

Tymber Creek Utilities, Incorporated
1951 W. Granada Blvd.
Ormond Beach, FL 32174

02/10/2012

State of Florida
Public Service Commission
Certified Mail: 7009 0080 0002 3630 6910

RECEIVED - FPSC
12 FEB 15 AM 9:26
COMMISSION
CLERK

Re: Docket No. 110317-WS Application for transfer of "stock redemption" not "majority organizational control" of Tymber Creek Utilities, Incorporated, holder of Certificate Nos. 303-W and 525-S in Volusia County, from Steve P Shirah and Joseph Stanley Shirah to Joseph Stanley Shirah only.

Dear Patti Daniel,

Responses to letter dated January 31, 2012

1. Noticing: Please find enclosed from the tariff sheets the description of territory.
2. Affidavits of Noticing: Please find enclosed the notice to be sent to a list of municipalities supplied by the Commission.
3. Please find enclosed a personal financial statement from Joseph Stanley Shirah.
4. Ownership of Land: Please find enclosed the tax record in the name of Tymber Creek Utilities, Incorporated.
5. Tariff: Please find enclosed the original; they already have J. Stanley Shirah as issuing officer.
6. Utility Name: We will leave name as Tymber Creek Utilities, Incorporated.
7. Majority Control: Please find enclosed the legal agreement between Steve P. Shirah, Joseph S. Shirah and Ronald E. Shirah.

The ownership and legal and equitable interests of Ronald E. Shirah was purchased by agreement dated January 1, 1987 by J. Stanley Shirah and Steve P. Shirah.

The partnership was incorporated on February 21, 1994. The initial board was J. Stanley Shirah and Steve P. Shirah each having 50% ownership.

If you have any further questions please don't hesitate to ask.

J. Stanley Shirah



Tymber Creek Utilities, Incorporated
386-672-9815

12 FEB 15 AM 9:26

DOCUMENT NUMBER - DATE

00866 FEB 15 12

FPSC-COMMISSION CLERK

COMMISSIONERS:
RONALD A. BRISÉ, CHAIRMAN
LISA POLAK EDGAR
ART GRAHAM
EDUARDO E. BALBIS
JULIE I. BROWN

STATE OF FLORIDA



MARSHALL WILLIS, DIRECTOR
DIVISION OF ECONOMIC REGULATION
(850)413-6900

Public Service Commission

January 31, 2012

Mr. J. Stanley Shirah
Tymer Creek Utilities, Incorporated
1951 W. Granda Blvd.
Ormond Beach, FL 32174

Re: Docket No. 110317-WS, Application for transfer of majority organizational control of Tymer Creek Utilities, Incorporated, holder of Certificate Nos. 303-W and 525-S in Volusia County, from Steve P. Shirah to Joseph Stanley Shirah.

Dear Mr. Shirah:

Staff has reviewed the above reference application for transfer of majority organizational control of Tymer Creek Utilities, Incorporated (utility) from Steve P. Shirah to Joseph Stanley Shirah (applicant) and has identified the following deficiencies and additional information necessary to complete the application.

Deficiencies

- 1. Noticing.** Rule 25-30.030, Florida Administrative Code (F.A.C.), prescribes the format for noticing an application for transfer of majority organizational control (TMOC). A sample noticing format is available in the TMOC application package that can be found in the "Water and Wastewater Application Packages" on the Commission website www.floridapsc.com. You can access application packages by selecting the Water and Wastewater drop-down under the "Utility Regulation" tab. Not only does the notice contained in the application not have the required description of territory, the notice does not appear to have been given. Please contact the technical or legal staff listed below for assistance with noticing format and procedures.
- 2. Affidavits of Noticing.** Section 367.045(1)(a), Florida Statutes (F.S.) and Rule 25-30.030(8), F.A.C., require affidavits of noticing. According to your application, you believe this provision is not applicable, possibly because notice was not given. Transfer applications are required to be noticed and the utility must provide proof of the noticing by affidavit. Again, I would suggest you contact the technical or legal staff listed below for assistance with the format and procedures for affidavits of noticing.

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-0850

An Affirmative Action / Equal Opportunity Employer

PSC Website: <http://www.floridapsc.com>

Internet E-mail: contact@psc.state.fl.us

3. **Public Interest.** Rule 25-30.037(3)(f), F.A.C., requires that TMOC applications include a statement indicating how the transfer is in the public interest, including a showing of financial ability. Please provide a showing of your ability to provide service as sole utility owner, such as a recent personal financial statement showing your assets and liabilities.
4. **Ownership of Land.** Rule 25-30.037(3)(i), F.A.C., requires evidence that the utility owns the land upon which the utility treatment facilities are located. Please provide evidence that the utility owns the land upon which the wastewater treatment facility is located, or a copy of an agreement which provides for the continued use of the land. No additional information is need with respect to the utility's water facilities or percolation ponds.
5. **Tariff.** Rule 25-30.037(3)(j), F.A.C., requires an original and two copies of sample tariff sheets reflecting the TMOC. The application contained copies of existing water and wastewater rate schedules. However, all new original water and wastewater tariffs are required to be filed for the transfer. Model water and wastewater tariffs are also available in the "Water and Wastewater Application Packages" on the Commission website. You may also wish to contact technical staff for assistance in preparing the tariffs.

Additional Information

6. **Utility Name.** According to the application, the name of the utility is Tymber Creek Utilities, Inc. However, the name that appears on Certificate Nos. 303-W and 525-S is Tymber Creek Utilities, Incorporated, which is the name approved for the utility by the Commission in Docket No. 041339-WS, and the name registered for the utility with the Florida Department of State Division of Corporations (Div. of Corps). The Div. of Corps also shows a fictitious name of Tymber Creek Utilities that may apply to the utility, but the Commission has not approved a fictitious name. The name on Certificate Nos. 303-W and 525-S will remain as Tymber Creek Utilities, Incorporated until authorized to change, or be replaced with a fictitious name, by the Commission in a future proceeding. Meanwhile, in all future filings with the Commission, in all customer interactions, and in all business conducted by the utility, you must use the utility's authorized name of Tymber Creek Utilities, Incorporated, as approved by the Commission.
7. **Majority Control.** Pursuant to the application, the TMOC is from Steve P. Shirah to Joseph Stanley Shirah. However, pursuant to the corporate reorganization and name change approved in Order No. PSC-05-0188-FOF-WS, issued February 18, 2005, in Docket No. 041339-WS, the owners of the utility were Messrs. J. Stanley, Steve P. and Ronald E. Shirah, each retaining 1/3 interest in the utility. Please explain when, and under what circumstances, Ronald E. Shirah relinquished ownership.

Mr. J. Stanley Shirah
January 31, 2012
Page 3

For assistance with the requested information, please contact technical staff, Ms. Patricia Brady at (850) 413-6686 or pbrady@psc.state.fl.us, or legal staff, Michael Lawson, Esq., at (850) 413-6076 or mlawson@psc.state.fl.us. Otherwise, please file your response to deficiencies and additional information on or before February 29, 2012. Your response should identify the Docket Number and be either filed electronically at filings@psc.state.fl.us or mailed to:

Ann Cole, Director
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Sincerely,



Patti Daniel
Public Utilities Supervisor
Bureau of Certification, Economics, and Tariffs

PD:pb:lr

cc: Division of Economic Regulation (Brady)
Office of the General Counsel (Lawson)
Office of Commission Clerk (Docket No. 110317-WS)

~~X~~ \

LEGAL NOTICE

Notice is hereby given on February 10, 2012, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of majority organizational control of Tymber Creek Utilities, Incorporated from Steve P. Shirah to Joseph Stanley Shirah, providing service to the following described territory in Volusia County, Florida.

In Township 14 South – Range 31 East, Volusia County.

Section 24 – Parcel #5 – A portion of the Southeast ¼ of said Section 24, as described as follows:

As a point of reference, commence at the Southeast corner of said Section 24; Thence South 88 degrees 3 minutes 10 seconds West a distance of 1306.37 feet to a point in the Westerly right-of-way line of Interstate 95 (a 300 foot right-of-way as used) which is the point of beginning of the following described parcel; Thence South 86 degrees 22 minutes 40 seconds West a distance of 1661.89 feet to a point; Thence North 0 degrees 58 minutes 06 seconds West a distance of 1383.16 feet to a point; Thence North 88 degrees 29 minutes 30 seconds East a distance of 1282.47 feet to a point in the Westerly right-of-way line of said Interstate 95; Thence South 16 degrees 57 minutes 20 seconds East along said Westerly right-of-way line of Interstate 95 a distance of 1371.34 feet to the point of beginning.

Parcel #6 – That part of the following described parcel that lies Westerly of Interstate 95 (a 300 foot right-a-way). The Easterly 264 feet of the Northwest ¼ and the Westerly 792 feet of the Northeast ¼ of the Southeast ¼ and the Westerly 792 feet of the northeast ¼ of the southwest ¼ of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting there from these portions used for Hull Road and for Interstate I-95 Highway.

Section 25 – Parcel #1 – The South ¼ of the East ½ of the Northwest ¼ except the west 25 feet in Hull Road, and the northwest ¼ of the Southwest ¼ North of Creek (Little Tomoka River) except the west 25 feet in Hull Road of said Section 25.

Parcel #2 – The North ½ of the South ½ of the East ½ of the northwest ¼ except the west 25 feet from Hull Road of said section 25.

Parcel #3 – The northeast ¼ of the northwest ¼ except the west 25 feet in Hull Road, said section 25.

Parcel #4 – A portion of the northeast ¼ of said section 25, more particularly described as follows:

As a point of reference, commence at the Northeast corner of said section 25; Thence South 88 degrees 03 minutes 10 seconds west a distance of 1306.37 feet to a point in the westerly right-of-way line of Interstate 95 (a 300 foot right-of-way as used) which is the point of beginning of the following described parcel; thence south 16 degrees 57 minutes 20 seconds east along the westerly right-of-way line of said interstate 95 a distance of 1333.37 feet to a point; thence south 86 degrees 26 minutes 21 seconds west a distance of 2034.63 feet to a point; thence north 0 degrees 44 minutes 20 seconds west a distance of 1296.89 feet to a point; then north 86 degrees 22 minutes 40 seconds east a distance of 1661.89 feet to the point of beginning.

Any objection to the said application must be made in writing and filed with the Office Of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, FL 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the ground for the objection with particularity.

Tymber Creek Utilities, Incorporated
1951 W. Granada Blvd.
Ormond Beach, FL 32174

#3

Personal Financial Statement

SECTION 1 Applicant INFORMATION (Type or Print)		SECTION 2 Co-applicant INFORMATION (Type or Print)	
Name	J. Stanley Shirah	Name	
Date of Birth	06/15/41 Social Security # 263-64-2418	Date of Birth	Social Security #
Residence Address	333 Groover Creek Crossing	Residence Address	
City, State & Zip	Ormond Beach, FL 32174	City, State & Zip	
Position or Occupation	President Number of years	Position or Occupation	Number of years
Employer Name	Shirah Builders, Inc. / Tymber Creek Utilities, Incorporated	Employer Name	
Res. Phone (386) 672-3667	Bus. Phone (386) 677-5702	Res. Phone	Bus. Phone
Nearest Relative Not living with Me	Todd Shirah Relationship: Son	Nearest Relative Not living with Me	Relationship:
Address	77 Concord Phone (386) 299-8018	Address	Phone

SECTION 3 - STATEMENT OF FINANCIAL CONDITION AS OF <u>2/7/2012</u>					
Indicate "A" (Applicant), "C" (Co-applicant) or "J" (Jointly held w/others) beside assets and liabilities to indicate to whom item applies					
Assets	A,C or J	\$ Amount	Liabilities	A,C or J	\$ Amount
Cash on hand and in banks-Schedule A	A	\$ 430,000	Notes payable to banks - secured- Schedule E	A	\$ 300,000
IRAs 401K & Retirement Assets			Notes payable to banks - unsecured- Sched. E		
U.S. Gov't & Marketable Securities -Schedule B			Due to brokers - margin loans-Schedule E		
Securities held by broker in margin accounts			Amounts payable to others - secured		
Restricted or Control Stocks (public Co. only)			Credit Cards- Schedule E		
Real Estate Owned - Schedule C		\$ 1,750,000	Equity Lines- Schedule E		
Loans Receivable	A	\$ 215,000	Unpaid Taxes (Income, Property, Etc.)		
Cash value-life insurance - Schedule D	A	\$ 90,000	Real estate mortgages payable - Schedule C		
Value of Closely Held Business			Other Debts - Itemize		
Automobiles and other personal property	A	\$ 160,000			
Other Assets- Itemize					
Tymber Creek Utilities, Incorporated	A	\$ 230,000			
Airplane & Hanger	A	\$ 150,000			
			TOTAL LIABILITIES		\$ 300,000
			NET WORTH		\$ 3,025,000
TOTAL ASSETS		\$ 3,025,000	TOTAL LIABILITIES AND NET WORTH		\$ 2,727,500

INCOME FOR YEAR ENDED: _____		Applicant	Co-Applicant	EXPENSES:
Salary	Utility and Social Security	\$ 40,000	\$	Rent Payment
Bonuses and Commissions				Alimony
Interest & Dividends				Child support
Rental income		\$ 21,000		Tuition
Other income (Alimony, or child support need not be revealed if you do not wish to have it considered as a basis for repaying this obligation)				PERSONAL INFORMATION (both applicant and co-applicant)
TOTAL INCOME		\$ 61,000	\$	Are you a US Citizen? Yes
CONTINGENT LIABILITIES				Do you have a will? <u>Yes</u> If so, name of executor Estate
Do you have any contingent liabilities? If so, describe	\$	\$		Are you a partner or officer in any other venture? If so, describe Tymber Creek Utilities, Inc., Nats Motors, Inc., Nats Air, Inc., Itlido Inc.
As endorser, co-maker or guarantor?	\$	\$		Income tax settled through (date)
On leases or contracts?	\$	\$		Are any assets pledged other than as described on schedules? If so, describe No
Legal claims	\$	\$		Are you a defendant in any suits or legal actions? If so, describe No
Other special debt	\$	\$		Have you or your businesses ever been declared bankrupt? No
Amount of contested income tax liens	\$	\$		

(Completed Schedules and Sign on Reverse Side)

Schedule A – Cash and Investments

Number of Shares	Name of Bank or Broker	In Name Of	Date of Value	Value
Money Market	Suntrust Bank			\$ 70,000
Retirement	Jackson Retirement			\$ 350,000
Cash				\$ 10,000
			Total	\$ 430,000

Schedule B – U.S. Government & Marketable Securities

Type Of Account	Description	In Name Of	Are These Pledged?	Date of Value	Current Balance
Notes Receivable	Tymber Creek Utilities, Incorporated				\$ 215,000
				Total	\$ 215,000

Schedule C – Real Estate Owned

-1- Address Of Property	-2- Property Description— Type: Commercial (C), Residential (R), Agriculture (A) Use: Office, warehouse, home, lot Size: Square Footage			-3- Cost	-4- Date Acquired	-5- Current Market Value
	TYPE	USE	Size			
1 Lot 1 Lost Creek						\$ 70,000
2 333 Groover Creek Crossing						\$ 400,000
3 1951 W. Granada Blvd.						\$ 300,000
4 2003 Old Tomoka Rd.						\$ 250,000
5 332 Groover Creek Crossing						\$ 80,000
6 4 Acres for Perc Ponds						\$ 650,000
					Total	\$ 1,750,000
-6- Name of Lender	-7- Title In Name Of		-8- Mortgage Balance	-9- Monthly Payment	-10- Monthly Rental Income	-11- Ownership Percentage
1						
2						
3						
4						

Schedule D – Life Insurance Carried, Including Whole Life and Group Insurance

Name of Insurance Company	Owner of Policy	Beneficiary	Face Amount	Policy Loans	Cash Surrender Value
CM Life Insurance	J. Stanley Shirah	Estate	\$ 1,400,000		\$ 90,000

Schedule E – Banks or Finance companies where Credit Has Been Obtained

Name Of Lender	Collateral Description	Type (Line of Credit, term loan)	Maximum Line Amount	Monthly payment	Current Balance	Maturity
Suntrust Bank		Line Of Credit	\$300,000			

Each of the undersigned hereby instructs, consents and authorizes SunTrust Bank, or any affiliate, subsidiary or other entity related thereto ("Lender") to obtain a consumer credit report and any other information relating to their individual credit status in the following circumstances: (a) relating to the opening of an account or upon application for a loan or other product or service offered by Lender by a commercial entity of which the undersigned is a principal, member, guarantor or other party, (b) thereafter, periodically according to the Lender's credit review and audit procedures, and (c) relating to Lender's review or collection of a loan, account, or other Lender product or service made or extended to a commercial entity of which the undersigned is a principal, member, guarantor or other party.

Each of the undersigned certify that everything stated on the front and back of this Personal Financial Statement and any other documents or information submitted in connection with this Personal Financial Statement is true, accurate and complete. Each of the undersigned understand that Lender will retain this Personal Financial Statement. Each of the undersigned hereby authorize Lender to verify at any time any information submitted to Lender by or on behalf of the undersigned; obtain further information concerning the credit standing of the undersigned, including without limitation, credit and employment history; and exchange credit information concerning the undersigned with other individuals or entities, including, without limitation, any affiliate, subsidiary or other entity related to SunTrust Bank. Each of the undersigned authorize Lender to consider this Personal Financial Statement as a continuing statement of financial condition until replaced by a new Personal Financial Statement or until the undersigned specifically notifies Lender in writing of any change in such financial condition.

This Personal Financial Statement, including the consent to obtain consumer credit report contained above is executed by the undersigned on the date(s) listed below.

Customer Signature (Applicant)



J. Stanley Shirah

Printed Name

Date Signed

2/7/12

Signature (Co-applicant)

Printed Name

Date Signed

#4

**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
COUNTY OF VOLUSIA, FLORIDA REAL ESTATE ANNUAL BILL**

PARCEL NUMBER	ALT. KEY	PROPERTY ADDRESS	YEAR	MILL CODE	ESCROW
412504001420	2478446	105 SANDY SPRING ORMOND BEACH	2011	201	

See reverse side for important information

PARCEL 142 EXC N 70 FT IN CANAL
SEWAGE & WATER TREATMENT PLA
NT SITE TYMBER CREEK PHASE 1 MB
34 PGS 98 TO 103 INC PER OR
3912 PG 3182

TYMBER CREEK UTILITIES INC
1951 W GRANADA BLVD
ORMOND BEACH FL 32174-6740

RE-47389



AD VALOREM TAXES

TAXING AUTHORITY	MILL. RATE	ASSESSED VAL.	EXEMPTIONS	TAXABLE VAL.	TAXES LEVIED
0050 COUNTY	6.37910	2,500	0	2,500	15.95
0057 VOLUSIA FOREVER	.05350	2,500	0	2,500	.13
0058 VOLUSIA ECHO	.20000	2,500	0	2,500	.50
0059 VOLUSIA FOREVER I & S - 2005	.14650	2,500	0	2,500	.37
0520 MOSQUITO CONTROL	.20800	2,500	0	2,500	.52
0530 PONCE INLET/PORT AUTHORITY	.09290	2,500	0	2,500	.23
0010 SCHOOL	8.06300	2,500	0	2,500	20.16
0180 ORMOND BEACH	3.89330	2,500	0	2,500	9.73
0181 ORMOND BEACH I&S 2002	.11570	2,500	0	2,500	.29
0182 ORMOND BEACH I&S 2003	.04750	2,500	0	2,500	.12
0184 ORMOND BEACH I&S 2010	.14490	2,500	0	2,500	.36
0060 ST JOHNS RIVER WATER MGMT	.33130	2,500	0	2,500	.83
0065 FLORIDA INLAND NAVIGATION DIST	.03450	2,500	0	2,500	.09
0100 HALIFAX HOSPITAL	1.75000	2,500	0	2,500	4.38




psc
408.72

TOTAL MILLAGE	21.46020	TOTAL AD VALOREM TAXES	55.66
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NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
TOTAL NON-AD VALOREM ASSESSMENTS		0.00

COMBINED TAXES & ASSESSMENTS

The total in each box already reflects the discount. Please pay only one amount. See reverse side for instructions and information	If Paid By:	Total Amt Due:
	Nov 30, 2011	51.51
	Dec 31, 2011	52.05
	Jan 31, 2012	52.59
	Feb 29, 2012	53.12
Mar 31, 2012	53.66	

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

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 -

METER SIZE

BASE FACILITY CHARGE

5/8" x 3/4"	\$9.41
3/4"	\$14.12
1"	\$23.53
1 - 1/2"	\$47.05
2"	\$75.28
3"	\$150.56
4"	\$235.25
6"	\$470.50

Gallonage Charge

Per 1,000 Gallons \$3.89

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - SEP 26 2011

TYPE OF FILING - Staff-Assisted Rate Case

J. Stanley Shirah
ISSUING OFFICER

Secretary
TITLE

NAME OF COMPANY WATER TARIFF TYMBER CREEK UTILITIES, INCORPORATED

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" x 3/4"	\$9.41
3/4"	\$14.12
1"	\$23.53
1 - 1/2"	\$47.05
2"	\$75.28
3"	\$150.56
4"	\$235.25
6"	\$470.50

<u>Gallage Charge (Per 1,000 Gallons)</u>	
0 - 6,000 Gallons	\$3.57
6,001 - 10,000 Gallons	\$4.12
Over 10,000 Gallons	\$6.18

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - SEP 26 2011

TYPE OF FILING - Staff-Assisted Rate Case

J. Stanley Shirah
ISSUING OFFICER

Secretary
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVEDORDER NO. 8242
SHEET NO. THREE(3)

EXHIBIT "A"

In Township 14 South - Range 31 East, Volusia County

Section 24Parcel #5 - A portion of the Southeast $\frac{1}{4}$ of said Section 24, described as follows:

As a point of reference, commence at the Southeast corner of said Section 24; Thence South 88 degrees 3 minutes 10 seconds West a distance of 1306.37 feet to a point in the Westerly right-of-way line of Interstate 95 (a 300 foot right-of-way as used) which is the point of beginning of the following described parcel; Thence South 86 degrees 22 minutes 40 seconds West a distance of 1661.89 feet to a point; Thence North 0 degrees 58 minutes 06 seconds West a distance of 1383.16 feet to a point; Thence North 88 degrees 29 minutes 30 seconds East a distance of 1282.47 feet to a point in the Westerly right-of-way line of said Interstate 95; Thence South 16 degrees 57 minutes 20 seconds East along said Westerly right-of-way line of Interstate 95 a distance of 1371.34 feet to the point of beginning.

Parcel #6 - That part of the following described parcel that lies Westerly of Interstate 95 (a 300 foot right-of-way). The Easterly 264 feet of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Westerly 792 feet of the northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom these portions used for Hull Road and for Interstate "I-95" Highway.

Section 25

Parcel #1 - The South $\frac{1}{4}$ of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ except the west 25 feet in Hull Road, and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ North of creek (Little Tomoka River) except the west 25 feet in Hull Road of said Section 25,

Parcel #2 - The North $\frac{1}{4}$ of the South $\frac{1}{4}$ of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ except the west 25 feet in Hull Road of said Section 25,

Parcel #3 - The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ except the west 25 feet in Hull Road, said Section 25,

Parcel #4 - A portion of the Northeast $\frac{1}{4}$ of said Section 25, more particularly described as follows:

As a point of reference, commence at the Northeast corner of said Section 25; Thence South 88 degrees 03 minutes 10 seconds West a distance of 1306.37 feet to a point in the Westerly right-of-way line of Interstate 95 (a 300 foot right-of-way as used) which is the point of beginning of the following described parcel; Thence South 16 degrees 57 minutes 20 seconds East along the Westerly right-of-way line of said Interstate 95 a distance of 1333.37 feet to a point; Thence South 86 degrees 26 minutes 21 seconds West a distance of 2034.63 feet to a point; Thence North 0 degrees 44 minutes 20 seconds West a distance of 1296.89 feet to a point; Then North 86 degrees 22 minutes 40 seconds East a distance of 1661.89 feet to the point of beginning.

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$ 20.00</u>	
1"	<u>34.00</u>	
1 1/2"	<u>66.00</u>	
Over 2"	<u>106.00</u>	

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the 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.

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

EFFECTIVE DATE - April 15, 2005

TYPE OF FILING: Name Change

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE - April 15, 2005

TYPE OF FILING - Name Change

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE - April 15, 2005TYPE OF FILING - Name Change

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ₁	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ₁	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$ ₁	
<u>Inspection Fee</u>	\$ ₁	
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__ foot frontage).....	\$	
All others-per front foot.....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$100.00	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ₁	
<u>Plan Review Charge</u>	\$ ₁	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE - April 15, 2005

TYPE OF FILING - Name Change

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WATER TARIFF

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

TYMBER CREEK UTILITIES, INCORPORATED
1951 W. STATE ROAD 40
ORMOND BEACH, FL 32174

Date:

Receipt of deposit payment:

Received from: _____

Address: _____

\$ _____

By: _____

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WATER TARIFF

APPLICATION FOR WATER SERVICE

**WATER TAP APPLICATION
TYMBER CREEK UTILITIES, INCORPORATED
1951 W. State Road 40
Ormond Beach, FL 32174**

_____ 20 _____

I hereby apply for tap and service connections for size _____ water meter and to be furnished with water from the Tymber Creek Utilities, Incorporated mains for _____ purposes at the location described as follows, to wit:

And have enclosed herewith the sum of \$ _____ to cover the cost of such installation and in consideration thereof agree to take from Tymber Creek Utilities, Incorporated water for the purpose above specified and to use and pay for said water as provided for by Agreement, now of record, or as may be hereafter revised.

Signed

Receipt of \$ _____ covering the cost of complete installation of water service at the within described location, as provided for by Agreement, is hereby acknowledged on the _____ Day of _____ A.D., 20 _____

Tymber Creek Utilities, Incorporated

**J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE**

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WATER TARIFF

APPLICATION FOR METER INSTALLATION

**METER INSTALLATION APPLICATION
TYMBER CREEK UTILITIES, INCORPORATED**

**1951 W. State Road 40
Ormond Beach, FL 32174**

20

I hereby apply for tap and service connections for size _____ water meter and to be furnished with water from the Tymber Creek Utilities, Incorporated mains for _____ purposes at the location described as follows, to wit:

And have enclosed herewith the sum of \$ _____ to cover the cost of such installation and in consideration thereof agree to take from Tymber Creek Utilities, Incorporated water for the purpose above specified and to use and pay for said water as provided for by Agreement, now of record, or as may be hereafter revised.

Signed

Receipt of \$ _____ covering the cost of complete installation of water service at the within described location, as provided for by Agreement, is hereby acknowledged on the _____ Day of _____ A.D., 20 _____

Tymber Creek Utilities, Incorporated

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WATER TARIFF

COPY OF CUSTOMER'S BILL

TyMBER Creek Utilities, Incorporated
 1951 W. State Road 40
 Ormond Beach, FL 32174 (386) 672-9815

First Class Mail
 US Postage Paid
 Ormond Beach, FL
 32174
 Permit #84

METER READ	11/29/04	12/27/04	USAGE	AMOUNT
	149000	149000	0	

Prior Balance 17.27
 Water 7.32
 Sewer 9.95
 Payment -17.27

Total Due 17.27

DUE DATE	AMOUNT DUE
01/10/05	17.27
ACCOUNT NO.	IF LATE PAY
2170	
BILLING DATE	SERVICE TYPE
12/27/04	Residential
STREET ADDRESS	
333 Groover Creek Crossing	
ACCOUNT NO.	AMOUNT DUE
2170	17.27

DUE DATE	IF LATE PAY
01/10/05	
RETURN THIS STUB WITH PAYMENT	

J. Stanley Shirah
 333 Groover Creek Crossing
 Ormond Beach, FL 32174

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
 TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater 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>
All meter sizes	\$24.10

<u>Gallage Charge</u>	
Per 1,000 Gallons	\$6.36
(8,000 gallon maximum)	

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - SEP 26 2011

TYPE OF FILING - Staff-Assisted Rate Case

J. Stanley Shirah
ISSUING OFFICER

Secretary
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater 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" x 3/4"	\$24.10
3/4"	\$36.15
1"	\$60.25
1 - 1/2"	\$120.50
2"	\$192.80
3"	\$385.60
4"	\$602.50
6"	\$1,205.00

Gallage Charge
Per 1,000 Gallons \$7.63

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - SEP 26 2011

TYPE OF FILING - Staff-Assisted Rate Case

J. Stanley Shirah
ISSUING OFFICER

Secretary
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVEDORDER NO. 8242
SHEET NO. THREE(3)

EXHIBIT "A"

n Township 14 South - Range 31 East, Volusia County

Section 24Parcel #5 - A portion of the Southeast $\frac{1}{4}$ of said Section 24, described as follows:

As a point of reference, commence at the Southeast corner of said Section 24; Thence South 88 degrees 3 minutes 10 seconds West a distance of 1306.37 feet to a point in the Westerly right-of-way line of Interstate 95 (a 300 foot right-of-way as used) which is the point of beginning of the following described parcel; Thence South 86 degrees 22 minutes 40 seconds West a distance of 1661.89 feet to a point; Thence North 0 degrees 58 minutes 06 seconds West a distance of 1383.16 feet to a point; Thence North 88 degrees 29 minutes 30 seconds East a distance of 1282.47 feet to a point in the Westerly right-of-way line of said Interstate 95; Thence South 16 degrees 57 minutes 20 seconds East along said Westerly right-of-way line of Interstate 95 a distance of 1371.34 feet to the point of beginning.

Parcel #6 - That part of the following described parcel that lies Westerly of Interstate 95 (a 300 foot right-of-way). The Easterly 264 feet of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Westerly 792 feet of the northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom these portions used for Hull Road and for Interstate "I-95" Highway.

Section 25

Parcel #1 - The South $\frac{1}{4}$ of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ except the west 25 feet in Hull Road, and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ North of creek (Little Tomoka River) except the west 25 feet in Hull Road of said Section 25,

Parcel #2 - The North $\frac{1}{4}$ of the South $\frac{1}{4}$ of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ except the west 25 feet in Hull Road of said Section 25,

Parcel #3 - The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ except the west 25 feet in Hull Road, said Section 25,

Parcel #4 - A portion of the Northeast $\frac{1}{4}$ of said Section 25, more particularly described as follows:

As a point of reference, commence at the Northeast corner of said Section 25; Thence South 88 degrees 03 minutes 10 seconds West a distance of 1306.37 feet to a point in the Westerly right-of-way line of Interstate 95 (a 300 foot right-of-way as used) which is the point of beginning of the following described parcel; Thence South 16 degrees 57 minutes 20 seconds East along the Westerly right-of-way line of said Interstate 95 a distance of 1333.37 feet to a point; Thence South 86 degrees 26 minutes 21 seconds West a distance of 2034.63 feet to a point; Thence North 0 degrees 44 minutes 20 seconds West a distance of 1296.89 feet to a point; Then North 86 degrees 22 minutes 40 seconds East a distance of 1661.89 feet to the point of beginning.

J. STANLEY SHIRAH
ISSUING OFFICERSECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$ 20</u>	
1"	<u>34</u>	
1 1/2"	<u>66</u>	
Over 2"	<u>106</u>	

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest 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 Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE: April 15, 2005

TYPE OF FILING: Name Change

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

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

EFFECTIVE DATE: April 15, 2005

TYPE OF FILING: Name Change

J. STANLEY SHIRAH

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY</u> <u>AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$1	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD.....	\$	
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).....	\$ 600.00	
All others-per gallon.....	\$	
or		
Residential-per lot (__ foot frontage)	\$	
All others-per front foot.....	\$	
<u>Plan Review Charge</u>	\$1	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD).....	\$ 450.00	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon.....	\$	

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

EFFECTIVE DATE - April 15, 2005

TYPE OF FILING - Name Change

~~J. STANLEY SHIRAH~~

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WASTEWATER TARIFF

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT.....	18.0

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

TYMBER CREEK UTILITIES, INCORPORATED
1951 W. STATE ROAD 40
ORMOND BEACH, FL 32174

Date:

Receipt of deposit payment:

Received from: _____

Address: _____

\$ _____

By: _____

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE _____

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

SEWER TAP APPLICATION
TYMBER CREEK UTILITIES, INCORPORATED
1951 W. State Road 40
Ormond Beach, FL 32174

20

I hereby apply for a sewer tap from the Tymber Creek Utilities, Incorporated mains for _____
Purposes at the location described as follows, to wit:

And have enclosed herewith the sum of \$ _____ to cover the cost of such a tap and to
Pay for usage as provided for by Agreement, now of record, or as may be hereafter revised.

Signed

Receipt of \$ _____ covering the cost of a sewer tap at the within described
Location, as provided for by Agreement, is hereby acknowledged on the _____ day of
_____ A.D., 20 _____.

Tymber Creek Utilities, Incorporated

J. STANLEY SHIRAH
ISSUING OFFICER
SECRETARY
TITLE

NAME OF COMPANY TYMBER CREEK UTILITIES, INCORPORATED

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Tymer Creek Utilities, Incorporated
 1951 W. State Road 40
 Ormond Beach, FL 32174 (386) 672-9815

METER READ	11/29/04	12/27/04	USAGE	AMOUNT
	149000	149000	0	

Prior Balance 17.27
 Water 7.32
 Sewer 9.95
 Payment -17.27

Total Due 17.27

DUE DATE	IF LATE PAY
01/10/05	

RETURN THIS STUB WITH PAYMENT

DUE DATE	AMOUNT DUE
01/10/05	17.27
ACCOUNT NO.	IF LATE PAY
2170	
BILLING DATE	SERVICE TYPE
12/27/04	Residential
STREET ADDRESS	
333 Groover Creek Crossing	
ACCOUNT NO.	AMOUNT DUE
2170	17.27

First Class Mail

US Postage Paid
 Ormond Beach, Fl
 Permit #84

J. Stanley Shirah
 333 Groover Creek Crossing
 Ormond Beach, Fl 32174

J. STANLEY SHIRAH
 ISSUING OFFICER
SECRETARY
 TITLE

#6

In all future filings with the Commission, in all customer interactions, and in all business conducted by our utility company will be by the Commission approved name of Tymber Creek Utilities, Incorporated.

#7
AGREEMENT

This agreement is made and entered into on this 1st day of January, 1987, in Ormond Beach, Volusia County, Florida, by and between J. STANLEY SHIRAH, First Party, STEVE P. SHIRAH, Second Party, and RONALD E. SHIRAH, Third Party.

WHEREAS, the parties own or have an interest in several companies and business entities, and

WHEREAS, First and Second Parties desire to purchase from Third Party all of Third Party's ownership and legal and equitable interests in said companies and business entities, and

WHEREAS, Third Party is desirous of selling to First and Second Parties his ownership and legal and equitable interests in said companies and business entities, and

WHEREAS, all parties recognize and assert that it is in the best interest of all parties to consummate the terms of this said agreement, and

WHEREAS, the parties have negotiated at arms' length a fair and equitable price and value of the respective parties' interests as pertains to said companies and business entities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and the sum of TEN DOLLARS (\$10.00), in hand paid by each party to the other parties, receipt whereof is hereby acknowledged, the parties covenant and agree as follows:

1. The parties own the following companies and business entities:
 - a. J. K. Shirah and Sons, Inc.
 - b. Tomoka Cable TV, a partnership
 - c. Tymber Creek Utilities, a partnership
 - d. Ormond Septic Systems, a partnership
2. The parties have determined, after full disclosure and investigation of all matters, that Third Party's ownership interests in the aforesaid companies and business entities are as follows:

a.	J. K. Shirah and Sons, Inc.	\$30,000.00
b.	Tomoka Cable TV, a partnership	\$40,000.00
c.	Tymber Creek Utilities	\$25,000.00
d.	Ormond Septic Systems	\$15,000.00

3. First and Second Parties shall purchase from Third Party all of Third Party's interests in the companies and business entities recited in paragraphs 1 and 2 above for the full value of Third Party's interest therein as recited in paragraph 2, above.

4. First and Second Party shall execute in favor of Third Party a promissory note for the entire purchase price, ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00), and said note shall be in substantially the same form as the specimen copy attached hereto and by reference made a part hereof as Exhibit "A". Said note shall bear interest at the rate of ten percent (10%) per annum and the principal shall be amortized over a period of ten (10) years, the monthly payments thereof to begin on the first day of January, 1987, and payments to continue on the first day of each succeeding month until said obligation is paid in full. Said monthly payments shall be in the amount of ONE THOUSAND FOUR HUNDRED FIFTY-THREE AND 80/100 DOLLARS (\$1453.80). Third Party hereby acknowledges receipt of FIVE THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS (\$5535.00) as attributed to the payments due Third Party from January 1, 1987, through and including the July 1, 1987 payment. Concurrent with the execution hereof First and Second Parties shall pay to Third Party the sum of FOUR THOUSAND SIX HUNDRED AND FORTY-ONE DOLLARS (\$4641.00) as the balance due Third Party through July 31, 1987, incident to the terms of said promissory note.

5. Upon execution of this said agreement Third Party relinquishes unto First and Second Parties all of Third Party's legal and equitable interest and ownership in the aforesaid companies and business entities, and Third Party will execute any and all documents and perform any and all reasonable acts to effect transfer of Third Party's ownership into First and Second Parties.

6. This agreement encompasses the full and complete agreement of the parties, and this said agreement supersedes any and all previous written or oral agreements of the parties pertaining to the matters herein contained, and any said prior agreements if any, whether written or oral, are specifically encompassed and merged into this said agreement.

7. First and Second Parties hereby assume any and all indebtedness relating to the companies and business entities recited in paragraph 1, above, and First and Second Parties agree to indemnify and hold Third Party harmless from any such indebtedness. Further, all deficit accounts of Third Party as pertains to each of the said businesses is hereby deemed satisfied and paid in full.

8. The terms and provisions herein recited shall be governed by Florida law, and venue as to any subsequent proceeding arising out of this said agreement shall be Volusia County, Florida.

9. Should any provision herein contained be deemed unenforceable for any reason, said unenforceability of that said provision shall not affect any other provision herein contained, and in the event of such unenforceable provision the parties agree that this agreement will be construed as if said unenforceable provision did not exist.

10. The parties, and each of them, have had full opportunity to investigate and values of the respective companies and business entities, and each party represents and warrants to the other that said values are fair and reasonable in the premises.

11. Neither party has made any representation to any other party as pertains to the terms and conditions and covenants of this said agreement, and neither party has done any act to coerce or otherwise induce any party to cause any other party to enter into this said agreement. Each party enters into this agreement of his own free will, voluntary act and volition.

12. The parties furthermore acknowledge that J.K. Shirah & Sons, Inc. is a Florida corporation and the amount itemized for the corporation is to be stock purchase by said corporation.

13. In the event any party is required to enforce the provisions of this said agreement, the defaulting party shall be responsible for all costs and attorney's fees incurred by the enforcing party provisions.

WITNESSETH

Patricia Latorre

J. Stanley Shirah
J. STANLEY SHIRAH

Dawn Braw

Patricia Latorre

Steve P. Shirah
STEVE P. SHIRAH

Dawn Braw

Patricia Latorre

Ronald E. Shirah
RONALD E. SHIRAH

Dawn Braw

Patricia Latorre

J.K. Shirah & Sons, Inc.
J.K. SHIRAH & SONS, INC.

Dawn Braw

STATE OF FLORIDA
COUNTY OF VOLUSIA

On this day before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared J. STANLEY SHIRAH, who, after being duly sworn, upon his oath, states that he executed the foregoing agreement for the purposes therein expressed.

Witness my hand and official seal this 10th day of July, 1987.

Patricia Latini

Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC, State of Florida at Large.
My Commission Expires April 28, 1988
Bonded by AUTO OWNERS INSURANCE CO.

STATE OF FLORIDA
COUNTY OF VOLUSIA

On this day before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared STEVE P. SHIRAH, who, after being duly sworn, upon his oath, states that he executed the foregoing agreement for the purposes therein expressed.

Witness my hand and official seal this 10th day of July, 1987.

Patricia Latini

Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC, State of Florida at Large.
My Commission Expires April 28, 1988
Bonded by AUTO OWNERS INSURANCE CO.

STATE OF FLORIDA
COUNTY OF VOLUSIA

On this day before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared RONALD E. SHIRAH, who, after being duly sworn, upon his oath, states that he executed the foregoing agreement for the purposes therein expressed.

Witness my hand and official seal this 10th day of July, 1987.

Patricia Latini

Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC, State of Florida at Large.
My Commission Expires April 28, 1988
Bonded by AUTO OWNERS INSURANCE CO.

January 1 19 87

PROMISSORY NOTE

We, J. Stanley Shirah and Steve P. Shirah

PROMISE TO PAY

\$ 110,000.00

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of

RONALD E. SHIRAH

at 602 Barlin Drive, Nashville, Tennessee 37221


the PRINCIPAL SUM of

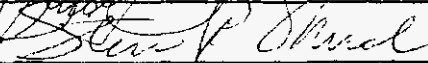
One hundred ten thousand and no/100-----DOLLARS

together with interest thereon from January 19 87
at the rate of 10% per annum on the unpaid balance until paid

in full in 10 years at \$1,453.80 per month

If default be made in the payment of any installment under this note, and if such default is not made good within 30 days, the entire principal sum accrued plus interest shall at once become due and payable without notice at the option of the holder(s) of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. In the event of default in the payment of this note, and if the same is placed in the hands of an attorney at law for collection, the undersigned hereby agree(s) to pay all costs of collection including a reasonable attorney's fee. ~~Presentment, protest and notice are hereby waived.~~



Seal


Seal

Seal

Seal

FILED
1994 FEB 24 AM 8 48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
TYMBER CREEK UTILITIES, INCORPORATED

ARTICLE I - NAME

The name of this corporation is **TYMBER CREEK UTILITIES, INCORPORATED.**

ARTICLE II - DURATION

This corporation shall have perpetual existence commencing on the date of execution and acknowledgment of these Articles of Incorporation.

ARTICLE III - PURPOSE

This corporation is organized for the purpose of transacting any or all lawful business.

ARTICLE IV - CAPITAL STOCK

This corporation is authorized to issue Seven Thousand (7000) shares at One Dollar (\$1.00) par value of common stock.

ARTICLE V - PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be 1951 State Road 40, Ormond Beach, Florida 32174.

ARTICLE VI - INITIAL REGISTERED AGENT AND ADDRESS

The name and address of the initial registered agent is **JOHN C. REVIS, 648 South Ridgewood Avenue, Daytona Beach, Florida 32114.**

EFFECTIVE DATE
2-21-94

ARTICLE VII - INITIAL BOARD OF DIRECTORS

The number of directors of this corporation shall be two. The names and street addresses of the members of the first board of directors, who shall hold office for the first year of existence of the corporation or until their successors are elected or appointed and have qualified, are:

J. Stanley Shirah	1951 State Road 40
Steve P. Shirah	Ormond Beach, FL 32174

ARTICLE VIII - INCORPORATORS

The name and address of the person signing these Articles of Incorporation are as follows:

JOHN C. REVIS
648 South Ridgewood Avenue
Daytona Beach, FL 32114

ARTICLE IX - MANAGEMENT OF CORPORATION BY SHAREHOLDERS

All corporate powers shall be exercised by or under the authority of, and the business and affairs of this corporation and shall be managed under, the direction of the shareholders of this corporation.

ARTICLE X - POWERS

This corporation shall have all of the corporate powers enumerated in the Florida General Corporation Act.

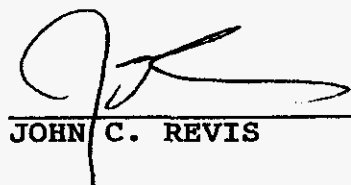
ARTICLE XI - INDEMNIFICATION

The corporation shall indemnify any officer or any former officer to the full extent permitted by law.

ARTICLE XII - AMENDMENT


This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment thereto and any right conferred upon the shareholders is subject to this reservation.

The undersigned has executed these Articles this 21st day of February, 1994.



JOHN C. REVIS

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED ABOVE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

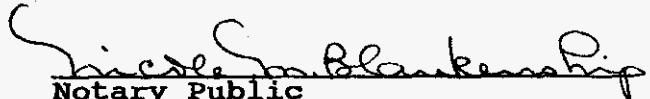


JOHN C. REVIS

STATE OF FLORIDA]
] SS
COUNTY OF VOLUSIA]

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JOHN C. REVIS known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of February, 1994.


Notary Public
My Commission Expires:

NICOLE M. BLANKENSHIP
NOTARY PUBLIC, STATE OF FL.
COMM. EXP. JUNE 18, 1995
#CC107134

FILED
1994 FEB 24 AM 8:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA