

UTILITIES, INC.

2335 Sanders Road
Northbrook, Illinois 60062-6196
Telephone 847 498-6440
Facsimile 847 498-2066

June 29, 2000

Ms. Blanco S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

000793-WIS

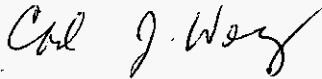
RE: **Application for Transfer of Certificate Nos. 484-W and 421-S
from Bartelt Enterprises, Inc. to Utilities Inc. of Florida in
Pasco County Florida.**

Dear Ms. Bayo:

Enclosed for filing are an original and 12 copies of an Application for Transfer of Certificate Nos. 484-W and 421-S. Two additional copies of the tariffs are also included along with the \$2,250 filing fee.

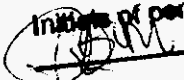
If you have any questions, please contact me directly.

Respectfully submitted,



Carl J. Wenz
Vice President, Regulatory Matters

cc: Mr. Martin S. Friedman

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.
Initials of person who forwarded check:


DOCUMENT NUMBER-DATE

08001 JUN 30 8

FPSC-RECORDS/REPORTING

UTILITIES, INC.

2335 Sanders Road
Northbrook, Illinois 60062-6196
Telephone 847 498-6440
Facsimile 847 498-2066

June 29, 2000

DEPOSIT DATE
DS 1 R M JUN 30 2000

Ms. Blanco S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
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Pasco County Florida.**

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If you have any questions, please contact me directly.

Respectfully submitted,



Carl J. Wenz
Vice President, Regulatory Matters

cc: Mr. Martin S. Friedman

C) The full name, address and telephone number of the person to contact concerning this application:

Mr. Carl J. Wenz
Utilities, Inc.
2335 Sanders Road
Northbrook, IL 60062
(847) 498-6440

and

Mr. Martin S. Friedman
Attorney at Law
2548 Blairstone Pines Dr.
Tallahassee, FL 32301
(850) 877-6555

**D) Indicate the organizational character of the transferee:
(Circle one)**

Corporation

Partnership

Sole Proprietorship

Other _____

(specify)

E) The date and state of incorporation or organization of the buyer:

Utilities, Inc. of Florida was incorporated in the State of Florida on October 16, 1975.

F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors.

Utilities, Inc. of Florida is a wholly-owned subsidiary of Utilities, Inc. The officers and directors of Utilities, Inc. are as follows:

<u>Name</u>	<u>Office</u>	<u>Directors</u>
James L. Camaren	Chairman & C.E.O	James L. Camaren
Lawrence N. Schumacher	President	Robert K. Wolfe
David C. Carter	Vice President	Lewis Hay III
Andrew N. Dopuch	Vice President	Harrington Bischof
Carl J. Wenz	V.P., Regulatory Matters	Jon R. Lind
		Daniel C. Searle
		Samuel H. Ellis

The address of Utilities, Inc. and its officers and directors is 2335 Sanders Road, Northbrook, IL 60062. The officers of Utilities, Inc. of Florida (UIF) are the same as Utilities, Inc. The directors of UIF are Mssrs. Camaren and Schumacher.

G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization.

N/A.

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit _____ - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.**

This transfer is in the public interest. Utilities, Inc. (UI) has approximately 35 years of experience in the water and wastewater utility industry. UI was formed in 1965 with the objective of acquiring small water and sewer companies. By centralizing the management, accounting, billing and data processing functions, these companies can achieve economies of scale that would be unattainable on a stand-alone basis. These companies are typically troubled and undercapitalized. They are primarily developer owned and with little experience in operating utilities. At the present time, UI provides safe and reliable water and sewer service to approximately 200,000 customers in 15 states. A list of Utilities, Inc.'s Florida subsidiaries is shown on **Exhibit A**. UI focuses solely on the ownership and operation of small utility systems and has vast experience improving and operating facilities. In addition, UI has both the regulatory experience and financial wherewithal to ensure consistent compliance with environmental regulations. UI's experience, through its Utilities, Inc. of Florida subsidiary, in operating water and sewer utilities will provide depth to the Bartelt customers on both a day-to-day basis as well as during emergencies. UI has operated other water and wastewater utilities in Florida under the regulation of the Florida Public Service Commission since 1976. UI's existing Florida subsidiaries are in good standing with the Commission. For these reasons, the public interest would be best served by the proposed transfer of ownership.

- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.**

Please see Exhibit A for a list of Utilities, Inc. subsidiaries.

- C) Exhibit B - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:**

- 1) Purchase price and terms of payment;**
- 2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.**
- 3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.**

The contract for sale shall also provide for the disposition, where applicable, of the following:

- 1) Customer deposits and interest thereon;**
- 2) Any guaranteed revenue contracts;**
- 3) Developer agreements;**
- 4) Customer advances;**
- 5) Debt of the utility; and**
- 6) Leases.**

Please see Exhibit B for a copy of the sewer asset purchase agreement.

- D) Exhibit _____ - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.**

The Seller will be responsible for the RAF's associated with revenues collected up to including the date of transfer. Purchaser becomes responsible for the RAF's thereafter.

- E) **Exhibit _____ - A statement of how the transferee is financing the purchase.**

The purchase of the assets of Bartelt Enterprises, Inc. is a cash transaction. There are, therefore, no entities that have provided or will provide funding to the Transferee in connection with this transfer.

- F) **Exhibit _____ - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.**

The purchase of the assets of Bartelt Enterprises, Inc. is a cash transaction. There are, therefore, no entities, which have provided or will provide funding to the Transferee in connection with this transfer.

- G) **Exhibit _____ - The proposed net book value of the systems as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. _____ Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.**

The 1999 PSC Annual Reports of Bartelt Enterprises, Inc. indicate a Net Book Value of approximately \$113,000.

- H) **Exhibit _____ - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)**

The purchaser has not requested an acquisition adjustment, either positive or negative, in this proceeding. (See Rule 25-30.037 (2)(m), F.A.C., Application for Authority to Transfer.)

The current Commission policy on acquisition adjustments is that, "absent extraordinary circumstances, the purchase of a utility system at a premium or discount, shall not affect rate base." There are no extraordinary circumstances in this case, and there is no basis for including an acquisition adjustment.

Utilities, Inc. was aware of, and relied on, the current Commission policy on acquisition adjustments in deciding to purchase this utility system. That Commission policy provided an incentive to acquire the system. The purchase is a result of an arms-length transaction. Utilities, Inc. and its subsidiary are not developers, nor are they developer-related.

Utilities, Inc. is a large utility with experience in utility operations, and the transfer will benefit the customers. The purchase will result in economies of scale through use of the purchaser's existing management and existing vendor resources.

The purchaser: 1) has the ability to attract capital at a reasonable cost; 2) has the financial ability to commit funds necessary to operate the purchased utility; 3) has a professional staff experienced in the managerial, technical and financial aspects of utility operation; 4) has the ability to make any necessary capital; improvements; and. 5) has the ability to comply with FDEP and EPA requirements.

Granting a negative acquisition adjustment in this case would be inconsistent with Commission policy and prior Commission orders (upon which Utilities, Inc., has relied), and a negative acquisition adjustment should not be included in this case. (See Docket No. 891039-WS, PAA Order No. 23376 issued August 21, 1990 and Order No. 25729 issued February 17, 1992; Wedgefield Utilities, Inc., Docket No. 960235-WS, Order No. PSC-98-1092-FOF-WS issued August 12, 1998.)

The purchaser has now made an initial showing that there are no extraordinary circumstances relating to this transfer. By doing so, the purchaser has met any obligation or burden it may have had in showing that a negative acquisition is not appropriate and should not be included in this case. Therefore, if a negative acquisition adjustment is requested, the burden would now be on the proponent of such an adjustment to show that one is warranted.

- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:**

Mr. David C. Bartelt
Secretary/Treasurer
Bartelt Enterprises, Inc.
P.O. Box 609
Tarpon Springs, FL 34688-0609

- J) Exhibit _____ - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.**

The books and records have been requested to be provided at the time of the final closing. The books and records will be transferred to the buyer upon Commission approval of the transfer. However, the books and records will be available to the Commission Staff during this proceeding.

- K) Exhibit _____ - A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have been obtained, a statement from the buyer detailing the steps taken to obtain the returns.**

The tax returns have been requested to be provided at the time of the final closing. The tax returns will be available to the Commission Staff during this proceeding.

- L) Exhibit _____ - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP) or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violations (s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.**

At the present time, the buyer is not aware of any outstanding Notice of Violation or any outstanding DEP consent order.

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit _____ - An affidavit that the notice of actual application was given in accordance with Section 367.045(1) (a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following: the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located; the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located, if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission; the regional planning council; the office of Public Counsel; the Public Service Commission's Director of Records and Reporting; the appropriate regional office of the Department of Environmental Protection; and the appropriate water management district. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

This will be provided as a late filed exhibit once the notices have been sent.

- B) Exhibit _____ - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

This will be provided as a late filed exhibit once the notices have been sent.

- C) Exhibit _____ - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

This will be provided as a late filed exhibit once the notice has been published.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$2,250.00 (one fee for water and one for wastewater)

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- 1) For application in which the utility to be transferred has the capacity to serve up 500 ERC's, the filing fee shall be \$750.
- 2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be \$1,500.
- 3) For application in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be \$2,250.
- 4) For application in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be \$3,000.

PART V OTHER

- A) Exhibit C - Evidence that the utility owns the land where the utility treatment facilities are located, or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

Attached is a Warranty Deed indicating land ownership.

- B) Exhibit D - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems.

The Transferee requests authority to collect the water and sewer rates and charges authorized by the Commission in Docket No. 9714101-WS.

- C) Exhibit The utility's current certificate (s) or, if not available, an explanation of the steps the applicant took to obtain the certificate (s).

The certificates will be sent under separate cover when they are located.

PART VI AFFIDAVIT

I CARL J. WENZ (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

 Carl J. Wenz
(Applicant)

BY: CARL J. WENZ, VICE PRES, REYNOLDS
Name and Title* NATURAL

Subscribed and sworn to before me
this 29TH
of JUNE 19 2000 .



 Phil Ann Scully
Notary Public

*If the applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If the applicant is a partnership or association, a member of the organization authorized to make sure affidavit shall execute same.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. _____

Application by Utilities, Inc. of Florida for Approval to Transfer the Water and Sewer
Utility Assets and Certificate Nos. 484-W and 421-S from Bartelt Enterprises, Inc. in
Pasco County

EXHIBIT A

Listing of Utilities, Inc. Subsidiaries

UTILITIES, INC.
List of Affiliates - All 100% Wholly-Owned Subsidiaries

		Certificate #	
		Water	Sewer
FLORIDA:			81
MID-COUNTY SERVICES, INC.	S		
LAKE UTILITY SERVICES, INC.	W	496	
UTILITIES, INC. OF FLORIDA	W&S	410,040, 107, 204, 278	305, 229, 225
MILES GRANT WATER & SEWER COMPANY	W&S	352	308
TIERRA VERDE UTILITIES, INC.	S		58
LAKE PLACID UTILITIES, INC.	W&S	414	347
ALAFAYA UTILITIES, INC.	S		379
UTILITIES INC. OF EAGLE RIDGE	S		369
WEDGEFIELD UTILITIES, INC.	W&S	404	341
UTILITIES, INC. OF LONGWOOD	S		232
PEBBLE CREEK UTILITIES, INC.	W&S	n/a-Hillsborough County	
EASTLAKE WATER SERVICE CORP.	W&S	n/a-Hillsborough County	
SANLANDO UTILITES CORPORATION	W&S	247	189
LAKE GROVES UTILITES, INC.	W&S	234	465
CYPRESS LAKES UTILITES, INC.	W&S	592	509
BAYSIDE UTILITY SERVICES, INC.	W&S	469	358
UTILITES, INC. OF SANDALHAVEN	S		495
ILLINOIS:			
APPLE CANYON UTILITY COMPANY	W		
CAMELOT UTILITIES, INC.	W&S		
CHARMAR WATER COMPANY	W		
CHERRY HILL WATER COMPANY	W		
CLARENDON WATER COMPANY	W		
COUNTY LINE WATER COMPANY	W		
DEL MAR WATER CO.	W		
FERSON CREEK UTILITIES COMPANY	W&S		
GALENA TERRITORY UTILITIES, INC.	W&S		
KILLARNEY WATER CO.	W		
LAKE HOLIDAY UTILITIES CORP.	W		
LAKE WILDWOOD UTILITIES CORP.	W		
VALENTINE WATER SERVICE, INC.	W		
WHISPERING HILLS WATER COMPANY	W		
MEDINA UTILITIES CORPORATION	S		
CEDAR BLUFF UTILITIES, INC.	S		
HARBOR RIDGE UTILITIES, INC.	W&S		
GREAT NORTHERN UTILITIES, INC.	W		
NORTHERN HILLS WATER AND SEWER CO.	W&S		
WATER SERVICE CORP.			
LOUISIANA:			
LOUISIANA WATER SERVICE, INC.	W&S		
UTILITIES INC. OF LOUISIANA	W&S		
MARYLAND:			
UTILITIES, INC. OF MARYLAND	W&S		
GREENRIDGE UTILITIES, INC.	W		
MARYLAND WATER SERVICE INC.	W&S		
PROVINCES UTILITIES, INC.	W		
VIRGINIA:			
COLCHESTER PUBLIC SERVICE CORP.	S		
MASSANUTTEN PUBLIC SERV. CORP.	W&S		
OHIO:			
HOLIDAY SERVICE CORP.	W		
GEORGIA:			
SKIDAWAY ISLAND UTILITIES, INC.	W&S		
UTILITIES, INC. OF GEORGIA	S		
INDIANA:			
TWIN LAKES UTILITIES, INC.	W&S		
MISSISSIPPI:			
CHARLESTON UTILITIES, INC.	W&S		
SOUTH CAROLINA:			
CAROLINA WATER SERVICE, INC.	W&S		
SOUTHLAND UTILITIES, INC.	W		
UNITED UTILITY COMPANIES, INC.	W&S		
SOUTH CAROLINA UTILITIES, INC.	S		
TEGA CAY WATER SERVICE, INC.	W&S		
BIO-TECH, INC.			
NORTH CAROLINA:			
CAROLINA WATER SERVICE INC. OF N.C.	W&S		
CWS SYSTEMS, INC.	W&S		
WATAUGA VISTA WATER CORPORATION	W		
CAROLINA TRACE UTILITIES, INC.	W&S		
CONNESTEE FALLS UTILITIES, INC.	W&S		
NORTH TOPSAIL UTILITES, INC.	S		
BRADFIELD FARMS WATER COMPANY, INC.	W&S		
CAROLINA PINES UTILITES, INC.	S		
TENNESSEE:			
TENNESSEE WATER SERVICE, INC.	W		
PENNSYLVANIA:			
UTILITIES, INC. OF PENNSYLVANIA	S		
PENN ESTATES UTILITIES, INC.	W&S		
NEVADA:			
SPRING CREEK UTILITIES COMPANY	W&S		
UTILITIES INC. OF NEVADA	W		
SKY RANCH WATER SERVICE CORP.	W		
NEW JERSEY:			
MONTAGUE WATER COMPANY	W		
MONTAGUE SEWER COMPANY	S		
ARIZONA			
BERMUDA WATER COMPANY	W		

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. _____

Application by Utilities, Inc. of Florida for Approval to Transfer the Water and Sewer Utility Assets and Certificate Nos. 484-W and 421-S from Bartelt Enterprises, Inc. in Pasco County

EXHIBIT B

Water and Sewer System Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is entered into on this 25th day of April, 2000, by and between **BARTELT ENTERPRISES, INC.**, a Florida corporation, (hereinafter referred to as "Seller") and **UTILITIES, INC.**, an Illinois corporation, (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, the Seller is the owner of two (2) water supply, storage and distribution systems, as well as one (1) sewage collection operation in Pasco County, Florida, and serving residential and commercial customers more fully described on Exhibit 1, attached, (hereinafter referred to as the "Property"); and

WHEREAS, Purchaser is engaged through its operating subsidiaries in the business of furnishing water and sewer service to the public in various communities throughout the United States. Purchaser desires to acquire, and Seller desires to sell the water supply, storage and distribution facilities, as well as the sewage collection operation (collectively the "Facilities") installed to provide water and sewer service to the Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

ARTICLE I REPRESENTATIONS BY SELLER

Seller represents and warrants that:

1. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Seller's Certificate of Incorporation contains charter powers authorizing it to construct, operate and maintain a public water supply storage and distribution, as well as a sewage collection system.
2. Seller is, and at the Closing (the "Closing" as hereinafter defined) will be, the owner of the Facilities with good and marketable title, free and clear of all liens and encumbrances.
3. Seller has obtained from Florida Public Service Commission (hereinafter referred to as the "Commission") a Certificate of Public Convenience and Necessity, and authorization and approval of rates, rules and regulations for water and sewer service within the Property.

4. Seller will cooperate fully, at no expense to Seller, with Purchaser in submitting applications or petitions to public authorities deemed necessary or desirable by Purchaser in connection with the purchase of the Facilities from Seller as contemplated herein. However the Purchaser shall be responsible for all issues and actions regarding the Florida Public Service Commission after Closing.
5. Attached hereto as Exhibit 2 is a detailed list of the Facilities of Seller to be acquired by Purchaser, pursuant to this Agreement, showing both their respective installation or construction costs. Said Facilities shall include all water and sewer utility assets, equipment and real estate owned or leased by the Seller within the Property, including but not limited to a complete water supply storage and distribution system and a complete central sewage collection system. The engineering plans and specifications for the Facilities have been attached hereto as Exhibit 3. Said Facilities expressly do not include cash on hand, accounts receivable and unbilled revenue which shall remain with the Seller after Closing.
6. Attached hereto as Exhibit 4 is a list, signed by the Seller, and briefly describing, as of the date of this Agreement, the following:
 - (a) All pending or threatened action at law, suits in equity or administrative proceedings related to the Facilities;
 - (b) All contracts or obligations of any nature between Seller and any other party, including all developer agreements relating to the Property.
 - (c) All real estate in the Property owned by seller to be transferred hereunder.
 - (d) Any material issues which should be reasonably known by Seller through its operations of the "Property" in Seller's reasonable course of business.
7. Except as indicated in Exhibit 4, there are no pending or threatened actions at law or suits in equity relating to the Facilities, or any pending or threatened proceedings before the Commission or any other governmental agency.
8. Except as indicated in Exhibit 4, there are no contracts or obligations of any nature between Seller and any other party relating to the Facilities.
9. Neither Seller nor any entity or individual affiliated with Seller has executed any agreement with purchasers of lots within the Property, or any other parties whereunder such purchases or other parties have acquired any interest in the Facilities used or to be used in rendering service to them.

10. Facilities are capable of rendering water and sewer utility service in the ordinary course of business in compliance with all federal, state and local rules and regulations including but not limited to all rules and regulations related to environmental protection and drinking water.
11. Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Seller.
12. Seller has filed all tax returns which are required to be filed, and each such return which as been filed is true and correct, and Seller has paid all taxes shown as payable on such returns when and as required by applicable law.
13. No representation or warranty by Seller in this Agreement, or any statement or certificate furnished or to be furnished to Purchaser pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
14. With regard to Buena Vista Water, the Public Service Commission began regulatory control of the same on or about 1972. Since the commencement of regulation in 1972, Seller has made no application for any adjustments to the Public Service Commission and as such the rates have remained the same with the exception of yearly indexing, permitted without application. With regard to Wis-Bar Water and Wis-Bar Sewer, the Public Service Commission began regulatory control of the same on or about 1972. It is the Seller's recollection that the rates for sewer and water service in Buena Vista Manor were reviewed and/or adjusted by the Public Service Commission in approximately 1985. Since 1985, Seller has made no application for any adjustments to the Public Service Commission and as such the rates have remained the same with the exception of yearly indexing, permitted without application. To that extent, anything in this agreement to the contrary notwithstanding, Purchaser shall be responsible for any and all issues, actions, investigations, audits or other matters of any nature which may be commenced or brought by the Public Service Commission after closing, and Purchaser shall further be responsible for complying with the administrative orders entered by the Public Service Commission and shall hold Seller harmless from damages by reason of the entry of such orders.
15. Seller represents and acknowledges that Buena Vista Water is connected to Aloha Utilities by way of an interconnection and valve vault (which was installed and paid for by Seller), which is located in the East right-of-way line of Roselawn Drive and immediately to the West of the western most edge of Lot 1114 of Buena Vista Subdivision, 9th Addition, as recorded in Plat Book 9 at Page 21, Public Records of Pasco County, Florida. The Seller will transfer the interconnect and valve vault by Bill of Sale to Purchaser at Closing as part of the consideration

to this Agreement. Pasco County, Florida, acknowledged the installation of the interconnection and vault valve, a copy of the letter permitting the installation is attached hereto as Exhibit 4(b).

16. On December 1, 1999, Seller sold Lots 130, 131, 133, 134 and 135 of Buena Vista Manor, Unit Two, according to the Plat thereof as recorded in Plat Book 10, Page 38, of the Public Records of Pasco County, Florida. Also collected with the sale from the Buyer were the \$320.00 water and sewer connection fees for each lot, and said fees shall remain the property of the Seller.
17. Seller has, or at the Closing will have, all necessary permits, certificates, licenses and easements (including sufficient rights to access) for its utility businesses; the Facilities of Seller have been installed within the easements relating thereto and in accordance with any necessary permits or licenses. The foregoing warranty shall be limited to one (1) year after closing.
18. Except as herein set forth, all of the easements, permits and other contracts of Seller with respect to the Facilities are assignable or, if consent of a third party is necessary, Seller will obtain such consent, prior to the Closing. Buyer acknowledges the receipt of a copy of the Water Service Agreement between Seller and Holiday Gardens effective April 8, 1995.

ARTICLE II CLOSING AND PURCHASE PRICE

1. Closing
 - (a) The Closing shall take place within forty (40) days of the date of the Agreement at the offices of Seller's counsel, or at such other time and place as Seller and Purchaser may agree upon.
 - (b) Upon signing this Agreement, Purchaser shall deposit the amount of Twenty-Five Thousand and No/100ths Dollars (\$25,000) in a non-interest bearing escrow account with Wollinka & Wollinka Title Insurance Agency.
 - (c) Purchaser shall pay for the recording of the deed, closing fee as applicable, and Purchaser's attorney's fees, as applicable. Seller shall pay for documentary stamps on the deed, the cost of owner's title insurance, examination and abstract charge, closing fee, document preparation, if any, and Seller's attorney fees due Wollinka & Wollinka Attorneys at Law.
 - (d) Purchaser shall pay directly to the agency or entity involved any and all fees, charges, and expenses to be charged by any governmental agency (specifically involving permits and certificates to be issued or transferred in

this transaction).

- (e) At the Closing, the Seller will, upon due performance by Purchaser of its obligations under the Agreement, deliver:
 - (i) such good and sufficient warranty deeds, bills of sale with covenants of warranty, and sufficient instruments of sale, in form and substance reasonably satisfactory to Purchaser's counsel, as shall be required to vest in Purchaser good, indefeasible and marketable title to all of the Facilities and related real estate used or to be used for the water system and the sewer system in the Property, free and clear of liens and encumbrances of every nature;
 - (ii) all of the files, documents, papers, agreements, books of account, customer lists, original cost invoices, engineering drawings, and records possessed by Seller pertaining to the water and sewer utility business conducted by Seller in the Property, other than its minute books and stock records, and any other records reasonably needed by Seller;
 - (iii) all orders, permits, licenses or certificates issued or granted to Seller by any governmental authority in connection with any authorization related to the construction, operation or maintenance of its Facilities or the conduct of its water and sewer utility business; and
 - (iv) a title insurance policy in an amount of \$50,000.00 for all of the real estate listed on Exhibit 4(c) showing good and marketable title in Purchaser, subject only to the standard title exceptions.
 - (v) Purchaser shall assume from Seller the Proposal for Permit Transfer Activities for the Buena Vista Water System and Buena Vista Manor Water and Wastewater System between Seller and Hartman and Associates, Inc. after closing, as described in Exhibit 4.
- (f) At the Closing and from time to time thereafter, Seller shall execute and deliver such further instruments of sale, conveyance, transfer and assignment, and take such other action as Purchaser may reasonably request, in order more effectively to sell, convey, transfer and assign to Purchaser any of the Seller's Facilities, to confirm the title of the Purchaser thereto and to assist Purchaser in exercising rights with respect thereto.

2. Purchase Consideration:

At the Closing Purchaser shall, upon due performance by Seller of its obligations under the Agreement, deliver to the Seller, the balance of the Purchase Price (the "Purchase Price") in the amount of Four Hundred Forty Thousand and No/100ths

Dollars (\$440,000.00), to be allocated by the Seller and Purchaser as follows:

Buena Vista Water	50.0% of purchase price
Wis-Bar Water	12.5% of purchase price
Wis-Bar Waste Water	37.5% of purchase price

The above purchase price of \$440,000.00 shall be increased by the amount of any cash, current customer accounts receivable and unbilled reserve (which Seller represents and warrants will be collected at their face amount) transferred by Seller to Purchaser, and decreased by any and all liabilities (current, accrued, long term or other) assumed by Purchaser. Any accounts receivable and unbilled reserve not collected by the Purchaser within six (6) months after Closing shall become the property of the Purchaser.

ARTICLE III COMMISSION APPROVAL

1. Commission Approval:

Within twenty-five (25) days following the Closing, Purchaser will file a petition with the Commission requesting approval of this Agreement; transfer of the Public Utility Franchise; and approval of rates, fees, and charges applicable to water and sewer utility customers in the Property. Seller agrees to cooperate fully with Purchaser in Purchaser's application for such transfers and approvals at no cost or expense to Seller.

ARTICLE IV GENERAL

1. Upon purchase of the Facilities of Seller, Purchaser agrees to supply all customers within the Property with adequate and customary water and sewer utility service, and to operate, maintain and repair Facilities acquired herein.
2. Time is of the essence of this Agreement and each of the covenants and provisions hereof. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday or Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day. In computing periods of time, the effective dates shall not be counted.
3. In connection with any litigation to enforce or interpret this Agreement, the prevailing party shall be entitled to recover as costs all of such party's expense incurred in connection therewith, including reasonable attorneys' fees at the trial and appellate levels.

4. Any consultant's fee due Hartman & Associates, Inc. shall be paid by Seller at or before closing as represented in Exhibit 4.
5. If the Purchaser desires a survey of the property, it may have the property surveyed at Purchaser's expense prior to the Closing date.
6. Within twenty (20) days before Closing Seller shall obtain an owner's title insurance commitment issued by Wollinka & Wollinka Title Insurance Agency, agreeing to issue to Purchaser, following the recording of the deed to Purchaser, a standard ALTA Form B owner's title insurance policy in the amount of \$50,000.00 and insuring Purchaser's fee simple interest in the real property subject only to (i) taxes for the year of Closing, (ii) standard exceptions and (iii) zoning regulations, all of the foregoing being "Permitted Exceptions" and mortgages that will be satisfied at the closing, out of Seller's proceeds. Seller shall pay for the cost of the premium for the owner's policy.

In the event the title commitment reveals any matters other than the Permitted Exceptions, Purchaser shall be entitled, with ten (10) days after its receipt of the title commitment and the survey, if purchased, to deliver to Seller a written objection to such matters, which shall be deemed title defects.

Seller shall have one hundred twenty (120) days after receipt of Purchaser's written objection to correct, at Seller's expense, all matters described in the objection, and Seller covenants to exercise diligent and good faith efforts to correct same. The closing date shall be extended automatically to permit the full running of such period if necessary to cure such defects. If Seller fails to correct a title defect within the allowed time, then Purchaser may, at Purchaser's option to be exercised by notice to Seller, (i) terminate the contract and decline to purchase the property, or (ii) purchase the property subject to such matters.

If Purchaser, by written notice, accepts Seller's interest in the property subject to matters in addition to the Permitted Exceptions, such accepted matters shall thereafter be deemed Permitted Exceptions. If Purchaser terminates this contract, any deposit shall be returned to Purchaser, and the parties shall have no further rights or obligations hereunder whatsoever.

7. To any of the Facilities, should the Seller be unable to carry out this Agreement by any reason of a legal defect in title which Seller is unable to cure within the aforementioned period, and the Purchaser is unwilling to waive, all money paid hereunder shall be returned to the Purchaser forthwith, and this Agreement shall be void. Should the undersigned Purchaser fail to carry out this Agreement, all monies paid hereunder shall, at the option of the Seller, be forfeited as liquidated damages to be retained by the Seller.
8. Any notice of delivery required to be made hereunder may be made by mailing a copy thereof addressed to the appropriate party as follows:

If to Purchaser:

Utilities, Inc.
2335 Sanders Road
Northbrook, IL 60062
Attn: Jim Camaren
Chairman & Chief Executive Officer

With a copy to
Purchaser's Attorney:

If to Seller:

Bartelt Enterprises, Inc.
P.O. Box 609
Tarpon Springs, FL 34688-0609
Attn: David C. Bartelt
Secretary-Treasurer

With a copy to
Seller's Attorney:

David J. Wollinka, Esq.
2312 U.S. Highway 19
P.O. Box 3649 (zip: 34690-3649)
Holiday, FL 34691

Delivery when made by registered or certified mail, shall be deemed complete upon mailing.

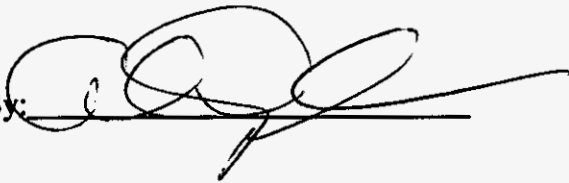
9. The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.
10. Venue for all proceedings in connection with this Agreement shall be in Pasco County, Florida. All aspects of this Agreement and its enforcement and interpretation shall be governed by the laws of the State of Florida.
11. If this Agreement is not executed by both parties prior to April 30, 2000, then the terms and conditions herein are waived with no further obligations or responsibility to either party. This Agreement incorporates and merges all agreements, understandings, promises, covenants, conditions, representations and warranties between the parties with respect to the property. No claimed modification of this Agreement shall be effective and binding unless such modification is in writing and duly executed by the party sought to be charged therewith.
12. Purchaser may not assign this Agreement without Seller's written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns. It is specifically understood that Purchaser intends to transfer its rights and obligations under this Agreement to a separate, wholly-owned subsidiary of Utilities, Inc., provided, however, that Purchaser shall be jointly and severally liable with such subsidiary for all provisions made to Seller herein.

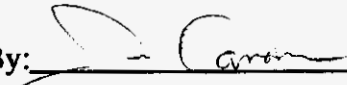
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as follows:

Purchaser:

UTILITIES, INC.

ATTEST:

By:  _____


By:  _____
Jim Camaren
Chairman and Chief Executive
Officer

Seller:

BARTELT ENTERPRISES, INC.

ATTEST:

By:  _____
David C. Bartelt, Secretary-Treasurer

By:  _____
Ruth Bartelt, President

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. _____

Application by Utilities, Inc. of Florida for Approval to Transfer the Water and Sewer
Utility Assets and Certificate Nos. 484-W and 421-S from Bartelt Enterprises, Inc. in
Pasco County

EXHIBIT C

EVIDENCE OF LAND OWNERSHIP

This instrument prepared by:

Name:

WOLLINKA & WOLLINKA

Address:

2312 U.S. Highway 19
Holiday, FL 34691

Return to:

WOLLINKA & WOLLINKA
FILE NO. TIA4700

Address:

2312 U.S. Highway 19
Holiday, FL 34691

Property Appraisers Parcel Identification Number(s):
Grantee(s) S.S #'s:

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS CORPORATE WARRANTY DEED Made and executed the 15th day of June, 2000 by BARTELT ENTERPRISES, INC., a Florida corporation; successor by merger with the BARTELT SUNSHINE CORPORATION, a Florida corporation, and having its principal place of business at P.O. Box 609, Tarpon Springs, FL 34688-0609 hereinafter called the grantor, to Utilities, Inc., a Illinois Corporation whose post office address is 2335 Sanders Road, Northbrook, IL 60062 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument, singular and plural, the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the said grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, rentise, release, convey and confirm unto the grantee all that certain land situate in Pasco County, State of Florida, viz:

SEE ATTACHED LEGAL DESCRIPTION AS EXHIBIT "A"

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2000. FURTHER SUBJECT TO restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

In Witness Whereof the said grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Carole L. Steneke
Witness Signature
Carole L. Steneke
Printed Name

Witness Connie M. Vedder
Witness Signature
Connie M. Vedder
Printed Name

Bartelt Enterprises, Inc. a Florida Corporation;
successor by merger with the BARTELT SUNSHINE CORPORATION, a Florida corporation
BY: Ruth Bartelt
Ruth Bartelt, President

STATE OF WISCONSIN
COUNTY OF Oneida

LEGAL DESCRIPTION EXHIBIT

PARCEL 1: (LIFT STATION AND METER): Lot 136, BUENA VISTA MANOR UNIT TWO, according to the map or plat thereof, as recorded in Plat Book 10, Page 38, of the Public Records of Pasco County, Florida.

PARCEL 2: (WELL #1):
A portion of Tract "A", BUENA VISTA FIRST ADDITION, according to the map or plat thereof, as recorded in Plat Book 4, Page 105, of the Public Records of Pasco County, Florida, being more particularly described as follows:
Commence at the Southeast corner of said Tract "A"; thence run North 00 degrees 42'06" East along the East boundary of said Tract "A", 34.2 feet for a Point of Beginning; thence South 89 degrees 58'21" West 60 feet; thence North 00 degrees 42'06" East, 40 feet; thence North 89 degrees 58'21" East 60 feet to a point on the East line of said Tract "A"; thence South 00 degrees 42'06" West, 40 feet to the Point of Beginning.

PARCEL 3: (WELL #2):
Lot 463, BUENA VISTA THIRD ADDITION, according to the map or plat thereof, as recorded in Plat Book 5, Page 172, of the Public Records of Pasco County, Florida.

PARCEL 4: (WELL #3):
Part of Tract 60 of the TAMPA-TARPON SPRINGS LAND COMPANY'S SUBDIVISION, of Section 30, Township 26 South, Range 16 East, as recorded in Plat Book 1, Pages 68, 69 and 70, of the Public Records of Pasco County, Florida, being further described as follows:

Commence at the Northwest corner of said Tract 60, thence run South 00 degrees 08 minutes 43 seconds West along the West line of said Tract 60, 518 feet for a Point of Beginning; thence run South 89 degrees 51 minutes 17 seconds East, 50 feet; thence South 00 degrees 08 minutes 43 seconds West, 49 feet; thence North 89 degrees 51 minutes 17 seconds West, 50 feet; thence North 00 degrees 08 minutes 43 seconds East, 49 feet to the Point of Beginning.

PARCEL 5: (ACCESS PARCEL TO WELL #3 FROM HOLIDAY DRIVE)
Tract "A" of RIDGEWOOD GARDENS, according to the map or plat thereof, as recorded in Plat Book 7, Page 114, of the Public Records of Pasco County, Florida.

PARCEL 6: (WELL #5):
The East 1/2 of Lot 1093 and the West 1/2 of Lot 1094, BUENA VISTA MELODY MANOR 3RD ADDITION, according to the map or plat thereof, as recorded in Plat Book 9, Page 10, of the Public Records of Pasco County, Florida.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. _____

Application by Utilities, Inc. of Florida for Approval to Transfer the Water and Sewer
Utility Assets and Certificate Nos. 484-W and 421-S from Bartelt Enterprises, Inc. in
Pasco County

EXHIBIT D

SAMPLE TARIFFS

SECOND REVISED SHEET NO. 3.3
CANCELS FIRST REVISED SHEET NO. 3.3

UTILITIES, INC. OF FLORIDA
WATER TARIFF – PASCO COUNTY

TERRITORY SERVED

CERTIFICATE NUMBER – 107-W

COUNTY – Pasco County

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5610	12/27/72	72560-W	Original
13178	04/09/84	830480-WU	Transfer
24259	03/20/91	900928-WS	Transfer
			Transfer of Certificate

Carl J. Wenz
ISSUING OFFICER

Vice President, Regulatory Matters
TITLE

UTILITIES, INC. OF FLORIDA
WATER TARIFF - PASCO COUNTY

DESCRIPTION OF TERRITORY SERVED

Buena Vista Manor and Oak Hill developments
(formerly served by Bartelt Enterprises d/b/a/ Wis-Bar Utilities)

In Township 26 South, Range 16 East, Pasco County.

The East 2/3 of the NW 1/4 of the SW 1/4 of SEC 29-26S-Rge16E less the South 330 feet thereof in Pasco County, FL and except the West 25 feet of the North 583 feet thereof.

Buena Vista development (formerly served by Bartelt Enterprises d/b/a Bartelt Sunshine)

In Township 26 South of Range 16 East, Pasco County.

Section 31: The North 1/2 of the Northwest 1/4; the North 330 feet of the South 1/2 of the Northwest 1/4;

Section 30: The South 1/2 of the Southwest 1/4 less the North 340 feet thereof.

The West 2/3 of the Northwest 1/4 of the Southwest 1/4, less the East 110 feet thereof.

The North 340 feet of the West 2/3 of the Southwest 1/4 of the Southwest 1/4 less the East 110 feet thereof.

Carl J. Wenz
ISSUING OFFICER

Vice President, Regulatory Matters
TITLE

NAME OF COMPANY UTILITIES, INC. OF FLORIDA
 PASCO COUNTY
WATER TARIFF RESIDENTIAL SERVICE
 RATE SCHEDULE RS

AVAILABILITY - Available throughout the Buena Vista Manor and Oak Hill developments and those areas formerly served by Bartelt Enterprises d/b/a Wis-Bar Utilities.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE - First 3,000 gallons - 15.56 minimum. All over 3,000 gallons, 1.89 per 1,000 gallons.

MINIMUM CHARGE - 15.56 per month.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING

Carl J. Wenz
ISSUING OFFICER

Vice President, Regulatory Matters
TITLE

NAME OF COMPANY UTILITIES, INC. OF FLORIDA
PASCO COUNTY

WATER TARIFF RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the Buena Vista development and those areas formerly served by Bartelt Enterprises d/b/a Bartelt Sunshine.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE - Minimum charge 8.88
(includes 5,000 gallons of usage)
Gallonage charge per 1,000 gallons .43
in excess of 5,000 gallons used

MINIMUM CHARGE - 8.88 per month.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING

Carl J. Wenz
ISSUING OFFICER

Vice President, Regulatory Matters
TITLE

UTILITIES, INC. OF FLORIDA
WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

ORDER NO. _____

Buena Vista Manor and Oak Hill Subdivision
(formerly served by Bartelt Enterprises d/b/a
Wis-Bar Utilities)

In Township 26 South, Range 16 East, Pasco County.

The East 2/3 of the NW 1/4 of the SW 1/4 of SECm29-26S-
Rgel6E less the South 330 feet thereof in Pasco County, FL
and except the West 25 feet of the North 583 feet thereof.

E1/2 of the East 1/3 of the SE 1/4 of the NE 1/4 of Sec. 30-
26S-Rge 16 East, Pasco County, FL less the North 330 feet
thereof.

Carl J. Wenz
ISSUING OFFICER

Vice President, Regulatory Matters
TITLE

NAME OF COMPANY UTILITIES, INC. OF FLORIDA
PASCO COUNTY

WASTEWATER TARIFF
RESIDENTIAL SERVICE
RATE SCHEDULE RS

AVAILABILITY - Available throughout the Buena Vista Manor and Oak Hill developments and those areas formerly served by Bartelt Enterprises d/b/a/ Wis-Bar Utilities.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE - Flat rate 10.98 per customer per month.

BASE FACILITY CHARGE - Not applicable.

TERMS OF PAYMENT- Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Carl J. Wenz
ISSUING OFFICER

Vice President, Regulatory Matters
TITLE

NAME OF COMPANY UTILITIES, INC. OF FLORIDA
 PASCO COUNTY

WASTEWATER TARIFF
 MULTI-RESIDENTIAL SERVICE
 RATE SCHEDULE MS

AVAILABILITY - Available throughout the Buena Vista Manor and Oak Hill developments and those areas formerly served by Bartelt Enterprises d/b/a Wis-Bar Utilities.

APPLICABILITY - For wastewater service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE - Flat rate 7.32 per customer per month.

BASE FACILITY CHARGE - Not applicable

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Carl J. Wenz
ISSUING OFFICER

Vice President, Regulatory Matters
TITLE

