

ORIGINAL

RECEIVED-PPSC



04 MAY 21 AM 10:50

COMMISSION CLERK

Water and Wastewater Utility Operations, Maintenance, Engineering, Management

May 19, 2004

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check

Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DISTRIBUTION CENTER
04 MAY 21 AM 9:53

RE: Docket No: 030458-WU
Holiday Utility Company, Inc / Pasco County
Application for Majority Control and amendment
Certificate No. 222-W

Dear Commission:

Please find the information below and items enclosed in response to your letter dated April 19, 2004:

Deficiencies:

Item 1: Multiple copies of 99 year lease enclosed indicating "Holiday Utility Company, Inc." with recorded quit claim deed indicating ownership of same by Holiday Waterworks Corporation who is the land owner. The lease agreement is being recorded in the county records and multiple copies will be forwarded under separate cover. We are also waiting for the title insurance policy to come through so that it can be forwarded as well. The easement agreement which referenced "Holiday Utilities, Inc" cannot be changed, therefore; I have sent registration of fictitious name to the State of Florida Department of State, Division of Corporations indicated that "Holiday Utilities" be registered as a d/b/a - "doing business as" entity of Holiday Utility Company. Copy of that filing is enclosed and was forwarded overnight on 5/13/04 to the Department of State.

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- RCA _____
- SCR _____
- SEC 1
- OTH +cover Htr.

Item 2: Additional fee enclosed as requested.

Item 3: Notices mailed 4/14-4/16/04, newspaper notice published 3/31/04. It is my understanding that the noticing is to be duplicated, this is in process and an additional legal notice was forwarded to the Commission for approval as requested.

4939 Cross Bayou Boulevard * New Port Richey, Florida * 34652
Tel: 7274-848-8292 * Fx: 727-848-7701 * Toll Free: 866-753-8292

DOCUMENT NUMBER-DATE

05845 MAY 21 3

FPSC-COMMISSION CLERK

Page Two
RE: HolUtilCo 4/19/03 Corr
05/13/04

Item 4: Hardcopy of requested map enclosed.

Other required information:

Item 1: Tariff enclosed in new format. Pages all marked "original" by instructions of Stephanie Clapp.

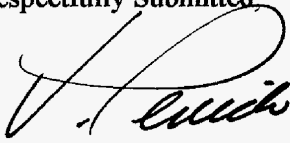
Item 2: List of corporate officers enclosed for both Holiday Utility Company, Inc. and Holiday Waterworks Corporation, the owner/parent corporation.

Item 3: Services are contracted, agreement enclosed.

Item 4: It is my understanding that the amendment to certificate as filed, with appropriate territory description, corrects the services occurring outside the territory which was originally placed on the order for this utility.

I am hopeful that this information answers the remaining questions for the office of the FPSC. You may contact me at 727-848-8292 ext.223 , 727-639-5522 cell phone or by email at VPenick@uswatercorp.com.

Respectfully Submitted



Victoria Penick
Administrative Services Director

cc: Gary Deremer

Enc.

RE: Holiday Utility Company, Inc.

Deficiencies: Item 1

Corrected 99 year lease. - *being recorded*
Owners recorded deed. - *Title search pending*
**Copy of Filing for d/b/a "Holiday Utilities" relating to identification on
easement.**

DOCUMENT NUMBER-DATE

05845 MAY 21 8

FPSC-COMMISSION CLERK

LAND LEASE AGREEMENT

This agreement made as of the 1st day of May 2003 is between **Holiday Waterworks Corporation** (hereinafter called **The Owner**) and **Holiday Utility Company, Inc.** (hereinafter called **The Utility**). The Owner leases to The Utility the right to withdraw water from the water supply facilities on the property located within the Anclote Section of the Utility System per Exhibit A, and Owned by Holiday Waterworks Corporation, under the following conditions:

- TERM:** 1. The initial term of this lease shall be **99 (ninety nine) years**, beginning **May 1st, 2003**, and ending **Noón April 30th, 2102**.
- POSSESSION:** 2. If there is a delay in delivery of possession by Owner, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then The Utility may void this agreement and have full refund of any deposit. Owner shall not be liable for damages for delay in possession.
- LEASE:** 3. Land Lease shall be payable by The Utility to The Owner at the rate of **Fourteen Thousand Four Hundred and 00/100 Dollars, (\$14,400.00) annually** with applicable sales tax with lawful money of the United States. Annual base rate will increase on the anniversary date each year of the lease by rate of each annual Consumer Price Index as listed by the United States Government Department of Labor. The lease shall be payable monthly in advance. During year one, lease is payable at a rate of **One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per month** and an additional amount is due totaling **Seventy Two 00/100 Dollars (\$72.00) per month** for applicable **6% Florida State Sales Tax**. The Utility agrees to pay \$35 for each dishonored check. This lease is identified as a "Net/Net" lease and the Utility is responsible for all costs associated with said land including but not limited to Property Taxes, Special City, County or State assessments, Insurances, etc.
- CANCELLATION:** 5. If the lease payment called for in paragraph 3 hereof has not been paid by the tenth (10th) of the month, then The Owner shall automatically and immediately have the right to cancel this agreement with notice of intent provided to the Utility allowing a grace period of fifteen (15) days.
- INDEMNIFICATION** 6. The Utility agrees to indemnify The Owner against damage to the land leased by the utility and for The Utility's fulfillment of the conditions of this agreement, as well as personal injury to the public and provide liability insurance listing Owner as additionally insured.
- RENEWAL TERM:** 7. It is the intent of both parties that this lease is for a period of **Ninety Nine (99) Years** and that the last month's rent will apply only to the last month of the lease period. Should this lease be breached by The Utility, The Utility will owe rent through the last month of a five year period from the date of the breach.
- SUBLET:** 8. The Utility may not sublet or assign this lease without written consent of The Owner.
- FIRE AND CASUALTY:** 10. If land or wells become unusable by reason of fire, explosion, or by other casualty, The Owner may, at its option, terminate rental agreement or repair damages within 30 days. If The Owner does not do repairs within this time or if well structures are fully destroyed, the rental agreement hereby created shall be prorated from the date of the fire, explosion, or other casualty to the date of reoccupancy. The date of reoccupancy shall be the date of notice that residence is ready for occupancy.
- HOLD OVER:** 11. The Utility shall deliver possession of the land and any improvements thereon, in good order and repair to The Owner upon termination or expiration of this agreement.

RIGHT OF ACCESS:

12. The Owner and its representatives shall have the right of access to leased property for inspection, repair or maintenance, at any time. The Owner has the right to utilize the property by any means that does not interfere with The Utility's intended use of well water withdrawal, well operations, well maintenance or well enclosure maintenance. In case of emergency, The Owner may enter the premises at any time to protect life and prevent damage to the property.

USE:

13. This agreement shall secure to the utility the right to withdraw water from the land referenced herein via water wells existing on said property. Said land shall not be occupied under any circumstances by The Utility. The land shall be used so as to comply with all state, county, and municipal laws and ordinances. The Utility shall not use land or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with preservation of the land, the wells, or any improvements thereof.

PROPERTY LOSS:

14. The Owner shall be held harmless and shall not be liable for damage to any property of any type associated with or belonging to The Utility, for any reason or cause whatsoever.

CONDEMNATION:

15. In the event that the property covered by this Lease is taken in whole or in part by condemnation proceedings or eminent domain, or in the event that Lessor and Lessee shall convey all or a part of said premises in avoidance or settlement or threat of such proceedings, at the time of taking of physical possession by the actual or proposed condemnor, the rent therefor shall abate in proportion to the value of the part condemned bears to the value of the rights assigned by this lease and access to premises. If the ability of the utility to continue to use the property for the purpose intended in this lease is not diminished, the lease will continue at full value.

FURTHER INDEMNIFICATION:

16. The Utility releases The Owner from liability for and agrees to indemnify The Owner against losses incurred by The Utility as a result of (a) The Utility's failure to fulfill any condition of this agreement; (b) any damage or injury happening on or about the property or premises to the general public or The Utility's invitees or licensees; (c) The Utility's failure to comply with any requirements imposed by any governmental authority; (d) any judgment, lien, or other encumbrance filed against property as a result of The Utility's action.

FAILURE OF MANAGEMENT TO ACT:

17. Failure of Owner to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

REMEDIES CUMULATIVE:

18. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by either party, each party shall be responsible for its own expense, and all expenses incurred in connection representation, including but not limited to filings, legal counsel, arbitration or mediation.

NOTICES:

19. Any notice required by this agreement shall be in writing and shall be delivered personally or mailed by registered or certified mail.

The Owner:
Holiday Waterworks Corporation
4939 Cross Bayou Boulevard
New Port Richey, FL 34652

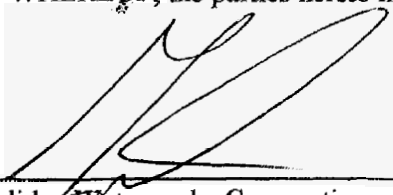
The Utility:
Holiday Utility Company, Inc.
PO Box 398
New Port Richey, FL 34652

- REPAIRS:** 20. The Utility will make necessary repairs to the wells to maintain proper operation. The Utility shall make all necessary repairs to the well buildings and keep premises in a safe, clean, and sanitary condition. The Utility shall make contact with all repair or service people and will be responsible for paying all charges associated with same. The Utility may not remodel or paint or structurally change, nor remove any fixture or piece of equipment there from land or buildings thereon without written permission from the Owner. All improvements shall become the property of the Owner.
- ABANDONMENT:** 21. The Utility shall not remove or attempt to remove property from the premises, other than in the usual course of continuing occupancy, without permission of The Owner. The Owner shall have the right to store or dispose of any of The Utility's property remaining on the premises after the termination of this agreement. Any such property shall be considered The Owner's property and title thereto shall vest in The Owner. No changes shall be made to any structure or wells on the premises without written permission of the owner.
- RULES AND CLARIFICATIONS:** 22. (a) Signs: The Utility shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building without permission of The Owner.
- (b) Locks: It is noted that The Utility must have control of the property and subsequent wells in order to meet regulatory guidelines that cover Utility Operation in Florida. Owner shall have access to the property during inspections arranged with the Utility and with Utility personnel present. All keys must be presented to The Owner of the premises upon termination of the occupancy.
- (c) Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.
- (d) Radio or television aerials shall not be placed or erected on the roof or exterior of the well houses or on the land.
- (e) Parking: Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by The Owner at the expense of The Utility owning same, for storage or public or private sale, at The Owner's option, and The Utility owning same shall have no right of recourse against The Owner therefore.
- (f) Storage: No goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the land itself. Storage in all such areas shall be at The Utility's risk and The Owner shall not be responsible for any loss or damage.
- (g) No changes to land or buildings contained thereon, will be permitted without permission of The Owner.
- (h) Any improvements to said premises shall become property of the owner.
- (i) Cost of operation of the wells including but not limited to Licensed Utility Operations, Chemicals required and maintenance cost of pumping equipment and wells, is the responsibility of The Utility.
- ENTIRE AGREEMENT:** 23. This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this lease agreement is invalid, for any reason, such invalidity shall not void the remainder of the lease agreement.
- SUCCESSORS:** 24. This Lease shall be binding upon and shall enure to the benefit of the parties hereto, their assigns, heirs, successors and personal representatives.

**REMEDIES OF
DEFAULT:**

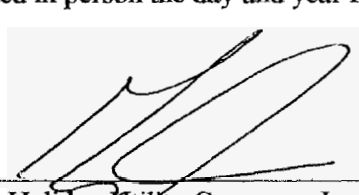
25. Should there be a default, discrepancy of definition or circumstance that cannot be resolved between Lessee and Lessor, mediation through arbitration will be required. Venue will be held in Pasco County, Florida. Both Lessor and Lessee with select separate mediators, who will then select a third mediator unfamiliar with Lessor and Lessee. Lease payment shall continue during the mediation period and shall be paid to Lessor as scheduled.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year first above written.


Accepted by: _____
OWNER – Holiday Waterworks Corporation

Print: Gary Deveney
Title: President

Witness: J. Penick


Accepted by: _____
THE UTILITY – Holiday Utility Company, Inc.

Print: Gary Deveney
Title: President

Witness: J. Penick

LAND PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") dated the 25 day of April, 2003 (the "Effective Date") between Holiday Waterworks Corp. and/or assigns (the "Buyer"), at P.O. Box 398, New Port Richey, Florida 34652, and Elaine Mickler individually, and as Personal Representative of the Estate of Bartley L. Mickler, Deceased ("the Seller") at Holiday, Florida, sets forth the terms and conditions by which the Buyer shall acquire the property at Anclote, where the wells are located (see Exhibit "A"). The Buyer and Seller are referred to collectively as the "Parties".

RECITALS

WHEREAS, Seller desires to sell and Buyer desires to purchase the property at Anclote, where the wells are located (see Exhibit "A"), subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the covenants herein contained, the Parties agree as follows:

1. Purchase and Sale of Land: Subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Seller and the Seller agrees to sell, transfer, and deliver ~~to the Buyer~~, the land at Anclote, where the wells are located (see Exhibit "A"), by Quit-Claim Deed, on the Closing Date against receipt by Seller of the Purchase Price.

2. Purchase Price: In consideration for the sale of the land, the Buyer agrees to pay Seller Twenty Thousand and 00/100 Dollars (\$20,000.00), with one Thousand and 00/100 Dollars (\$1,000.00) down and the balance on or before April 30, 2003.

3. The Closing: The Closing of the transactions contemplated by this Agreement shall take place at ALLGOOD & MISEMER, P.A., 5645 Nebraska Ave., New Port Richey, Florida 34652, on April 30, 2003, however, such date may be extended by mutual agreement of the Buyer and Seller.

At the Closing, the Seller shall deliver to the Buyer, by Quit-Claim Deed, the land at Anclote where the wells are located (see Exhibit "A").

4. Representations and warranties of the Seller: the Seller represents and warrants that:

- (i) it has all the requisite power and authority to enter into this Agreement;
- (ii) the Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida;
- (iii) this Agreement and its consummation will not conflict with or result in a breach of the Company's bylaws.

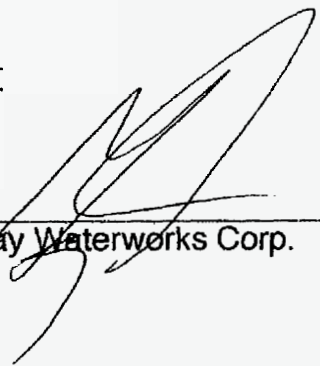
(iii) Governing law: This Agreement supersedes all previous agreements and understandings between the Parties and shall be governed by all construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Florida.

(iv) Default: In the event of a default, the non-defaulting party shall be entitled to its cost of enforcing its rights, including court costs, arbitration costs, and attorney fees.

(v) Modification and Waiver: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous agreements, representations and understandings with the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties making the waiver.

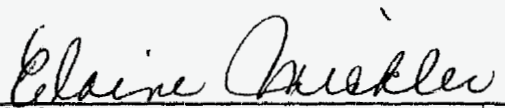
IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is effective as of the date first written above.

Buyer

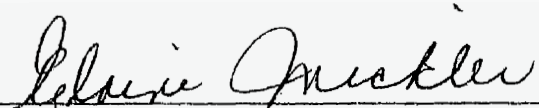


Holiday Waterworks Corp.

Sellers



Elaine Mickler
as Personal Representative of the
Estate of Bartley L. Mickler, deceased.



Elaine Mickler
Individually

Executed by Buyer on
April 25th, 2003

Executed by Seller on
April 25th, 2003



Rcpt: 773745 Rec: 10.50
DS: 0.70 IT: 0.00
04/15/04 *SOL* Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
04/15/04 09:56am 1 of 2
OR BK 5808 PG 1866

2
4

R

Return to and prepared by
KENNETH R. MISEMER
ALLGOOD & MISEMER, P.A.
5645 Nebraska Avenue
New Port Richey, FL 34659

Parcel 34-26-15-0010-00100-0000

QUIT CLAIM DEED

This Indenture made this 22nd day of November, A.D. 2003,

Between ELAINE MICKLER, individually and as Personal Representative of the Estate of Bartley L. Mickler, deceased, 3130 Shipwatch Drive, Holiday, FL 34691, party of the first part,

And HOLIDAY WATERWORKS CORP., 2202 Bailey's Bluff Road, Holiday, FL 34691, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration Ten Dollars and other valuable considerations, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Pasco, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A"

THIS INSTRUMENT IS A CORRECTIVE INSTRUMENT MADE FOR THE PURPOSES OF CORRECTING THE GRANTEE'S NAME, WHICH WAS INCORRECTLY STATED DUE TO A SCRIVENER'S ERROR IN THE ORIGINAL QUIT CLAIM DEED RECORDED IN OR BOOK 5358, PAGE 368 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. THE CORRECT NAME OF GRANTEE IS AS SHOWN HEREIN:

To Have and To Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part have hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered
In Our Presence:

Ralph Annett
J. P. [Signature]

Elaine E. Mickler
Elaine Mickler, Individually
and as Personal Representative
of the Estate of Bartley L.
Mickler, deceased

This instrument was prepared from information furnished by the parties hereto without benefit of title examination.

Exhibit A

OR BK 5808 PG 1867
2 of 2

DESCRIPTION:

A PORTION OF THE TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 35; THENCE RUN ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, NORTH 87°42'53" WEST, 15.00 FEET; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF THE ORIGINAL 15.00 FOOT TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION RIGHT-OF-WAY IN SECTION 34, NORTH 01°27'28" EAST, 49.21 FEET; THENCE NORTH 89°07'33" EAST, 283.01 FEET; THENCE NORTH 00°52'27" WEST, 372.19 FEET; THENCE NORTH 89°07'33" EAST, 517.35 FEET; THENCE SOUTH 00°52'27" EAST, 422.19 FEET; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, ALSO BEING THE NORTH BOUNDARY LINE OF GULF VIEW HEIGHTS AND THE EASTERLY EXTENSION THEREOF AS SHOWN ON PLAT RECORDED IN PLAT BOOK 3, PAGE 63 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SOUTH 89°07'33" WEST, 787.38 FEET TO THE POINT OF BEGINNING.

THE WESTERLY 60.00 FEET THEREOF SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS.

CONTAINING 5.340 ACRES MORE OR LESS.



STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE OR OF PUBLIC RECORD IN THIS OFFICE, WITNESS MY HAND AND OFFICIAL SEAL THIS 15 DAY OF April 2004
JED PITTMAN, CLERK OF CIRCUIT COURT
BY Stacey [Signature] DEPUTY CLERK

REDACTED

HOLIDAY UTILITY COMPANY INC
4821 US HWY 19 SUITE 2
NEW PORT RICHEY, FL 34652

1014

DATE 5/13/04

63-1377/631

PAY TO THE ORDER OF

Florida Dept of state

\$ 80⁰⁰/₁₀₀

Eighty & 00/100

DOLLARS

 Security Features Details on Back.


MERCANTILE BANK
Port Richey, Florida 34668

FOR Fictitious Name Registration "Holy Whiskies"

[Signature]

MP

HOLIDAY UTILITY COMPANY, INC.

*PO Box 398
New Port Richey, Florida 34652
Ph: 727-848-8292 Fx: 727-848-7701*

May 13, 2004

Fictitious Name Registration
409 East Gaines Street
Tallahassee, Florida 32399

RE: Fictitious Name Filing

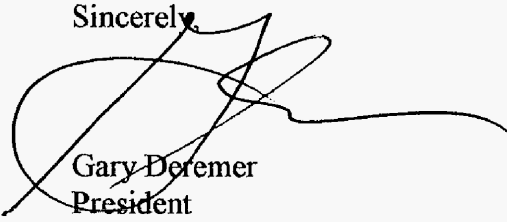
Dear Division:

Please find enclosed a registration form for filing fictitious name for our businesses. Payment is enclosed for the registration and also inclusive of certified copy.

If it is possible to accommodate a quick return of the documents filed, I am enclosing Fed Ex envelope and a mailing slip. The return Fed Ex shipment will be billed to our account.

Thank you for all consideration in this matter.

Sincerely,



Gary Deremer
President
Holiday Utility Company
Holiday Waterworks Corporation

FedEx® US Airbill
Express

FedEx Tracking Number

8467 0144 1401

1 From *Please print and press hard*
Date 5/13/04
Sender's Name *V. J. Jernick*
Sender's FedEx Account Number 2749-6052-3

2 Your Internal Billing Reference
First 24 characters will appear on invoice.
Company Name US WATER SERVICES CORP
Address 4939 CROSS BAYOU BLVD
City NEW PORT RICHEY State FL ZIP 34652-3434

3 To
Recipients Name
Company Division of Corporations
Recipients Address 409 E. GAVES STREET
Dept./Floor/Suite/Room

To request a package be held at a specific FedEx location, print FedEx address here.
Address
We cannot deliver to P.O. boxes or P.O. ZIP codes.
Dept./Floor/Suite/Room

City Tallahassee
State FL ZIP 32399

*John Slip Set
FedEx Bar*

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Questions? Visit our Web site at fedex.com
or call 1.800.GoFedEx 1.800.463.3339.

0277801223

598* Rev. Date 11/03 * Part # 95275 * © 1994-2003 FedEx * PRINTED IN U.S.A.

Sender's Copy

4a Express Package Service
Packages up to 150 lbs.
To meet locations
FedEx First Overnight Earliest next business morning
FedEx Standard Overnight Next business afternoon
FedEx Priority Overnight Next business morning
FedEx 2Day Second business day
FedEx Express Saver Third business day

4b Express Freight Service
Packages over 150 lbs.
To meet locations
FedEx 3Day Freight Third business day
FedEx 2Day Freight Second business day
FedEx 1Day Freight Next business day

5 Packaging
Declared value limit \$500
Call for confirmation.
FedEx Pak* Includes FedEx Small Pak
FedEx Envelope*
FedEx Box
FedEx Tube
Other

6 Special Handling
Include FedEx address in Section 3.
SATURDAY Delivery Available ONLY for
FedEx Priority Overnight, FedEx 2Day, FedEx 1Day Freight, and FedEx 2Day Freight to select ZIP codes.
HOLD Weekday at FedEx Location NOT Available for
HOLD Saturday at FedEx Location Available ONLY for
FedEx Priority Overnight and FedEx 2Day to select locations.
Does this shipment contain dangerous goods?
Yes per attached Shipper's Declaration not required
No
Dry Ice Dry Ice, UN 1845
Cargo Aircraft Only

7 Payment Bill to:
Enter FedEx Acct. No. or Credit Card No. below.
Sender's Acct. No. in Section 1 will be billed.
Recipient
Third Party
Cash/Check

8 Sign to Authorize Delivery Without a Signature
Total Packages
Total Weight
Total Declared Value
FedEx Use Only

466

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE.

RE: Holiday Utility Company, Inc.

Other Information Needed: Item 1

Sample Tariff

WATER TARIFF

HOLIDAY UTILITY COMPANY, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

HOLIDAY UTILITY COMPANY, INC.
NAME OF COMPANY

4939 Cross Bayou Boulevard
New Port Richey, Florida 34652
(ADDRESS OF COMPANY)

727-815-0730 / Emergency 727-848-8292
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

HOLIDAY UTILITY COMPANY, INC.
NAME OF COMPANY

WATER TARIFF

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| Service Availability Policy ----- | 26.0 |
| Standard Forms ----- | 20.0 |
| Technical Terms and Abbreviations ----- | 5.0 |
| Territory Authority ----- | 3.0 |

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 224-W

COUNTY – Pasco

COMMISSION ORDER(s) APPROVING TERRITORY SERVED –

| <u>Order Number</u> | <u>Date Issued</u> | <u>Docket Number</u> | <u>Filing Type</u> |
|---------------------|--------------------|----------------------|--------------------|
| 6780 | 07/17/75 | 73489-W | Original |
| 8080 | 12/05/77 | 770521-W | Amendment |

(Continued to Sheet No. 3.1)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

TERRITORY DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, FOR A POINT OF COMMENCEMENT; THENCE RUN NORTH ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 1,320 FEET MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 880 FEET MORE OR LESS TO THE WEST BOUNDARY OF BEACON SQUARE UNIT 13-B AS RECORDED IN PLAT BOOK 9, PAGE 119 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH ALONG SAID WEST BOUNDARY, A DISTANCE OF 220 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 1696 OF SAID UNIT 13-B; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID UNIT 13-B AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 13-A, AS RECORDED IN PLAT BOOK 9, PAGE 103 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 12 AS RECORDED IN PLAT BOOK 9, PAGE 70 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 2,864.48 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 1467 OF SAID UNIT 12; THENCE NORTH A DISTANCE OF 220 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1450 OF SAID UNIT 12; THENCE EAST, A DISTANCE OF 62.75 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1225 OF BEACON SQUARE UNIT 10-A AS RECORDED IN PLAT BOOK 9, PAGES 63 AND 64 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH A DISTANCE OF 85 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1225; THENCE EAST A DISTANCE OF 250.74 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 1229 OF BEACON SQUARE UNIT 11-A AS RECORDED IN PLAT BOOK 9 PAGE 73 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH A DISTANCE OF 85.51 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 1229; THENCE EAST A DISTANCE OF 40 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 1229; THENCE NORTH A DISTANCE OF 85.72 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 1229; THENCE EAST A DISTANCE OF 1,188.80 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1247 OF SAID UNIT 11-A; THENCE SOUTH A DISTANCE OF 92.00 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF SAID LOT 1247; THENCE EAST ALONG THE SOUTH

(Continued to Sheet 3.2)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.1)

BOUNDARY OF BEACON SQUARE UNIT 6 AS RECORDED IN PLAT BOOK 8, PAGE 139 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 6 AS RECORDED IN PLAT BOOK 8, PAGE 103 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 1 AS RECORDED IN PLAT BOOK 8, PAGE 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 1-A AS RECORDED IN PLAT BOOK 8, PAGE 112 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 2,631.97 FEET, MORE OR LESS TO THE WESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 55, SECTION 14030 (U.S. HIGHWAY NO. 19), AS IT IS NOW ESTABLISHED, TO A POINT OF BEGINING; THENCE SOUTH ALONG THE WESERLY RIGHT-OF-WAY OF STATE ROAD NO. 55, SECTION 14030 (U.S. HIGHWAY NO. 19), AS IT IS NOW ESTABLISHED, A DISTANCE OF 1,493 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF A FLORIDA POWER COMPANY CORPORATION EASEMENT AS RECORDED IN SUB PLAT BOOK 1, PAGES 69 AND 70 RECORDED IN PASCO COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID FLORIDA POWER COMPANY EASEMENT, A DISTANCE OF 2,355 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 17 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S30°00'0"W ALONG THE NORTH BOUNDARY OF SAID LOT 17, LOT 16 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LOT 15 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA A DISTANCE OF 154.06 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE S60°00'00"W ALONG THE NORTH BOUNDARIES OF LOTS 15 THROUGH 13 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA A DISTANCE OF 220 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE S30°00'00"W ALONG THE NORTH BOUNDARIES OF LOTS 12 THROUGH 7, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 415 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE S75°00'00"W A DISTANCE OF 160.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 6 OF WINDRIDGE OF GULF TRACE, AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S30°00'00"W A DISTANCE OF 400.00 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT A OF AMBLEWOOD OF GULF TRACE AS RECORDED IN PLAT BOOK 25, PAGE 78 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N75°00'00"W A DISTANCE OF 310.00 FEET, MORE OR LESS, TO THE NORTH CORNER OF SAID LOT A; THENCE N30°00'00"W, A DISTANCE OF 220.00 FEET, MORE OR LESS, TO THE

(Continued on page 3.3)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.2)

NORTHEAST CORNER OF LOT 6 OF AMBLEWOOD OF GULF TRACE AS RECORDED IN PLAT BOOK 25, PAGE 78 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S75°00'00"W, A DISTANCE OF 390.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 10 OF AMBLEWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 25, PAGES 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S30°00'00"W, A DISTANCE OF 310.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT D OF AMBLEWOOD OF GULFTRACE, AS RECORDED IN PLAT BOOK 25, PAGE 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N60°00'00"W, A DISTANCE OF 330.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 17 OF AMBLEWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 25, PAGES 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH ALONG THE EASTERLY BOUNDARY OF LOTS 19-23, AND 25-26, A DISTANCE OF 560.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 26 OF AMBLEWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 25, PAGES 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N60°00'00"W, A DISTANCE OF 360.00 FEET, MORE OR LESS, TO THE NORTH CORNER OF LOT 30 OF AMBLEWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 25, PAGES 78 THROUGH 84 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N00°27'46"E, A DISTANCE OF 186.78 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF LOT 21 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLOIRDA; THENCE S89°32'14"E, A DISTANCE OF 290.54 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF TRACT B OF GLENWOOD OF GULF TRACE AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH ALONG THE BOUNDARY OF SAID TRACT B, A DISTANCE OF 146.50 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID TRACT B; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID TRACT B, A DISTANCE OF 250.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 21 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N45°00'00"W, A DISTANCE OF 270.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 25 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 25, A DISTANCE OF 150.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 27 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N75°00'00"E, A DISTANCE OF 450.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 38 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N44°34'10"E, A DISTANCE OF 854.46 FEET, MORE OR LESS,

(Continued on page 3.4)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.3)

TO THE EAST CORNER OF LOT 45 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH, ALONG THE EAST BOUNDARY OF SAID LOT 45, A DISTANCE OF 99.90 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 45 OF GLENWOOD OF GULF TRACE, AS RECORDED IN PLAT BOOK 27, PAGES 1-9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH BOUNDARY OF LOT 1229 OF BEACON SQUARE UNIT 11-A AS RECORDED IN PLAT BOOK 9, PAGE 73 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 4.73 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 1229; THENCE NORTH A DISTANCE OF 85.72 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 1229; THENCE EAST A DISTANCE OF 1,188.80 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1247 OF SAID UNIT 11-A; THENCE SOUTH A DISTANCE OF 92.00 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF SAID LOT 1247; THENCE EAST ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 6 AS RECORDED IN PLAT BOOK 8, PAGE 139 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 6 AS RECORDED IN PLAT BOOK 8, PAGE 103 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 1 AS RECORDED IN PLAT BOOK 8, PAGE 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND ALONG THE SOUTH BOUNDARY OF BEACON SQUARE UNIT 1-A AS RECORDED IN PLAT BOOK 8, PAGE 112 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 2,831.97 FEET, MORE OR LESS TO THE WESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 55, SECTION 14030 (U.S. HIGHWAY NO. 19), AS IT IS NOW ESTABLISHED, TO A POINT OF BEGINING; THENCE SOUTH ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 2,268 FEET, MORE OR LESS, TO A POINT 380 FEET, MORE OR LESS, NORTH OF THE INTERSECTION OF SAID RIGHT-OF-WAY WITH SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE WEST A DISTANCE OF 700 FEET, MORE OR LESS TO POINT OF 380 FEET, MORE OR LESS, NORTH AND 530, MORE OR LESS, EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE SOUTH A DISTANCE OF 380 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 530 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 1/4 OF SAID SECTION 30, A DISTANCE OF 1,320 FEET, MORE OF LESS, TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 1/4 OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST, A DISTANCE OF 5,280 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF

(Continued on page 3.5)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.4)

THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 15 EAST, AND THE EAST LINE OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 15 EAST, A DISTANCE OF 7,016 FEET, MORE OR LESS TO THE NORTH EAST CORNER OF HOLIDAY LAKES WEST UNIT ONE AS RECORDED IN PLAT BOOK 26, PAGES 17 THROUGH 19 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, FOR A POINT OF BEGINNING, THENCE S89°54'27"W ALONG THE NORTH BOUNDARY OF HOLIDAY LAKES WEST UNIT ONE AS RECORDED IN PLAT BOOK 23, PAGES 17 THROUGH 19, AND HOLIDAY LAKES WEST UNIT TWO AS RECORDED IN PLAT BOOK 23, PAGES 97 AND 98, A DISTANCE OF 1,984 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID HOLIDAY LAKES UNIT TWO; THENCE S00°19'59"W ALONG THE WEST BOUNDARY OF SAID HOLIDAY LAKES WEST UNIT 2, A DISTANCE OF 799.98 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF HOLIDAY LAKES UNIT FOUR, AS RECORDED IN PLAT BOOK 25, PAGES 3 AND 4 OF THE PUBLIC RECORDS OF PASCO COUNTY; THENCE S89°54'27"W ALONG THE NORTH BOUNDARY OF SAID HOLIDAY LAKES WEST UNIT FOUR, A DISTANCE OF 946 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID HOLIDAY LAKES WEST UNIT 4; THENCE S00°09'54"W, ALONG THE EAST BOUNDARY OF SAID HOLIDAY LAKES UNIT FOUR, A DISTANCE OF 1,424.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE S.W. 1/4 OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 35 A DISTANCE OF 1693.59 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF TRACT 22 OF TAMPA TARPON SPRINGS LAND COMPANY SUBDIVISION OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 15 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 116 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY OF WHICH PINELLAS COUNTY FORMELY WAS A PART; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT 22 AND ITS SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 2,165 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE NORTH BANK OF THE ANCLOTE RIVER; THENCE MEANDER IN NORTHWESTERLY DIRECTION ALONG THE SAID MEAN HIGH WATER LINE, A DISTANCE OF 3,590 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF THE PROPERTY OWNED BY THE FLORIDA POWER CORPORATION, AS DESCRIBED IN THE FINAL JUDGEMENT OF CIVIL CIRCUIT NO. 2015 DATED FEBRUARY 23, 1971 AND RECORDED FEBRUARY 23, 1971 IN OFFICIAL RECORD BOOK NO. 531, PAGE 31, AS CLERKS INSTRUMENT NO. 263921 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH ALONG THE EASTERLY BOUNDARY OF SAID FLORIDA POWER COMPANY PROPERTY, A DISTANCE OF 7,950 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 15 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID TRACT 49 AND THE EAST BOUNDARY OF TRACT 64 OF THE TAMPA TARPON SPRINGS LAND COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 116, OF SAID SECTION 26, AS RECORDED IN THE

(Continued on page 3.6)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.5)

PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 2897 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF SAID SECTION 26; THENCE EAST ALONG SAID SOUTH BOUNDARY A DISTANCE OF 1309 FEET, MORE OR LESS, TO THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE SOUTH A DISTANCE OF 927 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARCEL 18, OF THE KEY VISTA SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 69, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE EAST ALONG SAID PARCEL 18, A DISTANCE OF 1310 FEET, MORE OR LESS TO THE EAST BOUNDARY OF SAID SECTION 35; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 35 A DISTANCE OF 2202 FEET, MORE OR LESS TO THE POINT OF BEGINNING; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 35, AND THE EAST LINE OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 15 EAST, A DISTANCE OF 8380 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

| <u>Name</u> | <u>Development Name</u> | <u>Rate Schedule(s) Available</u> | <u>Sheet No.</u> |
|----------------|-----------------------------|---|------------------|
| PASCO | Westwood | General Services Residential Services | 12.0 13.0 |
| PASCO/PINELLAS | Anclote | General Services Residential Services | 12.0 13.0 |

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, 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.
- 2.0 "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 HOLIDAY UTILITY COMPANY, INC. .
- 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 point of delivery 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.

(Continued to Sheet No. 5.1)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

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.

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.

15.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered services, or the point at which the Company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

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| Adjustment of Bills for Meter Error | 10.0 | 23.0 |
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(Continued to Sheet No. 6.1)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

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GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, 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.

(Continued on Sheet No. 8.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

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.

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. 9.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

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 - 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.

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.

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.

(Continued on Sheet No. 10.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

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.

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.

26.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to insure that the customer is not billed for any water usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.

(continued to Sheet No. 11.0)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from 10.0)

27.0 DISCONNECT BY RENTER/LESSEE: Should a premise becomes unoccupied, such as in the case of a renter moving and disconnecting service, or owner moving but maintaining ownership of premises, the service will be discontinued as instructed by either the lessee or the owner. The owner will however be liable for payment of the base facility charges on an ongoing basis as long as the residence remains unassigned to others through formal application procedures, in order for the company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

| | <u>Sheet Number</u> |
|---|---------------------|
| Customer Deposits | 16.0 |
| Fire Protection | 15.0 |
| General Service, GS | 13.0 |
| Meter Test Deposit | 17.0 |
| Miscellaneous Service Charges | 18.0 |
| Residential Service, RS | 14.0 |
| Service Availability Fees and Charges | 19.0 |

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

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

| RATE | <u>Meter Size</u> | <u>Base Facility Charge</u> |
|------|---|-----------------------------|
| | 5/8" | \$ 5.37 |
| | 1" | \$ 13.45 |
| | 1 1/2" | \$ 26.90 |
| | 2" | \$ 43.07 |
| | 3" | \$ 86.11 |
| | 4" | \$ 134.56 |
| | 6" | \$ 269.14 |
| | <u>General Service Gallonage Charge</u> | |
| | Per 1,000 Gallons | \$ 1.36 |

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. On the fifth day after mailing delinquent notice, and 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 of Majority Control

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

| RATE | <u>Meter Size</u> | <u>Base Facility Charge</u> |
|------|-------------------|-----------------------------|
| | 5/8" | \$ 5.37 |
| | 1" | \$ 13.45 |
| | 1 ½ " | \$ 26.90 |
| | 2" | \$ 43.07 |
| | 3" | \$ 86.11 |
| | 4" | \$ 134.56 |
| | 6" | \$ 269.14 |

Residential Service Gallonage Charge (Per 1,000 Gallons)

Per 1,000 Gallons \$ 1.36

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. On the fifth day after mailing delinquent notice, and 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 of Majority Control

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

FIRE PROTECTION CHARGE

RATE SCHEDULE FP

AVAILABILITY - Available throughout the area served by the utility.

APPLICABILITY - To fire hydrants furnishing fire protection installed on public or private property connected to the water mains of the company.

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

BILLING PERIOD- Monthly

RATE - \$4.00

MINIMUM CHARGE- \$4.00

TERMS OF PAYMENT- Net 20 Days

EFFECTIVE DATE-

TYPE OF FILING - Transfer of Majority Control

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

SCHEDULE OF 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" | \$ 3 x Average Bill | \$ 3 x Average Bill |
| 1" | \$ 3 x Average Bill | \$ 3 x Average Bill |
| 1 1/2" | \$ 3 x Average Bill | \$ 3 x Average Bill |
| Over 2" | \$ 3 x Average Bill | \$ 3 x Average Bill |

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) after the customer has six months of customer history with the utility. The Company will pay or credit accrued interest of to the Customer's account during the month of December 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. The Company shall refund the customer's deposit provided the customer has not, in the preceding 12 months:

- (a) Made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the company),
- (b) Paid with a check refused or returned by a bank,

(continued on Sheet No. 16.1)

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

(continued from Sheet No. 16.0)

(c) Been disconnected for non-payment, or

(d) At any time tampered with the meter or used service in a fraudulent or unauthorized manner

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

Notwithstanding the above, 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 at the rate of **8% per annum** upon the retainment of such deposit.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Majority Control

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

SCHEDULE OF 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" | \$10.00 |
| 1" and 1 1/2" | \$12.50 |
| 2" | \$15.00 |
| 2 1/2" and over | Actual Cost |

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit if the meter found to register in excess of prescribed accuracy limits and in accordance with Rule 25-30.266, Florida Administrative Code. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a services charge for conducting the meter test.

METER FIELD TEST REQUEST - Upon written request of any customer the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed Rule 25-30.265, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Majority Control

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

| | <u>Normal Hours</u> | <u>After Hours</u> |
|----------------------------|---------------------|--------------------|
| Initial Connection Fee | \$ 15.00 | \$ 15.00 |
| Normal Reconnection Fee | \$ 10.00 | \$ 15.00 |
| Violation Reconnection Fee | \$ 10.00 | \$ 10.00 |
| Premises Visit Fee | \$ 10.00 | \$ 10.00 |

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Majority Control

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

RESERVED FOR FUTURE USE

| <u>Description</u> | Refer to Service Availability Policy <u>Amount</u> | <u>Sheet No./Rule No.</u> |
|---|---|---------------------------|
| <u>Back-Flow Preventor Installation Fee</u> | | |
| 5/8" x 3/4" | \$ N/A | |
| 1" | \$ " | |
| 1 1/2" | \$ " | |
| 2" | \$ " | |
| Over 2" | \$ 1 | |
| <u>Customer Connection (Tap-in) Charge</u> | | |
| 5/8" x 3/4" metered service | \$ 200.00 | |
| 1" metered service | \$ 500.00 | |
| 1 1/2" metered service | \$ 1,000.00 | |
| 2" metered service | \$ 1,600.00 | |
| 3" metered service | \$ 3,200.00 | |
| 4" metered service | \$ 5,000.00 | |
| 6" metered services | \$ 10,000.00 | |
| <u>Guaranteed Revenue Charge</u> | | |
| With Prepayment of Service Availability Charges: | | |
| Residential-per ERC/month (GPD) | \$ N/A | |
| All others-per gallon/month | \$ " | |
| Without Prepayment of Service Availability Charges: | | |
| Residential-per ERC/month (GPD) | \$ " | |
| All others-per gallon/month | \$ " | |
| <u>Inspection Fee</u> | \$ 1 | |
| <u>Main Extension Charge</u> | | |
| Residential-per ERC (GPD) | \$ 1 | |
| All others-per gallon | \$ 1 | |
| or | | |
| Residential-per lot (foot frontage) | \$ N/A | |
| All others-per front foot | \$ " | |
| <u>Meter Installation Fee</u> | | |
| 5/8" x 3/4" | \$ N/A | |
| 1" | \$ " | |
| 1 1/2" | \$ " | |
| 2" | \$ " | |
| Over 2" | \$ 1 | |
| <u>Plan Review Charge</u> | \$ 1 | |
| Residential-per ERC (GPD) | \$ N/A | |
| All others-per gallon | \$ " | |
| <u>System Capacity Charge</u> | | |
| Residential-per ERC (GPD) | \$ 1 | |
| All others-per gallon | \$ Per Approved Tariff Rate Schedule | |

Actual Cost is equal to the total cost incurred for services rendered. 1

EFFECTIVE DATE -

TYPE OF FILING -

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

| <u>Description</u> | <u>Sheet Number</u> |
|--------------------------------------|---------------------|
| APPLICATION FOR METER INSTALLATION | 23.0 |
| APPLICATION FOR WATER SERVICE | 22.0 |
| COPY OF CUSTOMER'S BILL | 24.0 |
| CUSTOMER'S GUARANTEE DEPOSIT RECEIPT | 21.0 |

GARY DEREMER
OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Date: _____

Received From: _____

Address: _____

Account #: _____ for meter deposit.

HOLIDAY UTILITY COMPANY, INC.

By: _____

Print: _____
Representative of HOLIDAY UTILITY
COMPANY, INC.

GARY DEREMER
OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

Sample Application Form

APPLICATION FOR SERVICE

| | | | |
|-----------------------------------|--------------------------|--------------------------|---------------------------|
| SERVICE ADDRESS | | | |
| ACCOUNT NO. (assigned by utility) | | BEGIN SERVICE DATE | |
| NAME | <input type="checkbox"/> | <input type="checkbox"/> | SOCIAL SECURITY NUMBER |
| PHONE | OWNER | TENANT | DRIVERS LICENSE NO. STATE |

DEPOSITS

1. To begin service, a Deposit of 3 x average bill, plus a Connection Fee of \$15.00 payable to HOLIDAY UTILITY COMPANY is required with this agreement.
2. Deposits are necessary to protect paying Customers from losses caused by those who do not pay. Deposits earn interest annually. Interest on deposits held over six months will be credited annually in September to customers' accounts.
3. Deposits are held for a period of 23 months or until service is interrupted. The timely manner in which payments are made will directly affect the deposit. Failure to pay before the delinquent date shown on the monthly bill or returned checks may necessitate an increase in the amount of the deposit to cover two months average billing or delay the refunding of the deposit. Receipt of the deposit by the Company shall not preclude the Company from discontinuing for nonpayment the service covered.
4. Deposits guarantee the payment of any indebtedness for water and/or sewer, which may be or become due to the Company by the Customer. Customer agrees that the deposit may be applied in discharge of an indebtedness of the Customer to the Company whatsoever and that the Company may use the deposit as if the Company were the absolute owner thereof. Upon discontinuance of the service covered by this deposit the Company agrees to refund to the Customer the deposit less any amounts then due the Company.
5. Receipt of the deposit by the Company shall not preclude the Company from discontinuing for nonpayment the service covered by this deposit regardless of the sufficiency of the deposit to cover any indebtedness.

BY SIGNING THIS AGREEMENT, THE CUSTOMER AGREES TO THE FOLLOWING:

1. **The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities.** The Customer 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 service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under allocation made by any member or agent of a household, organization or business for any of the reasons contained in Rule 25 – 30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company rules and regulations as contained in the tariff.
4. Bills for water service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.

(Continued on Sheet 22.1)

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

(Continued from Sheet No 22.0)

3

5. When a Customer wishes to terminate service on any premises where water and wastewater service is supplied by the Company, the Company may require oral or written notice within 7 days prior to the date the Customer desires to terminate service.
6. The Customer agrees that the duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, testing, inspecting or removing Company property, reading meters and other purposes incidental to performance under or termination of Company's agreement with the Customer. And in such performance, the Company shall not be liable for trespass.
7. By the signing of this agreement, the Customer recognizes and agrees to abide by all existing policies, Tariffs, Rules and Regulations of the Company and any amendments thereto. Copies of said Rules and Regulations, and amendments thereto, are available for inspection at the utility office.
8. The Customer further agrees that all bills for water and/or sewer will be paid on or before the due date, and if not so paid the Company will have the right to disconnect service and charge a fee for payment collection or reconnecting the service. It is further understood and agreed that the sale of water occurs at the meter and the Company has no responsibility relative to service after the water reaches the Customer's side of the meter.

Customer Signature: _____

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Date: _____

We, HOLIDAY UTILITY COMPANY, INC. , agree to install _____ meter at
_____, Account Number
_____. The meter installation fee is to be _____. Payable at the time of
installation.

HOLIDAY UTILITY COMPANY, INC.

By: _____

Print: _____
Utility Representative

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

COPY OF CUTOMER'S BILL

Holiday Utility Company
 PO Box 398
 New Port Richey, Floarida 34652

727-848-8292

| |
|---------|
| Postage |
| |

| METER READ | | | USAGE | AMOUNT |
|------------|--|--|-------|--------|
| | | | | |

Bal Forward:
 Water:
 Total Due:

| | |
|----------------|-------------|
| DUE DATE | AMT. DUE |
| ACCT. NO. | IF LATE PAY |
| BILL DATE | SRV. TYPE |
| STREET ADDRESS | |

| | | | | |
|-------------------|-------------|-------------------------------|-----------|----------|
| DUE DATE | IF LATE PAY | RETURN THIS STUB WITH PAYMENT | ACCT. NO. | AMT. DUE |
| Special Memo Area | | Customer Name and Address | | |

GARY DEREMER
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

2

Sheet Number

| | |
|-----------------------------------|----------------------|
| Schedule of Fees and Charges..... | Go to Sheet No. 18.0 |
| Service Availability Policy..... | Go to Sheet No. 25.0 |
| Table of Daily Flows..... | N/A |

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: HOLIDAY UTILITY COMPANY, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides water service to approximately 334 residential and commercial customers. The existing service area has some area available for general service customers.

There are two developer agreements in existence at this time:

- 1) Gulfwinds LLLC
- 2) Mickler Estate Property Development

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

RE: Holiday Utility Company, Inc.

Other Information Needed: Item 2

Explanation of Corporate Officers.

HOLIDAY UTILITY COMPANY, INC.

*PO Box 398
New Port Richey, Florida 34652
Ph: 727-848-8292 Fx: 727-848-7701*

May 13, 2004

Division of Commission Clerk &
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Docket No. 030458-WU
Holiday Utility Company, Inc.
Cert No. 224-W
Transfer of Majority Control and Amendment of Certificate

Dear Commission:

In regard to your letter dated April 19, 2004 and item number 2 listed under the category "Other Information Needed", please note the following response:

Corporate Officers: There are two corporate officers in the Holiday Utility Company organization.

- (1) Gary Deremer, Director and President –
100% Owner Via Holiday Waterworks Corporation
5320 Captains Court
New Port Richey, Florida 34652

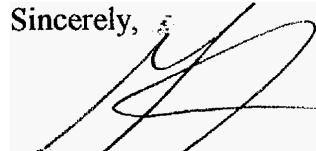
- (2) Victoria Penick, Secretary/Treasurer – Registered Agent
No Ownership
5525 Berkley Road
New Port Richey, Florida 34652

Ms. Penick is listed as a corporate officer of Holiday Utility Company, Inc. for the purpose of execution and expediting of business matters authorized by me per occurrence, on behalf of the utility in relation to the contracted services provided through U.S. Water Services Corporation. Her role is one of responsibility only, not one of ownership and therefore according to the rule, I understand that she was not listed in the corporate officer section of the application.

Page Two
FPSC - 4/19/04 Corr Response
05/13/04

I am hopeful that this information clarifies the question as listed. Please do not hesitate to contact me if additional information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Beremer", is written over a light gray rectangular background.

Gary Beremer
President

RE: Holiday Utility Company, Inc.

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Other Information Needed: Item 3

Professional Services Contract copy enclosed.



**AGREEMENT FOR OPERATIONS,
MAINTENANCE AND CUSTOMER SERVICE**

THIS AGREEMENT is entered into this **1st day of May, 2003**, by and between:

Holiday Utility Company, Inc., with its principal mailing address at PO Box 398, New Port Richey, Florida 34652 (hereinafter "Owner"),

AND

U.S. Water Services Corporation, with its principal mailing address at 4821 US Hwy 19, Suite 2, New Port Richey, Florida 34652 (hereinafter "USWSC").

WHEREAS, OWNER owns and provides for the operation and administration of water production and distribution facilities (and no wastewater treatment at this time), and customer service billing and collection; and

WHEREAS, OWNER desires to employ the services of USWSC in the operation, maintenance and billing/collection (OM&BC) of the Utility System, and USWSC desires to perform such services for the compensation provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, OWNER and USWSC agree as follows:

1. General Provisions

1.1

Definitions of words and phrases used in this Agreement and the attachments are contained in Appendix B.

1.2

All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by

OWNER shall remain the exclusive property of OWNER unless specifically provided for otherwise in this Agreement.

1.3

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

1.4

This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party, unless such assignment is to an affiliate or successor. Consent shall not be unreasonably withheld.

1.5

All notices shall be in writing and transmitted to the party's address stated above. All notices shall be deemed effectively given as follows:

1.5.1 If delivered personally or by courier mail service (e.g., Federal Express or United Parcel Service), upon delivery;

1.5.2 If mailed by certified or registered U.S. mail, return receipt requested, upon deposit in the United States mail, postage prepaid.

1.5.3 If in any other manner, upon actual receipt.

1.6

This Agreement, including appendices, is the entire Agreement between the parties. This Agreement may be modified only by subsequent written agreement signed by both parties. Wherever used, the terms "USWSC" and "OWNER" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.

1.7

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

1.8

It is understood that the relationship of USWSC to OWNER is that of a contracted service corporation. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for professional contract operators similarly situated in the same geographic region and at the same time.

1.9

The OWNER and USWSC are the only parties to this Agreement. No third party rights or benefits are intended to or shall arise by reason of this Agreement.

1.10

If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which are directly attributed to such litigation in addition to any other relief to which it may be entitled.

2. USWSC Scope of Services – General

Upon signing of this agreement, USWSC will staff the Utility System with employees who have met appropriate licensing and certification requirements of the State of Florida, and employ the appropriate skilled staff to maintain the service specified herein.

2.1

USWSC shall provide ongoing training and education for appropriate personnel in all necessary areas of modern water and/or wastewater process control, operations, maintenance, safety and supervisory skills.

2.2

USWSC shall develop and/or supply and utilize computerized programs for maintenance, and process monitoring.

2.3

Within forty-five (45) days after USWSC begins service under this Agreement, USWSC will provide a statement of condition of the utility system which will include any physical inventory of OWNER'S vehicles, equipment and spare parts in use or associated with the system, and a

general statement as to the condition of each vehicle or piece of equipment.

2.4

USWSC will provide OWNER with a physical inventory of chemicals and other consumables on hand when USWSC begins services under this Agreement. USWSC will provide OWNER with the same quantity of chemicals or equivalent upon termination of this Agreement.

2.5

USWSC shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by OWNER and assist OWNER in enforcing existing equipment warranties and guarantees.

2.6

USWSC shall provide the OWNER with documentation that preventive maintenance is being performed on Owner's owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be feasibly determined by the OWNER. Such a maintenance program shall include documentation of corrective and preventive maintenance.

2.7

USWSC shall operate, maintain and/or monitor the Utility System as FDEP permitting dictates and maintain a 24-hour per day, seven-day per week scheduled on call emergency staff and live answering service.

2.8

Visits may be made at a reasonable time by Owner's employees with if previously authorized by owner or designated by Owner's representative. Keys for the system shall be provided to OWNER by USWSC for such visits. All visitors to the System shall comply with USWSC' operating and safety procedures.

2.9

USWSC will implement and maintain an employee safety program in compliance with applicable rules and regulations and make recommendations to OWNER regarding the need, if any, for OWNER to rehabilitate, expand or modify the System to comply with governmental safety regulations applicable to USWSC operations hereunder and with

federal regulations promulgated pursuant to the Americans with Disabilities Act (ADA).

2.10

USWSC may modify the process and/or facilities with permission of Owner, to achieve the maximum efficiency of operation and optimum water quality. Any modifications will be billed separate from this agreement at a price approved by the owner, except in the case of an emergency. During an emergency situation, USWSC may take the steps required to maintain the safety of the utility customers and meet any mandated regulatory requirements.

2.11

In any emergency affecting the safety of persons or property, USWSC may act without written amendment or change order, at USWSC' discretion, to prevent threatened damage, injury or loss. USWSC shall be compensated by OWNER for any such emergency work notwithstanding the lack of a written amendment. Such compensation shall include USWSC Costs for the emergency.

2.12

As required by law, permit or court order, USWSC will prepare plant performance reports and submit them to OWNER for signature and transmittal to appropriate authorities. Signature authority may be established by the Owner to allow USWSC to file required reports with signature of USWSC personnel with report copy sent to owner.

2.13

USWSC will provide laboratory testing and sampling presently required by plant performance portions of regulatory permits, the Clean Water Act, the Safe Drinking Water Act and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements, or judicial and regulatory orders and decrees.

2.14

USWSC will submit to OWNER monthly all reports of System activities in accordance with the Owner's policies and procedures.

2.15

USWSC may provide additional services beyond the scope of this Agreement at Owner's request subject to mutually agreeable terms and conditions.

3. USWSC' Scope of Services – Water Production Well Facilities

3.1

This section shall apply to USWSC OM&BC services for the Owner's Water Production Well Facilities either owned, leased or by easement rights.

3.2

Within the existing design capacity and capabilities of the Water Production Wells, USWSC will manage, operate and maintain the Wells so that water produced meets the requirements of the System.

3.3

USWSC will pay all costs associated with monthly sampling and testing of the water distribution system as dictated in the regulatory permits, with the exception of annual or semi annual special event sampling and testing and any special sampling required due to needed main clearance.

3.4

Owner to provide chemicals required to meet operating parameters standard for the industry.

4 USWSC' Scope of Services –Water Distribution Systems

4.1

This Section shall apply to USWSC' service for Owner's potable water distribution facilities.

4.2

USWSC shall provide for the routine operation, maintenance and repair of the water distribution systems as established upon startup of this agreement. Services not included as routine are items identified as capital repairs, line extensions or system expansions. Excluded services will be billed in addition to base OM&BC contract fee has listed herein.

4.3

USWSC shall provide for all daily operation and maintenance functions such as customer connections, meter replacements, meter reading, general preventive maintenance of the System.

4.4

USWSC will pay cost incurred related to staffing, sampling, testing, in normal water distribution operation and maintenance, and repair, except as specifically provided herein.

5. USWSC' Scope of Services – Administrative and Customer Services

5.1

USWSC shall provide the following specific customer accounting and administrative functions for the Facilities (i) monthly meter reading, (ii) consumer folder on each account, (iii) billing register containing information on each account billed, (iv) preparation and mailing of a monthly water, (v) **preparation of monthly sales report**, (vi) **preparation and mailing of late notices for delinquent accounts**, (vii) collection of meter deposits and payment deposits, (viii) preparation of a monthly operating report.

5.2

USWSC shall use reasonable efforts to collect all available Owner revenue from sales, connection fees, security deposits, collection fees, late payment charges, taxes collected (if applicable) and all other monies due from consumers of services provided by the facilities.

5.3

USWSC will submit to the owner monthly a report of System activities. USWSC shall review the administrative reports generated in accordance with section 6.1 above, and from time to time, make recommendations to the Owner regarding rates, deposit amounts, and other matters as to keep the Owner's Facilities financially sound.

5.4

USWSC will maintain a business office established for utility customer contact and walk-up payment availability. This office shall be open from 9:00 am to 4:00 pm Monday through Friday.

6. Owner's Representations and Duties

6.1

OWNER shall keep in force all System warranties, guarantees, easements and licenses that have been granted to OWNER and are not transferred to USWSC under this Agreement.

6.2

OWNER shall pay all *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the System other than taxes imposed upon USWSC net income and/or payroll taxes for USWSC employees. In the event USWSC is required to pay any sales tax or use taxes on the value of the services provided by USWSC hereunder or the services provided by any subcontractor of USWSC, such payments shall be reimbursed by the OWNER unless OWNER furnishes a valid and properly executed exemption certificate relieving the OWNER and USWSC of the obligation for such taxes.

6.3

OWNER shall provide USWSC, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of Owner's heavy equipment that is available so that USWSC may discharge its obligations under this Agreement in the most cost-effective manner.

6.4

OWNER shall provide all registrations and licenses for any of Owner's vehicles used in connection with the System (if applicable).

6.5

OWNER represents and warrants that during facilities and other System equipment have been operated only in the normal course of business, that the system is in need of a meter change out program and investigation into unaccounted for water pumped. Owner cannot fully attest to the condition of the facilities composing the System and/or any equipment used by the System, and therefore has not disclosed to USWSC.

7. Compensation

7.1

USWSC compensation under this Agreement shall consist of a Monthly Fee. For the first year of this Agreement, USWSC Monthly Fee is \$2,832.00. Hourly fee schedules are maintained by USWSC covering any work provided outside the scope of this agreement.

7.2

The Monthly Fee shall be increased each April of each year per consumer price index as published by the Department of Labor. Should the capacity of the System change, or other services are added, the fee will change upon review with the Owner. This particular change will not remove the annual CPI increase.

8. Payment of Compensation

8.1

One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable on the first business day of the month for each month that services are provided.

8.2

All other compensation to USWSC is due upon receipt of USWSC invoice and payable within thirty (30) days.

8.3

OWNER shall pay interest at an annual rate equal to the prime rate established by Mercantile Bank plus two percent (2.0%) on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the due date of the payment. In the event that the interest charges under this Section 7.4 might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount allowed within such limitation.

9. Scope Changes

9.1

A Change in Scope of Services shall occur when and as USWSC costs of providing services under this Agreement change as a result of:

9.2

Any change in System operations, personnel qualifications or staffing or other cost which is mandated or otherwise required, by a change in law, rule or regulation or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change;

9.3

Owner's request and USWSC' consent to provide additional services beyond the scope of this Agreement.

9.4

For Changes in Scope described in Sections 10.1.1 through and including 10.1.2, the Annual Fee shall be increased (or decreased) by an amount equal to USWSC additional or reduced Cost associated with the change in Scope plus sixteen percent (15%).

10. Indemnity, Liability and Insurance

10.1

USWSC hereby agrees to indemnify and hold OWNER harmless from any liability or damages for bodily injury, including death, which may arise from USWSC' negligence or willful misconduct under this Agreement, provided USWSC shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

10.2

OWNER agrees to indemnify and hold USWSC harmless from any liability or damage or bodily injury, including death, which may arise from all causes of any kind other than USWSC' negligence or willful misconduct including, but not limited to, breach of an OWNER warranty.

10.3

USWSC shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date of the effluent quality requirements provided for in Appendix C that are a result of USWSC' negligence. OWNER will assist USWSC in contesting any such fines in administrative proceedings and/or in court prior to any payment by USWSC. USWSC shall pay the cost of any such contest.

10.4

OWNER shall be liable and indemnify and hold USWSC harmless for those fines or civil penalties imposed by any regulatory or enforcement agencies on OWNER and/or USWSC 1) that are not a result of USWSC negligence 2) that are otherwise directly related to the ownership of the System and 3) are the result of failure of Owner to make any Capital Expenditures previously identified as necessary for the System to attain applicable performance standards and 4) Owner shall indemnify and hold USWSC harmless from the payment of any such fines and/or penalties.

10.5

Owner Shall defend, indemnify and hold USWSC harmless from any and all liability, cost, expenses, penalties, including attorneys fees and the cost of investigation, remediation, negotiation and resolution, arising from any condition existing prior to the start date that constitutes a release of hazardous substances, as that term is defined in any state, federal or local law, or constitutes a violation of any state, federal or local environmental law.

10.6

Indemnity obligations provided for in this Agreement shall survive the termination of the Agreement.

10.7

USWSC shall maintain general liability insurance coverage of \$1,000,000.00, provide all workers compensation coverage for USWSC staff and all vehicle insurance coverage for USWSC vehicles.

11. Term, Termination and Default

11.1

The initial term of this Agreement shall be three (3) years commencing May 1, 2003, (the "Commencement Date"). Thereafter, this Agreement shall be automatically renewed for successive terms of three (3) years each unless canceled in writing by either party no less than one hundred and twenty (120) days prior to expiration of the then current term.

11.2

Either party may terminate this Agreement only for a material breach of the agreement by the other party, and only after giving written notice of breach; and, except in case of a breach by OWNER for non-payment of USWSC invoices, in which case termination may be immediate by USWSC, only after allowing the other party thirty (30) days to cure or commence taking reasonable steps to cure the breach.

11.3

In the event that this Agreement is terminated for any reason prior to the expiration date of the initial term, OWNER shall pay to USWSC a termination fee based on the remaining unamortized balance of start-up costs and capital expenditures made by USWSC.

11.4

Upon notice of termination by OWNER, USWSC shall assist OWNER in assuming operation of the System. If additional Cost is incurred by USWSC at request of OWNER, OWNER shall pay USWSC such Cost within 15 days of invoice receipt.

11.5

Upon termination of this agreement and all renewals and extensions of it, at a minimum USWSC will return the System to OWNER in the same or better condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by USWSC for use in the operation or maintenance of the System shall remain the property of USWSC upon termination of this Agreement unless the property was directly paid for by OWNER or OWNER specifically reimbursed USWSC for the cost incurred to purchase the property or this Agreement provides to the contrary.

12. Disputes and Force Majeure

12.1

In the event activities by employee groups or unions unrelated to USWSC cause a disruption in USWSC ability to perform at the System, USWSC may request and Owner shall assist USWSC efforts or USWSC at its own option, may seek appropriate injunctive court orders. During any such disruption, USWSC shall operate the facilities on a best-efforts basis until any such disruption ceases.

12.2

Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

[END OF TEXT THIS PAGE]

Each of the parties indicates their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

Holiday Utility Company, Inc.

By: _____

Name: Gary Deremer

Title: President

U.S. Water Services Corporation

By: _____

Name: Victoria Penick

Title: V. President

End Agreement

Appendices A,B&C Following

Appendix A

DEFINITIONS

1. **"Monthly Fee"** means a predetermined, fixed sum for USWSC services.
2. **"Capital Expenditures"** means any expenditures for (1) the purchase of new equipment or facility items that cost more than Two Hundred Fifty (\$250.00).
3. **"Cost"** means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
4. **"Direct Cost"** means the actual cost incurred for the direct benefit of the System including, but not limited to, expenditures for System management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies.
5. **"Maintenance"** means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by USWSC to maximize the service life of the equipment, sewer, vehicles and facilities.
6. **"System"** means all equipment, vehicles, grounds, rights-of-way, wells and facilities, where appropriate, the operations and maintenance of such.
7. **"Repairs"** means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, or facilities, or some component thereof.
8. **"Unforeseen Circumstances"** shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the System, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in, or non-performance of, action required by this Agreement, including, but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or

changed by any local, province or governmental body, (iv) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the System, or (v) the failure of OWNER to make any Capital Expenditure previously identified as necessary for the System to attain applicable performance standards, (vi) the failure of the Owner to provide influent within the characteristics as identified herein as necessary for the System to attain applicable performance standards.

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Appendix B

SYSTEM CHARACTERISTICS **WATER**

- B.2.1.** The System has the following design characteristics:
1. Westwood Well #1
 2. Anclote Well #1
 3. Anclote Well #2
 4. Anclote Well #3
 5. Anclote Well #4
- B.2.2** The Annual Fee for services under this contract is based on baseline of 354 water customers.
- B.2.3** USWSC will provide operating services to the System so that the water treated will meet the current Florida Drinking Water and FDEP standards.
- B.2.4** If any other contaminants in the raw water cause the finished water to exceed the Maximum Contaminant Levels (MCL) established for finished water quality, USWSC will treat the raw water to reduce said contaminant to an acceptable MCL. The cost of any chemicals required or labor to the specific treatment will be in addition to the Base Fee for the treatment specified in article B.2.3.

Appendix C

INSURANCE COVERAGE

USWSC SHALL MAINTAIN:

1. Statutory Workers' Compensation for all of USWSC' employees at the System as required by the State of Florida.
2. Comprehensive general liability insurance, insuring USWSC negligence, in an amount not less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and/or property damage.

OWNER SHALL MAINTAIN:

1. Statutory Workers' Compensation for all of Owner's employees associated with the System as required by the State of Florida.
2. Property damage insurance for all property including vehicles owned by OWNER and operated by USWSC under this Agreement if applicable. Any property, including vehicles not properly or fully insured, shall be the financial responsibility of the OWNER.
3. Automobile liability insurance for collision, comprehensive, and bodily injury.

USWSC will provide at least thirty (30) days notice of the cancellation of any policy it is required to maintain under this Agreement. USWSC may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law but only if such action does not invalidate the property insurance of OWNER. USWSC and the OWNER, on behalf of themselves and their insurers, waive their rights of subrogation with respect to losses occurring to property of the parties.

End Appendices