

UTILITIES, INC.

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

ORIGINAL

November 7, 2000

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

RE: **Docket No. 000793-WS**
Application for transfer of facilities and Certificates Nos. 484-W and 421-S in Pasco County from Bartelt Enterprises, Inc. to Utilities, Inc. of Florida, holder of Certificate Nos. 107-W and 229-S; for amendment of Certificate Nos. 107-W and 229-S; and for cancellation of Certificate Nos. 484-W and 421-S.

Dear Ms. Bayo:

This letter is in response to a deficiency letter received from Patti Daniel.

Deficiencies

1. **Copy of sales contract: Pursuant to Rule 25-30.037(2)(g) and (h), F.A.C., a copy of the contract for sale and all auxiliary or supplemental agreements are to be submitted. The agreements shall include, if applicable:**
 - (a) **Purchase price and terms of payment.**
 - (b) **A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.**
 - (c) **A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.**

APP _____
CAF _____
CMP _____
COM _____
CTR _____
ECR _____
LEG 1 _____
OPC _____
PAL _____
RGO 1 _____
SEC 1 _____
SER _____
OTH _____

DOCUMENT NUMBER-DATE

14416 NOV-88

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.**

A copy of the sales contract was received. However, none of the exhibits referenced in the contract were included nor were items 1-6 above addressed. Please provide the missing information. Please provide the date the closing actually took place.

- Enclosed are the exhibits referenced in the Agreement.
 - There were no customer deposits, guaranteed revenue contracts, developer agreements, customer advances, debts or leases that were applicable to this transaction.
 - Closing occurred on June 15, 2000.
- 2. Additional statements: Pursuant to Rule 25-30.037(2)Q), F.A.C., a statement is to be provided which addresses: how the transfer is in the public interest; a summary of the buyer's experience; a showing of the buyer's financial ability to provide service; and that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters. The application does contain statement addressing how the transfer is in the public interest, a summary of the buyer's experience, and a showing of the buyer's financial ability to provide service. However, no statement was provided about the buyer fulfilling the commitments, obligations and representations of the seller with regard to utility matters. Please provide a statement addressing the missing subject area.**
- Subject to the terms and conditions contained in the purchase agreement, Utilities, Inc. will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.
- 3. Evidence of ownership: Pursuant to Rule 25-30.037(2)(q), F.A.C., evidence that the utility owns the land upon which the utility treatment facilities are located is to be provided. A copy of an unrecorded corporate warranty deed was provided with your application. Please provide a copy of the recorded corporate warranty deed.**
- Attached is the recorded warranty deed for the transferred property.

Bayo
November 7, 2000
Page 3

4. **Notices of actual application: Pursuant to Rule 25-30.030, F.A.C., specific styled notices are to be submitted to government bodies and other utilities as well as customers and for publication. The required affidavit for noticing of "government bodies and other utilities" was not submitted. Please provide the required affidavit.**
 - Attached is a copy of Late Filed Exhibit "E".
5. **Transfer without prior Commission approval: Pursuant to Section 367.071, Florida Statutes, no transfer is to take place without prior Commission approval. This section was modified effective June 11, 1999, to allow for transfer prior to commission approval if the contract for sale, assignment, or transfer is made contingent upon commission approval. Therefore, if the closing took place prior to June 11, 1999, or if the sales contract did not have wording making the contract contingent upon approval of the Commission, please provide a statement explaining why the closing took place prior to receiving Commission approval.**
 - Article III of the Asset Purchase Agreement requires Utilities, Inc., as purchaser, to file a petition for Commission approval. As such, the contract is contingent upon the Commission's approval.

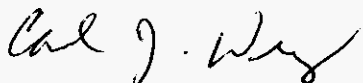
Bayo
November 7, 2000
Page 4

Additional Information

You have provided an old and a new legal description for the Bartelt territory. Please submit a map with each description, clearly identifying each.

- The map will be provided as soon as it is available.

Respectfully submitted,



Carl J. Wenz
Vice President, Regulatory Matters

cc: Mr. Martin S. Friedman

RE: Docket No. 000793-WS

Application for transfer of facilities and Certificates Nos. 484-W and 421-S in Pasco County from Bartelt Enterprises, Inc. to Utilities, Inc. of Florida, holder of Certificate Nos. 107-W and 229-S; for amendment of Certificate Nos. 107-W and 229-S; and for cancellation of Certificate Nos. 484-W and 421-S.

➤ Enclosed are the exhibits referenced in the Agreement.

Exhibit 1

Description of Service Area

BUENA VISTA MANOR WASTEWATER SYSTEM

DESCRIPTION OF TERRITORY SERVED

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

Section 29 - Tracts 53 and 54 of Tampa and Tarpon Springs Land Company Plat as recorded in Plat Book 1, Pages 68, 69, and 70, Public Records Pasco County except the West 25 feet of the North 583 feet of said Tract 54.

Section 30 - Tract¹² of Tampa and Tarpon Springs Land Company as shown in Plat Book 1, Pages 68, 69, and 70 of Public Records Pasco County less the West 220 feet thereof.

Also described as:

The East 2/3 of the NW ¼ of the SW ¼ of SECm29-26S-Rge16E 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 ¼ of the NE ¼ of Sec. 30-26S-Rge 16 East, Pasco County, FL less the North 330 feet thereof.

BUENA VISTA MANOR WATER SYSTEM

DESCRIPTION OF TERRITORY SERVED

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

Section 29 - Tracts 53 and 54 of Tampa and Tarpon Springs Lane Company Plat as recorded in Plat Book 1, Pages 68, 69, and 70, Public Records Pasco County, except the West 25 feet of the North 583 feet of said Tract 54.

Also described as:

The East 2/3 of the NW ¼ of the SW ¼ 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 WATER SYSTEM

DESCRIPTION OF TERRITORY SERVED

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

Section 31: The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the North 330 feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$;

Section 30: The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ less the North 340 feet thereof.
The West $\frac{2}{3}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, less the East 110 feet thereof.
The North 340 feet of the West $\frac{2}{3}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ less the East 110 feet thereof.

Exhibit 2

Listing of Assets

CLASS "C"

WATER AND/OR WASTEWATER UTILITIES

(Gross Revenue of Less Than \$200,000 Each)

ANNUAL REPORT

WS522
Bartelt Enterprises, Inc.
P. O. Box 609
Tarpon Springs, FL 34688-0609

51

484-W & 421-S

Certificate Number(s)

Submitted To The

STATE OF FLORIDA



PUBLIC SERVICE COMMISSION

FOR THE

YEAR ENDED DECEMBER 31, 1999

J. S. BAILLIE, JR.
CERTIFIED PUBLIC ACCOUNTANT
2153 GRAND BLVD.
HOLIDAY, FL 34690
(727) 937-6650

March 8, 2000

Board of Directors
Bartelt Enterprises, Inc.
D/B/A Wis-Bar Utilities
Holiday, Florida

We have compiled the comparative Balance Sheet as of December 31, 1998 and 1999 of Bartelt Enterprises, Inc. D/B/A Wis-Bar Utilities and the related detail schedules and the Statement of Income and related detail schedules for the year ended December 31, 1999, included in the accompanying prescribed form in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

Our compilation was limited to presenting in the form prescribed by the Florida Public Service Commission information that is the representation of the management of the company. We have not audited or reviewed the financial statements referred to above, and accordingly, do not express an opinion or any other form of assurance on them.

These financial statements including related disclosures are presented in accordance with the requirements of the Florida Public Service Commission, which differ from generally accepted accounting principles. Accordingly, these financial statements are not designed for those who are not informed about such differences.

Respectfully submitted,



J. S. Baillie, Jr.
Certified Public Accountant

GENERAL INSTRUCTIONS

1. Prepare this report in conformity with the 1996 National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts for Water and Wastewater Utilities as adopted by Rule 25-30.115 (1), Florida Administrative Code.
2. Interpret all accounting words and phrases in accordance with the Uniform System of Accounts (USOA). Commission Rules and the definitions on next page.
3. Complete each question fully and accurately, even if it has been answered in a previous annual report. Enter the word "None" where it truly and completely states the fact.
4. For any question, section, or page which is not applicable to the respondent enter the words "Not Applicable." Do not omit any pages.
5. Where dates are called for, the month and day should be stated as well as the year.
6. All schedules requiring dollar entries should be rounded to the nearest dollar.
7. Complete this report by means which result in a permanent record. You may use permanent ink or a typewriter. Do not use a pencil.
8. If there is not enough room on any schedule, an additional page or pages may be added provided the format of the added schedule matches the format of the schedule in the report. Additional pages should reference the appropriate schedules, state the name of the utility, and state the year of the report.
9. If it is necessary or desirable to insert additional statements for the purpose of further explanation of schedules, such statements should be made at the bottom of the page or on an additional page. Any additional pages should state the name of the utility and the year of the report, and reference the appropriate schedule.
10. The utility shall file the original and two copies of the report with the Commission at the address below, and keep a copy for itself. Pursuant to Rule 25-30.110 (3), Florida Administrative Code, the utility must submit the report by March 31 for the preceding year ending December 31.

Florida Public Service Commission
Division of Water and Wastewater
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

11. Pursuant to Rule 25-30.110 (7) (a), Florida Administrative Code, any utility that fails to file its annual report or extension on or before March 31, or within the time specified by any extension approved in writing by the Division of Water and Wastewater, shall be subject to a penalty. The penalty shall be based on the number of calendar days elapsed from March 31, or from an approved extended filing date, until the date of filing. The date of filing shall be included in the days elapsed.

GENERAL DEFINITIONS

ADVANCES FOR CONSTRUCTION - This account shall include advances by or in behalf of customers for construction which are to be refunded either wholly or in part. (USOA)

ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION (AFUDC) - This account shall include concurrent credits for allowance for funds used during construction based upon the net cost of funds used for construction purposes and a reasonable rate upon other funds when so used. Appropriate regulatory approval shall be obtained for "a reasonable rate". (USOA)

AMORTIZATION - The gradual extinguishment of an amount in an account by distributing such amount over a fixed period, over the life of the asset or liability to which it applies, or over the period during which it is anticipated the benefit will be realized. (USOA)

CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) - Any amount or item of money, services, or property received by a utility, from any person or governmental agency, any portion of which is provided at no cost to the utility, which represents an addition or transfer to the capital of the utility, and which is utilized to offset the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment used to provide utility services to the public. (Section 367.021 (3), Florida Statutes)

CONSTRUCTION WORK IN PROGRESS (CWIP) - This account shall include the cost of water or wastewater plant in process of construction, but not yet ready for services. (USOA)

DEPRECIATION - The loss in service value not restored by current maintenance, incurred in connection with the consumption or prospective retirement of utility plant in the course of service from causes which are known to be in the current operation and against which the utility is not protected by insurance. (Rule 25-30.140 (i), Florida Administrative Code)

EFFLUENT REUSE - The use of wastewater after the treatment process, generally for reuse as irrigation water or for in plant use. (Section 367.021 (6), Florida Statutes)

EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WATER) - (Rule 25-30.515 (8), Florida Administrative Code.)

- (a) 350 gallons per day;
- (b) The number of gallons a utility demonstrates in the average daily flow for a single family unit; or
- (c) The number of gallons which has been approved by the DEP for a single family residential unit.

EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WASTEWATER) - Industry standard of 80% of Water ERC or 280 gallons per day for residential use.

GUARANTEED REVENUE CHARGE - A charge designed to cover the utility's costs including, but not limited to the cost of the operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the utility for facilities, a portion of which may not be used and useful to the utility or its existing customers. (Rule 25-30.515 (9), Florida Administrative Code)

LONG TERM DEBT - All Notes, Conditional Sales Contracts, or other evidences of indebtedness payable more than one year from date of issue. (USOA)

PROPRIETARY CAPITAL (For proprietorships and partnerships only) - The investment of a sole proprietor, or partners, in an unincorporated utility. (USOA)

RETAINED EARNINGS - This account reflects corporate earnings retained in the business. Credits would include net income or accounting adjustments associated with correction of errors attributable to a prior period. Charges to this account would include net losses, accounting adjustments associated with correction of errors attributable to a prior period or dividends. (USOA)

TABLE OF CONTENTS

FINANCIAL SECTION	PAGE
Identification	F-2
Income Statement	F-3
Balance Sheet	F-4
Net Utility Plant	F-5
Accumulated Depreciation and Amortization of Utility Plant	F-5
Capital Stock	F-6
Retained Earnings	F-6
Proprietary Capital	F-6
Long Term Debt	F-6
Taxes Accrued	F-7
Payment for Services Rendered by Other Than Employees	F-7
Contributions in Aid of Construction	F-8
Cost of Capital Used for AFUDC Calculation	F-9
AFUDC Capital Structure Adjustments	F-10
WATER OPERATING SECTION	PAGE
Water Utility Plant Accounts	W-1
Analysis of Accumulated Depreciation by Primary Account - Water	W-2
Water Operation and Maintenance Expense	W-3
Water Customers	W-3
Pumping and Purchased Water Statistics and Mains	W-4
Wells and Well Pumps, Reservoirs, and High Service Pumping	W-5
Sources of Supply and Water Treatment Facilities	W-6
General Water System Information	W-7
WASTEWATER OPERATING SECTION	PAGE
Wastewater Utility Plant Accounts	S-1
Analysis of Accumulated Depreciation by Primary Account - Wastewater	S-2
Wastewater Operation and Maintenance Expense	S-3
Wastewater Customers	S-3
Pumping Equipment, Collecting and Force Mains and Manholes	S-4
Treatment Plant, Pumps and Pumping Wastewater Statistics	S-5
General Wastewater System Information	S-6
VERIFICATION SECTION	PAGE
Verification	V-1

FINANCIAL SECTION

REPORT OF

BARTELT ENTERPRISES INC D/B/A WIS-BAR UTILITIES

(EXACT NAME OF UTILITY)

P.O. Box 609
TARPON SPRINGS FL 34688
 Mailing Address

PASCO
 Street Address County

Telephone Number 727-937-6133 Date Utility First Organized 1969

Fax Number N/A E-mail Address N/A

Sunshine State One-Call of Florida, Inc. Member No. N/A

Check the business entity of the utility as filed with the Internal Revenue Service:

- Individual Sub Chapter S Corporation 1120 Corporation Partnership

Name, Address and phone where records are located: SAME

Name of subdivisions where services are provided: BUENA VISTA MANOR + OAK HILL

CONTACTS:

Name	Title	Principle Business Address	Salary Charged Utility
Person to send correspondence: <u>PATRICIA B. TAGARELLI</u>	<u>ASST CEO</u>	<u>SAME</u>	
Person who prepared this report: <u>J.S. BAILLIE JR CPA</u>	<u>SEE ATTACHED COMPILATION REPORT</u>		
Officers and Managers: <u>DAVID C. BARTELT</u>	<u>SEC/TREAS</u>		\$ 0
<u>RUTH BARTELT</u>	<u>PRESIDENT</u>		\$ 0
<u>PATRICIA B. TAGARELLI</u>	<u>ASST CEO</u>		\$ 0
			\$
			\$

Report every corporation or person owning or holding directly or indirectly 5 percent or more of the voting securities of the reporting utility:

Name	Percent Ownership in Utility	Principle Business Address	Salary Charged Utility
<u>BARTELT ENTERPRISES INC</u>	<u>100</u>	<u>SAME</u>	\$ 0
			\$
			\$
			\$
			\$
			\$

UTILITY NAME: WIS - Bm Utilities

YEAR OF REPORT
DECEMBER 31, 99

INCOME STATEMENT

Account Name	Ref. Page	Water	Wastewater	Other	Total Company
Gross Revenue:					
Residential		\$ 25,391	\$ 19,688	\$ 0	\$ 45,079
Commercial					
Industrial					
Multiple Family					
Guaranteed Revenues					
Other (Specify)					
Total Gross Revenue		\$ 25,391	\$ 19,688	\$ 0	\$ 45,079
Operation Expense (Must tie to pages W-3 and S-3)	W-3 S-3	\$ 21,145	\$ 25,529	\$	\$ 46,674
Depreciation Expense	F-5	365	2,441	0	2,806
CIAC Amortization Expense	F-8				
Taxes Other Than Income	F-7	1,213	3,258	9	4,480
Income Taxes	F-7				
Total Operating Expense		\$ 22,723	31,228	9	\$ 53,960
Net Operating Income (Loss)		\$ 2,668	\$ (11,540)	\$ (9)	\$ (8,881)
Other Income:					
Nonutility Income		\$	\$	\$ 6,618	\$ 6,618
GAIN ON SALE OF PLANT			58,277		58,277
Other Deductions:					
Miscellaneous Nonutility Expenses		\$	\$	\$	\$
Interest Expense					
Net Income (Loss)		\$ 2,668	\$ 46,737	\$ 6,609	\$ 56,014

UTILITY NAME: WIS-BX2 UTILITIES

YEAR OF REPORT
DECEMBER 31, 99

COMPARATIVE BALANCE SHEET

ACCOUNT NAME	Reference Page	Current Year	Previous Year
Assets:			
Utility Plant in Service (101-105) -----	F-5,W-1,S-1	\$ <u>140,747</u>	\$ <u>156,237</u>
Accumulated Depreciation and Amortization (108) -----	F-5,W-2,S-2	<u>23,102</u>	<u>20,296</u>
Net Utility Plant -----		\$ <u>117,645</u>	\$ <u>135,941</u>
Cash -----		<u>5624</u>	<u>6841</u>
Customer Accounts Receivable (141) -----		<u>5664</u>	<u>5910</u>
Other Assets (Specify): <u>ADVANCES TO Parent Company</u>		<u>77,429</u>	<u>11,580</u>
Total Assets -----		\$ <u>206,362</u>	\$ <u>160,272</u>
Liabilities and Capital:			
Common Stock Issued (201) -----	F-6		
Preferred Stock Issued (204) -----	F-6		
Other Paid in Capital (211) -----		<u>16,880</u>	<u>16,880</u>
Retained Earnings (215) -----	F-6	<u>157,291</u>	<u>101,277</u>
Proprietary Capital (Proprietary and partnership only) (218) -----	F-6		
Total Capital -----		\$ <u>174,171</u>	\$ <u>118,157</u>
Long Term Debt (224) -----	F-6	\$	\$
Accounts Payable (231) -----		<u>2013</u>	<u>2192</u>
Notes Payable (232) -----			
Customer Deposits (235) -----		<u>1694</u>	<u>1617</u>
Accrued Taxes (236) -----			
Other Liabilities (Specify) -----			
Advances for Construction -----			
Contributions in Aid of Construction - Net (271-272) -----	F-8	<u>28,484</u>	<u>38,306</u>
Total Liabilities and Capital -----		\$ <u>206,362</u>	\$ <u>160,272</u>

117,645
(28,484)
89,161

UTILITY NAME: WIS-BAR UTILITIES

YEAR OF REPORT
DECEMBER 31, 99

GROSS UTILITY PLANT

Plant Accounts: (101 - 107) inclusive	Water	Wastewater	Plant other Than Reporting Systems	Total
Utility Plant in Service (101) _____	\$ <u>26,614</u>	\$ <u>114,133</u>	\$ <u>N/A</u>	\$ <u>140,747</u>
Construction Work in Progress (105) _____	_____	_____	_____	_____
Other (Specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Utility Plant _____	\$ <u>26,614</u>	\$ <u>114,133</u>	\$ <u>N/A</u>	\$ <u>140,747</u>

ACCUMULATED DEPRECIATION (AD) AND AMORTIZATION OF UTILITY PLANT

Account 108	Water	Wastewater	Other Than Reporting Systems	Total
Balance First of Year _____	\$ <u>10,078</u>	\$ <u>10,218</u>	\$ <u>N/A</u>	\$ <u>20,296</u>
<u>Add Credits During Year:</u>				
Accruals charged to depreciation account _____	\$ <u>365</u>	\$ <u>2441</u>	\$ _____	\$ <u>2806</u>
Salvage _____	_____	_____	_____	_____
Other Credits (specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Credits _____	\$ <u>365</u>	\$ <u>2441</u>	\$ <u>N/A</u>	\$ <u>2806</u>
<u>Deduct Debits During Year:</u>				
Book cost of plant retired _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost of removal _____	_____	_____	_____	_____
Other debits (specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Debits _____	\$ _____	\$ _____	\$ _____	\$ _____
Balance End of Year _____	\$ <u>10,443</u>	\$ <u>12,659</u>	\$ <u>N/A</u>	\$ <u>23,102</u>

UTILITY NAME: WIS - BAR Utilities

YEAR OF REPORT
DECEMBER 31, 99

CAPITAL STOCK (201 - 204)

	Common Stock	Preferred Stock
Par or stated value per share _____	<u>NONE</u>	<u>NONE</u>
Shares authorized _____	_____	_____
Shares issued and outstanding _____	_____	_____
Total par value of stock issued _____	_____	_____
Dividends declared per share for year _____	_____	_____

RETAINED EARNINGS (215)

	Appropriated	Un-Appropriated
Balance first of year _____	\$ <u>0</u>	\$ <u>101,277</u>
Changes during the year (Specify): <u>NET INCOME FOR THE YEAR</u>	_____	<u>56,014</u>
_____	_____	_____
_____	_____	_____
Balance end of year _____	\$ <u>0</u>	\$ <u>157,291</u>

PROPRIETARY CAPITAL (218)

	Proprietor Or Partner	Partner
Balance first of year _____	\$ _____	\$ _____
Changes during the year (Specify): _____	_____	_____
_____	_____	_____
Balance end of year _____	\$ <u>NONE</u>	\$ <u>NONE</u>

LONG TERM DEBT (224)

Description of Obligation (Including Date of Issue and Date of Maturity):	Interest	Principal
	Rate # of Pymts	per Balance Sheet Date
_____	_____	\$ _____
_____	_____	_____
Total _____	<u>NONE</u>	\$ <u>NONE</u>

UTILITY NAME: WIS-BAR Utilities

YEAR OF REPORT
DECEMBER 31, 99

TAXES ACCRUED (236)

(a)	Water (b)	Wastewater (c)	Other (d)	Total (e)
Income Taxes:				
Federal income tax _____	\$ _____	\$ _____	\$ _____	\$ _____
State income Tax _____	_____	_____	_____	_____
Taxes Other Than Income:				
State ad valorem tax _____	_____	_____	_____	_____
Local property tax _____	_____	_____	_____	_____
Regulatory assessment fee _____	<u>808</u>	<u>886</u>	<u>0</u>	<u>1694</u>
Other (Specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Taxes Accrued _____	\$ <u>808</u>	\$ <u>886</u>	\$ <u>0</u>	\$ <u>1694</u>

PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES

Report all information concerning outside rate, management, construction, advertising, labor relations, public relations, or other similar professional services rendered the respondent for which aggregate payments during the year to any corporation, partnership, individual, or organization of any kind whatever amounting to \$500 or more.

Name of Recipient	Water Amount	Wastewater Amount	Description of Service
<u>BARTLEY ENTERPRISES INC</u>	\$ <u>6775</u>	\$ <u>5323</u>	<u>Billing & Collecting</u>
<u>J.S. BAILLIE JR CPA</u>	\$ <u>2237</u>	\$ <u>2238</u>	<u>Accounting Services</u>
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____

UTILITY NAME: WIS-BAR UTILITIES

YEAR OF REPORT
DECEMBER 31 99

CONTRIBUTIONS IN AID OF CONSTRUCTION (271)

(a)	Water (b)	Wastewater (c)	Total (d)
1) Balance first of year _____	\$ <u>12,002</u>	\$ <u>26,304</u>	\$ <u>38,306</u>
2) Add credits during year _____	\$ _____	\$ _____	\$ _____
3) Total _____	_____	_____	_____
4) Deduct charges during the year _____	_____	* <u>9822</u>	_____
5) Balance end of year _____	_____	_____	_____
6) Less Accumulated Amortization _____	_____	_____	_____
7) Net CIAC _____	\$ <u>12,002</u>	\$ <u>16,482</u>	\$ <u>28,484</u>

ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)

Report below all developers or contractors agreements from which cash or property was received during the year.	Indicate "Cash" or "Property"	Water	Wastewater
_____	_____	<u>NONE</u>	<u>NONE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Sub-total _____	_____	\$ <u>NONE</u>	\$ <u>NONE</u>
Report below all capacity charges, main extension charges and customer connection charges received during the year.			
Description of Charge	Number of Connections	Charge per Connection	
_____	_____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
Total Credits During Year (Must agree with line # 2 above.) _____			\$ <u>NONE</u> \$ <u>NONE</u>

ACCUMULATED AMORTIZATION OF CIAC (272)

	Water	Wastewater	Total
Balance First of Year _____	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Add Credits During Year: _____	_____	_____	_____
Deduct Debits During Year: _____	_____	_____	_____
Balance End of Year (Must agree with line #6 above.) _____	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

* CIAC ON RETIRED PLANT SOLD, F-8

**** COMPLETION OF SCHEDULE REQUIRED ONLY IF AFUDC WAS CHARGED DURING YEAR ****

UTILITY NAME: WIS- BAR UTILITIES

YEAR OF REPORT DECEMBER 31 <u>99</u>

SCHEDULE "A"

SCHEDULE OF COST OF CAPITAL USED FOR AFUDC CALCULATION (1)

Class of Capital (a)	Dollar Amount (b)	Percentage of Capital (c)	Actual Cost Rates (d)	Weighted Cost [c x d] (e)
Common Equity	\$ _____	_____ %	_____ %	_____ %
Preferred Stock	_____	_____ %	_____ %	_____ %
Long Term Debt	_____	_____ %	_____ %	_____ %
Customer Deposits	_____	_____ %	_____ %	_____ %
Tax Credits - Zero Cost	_____	_____ %	0.00 %	_____ %
Tax Credits - Weighted Cost	_____	_____ %	_____ %	_____ %
Deferred Income Taxes	_____	_____ %	_____ %	_____ %
Other (Explain)	_____	_____ %	_____ %	_____ %
Total	\$ _____	<u>100.00</u> %		_____ %

(1) Must be calculated using the same methodology used to calculate AFUDC rate approved by the Commission.

APPROVED AFUDC RATE

Current Commission approved AFUDC rate: _____ %
Commission Order Number approving AFUDC rate: _____

— NONE —

** COMPLETION OF SCHEDULE REQUIRED ONLY IF AFUDC WAS CHARGED DURING YEAR **

UTILITY NAME: Wis-Bar Utilities

YEAR OF REPORT
DECEMBER 31, 99

SCHEDULE "B"

SCHEDULE OF CAPITAL STRUCTURE ADJUSTMENTS

Class of Capital (a)	Per Book Balance (b)	Non-utility Adjustments (c)	Non-juris. Adjustments (d)	Other (1) Adjustments (e)	Capital Structure Used for AFUDC Calculation (f)
Common Equity	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Preferred Stock	_____	_____	_____	_____	_____
Long Term Debt	_____	_____	_____	_____	_____
Customer Deposits	_____	_____	_____	_____	_____
Tax Credits-Zero Cost	_____	_____	_____	_____	_____
Tax Credits-Weighted	_____	_____	_____	_____	_____
Cost of Capital	_____	_____	_____	_____	_____
Deferred Income Taxes	_____	_____	_____	_____	_____
Other (Explain)	_____	_____	_____	_____	_____
Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(1) Explain below all adjustments made in Column (e):

**WATER
OPERATING
SECTION**

UTILITY NAME: WIS-BAR UTILITIES

YEAR OF REPORT
DECEMBER 31 99

WATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
301	Organization	\$ _____	\$ _____	\$ _____	\$ _____
302	Franchises	_____	_____	_____	_____
303	Land and Land Rights	_____	_____	_____	_____
304	Structures and Improvements	_____	_____	_____	_____
305	Collecting and Impounding Reservoirs	_____	_____	_____	_____
306	Lake, River and Other Intakes	_____	_____	_____	_____
307	Wells and Springs	_____	_____	_____	_____
308	Infiltration Galleries and Tunnels	_____	_____	_____	_____
309	Supply Mains	_____	_____	_____	_____
310	Power Generation Equipment	_____	_____	_____	_____
311	Pumping Equipment	_____	_____	_____	_____
320	Water Treatment Equipment	_____	_____	_____	_____
330	Distribution Reservoirs and Standpipes	_____	_____	_____	_____
331	Transmission and Distribution Lines	<u>16,474</u>	<u>1</u>	_____	<u>16,475</u>
333	Services	_____	_____	_____	_____
334	Meters and Meter Installations	<u>2989</u>	_____	_____	<u>2989</u>
335	Hydrants	_____	_____	_____	_____
336	Backflow Prevention Devices	_____	_____	_____	_____
339	Other Plant and Miscellaneous Equipment	<u>7150</u>	_____	_____	<u>7150</u>
340	Office Furniture and Equipment	_____	_____	_____	_____
341	Transportation Equipment	_____	_____	_____	_____
342	Stores Equipment	_____	_____	_____	_____
343	Tools, Shop and Garage Equipment	_____	_____	_____	_____
344	Laboratory Equipment	_____	_____	_____	_____
345	Power Operated Equipment	_____	_____	_____	_____
346	Communication Equipment	_____	_____	_____	_____
347	Miscellaneous Equipment	_____	_____	_____	_____
348	Other Tangible Plant	_____	_____	_____	_____
	Total Water Plant	\$ <u>26,613</u>	\$ <u>1</u>	\$ <u>0</u>	\$ <u>26,614</u>

UTILITY NAME: WIS-BAR UTILITIES

YEAR OF REPORT
DECEMBER 31, 99

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f-g+h=i) (i)
304	Structures and Improvements		%	%	\$	\$	\$	\$
305	Collecting and Impounding Reservoirs		%	%				
306	Lake, River and Other Intakes		%	%				
307	Wells and Springs		%	%				
308	Infiltration Galleries & Tunnels		%	%				
309	Supply Mains		%	%				
310	Power Generating Equipment		%	%				
311	Pumping Equipment		%	%				
320	Water Treatment Equipment		%	%				
330	Distribution Reservoirs & Standpipes		%	%				
331	Trans. & Dist. Mains	40	0 %	2.5 %	6211		224	6435
333	Services		%	%				
334	Meter & Meter Installations	40	0 %	2.5 %	1120		41	1161
335	Hydrants		%	%				
336	Backflow Prevention Devices		%	%				
339	Other Plant and Miscellaneous Equipment	40	0 %	2.5 %	2747		100	2847
340	Office Furniture and Equipment		%	%				
341	Transportation Equipment		%	%				
342	Stores Equipment		%	%				
343	Tools, Shop and Garage Equipment		%	%				
344	Laboratory Equipment		%	%				
345	Power Operated Equipment		%	%				
346	Communication Equipment		%	%				
347	Miscellaneous Equipment		%	%				
348	Other Tangible Plant		%	%				
	Totals				\$ 10,078	\$ 0	\$ 365	\$ 10,443

* This amount should tie to Sheet F-5.

UTILITY NAME: Wis-Bar Utilities

YEAR OF REPORT
DECEMBER 31 99

WATER OPERATION AND MAINTENANCE EXPENSE

Acct. No.	Account Name	Amount
601	Salaries and Wages - Employees	\$ _____
603	Salaries and Wages - Officers, Directors, and Majority Stockholders	_____
604	Employee Pensions and Benefits	_____
610	Purchased Water	<u>7427</u>
615	Purchased Power	_____
616	Fuel for Power Production	_____
618	Chemicals	_____
620	Materials and Supplies	_____
630	Contractual Services:	
	Billing	<u>6775</u>
	Professional	<u>2237</u>
	Testing	_____
	Other	<u>4706</u>
640	Rents	_____
650	Transportation Expense	_____
655	Insurance Expense	_____
665	Regulatory Commission Expenses (Amortized Rate Case Expense)	_____
670	Bad Debt Expense	_____
675	Miscellaneous Expenses	_____
	Total Water Operation And Maintenance Expense	\$ <u>21,145.</u>

* This amount should tie to Sheet F-3.

WATER CUSTOMERS

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers		Total Number of Meter Equivalents (c x e) (f)
			Start of Year (d)	End of Year (e)	
Residential Service					
5/8"	D	1.0	<u>128</u>	<u>134</u>	<u>134</u>
3/4"	D	1.5	_____	_____	_____
1"	D	2.5	_____	_____	_____
1 1/2"	D,T	5.0	_____	_____	_____
General Service					
5/8"	D	1.0	_____	_____	_____
3/4"	D	1.5	_____	_____	_____
1"	D	2.5	_____	_____	_____
1 1/2"	D,T	5.0	_____	_____	_____
2"	D,C,T	8.0	_____	_____	_____
3"	D	15.0	_____	_____	_____
3"	C	16.0	_____	_____	_____
3"	T	17.5	_____	_____	_____
Unmetered Customers Other (Specify)	_____	_____	_____	_____	_____
** D = Displacement C = Compound T = Turbine			Total	<u>128</u>	<u>134</u>

UTILITY NAME: WIS-BR Utilities

YEAR OF REPORT DECEMBER 31, <u>99</u>
--

SYSTEM NAME: _____

PUMPING AND PURCHASED WATER STATISTICS

(a)	Water Purchased For Resale (Omit 000's) (b)	Finished Water From Wells (Omit 000's) (c)	Recorded Accounted For Loss Through Line Flushing Etc. (Omit 000's) (d)	Total Water Pumped And Purchased (Omit 000's) [(b)+(c)-(d)] (e)	Water Sold To Customers (Omit 000's) (f)
January	414			414	469
February	418			418	377
March	454			454	380
April	346			346	356
May	391			391	366
June	274			274	284
July	290			290	243
August	265			265	252
September	251			251	270
October	246			246	267
November	420			420	327
December	297			297	323
Total for Year	4066			4066	3914

If water is purchased for resale, indicate the following:

Vendor HOLIDAY GARDENS UTILITIES
 Point of delivery BIENA VISTA MANOR - OAK HILL SUBDIVISION

If water is sold to other water utilities for redistribution, list names of such utilities below:

NONE SOLD

MAINS (FEET)

Kind of Pipe (PVC, Cast Iron, Coated Steel, etc.)	Diameter of Pipe	First of Year	Added	Removed or Abandoned	End of Year

UTILITY NAME: WIS-BAZ UTILITIES

YEAR OF REPORT DECEMBER 31, <u>99</u>
--

SYSTEM NAME: _____

WELLS AND WELL PUMPS

(a)	(b)	(c)	(d)	(e)
Year Constructed _____	_____	_____	_____	_____
Types of Well Construction and Casing _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Depth of Wells _____	_____	_____	_____	_____
Diameters of Wells _____	_____	_____	_____	_____
Pump - GPM _____	_____	_____	_____	_____
Motor - HP _____	_____	_____	_____	_____
Motor Type * _____	_____	_____	_____	_____
Yields of Wells in GPD _____	_____	_____	_____	_____
Auxiliary Power _____	_____	_____	_____	_____
* Submersible, centrifugal, etc.				

RESERVOIRS

(a)	(b)	(c)	(d)	(e)
Description (steel, concrete)	_____	_____	_____	_____
Capacity of Tank _____	_____	_____	_____	_____
Ground or Elevated _____	_____	_____	_____	_____

HIGH SERVICE PUMPING

(a)	(b)	(c)	(d)	(e)
<u>Motors</u>				
Manufacturer _____	_____	_____	_____	_____
Type _____	_____	_____	_____	_____
Rated Horsepower _____	_____	_____	_____	_____
<u>Pumps</u>				
Manufacturer _____	_____	_____	_____	_____
Type _____	_____	_____	_____	_____
Capacity in GPM _____	_____	_____	_____	_____
Average Number of Hours Operated Per Day _____	_____	_____	_____	_____
Auxiliary Power _____	_____	_____	_____	_____

UTILITY NAME: WIS-Bar Utilities

YEAR OF REPORT
DECEMBER 31, 98

SOURCE OF SUPPLY

List for each source of supply (Ground, Surface, Purchased Water etc.)			
Permitted Gals. per day _____	_____	_____	_____
Type of Source _____	<u>PURCHASED WATER</u>		_____

WATER TREATMENT FACILITIES

List for each Water Treatment Facility:			
Type _____	_____	_____	_____
Make _____	_____	_____	_____
Permitted Capacity (GPD) _____	_____	_____	_____
High service pumping	_____	_____	_____
Gallons per minute _____	_____	_____	_____
Reverse Osmosis _____	_____	_____	_____
Lime Treatment	_____	_____	_____
Unit Rating _____	<u>PURCHASED WATER</u>		_____
Filtration	_____	_____	_____
Pressure Sq. Ft. _____	_____	_____	_____
Gravity GPD/Sq.Ft. _____	_____	_____	_____
Disinfection	_____	_____	_____
Chlorinator _____	_____	_____	_____
Ozone _____	_____	_____	_____
Other _____	_____	_____	_____
Auxiliary Power _____	_____	_____	_____

UTILITY NAME: WIS Bar Utilities

YEAR OF REPORT
DECEMBER 31, 99

SYSTEM NAME: _____

GENERAL WATER SYSTEM INFORMATION

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present ERC's * the system can efficiently serve. _____ 31
2. Maximum number of ERCs * which can be served. _____ UNKNOWN
3. Present system connection capacity (in ERCs *) using existing lines. _____ UNKNOWN
4. Future connection capacity (in ERCs *) upon service area buildout. _____ UNKNOWN
5. Estimated annual increase in ERCs *. _____ UNKNOWN
6. Is the utility required to have fire flow capacity? _____ UNKNOWN
If so, how much capacity is required? _____
7. Attach a description of the fire fighting facilities. 4 HYDRANTS FLOWING 500 GPM
8. Describe any plans and estimated completion dates for any enlargements or improvements of this system.

NONE

9. When did the company last file a capacity analysis report with the DEP? _____
10. If the present system does not meet the requirements of DEP rules, submit the following:
 - a. Attach a description of the plant upgrade necessary to meet the DEP rules.
 - b. Have these plans been approved by DEP? _____
 - c. When will construction begin? _____
 - d. Attach plans for funding the required upgrading.
 - e. Is this system under any Consent Order with DEP? _____
11. Department of Environmental Protection ID # _____
12. Water Management District Consumptive Use Permit # PURCHASED WATER
 - a. Is the system in compliance with the requirements of the CUP? _____
 - b. If not, what are the utility's plans to gain compliance? _____

* An ERC is determined based on one of the following methods:
(a) If actual flow data are available from the preceding 12 months:
Divide the total annual single family residence (SFR) gallons sold by the average number of single family residents (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.

(b) If no historical flow data are available use:
ERC = (Total SFR gallons sold (omit 000/365 days/350 gallons per day).

**WASTEWATER
OPERATING
SECTION**

UTILITY NAME: WIS - Box Utilities

YEAR OF REPORT
DECEMBER 31, 99

WASTEWATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
351	Organization	\$ _____	\$ _____	\$ _____	\$ _____
352	Franchises	_____	_____	_____	_____
353	Land and Land Rights	<u>3000</u>	<u>0</u>	<u>3000</u>	<u>0</u>
354	Structures and Improvements	_____	_____	_____	_____
355	Power Generation Equipment	_____	_____	_____	_____
360	Collection Sewers - Force	_____	_____	_____	_____
361	Collection Sewers - Gravity	<u>24,500</u>	<u>0</u>	<u>0</u>	<u>24,500</u>
362	Special Collecting Structures	_____	_____	_____	_____
363	Services to Customers	_____	_____	_____	_____
364	Flow Measuring Devices	_____	_____	_____	_____
365	Flow Measuring Installations	_____	_____	_____	_____
370	Receiving Wells	_____	_____	_____	_____
371	Pumping Equipment	_____	_____	_____	_____
380	Treatment and Disposal Equipment	<u>90,134</u>	<u>0</u>	<u>3801</u>	<u>86,333</u>
381	Plant Sewers	_____	_____	_____	_____
382	Outfall Sewer Lines	_____	_____	_____	_____
389	Other Plant and Miscellaneous Equipment	<u>3300</u>	<u>0</u>	<u>0</u>	<u>3300</u>
390	Office Furniture and Equipment	_____	_____	_____	_____
391	Transportation Equipment	_____	_____	_____	_____
392	Stores Equipment	_____	_____	_____	_____
393	Tools, Shop and Garage Equipment	_____	_____	_____	_____
394	Laboratory Equipment	_____	_____	_____	_____
395	Power Operated Equipment	_____	_____	_____	_____
396	Communication Equipment	_____	_____	_____	_____
397	Miscellaneous Equipment	_____	_____	_____	_____
398	Other Tangible Plant	<u>8690</u>	<u>0</u>	<u>8690</u>	<u>0</u>
	Total Wastewater Plant	\$ <u>129,624</u>	\$ <u>0</u>	\$ <u>15,491</u>	\$ <u>114,133*</u>

* This amount should tie to sheet F-5.

UTILITY NAME: WIS-BOR UTILITIES

YEAR OF REPORT
DECEMBER 31, 99

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WASTEWATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f-g+h=i) (i)
354	Structures and Improvements		%	%	\$	\$	\$	\$
355	Power Generation Equipment		%	%				
360	Collection Sewers - Force		%	%				
361	Collection Sewers - Gravity	40	0 %	2.5 %	7735	0	249	7984
362	Special Collecting Structures		%	%				
363	Services to Customers		%	%				
364	Flow Measuring Devices		%	%				
365	Flow Measuring Installations		%	%				
370	Receiving Wells		%	%				
371	Pumping Equipment		%	%				
380	Treatment and Disposal Equipment	40	0 %	2.5 %	1603	0	2158	3761
381	Plant Sewers		%	%				
382	Outfall Sewer Lines		%	%				
389	Other Plant and Miscellaneous Equipment	40	0 %	2.5 %	880	0	34	914
390	Office Furniture and Equipment		%	%				
391	Transportation Equipment		%	%				
392	Stores Equipment		%	%				
393	Tools, Shop and Garage Equipment		%	%				
394	Laboratory Equipment		%	%				
395	Power Operated Equipment		%	%				
396	Communication Equipment		%	%				
397	Miscellaneous Equipment		%	%				
398	Other Tangible Plant		%	%				
	Totals				\$ 10,218	\$ 0	\$ 2441	\$ 12,659.

* This amount should tie to Sheet F-5.

UTILITY NAME: WIS-BAR UTILITIES

YEAR OF REPORT
DECEMBER 31 99

WASTEWATER OPERATION AND MAINTENANCE EXPENSE

Acct. No.	Account Name	Amount
701	Salaries and Wages - Employees	\$ _____
703	Salaries and Wages - Officers, Directors, and Majority Stockholders	_____
704	Employee Pensions and Benefits	_____
710	Purchased Wastewater Treatment	<u>13,015</u>
711	Sludge Removal Expense	_____
715	Purchased Power	<u>803</u>
716	Fuel for Power Production	_____
718	Chemicals	_____
720	Materials and Supplies	_____
730	Contractual Services:	
	Billing	<u>5323</u>
	Professional	<u>2238</u>
	Testing	_____
	Other	<u>4150</u>
740	Rents	_____
750	Transportation Expense	_____
755	Insurance Expense	_____
765	Regulatory Commission Expenses (Amortized Rate Case Expense)	_____
770	Bad Debt Expense	_____
775	Miscellaneous Expenses	_____
	Total Wastewater Operation And Maintenance Expense	\$ <u>25,529</u>

* This amount should tie to Sheet F-3.

WASTEWATER CUSTOMERS

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers		Total Number of Meter Equivalents (c x e) (f)
			Start of Year (d)	End of Year (e)	
Residential Service					
All meter sizes	D	1.0	<u>154</u>	<u>155</u>	<u>155</u>
General Service					
5/8"	D	1.0	_____	_____	_____
3/4"	D	1.5	_____	_____	_____
1"	D	2.5	_____	_____	_____
1 1/2"	D,T	5.0	_____	_____	_____
2"	D,C,T	8.0	_____	_____	_____
3"	D	15.0	_____	_____	_____
3"	C	16.0	_____	_____	_____
3"	T	17.5	_____	_____	_____
Unmetered Customers Other (Specify)	_____	_____	_____	_____	_____
** D = Displacement C = Compound T = Turbine			Total	<u>154</u>	<u>155</u>

UTILITY NAME: WIS-BAR UTILITIES

YEAR OF REPORT
DECEMBER 31, 99

PUMPING EQUIPMENT

Lift Station Number _____	<u>1</u>	<u>2</u>	_____	_____	_____	_____
Make or Type and nameplate data on pump _____	<u>Submersible</u>	<u>Hydraulic</u>	_____	_____	_____	_____
Year installed _____	<u>1970</u>	<u>1971</u>	_____	_____	_____	_____
Rated capacity _____	<u>185 GPM</u>	<u>150 GPM</u>	_____	_____	_____	_____
Size _____	<u>3"</u>	<u>3"</u>	_____	_____	_____	_____
Power:						
Electric _____	<u>ELECTRIC</u>	_____	_____	_____	_____	_____
Mechanical _____	_____	_____	_____	_____	_____	_____
Nameplate data of motor _____	<u>Hydraulic</u>	_____	_____	_____	_____	_____

SERVICE CONNECTIONS

Size (inches) _____	_____	_____	_____	_____	_____	_____
Type (PVC, VCP, etc.) _____	_____	_____	_____	_____	_____	_____
Average length _____	_____	_____	_____	_____	_____	_____
Number of active service connections _____	_____	_____	_____	_____	_____	_____
Beginning of year _____	_____	_____	_____	_____	_____	_____
Added during year _____	_____	_____	_____	_____	_____	_____
Retired during year _____	_____	_____	_____	_____	_____	_____
End of year _____	_____	_____	_____	_____	_____	_____
Give full particulars concerning inactive connections _____	_____	_____	_____	_____	_____	_____

COLLECTING AND FORCE MAINS

	Collecting Mains			Force Mains		
Size (inches) _____	<u>8"</u>	_____	_____	<u>8"</u>	_____	_____
Type of main _____	<u>VCP</u>	_____	_____	<u>PVC</u>	_____	_____
Length of main (nearest foot) _____	_____	_____	_____	_____	_____	_____
Beginning of year _____	<u>4928</u>	_____	_____	<u>2500</u>	_____	_____
Added during year _____	_____	_____	_____	_____	_____	_____
Retired during year _____	_____	_____	_____	_____	_____	_____
End of year _____	<u>4928</u>	_____	_____	<u>2500</u>	_____	_____

MANHOLES

Size (inches) _____	<u>3'</u>	_____	_____
Type of Manhole _____	<u>BRICK</u>	_____	_____
Number of Manholes:			
Beginning of year _____	<u>16</u>	_____	_____
Added during year _____	_____	_____	_____
Retired during year _____	_____	_____	_____
End of Year _____	<u>16</u>	_____	_____

UTILITY NAME: WIS - BAR UTILITIES

SYSTEM NAME: WIS - BAR UTILITIES

YEAR OF REPORT
DECEMBER 31 99

TREATMENT PLANT

Manufacturer _____	<u>Purchased from Pasco County</u>		
Type _____	_____	_____	_____
"Steel" or "Concrete" _____	_____	_____	_____
Total Permitted Capacity _____	_____	_____	_____
Average Daily Flow _____	_____	_____	_____
Method of Effluent Disposal _____	_____	_____	_____
Permitted Capacity of Disposal _____	_____	_____	_____
Total Gallons of Wastewater treated _____	_____	_____	_____

MASTER LIFT STATION PUMPS

Manufacturer _____	_____	_____	_____	_____	_____	_____
Capacity (GPM's) _____	_____	_____	_____	_____	_____	_____
Motor:						
Manufacturer _____	_____	_____	_____	_____	_____	_____
Horsepower _____	_____	_____	_____	_____	_____	_____
Power (Electric or Mechanical) _____	_____	_____	_____	_____	_____	_____

PUMPING WASTEWATER STATISTICS

Months	Gallons of Treated Wastewater	Effluent Reuse Gallons to Customers	Effluent Gallons Disposed of on site
January _____	<u>352</u>	_____	_____
February _____	<u>429</u>	_____	_____
March _____	<u>315</u>	_____	_____
April _____	<u>447</u>	_____	_____
May _____	<u>343</u>	_____	_____
June _____	<u>303</u>	_____	_____
July _____	<u>303</u>	_____	_____
August _____	<u>277</u>	_____	_____
September _____	<u>299</u>	_____	_____
October _____	<u>278</u>	_____	_____
November _____	<u>273</u>	_____	_____
December _____	<u>325</u>	_____	_____
Total for year _____	<u>3944</u>	<u>0</u>	<u>0</u>

If Wastewater Treatment is purchased, indicate the vendor: PASCO COUNTY

UTILITY NAME: WIS - BAR UTILITIES

YEAR OF REPORT
DECEMBER 31, 99

SYSTEM NAME: _____

GENERAL WASTEWATER SYSTEM INFORMATION

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present number of ERCs* now being served. _____ 39
2. Maximum number of ERCs* which can be served. _____ UNKNOWN
3. Present system connection capacity (in ERCs*) using existing lines. _____ UNKNOWN
4. Future connection capacity (in ERCs*) upon service area buildout. _____ UNKNOWN
5. Estimated annual increase in ERCs*. _____ UNKNOWN
6. Describe any plans and estimated completion dates for any enlargements or improvements of this system

NONE
7. If the utility uses reuse as a means of effluent disposal, provide a list of the reuse end users and the amount of reuse provided to each, if known.
8. If the utility does not engage in reuse, has a reuse feasibility study been completed? _____ NO
If so, when? _____
9. Has the utility been required by the DEP or water management district to implement reuse? _____ NO
If so, what are the utility's plans to comply with this requirement? _____
10. When did the company last file a capacity analysis report with the DEP? _____
11. If the present system does not meet the requirements of DEP rules, submit the following:
 - a. Attach a description of the plant upgrade necessary to meet the DEP rules.
 - b. Have these plans been approved by DEP? _____
 - c. When will construction begin? _____
 - d. Attach plans for funding the required upgrading.
 - e. Is this system under any Consent Order with DEP? _____
12. Department of Environmental Protection ID # _____

* An ERC is determined based on one of the following methods:
(a) If actual flow data are available from the preceding 12 months:
Divide the total annual single family residence (SFR) gallons sold by the average number of single family residents (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.
(b) If no historical flow data are available use:
ERC = (Total SFR gallons sold (omit 000/365 days)/280 gallons per day).

UTILITY NAME: WIS-BAR UTILITIES

YEAR OF REPORT
DECEMBER 31, 99

CERTIFICATION OF ANNUAL REPORT

I HEREBY CERTIFY, to the best of my knowledge and belief:

- YES NO 1. The utility is in substantial compliance with the Uniform System of Accounts prescribed by the Florida Public Service Commission in Rule 25-30.115 (1), Florida Administrative Code.
- YES NO 2. The utility is in substantial compliance with all applicable rules and orders of the Florida Public Service Commission.
- YES NO 3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statement of the utility.
- YES NO 4. The annual report fairly represents the financial condition and results of operations of the respondent for the period presented and other information and statements presented in the report as to the business affairs of the respondent are true, correct, and complete for the period for which it represents.

Items Certified

1. 2. 3. 4.

Ryan Bartlett President
(signature of chief executive officer of the utility)

1. 2. 3. 4.

[Signature]
(signature of chief financial officer of the utility)

* Each of the four items must be certified YES or NO. Each item need not be certified by both officers. The items being certified by the officer should be indicated in the appropriate area to the left of the signature.

Notice: Section 837.06, Florida Statutes, provides that any person who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree.

CLASS "C"
WATER AND/OR WASTEWATER UTILITIES

(Gross Revenue of Less Than \$200,000 Each)

ANNUAL REPORT

WS522 51
Bartelt Enterprises, Inc.
P. O. Box 609
Tarpon Springs, FL 34688-0609

(BARTELT SUNSHINE)

484 - W

Certificate Number(s)

Submitted To The

STATE OF FLORIDA



PUBLIC SERVICE COMMISSION

FOR THE

YEAR ENDED DECEMBER 31, 1996

J. S. BAILLIE, JR.
CERTIFIED PUBLIC ACCOUNTANT
2153 GRAND BLVD.
HOLIDAY, FL 34690
(727) 937-6650

March 8, 2000

Board of Directors
Bartelt Enterprises, Inc.
D/B/A Bartelt Sunshine
Holiday, Florida

We have compiled the comparative Balance Sheet as of December 31, 1998 and 1999 of Bartelt Enterprises, Inc. D/B/A Bartelt Sunshine and the related detail schedules and the Statement of Income and related detail schedules for the year ended December 31, 1999, included in the accompanying prescribed form in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

Our compilation was limited to presenting in the form prescribed by the Florida Public Service Commission information that is the representation of the management of the company. We have not audited or reviewed the financial statements referred to above, and accordingly, do not express an opinion or any other form of assurance on them.

These financial statements including related disclosures are presented in accordance with the requirements of the Florida Public Service Commission, which differ from generally accepted accounting principles. Accordingly, these financial statements are not designed for those who are not informed about such differences.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. S. Baillie, Jr.', with a stylized flourish at the end.

J. S. Baillie, Jr.
Certified Public Accountant

GENERAL INSTRUCTIONS

1. Prepare this report in conformity with the 1996 National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts for Water and Wastewater Utilities as adopted by Rule 25-30.115 (1), Florida Administrative Code.
2. Interpret all accounting words and phrases in accordance with the Uniform System of Accounts (USOA). Commission Rules and the definitions on next page.
3. Complete each question fully and accurately, even if it has been answered in a previous annual report. Enter the word "None" where it truly and completely states the fact.
4. For any question, section, or page which is not applicable to the respondent enter the words "Not Applicable." Do not omit any pages.
5. Where dates are called for, the month and day should be stated as well as the year.
6. All schedules requiring dollar entries should be rounded to the nearest dollar.
7. Complete this report by means which result in a permanent record. You may use permanent ink or a typewriter. Do not use a pencil.
8. If there is not enough room on any schedule, an additional page or pages may be added provided the format of the added schedule matches the format of the schedule in the report. Additional pages should reference the appropriate schedules, state the name of the utility, and state the year of the report.
9. If it is necessary or desirable to insert additional statements for the purpose of further explanation of schedules, such statements should be made at the bottom of the page or on an additional page. Any additional pages should state the name of the utility and the year of the report, and reference the appropriate schedule.
10. The utility shall file the original and two copies of the report with the Commission at the address below, and keep a copy for itself. Pursuant to Rule 25-30.110 (3), Florida Administrative Code, the utility must submit the report by March 31 for the preceeding year ending December 31.

Florida Public Service Commission
Division of Water and Wastewater
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

11. Pursuant to Rule 25-30.110 (7) (a), Florida Administrative Code, any utility that fails to file its annual report or extension on or before March 31, or within the time specified by any extension approved in writing by the Division of Water and Wastewater, shall be subject to a penalty. The penalty shall be based on the number of calendar days elapsed from March 31, or from an approved extended filing date, until the date of filing. The date of filing shall be included in the days elapsed.

GENERAL DEFINITIONS

ADVANCES FOR CONSTRUCTION - This account shall include advances by or in behalf of customers for construction which are to be refunded either wholly or in part. (USOA)

ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION (AFUDC) - This account shall include concurrent credits for allowance for funds used during construction based upon the net cost of funds used for construction purposes and a reasonable rate upon other funds when so used. Appropriate regulatory approval shall be obtained for "a reasonable rate". (USOA)

AMORTIZATION - The gradual extinguishment of an amount in an account by distributing such amount over a fixed period, over the life of the asset or liability to which it applies, or over the period during which it is anticipated the benefit will be realized. (USOA)

CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) - Any amount or item of money, services, or property received by a utility, from any person or governmental agency, any portion of which is provided at no cost to the utility, which represents an addition or transfer to the capital of the utility, and which is utilized to offset the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment used to provide utility services to the public. (Section 367.021 (3), Florida Statutes)

CONSTRUCTION WORK IN PROGRESS (CWIP) - This account shall include the cost of water or wastewater plant in process of construction, but not yet ready for services. (USOA)

DEPRECIATION - The loss in service value not restored by current maintenance, incurred in connection with the consumption or prospective retirement of utility plant in the course of service from causes which are known to be in the current operation and against which the utility is not protected by insurance. (Rule 25-30.140 (i), Florida Administrative Code)

EFFLUENT REUSE - The use of wastewater after the treatment process, generally for reuse as irrigation water or for in plant use. (Section 367.021 (6), Florida Statutes)

EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WATER) - (Rule 25-30.515 (8), Florida Administrative Code.)

- (a) 350 gallons per day;
- (b) The number of gallons a utility demonstrates in the average daily flow for a single family unit; or
- (c) The number of gallons which has been approved by the DEP for a single family residential unit.

EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WASTEWATER) - Industry standard of 80% of Water ERC or 280 gallons per day for residential use.

GUARANTEED REVENUE CHARGE - A charge designed to cover the utility's costs including, but not limited to the cost of the operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the utility for facilities, a portion of which may not be used and useful to the utility or its existing customers. (Rule 25-30.515 (9), Florida Administrative Code)

LONG TERM DEBT - All Notes, Conditional Sales Contracts, or other evidences of indebtedness payable more than one year from date of issue. (USOA)

PROPRIETARY CAPITAL (For proprietorships and partnerships only) - The investment of a sole proprietor, or partners, in an unincorporated utility. (USOA)

RETAINED EARNINGS - This account reflects corporate earnings retained in the business. Credits would include net income or accounting adjustments associated with correction of errors attributable to a prior period. Charges to this account would include net losses, accounting adjustments associated with correction of errors attributable to a prior period or dividends. (USOA)

TABLE OF CONTENTS

FINANCIAL SECTION	PAGE
Identification	F-2
Income Statement	F-3
Balance Sheet	F-4
Net Utility Plant	F-5
Accumulated Depreciation and Amortization of Utility Plant	F-5
Capital Stock	F-6
Retained Earnings	F-6
Proprietary Capital	F-6
Long Term Debt	F-6
Taxes Accrued	F-7
Payment for Services Rendered by Other Than Employees	F-7
Contributions in Aid of Construction	F-8
Cost of Capital Used for AFUDC Calculation	F-9
AFUDC Capital Structure Adjustments	F-10
WATER OPERATING SECTION	PAGE
Water Utility Plant Accounts	W-1
Analysis of Accumulated Depreciation by Primary Account - Water	W-2
Water Operation and Maintenance Expense	W-3
Water Customers	W-3
Pumping and Purchased Water Statistics and Mains	W-4
Wells and Well Pumps, Reservoirs, and High Service Pumping	W-5
Sources of Supply and Water Treatment Facilities	W-6
General Water System Information	W-7
WASTEWATER OPERATING SECTION	PAGE
Wastewater Utility Plant Accounts	S-1
Analysis of Accumulated Depreciation by Primary Account - Wastewater	S-2
Wastewater Operation and Maintenance Expense	S-3
Wastewater Customers	S-3
Pumping Equipment, Collecting and Force Mains and Manholes	S-4
Treatment Plant, Pumps and Pumping Wastewater Statistics	S-5
General Wastewater System Information	S-6
VERIFICATION SECTION	PAGE
Verification	V-1

FINANCIAL SECTION

REPORT OF

BARTELT ENTERPRISES INC 0131A BARTELT SUNSHINE

(EXACT NAME OF UTILITY)

P.O Box 609
TAMPA SPRINGS FL 34688 | PRASCO
 Mailing Address | Street Address | County

Telephone Number 727-937-6133 | Date Utility First Organized 1955

Fax Number N/A | E-mail Address N/A

Sunshine State One-Call of Florida, Inc. Member No. N/A

Check the business entity of the utility as filed with the Internal Revenue Service:

- Individual Sub Chapter S Corporation 1120 Corporation Partnership

Name, Address and phone where records are located: SAME

Name of subdivisions where services are provided: BUENA VISTA SUBDIVISION

CONTACTS:

Name	Title	Principle Business Address	Salary Charged Utility
Person to send correspondence: <u>PATRICIA B TAGARELLI</u>	<u>ASST CEO</u>	<u>SAME</u>	
Person who prepared this report: <u>J.S. BAILLIE JR CPA</u>	<u>SEE ACCOUNTANT'S COMPILATION REPORT</u>		
Officers and Managers: <u>DAVID C. BARTELT</u>	<u>SEE/TREAS</u>	<u>SAME</u>	\$ <u>7125</u>
<u>RUTH BARTELT</u>	<u>PRESIDENT</u>	<u>SAME</u>	\$ <u>7125</u>
<u>PATRICIA B. TAGARELLI</u>	<u>ASST CEO</u>	<u>SAME</u>	\$ <u>42,275</u>
			\$
			\$

Report every corporation or person owning or holding directly or indirectly 5 percent or more of the voting securities of the reporting utility:

Name	Percent Ownership in Utility	Principle Business Address	Salary Charged Utility
<u>DAVID C. BARTELT</u>	<u>28</u>	<u>SAME</u>	\$ <u>ASOVE</u>
<u>RUTH BARTELT</u>	<u>28</u>	<u>SAME</u>	\$ <u>ASOVE</u>
			\$
			\$
			\$

UTILITY NAME: BARTOLT SUNSHINE

YEAR OF REPORT
DECEMBER 31, 99

INCOME STATEMENT

Account Name	Ref. Page	Water	Wastewater	Other	Total Company
Gross Revenue:					
Residential _____		\$ <u>130,322</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>130,322</u>
Commercial _____		_____	_____	_____	_____
Industrial _____		_____	_____	_____	_____
Multiple Family _____		_____	_____	_____	_____
Guaranteed Revenues _____		_____	_____	_____	_____
Other (Specify) _____		_____	_____	_____	_____
Total Gross Revenue _____		\$ <u>130,322</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>130,322</u>
Operation Expense (Must tie to pages W-3 and S-3)	W-3				
	S-3	\$ <u>116,202</u>	\$ _____	\$ _____	\$ <u>116,202</u>
Depreciation Expense _____	F-5	<u>1862</u>	<u>0</u>	<u>0</u>	<u>1862</u>
CIAC Amortization Expense _____	F-8	_____	_____	_____	_____
Taxes Other Than Income _____	F-7	<u>11,817</u>	<u>0</u>	<u>2461</u>	<u>14,278</u>
Income Taxes _____	F-7	_____	_____	_____	_____
Total Operating Expense		\$ <u>129,881</u>	\$ <u>0</u>	\$ <u>2461</u>	\$ <u>132,342</u>
Net Operating Income (Loss)		\$ <u>441</u>	\$ <u>0</u>	\$ <u>(2461)</u>	\$ <u>(2020)</u>
Other Income:					
Nonutility Income _____		\$ _____	\$ _____	\$ <u>93,892</u>	\$ <u>93,892</u>
_____		_____	_____	_____	_____
Other Deductions:					
Miscellaneous Nonutility Expenses _____		\$ _____	\$ _____	\$ _____	\$ _____
Interest Expense _____		_____	_____	_____	_____
_____		_____	_____	_____	_____
Net Income (Loss)		\$ <u>441</u>	\$ <u>0</u>	\$ <u>91431</u>	\$ <u>91,872</u>

UTILITY NAME: BARNETT SUNSHINE

YEAR OF REPORT
DECEMBER 31, 99

COMPARATIVE BALANCE SHEET

ACCOUNT NAME	Reference Page	Current Year	Previous Year
Assets:			
Utility Plant in Service (101-105) -----	F-5,W-1,S-1	\$ <u>240,929</u>	\$ <u>235,512</u>
Accumulated Depreciation and Amortization (108) -----	F-5,W-2,S-2	<u>217,933</u>	<u>224,848</u>
Net Utility Plant -----		\$ <u>22,996</u>	\$ <u>10,664</u>
Cash -----		<u>105,207</u>	<u>13,297</u>
Customer Accounts Receivable (141) -----		<u>27,393</u>	<u>25,607</u>
Other Assets (Specify): -----		<u>96,742</u>	<u>106,577</u>
DUE FROM ASSOCIATED COMPANIES -----		<u>398,305</u>	<u>512,556</u>
OTHER ACCOUNTS RECEIVABLE -----		<u>81,962</u>	<u>12,581</u>
NONUTILITY PROPERTY -----		<u>443</u>	<u>443</u>
PREPAID EXPENSES -----			
Total Assets -----		\$ <u>733,048</u>	\$ <u>682,025</u>
Liabilities and Capital:			
Common Stock Issued (201) -----	F-6	<u>983</u>	<u>983</u>
Preferred Stock Issued (204) -----	F-6	<u>207,931</u>	<u>207,931</u>
Other Paid in Capital (211) -----			
Retained Earnings (215) -----	F-6	<u>372,185</u>	<u>307,635</u>
Proprietary Capital (Proprietary and partnership only) (218) -----	F-6		
Total Capital -----		\$ <u>581,099</u>	\$ <u>514,549</u>
Long Term Debt (224) -----	F-6	\$	\$
Accounts Payable (231) -----		<u>11,084</u>	<u>4,781</u>
Notes Payable (232) -----		<u>135,000</u>	<u>155,000</u>
Customer Deposits (235) -----			
Accrued Taxes (236) -----		<u>5865</u>	<u>5695</u>
Other Liabilities (Specify) -----			
Advances for Construction -----			
Contributions in Aid of Construction - Net (271-272) -----	F-8		
Total Liabilities and Capital -----		\$ <u>733,048</u>	\$ <u>682,025</u>

UTILITY NAME: BARTLET SUNSHINE

YEAR OF REPORT
DECEMBER 31, 99

GROSS UTILITY PLANT

Plant Accounts: (101 - 107) inclusive	Water	Wastewater	Plant other Than Reporting Systems	Total
Utility Plant in Service (101) _____	\$ <u>240,929</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>240,929</u>
Construction Work in Progress (105) _____	_____	_____	_____	_____
Other (Specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Utility Plant _____	\$ <u>240,929</u>	\$ <u>NONE</u>	\$ <u>NONE</u>	\$ <u>240,929</u>

ACCUMULATED DEPRECIATION (A/D) AND AMORTIZATION OF UTILITY PLANT

Account 108	Water	Wastewater	Other Than Reporting Systems	Total
Balance First of Year _____	\$ <u>224,848</u>	\$ <u>NONE</u>	\$ <u>NONE</u>	\$ <u>224,848</u>
<u>Add Credits During Year:</u>				
Accruals charged to depreciation account _____	\$ <u>1862</u>	\$ _____	\$ _____	\$ _____
Salvage _____	_____	_____	_____	_____
Other Credits (specify) _____	_____	_____	_____	_____
Total Credits _____	\$ <u>1862</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>1862</u>
<u>Deduct Debits During Year:</u>				
Book cost of plant retired _____	\$ <u>8777</u>	\$ _____	\$ _____	\$ _____
Cost of removal _____	_____	_____	_____	_____
Other debits (specify) _____	_____	_____	_____	_____
Total Debits _____	\$ <u>8777</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>8777</u>
Balance End of Year _____	\$ <u>217,933</u>	\$ <u>NONE</u>	\$ <u>NONE</u>	\$ <u>217,933</u>

UTILITY NAME: BARTELT SUNSHINE

YEAR OF REPORT
DECEMBER 31, 99

CAPITAL STOCK (201 - 204)

	Common Stock	Preferred Stock
Par or stated value per share _____	<u>1</u>	NONE
Shares authorized _____	<u>1000</u>	
Shares issued and outstanding _____	<u>983</u>	
Total par value of stock issued _____	<u>983</u>	
Dividends declared per share for year _____		

RETAINED EARNINGS (215)

	Appropriated	Un-Appropriated
Balance first of year _____	\$ _____	\$ <u>307,635</u>
Changes during the year (Specify):		
<u>NET INCOME FOR THE YEAR</u>		<u>91,872</u>
<u>GAIN ON UNCONSOLIDATED DIVISION</u>		<u>56,014</u>
<u>DISTRIBUTION TO STOCKHOLDERS</u>		<u>(83,336)</u>
Balance end of year _____	\$ _____	\$ <u>372,185</u>

PROPRIETARY CAPITAL (218)

	Proprietor Or Partner	Partner
Balance first of year _____	\$ _____	\$ _____
Changes during the year (Specify):		

Balance end of year _____	\$ <u>NONE</u>	\$ <u>NONE</u>

LONG TERM DEBT (224)

Description of Obligation (Including Date of Issue and Date of Maturity):	Interest		Principal per Balance Sheet Date
	Rate	# of Pymts	
_____			\$ _____
_____			\$ _____
Total _____			\$ <u>NONE</u>

UTILITY NAME: BARKLET SUNSHINE

YEAR OF REPORT
DECEMBER 31, 99

TAXES ACCRUED (236)

(a)	Water (b)	Wastewater (c)	Other (d)	Total (e)
Income Taxes:				
Federal income tax _____	\$ _____	\$ _____	\$ _____	\$ _____
State income Tax _____	_____	_____	_____	_____
Taxes Other Than Income:				
State ad valorem tax _____	_____	_____	_____	_____
Local property tax _____	_____	_____	_____	_____
Regulatory assessment fee _____	<u>5865</u>	_____	_____	<u>5865</u>
Other (Specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Taxes Accrued _____	\$ <u>5865</u>	\$ <u>N/A</u>	\$ <u>0</u>	\$ <u>5865</u>

PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES

Report all information concerning outside rate, management, construction, advertising, labor relations, public relations, or other similiar professional services rendered the respondent for which aggregate payments during the year to any corporation, partnership, individual, or organization of any kind whatever amounting to \$500 or more.

Name of Recipient	Water Amount	Wastewater Amount	Description of Service
<u>J.S. BAILLIE, JR CPA</u>	\$ <u>6435</u>	\$ <u>0</u>	<u>Accounting services</u>
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____

UTILITY NAME: BARTLET SUNSHINE

YEAR OF REPORT
DECEMBER 31 99

CONTRIBUTIONS IN AID OF CONSTRUCTION (271)

(a)	Water (b)	Wastewater (c)	Total (d)
1) Balance first of year _____	\$ <u>NONE</u>	\$ <u>NONE</u>	\$ <u>NONE</u>
2) Add credits during year _____	\$ _____	\$ _____	\$ _____
3) Total _____	_____	_____	_____
4) Deduct charges during the year _____	_____	_____	_____
5) Balance end of year _____	_____	_____	_____
6) Less Accumulated Amortization _____	_____	_____	_____
7) Net CIAC _____	\$ <u>NONE</u>	\$ <u>NONE</u>	\$ <u>NONE</u>

ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)

Report below all developers or contractors agreements from which cash or property was received during the year.	Indicate "Cash" or "Property"	Water	Wastewater
_____	<u>NONE</u>	<u>NONE</u>	<u>NONE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Sub-total _____		\$ _____	\$ _____
Report below all capacity charges, main extension charges and customer connection charges received during the year.			
Description of Charge	Number of Connections	Charge per Connection	
_____	_____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
Total Credits During Year (Must agree with line # 2 above.) _____			\$ <u>NONE</u> \$ <u>NONE</u>

ACCUMULATED AMORTIZATION OF CIAC (272)

	Water	Wastewater	Total
Balance First of Year _____	\$ _____	\$ _____	\$ _____
Add Credits During Year: _____	_____	_____	_____
Deduct Debits During Year: _____	_____	_____	_____
Balance End of Year (Must agree with line #6 above.) _____	\$ <u>NONE</u>	\$ <u>NONE</u>	\$ <u>NONE</u>

**** COMPLETION OF SCHEDULE REQUIRED ONLY IF AFUDC WAS CHARGED DURING YEAR ****

UTILITY NAME: BARTLETT SUNSHINE

YEAR OF REPORT DECEMBER 31 <u>99</u>

SCHEDULE "A"

SCHEDULE OF COST OF CAPITAL USED FOR AFUDC CALCULATION (1)

Class of Capital (a)	Dollar Amount (b)	Percentage of Capital (c)	Actual Cost Rates (d)	Weighted Cost [c x d] (e)
Common Equity	\$ _____	_____ %	_____ %	_____ %
Preferred Stock	_____	_____ %	_____ %	_____ %
Long Term Debt	_____	_____ %	_____ %	_____ %
Customer Deposits	_____	_____ %	_____ %	_____ %
Tax Credits - Zero Cost	_____	_____ %	0.00 %	_____ %
Tax Credits - Weighted Cost	_____	_____ %	_____ %	_____ %
Deferred Income Taxes	_____	_____ %	_____ %	_____ %
Other (Explain)	_____	_____ %	_____ %	_____ %
Total	\$ _____	<u>100.00</u> %		_____ %

(1) Must be calculated using the same methodology used to calculate AFUDC rate approved by the Commission.

APPROVED AFUDC RATE

Current Commission approved AFUDC rate: _____ %
Commission Order Number approving AFUDC rate: _____

** COMPLETION OF SCHEDULE REQUIRED ONLY IF AFUDC WAS CHARGED DURING YEAR **

UTILITY NAME: BARTLET SUNSHINE

YEAR OF REPORT
DECEMBER 31, 99

SCHEDULE "B"

SCHEDULE OF CAPITAL STRUCTURE ADJUSTMENTS

Class of Capital (a)	Per Book Balance (b)	Non-utility Adjustments (c)	Non-juris. Adjustments (d)	Other (1) Adjustments (e)	Capital Structure Used for AFUDC Calculation (f)
Common Equity	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Preferred Stock	_____	_____	_____	_____	_____
Long Term Debt	_____	_____	_____	_____	_____
Customer Deposits	_____	_____	_____	_____	_____
Tax Credits-Zero Cost	_____	_____	_____	_____	_____
Tax Credits-Weighted	_____	_____	_____	_____	_____
Cost of Capital	_____	_____	_____	_____	_____
Deferred Income Taxes	_____	_____	_____	_____	_____
Other (Explain)	_____	_____	_____	_____	_____
Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(1) Explain below all adjustments made in Column (e):

**WATER
OPERATING
SECTION**

UTILITY NAME: BARFELT SUNSHINE

YEAR OF REPORT
DECEMBER 31 99

WATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
301	Organization	\$	\$	\$	\$
302	Franchises	<u>2910</u>	<u>0</u>	<u>0</u>	<u>2910</u>
303	Land and Land Rights				
304	Structures and Improvements				
305	Collecting and Impounding Reservoirs				
306	Lake, River and Other Intakes				
307	Wells and Springs	<u>15,174</u>	<u>0</u>	<u>0</u>	<u>15,174</u>
308	Infiltration Galleries and Tunnels				
309	Supply Mains	<u>53,830</u>	<u>0</u>	<u>0</u>	<u>53,830</u>
310	Power Generation Equipment				
311	Pumping Equipment	<u>9050</u>	<u>0</u>	<u>0</u>	<u>9050</u>
320	Water Treatment Equipment	<u>7094</u>	<u>0</u>	<u>0</u>	<u>7094</u>
330	Distribution Reservoirs and Standpipes	<u>17,555</u>	<u>13,778</u>	<u>8777</u>	<u>22,556</u>
331	Transmission and Distribution Lines	<u>50,454</u>	<u>0</u>	<u>0</u>	<u>50,454</u>
333	Services	<u>10,052</u>	<u>0</u>	<u>0</u>	<u>10,052</u>
334	Meters and Meter Installations	<u>50,819</u>	<u>0</u>	<u>0</u>	<u>50,819</u>
335	Hydrants				
336	Backflow Prevention Devices				
339	Other Plant and Miscellaneous Equipment				
340	Office Furniture and Equipment	<u>18,574</u>	<u>416</u>	<u>0</u>	<u>18,990</u>
341	Transportation Equipment				
342	Stores Equipment				
343	Tools, Shop and Garage Equipment				
344	Laboratory Equipment				
345	Power Operated Equipment				
346	Communication Equipment				
347	Miscellaneous Equipment				
348	Other Tangible Plant				
	Total Water Plant	<u>\$ 235,512</u>	<u>\$ 14,194</u>	<u>\$ 8777</u>	<u>\$ 240,929</u>

UTILITY NAME: BARRETT SUNSHINE

YEAR OF REPORT
DECEMBER 31, 99

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f-g+h=i) (i)
304	Structures and Improvements		%	%	\$	\$	\$	\$
305	Collecting and Impounding Reservoirs		%	%				
306	Lake, River and Other Intakes		%	%				
307	Wells and Springs	40	0	2.5	15,136		38	15,174
308	Infiltration Galleries & Tunnels		%	%				
309	Supply Mains	40	0	2.5	45,980		812	46,792
310	Power Generating Equipment		%	%				
311	Pumping Equipment	40	0	2.5	4837		226	5063
320	Water Treatment Equipment	40	0	2.5	7073		21	7094
330	Distribution Reservoirs & Standpipes	40	0	2.5	17,521	8777	206	8950
331	Trans. & Dist. Mains	40	0	2.5	55,844		-	55,844
333	Services	40	0	2.5	10,024		28	10,052
334	Meter & Meter Installations	40	0	2.5	50,819		-	50,819
335	Hydrants		%	%				
336	Backflow Prevention Devices		%	%				
339	Other Plant and Miscellaneous Equipment		%	%				
340	Office Furniture and Equipment	40	0	2.5	17,614		531	18,145
341	Transportation Equipment		%	%				
342	Stores Equipment		%	%				
343	Tools, Shop and Garage Equipment		%	%				
344	Laboratory Equipment		%	%				
345	Power Operated Equipment		%	%				
346	Communication Equipment		%	%				
347	Miscellaneous Equipment		%	%				
348	Other Tangible Plant		%	%				
	Totals				\$ 224,848	\$ 8777	\$ 1862	\$ 217,933*

* This amount should tie to Sheet F-5.

UTILITY NAME: BARTLETT SUNSHINE

YEAR OF REPORT
DECEMBER 31 99

WATER OPERATION AND MAINTENANCE EXPENSE

Acct. No.	Account Name	Amount
601	Salaries and Wages - Employees	\$ 42,275
603	Salaries and Wages - Officers, Directors, and Majority Stockholders	14,250
604	Employee Pensions and Benefits	
610	Purchased Water	
615	Purchased Power	7978
616	Fuel for Power Production	
618	Chemicals	
620	Materials and Supplies	23,495
630	Contractual Services:	
	Billing	
	Professional	6435
	Testing	
	Other	8770
640	Rents	3600
650	Transportation Expense	3276
655	Insurance Expense	4430
665	Regulatory Commission Expenses (Amortized Rate Case Expense)	
670	Bad Debt Expense	857
675	Miscellaneous Expenses	836
	Total Water Operation And Maintenance Expense	\$ 116,202 +

* This amount should tie to Sheet F-3.

WATER CUSTOMERS

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers		Total Number of Meter Equivalents (c x e) (f)
			Start of Year (d)	End of Year (e)	
Residential Service					
5/8"	D	1.0	1105	1108	1108
3/4"	D	1.5			
1"	D	2.5			
1 1/2"	D,T	5.0			
General Service					
5/8"	D	1.0			
3/4"	D	1.5			
1"	D	2.5			
1 1/2"	D,T	5.0			
2"	D,C,T	8.0			
3"	D	15.0			
3"	C	16.0			
3"	T	17.5			
Unmetered Customers Other (Specify)					
** D = Displacement C = Compound T = Turbine			Total	1105	1108

UTILITY NAME: BARTLET ENTERPRISES Inc

YEAR OF REPORT
DECEMBER 31, 99

SYSTEM NAME: BARTLET SUNSHINE

PUMPING AND PURCHASED WATER STATISTICS

(a)	(b)	(c)	(d)	(e)	(f)
	Water Purchased For Resale (Omit 000's)	Finished Water From Wells (Omit 000's)	Recorded Accounted For Loss Through Line Flushing Etc. (Omit 000's)	Total Water Pumped And Purchased (Omit 000's) [(b)+(c)-(d)]	Water Sold To Customers (Omit 000's)
January		4802		4802	4802
February		5169		5169	5169
March		5435		5435	5435
April		6287		6287	6287
May		5018		5018	5018
June		4991		4991	4991
July		3764		3764	3764
August		4820		4820	4820
September		4052		4052	4052
October		4010		4010	4010
November		4652		4652	4652
December		4758		4758	4758
Total for Year		57,758		57,758	57,758

If water is purchased for resale, indicate the following:

Vendor NONE
Point of delivery NONE

If water is sold to other water utilities for redistribution, list names of such utilities below:

NONE SOLD

MAINS (FEET)

Kind of Pipe (PVC, Cast Iron, Coated Steel, etc.)	Diameter of Pipe	First of Year	Added	Removed or Abandoned	End of Year
TRANSITE	6"	6500			6500
TRANSITE	4"	1800			1800
TRANSITE	3"	9150			9150
TRANSITE	2"	16,240			16,240

UTILITY NAME: Barrett Enterprises, Inc.

YEAR OF REPORT
DECEMBER 31, 99

SYSTEM NAME: BARRETT SUNSHINE

WELLS AND WELL PUMPS

(a)	(b)	(c)	(d)	(e)
Year Constructed _____	<u>1956-1960</u>	_____	_____	_____
Types of Well Construction and Casing _____	<u>Drilled STEEL</u>	_____	_____	_____
Depth of Wells _____	<u>75' + 105'</u>	_____	_____	_____
Diameters of Wells _____	<u>6" + 8"</u>	_____	_____	_____
Pump - GPM _____	<u>216 TO 432</u>	_____	_____	_____
Motor - HP _____	<u>10 TO 20</u>	_____	_____	_____
Motor Type * _____	<u>Submersible</u>	_____	_____	_____
Yields of Wells in GPD _____	<u>1.25 MGD</u>	_____	_____	_____
Auxiliary Power _____	<u>GAS TURBINE</u>	_____	_____	_____

* Submersible, centrifugal, etc.

RESERVOIRS

(a)	(b)	(c)	(d)	(e)
Description (steel, concrete) _____	<u>HYDROMATIC STEEL</u>	_____	_____	_____
Capacity of Tank _____	<u>VARIOUS</u>	_____	_____	_____
Ground or Elevated _____	<u>ELEVATED</u>	_____	_____	_____

HIGH SERVICE PUMPING

(a)	(b)	(c)	(d)	(e)
<u>Motors</u>				
Manufacturer _____	<u>U.S. MOTOR</u>	_____	_____	_____
Type _____	<u>ELECTRIC</u>	_____	_____	_____
Rated Horsepower _____	<u>7 1/2 TO 20</u>	_____	_____	_____
<u>Pumps</u>				
Manufacturer _____	<u>Peerless</u>	_____	_____	_____
Type _____	<u>TURBINE</u>	_____	_____	_____
Capacity in GPM _____	<u>150</u>	_____	_____	_____
Average Number of Hours Operated Per Day _____	<u>5</u>	_____	_____	_____
Auxiliary Power _____	<u>GAS ENGINE</u>	_____	_____	_____

UTILITY NAME: BARTLET SUNSHINE

YEAR OF REPORT
DECEMBER 31, 99

SOURCE OF SUPPLY

List for each source of supply (Ground, Surface, Purchased Water etc.)			
Permitted Gals. per day_____	<u>1.5 MGD</u>	_____	_____
Type of Source_____	<u>WELLS</u>	_____	_____

WATER TREATMENT FACILITIES

List for each Water Treatment Facility:			
Type_____	<u>CHLORINATION</u>	_____	_____
Make_____	<u>VARIOUS</u>	_____	_____
Permitted Capacity (GPD)_____	<u>1.25 MGD</u>	_____	_____
High service pumping	_____	_____	_____
Gallons per minute_____	_____	_____	_____
Reverse Osmosis_____	_____	_____	_____
Lime Treatment	_____	_____	_____
Unit Rating_____	_____	_____	_____
Filtration	_____	_____	_____
Pressure Sq. Ft._____	_____	_____	_____
Gravity GPD/Sq.Ft._____	_____	_____	_____
Disinfection	_____	_____	_____
Chlorinator_____	_____	_____	_____
Ozone_____	_____	_____	_____
Other_____	_____	_____	_____
Auxiliary Power_____	_____	_____	_____

UTILITY NAME: Baxter Enterprises Inc

YEAR OF REPORT
DECEMBER 31, 99

SYSTEM NAME: Baxter Sunshine

GENERAL WATER SYSTEM INFORMATION

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present ERC's * the system can efficiently serve. 452
2. Maximum number of ERCs * which can be served. 1571
3. Present system connection capacity (in ERCs *) using existing lines. NONE
4. Future connection capacity (in ERCs *) upon service area buildout. NONE
5. Estimated annual increase in ERCs *. NONE
6. Is the utility required to have fire flow capacity? _____
If so, how much capacity is required? _____
7. Attach a description of the fire fighting facilities. Hydrants
8. Describe any plans and estimated completion dates for any enlargements or improvements of this system.
NONE
9. When did the company last file a capacity analysis report with the DEP? _____
10. If the present system does not meet the requirements of DEP rules, submit the following:
 - a. Attach a description of the plant upgrade necessary to meet the DEP rules.
 - b. Have these plans been approved by DEP? _____
 - c. When will construction begin? _____
 - d. Attach plans for funding the required upgrading.
 - e. Is this system under any Consent Order with DEP? _____
11. Department of Environmental Protection ID # _____
12. Water Management District Consumptive Use Permit # _____
 - a. Is the system in compliance with the requirements of the CUP? _____
 - b. If not, what are the utility's plans to gain compliance? _____

* An ERC is determined based on one of the following methods:
(a) If actual flow data are available from the preceding 12 months:
Divide the total annual single family residence (SFR) gallons sold by the average number of single family residents (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.
(b) If no historical flow data are available use:
ERC = (Total SFR gallons sold (omit 000/365 days/350 gallons per day).

**WASTEWATER
OPERATING
SECTION**

UTILITY NAME: BARKER SUNSHINE

YEAR OF REPORT
DECEMBER 31, 99

WASTEWATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
351	Organization _____	\$ _____	\$ _____	\$ _____	\$ _____
352	Franchises _____	_____	_____	_____	_____
353	Land and Land Rights _____	_____	_____	_____	_____
354	Structures and Improvements _____	_____	_____	_____	_____
355	Power Generation Equipment _____	_____	_____	_____	_____
360	Collection Sewers - Force _____	_____	_____	_____	_____
361	Collection Sewers - Gravity _____	_____	_____	_____	_____
362	Special Collecting Structures _____	_____	_____	_____	_____
363	Services to Customers _____	_____	_____	_____	_____
364	Flow Measuring Devices _____	_____	_____	_____	_____
365	Flow Measuring Installations _____	_____	_____	_____	_____
370	Receiving Wells _____	_____	_____	_____	_____
371	Pumping Equipment _____	_____	_____	_____	_____
380	Treatment and Disposal Equipment _____	_____	_____	_____	_____
381	Plant Sewers _____	_____	_____	_____	_____
382	Outfall Sewer Lines _____	_____	_____	_____	_____
389	Other Plant and Miscellaneous Equipment _____	_____	_____	_____	_____
390	Office Furniture and Equipment _____	_____	_____	_____	_____
391	Transportation Equipment _____	_____	_____	_____	_____
392	Stores Equipment _____	_____	_____	_____	_____
393	Tools, Shop and Garage Equipment _____	_____	_____	_____	_____
394	Laboratory Equipment _____	_____	_____	_____	_____
395	Power Operated Equipment _____	_____	_____	_____	_____
396	Communication Equipment _____	_____	_____	_____	_____
397	Miscellaneous Equipment _____	_____	_____	_____	_____
398	Other Tangible Plant _____	_____	_____	_____	_____
	Total Wastewater Plant _____	\$ _____	\$ _____	\$ _____	\$ _____*

* This amount should tie to sheet F-5.

N/A - WATER UTILITY ONLY

UTILITY NAME: Berkut SUNSHINE

YEAR OF REPORT
DECEMBER 31, 99

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WASTEWATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f-g+h=i) (i)
354	Structures and Improvements		%	%	\$	\$	\$	\$
355	Power Generation Equipment		%	%				
360	Collection Sewers - Force		%	%				
361	Collection Sewers - Gravity		%	%				
362	Special Collecting Structures		%	%				
363	Services to Customers		%	%				
364	Flow Measuring Devices		%	%				
365	Flow Measuring Installations		%	%				
370	Receiving Wells		%	%				
371	Pumping Equipment		%	%				
380	Treatment and Disposal Equipment		%	%				
381	Plant Sewers		%	%				
382	Outfall Sewer Lines		%	%				
389	Other Plant and Miscellaneous Equipment		%	%				
390	Office Furniture and Equipment		%	%				
391	Transportation Equipment		%	%				
392	Stores Equipment		%	%				
393	Tools, Shop and Garage Equipment		%	%				
394	Laboratory Equipment		%	%				
395	Power Operated Equipment		%	%				
396	Communication Equipment		%	%				
397	Miscellaneous Equipment		%	%				
398	Other Tangible Plant		%	%				
	Totals				\$	\$	\$	\$ *

* This amount should tie to Sheet F-5.

N/A = WATER utility only

UTILITY NAME: BARTLET SUNSHINE

YEAR OF REPORT
DECEMBER 31 99

WASTEWATER OPERATION AND MAINTENANCE EXPENSE

Acct. No.	Account Name	Amount
701	Salaries and Wages - Employees	\$ _____
703	Salaries and Wages - Officers, Directors, and Majority Stockholders	_____
704	Employee Pensions and Benefits	_____
710	Purchased Wastewater Treatment	_____
711	Sludge Removal Expense	_____
715	Purchased Power	_____
716	Fuel for Power Production	_____
718	Chemicals	_____
720	Materials and Supplies	_____
730	Contractual Services:	
	Billing	_____
	Professional	_____
	Testing	_____
	Other	_____
740	Rents	_____
750	Transportation Expense	_____
755	Insurance Expense	_____
765	Regulatory Commission Expenses (Amortized Rate Case Expense)	_____
770	Bad Debt Expense	_____
775	Miscellaneous Expenses	_____
	Total Wastewater Operation And Maintenance Expense	\$ _____*

* This amount should tie to Sheet F-3.

WASTEWATER CUSTOMERS

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers		Total Number of Meter Equivalents (c x e) (f)
			Start of Year (d)	End of Year (e)	
Residential Service					
All meter sizes	D	1.0	_____	_____	_____
General Service					
5/8"	D	1.0	_____	_____	_____
3/4"	D	1.5	_____	_____	_____
1"	D	2.5	_____	_____	_____
1 1/2"	D,T	5.0	_____	_____	_____
2"	D,C,T	8.0	_____	_____	_____
3"	D	15.0	_____	_____	_____
3"	C	16.0	_____	_____	_____
3"	T	17.5	_____	_____	_____
Unmetered Customers	_____	_____	_____	_____	_____
Other (Specify)	_____	_____	_____	_____	_____
** D = Displacement C = Compound T = Turbine					
Total			_____	_____	_____

— N/A - WATER UTILITY ONLY —

UTILITY NAME: BORNEO SUNSHINE

YEAR OF REPORT
DECEMBER 31,

PUMPING EQUIPMENT

Lift Station Number _____	_____	_____	_____	_____	_____	_____
Make or Type and nameplate data on pump _____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
Year installed _____	_____	_____	_____	_____	_____	_____
Rated capacity _____	_____	_____	_____	_____	_____	_____
Size _____	_____	_____	_____	_____	_____	_____
Power:	_____	_____	_____	_____	_____	_____
Electric _____	_____	_____	_____	_____	_____	_____
Mechanical _____	_____	_____	_____	_____	_____	_____
Nameplate data of motor _____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

SERVICE CONNECTIONS

Size (inches) _____	_____	_____	_____	_____	_____	_____
Type (PVC, VCP, etc.) _____	_____	_____	_____	_____	_____	_____
Average length _____	_____	_____	_____	_____	_____	_____
Number of active service connections _____	_____	_____	_____	_____	_____	_____
Beginning of year _____	_____	_____	_____	_____	_____	_____
Added during year _____	_____	_____	_____	_____	_____	_____
Retired during year _____	_____	_____	_____	_____	_____	_____
End of year _____	_____	_____	_____	_____	_____	_____
Give full particulars concerning inactive connections _____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

COLLECTING AND FORCE MAINS

	Collecting Mains				Force Mains			
Size (inches) _____	_____	_____	_____	_____	_____	_____	_____	_____
Type of main _____	_____	_____	_____	_____	_____	_____	_____	_____
Length of main (nearest foot) _____	_____	_____	_____	_____	_____	_____	_____	_____
Beginning of year _____	_____	_____	_____	_____	_____	_____	_____	_____
Added during year _____	_____	_____	_____	_____	_____	_____	_____	_____
Retired during year _____	_____	_____	_____	_____	_____	_____	_____	_____
End of year _____	_____	_____	_____	_____	_____	_____	_____	_____

MANHOLES

Size (inches) _____	_____	_____	_____	_____
Type of Manhole _____	_____	_____	_____	_____
Number of Manholes:	_____	_____	_____	_____
Beginning of year _____	_____	_____	_____	_____
Added during year _____	_____	_____	_____	_____
Retired during year _____	_____	_____	_____	_____
End of Year _____	_____	_____	_____	_____

— N/A - WATER UTILITY ONLY —

UTILITY NAME: BARKER SUNSHINE

SYSTEM NAME: BUENA VISTA SUBDIVISION

YEAR OF REPORT DECEMBER 31 <u>99</u>

TREATMENT PLANT

Manufacturer _____ Type _____ "Steel" or "Concrete" _____ Total Permitted Capacity _____ Average Daily Flow _____ Method of Effluent Disposal _____ Permitted Capacity of Disposal _____ Total Gallons of Wastewater treated _____	_____	_____	_____
---	-------	-------	-------

MASTER LIFT STATION PUMPS

Manufacturer _____ Capacity (GPM's) _____ Motor: Manufacturer _____ Horsepower _____ Power (Electric or Mechanical) _____	_____	_____	_____	_____	_____	_____
--	-------	-------	-------	-------	-------	-------

PUMPING WASTEWATER STATISTICS

Months	Gallons of Treated Wastewater	Effluent Reuse Gallons to Customers	Effluent Gallons Disposed of on site
January _____	_____	_____	_____
February _____	_____	_____	_____
March _____	_____	_____	_____
April _____	_____	_____	_____
May _____	_____	_____	_____
June _____	_____	_____	_____
July _____	_____	_____	_____
August _____	_____	_____	_____
September _____	_____	_____	_____
October _____	_____	_____	_____
November _____	_____	_____	_____
December _____	_____	_____	_____
Total for year _____	_____	_____	_____

If Wastewater Treatment is purchased, indicate the vendor: _____

— N/A - WATER utility only —

UTILITY NAME: Baxter SUNSHINE

YEAR OF REPORT
DECEMBER 31, 99

SYSTEM NAME: Baxter SUNSHINE

GENERAL WASTEWATER SYSTEM INFORMATION

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present number of ERCs* now being served. _____
2. Maximum number of ERCs* which can be served. _____
3. Present system connection capacity (in ERCs*) using existing lines. _____
4. Future connection capacity (in ERCs*) upon service area buildout. _____
5. Estimated annual increase in ERCs*. _____
6. Describe any plans and estimated completion dates for any enlargements or improvements of this system

7. If the utility uses reuse as a means of effluent disposal, provide a list of the reuse end users and the amount of reuse provided to each, if known.
8. If the utility does not engage in reuse, has a reuse feasibility study been completed? _____
If so, when? _____
9. Has the utility been required by the DEP or water management district to implement reuse? _____
If so, what are the utility's plans to comply with this requirement? _____

10. When did the company last file a capacity analysis report with the DEP? _____
11. If the present system does not meet the requirements of DEP rules, submit the following:
 - a. Attach a description of the plant upgrade necessary to meet the DEP rules.
 - b. Have these plans been approved by DEP? _____
 - c. When will construction begin? _____
 - d. Attach plans for funding the required upgrading.
 - e. Is this system under any Consent Order with DEP? _____
12. Department of Environmental Protection ID # _____

* An ERC is determined based on one of the following methods:
(a) If actual flow data are available from the preceding 12 months:
Divide the total annual single family residence (SFR) gallons sold by the average number of single family residents (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.
(b) If no historical flow data are available use:
 $ERC = (Total\ SFR\ gallons\ sold\ (omit\ 000/365\ days/280\ gallons\ per\ day)).$

- N/A WATER UTILITY ONLY -

UTILITY NAME: BARTLETT SUNSHINE

YEAR OF REPORT
DECEMBER 31, 99

CERTIFICATION OF ANNUAL REPORT

I HEREBY CERTIFY, to the best of my knowledge and belief:

- YES NO 1. The utility is in substantial compliance with the Uniform System of Accounts prescribed by the Florida Public Service Commission in Rule 25-30.115 (1), Florida Administrative Code.
- YES NO 2. The utility is in substantial compliance with all applicable rules and orders of the Florida Public Service Commission.
- YES NO 3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statement of the utility.
- YES NO 4. The annual report fairly represents the financial condition and results of operations of the respondent for the period presented and other information and statements presented in the report as to the business affairs of the respondent are true, correct, and complete for the period for which it represents.

Items Certified

1. 2. 3. 4.

Luth Bartlett President
(signature of chief executive officer of the utility)

1. 2. 3. 4.

[Signature]
(signature of chief financial officer of the utility)

* Each of the four items must be certified YES or NO. Each item need not be certified by both officers. The items being certified by the officer should be indicated in the appropriate area to the left of the signature.

Notice: Section 837.06, Florida Statutes, provides that any person who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree.

Exhibit 3

Engineering Plans & Specifications

List of Engineering Plans and Specifications

1. As-Built Map of Buena Vista Water Distribution System (April 16, 1974)
2. As-Built Map of Buena Vista Manor Water Distribution System (no date)
3. As-Built Map of Buena Vista Manor Wastewater System (no date)
4. As-Built 4" Sanitary Force Main for Buena Vista Manor (July 9, 1997)

Exhibit 4 (a)

**Pending or Threatened Laws in Equity or
Administrative Proceedings**

**Holiday Gardens Utilities has a right of first refusal for Wis-Bar
Water and Wis-Bar Wastewater**

Exhibit 4 (b)

Contracts

1. Water Service Agreement between Bartelt Enterprises, Inc. and Holiday Gardens Utilities, Inc.; April 1995
2. Interconnect Agreement between Bartelt Enterprises, Inc. and Aloha Utilities, Inc.; April 1993
3. Bulk Wastewater Agreement between Wis-Bar Utilities and Pasco County; February 1997.
4. Proposal for Permit Transfer Activities for the Buena Vista Water System and Buena Vista Manor Water and Wastewater System; Hartman & Associates, Inc.; January 2000.

WATER SERVICE AGREEMENT

This agreement is made and entered into by and between Holiday Gardens Utilities, Inc., a Florida corporation, 4804 Mile Stretch Drive, Holiday, Florida 34690, hereinafter referred to as "HG" and Bartelt Enterprises, Inc., d/b/a Wis-Bar Utilities, Inc., a Florida corporation, Post Office Box 609, Tarpon Springs, Florida 34688, hereinafter referred to as "BEI".

WHEREAS, the Holiday Gardens Utilities, Inc., is an investor owned water utility serving customers in Holiday Gardens in Pasco County, Florida, and

WHEREAS, since April 8, 1970, BEI has purchased water from HG for service to Buena Vista Manor Subdivision which comprises Tract 53 and 54 of the Tampa and Tarpon Springs Land Company plat located in Section 29, Township 26 South of Range 16 East in Pasco County, Florida and said land lies directly to the north of said Holiday Gardens subdivision, and

WHEREAS, HG is desirous of continuing to sell and BEI is desirous to continue to buy water for provision to the aforementioned subdivision for a period of 5 years.

WHEREAS, HG represents that it has potable water approved by the State Board of Health of Florida and that it has sufficient quantity of water to furnish the reasonable needs of the property owners of Buena Vista Manor subdivision, and

NOW, THEREFORE, the parties agree as follows:

1. The recitals set forth above are true and correct.
2. HG agrees to furnish BEI with potable water for use by the property owners of Buena Vista Manor subdivision. HG shall furnish as much water as the property owners shall require, but shall not exceed the current prevailing water consumption/use guidelines of Southwest Florida Water Management District or other regulatory agencies.
3. BEI agrees to purchase all water required by the property owners of Buena Vista Manor subdivision from HG.
4. BEI has installed all necessary water meters and a distribution system to the property owners of Buena Vista Manor and agrees to reasonably maintain repair and replace said distribution system and associated equipment as needed.
5. HG has allowed BEI to connect with HG's 6 inch water main at 2 places for the purpose of furnishing water to BEI. HG agrees to maintain, repair and replace said 6 inch water main to the extent such action shall be necessary for HG to fulfil the terms and obligations of this agreement. The parties acknowledge that the meter on the 6 inch water main used by BEI is inaccurate under low water volume use condition and that HG relies on BEI's total billing for computation of the amounts owed to HG by BEI. Unless and until HG upgrades said meter the amounts charged by HG to BEI shall be determined by BEI's total billing to the property owners of Buena Vista Manor subdivision.
6. BEI shall pay to HG for water supplied an amount based on rate schedules as may be set by the Public Service Commission. Presently BEI pays the flat sum of \$256.88 per month for the 6 inch meter plus an additional amount computed at a rate of \$.91 per

1,000 gallons of water supplied. The parties acknowledge that these rates shall be adjusted at least once and sometimes twice a year by the Public Service Commission and HG shall apply for rate increases as may be necessary with the Public Service Commission.

7. Should BEI receive a contract to sell its right to the supplying of water to the property owners of Buena Vista Manor subdivision, HG shall have the first right of refusal on said contract as hereinafter set forth. HG acknowledges that the potential sale by BEI may be packaged with and also include the sale of the sewer services, street light services, garbage and blue bag pickup services which BEI also provides to the property owners of Buena Vista Manor subdivision. Additionally, BEI serves a subdivision located on the north side of Darlington Road known as Oak Hill or Flintwood consisting of 28 lots to which BEI does not furnish water but furnishes sewer, street lights, garbage and blue bag service. HG acknowledges that the contract may include the purchase of those services. Any right of first refusal by HG for a contract for the sale of the aforementioned services must be for the entire contract upon the exact terms and conditions of the contract offered to BEI. HG shall not be permitted to purchase just the water servicing rights as more specifically outlined in the other provisions of this agreement but shall be required to purchase all services sold by BEI.

8. HG's first right of refusal shall be exercised as follows: Upon receiving a written offer from a bona fide third party to purchase any or all of the servicing rights set forth in the paragraph above or any other provisions of this agreement, BEI shall forward the same to HG. Upon receipt thereof HG shall have a period of 30 days to deliver written notice to BEI that it intends to exercise its first right of refusal. Should HG timely deliver such notice, it shall forthwith carry out its obligations under the written contract as if it had been substituted with a third-party purchaser with any dates or time provision set forth in said contract being extended by the 30 day right of first refusal period. Should HG thereafter default upon any of the terms or conditions of the contract BEI may then void the first right of refusal by sending notice of said default to HG and proceed with closing on the contract with the original third-party purchaser. Should HG fail to timely exercise its first right of refusal BEI forthwith may close on the contract with the third-party purchaser.

9. The terms of this agreement and all provisions herein contained shall commence April 8, 1995 and continue in full force and effect through April 7, 2000.

10. All obligations contained herein shall bind and the benefits shall inure to the parties hereto, their heirs, successors and assigns.

11. The obligations hereunder shall be enforceable by specific performance.

12. The prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, in the enforcement of any of the terms of this agreement, including the costs of collection. In the event of any litigation arising under this agreement, the prevailing party shall be entitled to recover from the losing party its reasonable court costs and attorney's fees, both at the trial level and on any appeal.

13. Notice to either party shall be made at the addresses set next to the name of the parties at the preamble hereof or at such other place as shall from time to time be designated in writing by said parties.

14. Should any portion of this agreement be found to violate public policy, the remainder of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have set their hands and

seals this 20th day of April, 1995.

WITNESSETH:

HOLIDAY GARDENS UTILITIES, INC.

Way D. Emerick

Linda Emerick

President (Seal)
LINDA EMERICK, PRESIDENT

Matth Mohr

Ronnie L. Mohr
Secretary (Seal)
RONNIE L. MOHR, SECRETARY

BARTELT ENTERPRISES, INC.

Harold B. Hawkins

Lutz Bartelt
President (Seal)

Sorothy J. Hawkins

[Signature]
Secretary (Seal)

2 weeks

- 3 yrs → Waive.
Sale

Mr. Dave Bartelt
C/O Bartelt Enterprises, Inc.
P.O.Box 609
Tarpon Springs, Fl 34690

April 21, 1993

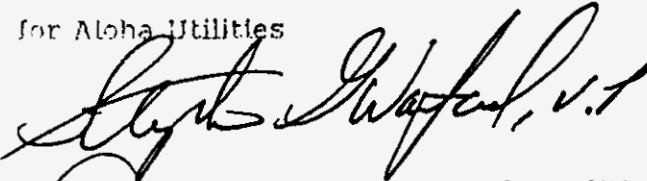
Dave;

We propose that the interconnect between Bartelt Enterprises, Inc. Water Utility and Aloha Utilities, Inc. be done at a standby fee of \$ 100.00 per month.

All water used will be billed at the rate approved by the Florida Public Service Commission (~~pending~~ ^{present} rate is 2.57 per thousand gallons.

Steve Hatford,
2514 Aloha Place
Holiday, Fl 34690
813-937-4275

for Aloha Utilities



I hereby accept these terms and conditions.



Dave Bartelt
Bartelt Enterprises, Inc.

4-22-93
Date

BULK WASTEWATER TREATMENT AGREEMENT
BETWEEN WIS-BAR UTILITIES
AND PASCO COUNTY

THIS AGREEMENT, made and entered into this ____ day of _____, 1997, by and between Bartelt Enterprises, Inc., a Florida Corporation, organized under the laws of the State of Florida, doing business as Wis-Bar Utilities, hereinafter referred to as "Utility", and Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "County".

W I T N E S S E T H:

WHEREAS, the Utility has received a certificate from the Florida Public Service Commission authorizing the provision of public sewer service to the Oak Hill Subdivision and Buena Vista Manor Mobile Home Park located in the southwest portion of the County pursuant to Chapter 367.041, Florida Statutes; and,

WHEREAS, the Utility has requested the County to provide bulk wastewater treatment service for its existing customers and specifically designated new customers of Wis-Bar's system; and,

WHEREAS, subject to the conditions and limitations set forth herein, the County desires to provide bulk wastewater treatment services to Wis-Bar for the purpose of offering centralized wastewater services from the County's New Port Richey Subregional Wastewater Treatment Plant which presently possesses sufficient excess capacity to provide such treatment; and,

WHEREAS, in conjunction with the requested service the County desires to provide certain standards for the expansion of

the Utility's wastewater treatment system and certain requirements for the quality of effluent delivered by the Utility to the County for treatment.

NOW, THEREFORE, in consideration of the premises which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions set forth herein, the County and Utility intending to be legally bound thereby, agree as follows:

Section 1. Purpose.

It is the purpose and intent of this Agreement to provide for central public sewer services to existing homes and structures and future homes and structures located in the certificated area of Wis-Bar and to provide for additional assurances of timely payment to the County of all costs incurred in the provision of such service by the County, including, but not limited to, cost of operation and maintenance, debt service costs, capital costs, renewal and replacement costs, and expansion costs. All terms and conditions contained herein shall be read and interpreted in a manner consistent with and in furtherance of this purpose and intent.

Section II. Bulk Wastewater Treatment Service.

A. Subject to the conditions and limitations set forth in this Agreement, the County shall provide bulk wastewater treatment services in an amount of approximately 35,000 gallons per day (annual average daily flow or "AADF") to Wis-Bar. Such services shall be provided through an extension of the County's collection system which is presently under construction. The County shall use

its best efforts to complete this extension and master pump station within three (3) months of the effective date of this agreement. The "connection point" at which Wis-Bar shall tie-in to the County's system shall be at the intersection of Arcadia Drive and Cougar Court which is approximately 200' south of Darlington Road. Wis-bar shall be responsible for making the actual connection to the County's force main. The location and type of connection to the County's force main shall be approved by the County prior to the time the work is actually performed. Such work shall be supervised and directed by the County and must meet all applicable State and County standards. It shall be the responsibility of Wis-Bar to furnish proof from its staff, engineer, or other appropriate source to the County's Utility Director and/or other appropriate members of the staff of the comparability and equivalency of all such material and standards of performance as previously mentioned.

(1) Meter Installation. Wis-Bar shall install, as part of its connection to the County system, an appropriate metering device(s) provided by Wis-Bar, at Wis-Bar's cost, at all points of connection which is acceptable to the County for the purposes of determining the amount of wastewater treatment services being provided by the County pursuant to this Agreement. It shall be the responsibility of Wis-Bar to pay all costs associated with the purchase and installation of such meter(s). The County shall own, operate, and maintain the meter(s), and the County shall have the absolute right of access for testing, reading purposes, and for any necessary repairs to maintain the integrity of the County's

wastewater collection system. Wis-Bar shall also be provided reasonable access to the meter(s) for testing and reading purposes.

(2) Meter Reading and Payments. - The County will invoice Wis-Bar on a monthly basis in accordance with meter readings taken. Wis-Bar shall make payment based upon the meter readings within thirty (30) days after receipt of the invoice from the County. In the event that the payment is not made within thirty (30) days after receipt of the invoice, Wis-Bar agrees to pay interest or penalties as established from time to time in the County's utility system service regulations on the outstanding balance until paid in full. Nothing contained herein, including the charging of interest, shall extend the due date for any payment and any failure to pay on or before the due date shall be considered a default under the terms of this Agreement entitling the County to those remedies set for in the Default Section including, but not limited to, termination of service.. Wis-Bar shall not be liable for the costs of the purchase and installation of any additional meters or similar equipment or devices used to measure the amount of wastewater treated. In the event Wis-Bar disputes the accuracy of any meter reading, it must notify the County within fifteen (15) days of billing and demonstrate through appropriate calibration testing that the meter is either not properly calibrated or is not functioning properly. All meter readings not disputed within fifteen (15) days of receipt by Wis-Bar are final and not subject to dispute. In the event Wis-Bar disputes the billing it shall still pay the amount billed by the

County unless the error is self-evident or obvious when compared to typical average useage and/or historical flows. If it is subsequently determined, in accordance with the procedure specified below, that the billing is in error then Wis-Bar will be reimbursed or credited for any difference within thirty (30) days of such determination. In the event Wis-Bar demonstrate that the County's meter is not working properly then the County shall be responsible for the cost of testing, repair, or replacement. In the event of any unresolved dispute concerning the meter's performance or accuracy, the parties agree to mutually select an independent testing company qualified to perform appropriate tests upon the meter. The decision of this mutually selected testing company as to the meter's performance or accuracy shall be binding upon the parties. In the event the meter is determined to be accurate within the manufacturer's range of tolerance then the cost of testing shall be paid by Wis-Bar. If the meter is determined to be inaccurate and outside the range of tolerances then the County shall pay for the cost of testing.

B. Monthly Service Rate - Wis-Bar agrees to pay the County the currently approved bulk wastewater service charge of \$2.23 per thousand gallons of wastewater treated based upon the meter readings. This initial user service rate, including any or all components thereof, may be adjusted upward or downward by the Board of County Commissioners from time to time in accordance with the County's rate-setting procedures.

C. Impact Fees:

(1) Existing Development - A One and 00/100 Dollar (\$1.00) per thousand gallons capital recovery surcharge shall be charged by Pasco County for wastewater flow treated from Wis-Bar for existing development within the Public Service Commission certificated area of Wis-Bar Utilities. Existing development for purposes of this Agreement shall include all structures and development within the certificated area of Wis-Bar Utilities at the time of execution of this Agreement regardless of whether such development is then receiving utility service from Wis-Bar. It shall also include those structures actually receiving service from Wis-Bar Utilities at the time of execution of this Agreement regardless of whether or not the structure is within Wis-Bar's certificated area. This One and 00/100 Dollar (\$1.00) per thousand gallons capital recovery surcharge shall no longer be charged by the County after the twenty-fifth (25) anniversary of this agreement and no additional impact fee or capital recovery surcharge shall be collected by the County under this agreement or any extension for the 35,000 gallons per day (AADF).

(2) Committed Development - No additional, upfront impact fee shall be charged for any developments which subsequently connect to Wis-Bar Utilities within five (5) years from the date of execution of this Agreement for: (a) which an impact fee or connection fee has previously been collected by Wis-Bar; or, (b) where Wis-Bar has contractually obligated to provide such service prior to this agreement without collection of additional impact

fees. For purposes of this agreement, "committed development" shall include only those properties identified in Exhibit "A", attached hereto and incorporated herein by reference. However, the wastewater flow from such connections will be subject to the One and 00/100 Dollar (\$1.00) per thousand gallon surcharge applicable to existing development under the same terms and conditions as expressed above in subparagraph C.(1).

(3) New Development - Any new, previously uncommitted development within Wis-Bar Service Area shall pay an upfront impact fee to the County at the time a building permit is issued in an amount determined by multiplying the then current County impact fee by a fraction, the denominator of which is the original term of this agreement (25 years) and the numerator of which is the number of years which have elapsed since the execution of this agreement, rounded to the nearest .5 years. For example, if a permit for a new home is pulled within the third year of this agreement, the owner would pay the County an upfront impact fee determined as follows: 3/25ths times the then current wastewater impact fee for the County. The wastewater flow from the connection of new development shall also be subject to the One and 00/100 Dollar (\$1.00) per thousand gallons surcharge applicable to existing development under the same terms and conditions expressed above in subparagraph C.(1).

D. Excess Capacity - The County agrees to treat wastewater in excess of 35,000 gallons per day (AADF) pursuant to this Agreement provided sufficient unused and uncommitted capacity is available at

the County's wastewater treatment facilities, as determined by the County, and all appropriate permits have been obtained by Wis-Bar from State regulatory agencies. Wis-Bar and the County agree that the impact fee for such excess capacity shall be the same as the impact fee for New Development as set forth in C.(3) above.

E. Discharge Regulations - Wis-Bar agrees to abide by the Pasco County Sewer Use Ordinance including the Regulations for Discharge to Pasco County Wastewater System in its entirety and as it may be changed from time to time by requirement of federal or state authorities and/or by the County. In the event a customer of Wis-Bar Utility violates the County's discharge regulations then that customer shall be responsible for any cost incurred by the County for the violation, including any fine levied by any regulatory agency. Furthermore, Wis-Bar agrees to cooperate with the County in any effort to detect and correct violations of the discharge regulations.

F. Coordination of Flows - Wis-Bar will cooperate in every reasonable way with the County to coordinate flows into the plant so that they shall not exceed the permitted per-day maximum for the plant. However, both the County and Wis-Bar agree that the ability of Wis-Bar to control flows for any significant length of time is substantially limited due to the absence of any storage capacity in its wastewater system.

G. Service Commitment - The County shall use its best efforts to provide the treatment capacity needed by Wis-Bar to service its customers. However, the County shall not be liable in damages to

Wis-Bar as a result of its inability to provide sewer services pursuant to this Agreement when such inability is attributable to equipment failure, regulatory restrictions, or uncontrollable circumstances and the customers of Wis-Bar are being affected and treated in a similar manner as customers of the County's system. The County further agrees it will not discriminate in favor of its own retail customers in the provision of service to the customers of Wis-Bar. In the event substantial flooding within Wis-Bar's service area, arising as a result of a natural disaster as determined by the County, significantly increases flows of Wis-Bar above the AADF, then the parties agree appropriate billing adjustments will be made in order that Wis-Bar will not be charged for flood waters treated by the County.

H. Public Sewer Collection System - Wis-Bar shall, at its expense:

1. Purchase, install, repair, or maintain its entire wastewater collection system, including all sewer lines, pump stations, and other facilities and appurtenances that may be necessary in order to tap into or make connections with the County's wastewater system.

2. Cause to be conducted all investigations and testing that may be required in order for Wis-Bar to tap into said system, including all design, construction, repair and maintenance of said connection equipment.

3. Cause all sewer lines, pump stations, and all other facilities required for the connection to the County system to be

repaired and maintained in accordance with appropriate standards and specifications.

I. Permits - Wis-Bar shall have the responsibility of securing and maintaining all necessary permits from all governmental agencies having regulatory authority of Wis-Bar's public sewer collection system. The County shall have the same responsibility as to its sewer system.

Section III. General Provisions.

A. These conditions are binding upon the successors and assignees of the parties hereto. Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, such notice shall be given by certified mail, return receipt required. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows:

Pasco County:	County Administrator Pasco County Government Center 7530 Little Road New Port Richey, Florida 34654
Wis-Bar:	Wis-Bar Utilities P.O. Box 609 Tarpon Springs, Fl. 34688-0609

These addresses may be changed by giving notice as provided for in this paragraph.

B. No waiver of breach of any of the terms of this Agreement shall be construed to be a waiver of any succeeding breach.

Section IV. Default.

If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this Agreement, then the non-defaulting party shall give written notice to the defaulting party specifying the nature of the default. If the defaulting party does not cure the default within thirty (30) days after the date of written notice, then this Agreement, at the option of the non-defaulting party, shall terminate. In the event the County elects to terminate pursuant to this Section such termination shall include the cessation of bulk wastewater services. Neither party shall be relieved of liability to the other for damages sustained by virtue of any party wrongfully exercising this provision. This paragraph is not intended to replace any other legal or equitable remedies available to any non-defaulting party under Florida law, but it is in addition thereto. Notwithstanding the foregoing, any failure to make timely payments shall be considered a material default under the terms of this Agreement without the necessity for any written notice to Wis-Bar.

Section V. Utility System Charges.

Wis-Bar shall fix, revise, maintain, and collect such fees, rates, rentals, or other charge for the use of the products, services and facilities of its utility system as shall be necessary to fund the timely payment of its respective obligations and liabilities under this Agreement. Wis-bar shall maintain its utility system operation and maintenance accounts throughout the term of this Agreement for the purpose of paying its obligations

and liabilities hereunder. The County agrees that any increase in the bulk wastewater treatment rate chargeable to Wis-Bar shall not take effect until the County has provided Wis-Bar with at least ninety (90) days written notice of said increase.

Section VI. Miscellaneous Provision.

A. In the event the parties' performance of this Agreement, other than the payment of money, is prevented or interrupted by consequent of an act of God, or of the public enemy, or national emergency, allocation, or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping, transmission, or other facilities, governmental rules or acts or orders or restrictions of regulations or requirements, acts or actions of any government, except the County, or public or governmental authority, commission, board, agency, official, or officer, or judgment or a restraining order or injunction of any court, the party shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that the party is diligently attempting to perform.

B. The parties hereto agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take other

actions as may be reasonably required to carry out the intent of this Agreement.

C. This Agreement shall not be considered an obligation on the part of the County to perform in any way other than as indicated herein. The County shall not be obligated under the terms of this Agreement to treat additional wastewater from Wis-Bar from areas outside of its certificated area or areas which are not presently served by Wis-Bar unless the County issues written notification that it does not object to such additional service. Wis-Bar's service area is more specifically identified on Exhibit "A" attached hereto and incorporated herein by reference.

D. This Agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto and the provision hereof shall constitute covenants running with the land for the benefit of the heirs, representatives, and assigns of the party. However, this Agreement shall not be assigned by Wis-Bar without the express permission of the County; however, such consent shall not be unreasonably withheld by the County.

E. In the event the County ever elects to exercise its power of eminent domain for the purpose of acquiring all, or any part, of the utility system which may be owned by Wis-Bar, the County will not be required to pay Wis-Bar for any value which might be attributable to the services provided by the County under the terms of this Agreement. In other words, such services provided by the County under this Agreement shall have no residual value in the event the County seeks to condemn all, or any party, of Wis-Bar's

system. This shall not be construed as a waiver of any defense, including the defense of lack of authority, Wis-Bar may have to such an action by the County or to any claim for compensation as an ongoing business concern. Furthermore, the County agrees that the existence of this agreement shall not be used to reduce the value of Wis-Bar Utilities as an ongoing business concern.

F. Term - This agreement shall have a term of twenty-five (25) years commencing on the date of execution of this Agreement. Upon approval of the County, Wis-Bar shall have the right to renew this agreement for an additional twenty-five years. Wis-Bar shall notify the County within six (6) months prior to the expiration of the initial term of the decision to renew and the County agrees that its approval of such renewal shall not be unreasonably withheld.

G. The Utility agrees that immediately upon execution by the County of the Bulk Wastewater Agreement the Utility will file the same with the Florida Public Service Commission and, in the event Commission approval is required, the Utility shall use its best faith efforts to obtain such approval. Notwithstanding any other provision of the Agreement, in the event the Commission approval of this Agreement is required prior to its effectiveness, the same must be approved in its entirety as a condition precedent to the County's obligations hereunder. Any required permitting from the Florida Department of Environmental Protection shall also be a condition precedent to the effectiveness of this Agreement.

H. Each party acknowledges that it has played an equal role in drafting this agreement and, as a result, in the event of any ambiguity contained herein, the same shall not be construed against or in favor of either party.

IN WITNESS WHEREOF, the County and the Utility have executed this Bulk Wastewater Treatment Agreement on the date, month and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

BY Elaine H. Mitchell, DC
Clerk 2/25/97

BY David H. Clark
David H. Clark, Chairman

WITNESSES:

Candice E. Spragg
L. Susan Baillet

BARTELT ENTERPRISES, INC.
D/B/A/ WIS-BAR UTILITIES

BY Ruth Bartelt
As President

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

BY [Signature]
Attorney

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application of WIS-BAR UTILITIES)
CORPORATION for certificates to operate) DOCKET NO. C-72547-W &
an existing water and sewer system in) C-72548-S
PASCO COUNTY.)
ORDER NO. 5611

The following Commissioners participated in the disposition of this matter:

WILLIAM H. BEVIS, Chairman
WILLIAM T. MAYO
JESS YARBOROUGH

O R D E R

BY THE COMMISSION:

On July 11, 1972, the Board of County Commissioners of Pasco County adopted a resolution pursuant to the provisions of Subsection 367.171(1), Florida Statutes, 1971, making the provisions of the Water and Sewer Regulatory Law effective in Pasco County.

Subsection 367.171(1)(b), Florida Statutes, 1971, provides:

On the day this law becomes applicable to any county, any utility engaged in the operation or construction of a system shall be entitled to receive a certificate for the area served by such utility on the day this law becomes applicable to it, if, within ninety (90) days, the utility will make application by filing with the Commission

1. A map of its existing system or system under construction;
2. A description of the area served by the system.

Such application shall be accompanied by a fee as provided by Section 367.141.

Wis-Bar Utilities Corporation has pursuant to the provisions of the above quoted law made application for a water and sewer certificate to operate an existing water and sewer system in Pasco County. This Commission has examined the application of Wis-Bar Utilities Corporation and found it to be in accordance with the requirements of Subsection 367.171(1)(b). It is, therefore,

ORDERED by the Florida Public Service Commission that Water Certificate Number 112-W be and is hereby granted to Wis-Bar Utilities Corporation, 911 Buena Vista Lane, Post Office Box 68, Tarpon Springs, Florida 33589, for the following described territory in Pasco County, Florida.

EXHIBIT "A"



FLORIDA
PUBLIC SERVICE COMMISSION

CERTIFICATE
NUMBER

84-S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

Wis-Bar Utilities Corporation

Whose principal address is

911 Buena Vista Lane, Post Office Box 68

Tarpon Springs, Florida 33589

to provide sewer service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 5611 DATED Dec. 27, 1972 DOCKET C-72548-S

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

(SEAL)

William B. DeWalt
Administrative Secretary
W. H. Bury
Chairman

99.468.02

HARTMAN & ASSOCIATES, INC.

engineers, hydrogeologists, surveyors & management consultants

PRINCIPALS:

James E. Christopher, P.E.
Charles W. Drake, P.G.
Gerald C. Hartman, P.E.
Mark I. Luke, P.S.M.
Mark A. Rynning, P.E.
Harold E. Schmidt, Jr. P.E.
William D. Musser, P.E.

SENIOR ASSOCIATES:

C. Zachary Fuller, P.E.
Marco H. Rocca, C.M.C.

ASSOCIATES:

J. Richard Voorhees, P.E.
Douglas P. Dufresne, P.G.
Roderick K. Castle, P.E.
Jon D. Fox, P.E.
James E. Golden, P.G.
Troy E. Layton, P.E.
Alicia E. Oller, M.S.
Andrew T. Woodcock, P.E.
Lawrence E. Jenkins, P.S.M.
Joseph S. Paterniti, P.E.
Daryl C. Walk, P.E.

January 17, 2000

HAI#99-468.02

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

**Subject: Proposal for Permit Transfer Activities for the Buena Vista Water System
and Buena Vista Manor Water and Wastewater System**

Dear Mr. Bartelt:

We are pleased to submit the following proposal for professional services in connection with transferring the permits and certificates of the utility systems owned by Bartelt Enterprises, Inc. in Pasco County, Florida.

Hartman & Associates, Inc. (HAI), hereinafter referred to as the "Consultant" proposed to furnish professional services for Bartelt Enterprises, Inc., hereinafter referred to as the "Client" for the scope outlined below for the fees stipulated herein.

Scope of Services

The Consultant shall perform the following:

1. Prepare transfer packages – The Consultant will coordinate with Client and purchaser to prepare permit transfer packages for the following:
 - a. FDEP Water System Transfer – Buena Vista System
 - b. FDEP Water System Transfer – Buena Vista Manor System
 - c. FDEP Wastewater System Transfer – Buena Vista Manor System
 - d. SWFWMD – Consumptive Use Permit - Buena Vista System
 - e. SWFWMD – Consumptive Use Permit - Buena Vista Manor System
 - f. FPSC – Certificate Transfer

201 EAST PINE STREET • SUITE 1000 • ORLANDO, FL 32801
TELEPHONE (407) 839-3955 • FAX (407) 839-3790 • www.consulthai.com

ORLANDO FORT MYERS PLANTATION JACKSONVILLE

2. Respond to Requests for Additional Information – The Consult will submit the transfer applications and respond to requests for additional information if required.

Items To Be Furnished At No Expense to the Consultant

Assist Consultant by furnishing, at no cost to the Consultant, all available pertinent information including but not limited to:

- FDEP Wastewater Treatment Operating Permits
- The most recent FDEP water system inspection reports
- SWFWMD Consumptive Use Permit
- Deed of all properties on which water supply wells are located
- Transfer fees as required

It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by Consultant without independent verification of the same.

Time of Performance

Items 1 and 2 of the Scope of Services will be completed within ninety (90) calendar days after receipt of Notice to Proceed except for delays beyond the reasonable control of the Consultant. Said representation is not, however, a warranty or guarantee that said services will be completed within such time frame.

Item 3 of the Scope of Services will be completed as requested and agreed to by Client.

Fees to be Paid

For Items 1 and 2 of the Scope of Services, the Consultant shall be paid a not to exceed fee of five thousand dollars (\$5,000) based upon the attached Rate Schedule (See Exhibit A) including reimbursable expenses.

Scope Item 3 will be performed on an hourly basis as agreed to by Client and Consultant.

As specified above, the Consultant shall be reimbursed for direct non-salary expenses, including, but not limited to, equipment rental, automobile travel at \$0.30 per mile, commercial air travel at cost, subsistence, printing and reproduction, plus Florida sales taxes, if applicable.

Mr. David C. Bartelt
January 17, 2000
Page 3

Invoices for services rendered are prepared monthly and are due and payable within thirty (30) days from date of the invoice. Past due statements shall include interest from the date of invoice at a compound interest rate of one and one half (1-1/2%) percent per month.

Payments which are not received within sixty (60) calendar days from the date of invoice will be considered sufficient cause for Consultant to discontinue performing and providing services until payment in full is received. If Consultant is required to take action to collect past due invoices, the Client will pay all legal fees and costs.

This contract shall be governed by the laws of the State of Florida, and the appropriate venue for any actions arising out of the agreement would be Orlando, Florida.

Termination

This Agreement may be terminated by either party by giving thirty (30) days advance written notice. The Client shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

Ownership and Use of Documents

Drawings, specifications, and electronic data files as instruments of service are and shall remain the property of the Consultant whether the project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of drawings, specifications, and hard copies of electronic data files for information and reference in connection with the Client's use and occupancy of the project.

Acceptance

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. This contract will be binding on the parties hereto and parties' successors and assigns. Should this proposal not be accepted within a period of thirty (30) days from the above date, it shall become null and void.

Very truly yours,

Hartman & Associates, Inc.

Jerim Lattfeld
Witness

M. Hartman
Gerald C. Hartman, P.E.
President

Andrew T. Woodcock
Witness

Accepted by:

Bartelt Enterprises, Inc.

Kathleen Hallett
Witness KATHLEEN HALLETT

Adelina Martinez
Witness ADELINA MARTINEZ

David C. Bartelt
Authorized Signature David C. Bartelt
1-26-2000
Date

ATW/jev/dg/99-468.02/corresp/bartelt.atw

cc: Marco H. Rocca, C.M.C., HAI
Andrew T. Woodcock, P.E., HAI
Brad S. McMahan, HAI

Attachment "A"
HARTMAN & ASSOCIATES, INC.
HOURLY RATE SCHEDULE

G.C. Hartman	\$190.00
Principals	\$155.00
Division Manager	\$125.00
Senior Manager	\$145.00
Senior Project Manager	\$100.00
Engineer/Hydrogeologist VIII	\$125.00
Engineer/Hydrogeologist VII	\$100.00
Engineer/Hydrogeologist VI	\$90.00
Engineer/Hydrogeologist V	\$80.00
Engineer/Hydrogeologist IV	\$70.00
Engineer/Hydrogeologist III	\$65.00
Engineer/Hydrogeologist I/II	\$60.00
Senior Scientist	\$90.00
Scientist	\$65.00
Science Technician	\$45.00
Senior Management Consultant	\$105.00
Management Consultant	\$90.00
Senior Rate Analyst	\$80.00
Rate Analyst	\$60.00
Senior Inspector	\$75.00
Inspector	\$55.00
Senior GIS Analyst	\$65.00
GIS Analyst	\$50.00
Engineering Designer IV	\$75.00
Engineering Designer III	\$70.00
Engineering Designer II	\$65.00
Engineering/Hydrogeologist Technician IV	\$60.00
Engineering/Hydrogeologist Technician III	\$55.00
Engineering/Hydrogeologist Technician II	\$50.00
Engineering/Hydrogeologist Technician I	\$45.00
Graphics Manager	\$60.00
Graphics Technician	\$50.00
Professional Land Surveyor/Mapper	\$70.00
Surveying Technician III	\$60.00
Surveying Technician II	\$50.00
Surveying Technician I	\$40.00
Administrative Assistant	\$60.00
Senior Word Processor	\$50.00
Word Processor	\$40.00
Secretarial Support	\$40.00
Reproduction/Courier Support	\$35.00

Effective Date: December 23, 1999

(Hourly rates are reviewed periodically and may be adjusted to reflect changes in the various elements that comprise them.)

Exhibit 4 (c)

Real Estate

BUENA VISTA MANOR LIFT STATION AND METER

Lot 136 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.

BUENA VISTA: FOUR WELL SITES

Well #1: A portion of Tract "A", BUENA VISTA FIRST ADDITION as recorded in Plat Book 4, at page 105, of the Public Records of Pasco County, Florida, being more particularly described as follows: Commence at the SE corner of said Tract "A"; thence run N 00° 42' 06" along the E boundary of said Tract "A", 34.2 feet for a Point of Beginning; thence S 89° 58' 21" W, 60 feet; thence N 00° 42' 06" E, 40 feet; thence N 89° 58' 21" E, 60 feet to a point on the E line of said Tract "A"; thence S 00° 42' 06" W, 40 feet to the Point of Beginning;

Well #2: Lot Four Hundred Sixty-Three (463) of BUENA VISTA THIRD ADDITION, as per plat thereof recorded in Plat Book 5, at page 172, of the Public Records of Pasco County, Florida;

Well #3: Part of Tract 60 of Tampa-Tarpon Springs Land Company's Subdivision of Section 30, Township 26 South, Range 16 East, recorded in Plat Book 1, pages 68, 69 and 70, Public Records of Pasco County, Florida, being more particularly described as: Commence at NW corner of said Tract 60, thence run S 00° 08' 43" W along the W line of said Tract 60, 518 feet for a P.O.B.; thence run S 89° 51' 17" E, 50 feet; thence S 00° 08' 43" W, 49 feet; thence N 89° 51' 17" W, 50 feet; thence N 00° 08' 43" E, 49 feet to the P.O.B.;

Access to Well #3 from Holiday Drive: TRACT A of RIDGEWOOD GARDENS, as per plat recorded in Plat Book 7 at page 114 of the Public Records of Pasco County, Florida.

Well #5: The East one-half of Lot 1093 and the West one-half of Lot 1094 of Buena Vista Melody Manor Third Addition, as per plat thereof recorded in Plat Book 9, page 10, of the Public Records of Pasco County, Florida.

Exhibit 4 (c)

Buena Vista Manor Lift Station and meter

Lot 136 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.

Legal Descriptions of the four well sites in Buena Vista & its additions

WELL #1: A portion of Tract "A", BUENA VISTA FIRST ADDITION as recorded in Plat Book 4, at page 105, of the Public Records of Pasco County, Florida, being more particularly described as follows: Commence at the SE corner of said Tract "A"; thence run N 00° 42' 06" along the E boundary of said Tract "A", 34.2 feet for a Point of Beginning; thence S 89° 58' 21" W, 60 feet; thence N 00° 42' 06" E, 40 feet; thence N 89° 58' 21" E, 60 feet to a point on the E line of said Tract "A"; thence S 00° 42' 06" W, 40 feet to the Point of Beginning;

WELL #2: Lot Four Hundred Sixty-Three (463) of BUENA VISTA THIRD ADDITION, as per plat thereof recorded in Plat Book 5, at page 172, of the Public Records of Pasco County, Florida;

WELL #3: Part of Tract 60 of Tampa-Tarpon Springs Land Company's Subdivision of Section 30, Township 26 South, Range 16 East, recorded in Plat Book 1, pages 68, 69 and 70, Public Records of Pasco County, Florida, being more particularly described as: Commence at NW corner of said Tract 60, thence run S 00° 08' 43" W along the W line of said Tract 60, 518 feet for a P.O.B.; thence run S 89° 51' 17" E, 50 feet; thence S 00° 08' 43" W, 49 feet; thence N 89° 51' 17" W, 50 feet; thence N 00° 08' 43" E, 49 feet to the P.O.B.;

Access to Well #3 from Holiday Drive:

TRACT A of RIDGEWOOD GARDENS, as per plat recorded in Plat Book 7 at page 114 of the Public Records of Pasco County, Florida.

WELL #5: The East one-half of Lot 1093 and the West one-half of Lot 1094 of Buena Vista Melody Manor Third Addition, as per plat thereof recorded in Plat Book 9, page 10, of the Public Records of Pasco County, Florida.

Exhibit 4 (d)

Material Issues which should be reasonably known by Seller through its operation of the "Property" in Seller's reasonable course of business.

None

RE: Docket No. 000793-WS

Application for transfer of facilities and Certificates Nos. 484-W and 421-S in Pasco County from Bartelt Enterprises, Inc. to Utilities, Inc. of Florida, holder of Certificate Nos. 107-W and 229-S; for amendment of Certificate Nos. 107-W and 229-S; and for cancellation of Certificate Nos. 484-W and 421-S.

- Attached is the recorded warranty deed for the transferred property.

50,600.00

This instrument prepared by:

Name: WOLLINKA & WOLLINKA
Address: 2312 U.S. Highway 19
Holiday, FL 34691



Rcpt: 422941 Rec: 10.50
DS: 350.00 IT: 0.00
06/23/00 *klutich* Duty Clerk

Return to: WOLLINKA & WOLLINKA
FILE NO. TIA4700
Address: 2312 U.S. Highway 19
Holiday, FL 34691

JED PITTMAN, PASCO COUNTY CLERK
06/23/00 04:15pm 1 of 2
OR BK 4390 PG 1920

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, remise, 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:

Carole L. Steneke
Witness Signature

Carole L. Steneke
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

WITNESS *Connie M. Vedder*
Witness Signature

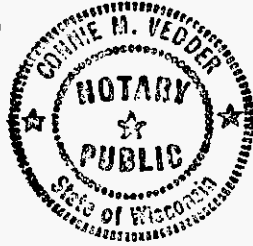
Connie M. Vedder
Printed Name

STATE OF WISCONSIN
COUNTY OF Orinda

The foregoing instrument was acknowledged before me this 14th day of June, 2000 by Ruth Bartelt, President of BARTELT ENTERPRISES, INC., a Florida corporation, successor by merger with the BARTELT SUNSHINE CORPORATION, a Florida corporation on behalf of the corporation. He/She is personally known to me or who produced Divers License as identification and who did/did not take an oath.

Connie M. Vedder

[seal]



Notary Public
My Commission Expires: Nov. 12, 2000

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.

RE: Docket No. 000793-WS

Application for transfer of facilities and Certificates Nos. 484-W and 421-S in Pasco County from Bartelt Enterprises, Inc. to Utilities, Inc. of Florida, holder of Certificate Nos. 107-W and 229-S; for amendment of Certificate Nos. 107-W and 229-S; and for cancellation of Certificate Nos. 484-W and 421-S.

➤ Attached is a copy of Late Filed Exhibit "E".

UTILITIES, INC.

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

July 14, 2000

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

RE: Docket No. 000793-WS
Application for transfer of facilities and Certificates Nos. 484-W and 421-S in Pasco County from Bartelt Enterprises, Inc. to Utilities, Inc. of Florida, holder of Certificate Nos. 107-W and 229-S; for amendment of Certificate Nos. 107-W and 229-S; and for cancellation of Certificate Nos. 484-W and 421-S.

Dear Ms. Bayo:

The above referenced application was filed on June 30, 2000. Attached hereto as **Late Filed Exhibit "E"** is the Affidavit of Mailing indicating that actual notice of the application has been provided to the government agencies and neighboring utilities as outlined in Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code.

However, due to the July 4th holiday, the Company was not able to comply with the 7 day requirement for mailing the notice. The notice was mailed 10 days after the application was filed.

Respectfully submitted,



Carl J. Wenz
Vice President, Regulatory Matters

cc: Mr. Martin S. Friedman

AFFIDAVIT OF MAILING

STATE OF ILLINOIS

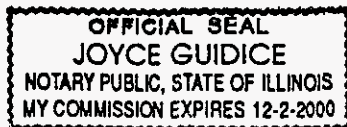
COUNTY OF COOK

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Carl J. Wenz, who, after being sworn on oath, did depose on oath and say that he is the Vice President, Regulatory Matters of Utilities, Inc. of Florida and that on July 10, 2000, he did send by first class U.S. Mail a copy of the notice attached hereto to each utility customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, except that the notice was mailed 10 days after the application was filed.

FURTHER AFFIANT SAYETH NAUGHT.

By: Carl J. Wenz
Its: Vice President, Regulatory Matters

Sworn to and subscribed before me this 14th day of July, 2000, by Carl J. Wenz, who is personally known to me or who provided _____ as identification.



Joyce Guidice
Print Name: JOYCE GUIDICE
NOTARY PUBLIC
My Commission Expires: 12/2/2000

Late Filed
EXHIBIT "E"

NOTICE OF APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER OF A WATER AND/OR WASTEWATER CERTIFICATE OR FACILITIES PURSUANT TO SECTION 367.071, FLORIDA STATUTES

LEGAL NOTICE

Notice is hereby given on June 30, 2000 pursuant to Section 367.071, Florida Statutes, of the application for the transfer of Certificate Nos. 484-W and 421-S from Bartelt Enterprises, Inc. to Utilities, Inc. of Florida, Inc. to provide water and/or wastewater service in Pasco County, Florida.

WATER TERRITORY SERVED

BUENA VISTA MANOR WATER SYSTEM

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

Section 29 - Tracts 53 and 54 of Tampa and Tarpon Springs Lane Company Plat as recorded in Plat Book 1, Pages 68, 69, and 70, Public Records Pasco County, except the West 25 feet of the North 583 feet of said Tract 54.

WATER TERRITORY SERVED

BUENA VISTA WATER SYSTEM

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.

WASTEWATER TERRITORY SERVED

BUENA VISTA MANOR WASTEWATER SYSTEM

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

Section 29 - Tracts 53 and 54 of Tampa and Tarpon Springs Land Company Plat as recorded in Plat Book 1, Pages 68, 69, and 70, Public Records Pasco County except the West 25 feet of the North 583 feet of said Tract 54.

Section 30 - Tract 12 of Tampa and Tarpon Springs Land Company as shown in Plat Book 1, Pages 68, 69, and 70 of Public Records Pasco County less the West 220 feet thereof.

Any objection to said applications must be made in writing and filed within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-0850. A copy of said objection should also be mailed to the attorney for the applicant whose address is:

Mr. Martin S. Friedman
Attorney at Law
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Dr.
Tallahassee, FL 32301

and also to:

Carl J. Wenz
Vice President, Regulatory Matters
Utilities, Inc.
2335 Sanders Road
Northbrook, IL 60062

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
07/10/2000-09/07/2000

UTILITY NAME

MANAGER

PASCO COUNTY

ALLEN LAFORTUNE AND OTIS FONDER (WU556) 36645 SUNSHINE ROAD ZEPHYRHILLS, FL 33541-1182	ALLEN LAFORTUNE (813) 782-6929
ALOHA UTILITIES, INC. (WS001) 2514 ALOHA PLACE HOLIDAY, FL 34691-3499	STEPHEN G. WATFORD (727) 937-4275
ARBOR OAKS I, LLC & ARBOR OAKS II, LLC BOTH DELAWARE LIMIT (WS801) THE KURTELL BUILDING 1717 20TH STREET, SUITE 105 VERO BEACH, FL 32960-0619	KURT WALLACH (561) 567-8500
BARTELT ENTERPRISES, INC. (WS522) P. O. BOX 609 TARPON SPRINGS, FL 34688-0609	RUTH BARTELT (727) 937-6133
C. S. WATER COMPANY, INC. (WU030) P. O. BOX 3000 CRYSTAL SPRINGS, FL 33524-3000	CLYDE A. BISTON (813) 783-2984 (OFFICE)
CRESTRIDGE UTILITY CORPORATION (WU049) 4804 MILE STRETCH DRIVE HOLIDAY, FL 34690-4358	EILEEN M. FALLA (727) 937-6275
DIXIE GROVES ESTATES, INC. (WU056) P. O. BOX 845 NEW PORT RICHEY, FL 34656-0845	JUDSON F. POTTER (727) 845-1530
EAST PASCO UTILITIES, INC. (WS017) P. O. BOX 370 PORT RICHEY, FL 34673-0370	JOE L. TURCO (727) 845-3199
FLORALINO PROPERTIES, INC. (WU075) 5147 MARINE PARKWAY, SUITE C NEW PORT RICHEY, FL 34652-3525	TONY TUBOLINO (727) 843-0064
FLORIDA WATER SERVICES CORPORATION (WS554) P. O. BOX 609520 ORLANDO, FL 32860-9520	MATTHEW FEIL (407) 598-4260

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
07/10/2000-09/07/2000

UTILITY NAME

MANAGER

PASCO COUNTY (continued)

FOREST HILLS UTILITIES, INC. (WS081) 1518 U.S. HIGHWAY 19 HOLIDAY, FL 34691-5649	ROBERT L. DREHER (727) 937-7457
GEM ESTATES UTILITIES, INC. (WU691) P. O. BOX 2016 ZEPHYRHILLS, FL 33539-2016	HOLLIS MALBERG (813) 788-5463
HACIENDA UTILITIES, LTD. (SU810) 7107 GIBRALTAR AVENUE NEW PORT RICHEY, FL 34653-4014	PATRICIA HORN (727) 847-1409
HOLIDAY GARDENS UTILITIES, INC. (WU109) 4804 MILE STRETCH DRIVE HOLIDAY, FL 34690-4358	EILEEN M. FALLA (727) 937-6275
HOLIDAY UTILITY COMPANY, INC. (WU111) P. O. BOX 27 TARPON SPRINGS, FL 34688-0027	MELODY MICHKLER (727) 937-3750
HUDSON UTILITIES, INC. (SU114) 14334 OLD DIXIE HIGHWAY HUDSON, GA 34667-1134	MATHEW GRIFFIN (727) 863-0205
JASMINE LAKES UTILITIES CORPORATION (WS630) & AQUASOURCE UTILITY, INC. 200 CORPORATE DRIVE, SUITE 300 CORAOPOLIS, PA 15108-3186	RICK HERSKOVITZ (412) 393-3000
KEMPLE WATER COMPANY (WU132) 37502 MARCLIFF TERRACE ZEPHYRHILLS, FL 33541-8451	RICHARD KEMPLE (813) 782-2972
L W V UTILITIES, INC. (WU135) 7552 CONGRESS STREET, SUITE 4 NEW PORT RICHEY, FL 34653-1106	JAMES A. COCHRAN (727) 849-9389
LINDRICK SERVICE CORPORATION (WS149) P. O. BOX 1176 NEW PORT RICHEY, FL 34656-1176	HELEN L. MCNEIL (727) 848-1165

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
07/10/2000-09/07/2000

UTILITY NAME

MANAGER

PASCO COUNTY (continued)

MAD HATTER UTILITY, INC. (WS155) 1900 LAND O' LAKES BLVD., SUITE 107 LUTZ, FL 33549-2913	LARRY G. DELUCENAY (813) 949-2167 OR -5977
ORANGELAND WATER SUPPLY (WU179) 2109 OVERVIEW DRIVE NEW PORT RICHEY, FL 34655-4131	FRED J. SNELL (727) 372-8330
ORANGWOOD LAKES SERVICES, INC. (WS180) 7602 CONGRESS STREET, SUITE 4 NEW PORT RICHEY, FL 34653-1107	ALFRED G. HEILER (727) 849-9555
PARADISE LAKES UTILITY, LTD. (WS446) P. O. BOX 750 LAND O' LAKES, FL 34639-0750	JOSEPH T. LETTELLEIR (813) 949-9327 EXT 322
PASCO UTILITIES, INC. (WU190) P. O. BOX 4118 TAMPA, FL 33677-4118	LIONEL LLANES (813) 877-8330
SKY ACRES ENTERPRISES D/B/A TERRACE PARK VENTURES (SU750) 14332 NORTH LANE DRIVE MARATHON, WI 54448-9596	TERRY HOFFER (715) 443-6333
SOUTH PASCO UTILITIES, INC. (WS634) P. O. BOX 16800 TAMPA, FL 33687-6800	GEORGE L. BLACK, JR. (813) 986-2489
UTILITIES, INC. OF FLORIDA (SU640) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
UTILITIES, INC. OF FLORIDA (WU372) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
VIRGINIA CITY UTILITIES, INC. (WU718) P. O. BOX 845 NEW PORT RICHEY, FL 34656-0845	JUDSON F. POTTER (727) 845-1530

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
07/10/2000-09/07/2000

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK. BOARD OF COUNTY COMMISSIONERS. PASCO COUNTY
38053 LIVE OAK AVENUE
DADE CITY. FL 33525

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA. FL 33618-8318

MAYOR. CITY OF DADE CITY
P. O. BOX 1355
DADE CITY. FL 33526-1355

MAYOR. CITY OF NEW PORT RICHEY
5919 MAIN STREET
NEW PORT RICHEY. FL 34652

MAYOR. CITY OF PORT RICHEY
ATTN: CITY CLERK
8624 PORT RICHEY VILLAGE LOOP
PORT RICHEY. FL 33568

MAYOR. CITY OF SAN ANTONIO
32819 PENNSYLVANIA AVENUE
P. O. BOX 75
SAN ANTONIO. FL 33576-0075

MAYOR. CITY OF ST. LEO
P. O. BOX 2479
ST. LEO. FL 33574-2479

MAYOR. CITY OF ZEPHYRHILLS
5335 8TH STREET
ZEPHYRHILLS. FL 33540-5133

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
07/10/2000-09/07/2000

UTILITY NAME

MANAGER

MIKE WELLS. PASCO COUNTY PROPERTY APPRAISER
38053 LIVE OAK AVENUE, SUITE 211
P. O. BOX 401
DADE CITY, FL 33526-0401

PASCO COUNTY ADMIN., 7530 LITTLE ROAD
PUBLIC WORKS UTILITY BUILDING
NEW PORT RICHEY, FL 34654

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

TAMPA BAY REGIONAL PLANNING COUNCIL
9455 KOGER BLVD., SUITE 219
ST. PETERSBURG, FL 33702-2491

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850