



Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

DATE: August 16, 2000
TO: Division of Records and Reporting (Bayo)
FROM: Division of Legal Services (Jaeger)
RE: Docket No. 921098-WS - Application for certificates to provide water and wastewater service in Alachua County under grandfather rights by TURKEY CREEK, INC. & FAMILY DINER, INC. d/b/a TURKEY CREEK UTILITIES.

Please place the attached Settlement Agreement in the above-referenced docket file. Also, please indicate in CMS that this document is a "Settlement Agreement," instead of using the generic label, "attachment."

Thank you.

RRJ/lw
 Attachment

Division of Regulatory Oversight (Brady)

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- APP _____
- CAF _____
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DOCUMENT NUMBER-DATE

10073 AUG 17 8

DIVISION OF RECORDS AND REPORTING

SETTLEMENT AGREEMENT

This agreement, made and entered into this 10th day of July, 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) Norwood W. Hope and N. Forest Hope, the Turkey Creek Master Owners Association, Inc., whose address is: Attention Dan Rhine, 2380 NW 41st Street, Suite F, Gainesville, Florida 32606 (hereinafter referred to as Turkey Creek Master Owners Association); and the City of Alachua, whose address is: PO 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 Master 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 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 disputed 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

Norwood W. Hope

By: Norwood W. Hope

Jones Mauldin

By: Jones Mauldin, Treasurer

City of Alachua

Orien Hills

By: Orien Hills, Mayor