

LAW OFFICES
MESSER, CAPARELLO & SELF
A PROFESSIONAL ASSOCIATION

215 SOUTH MONROE STREET, SUITE 701
POST OFFICE BOX 1876
TALLAHASSEE, FLORIDA 32302-1876
TELEPHONE: (850) 222-0720
TELECOPIERS: (850) 224-4359; (850) 425-1942
INTERNET: www.lawfla.com

February 15, 1999

ORIGINAL

RECEIVED-FPSC
00 FEB 15 PH 3:13
RECORDS AND
REPORTING

BY HAND DELIVERY

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

Re: Docket No. 990535-WU

Dear Ms. Bayo:

Pursuant to FPSC Order No. PSC-00-0248-PAA-WU, enclosed for filing on behalf of Florida Public Utilities Company in the captioned docket are an original and two copies of the following revised tariff sheets.:

1. Second Revised Sheet No. 1;
2. First Revised Sheet No. 3;
3. Third Revised Sheet No. 5;
4. Second Revised Sheet No. 17.1;
5. Fifth Revised Sheet No. 18;
6. Twenty-Second Revised Sheet No. 19;
7. Seventh Revised Sheet No. 20;
8. Twenty-Second Revised Sheet No. 22;
9. Twenty-Third Revised Sheet No. 23;
10. First Revised Sheet No. 24;

MAA _____
APP _____
CAF _____
CMU _____
CTR _____
EAG _____
LEG _____
MAS _____
OPC _____
RRR _____
SES _____
VAV _____
OTH _____

RECEIVED & FILED

Mess
BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

~~02023~~ FEB 15 8

FPSC-RECORDS/REPORTING

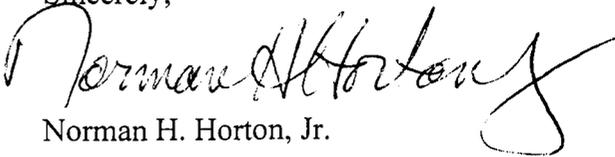
Ms. Blanca Bayo
February 15, 2000
Page 2

11. Original Sheet No. 24.1;
12. First Revised Sheet No. 25;
13. Original Sheet No. 25.1;
14. Original Sheet No. 26; and
15. Original Sheet No. 27.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman H. Horton, Jr.", written in a cursive style.

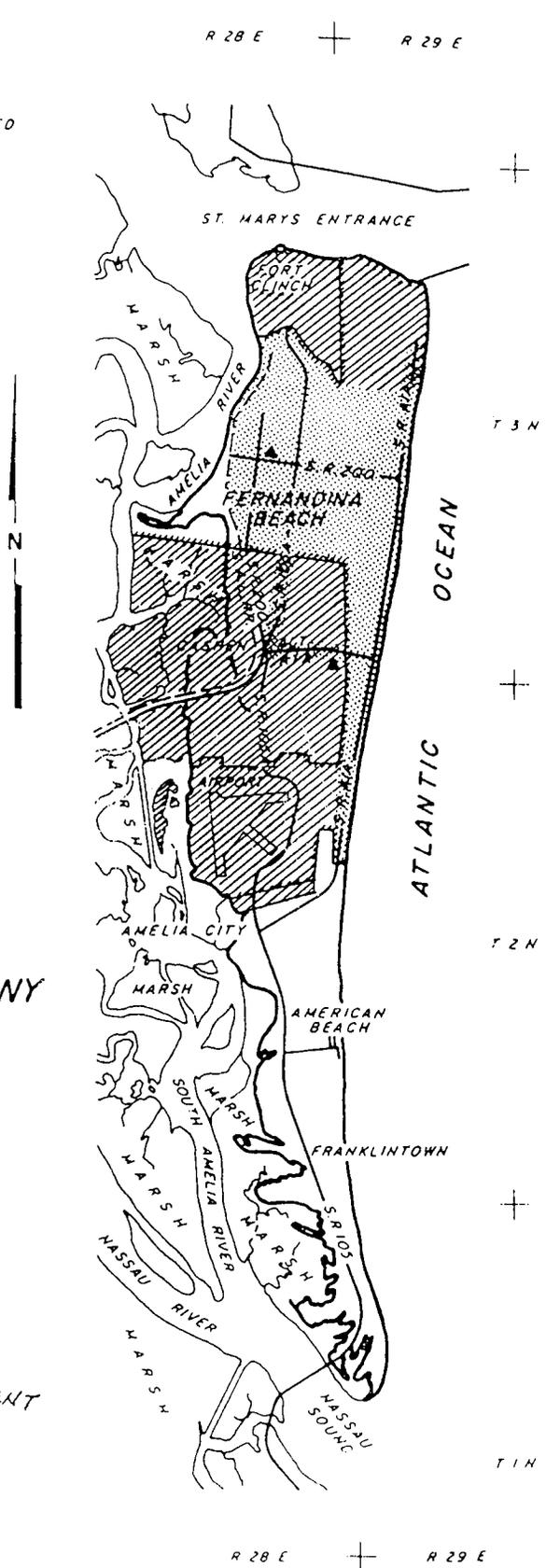
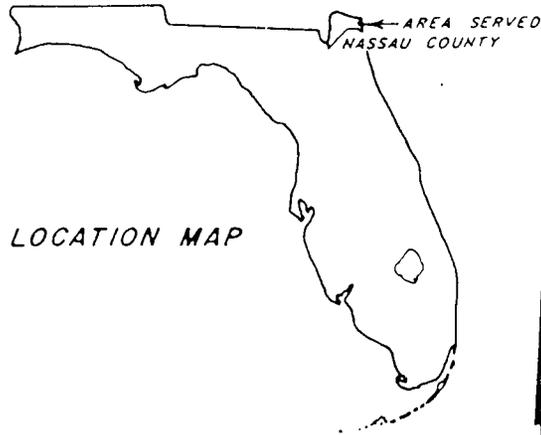
Norman H. Horton, Jr.

NHH/amb
Enclosure
cc: Mr. George Bachman

F.P.U.C. WATER TARIFF
ORIGINAL VOLUME NO. I
OF
FLORIDA PUBLIC UTILITIES COMPANY
FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

TERRITORY SERVED

The Company's water operations are located on Amelia Island in Nassau County, Florida. The Company supplies water to the City of Fernandina Beach and to the unincorporated area adjacent to the Corporate Limits of the City of Fernandina Beach.



FLORIDA PUBLIC UTILITIES COMPANY
 WATER SYSTEM MAP
 FERNANDINA BEACH DIVISION

LEGEND

-  APPROXIMATE SERVICE AREA
-  CORPORATE LIMIT
-  PRINCIPAL ROADS
-  RAILROAD
-  WATER PLANTS
-  SERVICE AREA ADJACENT TO CORPORATE AREAS

SCALE 1 1/2 0 1 MILES



TECHNICAL TERMS AND ABBREVIATIONS

When used in the rules and regulations or the rate schedules contained in this volume, the following terms shall have the meanings defined below:

- A. Company - Florida Public Utilities Company acting through its duly authorized officers or employees within the scope of their respective duties.
- B. Applicant - any person, firm, or corporation applying for water service from the Company at one location.
- C. Customer - any person, firm, or corporation purchasing water service at one location from the Company under the Rules and Regulations of the Company.
- D. Service Classification
 - 1) Residential Service - metered service for all purposes in private residences and individually metered apartment units.
 - 2) General Service - metered service to any customer for which no other schedule applies.
 - 3) Fire Hydrant Service - unmetered service including use of company-owned hydrant for non-public fire protection.
 - 4) Automatic Sprinkler Service - unmetered service to customer-owned automatic sprinkler system for non-public fire protection.

RULES AND REGULATIONS (Continued)

18. Miscellaneous Service Charges

A. Initial Connection

When service is initiated at a location where service did not exist previously

	<u>Charge</u>
Regular Business Hours	\$ 12.00
After Business Hours	\$ 12.00

B. Normal Reconnection

When service is transferred to a new customer at the same location or reconnection of service subsequent to a customer requested disconnection.

	<u>Charge</u>
Regular Business Hours	\$ 12.00
After Business Hours	\$ 12.00

C. Violation Reconnection

When service has been disconnected for cause including delinquency in bill payments.

	<u>Charge</u>
Regular Business Hours	\$ 12.00
After Business Hours	\$ 18.00

D. Premises Visit Charge (in Lieu of Disconnection)

When Company's representative visits customer's premises for the purpose of discontinuing service for non-payment of a due and collectible bill and does not discontinue service because of customer pays the service representative or otherwise make satisfactory arrangements to pay the bill.

	<u>Charge</u>
Regular Business Hours	\$ 8.00

INDEX OF RATE SCHEDULES

<u>Item</u>		<u>Sheet No.</u>
Rate Schedules		
Schedule No. 1-FW	Residential Service	19
Schedule No. 2-FW	General Service	20
Schedule No. 4-FW	Fire Hydrant Service	22
Schedule No. 5-FW	Automatic Sprinkler System Service	23

RATE SCHEDULES NO. 1-FW
RESIDENTIAL SERVICE (RS)

Availability

Availability within the territory served by the Company on Amelia Island in Nassau County, Florida.

Applicability

Metered water service applicable for all purposes in private residences and individually metered apartment units.

Monthly Rate

Base facility charge (per meter):

5/8" meter	\$ 8.57
1" meter	\$ 21.43
2" meter	\$ 68.56
3" meter	\$128.55
4" meter	\$214.25

Commodity Charge: (Charge per CCF)

0 – 10 CCFs	\$.87
10 – 25 CCFs	\$ 1.09
Over 25 CCFs	\$ 1.31

Minimum Bill

The monthly bill shall be the above base facility charge.

Terms of Payment

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

Terms of Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to water service and the General Rules and Regulations of the Commission.

Type of Filing

Water Rate Case Docket Number 990535-WU.

Effective Date

For services rendered on or after March 1, 2000.

RATE SCHEDULES NO. 2-FW
GENERAL SERVICE (GS)

Availability

Availability within the territory served by the Company on Amelia Island in Nassau County, Florida.

Applicability

Metered water service applicable for all purposes to any customer for which no other schedule applies.

Monthly Rate

Base facility charge (per meter):

5/8" meter	\$ 8.57
1" meter	\$ 21.43
2" meter	\$ 68.56
3" meter	\$ 149.98
4" meter	\$ 257.10
6" meter	\$ 535.63
8" meter	\$ 771.30
10" meter	\$1,242.65

Commodity Charge: (Charge per CCF)

General Service (Commercial, Industrial,
Multiple Family Dwellings, & Public
Authority) All CCF's used \$ 1.04

Minimum Bill

The monthly bill shall be the above base facility charge.

Terms of Payment

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

Terms of Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to water service and the General Rules and Regulations of the Commission.

Type of Filing

Water Rate Case Docket Number 990535-WU.

Effective Date

For services rendered on or after March 1, 2000.

RATE SCHEDULE NO. 4-FW
FIRE HYDRANT SERVICE

Availability

Availability within the territory served by the Company on Amelia Island in Nassau County, Florida.

Applicability

Applicable to unmetered private fire hydrant service.

Character of Service

Private fire hydrant service using Company-owned facilities.

Monthly Rate

Per each fire hydrant installed and in service:

4" hydrant	\$ 81.39
5" hydrant	\$ 124.02
6" hydrant	\$ 167.97

Minimum Bill

Same as monthly rate.

Terms of Payment

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

Terms of Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to water service and the General Rules and Regulations of the Commission.

Type of Filing

Water Rate Case Docket Number 990535-WU.

Effective Date

For services rendered on or after March 1, 2000.

RATE SCHEDULE NO. 5-FW
AUTOMATIC SPRINKLER SYSTEM SERVICE

Availability

Availability within the territory served by the Company on Amelia Island in Nassau County, Florida.

Applicability

Applicable to unmetered private automatic sprinkler system service.

Character of Service

Unmetered water service to customer-owned automatic sprinkler systems.

Monthly Rate

For each Sprinkler system connection in service:

2" fire line	\$ 5.71
4" fire line	\$ 21.43
6" fire line	\$ 44.64
8" fire line	\$ 64.28
10" fire line	\$ 103.55

Minimum Bill

Same as monthly rate.

Terms of Payment

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

Terms of Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to water service and the General Rules and Regulations of the Commission. For each connection, the Company will tap the main, install a shut-off valve and extend the line to the Customer's property line.

Type of Filing

Water Rate Case Docket Number 990535-WU.

Effective Date

For services rendered on or after March 1, 2000.

FLORIDA PUBLIC UTILITIES COMPANY
EXTENSION OF FACILITIES AGREEMENT

This Agreement executed in duplicate as of the _____ day of _____ A.D. 20____, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Company", party of the first part, and _____, hereinafter referred to as the "Customer", party of the second party, witnesseth:

Whereas, the Customer is desirous of securing an extension or increase of the facilities of the Company as hereinafter described; and whereas, the Company is willing to make such extension or increase.

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Company will extend or increase its facilities as follows:

See Note 1.

The Company will commence the extension or increase of its facilities forthwith after the execution of this Agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible; provided, however, that the parties expressly agree that the Company shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Company.

2. To compensate the Company for the cost and expense of the aforesaid extension or increase of its facilities, the Customer simultaneously with the execution of this Agreement has paid to the Company the sum of \$_____, the receipt of which hereby is acknowledged by the Company. The parties agree that said sum was paid by the Customer to and received by the Company without the right of any rebate, credit, reduction or adjustment in favor of either party.

3. The parties agree that the Company shall at all time have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Company shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other customers of the Company.

EXTENSION OF FACILITIES AGREEMENT
(Continued)

4. After the extension or increase of the facilities described above, the Customer agrees that subject to all applicable terms, provisions, rights, duties and penalties, the Customer will in the usual manner and at the usual times pay for the utilities and services delivered to the Customer by means of the extended or increase facilities at the regular franchise or at special contract rates, whichever is applicable.

5. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Customer may not transfer or assign all or any part of this Agreement or any right which he may obtain hereunder without first obtaining the written consent of the Company.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

Customer _____

FLORIDA PUBLIC UTILITIES COMPANY

By _____
Title

By _____
Its Agent

Note 1:

Commencement of construction is contingent upon the following:

1. Right-of-way completely cleared, destumped and within 6" of final grade.
2. Complete installation of sewer and water systems.
3. Conveyance of easements.

FLORIDA PUBLIC UTILITIES COMPANY
DEPOSIT OF FACILITIES AGREEMENT

This Agreement, executed in duplicate as of the _____ day of _____ A.D. 20____, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the Company, party of the first part, and _____, hereinafter referred to as the "Customer", party of the second party, witnesseth:

Whereas, the Customer is desirous of securing an extension or increase of the facilities of the Company as hereinafter described; and whereas, the Company is willing to make such extension or increase;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Company will extend or increase its facilities as follows:

See Note 1.

The Company will commence the extension or increase of its facilities forthwith after the execution of this Agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible; provided, however, that the parties expressly agree that the Company shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Company.

2. To compensate the Company for the cost and expense of the aforesaid extension or increase of its facilities in accordance with the Company's Rules and Regulations for extensions, the Customer simultaneously with the execution of this Agreement has paid to the Company the sum of \$_____, the receipt of which hereby is acknowledged by the Company. The parties agree that said sum was paid by the Customer to and received by the Company in accordance with the Company's Rules and Regulations for service requiring extension of facilities within the service area of the Company in _____ County, Florida. The Company's Rules and Regulations as filed with and approved by the Florida Public Utilities Commission are made a part of this Agreement.

3. The parties agree that the Company shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Company shall have the sole and exclusive right to use the extended or increase facilities for the purpose of serving other customers of the Company.

DEPOSIT OF FACILITIES AGREEMENT
(Continued)

4. After the extension or increase of the facilities described above, the Customer agrees that subject to all applicable terms, provisions, rights, duties and penalties, the Customer will in the usual manner and at the usual times pay for the utilities and services delivered to the Customer by means of the extended or increase facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Utilities Commission.

5. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Customer may not transfer or assign all or any part of this Agreement or any right which he may obtain hereunder, without first obtaining the written consent of the Company.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

Customer _____

FLORIDA PUBLIC UTILITIES COMPANY

By _____
Title

By _____
Its Agent

Note 1:

Commencement of construction is contingent upon the following:

1. Right-of-way completely cleared, destumped and within 6" of final grade.
2. Complete installation of sewer and water systems.
3. Conveyance of easements.

APPLICATION FOR WATER SERVICE

DATE _____

APPLICATION NUMBER _____

NAME OF APPLICANT _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER _____

STREET ADDRESS OF WATER SERVICE LOCATION _____

LOT NUMBER _____ DATE SERVICE IS NEEDED _____

SIZE OF SERVICE NEEDED: 5/8" _ 1" _ 2" _ 3" _ 4" _ OTHER _____

TYPE OF SERVICE: GENERAL ___ AUTOMATIC SPRINKLER SYSTEM ___

FIRE HYDRANT SERVICE ___

WILL SERVICE BE USED FOR: RESIDENTIAL ___ COMMERCIAL ___

IF THIS SERVICE IS TO BE USED FOR IRRIGATION, WATER USAGE FLOWS MUST BE
CALCULATED AND RETURNED WITH THE APPLICATION. A BACK FLOW PREVENTION DEVICE
MUST BE INSTALLED ON THE SERVICE TO COMPLY WITH FLORIDA PUBLIC UTILITIES
COMPANY CROSS CONNECTION CONTROL PROGRAM.

PRINT NAME: _____

SIGNATURE OF APPLICANT _____

APPLICATIONS FOR REAL ESTATE DEVELOPMENTS, SUBDIVISIONS AND LARGE INDUSTRIES
MAY REQUIRE ADDITIONAL INFORMATION AND PLOT PLANS. FLORIDA PUBLIC UTILITIES
COMPANY WILL CONTACT THE APPLICANT IF ANY ADDITIONAL INFORMATION IS REQUIRED.

ADDITIONAL INFORMATION: _____

**ALL WATER METER BOXES MUST BE SET 2" WITHIN FINAL GRADE BEFORE FPUC WILL SET
THE METERS.**

**FLORIDA PUBLIC UTILITIES COMPANY WILL RESPOND TO THIS APPLICATION, IN WRITING,
WITHIN THIRTY (30) DAYS OF RECEIPT OF THE APPLICATION.**

PRICES QUOTED BY FPUC ARE GOOD FOR SIXTY DAYS OF DATED RESPONSE.

AGREEMENT FROM RESIDENTIAL SUBDIVISION
AND/OR COMMERCIAL PROPERTIES
DEVELOPER AS TO LOCATIONS OF WATER FACILITIES

Whereas, the undersigned has made formal application for water service to serve subdivisions or portions thereof, described as follows:

And whereas; the Florida Public Utilities Company is willing to furnish water service, by installing facilities on public roads as designated in the record plat mentioned above, provided the developer agrees to the conditions stated below:

In consideration of the premises and the construction and maintenance of said electric and/or water lines by the Florida Public Utilities Company, the undersigned, as owners, do hereby agree that is, at any time during ownership or connection with the properties described above, the record plat is altered either by re-plat or deed description and/or property monuments are placed incorrectly by agent of the owner, which alteration necessitates the relocation of any water facilities, the undersigned will pay to the Florida Public Utilities Company all costs, to make necessary relocation and adjustments.

Witness out hands and seals this _____ date of _____, A.D. 20____,
at _____.
(Mailing address)

Signed, sealed and delivered in
presence of:

_____ the
(Name of Company)

By _____
Its _____

Attest: _____
Its Secretary

(Affix Corporate Seal)

(Space for signatures if unincorporated)

Signed, sealed and delivered in
the presence of

_____ (Seal)

_____ (Seal)