MEDIATION GROUP HAS AGREED TO WAIVE THE MEDIATION FEE TO THE CITY OF LONGWOOD, FL.*

Each party agrees that the Commission may assign a staff member to conduct the mediation unless a mutually agreed upon mediator is selected by the parties. There is no charge for mediation services when the mediation is conducted by a member of the Commission staff.

Each party agrees that all mediation communications of the parties or the mediator prepared for the purpose of mediation shall be considered confidential offers of settlement and are not admissible in subsequent administrative, legislative, or judicial proceedings, unless: agreed to in writing by all parties; the communication has already been made public; or, the communication is required to be made public by statute or judicial order.

Each party understands that any agreement reached through the mediation process is subject to final review by the Commission. The Commission's final review of the mediated agreement shall be limited to whether the agreement is lawful and in the public interest.


Signature _____ Date 3/3/99
Florida Water Services
Name of Party


Signature _____ Date 3/3/99
CITY OF LONGWOOD
Name of Party

Below, please list the date, time and place of the first mediation session.

Date of first mediation session March 18, 1999 Time 1:30 p.m.

Place first session to be conducted T. B. A., Florida Water Services Office available
CITY of LONGWOOD COMMISSION CHAMBERS AND ADJOINING CONFERENCE
ROOM ARE AVAILABLE.

Below, please list the names, addresses, and telephone numbers of any persons who may attend the mediation; please also indicate whether the person is authorized to settle or recommend settlement in this case:

Charles Sweat
Name
Fla. Water
Representing
P.O. Box 609520
Address
Orlando, FL 32860-4520
City State zipcode

Telephone number 880-0058
Authorized to negotiate settlement: Yes No

Matthew Feil
Name
Fla. Water
Representing
P.O. Box 609520
Address
Orlando, FL 32860-4520
City State zipcode

Telephone number 880-0058
Authorized to negotiate settlement: Yes No

Richard Kornbluh
Name
City of Longwood Utilities
Representing
180 E. Warren Ave.
Address
LONGWOOD, FL 32750
City State zipcode
(407) 263-2388

Telephone number
Authorized to negotiate settlement: Yes No

RICHARD S. TAYLOR, JR., ESQ.
Name
City of Longwood
Representing
531 DOG TRACK RD.
Address
LONGWOOD, FL 32750
City State zipcode
(407) 339-7888

Telephone number
Authorized to negotiate settlement: Yes No

JOHN DRAGO, City Administrator
Name
City of Longwood
Representing
175 W. Warren Ave.
Address
LONGWOOD, FL 32750
City State zipcode
(407) 260-3445

Telephone number
Authorized to negotiate settlement: Yes No

Name
Representing
Address
City State zipcode

Telephone number
Authorized to negotiate settlement: Yes No

* SUBJECT TO APPROVAL OF LONGWOOD CITY COMMISSION