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 Cc: Armstrong, Brian  
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 Attachments: Holiday Deremer Testimony.pdf

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April 10, 2006

By Electronic Filing

Ms. Blanca S. Bayo, Director  
Division of Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Docket No. 030458-WU: Amended And Restated Application For Transfer Of Majority  
Organizational Control And Amendment To Certificate

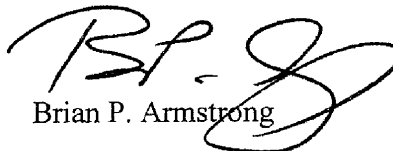
Dear Ms. Bayo:

Transmitted herewith for filing in the above docket is the testimony of Gary Deremer in support of the request of Holiday Waterworks Corporation for an amendment of its Certificate of Authority.

Please acknowledge receipt of this filing by reply to this e-mail.

Thank you for your assistance in connection with this matter.

Very truly yours,

  
Brian P. Armstrong

BPA/amw

cc: Joseph Richards, Esq.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 030458-WU

HOLIDAY WATERWORKS CORPORATION

APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

AND AMENDMENT OF CERTIFICATE

NO. 224-W IN PASCO COUNTY

PREFILED DIRECT TESTIMONY OF GARY DEREMER

Q. Please state your name and address.

A. My name is Gary Deremer, and my address is 5320 Captains Court, New Port Richey, Florida, 34652.

Q. By whom are you employed and in what capacity?

A. I am employed by U.S. Water Services Corporation (U.S. Water). I am the Corporate President.

Q. What are your duties and responsibilities?

A. I am responsible for all aspects of the day to day operation of U.S. Water including technical operation and business management.

Q. What is your experience in the water and wastewater utility industry?

A. I have extensive experience in the water and wastewater industry dating back more than twenty years, as demonstrated by my resume which is included as Exhibit \_\_\_\_ (GD-1) to this testimony.

1 Q. Was the Amended and Restated Application of Holiday for Transfer of Majority  
2 Organizational Control and Amendment of Certificate No. 224-W prepared by  
3 you or under your direct supervision and control?

4 A. Yes, in association with our attorneys, I prepared the application and exhibits  
5 thereto. I also supervised the preparation and filing of the information filed with  
6 the Commission by letter dated January 31, 2006, from our attorney in this  
7 proceeding. I have included the legal description of the entire service area for  
8 which Holiday requests authority to serve in Exhibit \_\_\_\_ (GD-2).

9 Q. Could you briefly describe your educational background?

10 A. My educational background and professional memberships are provided in detail  
11 in Exhibit \_\_\_\_ (GD-1). I have been certified in both water and wastewater  
12 operations and I have conducted numerous training sessions regarding pertinent  
13 industry issues for many groups and for many years.

14 Q. Could you briefly describe your work experience as reflected in Exhibit  
15 \_\_\_\_ (GD-1)?

16 A. Yes. I have participated in the water and wastewater industry for many years.  
17 Most recently, I am serving as President of US Water which operates and  
18 manages several hundred government and private utility systems throughout the  
19 State of Florida . I am also the President of Holiday Waterworks Corporation  
20 (Holiday), the applicant in this docket as well as it's subsidiary Holiday Utility  
21 Company, Inc., and Community Utilities of Florida, Inc., which owns the Dixie  
22 Groves and Virginia City utility systems and also Colonial Manor Utility

1 Company which owns the Colonial Manor system in Pasco County, each of which  
2 are regulated by this Commission.

3 Prior to U.S. Water, to which I just referred, I served as General Manger and  
4 Vice-President for American Water Services, Inc. I joined American Water when  
5 they purchased a company, Azurix North America, that previously had purchased  
6 an operating company I founded in 1993, known as H2O Utility Services, Inc.

7 Q. Could you briefly describe Holiday and its corporate affiliates?

8 A. Yes. Holiday is the parent company of Holiday Utility Company, Inc. (The  
9 Utility) which was purchased from the estate of Bartley L. Mickler ("Mickler").  
10 Mr. Mickler owned and operated The Utility since he founded the company in  
11 1975. Mr. Mickler created The Utility to provide water service to an entire tract  
12 of land that he owned in Pasco County.

13 Q. When was the Holiday system purchased?

14 A. The closing took place on April 30, 2003. Since that time, Holiday has owned  
15 and operated the system. We have invested significant capital in the system and  
16 made changes to management procedures including, but not limited to: (1)  
17 improved customer service processes, including billing procedures; (2) upgraded  
18 plant and equipment including more than \$360,000 of recent improvements to  
19 interconnect our system with the City of Tarpon Springs, change to a chloramines  
20 disinfection system, add lighting at our facilities, improve fire protection by  
21 replacing lines and adding fire hydrants, building new access roads and other  
22 improvements; (3) identified the placement of all wells, lines and valves and  
23 placed a system map in electronic format; (4) reduced unaccounted for water

1 levels significantly; (5) identified customers previously not being billed; (6)  
2 constructed fences around utility facilities; (7) replaced lines and meters; (8)  
3 initiated meetings with customers; and (9) conducted a professional engineering  
4 analysis of the entire system and held meetings with representatives of the  
5 Department of Environmental Protection. In short, we have upgraded the system  
6 operation and maintain the system in compliance with all applicable laws and  
7 ordinances so as to provide top quality service to our customers. We also remain  
8 proud that we receive minimal complaints about our service from customers.

9 Q. Please describe how Holiday operates its utility system.

10 A. Holiday has no direct employees and neither does The Utility. However, it  
11 benefits from the efficiencies and economies of scale of a larger utility operation  
12 by way of an established operating and administration contract with U.S. Water.  
13 Prior to the purchase of Holiday, it was a small system with a few hundred  
14 customers that stood on its own in its efforts to comply with applicable laws and  
15 regulations, and had trouble even meeting its administrative duties of operating a  
16 utility.

17 As a company benefiting from the service of U.S. Water administrative  
18 and operating staff, Holiday now is run as part of a professional operation which  
19 is comprised of individuals with extensive managerial, financial, customer  
20 service, operational, engineering and permitting expertise.

21 The Utility pays US Water a fee on a per customer basis for US Water's provision  
22 of all of these services. The Utility recently completed a staff-assisted rate case  
23 pursuant to which Holiday's relationship with US Water, including the fees

1 charged to The Utility, received extensive scrutiny by Commission Staff. Upon  
2 conclusion of such scrutiny, Staff recommended, and the Commission approved, a  
3 rate increase for Holiday. The affiliate transactions and costs associated therewith  
4 thus have been reviewed and approved by the Commission. The confirmation of  
5 The Utility's authority to serve the territory identified in Exhibit\_\_\_\_(GD-2),  
6 which I will refer to as the De Facto Service Area will assist Holiday and US  
7 Water in maintaining the current fees for as long as possible due to the growth in  
8 customers which would be accorded thereby.

9 Q. Does Holiday own any other systems in the State of Florida?

10 A. No. I, Gary Deremer, own other water utility corporations by approval of the  
11 Public Service Commission regarding the Virginia City, Dixie Groves and  
12 Colonial Manor systems for which the Commission issued us certificate numbers  
13 149-W, 139-W and 153-W, respectively.

14 Q. Have you made the same type of improvements to the management and physical  
15 plant for those other utility systems that you just described that were made on the  
16 Holiday System?

17 A. Yes. Not all systems required the same level of improvement to physical plant,  
18 but the physical plant upgrades needed, administrative and operations  
19 improvements have been implemented in all systems that I purchased.

20 Q. Is it anticipated that the Staff of the Florida Public Commission soon will issue a  
21 recommendation approving the acquisition of Holiday by your company?

1 A. Yes. Commission Staff and Holiday representatives have met or discussed the  
2 transfer on several occasions. In fact, Commission Staff issued its  
3 recommendation that the transfer be approved on April 6, 2006.

4 Q. Has Holiday analyzed its capital needs for the foreseeable future on the Holiday  
5 System?

6 A. Yes, we have. In fact, as I will discuss later in this testimony, at this time Holiday  
7 believes that we have sufficient facilities in place to be able to meet the needs of  
8 future water customers in what I later describe as the De Facto Service Area.

9 Q. How has Holiday financed the capital improvements it has made to the system?

10 A. Holiday has invested stockholders equity and loan proceeds to finance  
11 improvements to date.

12 Q. How would Holiday finance any future investment in the system?

13 A. Since acquiring the system, I believe that we have made the necessary investments  
14 to be able to provide water service to the entire service area that we have  
15 requested in this docket. We intend to work with developers who desire to build  
16 within our service area under a developer agreement. These agreements will be  
17 consistent with Commission policy concerning the dedication by developers of  
18 water distribution lines to Holiday.

19 We believe that Holiday currently has sufficient water capacity, including wells  
20 and associated infrastructure to provide for the needs of the service area.

21 Q. Does Holiday employ engineers?



1 A. Yes, through its contract with US Water. Holiday utilizes engineers on staff who  
2 have many years of experience designing and permitting water systems  
3 throughout Florida.

4 Q. Could you briefly provide the Commission with background information  
5 concerning Holiday's application for an amendment of its water service area?

6 A. Yes. A few issues have arisen concerning the history of this utility system since  
7 Holiday filed its original application in this docket. The most significant issue  
8 concerns the delineation of the authorized service area for Holiday. As I testified  
9 earlier, Holiday purchased the utility from the estate of its original owner, who  
10 also happened to be the owner of all of the land included in what Holiday  
11 believed to be the Holiday service area.

12 When Mr. Mickler filed an application with the Commission in 1975  
13 requesting a certificate of authority to provide water service, he included a legal  
14 description and maps which incorporated the entirety of the tract of land that he  
15 owned in Pasco County. The legal description also was included in the tariff  
16 submitted by Mickler which subsequently was approved by the Commission and  
17 remained on file until we filed the pending application.

18 Since the original receipt of a certificate of authority, Mickler, the water  
19 management district and the Department of Environmental Protection each have  
20 conducted their activities in a manner reflecting their respective beliefs that all of  
21 the land owned by Mickler, as described in the tariff, was included in Holiday's  
22 approved certificate of authority.

1           Holiday filed the original transfer application with the Commission in this  
2 docket on May 23, 2003. Commission Staff conducted its review of the  
3 application and discovered that the Commission Order No. 6780 (the "Original  
4 Order") granting Mr. Mickler certificate of authority No. 224-W contained a legal  
5 description which did not match the legal description contained in Holiday's  
6 tariff. The legal description contained in the Original Order did not include the  
7 entirety of the property owned by Mickler, but rather only two, non-contiguous  
8 parcels at the northern and southern portions of the property.

9           From this point on in my testimony, I will refer to the entirety of the property  
10 owned by Mickler which was encompassed in the service area described in  
11 Holiday's tariff as the "De Facto Service Area." I will refer to the service area  
12 described in the Commission's Original Order, which includes only the two non-  
13 contiguous parcels, as the "Order Service Area."

14           After Commission Staff discovered the discrepancy between the De Facto  
15 Service Area and the Order Service Area, numerous discussions between Staff,  
16 Pasco County representatives, Holiday and Holiday's representatives ensued.

17 Q. Is the discrepancy in the territory description the principal reason why Holiday  
18 filed its Amended and Restated Application for Transfer of Majority  
19 Organizational Control and Amendment to Certificate which is included in  
20 Exhibit \_\_\_\_\_ (GD-2)?

21 A. Yes.

22 Q. Does Holiday have the managerial, technical and financial ability to provide  
23 service to the entire De Facto Service Area?

1 A. Yes, we do.

2 Q. Has the Commission acknowledged the managerial, technical and financial  
3 experience and expertise of Holiday in the past?

4 A. Yes. The Commission's Order No. 04-0342-PAA-WU issued on April 2, 2004,  
5 recognizes my regulatory experience and financial ability to ensure consistent  
6 compliance with DEP regulations. The order also notes that after the purchase of  
7 the Virginia City Utility system by my company, the system would "receive the  
8 benefit of centralized management, accounting, billing, and data processing  
9 functions, resulting in economies of scale that would be unattainable on a stand-  
10 alone basis."

11 The Commission's Order No. 04-0338-BAA-WU issued on March 31,  
12 2004 also confirms my regulatory expertise and financial capability to own and  
13 operate utility systems and offers the same insight about my company's ability to  
14 provide customers with efficient and effective service that is unattainable from  
15 small, stand-alone utilities.

16 The Commission's Order No. 05-0422-PAA-WU issued on April 20, 2005  
17 also acknowledges my experience and expertise in the process of approving my  
18 company's acquisition of the Colonial Manor water system.

19 Q. Did the Commission ever modify the Order Service Area granted to Holiday in  
20 1975?

21 A. Yes. By Order No. 8080 issued on December 5, 1977, the Commission deleted a  
22 small portion of the Order Service Area from Holiday's authorized service area

1           and transferred the area to the certificate of authority issued to Aloha Utilities,  
2           Inc.

3           Q. Have there been any other changes to the Order Service Area?

4           A. Yes. During 2005, Holiday was approached by a developer who requested that  
5           Holiday cede authority to Pasco County to provide water service to an area owned  
6           by the developer which lies within the Order Service Area. Holiday was reluctant  
7           to grant this request, however, the developer explained that the County would not  
8           authorize the developer to develop the land unless the developer could provide  
9           proof to the County that water and wastewater service would be available to the  
10          development.

11           The developer explained that the County Utilities Department had  
12          informed him that the County would not provide wastewater service to the  
13          property unless the County also was the provider of water service to it. The  
14          County's position placed the developer in an untenable situation whereby (a) he  
15          needed to satisfy the County's requirement that both central water and wastewater  
16          service be available to the development, (b) the County Utilities Department  
17          refused to provide wastewater service, (c) Holiday did not possess authorization  
18          from this Commission to provide wastewater service and thus could not do so, (d)  
19          the County informed the developer that the County would object if Holiday filed  
20          an application for a certificate to provide wastewater service to the property, and  
21          thus (e) the developer could not develop his property.

22          Q. To your knowledge, does the Pasco County Utilities Department provide  
23          "wastewater only" service to any third parties?

1 A. Yes. There are any number of circumstances where the Pasco County Utilities  
2 Department is providing wastewater service in areas where another entity is  
3 providing the water service. A few examples include our own Dixie Groves and  
4 Virginia City systems, and there are several other such situations as well.

5 As Holiday and the developer have experienced, the Pasco County  
6 Utilities Department has used the fact that developers must establish the  
7 availability of water and wastewater service as a condition of receiving  
8 permission from the County to develop property to pressure utility owners like  
9 Holiday to relinquish service areas which this Commission has authorized private  
10 utilities to serve.

11 I believe that this Commission should be aware of these facts, as well as  
12 the fact that the County Utilities Department does provide wastewater only  
13 service in a variety of areas within the County when considering the equities in  
14 this proceeding.

15 Q. How was the problem between Holiday, the County Utilities Department and the  
16 developer resolved?

17 A. Holiday, the developer and the County Utilities Department discussed these issues  
18 and, to avoid costly litigation, Holiday accepted the developer's offer to purchase  
19 Holiday's right to serve the development by ceding that authority to Pasco  
20 County.

21 Q. Is the deletion of this development from the Order Service Area addressed in the  
22 Staff Recommendation to which you referred earlier?

23 A. Yes. Staff has recommended that the area be deleted from the Order Service Area.

1 Q. Is the Pasco County Utilities Department serving customers who are located in  
2 other portions of the Order Service Area?

3 A. Yes, the County has invaded the Order Service Area and currently is serving  
4 customers within it. We are unable to determine at this time the length of time  
5 during which this invasion has existed, however, we request Commission  
6 assistance and guidance in this regard.

7 Q. Is Holiday serving customers located outside of the Order Service Area?

8 A. Yes, as discussed in the Staff Recommendation, Holiday is serving a Pasco County  
9 public school which is located outside of the Order Service Area and has been  
10 providing such service since the school was built, which we believe was many  
11 years ago.

12 Q. Is the location of the school within the area which Holiday has requested  
13 Commission confirmation of its authority to serve?

14 A. Yes. The school is located within the De Facto Service Area and I believe the fact  
15 that The Utility is serving the school in such area is further confirmation of the  
16 parties' belief that the De Facto Service Area is Holiday's authorized service area.  
17 The Staff recommendation addresses the facts concerning Holiday's providing  
18 service to a school located in the De Facto Service Area and recommends that no  
19 show cause be issued.

20 Q. Why should the Commission grant Holiday's request for a confirmation of  
21 Holiday's authority to serve the De Facto Service Area?

22 A. First, Holiday has the managerial, technical and financial expertise and capacity to  
23 provide service to the De Facto Service Area. Second, Holiday's tariff, which

1 was approved by the Commission, identifies the De Facto Service Area as  
2 Holiday's legitimate area for water service. Third, Holiday and the environmental  
3 regulatory authorities which regulate Holiday have each acted since Holiday's  
4 inception under the belief that the De Facto Service Area was in Holiday's  
5 undisputed service area. Fourth, the County Utilities Department has in the past  
6 acknowledged Holiday's right to provide water service to portions of the De Facto  
7 Service Area. Fifth, the prior owner of the Holiday Utility system and current  
8 owner of a significant portion of the unserved portion of the De Facto Service  
9 Area has signed an agreement with Holiday acknowledging Holiday's right to  
10 serve the area. Sixth, the De Facto Service Area is part of what was once a single  
11 tract of land and, as such, is obviously contiguous to Holiday's Order Service  
12 Area. Seventh, as with any other utility of Holiday's size, the ability to expand  
13 Holiday's customer base by providing water service to the De Facto Service Area  
14 will assist Holiday in maintaining fair and reasonable rates for all of Holiday's  
15 customers. Eighth, as I testified previously, Holiday has facilities in place that  
16 would be necessary to provide sufficient quantities of water to the entire De Facto  
17 Service Area.

18 Q. Does Holiday have any agreements with landowners in the De Facto Service  
19 Area?

20 A. Yes. Exhibit \_\_\_\_ (GD-3), which was prepared under my supervision, presents a  
21 copy of Holiday's agreements with landowners reflecting the land owners'  
22 agreement to receive water service from Holiday. In fact, the Mickler's and  
23 Holiday always anticipated and agreed that Holiday would be providing water

1 service to the area until the service area description discrepancy was discovered  
2 by Commission staff.

3 Q. Is there a current need for service in what you have described as the De Facto  
4 Service Area?

5 A. Yes. Holiday has obtained copies of notifications from the Pasco County Growth  
6 Management Department as well as the County Zoning/Code Compliance  
7 Division confirming that there are development plans in the works in the area.  
8 Exhibit \_\_\_\_ (GD-3) confirms that Holiday's water service is desired.

9 Q. Does that conclude your testimony?

10 A. Yes, it does.



# **HOLIDAY WATERWORKS** **CORPORATION**

4821 U.S. Highway 19, Suite 2  
New Port Richey, Florida 34652

Ph: 727-848-8292 Fx: 727-848-7701  
Toll: 1-866-753-8292

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## **GARY DEREMER - Resume**

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### **Founder and President:**

Twenty years of progressive, successful experience in all phases of water and wastewater services including professional consulting, engineering, complete utility operations, environmental laboratory services, maintenance, management and construction.

### **Current Professional Experience:**

**U.S. Water Services Corporation** – Principal Founder and President, Mr. Deremer is responsible for overall strategic growth, management, business development and quality control of utility design, construction, operation and maintenance.

Past professional experience provides first hand knowledge of all aspects of water and wastewater utility operation, design, regulatory requirements, engineering, maintenance, construction, laboratory services, distribution and collection systems, operation of excavation equipment, vacuum and closed circuit televising trucks, sealing & grouting equipment, pipeline installation, lift station repair and rehabilitation, and overall business management.

Additionally, extensive experience related to reverse osmosis, lime softening, ion exchange filtration, activated carbon, pressure and gravity filtration, iron removal, extended aeration, contact stabilization, nitrogen and phosphorus removal, high level disinfection, advanced waste treatment, sequential batch reactors, rotating biological contactors, trickling filters, rapid infiltration basins, spray fields, wetland treatment & disposal systems, reuse and reclaim systems and surface water discharges.

Responsibilities include preparation of various technical reports, policies and plans relating to water conservation, water distribution cross connection control, emergency operation procedures, auxiliary power generation, disaster preparedness, capacity analysis for water and wastewater systems, unaccounted water studies, safety programs and oversight of all other regulatory reports. Provides contract negotiations for private and public utilities relating to bulk water and wastewater agreements, service territories and associated fee and rate schedules.

**City of Port Richey** – Currently, and for several years, has maintained the appointed public position of Consulting Director for the City of Port Richey, Florida, Public Utility System serving over 9000 residents.

**Atlantic Utility Services Company**– As Vice President of Operations and a stockholder of this minority business enterprise, Mr. Deremer is responsible for all aspects of utility design, construction, operation and maintenance of various water and wastewater treatment systems.

**Community Utilities of Florida, Inc.** - Founder and President. Parent company to several investor owned water utility systems located in Pasco County, Florida.

### **Past Professional Experience:**

#### **American Water Services, Inc.**

- 11/00 – 04/03 General Manager and Vice President for the State of Florida and Caribbean Operation and Maintenance Division of American Water Services, Inc., formerly known as Azurix North America, H<sub>2</sub>O Utility Services and Culligan Operating Services; responsibilities included planning, budgeting, staffing, business development, training, and provision of overall management, leadership and direction for the Division. The division consisted of more than 150 employees with estimated annual sales in excess of \$18,000,000.00 for the year 2002.
- Prepared and implemented a merger plan to amalgamate H<sub>2</sub>O Utility Services, Inc., & Culligan Operating Services into a Florida Operations and Maintenance Group. The merger plan provided the foundation and blueprint for the Florida Operations and accurately identified areas of administrative consolidation including office locations, equipment and staffing resources, the cross marketing of business lines within and outside of the Florida group, the creation of geographical regions to enhance customer service and increase profitability, and future markets. The plan was successfully implemented in January 2001 as demonstrated by achieving target margins, staffing stability, increased market share and notable growth.
- The merger plan covered the selection and development of key management personnel, the creation of detailed job descriptions and compensation packages remunerating vital personnel based upon performance and profitability within respective venues. In addition, detailed job descriptions were produced, market salary surveys were conducted and progressive job

- Operated centrifugal pumps, limeslakers, solid contact basins, rapid sand filters, coagulation /flocculation feed equipment, aerators, emergency power generators, chlorination equipment, and booster pump stations.
- Assisted with the preparation of the Department of Environmental Regulation reporting; training new personnel and conducted public tours of the treatment facility.

**Field Supervisor- Pasco County Utilities – 1983 – 1985:**

- Working Supervisor responsible for one or more field crews performing maintenance on the County's water distribution and wastewater collection systems. Work included operation of televising and jet vactor truck, valve, fire hydrant and water meter replacements and repair of broken water and sewer lines.

**Extracurricular Professional Activities:**

- Prepared curriculum and taught Backflow/Cross Connection on behalf of Region 4 of the Florida Water and Pollution Control Operators Association.
- Instructed students during an annual Short School in the subjects of mathematics and lime softening.
- Conducted numerous oral presentations on water conservation to various civic associations in West Pasco County.

**Education:**

- California State University, Sacramento. Advanced Waste Treatment Course. January 1994.
- Pinellas County Technical Institute. Florida Water and Pollution Control Operators Association. Wastewater Collection. Technology training Course. September 1993
- Pinellas County Technical Institute. Florida Water and Pollution Control Operators Association. Water Distribution B Technology Training Course. April 1993.
- Florida Chamber of Commerce Environmental Permitting Summer School. July 1991, August 1990.
- Santa Fe Community College. Florida Water and Pollution Control Operators Association. Wastewater Collection Class C Technology Training Course. August 1991.
- California State Univ. Sacramento. Operation of Wastewater Treatment Plants. Volume I: July 1991. Volume II: August 1991.
- Pinellas Vocational Technical Institute. Florida Water and Pollution Control Operators Association. Backflow Prevention Assembly Tester Training Course. September 1990.

- Santa Fe Community College. Florida Water and Pollution Control Operators Association. Water Distribution Class C Technology Training Course. August 1990.
- California State University Sacramento. Operation and Maintenance of Wastewater Collection Systems. Volume I: June 1990. Volume II: September 1990.
- California State University, Sacramento. Operation and Maintenance of a Water Distribution System. February 1990.
- Michigan State University. Supervisory Management in the Water/Wastewater Field. November 1990.
- University of Florida. Water Treatment Plant Operations Course. December 1988.
- California State University, Sacramento. Water Treatment Plant Operation. Volume I: January 1988. Volume II: July 1988.
- Pinellas Vocational Technical Institute. Water Operations Training Program Class C. December 1986.
- Florida Water and Pollution Control Operators Association. Water and Wastewater Treatment. Annual Short School. December 1986. October 1987. February 1988.

**Professional Certifications:**

- State of Florida, Department of Business and Professional Regulation: Licensed Water Treatment Plant Operator, Certification (#COA5894)
  - Class A February 1989
  - Class B August 1988
  - Class C February 1987
  - Class D November 1986
- State of Florida, Department of Business and Professional Regulation; Licensed Wastewater Treatment Plant Operator. Certification (#COB8727).
  - Class B July 1994
  - Class C May 199
  - Wastewater Collection Technician. Class A Certification #358 July 1997
  - Wastewater Collection Technician. Class B Certification #563. October 1993.
  - Wastewater Collection Technician. Class C Certification #1351. August 1991.
  - Backflow Prevention Assembly Tester. Certification #7.
  - Water Distribution Technician. Class A Certification #285 July 1997

- Water Distribution Technician.  
Class B Certification #371, April 1993.
- Water Distribution Technician.  
Class C Certification #996. August 1990

**Professional Memberships:**

- American Water Works Association
- Florida Water and Pollution Control  
Operators Association
- National Rural Water Association



Water and Wastewater Operations, Maintenance, Design, Management

Proposed Holiday Utility Service Territory

Description for Holiday Utility Company Involving the Territory Applied for in Pasco County, Florida.

A parcel of land in the Holiday Utility Company's service area more particularly described as follows:

Commence at the SW corner of the SE  $\frac{1}{4}$  of Section 24, Township 26 South, Range 15 East, for a Point of Beginning; thence run North along the West line of the SE  $\frac{1}{4}$  of said Section 24, a distance of 1,100 feet, more or less, to the South line of Beacon Square Unit 12 as recorded in Plat Book 9, Page 70 of the Public Records of Pasco County, Florida; thence East along the South line of said Beacon Square Unit 12, a distance of 1,103 feet, more or less, to the SE corner of Lot 1467 of said Unit 12; thence North a distance of 220 feet, more or less, to the NE corner of Lot 1450 of said Unit 12; thence East, a distance of 62.75 feet, more or less, to the SE 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 NE corner of said Lot 1225; thence East a distance of 250.74 feet, more or less, to the NW 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 85.51 feet, more or less, to the SW corner of said Lot 1229; thence East a distance of 40 feet, more or less, to the SE corner of said lot 1229; thence North a distance of 85.72 feet, more or less, to the NE corner of said Lot 1229; thence East a distance of 1,188.80 feet, more or less to the NE corner of Lot 1247 of said Unit 11-A; thence South a distance of 92.00 feet, more or less, to the SE 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 5, 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 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 State Road No. 55, Section 14030 (U.S. Highway 19), as it is now established; thence South along said right-of-way, a distance of 1,898 feet, more or less, to a point on the North right-of-way of Plaza Drive as it is now constructed; thence S89°10'44"W, a distance of 1,279 feet, more or less, to a point on the East boundary of an existing utility easement; thence S01°13'29"E, a distance of 744 feet, more or less, to the South line of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 30; thence West along said South line a distance of 1,392 feet, more or

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less, to the SW corner of the NW ¼ of said Section 30; thence West along the South line of the North ¼ of Section 25, a distance of 2,640 feet, more or less, to the SW corner of the NW ¼ of the NE ¼ of said Section 25; thence North along the West line of the NW ¼ of the NE ¼ of said Section 25, a distance of 1,320 feet, more or less, to the Point of Beginning;

Also

Commence at the NE corner of the NW ¼ of the SW ¼ of Section 35, for a Point of Beginning; thence run South along the East line of the NW ¼ of the SW ¼ of said Section 35, a distance of 1,320 feet, more or less, thence continue South along the East line of the SW ¼ of the SW ¼ of said Section 35, a distance of 1,320 feet, more or less, to the South line of said Section 35; thence West along the South line of said Section 35, a distance of 660 feet, more or less, to the NE 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 formerly was 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 a Northwesterly direction along 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 Company, as described in the final judgment of Civil Circuit No. 2015 dated February 23, 1971 and recorded February 23, 1971 in Official Records Book No. 531, page 31 as Clerk's 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 2,670 feet, more or less, to the NW corner of the NE ¼ of the SE ¼ of Section 34, Township 26 South, Range 15 East; thence East a distance of 1,320 feet, more or less, along the North line of the NE ¼ of the SE ¼ of said Section 34; thence continue East along the North line of the NW ¼ of the SW ¼ of said Section 35, a distance of 1,320 feet, more or less, to the Point of Beginning.

Less

Commence at the Southeast corner of the Northwest ¼ of Section 30, Township 26 South, Range 16 East; thence S89°03'03"W, a distance of 104.34 feet; thence N01°21'03"E, along the West right-of-way line of U.S. Highway 19 as it is now constructed, 2,061.39 feet, more or less, to the North right-of-way line of Plaza Drive as it is now constructed, for a Point of Beginning; thence due West for 1300 feet, more or less, along said right-of-way; thence due North 250 feet, more or less, to the North boundary of a parcel of land described in Official Records 509, page 20 of the Official Records of Pasco County; thence due East 1300 feet, more or less, along said boundary to the West right-of-way line of U.S. Highway 19; thence due South along the said right-of-way 250 more or less to the Point of Beginning.

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Also less

Commence at the SE corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 35, Township 26 South, Range 15 East, for a Point of Beginning; thence run South along the East line of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 35, a distance of 660 feet, more or less; thence continue South along the East line of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 35, a distance of 1,320 feet, more or less, to the South line of said Section 35; thence West along the South line of said Section 35, a distance of 1,320 feet, more or less, to the SW corner of said Section 35; thence north along the West line of the SW  $\frac{1}{4}$  of said Section 35, a distance of 991.69 feet; thence N89°36'45"E, a distance of 686.30 feet; thence N00°09'54"W, a distance of 428.88 feet; thence N00°04'04"E, a distance of 236.37 feet; thence N89°19'55"E, a distance of 332.74 feet; thence N00°04'51"E, a distance of 332.75 feet, more or less, to the North line of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 35; thence East along the North line of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 35, a distance of 333.19 feet, more or less, to the Point of Beginning.

## DEVELOPER SERVICE AGREEMENT

**HOLIDAY UTILITY COMPANY, INC.** furthermore referred to as **UTILITY** and **ELAINE MICKLER** as **Personal Representative of the Bartley L. Mickler Estate**, hereto known as **DEVELOPER** agree as follows:

1. **DEVELOPER** desires **UTILITY** to make water service available to the property established in the **UTILITY** service territory established in 1974 and noted in the **UTILITY** tariff, (Property) and incorporated by reference herein for the benefit in perpetuity of **DEVELOPER**, its successors, administrators and assigns.
2. **UTILITY** agrees to make water service available to the Property for the benefit of **DEVELOPER**, its successors, administrators, and assigns, subject to the terms and conditions as set forth below.
3. The Contribution-In-Aid-of-Construction (CIAC) required by **UTILITY** to provide water service is estimated to be an amount yet to be determined. A breakdown of the CIAC estimate shall be provided as needed. This amount must be paid to **UTILITY**, prior to start up of design of extension of **UTILITY** infrastructure is under way, if not already established in the immediate area. Additional charges, such as meter installation, tap and Allowance for Funds Prudently Invested (AFPI), shall be paid at time of connection, or as otherwise provided in **UTILITY**'s tariff.
4. The estimated CIAC is further based upon an estimate of administrative and legal fees and for recording fees associated with this Agreement.
5. **UTILITY** reserves the right and the **DEVELOPER** agrees to allow the **UTILITY** to inspect and/or test the on-site water distribution system prior to rendering service and from time to time thereafter, but **UTILITY** assumes no responsibility for the system.
6. The providing of water service is subject to prevailing rates, fees, and charges of **UTILITY**, as set forth in **UTILITY**'s approved tariff. These rates, fees and charges are subject to change as approved by the appropriate governmental authority. The **DEVELOPER** agrees to comply with all Rules and Regulations of **UTILITY** as set forth in the tariff. These Rules and Regulations are subject to change as approved by the appropriate governmental authority and are available upon request.

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05/01/03

7. DEVELOPER shall provide written notice to UTILITY, at least 72 hours prior to start of construction, that construction of contributed facilities or a connection to the UTILITY's existing system is about to commence.
  
8. The parties agree that the following mutual protections are included in this Agreement:
  - a. This document is the entire agreement between the parties and supercedes all previous agreements between the parties;
  - b. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment;
  - c. This Agreement is subject to the laws of the State of Florida.
  - d. This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any rights for other persons or entities;
  - e. The UTILITY has the exclusive right to provide water service to the Property;
  - f. This Agreement is binding on both parties and each has the power and authority to bind themselves and their respective business organizations by signing below; and
  - g. This Agreement shall be filed with the Florida Public Service Commission.

ACCEPTED BY DEVELOPER:

Signature: Elaine Mickler

As: Elaine Mickler as Personal Representative of the Mickler Estate

Date: May 1, 2003

ACCEPTED BY UTILITY:

Signature: Gary Deremer

As: Gary Deremer, President

Date: May 1, 2003



## DEVELOPER SERVICE AGREEMENT

**HOLIDAY UTILITY COMPANY, INC.** furthermore referred to as **UTILITY** and **GULFWINDS, LLP**, hereto known as **DEVELOPER** agree as follows:

1. **DEVELOPER** desires **UTILITY** to make water service available to the property established in the **UTILITY** service territory established in 1974 and noted in the **UTILITY** tariff, (Property) and incorporated by reference herein for the benefit in perpetuity of **DEVELOPER**, its successors, administrators and assigns.
2. **UTILITY** agrees to make water service available to the Property for the benefit of **DEVELOPER**, its successors, administrators, and assigns, subject to the terms and conditions as set forth below.
3. The *Contribution-In-Aid-of-Construction* (CIAC) required by **UTILITY** to provide water service is estimated to be an amount yet to be determined. A breakdown of the CIAC estimate shall be provided as needed. This amount must be paid to **UTILITY**, prior to start up of design of extension of **UTILITY** infrastructure is under way, if not already established in the immediate area. Additional charges, such as meter installation, tap and Allowance for Funds Prudently Invested (AFPI), shall be paid at time of connection, or as otherwise provided in **UTILITY**'s tariff.
4. The estimated CIAC is further based upon an estimate of administrative and legal fees and for recording fees associated with this Agreement.
5. **UTILITY** reserves the right and the **DEVELOPER** agrees to allow the **UTILITY** to inspect and/or test the on-site water distribution system prior to rendering service and from time to time thereafter, but **UTILITY** assumes no responsibility for the system.
6. The providing of water service is subject to prevailing rates, fees, and charges of **UTILITY**, as set forth in **UTILITY**'s approved tariff. These rates, fees and charges are subject to change as approved by the appropriate governmental authority. The **DEVELOPER** agrees to comply with all Rules and Regulations of **UTILITY** as set forth in the tariff. These Rules and Regulations are subject to change as approved by the appropriate governmental authority and are available upon request.

Developer Service Agreement  
HolUtil/Gulfwinds LLP  
01/16/04

7. DEVELOPER shall provide written notice to UTILITY, at least 72 hours prior to start of construction, that construction of contributed facilities or a connection to the UTILITY's existing system is about to commence.
  
8. The parties agree that the following mutual protections are included in this Agreement:
  - a. This document is the entire agreement between the parties and supercedes all previous agreements between the parties;
  - b. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment;
  - c. This Agreement is subject to the laws of the State of Florida.
  - d. This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any rights for other persons or entities;
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  - f. This Agreement is binding on both parties and each has the power and authority to bind themselves and their respective business organizations by signing below; and
  - g. This Agreement shall be filed with the Florida Public Service Commission.

ACCEPTED BY DEVELOPER:

Signature: \_\_\_\_\_

Michael J. Ryan

As: General Partner

Date: January 16, 2004

Signature: \_\_\_\_\_

James M. Dreher

As: General Partner

Date: January 16, 2004

ACCEPTED BY UTILITY:

Signature: \_\_\_\_\_

As: Gary Deremer, President

Date: January 16, 2004