



Public Service Commission

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

DATE: March 19, 1993
TO: Division of Records and Reporting
 Division of Legal Services (Feil)
FROM: Edith Xanders, Division of Water and Wastewater *wp*
RE: Docket No. [REDACTED]: Application for certificates to provide water and wastewater service under grandfather rights in Alachua County by Family Diner, Inc. and Turkey Creek, Inc. d/b/a Turkey Creek Utilities

Please include the attached in the above referenced docket folder. If you have any questions, please feel free to contact me.

ACK _____
 FA _____
 IPP _____
 JAM _____
 JEP _____
 JFR _____
 JHC _____
 JLD _____
 JLN _____
 JPC _____
 JPH _____
 JPO _____
 JAS _____
 JTH _____

DOCUMENT CONTROL DATE
 03097 MAR 22 93
 RECORDS & REPORTING

Turkey Creek Master Owners Association, Inc.
Suite 30, P.O. Box 147050
Gainesville, FL 32614-7050

March 16, 1993

RECEIVED

MAR 18 1993

Mrs. Edie Xanders
Public Service Commission
Fletcher Building
101 East Gaines Street
Tallahassee, FL 32399-0850

Florida Public Service Commission
Division of Water and Wastewater

Dear Edie,

As we discussed by telephone recently, Turkey Creek Utilities has begun refunding security deposits to various homeowners. This action brings up several questions.

I have not received a refund, so I am enclosing a copy of the bottom part of the check sent to Charles Specht, one of our Board members. Mr. Specht received a \$60.00 check when his deposit was \$100.00. The enclosed form establishes the amount of his deposit. Mr. Hope refunded the money without any explanation other than the statement "utility deposit refunded". In fact, what has been received is a partial refund. I understand that a similar amount has been deducted from the other refunds that have been paid out. Our concerns and questions:

1 - If only a partial refund is being sent out, doesn't the utility have an obligation to fairly and fully inform its customers that they are not receiving a full refund and that part of the deposit is being retained?

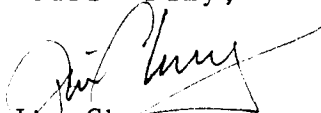
2 - Are we entitled to interest on the deposit from the time the PSC obtained jurisdiction?

3 - Will we receive interest on the retained amount?

4 - When will Mr. Specht and the other customers receive the balance of their deposits?

I would appreciate your review of this matter.

Yours Truly,


Jim Cherry
President

LJC:rs1
enclosure

305

UTILITY DEPOSIT REFUNDED
3/03/93

432.01
(DUE 00 PROX) CHECK TOTAL

60.00
60.00

000986

TURKEY CREEK, INC.
APPLICATION FOR RESIDENTIAL WATER
AND WASTEWATER SERVICE

[Handwritten signature]

For a total of \$100.00 deposit and \$25.00 cut-on fee, I do hereby apply for the services of Turkey Creek, Inc., to serve water and sewer to:

Name Specht, Charles Location: Lot 16, Turkey Creek 1
Street Address 3305 Oak Drive Mailing Address Box 90, Turkey Creek, Alachua
Phone No. _____ to begin on 3-5-85

I understand and agree that I will receive no interest on my deposit money and I agree to pay for said water and sewer services within 10 days after billing date on the invoice at the rates in effect from time to time and applicable taxes thereon, and if not paid within 10 days, the amount billed will become delinquent. I further understand and agree as follows:

1. If I do not pay for these water and sewer services within 10 days after billing date, I will pay a late charge of \$20.00 per month.
 2. My water services will be discontinued at any time my account is more than 10 days delinquent, and that before water services may be reinstated, my account with Turkey Creek, Inc. must be paid current, including a \$25.00 cut-off fee, plus a \$25.00 re-cut-on fee must be paid in advance. A \$25.00 cut-off fee will be charged where any service is discontinued for any reason.
 3. The above mentioned deposit may be used to pay any delinquency on my account, and said deposit is refundable to me, provided my account with Turkey Creek, Inc., is paid-in-full.
 4. I am not to remeter, resell, allow to be used on another property or residence, any meter obtained from Turkey Creek, Inc., and that I will not allow other water to be connected with the water system of Turkey Creek, Inc.
 5. User agrees not to tamper with, damage or destroy, any seals, material, or equipment of Turkey Creek, Inc.
 6. All payments for said water services shall be made in person or by mail at the office of Turkey Creek, Inc., in Alachua County, Florida.
 7. I am not to use any water, except as approved in writing by Turkey Creek, Inc., on or in connection with the above premises which is not furnished or supplied by Turkey Creek, Inc., or its successors, designees, nominees or assignees.
 8. I will not allow any water or waste, except human waste generated in my residence, to enter the wastewater system of Turkey Creek, Inc., unless said water or wastewater has been metered and/or sold by Turkey Creek, Inc.
 9. Water from a well, stream, lake or basin may be used only for the purpose of watering grass, shrubs, gardens, and as approved in writing by Turkey Creek, Inc.
 10. A designated official from Turkey Creek, Inc., may inspect my water or wastewater system on my property at any reasonable hour to determine compliance with this application. I further understand that if I am not complying with all conditions on this application, that my water and wastewater service will immediately be cut off and discontinued without notice.
 11. Water service can be discontinued and the application voided during normal business hours of Turkey Creek, Inc., upon notification by the applicant to the utility and payment of current billing.
 12. Water service connections, disconnections or reconnections at the customer's request will only be done upon 24 hours notice and during normal business hours of Turkey Creek, Inc.
- I hereby agree to pay the rates and obey/follow rules as may be set or amended from time to time by Turkey Creek, Inc.

x *Charles F. Specht*

date: 3-5-85

REC'D is hereby acknowledged of \$125.00 which represents a deposit of \$100.00 for residential water and wastewater service of TURKEY CREEK, INC., and a \$25.00 cut-on fee.

TURKEY CREEK, INC. 307
by *William Edelstein*

date: 3-5-85