

Mrch 22, 2004

Public Service Commission
Attn: Shannon Hudson
2540 Shumard Oak Boulevard
Tallahassee, Fl 32399-0850

RECEIVED-FPSC
MAY 10 PM 11:16
COMMISSION
CLERK

RE: Response to Letter Dated February 12, 2004, Docket No. 030991-WU, Application for Transfer of Water Facilities of Suwannee Valley Estates in Columbia County to Consolidated Water Works Inc. for Cancellation of Certificate No. 421-W, and Amendment of Certificate No. 393-W

Dear Ms. Daniel:

Response to paragraph No. 1: Please find enclosed the contract for sale for Lot 13 of Block C from Dave Mangrum To Bud Espenship.

Response to paragraph No. 2: CWW has acquired a Certified Public Accountant and Attorney to handle it's technical proceedings.

Response to paragraph No. 3: Consolidated Water Works, Inc. (CWW), does not think, in it's behalf, it would be feasible to hire an engineer to prepare an original cost study for Suwannee Valley Estates. CWW will apply for a rate proceeding.

Response to paragraph No. 4: Suwannee Valley Estates,(SVE), Customer deposits will be transferred to CWW accounts.

Response to paragraph No. 5: CWW will amend it's first letter sent to SVE customers advising the customers of the change of ownership and that their will be no tariff rate increase at this time. Please find a copy of this letter enclosed for your review.

Response to paragraph No. 6: Please excuse the discrepencie found in the regulatory assessment fee form. It was a printing mistake on our behalf.. Mr. Jeffrey D. Espenship is President of CWW and Jack M. Espenship is Secretary/Treasure.

Response to Paragraph No. 7: Has been sent to your office as of, 3/16/04. CWW will enclose another copy for your review.

Sincerely,


Consolidated Water Works, Inc.

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- RCA _____
- SCR _____
- SEC /
- OTH _____

RECEIVED-FPSC
MAY 10 AM 11:16
COMMISSION
CLERK
05417 MAY 10
FPSC-COMMISSION CLERK

Jack Espenship
Consolidated Water Works, Inc.

JE:je

Enclosures (33 pages detailed billing report - Shady Oaks - August 2001 through December 1, 2001); (1 page revenue summary - Shady Oaks - months August 2001 through December 1, 2001); (9 pages detailed billing report - Shady Oaks - December 2001); (1 page revenue summary - Shady Oaks - December 2001); (34 pages detailed billing report - Azalea Park - months August 2001 through December 2001); (1 page revenue summary- months August 2001 through December 2001); (17 pages detailed billing report- 242 Village - months August 2001 through December 2001); (1 page revenue summary - 242 Village - months August 2001 through December 2001)

AGREEMENT TO SELL REAL ESTATE

of *Dewilton B. Espenship III and Dave Mangrum* as Seller,
and
of *Consolidated Water Works Inc.* as Buyer,
hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, within this contract.

1. LEGAL DESCRIPTION of real estate located in *Columbia* County,
State of *Florida* :

*LOT 13 Block C Suwannee Valley Estates, a recorded
subdivision, Water Well, Pump and water system*

2. PURCHASE PRICE *Five Thousand Dollars* Dollars.

Method of Payment:

- (a) Deposit to be held in trust by \$ 3,000.00
- (b) Approximate principal balance of first mortgage to which conveyance shall be subject, if any. Mortgage holder: \$ _____
Interest % per annum:
- (c) Other: \$ _____
- (d) Cash, certified or local cashier's check on closing and delivery of deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments and prorations). \$ 2,000.00

3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall be prorated as of the date of closing.

4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (e) Other:

Seller warrants that there shall be no violations of building or zoning codes at the time of closing.

5. DEFAULT BY BUYER: If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. DEFAULT BY SELLER: If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

7. **TERMITE INSPECTION:** At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain a written report from a licensed exterminator stating that there is no evidence of live termite or other wood-boring insect infestation on said property nor substantial damage from prior infestation on said property. If there is such evidence, Seller shall pay up to three (3%) percent of the purchase price for the treatment required to remedy such infestation, including repairing and replacing portions of said improvements which have been damaged; but if the costs for such treatment or repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

8. **ROOF INSPECTION:** At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain a written report from a licensed roofer stating that the roof is in a watertight condition. In the event repairs are required either to correct leaks or to replace damage to fascia or soffit, Seller shall pay up to three (3%) percent of the purchase price for said repairs which shall be performed by a licensed roofing contractor; but if the costs for such repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

9. **OTHER INSPECTIONS:** At least 15 days before closing, Buyer or his agent may inspect all appliances, air conditioning and heating systems, electrical systems, plumbing, machinery, sprinklers and pool system included in the sale. Seller shall pay for repairs necessary to place such items in working order at the time of closing. Within 48 hours before closing, Buyer shall be entitled, upon reasonable notice to Seller, to inspect the premises to determine that said items are in working order. All items of personal property included in the sale shall be transferred by Bill of Sale with warranty of title.

10. **LEASES:** Seller, not less than 15 days before closing, shall furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letters from tenants, Seller shall furnish the same information to Buyer within said time period in the form of a seller's affidavit, and Buyer may contact tenants thereafter to confirm such information. At closing, Seller shall deliver and assign all original leases to Buyer.

11. **MECHANICS LIENS:** Seller shall furnish to Buyer an affidavit that there have been no improvements to the subject property for 90 days immediately preceding the date of closing, and no financing statements, claims of lien or potential lienors known to Seller. If the property has been improved within that time, Seller shall deliver releases or waivers of all mechanics liens as executed by general contractors, subcontractors, suppliers and materialmen, in addition to the seller's lien affidavit, setting forth the names of all general contractors, subcontractors, suppliers and materialmen and reciting that all bills for work to the subject property which could serve as basis for mechanics liens have been paid or will be paid at closing time.

12. **PLACE OF CLOSING:** Closing shall be held at the office of the Seller's attorney or as otherwise agreed upon.

13. **TIME IS OF THE ESSENCE:** Time is of the essence for this Agreement.

14. **DOCUMENTS FOR CLOSING:** Seller's attorney shall prepare deed, note, mortgage, Seller's affidavit, any corrective instruments required for perfecting the title, and closing statement and submit copies of same to Buyer's attorney, and copy of closing statement to the broker, at least two days prior to scheduled closing date.

15. **EXPENSES:** State documentary stamps required on the instrument of conveyance and the cost of recording any corrective instruments shall be paid by the Seller. Documentary stamps to be affixed to the note secured by the purchase money mortgage, intangible tax on the mortgage, and the cost of recording the deed and purchasing money mortgage shall be paid by the Buyer.

16. **INSURANCE:** If insurance is to be prorated, the Seller shall on or before the closing date, furnish to Buyer all insurance policies or copies thereof.

17. **RISK OF LOSS:** If the improvements are damaged by fire or casualty before delivery of the deed and can be restored to substantially the same condition as now within a period of 60 days thereafter, Seller shall so restore the improvements and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option of (1) taking the property as is, together with insurance proceeds, if any, or (2) cancelling the contract, and all deposits shall be forthwith returned to the Buyer and all parties shall be released of any and all obligations and liability.

18. MAINTENANCE: Between the date of the contract and the date of closing, the property, including lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of the contract, ordinary wear and tear excepted.

19. CLOSING DATE: This contract shall be closed and the deed and possession shall be delivered on or before the day of _____, 20____, unless extended by other provisions of this contract.

20. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

21. OTHER AGREEMENTS: No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.

22. RADON GAS: As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. LEAD PAINT: "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

24. SPECIAL CLAUSES:

This Contract is subject to Buyer obtaining approval from the Florida Public Service Commission

COMMISSION TO BROKER: The Seller hereby recognizes _____ as the Broker in this transaction, and agrees to pay as commission _____ % of the gross sales price, the sum of _____ Dollars (\$ _____) or one-half of the deposit in case same is forfeited by the Buyer through failure to perform, as compensation for services rendered, provided same does not exceed the full amount of the commission.

WITNESSED BY:

Jane A. Stanford 4/3/04
Witness Date

Jack Espensh 4/3/04
Buyer Date

Brooke D. Espensh 4/6/04
Witness Date

Wilton B. Espensh III
Seller Date

Jane A. Stanford 4/6/04
Witness Date

Daniel E. May 4-6-04
Seller Date

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and
of *Consolidated Water Works, Inc.* as Buyer,
hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, within this contract.

1. LEGAL DESCRIPTION of real estate located in *Columbia* County,
State of *Florida* :

*Lots 11 and 12 Block C Suwannee Valley Estates,
a recorded subdivision*

2. PURCHASE PRICE *Ten Thousand Dollars* Dollars.

Method of Payment:

- (a) Deposit to be held in trust by \$ - 0 -
- (b) Approximate principal balance of first mortgage to which conveyance shall be subject, if any. Mortgage holder: \$ _____
Interest % per annum:
- (c) Other: \$ _____
- (d) Cash, certified or local cashier's check on closing and delivery of deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments and prorations). \$ 10,000.00

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4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (e) Other:

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WITNESSED BY:

Jennifer Elders 4/1/04 Consolidated Water Works, Inc.
Witness Date Buyer Sec./Pres. Date
Paul Stanford 3/25/04 DeWitt B. Spenshott 3/25/04
Witness Date Seller Date

Consolidated Water Work, Inc.

P.O. Box 191
2915 Baxter Lane
Lake City, Fl. 32056

Phone: (386)-752-6729
Fax: (386)-755-1174

(DATE)

TO THE CUSTOMERS OF SUWANNEE VALLEY ESTATES

PLEASE BE ADVISED THAT THE LETTER YOU RECEIVED STATING THAT THE INCREASE IN WATER RATE TARIFF, BY CONSOLIDATED WATER WORKS, INC., WAS SENT IN ERROR, AT THAT TIME.

FOR THE TIME BEING YOUR WATER RATES WILL REMAIN AT \$12.00 FLAT RATE, HOWEVER, A RATE CASE IS BEING CONSIDERED FOR THIS SUBDIVISION.

IN THE EVENT OF A WATER RATE TARIFF INCREASE, YOU WILL BE NOTIFIED BY MAIL OR NEWS PAPER.

IN THE EVENT YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT CONSOLIDATED WATER WORKS, INC. AT:

CONSOLIDATED WATER WORKS, INC.

P.O. BOX 191

LAKE CITY, FL 32056

OR

PHONE: (386)752-6729

OR

STOP BY OUR OFFICE LOCATION AT:

2915 OLD BAYA AVENUE (OLD ADDRESS)

207 S.E. BAXTER LANE (NEW 911 ADDRESS)

LOCATED BEHIND BAYA SHOPPING PLAZA

SINCERELY,



CONSOLIDATED WATER WORKS, INC.
JACK ESPENSHIP

Consolidated Water Work, Inc.

P.O. Box 191
2915 Baxter Lane
Lake City, Fl. 32056

Phone: (386)-752-6729
Fax: (386)-755-1174

March 22, 2004

Public Service Commission
2540 Shumard Oak Boulevard
Attn: Patti Daniels
Tallahassee, Fl 32399-0850

**RE: Response to Your Letter Dated February 12, 2004, Docket No. 030991-WU,
Application for Transfer of Water Facilities of Suwannee Valley Estates in
Columbia County to Consolidated Water Works Inc. for Cancellation of Certificate
No. 421-W, and Amendment of Certificate No. 393-W**

Dear Ms. Daniel:

Response to paragraph No. 1: Please find enclosed the contract for sale for Lot 13 of Block C from Dave Mangrum To Bud Espenship.

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Response to Paragraph No. 7: Reponse has been sent to your office as of, 3/16/04. CWW will enclose another copy for your review.

Sincerely,

Jack Espenship
Consolidated Water Works, Inc.

Consolidated Water Work, Inc.

P.O. Box 191
2915 Baxter Lane
Lake City, Fl. 32056

Phone: (386)-752-6729
Fax: (386)-755-1174

DATE: 3/16/04

Ms. Cheryl Johnson
2540 Shumard Oak Boulevard
Tallahassee Fl 32399

Re: Docket No. 030991-WU, Application for Transfer of Water Facilities of Suwannee Valley Estates in Columbia County to Consolidated Water Works, INC. for cancellation of Certificate No. 421-W, and for amendment of Certificate No. 393-W

Dear Ms. Johnson,

Please find enclosed Consolidated Water Works, INC. revised water tariffs including the Suwanne Valley Estates Subdivision (Exhibit N). Enclosed is an original and to copies of the revised water tariffs for Suwannee Valley Estates Subdivision. Please note that the remaining requirements for a Water Facility Transfer requested in the letter from the Florida Public Service Commission dated 2/12/04 will follow these tariffs. I hope this meets with your approval. If any additional information or changes are needed please contact our office at (386) 752-6729.

Thank you.

Sincerely,


Consolidated Water Works, INC

EXHIBIT N

REFERENCE:

**TRANSFER OF WATER SYSTEMS CERTIFICATE APPLICATION:
TRANSFER OF CERTIFICATE OF SUWANNEE VALLEY ESTATES TO AMMEND
CERTIFICATE TO CONSOLIDATED WATER WORKS, INC.**

STATE OF FLORIDA

COMMISSIONERS:
E. LEON JACOBS, JR., CHAIRMAN
J. TERRY DEASON
LILA A. JABER
BRAULIO L. BAEZ
MICHAEL A. PALECKI



TIMOTHY DEVLIN, DIRECTOR
DIVISION OF ECONOMIC REGULATION
(850) 413-6900

Public Service Commission

November 1, 2001

Jack Espenship, President
Consolidated Water Works, Inc.
P. O. Box 191
Lake City, Florida 32056

WS FILE NUMBER: WS-01-0130

RE: Docket No. 001682-WU; Application for a staff-assisted rate case in Columbia County.

Dear Mr. Espenship:

The following tariff sheets have been approved effective November 1, 2001:

WATER TARIFF

First Revised Sheet No. 1.0	Second Revised Sheet No. 16.0
Second Revised Sheets Nos. 2.0-3.0	Seventh Revised Sheets Nos. 17.0 - 18.0
First Revised Sheet No. 3.1	First Revised Sheets Nos. 20.1 - 20.3
First Revised Sheet No. 5.0	Third Revised Sheet No. 21.0
Original Sheet No. 5.1	First Revised Sheet No. 28.0
First Revised Sheets Nos. 6.0 - 15.0	

Please incorporate these tariff sheets into the approved tariff on file at the Utility's office. If you have any questions concerning this filing, please contact Charles Walker at (850)413-6968.

Sincerely,

Tim Devlin
Director

Enclosures

cc: Division of Economic Regulation (Rendell)

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-01-0130

DOCKET NO. 001682-WU

ORDER NO. PSC-01-1988-PAA-WU

EFFECTIVE November 1, 2001

TIM DEVLIN

DIRECTOR
DIVISION OF ECONOMIC REGULATION

WATER TARIFF

CONSOLIDATED WATER WORKS
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

CONSOLIDATED WATER WORKS
NAME OF COMPANY

P.O. BOX 191

207 BAXTER LANE

Lake City, FL 32055
(ADDRESS OF COMPANY)

(386) 752-6729 (386) 752-6389
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Jack Espenship
ISSUING OFFICER

Sec /Tres

NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Description of Territory Served	3.0 - 3.2
Index of	
Rates and Charges Schedules	17.0 - 20.3
Rules and Regulations	6.0 - 11.0
Service Availability Policy	28.0
Standard Forms	23.0 - 26.0
Technical Terms and Abbreviations	5.0 - 5.1
Territory Authority	N/A

Jack Espenship
ISSUING OFFICER

Sec /Tres

NAME OF COMPANY Consolidated Water Works

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 393-W

COUNTY - Columbia

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
11644	February 23, 1983	820020-W	Tariff

TOWNSHIP 4 SOUTH, RANGE 16 EAST

Section 20: That part of the South 1/5 of said section 20 lying East of Birley Road
And Northwest of State Road 247.

TOWNSHIP 4 SOUTH, RANGE 17 EAST

Section 19: The West 2,000 feet of the East 3,150 feet of the South 1,500 feet of the
North 2,500 feet EXCEPT the West 597 feet of the North 400 feet thereof.

Jack Espenship
ISSUING OFFICER

Sec./Tres.

NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

CERTIFICATE NUMBER - 393-W

COUNTY - Columbia

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-94-1357-FOF-WU	November 7, 1994	930971-WU	Tariff

DESCRIPTION OF TERRITORY SERVED

Township 4 South, Range 17 East

Section 21: The South West 1/4 of the South West 1/4 of the section.

Jack Espenship
ISSUING OFFICER

Sec./Tres.

NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

Suwannee Valley Estates:
Township 2 South Range 16E

Jack Espenship
ISSUING OFFICER

Sec./Tres. _____
TITLE

NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 **"BFC"** - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 **"CERTIFICATE"** - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 **"COMMISSION"** - The shortened name for the Florida Public Service Commission.
- 4.0 **"COMMUNITIES SERVED"** - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 **"COMPANY"** - The shortened name for the full name of the utility which is Consolidated.
- 6.0 **"CUSTOMER"** - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 **"CUSTOMER'S INSTALLATION"** - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 **"MAIN"** - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 **"RATE"** - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 **"RATE SCHEDULE"** - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 **"SERVICE"** - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

Jack Espenship
ISSUING OFFICER

Sec./Tres.

NAME OF COMPANY Consolidated Water Works

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 **"SERVICE CONNECTION"** - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 **"SERVICE LINES"** - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 **"TERRITORY"** - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

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Title

NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Policy Dispute	7.0	2.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Water	10.0	19.0

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Sec./Tres.

NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.

8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

Jack Espenship
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NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

(Continued from Sheet No. 8.0)

9.0 **CONTINUITY OF SERVICE** - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

10.0 **LIMITATION OF USE** - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

11.0 **CHANGE OF CUSTOMER'S INSTALLATION** - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

12.0 **PROTECTION OF COMPANY'S PROPERTY** - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 10.0)

Jack Espenship
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NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 13.0 **INSPECTION OF CUSTOMER'S INSTALLATION** - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 **ACCESS TO PREMISES** - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

- 15.0 **RIGHT-OF-WAY OR EASEMENTS** - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 16.0 **CUSTOMER BILLING** - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 17.0 **TERMINATION OF SERVICE** - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 11.0)

Jack Espenship
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NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 **PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 **UNAUTHORIZED CONNECTIONS - WATER** - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 **METERS** - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 **ALL WATER THROUGH METER** - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 **ADJUSTMENT OF BILLS** - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 **ADJUSTMENT OF BILLS FOR METER ERROR** - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 **METER ACCURACY REQUIREMENTS** - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

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NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

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WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	20.2
General Service, GS	17.0
Meter Test Deposit	20.3
Miscellaneous Service Charges	20.1
Residential Service, S.O. A.P., 242	18.0
" " Suwannee Valley Estates.....	18.1
Service Availability Fees and Charges	29.0

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Sec./Tres.

NAME OF COMPANY Consolidated Water Works

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
APPLICABILITY - For water service to all Customers for which no other schedule applies.
LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 9.41
	1"	23.52
	1 1/2"	47.04
	2"	75.26
	3"	150.53
	4"	235.20
	6"	470.40
	Gallage Charge Per 1,000 Gallons	\$ 4.29

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - November 1, 2001

TYPE OF FILING - SARC

Jack Espensho
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Sec./Tres.

NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY** - Available throughout the area served by the Company.
- APPLICABILITY** - For water service to all Customers for which no other schedule applies.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD** - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 9.41
	1"	23.52
	1 1/2"	47.04
	2"	75.26
	3"	150.53
	4"	235.20
	6"	470.40
	Gallage Charge Per 1,000 Gallons	\$ 4.29

- MINIMUM CHARGE** - Base Facility Charge
- TERMS OF PAYMENT** - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE** - November 1, 2001
- TYPE OF FILING** - SARC

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ORIGINAL SHEET NO. 18.1

NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

RESIDENTIAL SERVICERATE SCHEDULE RS

AVAILABILITY - Available throughout the Suwannee Valley Estates service area of the company.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units for the Suwannee Valley Estates customers only.

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

BILLING PERIOD - Month

RATE - \$12.00 Flat Rate

MINIMUM CHARGE - \$12.00

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

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Sec./Tres.
TITLE

NAME OF COMPANY Consolidated Water Works

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>25.00</u>
Normal Reconnection Fee	\$ <u>25.00</u>
Violation Reconnection Fee	\$ <u>25.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>25.00</u>

meter installation —

*\$ 75.00 net income goes
Cont to cost
CTAC*

EFFECTIVE DATE - November 1, 2001

TYPE OF FILING - SARC

*late fee agenda 12/11
then approved in Jan 02*

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NAME OF COMPANY Consolidated Water Works

WATER TARIFF

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$22.50</u>	<u>None</u>
1"	<u> </u>	<u> </u>
1 1/2"	<u> </u>	<u> </u>
Over 2"	<u> </u>	<u> </u>
Amount of Deposit.S.V.E.	<u>\$24.00</u>	

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of N/A each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE - November 1, 2001

TYPE OF FILING - SARC

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NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE - November 1, 2001

TYPE OF FILING - SARC

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NAME OF COMPANY Consolidated Water Works, Inc.

WATER TARIFF

Held For Future Use

75 meter install fee
length lot or place
vehicle

25 unid fee
75 install new cost.

~~If not part of meter~~
25 disconnect
75 install fee
5 case fee

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NAME OF COMPANY Consolidated Water Works

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides water service to three small communities (Shady Oaks, Azalea Park, and 242 Village) near Lake City, Florida. Service is provided to single family homes, a small convenience store and two churches.

The service area is basically built out and no growth is expected. As a result, expansion of the existing facilities is not anticipated or expected.

In the past, the utility charged \$250 per connection in the Shady Oaks section and \$200 per connection in the Azalea Park and 242 Village sections. The fees were established and charged prior to the Public Service Commission obtaining jurisdiction of Columbia County. These charges were never incorporated into the utility's tariff in Docket No. 840250-WU, the Commission discontinued these charges and established a meter installation fee. This fee includes the cost of the meter, meter parts, labor, service lateral, and installation. This is a one-time charge for new service connections.

Suwannee Valley Estates has been charging \$300.00 for this service.

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First Revised Sheet No. 29.0
 Cancel Original Sheet No. 29.0

Consolidated Water Works, Inc.

SCHEDULE OF FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Sheet No.</u>
<u>Water</u>		
<u>Applicable to Shady Oaks, Azalea Park & 242 Village</u>		
Meter Installation Fee		28.0
5/8" X 3/4"	\$75.00	
Over 5/8" X 3/4"	Actual Cost	
Customer Connection (Tap-in) Charge		28.0
5/8" X 3/4" metered service	(1)	
Over 5/8" X 3/4" metered service	(1)	
<u>Applicable to Suwannee Valley Estates Only</u>		
Water Meter Installation Fee per ERC	\$200.00	

(1) Included in the meter installation fee.

Effective Date:
 Type of Filing—Transfer

Jack Espenship
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ORIGINAL SHEET NO. 29.1

Consolidated Water Works, Inc.

SCHEDULE OF FEES AND CHARGES

Water

"Held for Future Use"

EFFECTIVE DATE:

TYPE OF FILING: Transfer of facilities and
amendment of certificate
Docket no. 930971-WU

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