

Diamond Williams

From: DAVIS.PHYLLIS [DAVIS.PHYLLIS@leg.state.fl.us]
Sent: Thursday, September 29, 2011 9:19 AM
To: Filings@psc.state.fl.us
Cc: Lisa Bennett; 'rtturner102@cfl.rr.com'; 'dsmith32897@cfl.rr.com'; 'flashpta10@aol.com'; 'millicentmallon@earthlink.net'; 'utilityconsultant@yahoo.com'; 'joes1942@yahoo.com'; 'dgreco@utilitytechnicians.com'; 'terry99wi@aol.com'; REILLY.STEVE
Subject: 080562-WU Electronic Filing - MOTION TO APPROVE SETTLEMENT AGREEMENT
Attachments: Motion to Approve Settlement Agreement (F).pdf

Electronic Filing

a. Person responsible for this electronic filing:

Stephen C. Reilly, Associate Public Counsel
Office of Public Counsel
c/o The Florida Legislature
111 West Madison Street, Room 812
Tallahassee, FL 32399-1400
(850) 488-9330
Reilly.steve@leg.state.fl.us

b. Docket No. 080562-WU

In re: Request for approval of amendment to connection/transfer sheets, increase in returned check charge, amendment to miscellaneous service charges, increase in meter installation charges, and imposition of new tap-in fee, in Marion County, by East Marion Sanitary Systems, Inc.

c. Document being filed on behalf of Office of Public Counsel.

d. There are a total of 15 pages.

e. The document attached for electronic filing is **OPC and East Marion Sanitary Systems, Inc. Motion to Approve Settlement Agreement**

Thank you for your attention and cooperation to this request.

Phyllis W. Philip-Guide
Assistant to Stephen C. Reilly
Associate Public Counsel.
Office of Public Counsel
Telephone: (850) 488-9330
Fax: (850) 488-4491

DOCUMENT NUMBER-DATE

07039 SEP 29 =

9/29/2011

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of amendment to connection/transfer sheets, increase in returned check charge, amendment to miscellaneous service charges, increase in meter installation charges, and imposition of new tap-in fee, in Marion County, by East Marion Sanitary Systems, Inc.

Docket No. 080562-WU

Filed: September 29, 2011

MOTION TO APPROVE SETTLEMENT AGREEMENT

East Marion Sanitary Systems, Inc. ("East Marion", "Utility," or "Company") and the Office of Public Counsel ("OPC") on behalf of the general body of ratepayers of East Marion and Intervenor David and Carol Greco, Joseph M. Singel, Rosemary Turner, Dennis Smith and Kevin Politte file this motion requesting the Florida Public Service Commission ("Commission") to approve the attached Settlement Agreement. In support of this motion East Marion and OPC state:

1. East Marion, OPC and six of the eight Intervenor have entered into a Settlement Agreement to resolve the disputed issues with regard to their six respective claims and requests for relief made in this docket.
2. East Marion and OPC contend that the proposed Settlement Agreement, if approved, will help the parties avoid the time, expense and uncertainty associated with adversarial litigation, and the proposed Agreement is in keeping

DOCUMENT NUMBER-DATE

07039 SEP 29 =

.FPSC-COMMISSION CLERK

with the Commission's long-standing practice of encouraging parties in protested proceedings to settle cases whenever possible.

3. East Marion and OPC believe the Settlement Agreement substantially addresses the relief sought by the six Intervenors, while also serving the broader public interest, and accordingly, requests the Commission to expeditiously accept and approved the Settlement Agreement as filed in this docket.

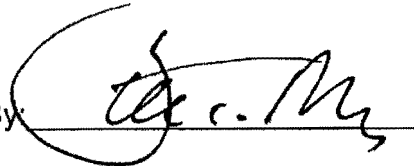
WHEREFORE, East Marion, OPC and the six Intervenors request the Commission to approve without modification the attached Settlement Agreement resolving all of the disputed issues with regard to the six Intervenors.

East Marion Sanitary System, Inc.

By: _____

Herbert Hein, President

Office of Public Counsel

By:  _____

Stephen C. Reilly
Associate Public Counsel
On behalf of the general body
of ratepayers of East Marion
and
Intervenors, David and Carol Greco,
Joseph M. Single, Rosemary Turner,
Dennis Smith and Kevin Politte

with the Commission's long-standing practice of encouraging parties in protested proceedings to settle cases whenever possible.

- 3. East Marion and OPC believe the Settlement Agreement substantially addresses the relief sought by the six intervenors, while also serving the broader public interest, and accordingly, requests the Commission to expeditiously accept and approved the Settlement Agreement as filed in this docket.

WHEREFORE, East Marion, OPC and the six Intervenor request the Commission to approve without modification the attached Settlement Agreement resolving all of the disputed issues with regard to the six Intervenor.

East Marion Sanitary System, Inc.

By:  _____

Herbert Hein, President

Office of Public Counsel

By: _____

Stephen C. Reilly
Associate Public Counsel
On behalf of the general body
of ratepayers of East Marion
and
Intervenor, David and Carol Graco,
Joseph M. Single, Rosemary Turner,
Dennis Smith and Kevin Politte

CERTIFICATE OF SERVICE
DOCKET NO. 080562-WU

I HEREBY CERTIFY that a true and correct copy of the foregoing **Motion to Approve Settlement Agreement** has been furnished by U.S. Mail and electronic mail to parties who have provided e-mail addresses, on this 29th day of September, 2011.

Lisa Bennett, Esquire
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
lbennett@psc.state.fl.us

Herbert Hein
East Marlon Sanitary Systems, Inc.
G-4225 Miller Road, #190
Flint, MI 48507-1227

Rosemary Turner, Widow of
Earl Turner
787 NE 130th Court
Silver Springs, FL 34488
rturner102@cfl.rr.com

Mike Smallridge Utility Consultant
1645 W. Main Street
Inverness, FL 34450
utilityconsultant@yahoo.com

Dennis U. Smith
1384 NE 130th Terrace
Silver Springs, FL 34488-3533
dsmith32897@cfl.rr.com

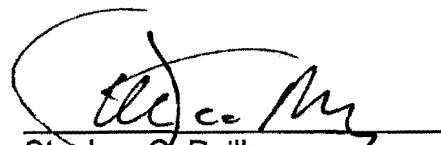
Joseph M. Singel
1215 NE 130th Terrace
Silver Springs, FL 34488-3556
joes1942@yahoo.com

Kevin Politte
13075 NE 7th Loop
Silver Springs, FL 34488-3503
flashpta10@aol.com

David and Carol Greco
1221 NE 130th Terrace
Silver Springs, FL 34488-3556
dgreco@utilitytechnicians.com

Millicent Mallon
1075 NE 130th Court
Silver Springs, FL 34488
millicentmallon@earthlink.net

Terry Will
1385 NE 130th Terrace
Silver Springs, FL 34488
terry99wi@aol.com


Stephen C. Reilly
Associate Public Counsel

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of amendment to connection/transfer sheets, increase in returned check charge, amendment to miscellaneous service charges, increase in meter installation charges, and imposition of new tap-in fee, in Marion County, by East Marion Sanitary Systems, Inc.

Docket No. 080562-WU

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made and entered into this 17TH day of September, 2011, by and between East Marion Sanitary Systems, Inc. ("East Marion" "Utility" or "Company"), the Office of Public Counsel, ("OPC") on behalf of the general body of ratepayers of East Marion, and Intervenor David and Carol Greco, Joseph M. Singel, Rosemary Turner, Dennis Smith, Kevin Politte, Millicent Mallon and Terry Will. Each Intervenor signing this agreement is doing so only on their own behalf with regard to their individual claim and request for relief in this docket.

WITNESSETH

WHEREAS, the Public Service Commission issued a Proposed Agency Action Order, No. PSC-09-0263-TRF-WU, ("PAA Order"), which provided in part that East Marion was required to provide an irrigation meter for the prior tariff rate of \$70.00 to those customers who requested an irrigation meter prior to April 7, 2009; and



WHEREAS, East Marion protested that part of the PAA Order; and

WHEREAS, the Commission provided an opportunity for every customer who desired to document their efforts to request an irrigation meter from East Marion prior to April 7, 2009, to do so to establish their entitlement to receive the irrigation meter at the prior charge of \$70.00; and

WHEREAS, seven customers, David and Carol Greco, Joseph M. Singel, Rosemary Turner, Dennis Smith, Kevin Politte, Millicent Mallon and Terry Will all intervened in this docket and provided prefiled testimony to document their efforts to request an irrigation meter from East Marion prior to April 7, 2009; and

WHEREAS, prior efforts to settle this docket and the seven claims regarding each individual Intervenor's entitlement to an irrigation meter at the prior \$70.00 charge, were not successful, resulting in this matter being set for 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 wherever possible. East Marion OPC and each and every Intervenor that executes this agreement to bind only themselves to the terms and conditions of this Agreement, hereby enter into this Settlement Agreement and agree as follows;

1. East Marion shall provide to each Intervenor who executes this Agreement, an irrigation meter, installed as prescribed by the June 16, 2010 Memorandum titled: Settlement of Docket No. 080562-WU, ("grandfather installation") attached hereto as Exhibit "A" and made a part hereof.

2. With regard to Intervenor David and Carol Greco and Joseph M. Singel, East Marion will reinstall their irrigation meters in accordance with the June 16, 2010 Memorandum. With regard to the other Intervenor who execute this Settlement Agreement, East Marion shall provide new irrigation meters in accordance with the June 16, 2010 Memorandum. All of these installations shall be completed on or before 30 days after the Commission issues and order approving this Settlement Agreement.

3. Each Intervenor must pay East Marion a \$70.00 irrigation meter charge prior to the meter being installed. Intervenor David and Carol Greco and Joseph M. Singel have already paid their respective \$70.00 meter installation charge.

4. Each Intervenor agrees to utilize the irrigation meter and pay the minimum monthly irrigation charge approved by the Florida Public Service Commission for a period of no less than 36 months after their respective meter has been installed or reinstalled, or until the Intervenor dies or sells the property being served by the meter, whichever occurs first. However, with respect to Mr. Joseph M. Singel's reinstalled irrigation meter, his 36 months begins after the original installation of his meter.

5. East Marion agrees to issue a credit to David and Carol Greco's water and wastewater bill equal to all of the monthly irrigation charges he has paid to the Utility since his original irrigation meter was installed until the time his irrigation meter is reinstalled in accordance with the June 16, 2010 Memorandum.

6. East Marion, OPC and the Intervenor, who execute this Agreement will file a Joint Motion requesting the Commission to issue an order approving the Settlement Agreement.

7. The submission of this Settlement Agreement by the Parties 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 neither Party may use the attempted agreement in this or any other proceeding.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Settlement Agreement to be executed as of the date and year aforesaid, in counterparts, each counterpart to be considered and original.

Respectfully submitted this ____ day of September, 2011.

East Marion Sanitary System, Inc.

Office of Public Counsel

By: [Signature] 9-16-2011
Herbert Hein, President

By: [Signature] 9/17/11
Stephen C. Reilly
Associate Public Counsel
on behalf of the general body of ratepayers. Expressly not on behalf of any of the Intervenor's.

Intervenors

David Greco

Dennis U. Smith

Carol Greco

Kevin Politte

Joseph M. Singel

Rosemary Turner

Millicent Mallon

Terry Will

MEMORANDUM

From: Steve Reilly
TO: Mr. Herbert Hein
Intervenors
DATE: June 16, 2010
SUBJECT: Settlement of Docket No. 080562-WU

Combining the resources and efforts of Dave Greco and Mike Smallridge we have been able to produce a very workable and affordable solution to the problem of providing irrigation meters for the houses of the five Intervenors who did not receive irrigation meters prior to the April 7, 2010 deadline. By selecting the best priced items researched by Dave and Mike we were able to assemble the best prices for the materials, and Mike has graciously offered excellent labor costs to install the new parts and lines. The parts with the "Sunstate" designation are parts provided by Sunstate Meter and Supply, Inc. at wholesale prices arranged by Dave. The remaining parts and labor will be supplied by Mike.

See the attached diagram that depicts the "grandfather" installation. Grandfather, because it is the less costly configuration which uses the existing 1" line that serves two houses rather than the more expensive dedicated line that goes directly to the main.

The breakdown of the materials and labor and their estimated costs are as follows:

1.	1" Brass "T" fitting	\$ 9.00
2.	3/4" - 1" Brass double branch w/ curb stops (Sunstate)	\$ 80.00
3.	5/8" x 3/4" Sensus manual read meter	\$ 41.00
4.	Plastic double meter box with lid (Sunstate)	\$ 32.00
5.	Miscellaneous schedule 40 drinking water PVC 1" & 3/4" pipes and fittings	\$16.00
6.	Labor and installation	<u>\$ 40.00</u>
	Estimated total cost per irrigation installation:	\$ 218.00
	Intervenor payment per prior tariff:	<u>\$ -70.00</u>
	Approximate net cost to utility per installation:	\$ 148.00

Sep. 16. 2011 7:36PM

INBOUND NOTIFICATION FAX RECEIVED SUCCESS

No. 0279 P. 8/8

TIME RECEIVED
June 14, 2010 4:08:05 PM EDT

REMOTE CSID
1 352 726 0547

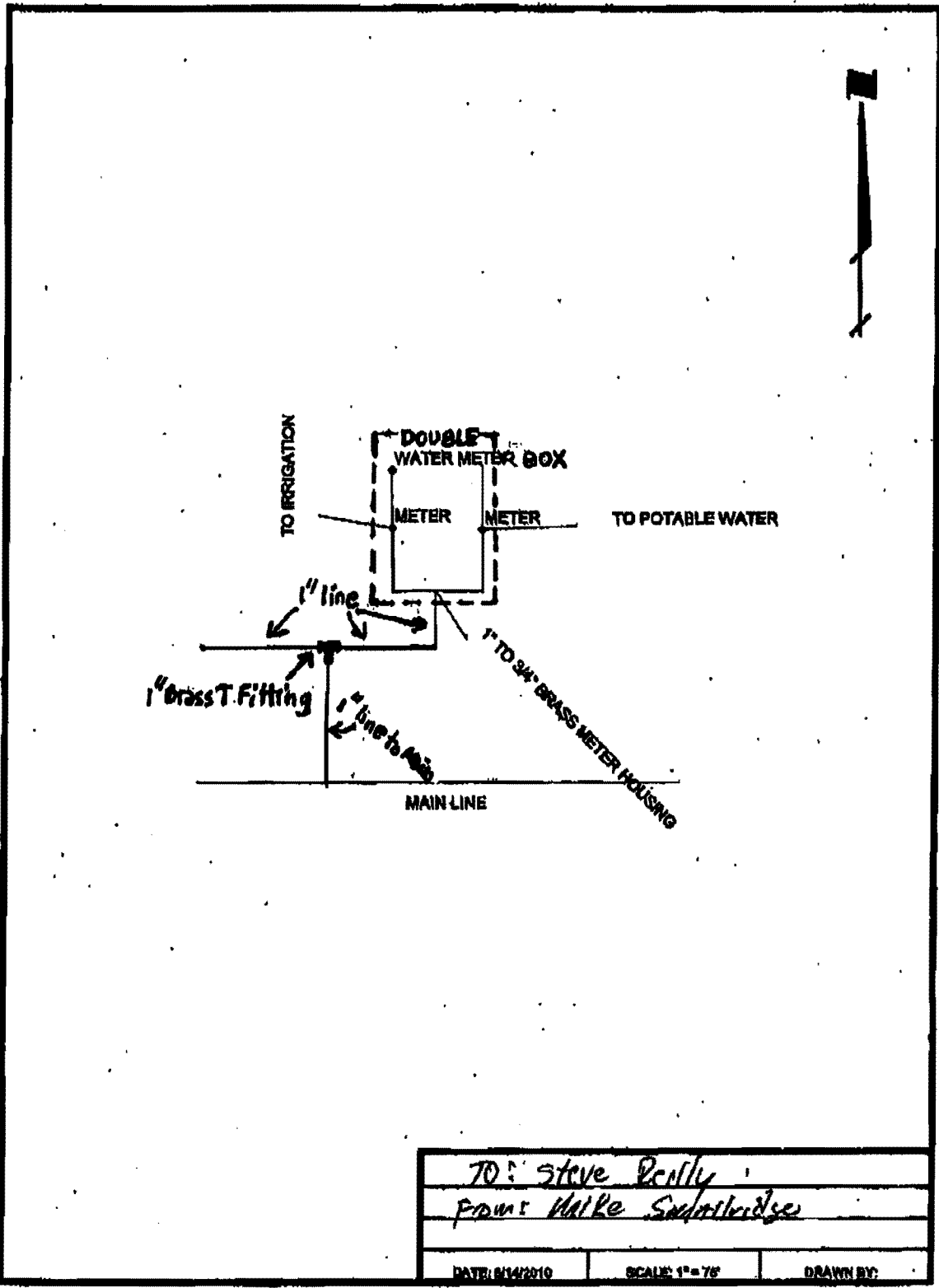
DURAT
39

Exhibit "A"
Page 3 of 3

06/14/2010 10:07 BLACK & WHITE COPY

FAX

F.001/001



TO: Steve Reilly		
FROM: Mike Soderbridge		
DATE: 6/14/2010	SCALE: 1" = 75'	DRAWN BY:

MR

without modification by Commission Order, then this Settlement Agreement is rejected and shall be considered null and void and neither Party may use the attempted agreement in this or any other proceeding.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Settlement Agreement to be executed as of the date and year aforesaid, in counterparts, each counterpart to be considered and original.

Respectfully submitted this ____ day of September, 2011.

East Marlon Sanitary System, Inc.

Office of Public Counsel

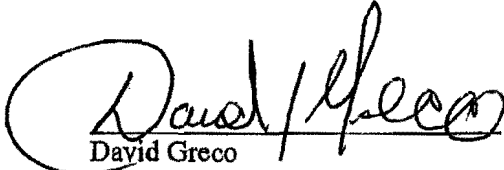
By: _____

By: _____

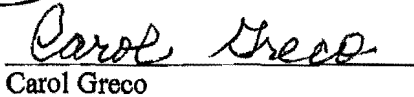
Herbert Hein, President

Stephen C. Reilly
Associate Public Counsel

Intervenors


David Greco

Dennis U. Smith


Carol Greco

Kevin Politte

Joseph M. Singel

Rosemary Turner

Millicent Mallon

Terry Will

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East Marion Sanitary System, Inc.

Office of Public Counsel

By: _____

By: _____

Herbert Hein, President

Stephen C. Reilly
Associate Public Counsel

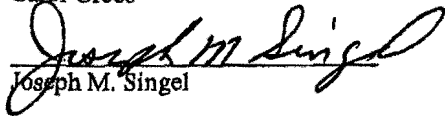
Intervenors

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Carol Greco

Kevin Politte



Joseph M. Singel

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East Marion Sanitary System, Inc.

Office of Public Counsel

By: _____

By: _____

Herbert Hein, President

**Stephen C. Reilly
Associate Public Counsel**

Intervenors

David Greco

Dennis U. Smith

Carol Greco

Kevin Politto

Joseph M. Singel

Rosemary Turner

Rosemary Turner

Millicent Mallon

Terry Will

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East Marion Sanitary System, Inc.

Office of Public Counsel

By: _____

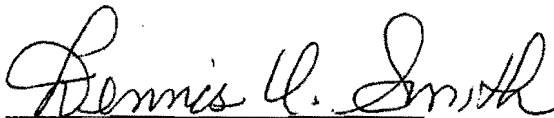
By: _____

Herbert Hein, President

Stephen C. Reilly
Associate Public Counsel

Intervenors

David Greco


Dennis U. Smith 9/20/2011

Carol Greco

Kevin Politte

Joseph M. Singel

Rosemary Turner

Millicent Mallon

Terry Will

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East Marion Sanitary System, Inc.

Office of Public Counsel

By: _____

By: _____

Herbert Hein, President

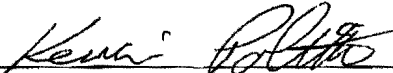
Stephen C. Reilly
Associate Public Counsel

Intervenors

David Greco

Dennis U. Smith

Carol Greco



Kevin Politte

Joseph M. Singel

Rosemary Turner

Millicent Mallon

Terry Will