

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for staff-assisted rate case in Lee County by Mobile Manor Water Company, Inc. _____/

Docket No. 090170-34U

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COMMISSION
CLERK

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into this ____ February, 2010, by and among Mobile Manor Water Company, Inc. (Mobile Manor), the protesting customers of Mobile Manor, and the non-protesting customers of Mobile Manor.

WITNESSETH

WHEREAS, the Florida Public Service Commission (Commission) issued Proposed Agency Action Order No. PSC-09-0790-PAA-WU in this docket on November 30, 2009 (PAA Order); and

WHEREAS, on December 21, 2009, Mobile Manor and protesting customers filed a timely protest to the PAA Order;

WHEREAS, on December 23, 2009, fifty-five customers ("non-protesting customers") filed a letter in opposition to the increases sought by the protesting customers. The non-protesting customers did not request a hearing; and

WHEREAS, in order to avoid the time, expense and uncertainty associated with adversarial litigation, and in keeping with the Commission's long-standing policy and practice of encouraging parties in protested proceedings to settle issues whenever possible, Mobile Manor, the protesting customers, and the non-protesting customers hereby enter into this Agreement to settle this case in accordance with the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, Mobile Manor, the protesting customers, and the non-protesting customers agree as follows:

1. Mobile Manor, the protesting customers, and the non-protesting customers have agreed that the appropriate utility rent allocation is 90 percent.

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2. Mobile Manor, the protesting customers, and the non-protesting customers have agreed that the appropriate chemicals expense is \$32.

3. Mobile Manor, the protesting customers, and the non-protesting customers have agreed that the appropriate contractual services - professional expense is \$1,485.

4. Mobile Manor, the protesting customers, and the non-protesting customers have agreed that the appropriate utility allocation for Associa Bensons is 70 percent.

5. Mobile Manor, the protesting customers, and the non-protesting customers have agreed that the appropriate revenue requirement is \$74,822 for water.

6. Mobile Manor, the protesting customers, and the non-protesting customers agree that the appropriate rates are as follows:

MOBILE MANOR WATER COMPANY, INC.		DOCKET NO. 090170-WU				
TEST YEAR ENDING 12/31/08						
MONTHLY WATER RATES						
	RATES PRIOR TO FILING	COMMISSION APPROVED INTERIM	COMMISSION PROPOSED FINAL	SETTLEMENT RATES	MONTHLY RATE REDUCTION	
<u>Residential and General Service</u>						
<u>Base Facility Charge by Meter</u>						
<u>Size:</u>						
5/8"X3/4"	\$6.94	-\$10.21	\$7.26	\$10.34	\$0.06	
3/4"	\$0.00	\$0.00	\$10.89	\$15.51	\$0.09	
1"	\$0.00	\$0.00	\$18.15	\$25.85	\$0.15	
1-1/2"	\$0.00	\$0.00	\$36.30	\$51.70	\$0.30	
2"	\$0.00	\$0.00	\$58.08	\$82.72	\$0.49	
3"	\$0.00	\$0.00	\$116.16	\$165.44	\$0.97	
4"	\$0.00	\$0.00	\$181.50	\$258.50	\$1.52	
6"	\$0.00	\$0.00	\$363.00	\$517.00	\$3.04	
<u>Residential Gallonage Charge</u>						
Gallonage Charge (all gallons)	\$6.24	\$9.18	\$6.53	\$6.24		
<u>General Service Gallonage Charge</u>						
Gallonage Charge (all gallons)	\$6.24	\$9.18	\$6.53	\$6.24		
<u>Typical Residential 5/8" x 3/4" Meter Bill Comparison</u>						
3,000 Gallons	\$25.66	\$37.75	\$26.85	\$29.06		
5,000 Gallons	\$38.14	\$56.11	\$39.91	\$41.54		
10,000 Gallons	\$69.34	\$102.01	\$72.56	\$72.74		

7. Further, Mobile Manor, the protesting customers, and the non-protesting customers agree that there is no requirement for a refund of interim rates.

8. Mobile Manor agrees not to file for any new rate case before March 1, 2012, except for price indexes and pass-throughs pursuant to Section 367.081(4), Florida Statutes, for the recovery of government-mandated improvements, and those agreed upon between Mobile Manor and its customers in the future.

9. The submission of this Settlement Agreement by Mobile Manor, the protesting customers, and the non-protesting customers is in the nature of an offer to settle. Consequently, if this Settlement Agreement is not accepted and approved without modification by Commission Order, then this Settlement Agreement is rejected and shall be considered null and void and no one may use the attempted agreement in this or any other proceeding.

10. Mobile Manor, the protesting customers, and the non-protesting customers expressly agree that all activity relating to this docket should be suspended until the Commission disposes of the request for approval of Settlement Agreement.

11. This Settlement Agreement will become effective on the date the Commission issues a final order approving the agreement in total. Upon the Commission issuing a final order approving this Settlement Agreement, the protesting customers' Petition on Proposed Agency Action shall be deemed resolved in accordance with the terms of this Settlement Agreement.

12. The customers and Mobile Manor have evidenced their acceptance and agreement with the provisions of this Settlement Agreement by their signatures, and personally represent that they have authority to execute this Settlement Agreement on their own behalf or on behalf of Mobile Manor.

MOBILE MANOR WATER COMPANY, INC.

By: _____

Tom Hawkins, Board President
150 Lantern Lane
North Fort Myers, FL 33917

Line No.	Signature	Address
172	Ralph E. Braden	211 LAMPLIGHTER LN.
173	Janice Millhouse	140 Lamplighter Lane
174	Jane C. Mae King	164 Lamplighter Ln.
175	Ladice Brubaker	211 Lamplighter
176	Faye MacKenzie	208 Lamplighter
177	Faye MacKenzie	202 Lamplighter
178	William B. Blakeley	227 Lamplighter Ln.
179	Kathleen Blakeley	227 Lamplighter Ln.
180	Wynifred Boice	226 Lamplighter Lane
181	Robert S. Hall	160 Lamplighter Lane
182	Kathy Hall	160 Lamplighter Ln.
183	W. Womack	217 Lamplighter
184	C. Womack	217 Lamplighter Lane
185	Dale S. Evans	232 Lamplighter Lane
186	Burdell Evans	232 Lamplighter Lane
187	Mrs. Cliff Brown	133 Lamplighter
188	Mary S. Clifford	154 Flame Lane
189	Jerry Holis	254 FIREBALL LN
190		
191	William Comak	253 Fireball
192	Alvin Macabue	228 Fireball Lane
193	Virica Macabue	228 Fireball Lane
194		
195		

Line No.	Signature	Address
148	Mary E. Knox	111 Amber Ave, N. Ft. Myers
149	Carol A. Thormen	233 Fireball Ln N. Ft. Myers FL
150	J. B. O'Connell	237 FIREBALL LANE N.F.M.
151	John J. O'Connell	241 FIREBALL LN
152	Richard Eunt	125 Lantern Ln Lamplighter
153	Dan H. James	350 Lantern Ln. N.F.M. FL.
154	Ileana Eunt	125 Lamplighter Ln.
155	Jean Kendall	189 Fireball Ln.
156	Margaret Jean Wolfinger	227 Yorker Lane
157	Wayne J. Wolfinger	" " "
158	Maury B. Reden	119 Gaslight Av.
159	Joe W. Hoodlich	118 gaslight ave.
160	Kitty Baxter	102 Torch Ln.
161	Kitty Baxter	121 Lantern Ln
162	Cindy Leven	305 Lantern Ln.
163	Ed Kurowski	188 Fireball Ln.
164	Jeanne Kurowski	188 Fireball Ln
165	Michael Grandcolas	2109 Twin Brooks Rd.
166	Mary A. Grandcolas	2109 Twin Brooks Rd.
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168		
169		
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171		

Line No.

Signature

Address

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Marlene Aline

176 Ferrell Lane -

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Line No.	Signature	Address
124	Edna A. Bussett	106 Amber Lane
125	Edna W. H. Lott	106 Amber Lane
126	Paula L. Traverser	112 Torch Lane
127	Rehyle Danning	103 Lantern Place
128	Jean V. Penfield	130 FLAME LANE
129	Paula Fleckinger	130 FLAME LANE
130	Donald Maurer	103 Lantern Pl.
131	Stacy Cherry	177 Lantern FLAME
132	Cheryl Black	129 Candle Cw
133	Katie Cherry	177 Lantern Lane
134	Donald C. Amundson	136 Gaslight Ave.
135	Marta J. Amundson	136 Gaslight Ave.
136	Michael Vlantus	111 Lantern Pl.
137	Christine Vlantus	111 Lantern Pl.
138	Don Longfellow	201 Fireball Ln
139	Jean Longfellow	201 Fireball Ln.
140	Joseph T. Zsch	213 FIREBALL LN
141	Rachel Deedams	281 FIREBALL LN
142	Marty Skafes	349 Lantern Ln.
143	Linda Karppinen	116 Lantern Pl
144	Ly. Kaprony	116 Lantern.
145	Barbara O'Keefe	128 TORCH LN.
146	Robert O'Keefe	128 TORCH LN.
147	Marta Skafes	138 Lantern Ln

Concurring with the Settlement Agreement

Line No.	Signature	Address
1	Richard O Zepha	129 coachlight LN.
2	Paul Randal Cherene Randal	102 Lantern Pl
3	Cherene Randal Paul Randal	101 Lantern Pl
4	Cherene Randal	101 Lantern Pl
5	Paul Randal	102 Lantern Pl
6	Helen Dillispie	206 Fireball Lane
7	Richard Dillispie	206 Fireball Lane
8	MJ O'Neil	120 LANTERN PLACE
9	Kathy Sims	120 LANTERN PLACE
10	Janet Edmunds	133 LANTERN LANE
11	Janet Edmunds	134 LANTERN LANE
12	Janet Edmunds	215 LANTERN LANE
13	Debbie Burckfield	120 Lantern Place
14	R Edmunds	134 LANTERN LANE
15	R Edmunds	133 LANTERN LANE
16	R Edmunds	215 LANTERN LANE
17	Jim Burckfield	120 Lantern Place
18	Grace Harkman	105 Amber Ave.
19	Charles Harkman	105 Amber Ave
20	Mary C. Babcock	168 Fireball Lane
21	Laura Bower	169 Fireball Lane
22	Donna Jepsen	134 Lantern Place
23	Joe O'Neil	242 Fireball

Concurring with the Settlement Agreement

Line No.	Signature	Address
1	Norman Prater ^{Sr}	365 Lantern Lane
2	Mary Prater	11 71
3	Carl Seiverd	141 Lamplighter
4	Carl Seiverd	148 Lamplighter
5	Carl Seiverd	125 Conolly Ct
6	Jessie Jakobsen	102 Flame Ln
7	Rose Fortin	177 Fireball Ln.
8	Mary C. Jacobson	108 Fireball Lane
9	Jan Jensen	282 Fireball Lane
10	Betty Durham	123 Amber Ave
11	Betty Henderson	123 Lantern Place
12	Harold L. Seay	123 Lantern Lane ^{Flame}
13	Harold L. Seay	123 FLAME
14	Charlene Wash	268 Flame Ln
15	Harold R. Yutts	210 Fireball Ln.
16	Janet E. Crispone	108 Lantern Pl
17	Rhylis Confalone	108 Lantern pl
18	Daniel Mackenzi	164 Lamplighter
19	Benny Carl	243 Lantern Ln.
20	Jim Mon	121 LANTERN PLACE
21	Richard Griffith	101 Amber Ave.
22	DAVID HARRIS	221 Fireball Ln
23	Delores Harris	" "

Line No.	Signature	Address
24	H. Torner	105 TORCH TER
25	Mynna Skatt	218 Fireball Ln.
26	Bol F.A.	117 Torch Terrace
27	Carol Fountaine	" " "
28	David Skatt	218 Fireball Ph.
29	Robert E. Martin	110 Amber Ave.
30	Paul White	104 LANTERN PLACE
31	John Hutchison	309 Lantern Lane
32	James & Vicki	268 Flames Lane
33	James R. Holden	168 Lantern Lane
34	Stephen A. Thayer Holden	168 Lantern Lane
35	Thomas R. Holden	" " "
36	Donald W. Gilliland	112 Lantern Ph.
37	Samuel J. Gilliland	112 LANTERN Ph.
38	Tom Hawkins	257 Fireball LN
39	Cindy Hawkins	257 FIREBALL LN
40	Cindy Hawkins	266 Fireball LN
41	Becky Sloan	266 Fireball LN
42	Harold Kinder	138 LANTERN LN
43	Lena Kinder	" " "
44	Danny Lander	169 Lantern Ln
45	Danny Lander	" " "
46	Richard L. Smith	109 Fireball Circle
47	Carolyn S. Stearns	107 Amber Ave.

Line No.	Signature	Address
24	Janet Cannon	242 Fireball
25	Brenda Hutto	210 Fireball
26	Patrick Hogan	116 TORCH LANE
27	M. Robert Keleek	211 LANTERN LANE
28	Robert E. Clesin	176 Fireball Lane
29	Bonnie Gilleland	220 Klame Lane
30	Robert Gilleland	220 Klame Lane.
31	William Wothuspon	104 Coachlight
32	Linda Wothuspon	104 Coachlight
33	Vito De Francesco	112 TORCH LN
34	Janet De Francesco	112 TORCH LN.
35	Sue Walters	361 LANTERN LN.
36	Ray Gordon	3 TORCH LANE
37	Elaine Jordan	132 Lamplighter Lane
38	Ray Gordon	132 LAMP LIGHTER
39	Halma Gordon	123 Torch Lane
40	Nancy Smeal	244 Lamplighter Ln
41	Mable Smeal	244 LAMPLIGHTER LN.
42	Clayton Johnson	120 Coachlight
43	Bill Johnson	120 Coachlight
44	Mary Thom	129 Torch Ln
45	Carl Thom	129 Torch Ln
46	James B. McCarty	173 Lantern Ln
47	Leona Metzger	119 TORCH LN.

Line No.	Signature	Address
48	Wesley S.	123 Gaslight Ave. N. Ft Myer.
49	Wesley S.	231 Lantern Lane
50	Wesley S.	209 Fireball Ln.
51	William Bonhoff	222 Fireball Ln
52	Sonie Bonhoff	222 Fireball Lane
53	Deanie Darny	209 Fireball Ln.
54	G. J. Guel	218 Lamplighter Ln
55	Paul E. Guel	" " " "
56	Mary Hard.	353 Lantern Lane
57	Kenneth Hard	353 Lantern Lane
58	Lena Barrett	357 Lantern Lane
59	Charles Dick	2119 Twinbrook Rd
60	Sharon Wick	2119 Twinbrook Rd.
61	Dalton Young	318 Lantern Ln
62	Nancy Young	272 Flame Ln.
63	Robert Young	272 Flame Ln
64	Lenny Young	239 Lantern Ln
65	Margaret Morrison	256 Flame
66	Donald Morrison	256 Flame
67	Margaret Morrison	137 Lantern Pl
68	Donald Morrison	137 Lantern Pl.
69	Ernest Young	145 Lamplighter Ln.
70	Henry Schaeffer	153 Lantern Lane
71	Doris Schaeffer	153 Lantern Lane

Line No.	Signature	Address
72	Normand Gogois	214 Fireball Lane N. Ft. M.
73	Dorise Gogois	214 Fireball Lane N. Ft. M.
74	Suzanne Buchner	216 Flame Ln.
75	John & Loretta	177 Fireball
76	Maryalice Wadsworth	280 Flame Ln.
77	William Gentry	114 2 Flame Ln.
78	Paul Gentry	114 Flame Lane
79	Dennis Richardson	119 Lantern Pl.
80	Roger Gaskill	124 Torch Ln.
81	Sue Gaskill	124 Torch Ln.
82	Lama Harris	100 Coachlight Ln.
83	Sonda Richardson	119 Lantern Pl.
84	Albert L. Carpenter	108 Lamp Lighter
85	Joseph E. Finble	122 Flame Lane
86	Dee Finble	122 Flame Lane
87	Donald & Betty	123 Flame Lane
88	Margaret	
89	Fred Mattison	129 Lantern Pl.
90	Theresa Mattison	129 Lantern Pl.
91	Velma Martin	110 Amber Ave
92	Helen White	104 Lantern Pl.
93	Swendolyn Sievert	141 Lamp Lighter Ln.
94	Swendolyn Sievert	148 Lamp Lighter Ln.
95	Swendolyn Sievert	125 Candle Cr.

Line No.	Signature	Address
100	Frank D. Hardy	229 Fireball Lane
101	Donna M. Hardy	229 Fireball Lane
102	Darrell Grogan	314 Lantern Lane
103	Betty Thomas	301 Lantern Lane
104	Marilyn Carter	129 Sunplighter
105	Carl Kellard	129 Sunplighter Ln.
106	Bradley L.	325 WINTER LINE
107	Mike Talm	325 WINTER LINE
108	Joy Berg	322 Lantern Lane
109	Patricia Berg	322 Lantern Lane
110	J. S. Carter	123 LANTERN PLACE
111	Judy Owen	165 Lantern Lane
112	Annel Ingram	129 Coachlight
113	Stanley C. Smith	258 Fireball Lane
114	Catherine Louise Smith	258 Fireball Lane
115	Lammi M. Hardy	270 Fireball Ln
116	Lammi Howe	284 Flame Ln
117	James Howe	284 Flame Ln
118	D. Le Roy Thibert	105 Lantern Place
119	Judy Huffick	101 Amber Ave.
120	Olivia Thompson	101 Fireball Ln.
121	Roger Sparks	252 Flame Lane
122	Kather Kwik	326 Lantern Lane
123	Mr Richard Kwik	326 LANTERN LN.