

Commissioners:
JOE GARCIA, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
E. LEON JACOBS, JR.
LILA A. JABER



DIVISION OF LEGAL SERVICES
NOREEN S. DAVIS
DIRECTOR
(850) 413-6199

Public Service Commission

April 27, 2000

Mr. Joanes Mauldin
Attention: Ms. Beverly Smith
2380 N.W. 41st Street, Suite F
Gainesville, Florida 32606

Re: Settlement Agreement in Docket No. 921098-WS and Circuit Court Case No. 98-2252-CA, Division J, Turkey Creek Utilities

Dear Mr. Mauldin:

On March 21, 2000, I sent you, Mr. Norwood Hope, and Mr. Neil Malphurs a draft Settlement Agreement. Mr. Hope has responded expressing several concerns:

First, he was concerned with the length and overly legalistic language and suggested a shortened and less legal format. After discussing it with him, I have drafted a second shorter version.

Mr. Hope also suggested that it might be better if the Office of Public Counsel (OPC) was a signatory instead of the Turkey Creek Master Homeowners Association (Homeowners Association). I have talked with Mr. Steve Burgess and Mr. Jack Shreve of the OPC and they have stated that the Homeowners Association must be a signatory, and that if the Homeowners Association signs the agreement, OPC will not contest the agreement. OPC further stated they see no need for the OPC to be a signatory and that I may state that OPC will not contest the Settlement Agreement, so long as the Homeowners Association enters into it.

Mr. Hope also suggested that staff be a signatory. However, staff is not authorized to enter into these types of agreements. Staff's role is to bring this agreement before the Commission, and it will be the Commission's decision whether to approve or reject it.

Finally, Mr. Hope questioned the need to state that a fine had been imposed. However, pursuant to Commission procedure, the fine must either be suspended or the Office of the Comptroller may be forced to attempt collection.

- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- MAS _____
- OPC _____
- RRR _____
- SEC _____
- WAW _____
- OTH _____

DOCUMENT NUMBER - DATE

05403 MAY-18

Mr. Joanes Mauldin
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April 27, 2000

Based on all the above, I have attached a second draft of the Settlement Agreement. If it meets with your approval, please sign and return it to me. If you have changes or concerns, please contact me immediately at (850) 413-6234.

Sincerely,



Ralph R. Jaeger
Senior Attorney

RRJ/lw

cc: Office of Public Counsel (Shreve, Burgess)
Division of Records and Reporting
Division of Water and Wastewater (Brady)

i:\turk-jm.rj

STATE OF FLORIDA

Commissioners:
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DIVISION OF LEGAL SERVICES
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Public Service Commission

April 27, 2000

Mr. Norwood Hope
158 Turkey Creek
Alachua, Florida 32615

Re: Settlement Agreement in Docket No. 921098-WS and Circuit Court Case No. 98-2252-CA, Division J, Turkey Creek Utilities

Dear Mr. Hope:

On March 21, 2000, I sent you, Mr. Neil Malphurs, and Mr. Joanes Mauldin a draft Settlement Agreement. You have responded expressing several concerns.

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Mr. Norwood Hope

Page 2

April 27, 2000

meets with your approval, please sign and return it to me. If you have changes or concerns, please contact me immediately at (850) 413-6234.

Sincerely,

A handwritten signature in black ink, appearing to read "Ralph R. Jaeger". The signature is written in a cursive style with a large, prominent initial "R".

Ralph R. Jaeger
Senior Attorney

RRJ/lw

cc: Office of Public Counsel (Shreve, Burgess)
Division of Records and Reporting
Division of Water and Wastewater (Brady)

i:\turk-nh.rj

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DIVISION OF LEGAL SERVICES
NOREEN S. DAVIS
DIRECTOR
(850) 413-6199

Public Service Commission

April 27, 2000

Neil Malphurs, Esquire
City Attorney
Post Office Box 9
Alachua, Florida 32616

Re: Settlement Agreement in Docket No. 921098-WS and Circuit Court Case No. 98-2252-CA, Division J, Turkey Creek Utilities

Dear Mr. Malphurs:

On March 21, 2000, I sent you, Mr. Norwood Hope, and Mr. Joanes Mauldin a draft Settlement Agreement. Mr. Hope has responded expressing several concerns.

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Mr. Hope also suggested that it might be better if the Office of Public Counsel (OPC) was a signatory instead of the Turkey Creek Master Homeowners Association (Homeowners Association). I have talked with Mr. Steve Burgess and Mr. Jack Shreve of the OPC and they have stated that the Homeowners Association must be a signatory, and that if the Homeowners Association signs the agreement, OPC will not contest the agreement. OPC further stated that they see no need for the OPC to be a signatory and that I may state that OPC will not contest the Settlement Agreement, so long as the Homeowners Association enters into it.

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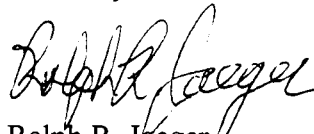
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Mr. Neil Malphurs
Page 2
April 27, 2000

with your approval, please have the mayor sign and return it to me. If you have changes or concerns, please contact me immediately at (850) 413-6234.

Sincerely,



Ralph R. Jaeger
Senior Attorney

RRJ/lw

cc: Office of Public Counsel (Shreve, Burgess)
Division of Records and Reporting
Division of Water and Wastewater (Brady)

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SETTLEMENT AGREEMENT

This agreement, made and entered into this ___ day of _____, by and between: Turkey Creek, Inc. and Family Diner, Inc. d/b/a Turkey Creek Utilities, whose business address is 158 Turkey Creek, Alachua, Florida 32615 (hereinafter referred to as Turkey Creek Utilities); the Turkey Creek Master Owners Association, Inc., whose address is: Attention Beverly Smith, 2380 N.W. 41st Street, Suite F, Gainesville, Florida 32606 (hereinafter referred to as Turkey Creek Owners Association); and the City of Alachua, whose address is Post Office Box 9, Alachua, Florida 32616 (hereinafter referred to as the City).

WHEREAS, the Florida Public Service Commission has pending matters in Docket No. 921098-WS and Circuit Court Case No. 98-2252-CA, Division J.

WHEREAS, recognizing the expensive uncertainty of continuing these proceedings, the above entities desire to effectuate a settlement, which will affect all aspects of these cases.

WHEREAS, the Office of Public Counsel has stated that it will not contest this Settlement Agreement.

NOW, THEREFORE, in consideration of the premises and mutual undertakings and agreements herein contained and assumed, Turkey Creek Utilities, the Turkey Creek Owners Association and the City hereby covenant and agree as follows:

1. The foregoing recitations are true and correct and incorporated herein by this reference.
2. The entities agree to support this Settlement Agreement as the final disposition of all matters covered in Docket No. 921098-WS and Circuit Court Case No. 98-2254-CA and specifically, all matters related to Docket No. 921098-WS.
3. Turkey Creek Utilities will, within 30 days of the Commission's final order approving

this Settlement Agreement, pay \$5,000 to the City of Alachua.

4. The City agrees that it will then turn over the full amount to the Turkey Creek Master Owners Association.

5. This amount will be in total settlement of all remaining refunds and interest due in Docket No. 921098-WS.

6. Contingent upon Turkey Creek Utilities paying the \$5,000 within the specified 30 days, the Commission will permanently suspend the \$5,000 fine imposed by Order No. PSC-96-0350-FOF-WS.

7. Contingent upon Turkey Creek Utilities paying the \$5,000 within the specified 30 days, the Commission will dismiss with prejudice the Circuit Court case, Case No. 98-2252-CA, Division J.

8. Contingent upon Turkey Creek Utilities paying the \$5,000 within the specified 30 days, the Commission will close Docket No. 921098-WS.

9. The signatories have the authority to execute this agreement and to bind their party.

10. The Settlement Agreement shall be submitted to the Commission as the resolution of all disputes and matters contained in Docket No. 921098-WS and the Circuit Court Case as quickly as practicable. The parties agree that this Settlement Agreement is made solely for the purpose of settling the instant proceeding and can not be considered as precedent to any other proceeding.

11. The provisions of this Settlement Agreement are not severable and shall become effective only after the Commission has entered a final order approving the Settlement Agreement in total. In the event the Settlement Agreement is not approved in whole, without modification, the Settlement Agreement shall be deemed withdrawn and null and void, and no party may use this

attempted Settlement Agreement in this or any other proceeding. If this Settlement Agreement is not approved by the Commission, all parties are free to pursue the full range of legal remedies which otherwise would be available to them.

Turkey Creek Utilities

Turkey Creek Master Owners Association

By: Norwood Hope, President

By: Joanes Mauldin, Treasurer

City of Alachua

By: Patrick Murphy, Mayor