

State of Florida



# Public Service Commission

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

**-M-E-M-O-R-A-N-D-U-M-**

---

**DATE:** August 12, 2009  
**TO:** Ann Cole, Commission Clerk - PSC, Office of Commission Clerk  
**FROM:** Avy Crawford, Regulatory Analyst II, Division of Economic Regulation *AC SH*  
**RE:** Docket No. 090170-WU - Application for staff-assisted rate case in Lee County by Mobile Manor Water Company, Inc.

---

The attached documents were sent to the Division of Economic Regulation. Please incorporate the attached response letter into the docket file.

RECEIVED-FPSC  
09 AUG 12 PM 2:13  
COMMISSION  
CLERK

DOCUMENT NUMBER-DATE

08373 AUG 12 8

FPSC-COMMISSION CLERK



**MOBILE MANOR WATER COMPANY, INC.  
C/O BENSON'S, INC.**

July 31, 2009

Ms. Avy Crawford  
Accounting Analyst  
Division of Economic Regulation  
Capital Circle Office Center  
2540 Shumard Oak Blvd  
Tallahassee, FL 32399-0850

RECEIVED  
REGULATORY SERVICE  
09 AUG -3 AM 9:43  
DIVISION OF  
ECONOMIC REGULATION

Re: Docket No.: 090170-WU  
Company Name: Mobile Manor Water Company, Inc.  
Company Code: WU167  
Audit Purpose: Alb; Staff Assisted Rate Case  
Audit Control No: 09-131-1-1

Dear Ms. Crawford,

We are in receipt of the final Audit Report for the Utility stated above and this is our official response also sent to the Office of the Commission Clerk.

**Audit Finding #1:** Please explain the need for a cost study to establish a rate base as of December 31, 2008 and what this will entail. This utility is operating in the deficit and has very limited funds available, other than what the community loans to the utility in order to continue to operate.

**Audit Finding #2:** The utility provided a detailed list of an expected meter replacement program. Please find enclosed the capital cost projection for replacing meters on a 4 year plan. Also invoicing from HD Supply and Lowes which average cost of meter is \$47.71 + tax and installation per meter averages \$261.77.

**Audit Finding #3:** The utility previously provided invoices and detail and are doing so again for the \$26,466.70 in dispute. Please see attached.

DOCUMENT NUMBER-DATE

08373 AUG 12 8

REGULATORY SERVICE  
OFFICE OF THE COMMISSION CLERK

Page 2  
Public Service Commission  
Ms. Avy Crawford, Accounting Analyst  
July 31, 2009

Audit Finding #4: Cost of Capital. Please find enclosed the Loan Agreement dated February 19, 2009 for \$20,000.00 and the board meeting minutes of March 25, 2008 authorizing the \$3,000.00 or more to be loaned to Mobile Manor Water, Inc. There is no formal note for this short term debt other than board approval to loan the funds to the utility.

Please do not hesitate to contact us if there are any further questions concerning the above information.

Sincerely,



Bonita D. Vandall  
Managing Agent on behalf of the  
Mobile Manor Water Company, Inc.  
CAM, CMCA, CFPM, AMS®, PCAM®



# Public Service Commission

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

**-M-E-M-O-R-A-N-D-U-M-**

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**DATE:** July 15, 2009

**TO:** Ms. Avy Crawford, Accounting Analyst, Division of Economic Regulation

**FROM:** Dale N. Mailhot, Assistant Director, Division of Regulatory Compliance *DM*

**RE:** Docket No.: 090170-WU  
Company Name: Mobile Manor Water Company, Inc.  
Company Code: WU167  
Audit Purpose: A1b; Staff Assisted Rate Case  
Audit Control No: 09-131-1-1

---

Attached is the final audit report for the utility stated above. I am sending the utility a copy of this memo and the audit report. If the utility desires to file a response to the audit report, it should send a response to the Office of the Commission Clerk. There are no confidential work papers associated with this audit.

DNM/ch

Attachment: Audit Report

cc: Division of Regulatory Compliance (Salak, Mailhot, Harvey,  
Miami District Office, Tampa District Office, File Folder)  
Office of Commission Clerk  
Office of the General Counsel

Mr. Tom Hawkins, President  
Mobile Manor Water Company, Inc.  
12650 Whitehall Drive  
Fort, Meyers, FL 33907-3619

STATE OF FLORIDA



FLORIDA PUBLIC SERVICE COMMISSION  
DIVISION OF REGULATORY COMPLIANCE  
BUREAU OF AUDITING

Tallahassee District Office

MOBILE MANOR WATER COMPANY, INC.

STAFF ASSISTED RATE CASE

TEST YEAR ENDED DECEMBER 31, 2008

DOCKET NO. 090170-WU  
AUDIT CONTROL NO. 09-131-1-1

Handwritten signature of V. Hymavathi in cursive script.

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Hymavathi Vedula, Audit Manager

Handwritten signature of Lynn M. Deamer in cursive script.

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Lynn M. Deamer, District Audit Supervisor

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**DIVISION OF REGULATORY COMPLIANCE  
AUDITOR'S REPORT**

**July 07, 2009**

**TO: FLORIDA PUBLIC SERVICE COMMISSION**

We have applied the procedures described later in this report to meet the agreed upon objectives set forth by the Division of Economic Regulation in its audit service request dated May 7, 2009. We have applied these procedures to prepare the accompanying schedules of Rate Base, Net Operating Income, and Capital Structure as of December 31, 2008 for Mobile Manor Water Company, Inc. The attached schedules were prepared by the audit staff as part of our work in Docket No. 090170-WU.

This audit was performed following general standards and field work standards found in the AICPA Statements on Standards for Attestation Engagements. Our report is based on agreed upon procedures and the report is intended only for internal Commission use.

## **I. OBJECTIVES AND PROCEDURES**

### **GENERAL**

#### **Utility Books and Records**

*Objective:* To determine that the utility maintains its accounts and records in conformity with the National Association of Regulatory Commissioners' Uniform System of Accounts (NARUC USOA).

*Procedures:* The audit staff reviewed the utility's accounting system and found it not to be in compliance with the NARUC USOA. Audit Finding No. 1 discusses our findings.

### **RATE BASE**

#### **Utility Plant in Service (UPIS)**

*Objectives:* To determine that property exists and is owned by the utility. To determine that additions to UPIS are authentic, recorded at original cost, and properly classified in compliance with Commission rules and the NARUC USOA. To verify that the proper retirements of UPIS were made when a replacement item was put into service.

*Procedures:* The utility recorded UPIS as fully depreciated and could not provide the records from the original developer/builder concerning the original cost or the date of installation for the meters, pipes, valves, and master meter. The utility did not provide sufficient support for any additions to plant since the original plant was placed in service. Due to the lack of records, we determined the UPIS balance for the year ended December 31, 2008 could not be established. Audit Finding No. 2 addresses our findings for UPIS.

#### **Land and Land Rights**

*Objective:* To determine that utility land is recorded at original cost, used for utility operations, and owned or secured under a long-term lease.

*Procedures:* The utility does not have any land recorded in its general ledger. We reviewed the online database for Lee County, and no recent warranty deeds or land purchases were recorded for the utility.

#### **Accumulated Depreciation**

*Objectives:* To determine that accruals to accumulated depreciation are properly recorded in compliance with Commission rules and the NARUC USOA. To verify that depreciation expense accruals are calculated using the Commission's authorized rates and that retirements are properly recorded.

*Procedures:* The audit staff reviewed the utility's books and records for accumulated depreciation and noted that UPIS had been fully depreciated. However, we were not able to establish a plant balance as of December 31, 2008 so accumulated depreciation could not be determined either.

### Contributions in Aid of Construction (CIAC)

*Objectives:* To determine that additions to CIAC are properly recorded in compliance with Commission rules and the NARUC USOA. To verify and insure that all donated property is properly accounted for and recorded as CIAC.

*Procedures:* We reviewed the general ledger, approved tariffs, and tax returns for CIAC additions. We interviewed the owner of the utility and noted that the Utility does not have CIAC.

### Working Capital

*Objective:* To determine that the utility's working capital balance is properly calculated in compliance with Commission rules.

*Procedures:* We calculated the utility's working capital balance as of December 31, 2008 using one-eighth of operation and maintenance expense pursuant to Commission Rule 25-30.433(2), Florida Administrative Code.

## **NET OPERATING INCOME**

### Revenue

*Objectives:* To determine that utility charges are those approved by the Commission in the utility's current authorized tariff. To determine that revenue earned from utility property during the test year are recorded and are properly classified in compliance with Commission rules and the NARUC USOA.

*Procedures:* We compiled utility revenue for the 12-month period ending December 31, 2008 from the utility's billing register. We tested the reasonableness of the utility records by multiplying the average consumption times the number of customers in each class of service and compared it to the amount recorded by the utility. The utility provided its billing data in hard copy, so we tallied gallon usage by meter by month for all twelve months for 2008.

### Operation and Maintenance Expense (O&M)

*Objective:* To determine that O&M expenses are properly recorded in compliance with Commission rules, and are reasonable and prudent for ongoing utility operations.

*Procedures:* We compiled O&M expense items from the utility's general ledger and vendor invoice file. We reviewed the utility's invoices for proper amount, period, classification, NARUC account, and recurring nature. We reviewed the utility's methodology for proper allocation of expenses for water operations. Audit Finding No. 3 discusses our findings for O&M expense balances.

### Depreciation Expense

*Objective:* To determine that depreciation expense is properly recorded in compliance with Commission rules and that it accurately represents the depreciation of utility plant in service assets and the amortization of utility CIAC assets for ongoing utility operations.

*Procedures:* The audit staff reviewed the utility's books and records for depreciation expense which could not be established due to inadequate supporting documentation for UPIS.

Taxes Other Than Income (TOTI)

*Objective:* To determine the appropriate amounts for TOTI for the test year ended December 31, 2008

*Procedures:* We compiled TOTI expenses from the utility's general ledger and vendor invoice file. We reviewed the property tax invoices and regulatory assessment fee forms for proper amount, period, classification, NARUC account, and recurring nature.

**CAPITAL STRUCTURE**

GENERAL

*Objective:* To determine that the components of the utility's capital structure and the respective cost rates used to arrive at the overall cost of capital are properly recorded in compliance with Commission rules.

*Procedures:* We reviewed the 2008 general ledger for the capital structure components. Due to lack of proper support, we could not trace the long-term debt balance to any supporting contracts or agreements. Audit Finding No. 4 discusses our finding about the long-term debt balance.

## **II. AUDIT FINDINGS**

### **AUDIT FINDING NO. 1**

#### **SUBJECT: BOOKS AND RECORDS**

**AUDIT ANALYSIS:** Mobile Manor Water Company, Inc.'s books and records are not maintained in accordance with the National Association of Regulatory Commissioners' Uniform System of Accounts (NARUC USOA).

NARUC, Class C, Accounting Instructions, states:

All books of accounts, together with records and memoranda supporting entries therein, shall be kept in such a manner as to support fully the facts pertaining to such entries. The books and records referred to herein include not only the accounting records in a limited technical sense, but also all other records, reports, correspondence, invoices, memoranda, and information useful in determining the facts regarding a transaction.

Commission Rule 25-30.115, Florida Administrative Code (F.A.C.), requires Florida utilities to maintain their books and records in conformity with the NARUC USOA.

Mobile Manor Water Company, Inc. does not have adequate records to establish rate base. A cost study will be required to established rate base as of December 31, 2008.

The Commission should require the utility to maintain its books and records in compliance with the NARUC USOA, Commission orders, and Commission rules.

**AUDIT FINDING NO. 2**

**SUBJECT: UTILITY PLANT IN SERVICE**

**AUDIT ANALYSIS:** The utility recorded \$694 representing a pump for plant in service and \$694 for accumulated depreciation in its general ledger as of December 31, 2008. The utility was unable to provide adequate support for this pump. The utility is a distribution water utility and confirmed it owns mains, pipes, valves and meters, but did not provide any cost data for either the original cost or any replacement costs for these items. Since no cost data was provided, the audit staff could not determine accumulated depreciation or depreciation expense.

The Utility provided documentation for its meter replacement program but it didn't include any cost data. The following schedule notes the number of meters that have been replaced:

**METER REPLACEMENT PROGRAM**

<b>YEAR</b>	<b>NO. OF REPLACEMENTS</b>
2000	3
2001	2
2002	6
2003	7
2004	2
2005	0
2006	17
2007	15
2008	46

Bob G.  
report

## WATER METERS

CAPITAL COST PROTECTION FOR  
REPLACING METERS ON 4 YEAR PLAN

250 METERS TO BE REPLACED

$$250 \div 4 = 63 \text{ PER YEAR}$$

$$63 \div 12 = 9 \text{ MONTHS @ } 5 \text{ PER MONTH} = 45$$

$$3 \text{ MONTHS @ } 6 \text{ PER MONTH} = 18$$

AVERAGE COST PER INSTALLATION = \$50.00

$$1 \text{ YEAR} = 63 \times 50 = \$3150.00$$

$$4 \text{ YEAR PROGRAM} \times 4 = \$12600.00$$

METERS MAY BE DEPRECIATED OVER  
A TEN YEAR PERIOD, THUS RECOVERING  
OUR INVESTMENT IN 14 YEARS.

SUGGESTIONS:

REPLACE YEAR ROUND RESIDENTS FIRST

BORROW \$3000 FROM MOBILE MAJOR INC  
AT PRIME PLUS 2% AND REPAY OVER 15 MONTHS.  
Harold + Sandy to Move \$.

HAVE WATER BILLING LOSSES REPORTED TO  
BOARD MONTHLY

HD SUPPLY USA 512  
9791 SUPPLY, INC.  
10000 W. STATE ST. SUITE 100  
FORT WORTH, TX 76132

- S

FL 33912



Local Service, Nationwide

FILLED BY:

CHECKED BY:

REVIEWED BY:

RECEIVED BY:

SIGNATURE

PRINT NAME

HERE:

*Robert B. Martin*  
ENTERED BY: JOHN KELLY - 572

REPRINT DATE 02/22/2008 TIME 10:57 AM

1

CASH TICKET

6788046

S  
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P  
T  
O

CUSTOMER PICKUP  
CASH SALE 572  
MOBILE MANOR  
150 LANTERN LANE  
Ft Myers

FL  
33912

SPECIAL INSTRUCTIONS / COMMENTS

CALL ROBERT @ 248-672-4661 WHEN IN

IN

PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALE
			OUR TRUCK	CUSTOMER PICKUP	DIRECT	SHIPPED			

DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
430607MJ051BDAAA 3/4" COLD WATER MULTI-JET MET ERS - BRONZE MAINCASE WITH DIA LOG REGISTERS AND PLASTIC LIDS US GALLON	12	12		47.71	EA	572.52
TOTAL WEIGHT:				.00		

Water Meters

*RBm*

MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	END OF ORDER TOTAL SALE
572.52	6.000	34.35	.00	.00	.00	.00	.00	606.87

NOTICE: THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM ARE AGREED TO:

COPY B



Local Service, Nationwide

FILLED BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 REVIEWED BY: \_\_\_\_\_  
 RECEIVED BY: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 HERE: \_\_\_\_\_

DATE 02/25/2008 TIME 10:07 AM

ENTERED BY: JOHN KELLY - 572  
 SPECIAL INSTRUCTIONS / COMMENTS

PAGE 04

MYERS FL - S  
 572  
 Supply Dr  
 ers FL 33912  
 NE # 239 437 9444

68082 PAGE 1 CASH INVOICE 6789045

CASH SALE 572  
 HDS 572-FORT MYERS  
 8091 SUPPLY DR  
 FORT MYERS FL 33912

SHIP TO  
 CUSTOMER PICKUP  
 CASH SALE 572  
 MOBILE MANOR  
 150 LANTERN LANE  
 Ft Myers FL 33912

CALL ROBERT @ 248-672-4661 WHEN IN

DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
					OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED			

QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
12	12		47.71	EA	572.52
1/2" COLD WATER MULTI-JET METERS - BRONZE MAINCASE WITH DIA LOG REGISTERS AND PLASTIC LIDS 1.5 US GALLON TOTAL WEIGHT: .00					
Water Meters RBm					

DISCOUNT	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL
		34.35	.00	.00	.00	.00	.00	606.87

THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM ARE AGREED TO:

COPY B

07/29/2009 11:38 2395431414



DUPLICATE  
**INVOICE**

Local Service, Nationwide  
P.O. Box 1419  
Thomasville, Ga 31799-1419

## Branch Address:

HDSWN - FT MYERS FL - C  
Branch - 085  
4750 Laredo Ave  
Ft Myers FL 33905 0000

239/334-1997

INVOICE#	6959966
INVOICE DATE	3/27/08
ACCOUNT #	016322
SALESPERSON	FT MYERS HOUSE
BRANCH#	085
<b>Total Amount Due</b>	<b>1,754.35</b>

## Remit To:

HD SUPPLY WATERWORKS, LTD.  
PO BOX 100467  
ATLANTA, GA

30384-0467

Shipped to:  
CUSTOMER PICK-UP

CASH SALE  
NWW 85-FT MYERS  
4720 LAREDO AVE  
FORT MYERS FL 33905-4909

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.  
We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
3/26/08	3/26/08	SEE BELOW	MOBIL MANNOR			WILL CALL	6959966
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
	CUSTOMER PO#-CHARLES HARSHMAN						
4307GPPMM	PMM M20 5/8X3/4 DR USG MTR , BRONZE BOTTOM BROWN PLASTIC RING AND LID 7765696031003	24	24		39.29000	EA	942.96
4407RW	3/4X1/8 THK RUBBER MTR WASHER	100	100		.06000	EA	6.00
4407MC	3/4 METER CPLG (EACH)	24	24		5.42000	EA	130.08
3707B11233W	B11-233W 5/8X3/4 BALL CURB FIP	14	14		20.57000	EA	287.98
0500780	3/4X20' PVC SCH80 PIPE SWB SOLVENT WELD BELL	20	20		.23000	FT	4.60
2900780SHH	3/4 PVC S80 CPLG HXH 829-007	14	14		2.93000	EA	41.02
2900780AHM	3/4 PVC S80 MALE ADPT 836-007	14	14		2.80000	EA	39.20
0501080	1X20' PVC SCH80 GRAY PIPE SWB SOLVENT WELD BELL	20	20		.61000	FT	12.20
2901080SHH	1 PVC S80 CPLG HXH 829-010	6	6		3.01000	EA	18.06
2901080AHM	1 PVC S80 MALE ADPT 836-010	6	6		4.84000	EA	29.04
29010804HH	1 PVC S80 45 HXH 817-010	12	12		5.18000	EA	62.16
29007804HH	3/4 PVC S80 45 HXH 817-007	7	7		3.46000	EA	24.22
29010809HH	1 PVC S80 90 HXH 806-010	12	12		2.47000	EA	29.64
29007809HH	3/4 PVC S80 90 HXH 806-007	12	12		1.53000	EA	18.36
29APGQ31105	OATEY 31105 PVC CEMENT HD GRA Y QUART HEAVY DUTY GRAY CEMENT	1	1		9.53000	EA	9.53

CONTINUED... Page: 1



Local Service, Nationwide  
 P.O. Box 1419  
 Thomasville, Ga 31799-1419

Branch Address:  
 HDSW - FT MYERS FL - C  
 Branch - 085  
 4750 Laredo Ave  
 Ft Myers FL 33905 0000  
 239/334-1997

DUPLICATE  
**INVOICE**

INVOICE#	6959966
INVOICE DATE	3/27/08
ACCOUNT #	016322
SALESPERSON	FT MYERS HOUSE
BRANCH#	085
<b>Total Amount Due</b>	<b>1,754.35</b>

Remit To:  
 HD SUPPLY WATERWORKS, LTD.  
 PO BOX 100467  
 ATLANTA, GA  
 30384-0467

Shipped to:  
 CUSTOMER PICK-UP

CASH SALE  
 NWW 85-FT MYERS  
 4720 LAREDO AVE  
 FORT MYERS FL 33905-4909

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.  
 We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
3/26/08	3/26/08	SEE BELOW	MOBIL MANNOR			WILL CALL	6959966
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
	CUSTOMER PO#-CHARLES HARSHMAN						

This transaction is governed by and subject to HD Supply Waterworks standard terms and conditions, which are incorporated herein by this reference and accepted. To review these terms and conditions, please point your web browser to <http://waterworks.hdsupply.com/TandC/>.

<b>Terms</b>	<b>Subtotal</b>
NET 30	1,655.05

Freight	Delivery	Handling	Restock	Misc	Tax	INVOICE TOTAL	1,754.35
					99.30		

HDSW - FT MYERS FL - C  
 Branch - 085  
 4750 Laredo Ave  
 Ft Myers FL 33905 0000

THANK YOU FOR YOUR ORDER  
 VISIT  
 WATERWORKS.HDSUPPLY.COM  
 FOR OTHER SERVICES OFFERED

**INVOICE:** 6959966

APPLY IN 572  
 SUPPLY OR  
 33912-5315  
 437-9554

16: 207025756  
 607542606031612575666

Sale

Entry Method: Swiped

63.36

25:09:52

App Lock: 026335

42

line

er Co. *RBm*

Customer Code

THAN YOU!

5  
 FL 33912  
 Local Service, Nationwide  
 DATE: 02/06/2008 TIME: 07:10 PM  
 CASH TICKET 6783991  
 RECEIVED BY: SIGNATURE  
 PRINT NAME: JUST IN / DGLAP  
 ENTERED BY: 572

SHIP TO: 33912  
 CUSTOMER PICKUP  
 CASH SALE 572  
 Branch - 572  
 8091 Supply Pt  
 FL 33912  
 SPECIAL INSTRUCTIONS/COMMENTS

ORDER NO	JOB NAME	QUANTITY	UNIT PRICE	PER	AMOUNT
----------	----------	----------	------------	-----	--------

E2	ONE 3/4" SOUTH TAT PIPE AND NIPPLE ASSEMBLY	6	5.23	EA	31.38
E3	4407TRFN 3/4X1/8 TRICK FIBER RTR REPER	6	.26	EA	1.56
E4	3007S 3/4 BRASS COUPLINS	1	2.83	EA	2.83
E2	3007NCL 3/4XCL BRASS NIPPLE	1	2.43	EA	2.43
A1	29AP031233 RT 3/2" PIPE JOINT COMPOUND U	1	21.57	EA	21.57
TOTAL WEIGHT:		44			

DISC	SUBTOTAL	TAX	EX AMOUNT	FEES	DELIV	SHIPP	RE-TOCKING	MISCELLANEOUS	END OF ORDER
	59.77	6.00	3.59			00	00	00	63.36

THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM ARE AGREED TO:



COPY B

PLUMBER INTERIORS  
4750 LARDO AVE  
FT MYERS, FL 33906-4908  
941-334-1987

OT ID: 7951910066001034  
D: 0075421R 00000117400

12/10/08  
Safe

001-763

Entry Method: Saibed

\$ 714.23

8

074771

Online

Customer Entry

THANK YOU!

PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD		BILL OF LADING NO.	SHIPPED VIA	SALESMAN	
			CUSTOMER PICKUP	DIRECT				
10-10-08							085	
QTY	DESCRIPTION	UNIT ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT	
	124-M20-5/8X3/4 DR-DSG-MTR -BROWN BOTTOM BROWN PLASTIC RING AND LID WEIGHT: 4.0000 LB	12	12		40.46	EA	485.52	
1 4	4407KW 3/4X1/8 THK RUBBER MTR WASHER WEIGHT: .0100 LB	24	24		2.06	EA	1.44	
1 2	3707B13232W B23-232W 5/8X3/4 BMV FIPKMN LW WEIGHT: 1.3000 LB	6	6		25.08	EA	150.48	
1 1	4407BC 3/4 METEX CBLG (EACH) WEIGHT: .4500 LB	6	6		6.06	EA	36.36	
TOTAL WEIGHT: 58.74								
ALL CASH SALES ARE FINAL - NO REFUNDS OR EXCHANGES							END OF ORDER	
PRICE SUBTOTAL	TAX	EXHIBIT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE
673.80	6.000	40.43	00	00	00	00	00	714.23

E: THE TERMS AND CONDITIONS ON THE  
REVERSE SIDE OF THIS FORM ARE AGREED TO:



Local Service, Nationwide

REPAIR DATE 10/10/2008 TIME 04:24 PM  
CASH TICKET 8074171

FILED BY: [Signature]  
CHECKED BY:  
REVIEWED BY:  
RECEIVED BY: [Signature]  
SIGNATURE  
PRINT NAME HERE:  
ENTERED BY: JOHN KELLY - 085

SPECIAL INSTRUCTIONS / COMMENTS



COPY B



# Invoice



*Harry Waters Co.*

LOWE'S HOME CENTERS, INC.  
CCF 0592  
1651 NE PINE ISLAND RD.  
CAPE CORAL FL 33909

Please check the merchandise you are purchasing to ensure all items are received as Lowe's cannot be responsible for shortages after you leave Lowe's warehouse. Your signature acknowledges Lowe's delivery and your receipt the date set forth below of all items of merchandise, except those items noted as being for later delivery (e.g., LD-Lowe's Delivery; PL-Pick-up Later; SOS-Special Order Sale; or WF - Warehouse or back of store pick-up). Not signing acknowledgement of receipt, however, does not mean that such merchandise was not delivered. All claims and return merchandise MUST be accompanied by this invoice and made within 30 days of delivery for credit or refund. This document may also indicate a return of merchandise described below if "Return" is printed with reference to an item. In such instance you will be given credit or cash as described and your signature represents your acknowledgment of the accuracy of the terms and conditions of the return. SEE BELOW FOR (1) PAYMENT TERMS AND CONDITIONS FOR CERTAIN PURCHASES AND (2) WARRANTY INFORMATION AND AGREEMENTS DO NOT SIGN THIS INVOICE UNTIL COMPLETE AND YOU HAVE RECEIVED AND ACCEPTED THE MERCHANDISE CURRENTLY BEING DELIVERED TO YOU AND YOU HAVE READ THIS DOCUMENT. YOUR SIGNATURE CONSTITUTES YOUR AGREEMENT WITH APPLICABLE PROVISIONS LISTED BELOW. YOU ARE ENTITLED TO A COPY OF THE INVOICE.

TRANSACTION				CUSTOMER		DATE	PAGE	INVOICE NUMBER	
R SALE						03/12/08	1	43704	1*1
MERCH/GIFT CARD									
LOAD	QTY/UNIT	ITEM #	DESCRIPTION	UNIT PRICE	EXT. PRICE				
***	***	***	COPY OF ORIGINAL RECEIPT: FOR CUSTOMER USE ONLY	****	*****				
***	***	***	COPY OF ORIGINAL RECEIPT: FOR CUSTOMER USE ONLY	****	*****				
CW	1 EA	56128	3/4 X CLOSE SCH80 NIPPLE 207-013 MODEL NUMBER: 207-013RMC	0.42	0.42				
CW	1 EA	56131	3/4 X 3 SCH80 NIPPLE 207-030 MODEL NUMBER: 207-030RMC	0.53	0.53				
CW	3 EA	56129	3/4 X 2 SCH80 NIPPLE 207-020 MODEL NUMBER: 207-020RMC	0.46	1.38				
SUBTOTAL						2.33			
MERCH/GIFT CARD 7146 AUTHCODE 001473									
BEGIN BAL TRANSACTION AMT					17.20	2.47	14.73		
END BAL									
TAX							0.14		
PURCHASE ORDER REF. NO. ORDER CODE SALES PRDCH						TOTAL			
14:49:49 MERCH/GIFT CARD 2.47						2.47			
SALES #: 000807364						CC #: XXXXXXXXXXXXX			

**PAYMENT TERMS AND CONDITIONS:** The following terms and conditions apply to (1) Business Charge Account purchases (but without limiting or negating the complete terms and conditions of such Business Charge Account) and (2) purchases not paid for in full at time of purchase, and (3) any purchase involving a purchase order or other document (unless the terms and conditions of such have been expressly approved in writing by Lowe's). Any open-end or credit card account available from or through Lowe's (including Lowe's Revolving Credit Agreement and Lowe's Business Revolving Credit Account Agreement) is not subject to these payment terms and conditions, but is subject to the payment terms and conditions of such account. Lowe's regular billing date is the 25th of each month, with the balance due and payable not by the 10th of the following month. If your Business Charge account balance or purchase is paid by the 10th of the month next following billing or the purchase of merchandise, respectively, only the NET AMOUNT of the billing statement or purchase, respectively, will be payable. If not paid by the 10th, the account or your obligation to pay for the purchase is past due and in default, and a LATE CHARGE OR SERVICE CHARGE MAY BE MADE IN THE AMOUNT OF 1.12% PER MONTH OR 13% ANNUALLY, CALCULATED ON THE 25TH DAY OF EACH MONTH ON THE BALANCE AS OF THE 25TH DATE OF THE PREVIOUS MONTH (less payment and credits to said balance) UNTIL PAYMENT IN FULL IS MADE. DIFFERENT SERVICE CHARGE IS APPLICABLE TO PURCHASES IN THE FOLLOWING STATES: AR AND TX - 8.33% monthly, 10% annually; MD - 1% monthly, 12% annually; PA - 1.25% monthly, 15% annually; MS - 1.75% monthly, 21% annually; IL - 1.8% monthly, 21.6% annually; DE - 2% monthly, 24% annually.

**LIMITED WARRANTY:** This consumer product warranty is applicable to products used for personal, family or household purposes. It is not applicable to commercial transactions or products purchased for purposes of resale. Lowe's will repair or replace defective products, where necessary, for ninety (90) days from purchase. ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING EXPRESS WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND IMPLIED WARRANTY OF MERCHANTABILITY ARE LIMITED FOR THE SAME 90 DAY PERIOD. Some states do not allow limitations on how long an implied warranty lasts so such limitation may not apply. There shall be no remedy other than repair or replacement of the product. INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, SALES, LABOR, INJURY TO PERSON OR PROPERTY OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM THE WARRANTY. Some states do not allow exclusion or limitation of incidental or consequential damages so such exclusions may not apply. This warranty gives you specific legal rights and you may have other rights which vary from state to state. In event of defect or for further information regarding warranty performance, please contact your local Lowe's Store Manager or Lowe's Companies, Inc., Customer Relations, Box 1111, North Wilkesboro, NC 28656, Telephone (336) 658-4000.

**WARRANTY FOR COMMERCIAL PURPOSES:** This constitutes the agreement between Purchaser entered on the face hereof and Lowe's (also referred to as Seller). The following provisions apply notwithstanding Purchaser's not signing the face hereof if Purchaser accepts delivery of merchandise. Purchaser agrees that its sole and exclusive remedy against Seller shall be for repair or replacement of any defective merchandise as provided herein. Purchaser agrees that no other remedy, including but not limited to incidental or consequential damages for lost profits, sales, labor, injury to person or property or any other incidental or consequential loss, shall be available to Purchaser. This warranty shall be IN LIEU OF any other warranty, expressed or implied, including but not limited to ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

In case of dispute, if Purchaser either properly and lawfully rejects merchandise which does not conform to agreement or properly and lawfully revokes acceptance of such merchandise, Seller shall have a reasonable time for notification by Purchaser of any problems or defects to substitute conforming merchandise either by replacement of such non-conforming merchandise with conforming merchandise or by effecting repair or adjustment to the original merchandise. Merchandise to be returned must be accompanied by the original invoice or proof of purchase by the original Purchaser for refund or replacement. This shall include the repair or replacement of any necessary essential parts. In no event non-conforming merchandise cannot be made conforming or conforming merchandise cannot be furnished in substitution thereof, the non-conforming merchandise may be returned by the Purchaser to Seller at point of sale by Seller. THE LIABILITY OF SELLER IN THIS EVENT IS LIMITED TO ACCEPTANCE OF RETURNED NON-CONFORMING MERCHANDISE AND REFUND OF PURCHASE PRICE OR BY CREDIT OF THE PURCHASE PRICE TO PURCHASER'S BUSINESS CHARGE ACCOUNT OR BALANCE OWING TO SELLER, PLUS A PROPORTIONATE AMOUNT OF ANY FINANCE CHARGES INCURRED.

Even when Purchaser has the right to return non-conforming merchandise, this right is contingent upon notice to Seller, at least ten (10) days prior to date of proposed return. This to start Seller of the time and place of the proposed return along with a description of what merchandise is in fact to be returned. It is expressly agreed that Seller may decline to permit return of non-conforming merchandise and direct other disposition of the merchandise by Purchaser at Seller's option.

Seller's liability for non-conforming merchandise shall be limited either to conforming or replacing defective or non-conforming merchandise with conforming merchandise at Seller's election. Seller's obligation to conform or replace non-conforming merchandise shall terminate ninety (90) days after purchaser's receipt of the merchandise.

The above remedies are expressly agreed to be the sole and exclusive remedies available to Purchaser. This to protect Purchaser with respect to the merchandise listed on the face hereof and not to protect or indemnify Purchaser in any way with respect to the value or market price of the merchandise or with respect to the intended use or consequences of any furnishing or intent to furnish to third persons in the conduct and course of Purchaser's business.

Any action by Purchaser instituted against Seller for any breach of this agreement must be commenced within one year from the accrual of cause of action. The terms and conditions of this agreement shall be governed by the laws of North Carolina.

THIS "WARRANTY FOR COMMERCIAL PURPOSES" contains the totality of the agreement between the parties and is intended as the final expression of the agreement with respect to matters regulated thereby. THIS AGREEMENT IS BINDING UPON THE SUCCESSORS AND ASSIGNS OF THE PARTIES. THERE MAY BE NO MODIFICATION OR REVISION OF THIS AGREEMENT EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES. PURCHASER AGREES TO INDEMNIFY LOWE'S OF AND FROM ANY AND ALL DAMAGE WHICH MAY OCCUR, WHETHER A RESULT OF LOWE'S NEGLIGENCE OR NOT, TO THE LAND OR IMPROVEMENTS LOCATED AT THE PLACE OF DELIVERY.

Lowe's is a supplier of merchandise only. Lowe's does not engage in the practice of engineering, architecture or general contracting. Lowe's does not assume any responsibility for design, engineering or construction; for the selection or use of materials for a general or specific use; for quantities or timing of materials; for the use or installation of materials or for compliance with any building code or standard of workmanship.

**CONSUMER AWARENESS PROGRAM:** Lowe's has established a voluntary Consumer Awareness Program for its customers. The federal government has determined that some products sold by retailers may have chemical additives that could be harmful to your health. These manufacturers should supply Lowe's with information concerning the chemicals in the products, the safe use of said products, and medical treatment information. Information as to these products may be obtained from your local Lowe's Store Manager.



DUPLICATE  
**INVOICE**

Local Service, Nationwide  
P.O. Box 1419  
Thomasville, Ga 31799-1419

Branch Address:  
HDSNW - FT MYERS FL - S  
Branch - 572  
8091 Supply Dr  
Ft Myers FL 33912  
239/437-9444

INVOICE#	6788046
INVOICE DATE	2/26/08
ACCOUNT #	168082
SALESPERSON	FT. MYERS HOUSE
BRANCH#	572
<b>Total Amount Due</b>	<b>606.87</b>

Remit To:  
HD SUPPLY WATERWORKS, LTD.  
PO BOX 100467  
ATLANTA, GA  
30384-0467

Shipped to:  
CUSTOMER PICK-UP

CASH SALE 572  
HDS 572-FORT MYERS  
8091 SUPPLY DR  
FORT MYERS FL 33912 5919

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.  
We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
2/19/08	2/25/08	248-672-4661				WILL CALL	6788046
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
430607MJ051BDAAA	5/8 X 3/4" MJ05-1BD-AAA-2 COLD WATER MULTI-JET METERS - BRONZE MAINCASE WITH DIALOG REGISTERS AND PLASTIC LIDS US GALLON	12	12		47.71000	EA	572.52

This transaction is governed by and subject to HD Supply Waterworks standard terms and conditions, which are incorporated herein by this reference and accepted. To review these terms and conditions, please point your web browser to <http://waterworks.hdsupply.com/TandC/>.

<b>Terms</b>	<b>Subtotal</b>
NET 30	572.52
<b>Freight</b>	<b>Delivery</b>
<b>Handling</b>	<b>Restock</b>
<b>Misc</b>	<b>Tax</b>
	34.35
<b>INVOICE TOTAL</b>	<b>606.87</b>

HDSNW - FT MYERS FL - S  
Branch - 572  
8091 Supply Dr  
Ft Myers FL 33912

THANK YOU FOR YOUR ORDER  
VISIT  
WATERWORKS.HDSUPPLY.COM  
FOR OTHER SERVICES OFFERED

INVOICE: 6788046

**AUDIT FINDING NO. 3**

**SUBJECT: OPERATION AND MAINTENANCE (O&M) EXPENSES**

**AUDIT ANALYSIS:** The utility recorded \$68,486 in operation and maintenance expenses in its general ledger for 2008.

We reviewed these expenses and determined that they should be decreased by \$26,467. We are recommending total expenses of \$42,019 (\$68,486-\$26,467) for 2008. See the attached schedule for details. They did not provide any invoices or other adequate supporting documentation for the scheduled items.

**EFFECT ON THE GENERAL LEDGER IF THE FINDING IS ACCEPTED:** General ledger O&M expenses should be decreased by \$26,467.

SCHEDULE OF ADJUSTMENTS TO O&M EXPENSES					
Company	NARUC	Account Name	Company Description	Amount	Reason for disallowance
Acct#	Acct#				
2910	635	Water Testing	Beginning Balance	\$22	Insufficient Support
2910	635	<del>Water Testing</del> <i>Bank fee</i>	GL Standard Journal entry	\$12	Insufficient Support
2910	635	<del>Water Testing</del> <i>Bank fee</i>	GL Standard Journal entry	\$25	Insufficient Support
3110	675	Miscellaneous Expense	Telephone, Beginning Balance	\$94	Insufficient Support
2710	675	Miscellaneous Expense	Office Expenses, Beginning Balance	\$84	Insufficient Support
2550	631	Contractual Services Professional	Management Fees/Bensons	\$4,507	Insufficient Support
2550	631	Contractual Services Professional	Management Fees/Bensons	\$7,324	Insufficient Support
2720	640	Rents	Office Rents	\$600	Insufficient Support
4310	636	Contractual Services and Other	Water maintenance/Repairs	\$274	Insufficient Support
4310	636	Contractual Services and Other	Beginning Balance	\$282	Insufficient Support
4910	635	Water Testing	Beginning Balance	\$1,739	Insufficient Support
4910	635	Water Testing	Water testing	\$125	Insufficient Support
4930	635	Contractual Services-Testing	Water testing EPA Stage2 Testing	\$975	Insufficient Support
4960	630	Contractual Services-Billing	Water meter reading	\$1,365	Insufficient Support
2740	620	Materials and Supplies	Building maintenance/repairs	\$35	Insufficient Support
2740	620	Materials and Supplies	Building maintenance/repairs	\$229	Insufficient Support
2740	620	Materials and Supplies	Building maintenance/repairs	\$45	Insufficient Support
2740	620	Materials and Supplies	Rubber meter washer repairs	\$29.66	Insufficient Support
2740	636	Contractual Services and Other	No Description	\$8,702.00	Insufficient Support
				<u>\$26,466.70</u>	

MOBILE MANOR WATER COMPNAY, INC.  
 STAFF-ASSISTED RATE CASE AUDIT  
 SCHEDULE FOR O&M EXPENSES  
 DOCKET NO-090170-WU,  
 PREPARED BY HYMA VEDULA

Severn Trent Environmental Services, Inc

Month	Amount	A/R	G/L
11/24/2008	\$974.64		
12/30/2008	\$974.64		
<b>Total</b>	<b>\$1,949.28</b>		



2720 Office Rental

Month	Amount	A/R	G/L
10/27/2008	\$9,000.00		
12/17/2008	\$33.87		
11/14/2008	\$15.77		
10/16/2008	\$46.92		
9/18/2008	\$49.39		
7/21/2008	\$34.08		
8/21/2008	\$3.70		
<b>Total</b>	<b>\$9,183.73</b>		

3110 Embarq

Month	Amount	A/R	G/L
6/4/2008	\$42.80		
9/17/2008	\$50.99		
10/21/2008	\$42.69		
11/24/2008	\$42.12		
12/15/2008	\$50.36		
<b>Total</b>	<b>\$228.96</b>		

Lee County Environmental Laboratory

Month	Amount	A/R	G/L
4/30/2008	\$50.00		
5/30/2008	\$360.00		
5/30/2008	\$50.00		
6/5/2008	\$50.00		
6/19/2008	\$80.00		
6/11/2008	\$30.00		
9/3/2008	\$50.00		
10/21/2008	\$30.00		
10/21/2008	\$50.00		
10/21/2008	\$105.00		
11/10/2008	\$50.00		
12/15/2008	\$30.00		
<b>Total</b>	<b>\$935.00</b>		

3210 Lee County Utilities:

Month	Amount	A/R	G/L
Jan			
25-Feb	3,232.00		
24-Mar	3,254.40		
✓ Apr			
22-May	2,121.60		
23-Jun	1,424.00		
22-Jul	1,052.80		
21-Aug	956.80		
22-Sep	942.27		
22-Oct	1,667.20		
22-Nov	1,116.80		
23-Dec	1,721.60		
<b>Total</b>	<b>17,489.47</b>	<b>23,259.00</b>	<b>23,259.37</b>

2130 Certified Public Accountant

Month	Amount	A/R	G/L
2-Apr	\$1,325.00		
<b>Total</b>	<b>\$1,325.00</b>		

Petty Cash, Benson's Inc.

Month	Amount	A/R	G/L
29-Jan	\$269.80		
<b>Total</b>	<b>\$269.80</b>		

Benson's Membership

Month	Amount	A/R	G/L
20-Mar	\$40.00		
<b>Total</b>	<b>\$40.00</b>		

# 1

### Mobile Manor Inc.

Send to: <i>Kathey</i>	From: <i>Dee</i>
Attention:	Date: <i>7-28-09</i>
Office location:	Office location:
Fax number:	Phone number:

- Urgent  
 Reply ASAP  
 Please comment  
 Please review  
 For your information

Total pages, including cover:

*Hurray!*

Comments:

~~X~~ Late chg: 32.00  
~~X~~ Fin. Chg: 11.77  


---

 $43.77 \div 2 = 21.89$

Had to issue  
separate cks (A/c + Water)  
to pay the cr. card bill -  
Each co. paid

half of the above  
charges \*

*4 pp*



*Due 4-16-08*

**VISA**  
Page 1 of 1

Your Business Credit Card Statement

**BILLING CYCLE INFORMATION**

Previous Balance	\$88.09
Payments	\$0.00
Credits	\$0.00
Purchases & Other Charges	\$1,664.16
Cash Advances	\$0.00
<b>FINANCE CHARGES</b>	<b>\$11.77</b>
New Balance	\$1,764.02
Closing Date	03/22/2008

**ACCOUNT SUMMARY**

Account Number	-----
Total Credit Line	\$2,000.00
Available Credit	\$235.00
Available Cash	\$0.00
Amount Over Credit Limit	\$0.00
Amount Past Due	\$50.00
Days In Billing Cycle	29
Minimum Payment Due	\$138.20
Payment Due Date	04/16/2008

REDACTED

<b>Contact Information</b>		
Toll Free 800-836-8562	Outside U.S. (Call Collect) 407-762-7102	P.O. Box 4997 Orlando, FL 32802-4997

TOTAL "FINANCE CHARGE" PAID IN 2007 \$18.32

**THIS IS A REMINDER THAT YOUR ACCOUNT IS PAST DUE. IF YOUR PAYMENT HAS BEEN MAILED PLEASE DISREGARD THIS MESSAGE.**

TRANSACTIONS						
Trans Date	Post Date	Reference Number	Merchant Name or Transaction Description		Credit	Charge
02-22	02-24	2444574E65N4ZW3T8	OFFICE DEPOT #400 FT MEYERS FL	<i>Off. Suppl.</i>	✓	222.72
02-25	02-26	2471705E93TKDX9QX	HD SUPPLY WATERWORKS 672 FORT MYERS FL	<i>Water Maint.</i>		606.87
02-29	02-29	2489216EQ0038DYE8	TWX*ACL SERVICE 0208 800-827-6384 NY		✓	9.85
03-03	03-04	2450601EFWGNAIRM7	INFINITE IDEAS CAPE CORAL FL	<i>Signs</i>		134.62
03-18	03-21	2478197F0FTT0G3PM	SUGAR CREEK FOUNTAINB 7403744050 OH	<i>Port Fee</i>	✓	658.00
03-22	03-22		LATE CHARGE			32.00
03-22	03-22	"FINANCE CHARGE"	PURCHASES \$11.77 CASH ADVANCE \$0.00			11.77

Finance Charge Detail	Average Daily Balance	Daily Periodic Rate (may vary)		FINANCE CHARGE	Corresponding ANNUAL PERCENTAGE RATE
Purchases	988.69	.04106%	V	11.77	14.99%
Cash Advances	0.00	.06023%	V	0.00	21.99%

Combined Annual Percentage Rate for this Billing Cycle 14.99%

*Paul*

*Inc 1,047.17*  
*Water 628.06*

See reverse for additional information.

▼ PLEASE DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT ▼



SUNTRUST BANK  
 P O BOX 622227  
 ORLANDO FL 32862-2227

Page 1 of 3  
 77 F00/0175/0 /41  
 05/31/2008



REDACTED

Account Statement

MOBILE MANOR WATER COMPANY INC  
 150 LANTERN LN  
 FORT MYERS FL 33917-6515

Questions? Please call  
 1-800-786-8787

THANK YOU FOR BANKING WITH SUNTRUST. TO LEARN MORE ABOUT HOW SUNTRUST CAN MEET YOUR FINANCIAL SERVICES NEEDS, PLEASE VISIT OUR WEB SITE AT WWW.SUNTRUST.COM

Account Summary	Account Type	Account Number	Statement Period
	TOTAL BUSINESS BANKING		05/01/2008 - 05/31/2008

Description	Amount	Description	Amount
Beginning Balance	\$9,680.72	Average Balance	\$10,369.48
Deposits/Credits	\$2,259.15	Average Collected Balance	\$10,170.03
Checks	\$9,833.41	Number of Days in Statement Period	31
Withdrawals/Debits	\$25.00		
Ending Balance	\$2,081.46		

Deposits/Credits	Date	Amount	Serial #	Description	Date	Amount	Serial #	Description
	05/02	790.89	<i>meh</i>	DEPOSIT	05/02	1,468.26	<i>meh</i>	DEPOSIT
Deposits/Credits: 2		Total Items Deposited: 75						

Checks	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid
	330	160.00	05/30	*333	42.80	05/28	335	7,459.01	05/27
	331	50.00	05/30	334	2,121.60	05/28			
Checks: 5		*Break in check sequence							

Withdrawals/Debits	Date Paid	Amount	Serial #	Description
	05/30	25.00		MAINTENANCE FEE
Withdrawals/Debits: 1				

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	05/01	9,680.72	9,680.72	05/27	4,480.86	4,480.86
	05/02	11,939.87	9,878.87	05/28	2,316.46	2,316.46
	05/05	11,939.87	11,939.87	05/30	2,081.46	2,081.46



# 4



Monthly Statement  
February 4, 2008

Page 1 of 5  
Account Number  
239-543-2160-389

Payment Options & Contact Info Current Charges At-A-Glance

**i** Retail Store In Your Area  
CAPE CORAL  
2710 Del Prado  
South of the MidPoint Bridge

Pay Online  
EMBARQ.com/myaccount

Pay by Phone  
1-877-813-7604

Customer Service  
1-877-436-2277

Repair Service  
1-800-788-3661

Internet Addr  
EMBARQ.com

EMBARQ Services

Total

Local Services - Page 3

38.75

Taxes and Surcharges - Page 3

14.20

Total Current Charges

50.95

3110

2003 1/3



Previous Balance	Payments & Adjustments	Past Due, Please Pay Now	Total Current Charges	Total Amount Due
42.71	.00	42.71	50.95	<b>\$93.66</b>

Current Charges Due By: 02/26/08  
If received after March 4: \$101.66



Please return this portion with payment

Customer Service  
1-877-436-2277

Internet Address  
EMBARQ.com/business

Account Number  
239-543-2160-389



Please pay past due amount of  
\$42.71 immediately

Total Amount Due: \$93.66  
\$101.66 if received after March 4

Amount Enclosed: \$ \_\_\_\_\_

AV 01 052902 506188192 A\*\*6DGT  
MOBILE MANOR WATER CO  
150 LANTERN LN  
NORTH FORT MYERS FL 33917-6515

Write your 13-digit account number on check  
Make checks payable to:

Embarq  
PO Box 98064  
Charlotte NC 28296-0064





VISA

# 5

Page 1 of 1

2710

REDACTED

Your Business Credit Card Statement

BILLING CYCLE INFORMATION

Previous Balance		\$210.95
Payments	-	\$210.95
Credits	-	\$0.00
Purchases & Other Charges	+	\$84.95
Cash Advances	+	\$0.00
FINANCE CHARGES	=	\$0.00
New Balance	=	\$84.95
Closing Date		07/22/2008

ACCOUNT SUMMARY

Account Number		
Total Credit Line		\$2,000.00
Available Credit		\$1,915.00
Available Cash		\$0.00
Amount Over Credit Limit		\$0.00
Amount Past Due		\$0.00
Days In Billing Cycle		31
Minimum Payment Due		\$50.00
Payment Due Date		02/16/2008

Contact Information		
Toll Free 800-836-8562	Outside U.S. (Call Collect) 407-762-7102	P.O. Box 4997 Orlando, FL 32802-4997

1-1

TOTAL 'FINANCE CHARGE' PAID IN 2007 \$16.32

TRANSACTIONS					
Trans Date	Post Date	Reference Number	Merchant Name or Transaction Description		Amount
					Credit Charge
12-21	12-23	2471706B34RA8BLL8	COMPUTER MEDICS OF BW FL 239-4331528 FL		75.00
12-29	12-30	24882188B00A88086	TWX AOL SERVICE 1207 800-827-8384 NY		9.95
01-18	01-16	7448848D0012WJ039	PAYMENT - THANK YOU		210.95

Finance Charge Detail	Average Daily Balance	Daily Periodic Rate (may vary)		FINANCE CHARGE	Corresponding ANNUAL PERCENTAGE RATE
Purchases	0.00	.04449%	V	0.00	16.24%
Cash Advances	0.00	.06368%	V	0.00	23.24%

Combined Annual Percentage Rate for this Billing Cycle 23.24%

PLEASE DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

Sun Trust Bank

AOL - Internet  
Computer Medics

2/1/2008

9.95  
75.00

SunTrust Bank

AOL & Computer repair

84.95

LMP12 M/P CHECK

51N311

Kathy —  
I just called 'Computer Medics',  
they will email me the  
invoice — it was done  
just before I started & I  
found no invoice here in  
the office.

See  
(I'm still looking into the  
22.)

2550

# 6

# 7

ADDENDUM TO MANAGEMENT AGREEMENT

This is an Addendum to the Management Agreement made and entered into by and between, MOBILE MANOR, INC., a Florida Corporation Not for Profit (The "ASSOCIATION")

AND

BENSON'S, INC., a Florida Corporation having its registered office at 12650 Whitehall Drive, Fort Myers, Florida 33907 ("BENI").

ADDENDUM TO EXHIBIT "A"

Exhibit to the Management Agreement entered into between Benson's, Inc. and Mobile Manor, Inc.

COMPENSATION

2.1 As of March 1, 2008, it is agreed that 70% of the management fee paid per month to Benson's, Inc. for Mobile Manor, Inc. is to be assessed against the Mobile Water Company, Inc. for services rendered.

IN WITNESS WHEREOF, the parties have caused this Addendum to Agreement to be executed on this the 3 day of Feb, 2009.

FOR: MOBILE MANOR, INC.

FOR: BENSON'S, INC.

BY: Tom Hawkins  
Tom Hawkins  
President

BY: Bonita Vandall  
Bonita Vandall  
President

MINUTES OF THE BOARD OF DIRECTORS MEETING FOR  
MOBILE MANOR WATER COMPANY, INC.  
October 28, 2008

The meeting was called to order at 7:00 PM by Tom Hawkins, President.

Directors present were Tom Hawkins, Roger Gaskill, Bob Gilliland, Sandy Gilliland, Chuck Harshman and Bob Martin.

Also present were Bonita Vandall, Jay Vandall and Jack Richert of Benson's, Inc.

SECRETARY'S REPORT: No report was presented.

By proper motion by Mr. Hawkins, seconded by Mr. Gilliland, the minutes of the previous meeting of April 3, 2008 were approved as presented.

TREASURER'S REPORT: Ms. Gilliland presented the Treasurer's Report.

By proper motion by Mr. Martin, seconded by Mr. Harshman, the Treasurer's Report was unanimously approved.

UNFINISHED BUSINESS:

It was reported Gary Schaeffer is responsible for coordinating the updating of waterline maps, daily testing and pressure valves.

It was reported Mr. Gilliland is in charge of the three/five year plan for replacement of water meters and defective shutoff valves.

It was reported the list of projects for reserve funds must include project, time frame and estimated cost.

It was reported there are less than 10 delinquent water bills over \$100.00 and Mr. Richert will follow up on this issue.

By proper motion by Mr. Gilliland, seconded by Ms. Gilliland, it was unanimously approved to initiate a lease agreement between MMIC and MMWC, whereby Mobile Manor Water will pay \$1,500 per month (\$18,000 per year) to Mobile Manor, Inc. for office use.

COMPLETED PROJECTS:

EPA STAGE 2 WATER TESTING: It was reported the cost of this program is \$824.64 for the laboratory and \$150 for sampling and delivery (done quarterly).

STS ENVIRONMENTAL: It was reported this company is responsible for the quarterly testing and reporting to the EPA.

# 9



4310

# INVOICE

DATE: 

October 15, 2008
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 INVOICE # 

560
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**BILL TO:**

ASSOCIATION:	MMWC
REQUESTED BY:	MANAGER
REQUEST DATE:	10/6/2008
CLOSED DATE:	10/15/2008
COST CODE:	5010

FOR: Service Request

DESCRIPTION	HOURS	RATE	AMOUNT
FIX WATER METER 160 LAMPLIGHTER			\$ -
Labor	6.00	35.00	210.00
Materials	1.00	18.84	18.84
SUBTOTAL			\$ 228.84
TAX RATE			0.00%
SALES TAX			-
OTHER			
TOTAL			\$ 228.84

*Make all checks payable to Associa Benson's FMS*

**THANK YOU FOR YOUR BUSINESS!**

From: Mobile Manor Water Company  
To: Benson's Inc. - FMS

Check Date: Oct 24, 2008  
Vendor Id: 24968

Check Number: 00000023  
Check Amount: 228.84

Invoice Date	Invoice Number	Description	Reference	Amount
10/22/2008	560	fix water meter	10/15/08	228.84



2740

# INVOICE

DATE:	October 21, 2008
INVOICE #	566

**BILL TO:**

ASSOCIATION:	MMWC
REQUESTED BY:	MANAGER
REQUEST DATE:	10/13/2008
CLOSED DATE:	10/22/2008
COST CODE:	5010

FOR: Service Request

DESCRIPTION	HOURS	RATE	AMOUNT
116 TORCH TERRACE - WATER METER			\$ -
Labor	1.00	35.00	35.00
Materials	1.00	9.80	9.80
SUBTOTAL			\$ 44.80
TAX RATE			0.00%
SALES TAX			-
OTHER			
TOTAL			\$ 44.80

*Make all checks payable to Associa Benson's FMS*

**THANK YOU FOR YOUR BUSINESS!**

From: Mobile Manor Water Company  
To: Benson's Inc. - FMS

Check Date: Oct 24, 2008  
Vendor Id: 24968

Check Number: 00000025  
Check Amount: 44.80

Invoice Date	Invoice Number	Description	Reference	Amount
10/22/2008	566	water meter-116 Torch Terr.	10/22/08	44.80

**INVOICE**

361554

SOLD TO		SHIP TO			
mobil manor					
ADDRESS		ADDRESS			
CITY, STATE, ZIP		CITY, STATE, ZIP			
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE	
	<i>Chris</i>			2/1-2/15	
ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
5	hrs	meter			
17	hrs	water liner repair			255.00
22	hrs	Total			

5840

#10

Invoice for Christopher Artrip

693301

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE <i>For May June</i>			
NAME <i>Mobil Manor</i>							
ADDRESS							
CITY, STATE, ZIP							
SOLD BY <i>Chris</i>		CASH	C.O.D.	CHARGE	ON ACCT.	MOSE RETD	PAID OUT
QUANTITY	DESCRIPTION	PRICE	AMOUNT				
1	<i>meter reading</i>		<i>7.15</i>				
2							
3	<i>pipe repair</i>		<i>20.00</i>				
4							
5							
6							
7							
8							
9							
10	<i>TOTAL</i>		<i>27.15</i>				
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
RECEIVED BY:							

*27.00*

5805

KEEP THIS SLIP FOR REFERENCE

*9.5*  
*x 15.*  


---

*142.50*

*Contract Labor*

*Address:*  
*19621 N. Tamiami Trail #17*  
*No. Ft. Myers 33903*

*7/2/08 J. Richard 2740*

# 11



**LCHD ENVIRONMENTAL ENGINEERING**  
 60-1 DANLEY DRIVE  
 FORT MYERS, FL 33907

**Invoice**

Date	Invoice #
12/31/2007	388597

**PLEASE MAKE CHECK PAYABLE TO LEE COUNTY HEALTH DEPARTMENT AND  
 MAIL PAYMENT TO THE ABOVE ADDRESS**

**BILL TO (PLEASE MAKE ADDRESS CORRECTIONS BELOW)**  
 MOBILE MANOR, INC  
 150 LANTERN LANE  
 N FORT MYERS FL 33917

**Service Provided To**  
 5364152  
 MOBILE MANOR INC  
 COMPLIANCE SAMPLES  
 DEC 2007

**DETACH AT PERFORATION &  
 RETURN TOP PORTION WITH YOUR  
 PAYMENT**

<b>PAYMENT METHOD</b>	<b>Terms</b>	<b>Account #</b>	<b>Due Date</b>
CHECK/CASH	NET 10 DAYS	5364152	1/10/2008

Service Date	Quantity	Item Code	Description	Price Each	Amount
	2	B	CITY SDWA COMPLIANCE SAMPLE COLLECTION & ANALYSIS	25.00	50.00

LCHD ENVIRONMENTAL  
 ENGINEERING  
 60-1 DANLEY DRIVE  
 FORT MYERS FL 33907

Phone # 239-274-2200

**SERVICE PROVIDED TO:**  
 5364152  
 MOBILE MANOR INC  
 COMPLIANCE SAMPLES  
 DEC 2007

**Total** \$50.00

**Balance Due** \$50.00

DETACH AT PERFORATION & RETURN TOP PORTION WITH YOUR PAYMENT

PAYMENT METHOD	Terms	Account #	Due Date
CHECK/CASH	NET 10 DAYS	5364152	2/9/2008

Service Date	Quantity	Item Code	Description	Price Each	Amount
1/2/2008	2	5	CTY BACTERIA SAMPLE FOR MAIN CLEARANCE	40.00	80.00
1/3/2008	2	5	CTY BACTERIA SAMPLE FOR MAIN CLEARANCE	40.00	80.00

LCHD ENVIRONMENTAL  
ENGINEERING  
60-1 DANLEY DRIVE  
FORT MYERS FL 33907

**SERVICE PROVIDED TO:**  
5364152  
MOBILE MANOR INC  
2" MAIN BREAK  
119 LANTERN PLACE

Phone # 239-274-2200

**Total** \$160.00

**Balance Due** \$160.00

**DETACH AT PERKOVATION &  
RETURN TOP PORTION WITH YOUR  
PAYMENT**

PAYMENT METHOD	Terms	Account #	Due Date
CHECK/CASH	NET 10 DAYS	5364152	2/10/2008

Service Date	Quantity	Item Code	Description	Price Each	Amount
	2	B	CTY SDWA COMPLIANCE SAMPLE COLLECTION & ANALYSIS	25.00	50.00
<b>Total</b>					<b>\$50.00</b>

LCHD ENVIRONMENTAL  
ENGINEERING  
60-1 DANLEY DRIVE  
FORT MYERS FL 33907  
Phone # 239-274-2200

SERVICE PROVIDED TO:  
5364152  
MOBILE MANOR INC  
COMPLIANCE SAMPLES  
JAN 08

**Balance Due \$50.00**

**DETAILS AT PERFORATION &  
RETURN TOP PORTION WITH YOUR  
PAYMENT**

PAYMENT METHOD	Terms	Account #	Due Date
CHECK/CASH	NET 10 DAYS	5364152	2/16/2008

Service Date	Quantity	Item Code	Description	Price Each	Amount
2/4/2008	2	5	CTY BACTERIA SAMPLE FOR MAIN CLEARANCE	40.00	80.00

LCHD ENVIRONMENTAL  
ENGINEERING  
60-1 DANLEY DRIVE  
FORT MYERS FL 33907

**SERVICE PROVIDED TO:**  
5364152  
MOBILE MANOR INC  
106 FLAME LANE  
MAIN BREAK

Phone # 239-274-2200

**Total** \$80.00

**Balance Due** \$80.00

DETACH AT PERFORATION &  
RETURN TOP PORTION WITH YOUR  
PAYMENT

PAYMENT METHOD	Terms	Account #	Due Date
CHECK/CASH	NET 10 DAYS	5364152	2/21/2008

Service Date	Quantity	Item Code	Description	Price Each	Amount
2/7/2008	6	5	CTY BACTERIA SAMPLE FOR MAIN CLEARANCE	40.00	240.00
2/8/2008	6	5	CTY BACTERIA SAMPLE FOR MAIN CLEARANCE	40.00	240.00

LCHD ENVIRONMENTAL  
ENGINEERING  
60-1 DANLEY DRIVE  
FORT MYERS FL 33907

Phone # 239-274-2200

**SERVICE PROVIDED TO:**  
5364152  
MOBILE MANOR INC  
BWN (LOSS OF PRESSURE)  
114 FLAME LANE

**Total** \$480.00

**Balance Due** \$480.00

**DETACH AT PERFORATION &  
RETURN TOP PORTION WITH YOUR  
PAYMENT**

PAYMENT METHOD	Terms	Account #	Due Date
CHECK/CASH	NET 10 DAYS	5364152	2/10/2008

Service Date	Quantity	Item Code	Description	Price Each	Amount
1/31/2008	2	5	CTY BACTERIA SAMPLE FOR MAIN CLEARANCE	40.00	80.00

LCHD ENVIRONMENTAL  
ENGINEERING  
60-1 DANLEY DRIVE  
FORT MYERS FL 33907

**SERVICE PROVIDED TO:**  
5364152  
MOBILE MANOR INC  
COMPLIANCE SAMPLES  
MAIN BREAK 106 FLAME LANE

Phone # 239-274-2200

**Total** \$80.00

**Balance Due** \$80.00

PAGE 06  
MOBILEMANOR  
2395431414  
10:00  
07/29/2009

DETACH AT PERFORATION & RETURN TOP PORTION WITH YOUR PAYMENT

PAYMENT METHOD	Terms	Account #	Due Date
CHECK/CASH	NET 10 DAYS	5364152	3/2/2008

Service Date	Quantity	Item Code	Description	Price Each	Amount
2/18/2008	2	5	CTY BACTERJA SAMPLE FOR MAIN CLEARANCE	40.00	80.00
2/19/2008	2	5	CTY BACTERIA SAMPLE FOR MAIN CLEARANCE	40.00	80.00

LCHD ENVIRONMENTAL  
ENGINEERING  
60-1 DANLEY DRIVE  
FORT MYERS FL 33907

**SERVICE PROVIDED TO:**  
5364152  
MOBILE MANOR INC  
(BWN) LINE BREAK  
136 LAMPLIGHTER LANE

Phone # 239-274-2200

**Total** \$160.00

**Balance Due** \$160.00

**DETAILS PERFORMANCE  
RETURN TOP PORTION WITH YOUR  
PAYMENT**

PAYMENT METHOD	Terms	Account #	Due Date
CHECK/CASH	NET 10 DAYS	5364152	3/2/2008

Service Date	Quantity	Item Code	Description	Price Each	Amount
2/18/2008	2	5	CTY BACTERIA SAMPLE FOR MAIN CLEARANCE	40.00	80.00
2/19/2008	2	5	CTY BACTERIA SAMPLE FOR MAIN CLEARANCE	40.00	80.00

LCHD ENVIRONMENTAL  
ENGINEERING  
60-1 DANLEY DRIVE  
FORT MYERS FL 33907

Phone # 239-274-2200

**SERVICE PROVIDED TO:**

5364152  
MOBILE MANOR INC  
(BWN) LINE BREAK  
100-132 COACHLIGHT & 101-139  
AMBER (ONE SIDE ONLY)

**Total** \$160.00

**Balance Due** \$160.00

**DETACH AT PERFORATION &  
RETURN TOP PORTION WITH YOUR  
PAYMENT**

PAYMENT METHOD	Terms	Account #	Due Date
CHECK/CASH	NET 10 DAYS	5364152	3/10/2008

Service Date	Quantity	Item Code	Description	Price Each	Amount
	2	B	CTY SDWA COMPLIANCE SAMPLE COLLECTION & ANALYSIS	25.00	50.00

LCHD ENVIRONMENTAL  
ENGINEERING  
60-1 DANLEY DRIVE  
FORT MYERS FL 33907

Phone # 239-274-2200

**SERVICE PROVIDED TO:**

5364152  
MOBILE MANOR INC  
COMPLIANCE SAMPLES  
FEB 08

**Total** \$50.00

**Balance Due** \$50.00

<b>Detach &amp; return top portion with payment.</b>		TERMS	DUE DATE	INVOICE #
		Net 30	4/9/2008	25440
SAMPLES RECEIVED	Laboratory ID #	AMOUNT		
3/8/2008	AC25445-AC25446	30.00		
Make Checks Payable to: LEE COUNTY BOARD OF COUNTY COMMISSIONERS FEDERAL I.D. #59-6000702			<b>TOTAL:</b>	<b>\$30.00</b>

PLEASE SEND PAYMENT TO:  
Lee County Environmental Lab  
60-2 Danley Dr  
Ft Myers, FL 33907  
239-278-7070 Phone  
239-939-4850 Fax

Detach & return top portion with payment.		TERMS	DUE DATE	INVOICE #
		Net 30	4/9/2008	25439
SAMPLES RECEIVED	Laboratory ID #	AMOUNT		
3/7/2008	AC25419-AC25420	30.00		
Make Checks Payable to: LEE COUNTY BOARD OF COUNTY COMMISSIONERS FEDERAL I.D. #59-6000702		<b>TOTAL:</b>		\$30.00

PLEASE SEND PAYMENT TO:  
 Lee County Environmental Lab  
 60-2 Danley Dr  
 Ft Myers, FL 33907  
 239-278-7070 Phone  
 239-939-4850 Fax

<b>Detach &amp; return top portion with payment.</b>		<b>TERMS</b>	<b>DUE DATE</b>	<b>INVOICE #</b>
		Net 30	4/16/2008	25538
<b>SAMPLES RECEIVED</b>	<b>Laboratory ID #</b>	<b>AMOUNT</b>		
3/15/2008	AC25752-AC25753	30.00		
<b>Make Checks Payable to: LEE COUNTY BOARD OF COUNTY COMMISSIONERS</b> FEDERAL I.D. #59-6000702		<b>TOTAL:</b>	\$30.00	

**PLEASE SEND PAYMENT TO:**

Lee County Environmental Lab  
 60-2 Danley Dr  
 Ft Myers, FL 33907  
 239-278-7070 Phone  
 239-939-4850 Fax

**DETAILS OF PERFORATION &  
RETURN TOP PORTION WITH YOUR  
PAYMENT**

PAYMENT METHOD	Terms	Account #	Due Date
CHECK/CASH	NET 10 DAYS	5364152	3/28/2008

Service Date	Quantity	Item Code	Description	Price Each	Amount
3/13/2008	2	5	CTY BACTERIA SAMPLE FOR MAIN CLEARANCE  DAY TWO DONE BY ANOTHER LAB	40.00	80.00

LCHD ENVIRONMENTAL  
ENGINEERING  
60-1 DANLEY DRIVE  
FORT MYERS FL 33907

Phone # 239-274-2200

**SERVICE PROVIDED TO:**

5364152  
MOBILE MANOR INC  
MAIN CLEARANCE  
235 LAMPLIGHTER LANE  
(PBWN) LINE BREAK

**Total** \$80.00

**Balance Due** \$80.00

MOBILE MANOR INC  
235 LAMPLIGHTER LANE  
FORT MYERS FL 33907  
5364152

<b>Detach &amp; return top portion with payment.</b>		<b>TERMS</b>	<b>DUE DATE</b>	<b>INVOICE #</b>
		Net 30	4/17/2008	25580
<b>SAMPLES RECEIVED</b>	<b>Laboratory ID #</b>	<b>AMOUNT</b>		
3/16/2008	AC25762-AC25763	30.00		
<b>Make Checks Payable to: LEE COUNTY BOARD OF COUNTY COMMISSIONERS</b> <b>FEDERAL I.D. #59-6000702</b>		<b>TOTAL:</b>	<b>\$30.00</b>	

**PLEASE SEND PAYMENT TO:**

Lee County Environmental Lab  
60-2 Danley Dr  
Ft Myers, FL 33907  
239-278-7070 Phone  
239-939-4850 Fax

DETAILS OF PURCHASE &  
 RETURN TOP PORTION WITH YOUR  
 PAYMENT

PAYMENT METHOD	Terms	Account #	Due Date
CHECK/CASH	NET 10 DAYS	5364152	4/10/2008

Service Date	Quantity	Item Code	Description	Price Each	Amount
	2	B	CTY SDWA COMPLIANCE SAMPLE COLLECTION & ANALYSIS	25.00	50.00

LCHD ENVIRONMENTAL  
 ENGINEERING  
 60-1 DANLEY DRIVE  
 FORT MYERS FL 33907

Phone # 239-274-2200

**SERVICE PROVIDED TO:**  
 5364152  
 MOBILE MANOR INC  
 COMPLIANCE SAMPLES  
 MARCH 08

**Total** \$50.00

**Balance Due** \$50.00

<b>Detach &amp; return top portion with payment.</b>		<b>TERMS</b>	<b>DUE DATE</b>	<b>INVOICE #</b>
		Net 30	5/21/2008	25984
<b>SAMPLES RECEIVED</b>	<b>Laboratory ID #</b>		<b>AMOUNT</b>	
4/18/2008	AC27541-AC27542		30.00	
<b>Make Checks Payable to: LEE COUNTY BOARD OF COUNTY COMMISSIONERS</b> <b>FEDERAL I.D. #59-6000702</b>			<b>TOTAL:</b>	<b>\$30.00</b>

PLEASE SEND PAYMENT TO:  
Lee County Environmental Lab  
60-2 Danley Dr  
Ft Myers, FL 33907  
239-278-7070 Phone  
239-939-4850 Fax

LCHD ENVIRONMENTAL ENGINEERING  
 60-1 DANLEY DRIVE  
 FORT MYERS, FL 33907

# Statement

Date

5/9/2008

To:

MOBILE MANOR, INC  
 150 LATERN LANE  
 N FORT MYERS FL 33917

Terms	Due Date	Account #	Amount Due	Amount Enc.
NET 10 DAYS	5/19/2008	5364152	\$210.00	

Date	Transaction	Amount	Balance		
04/14/2008	INV #389143. Due 04/24/2008. Orig. Amount \$160.00.	160.00	160.00		
<del>04/30/2008</del>	<del>INV #389218. Due 05/10/2008. Orig. Amount \$50.00.</del> <i>separate inv.</i>	<del>50.00</del>	<del>210.00</del>		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
<del>50.00</del>	160.00	0.00	0.00	0.00	<i>160.00</i> <del>210.00</del>

Phone #  
 239-274-2200

**JEIACHAI CORPORATION**  
**RETURN TOP PORTION WITH YOUR**  
**PAYMENT**

<b>PAYMENT METHOD</b>	<b>Terms</b>	<b>Account #</b>	<b>Due Date</b>
CHECK/CASH	NET 10 DAYS	5364152	5/10/2008

Service Date	Quantity	Item Code	Description	Price Each	Amount
	2	B	CTY SDWA COMPLIANCE SAMPLE COLLECTION & ANALYSIS	25.00	50.00

LCHD ENVIRONMENTAL  
 ENGINEERING  
 60-1 DANLEY DRIVE  
 FORT MYERS FL 33907

Phone # 239-274-2200

**SERVICE PROVIDED TO:**  
 5364152  
 MOBILE MANOR INC  
 COMPLIANCE SAMPLES  
 APRIL 08

**Total** \$50.00

**Balance Due** \$50.00



**LCHD ENVIRONMENTAL ENGINEERING**  
 60-1 DANLEY DRIVE  
 FORT MYERS, FL 33907

4910

# 12

**Invoice**

Date	Invoice #
11/26/2008	390327

**PLEASE MAKE CHECK PAYABLE TO LEE COUNTY HEALTH DEPARTMENT AND  
 MAIL PAYMENT TO THE ABOVE ADDRESS**

**BILL TO : (PLEASE MAKE ADDRESS CORRECTIONS BELOW)**  
 MOBILE MANOR, INC  
 C/O BENSON'S INC  
 12650 WHITEHALL DRIVE  
 FT MYERS, FL 33907-3619

**Service Provided To**  
 5364152  
 MOBILE MANOR INC  
 COMPLIANCE SAMPLES  
 NOVEMBER 08

**DETACH AT PERFORATION &  
 RETURN TOP PORTION WITH YOUR  
 PAYMENT**

<b>PAYMENT METHOD</b>	<b>Terms</b>	<b>Account #</b>	<b>Due Date</b>
CHECK/CASH	NET 10 DAYS	5364152	12/6/2008

Service Date	Quantity	Item Code	Description	Price Each	Amount
	5	B	CTY SDWA COMPLIANCE SAMPLE COLLECTION & ANALYSIS	25.00	125.00

Association: M.W.C  
 Manager: [Signature]  
 Invoice Amount & Code: 4910  
 Invoice Date: \_\_\_\_\_ Invoice #: \_\_\_\_\_  
 Check # \_\_\_\_\_ Mailed \_\_\_\_\_  
 Date Received: \_\_\_\_\_ Due By: \_\_\_\_\_  
 W/C Expires: \_\_\_\_\_ L/R Date: \_\_\_\_\_  
 Approval By: \_\_\_\_\_  
 Entered on: \_\_\_\_\_

LCHD ENVIRONMENTAL  
 ENGINEERING  
 60-1 DANLEY DRIVE  
 FORT MYERS FL 33907

**SERVICE PROVIDED TO:**  
 5364152  
 MOBILE MANOR INC  
 COMPLIANCE SAMPLES  
 NOVEMBER 08

**Total** \$125.00

Phone # 239-274-2200

**Balance Due** \$125.00

SEVERN TRENT ENVIRONMENTAL SERVICES, INC  
 4837 SWIFT ROAD, SUITE 100  
 SARASOTA, FL. 34231

# 10 Invoice

4930

DATE	INVOICE #
8/26/2008	2006105

Phone (941) 925-3088

Fax (941) 924-7203

BILL TO
BENSON'S, INC. <i>MMWC</i> BONITA VANDALL 12650 WHITEHALL DRIVE FT. MYERS, FL 33907

RECEIVED  
 SEP 2 2008  
 BY:.....

P.O. NO.	TERMS	DUE DATE	CUSTOMER #	DEPT #
	ON RECEIPT	8/26/2008	NEW	3541

DESCRIPTION	QTY	RATE	AMOUNT
(421) LABOR AND MATERIALS FOR REQUIRED STAGE II SAMPLING AT MOBILE MANOR			
(421) LABOR FOR PERFORMING SAMPLING AND DELIVERING TO LAB		150.00	150.00
(408) LAB CHARGES FOR ABOVE		824.64	824.64

Association: MMWC  
 Manager: MM  
 Invoice Amount & Code: 4910  
 Invoice Date: \_\_\_\_\_ Invoice #: \_\_\_\_\_  
 Check # \_\_\_\_\_ Mailed \_\_\_\_\_  
 Due Received: \_\_\_\_\_ Due By \_\_\_\_\_  
 W/C Expires: \_\_\_\_\_ 1/4 Date \_\_\_\_\_  
 Approval By: \_\_\_\_\_  
 Entered on: \_\_\_\_\_ By \_\_\_\_\_

REMIT TO ADDRESS:

SEVERN TRENT ENVIRONMENTAL SERVICES, INC  
 BOX 516860  
 PHILADELPHIA, PA 19175-6860

<b>Total</b>	<b>\$974.64</b>
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00000020

Check Number:

974.64

Check Amount:

Amount  
974.64

Check Date: Sep 19, 2008

Vendor Id: 24113

Reference  
dept # 3541

From: Mobile Manor Water Company

To: Severn Trent Environmental Services, Inc

Invoice Date	Invoice Number	Description
09/17/2008	2006105	* water testing

4960

# 14



**Associa**  
Benson's, Inc.

# INVOICE

DATE: December 17, 2008  
INVOICE # 619

FOR: Service Request

**BILL TO:**

ASSOCIATION:	MMWC
REQUESTED BY:	MANAGER
REQUEST DATE:	11/25/2008
CLOSED DATE:	12/3/2008
COST CODE:	5010

DESCRIPTION	HOURS	RATE	AMOUNT
READ WATER METERS			\$ -
HOURS	8.00	35.00	280.00
MATERIALS	1.00	0.00	
SUBTOTAL			\$ 280.00
TAX RATE			0.00%
SALES TAX			-
OTHER			
TOTAL			*\$ 280.00

*Make all checks payable to Associa Benson's FMS*

**THANK YOU FOR YOUR BUSINESS!**

From: Mobile Manor Inc.  
To: Benson's Inc. - FMS

Check Date: Dec 19, 2008  
Vendor Id: 24968

Check Number: 00000128  
Check Amount: 280.00

Invoice Date	Invoice Number	Description	Reference	Amount
12/17/2008	619	READ WATER METERS	NOVEMBER 2008	280.00



# INVOICE

DATE: 

November 4, 2008
------------------

  
 INVOICE # 

582
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**BILL TO:**

FOR: Service Request

ASSOCIATION:	MMWC
REQUESTED BY:	MANAGER
REQUEST DATE:	10/22/2008
CLOSED DATE:	10/31/2008
COST CODE:	5010

DESCRIPTION	HOURS	RATE	AMOUNT
READ WATER METERS			\$ -
Labor	8.00	35.00	280.00
Materials	1.00	0.00	

SUBTOTAL	\$ 280.00
TAX RATE	0.00%
SALES TAX	-
OTHER	
TOTAL	\$ 280.00

*Make all checks payable to Associa Benson's FMS*

THANK YOU FOR YOUR BUSINESS!

From: Mobile Manor Water Company  
To: Benson's Inc. - FMS

Check Date: Nov 14, 2008  
Vendor Id: 24968

Check Number: 00000034  
Check Amount: 280.00

Invoice Date	Invoice Number	Description
11/12/2008	582	read water meters

Reference	Amount
completed 10/31/08	280.00



# INVOICE

DATE: October 15, 2008  
 INVOICE # 548

**BILL TO:**

ASSOCIATION:	MMWC
REQUESTED BY:	MANAGER
REQUEST DATE:	9/25/2008
CLOSED DATE:	10/15/2008
COST CODE:	5010

FOR: Service Request

DESCRIPTION	HOURS	RATE	AMOUNT
READ WATER METERS			\$ -
Labor	8.00	35.00	280.00
Materials	1.00	0.00	
SUBTOTAL			\$ 280.00
TAX RATE			0.00%
SALES TAX			-
OTHER			
TOTAL			\$ 280.00

*Make all checks payable to Associa Benson's FMS*

**THANK YOU FOR YOUR BUSINESS!**

From: Mobile Manor Water Company  
To: Benson's Inc. - FMS

Check Date: Oct 24, 2008  
Vendor Id: 24968

Check Number: 00000024  
Check Amount: 280.00

Invoice Date	Invoice Number	Description	Reference	Amount
10/22/2008	548	read water meters	10/15/08	280.00



# INVOICE

DATE: September 8, 2008  
 INVOICE # 494

**BILL TO:**

**FOR:** Service Request

<b>ASSOCIATION:</b>	MMIC
<b>REQUESTED BY:</b>	MANAGER
<b>REQUEST DATE:</b>	27-Aug
<b>CLOSED DATE:</b>	28-Aug
<b>COST CODE:</b>	5010

DESCRIPTION	HOURS	RATE	AMOUNT
Read Water Meters			\$ -
Labor	7.00	35.00	245.00
Materials	1.00	0.00	
SUBTOTAL			\$ 245.00
TAX RATE			0.00%
SALES TAX			-
OTHER			
TOTAL			\$ 245.00

*Make all checks payable to Associa Benson's FMS*

**THANK YOU FOR YOUR BUSINESS!**

From: Mobile Manor Inc.  
To: Benson's Inc. - FMS

Check Date: Sep 12, 2008  
Vendor Id: 24968

Check Number: 00000085  
Check Amount: 245.00

Invoice Date	Invoice Number	Description	Reference	Amount
09/09/2008	494	svc. call-read water meters	08/27/08	245.00

# FMS Benson's Inc.

12650 Whitehall  
 Fort Myers, FL  
 Phone 239 277-0718

DATE:	August 22, 2008
INVOICE #	446

**BILL TO:**

ASSOCIATION:	MMIC
REQUESTED BY:	MANAGER
REQUEST DATE:	7/23/2008
CLOSED DATE:	7/28/2008
COST CODE:	5010

**FOR:** Service Request

DESCRIPTION	HOURS	RATE	AMOUNT
READ WATER METERS			\$ -
Labor	8.00	35.00	280.00
Materials	1.00	0.00	
SUBTOTAL			\$ 280.00
TAX RATE			0.00%
SALES TAX			-
OTHER			
TOTAL			\$ 280.00

Make all checks payable to Associa Benson's FMS

THANK YOU FOR YOUR BUSINESS!

From: Mobile Manor Inc.  
To: Benson's Inc. - FMS

Check Date: Aug 26, 2008  
Vendor Id: 24968

Check Number: 00000070  
Check Amount: 280.00

Invoice Date	Invoice Number	Description	Reference	Amount
08/25/2008	446	Read water meters	7/23/08-7/28/08	280.00



# INVOICE

DATE: September 23, 2008  
 INVOICE # 406

**BILL TO:**

FOR: Service Request

ASSOCIATION:	MMBC WC
REQUESTED BY:	MANAGER
REQUEST DATE:	7/24/2008
CLOSED DATE:	7/24/2008
COST CODE:	5010

DESCRIPTION	HOURS	RATE	AMOUNT
Water Meter Read - June 2008			\$ -
Labor	1.00	245.00	245.00
Materials	1.00		
SUBTOTAL			\$ 245.00
TAX RATE			0.00%
SALES TAX			-
OTHER			
TOTAL			\$ 245.00

Make all checks payable to Associa Benson's FMS

THANK YOU FOR YOUR BUSINESS!

From: Mobile Manor Water Company  
To: Benson's Inc. - FMS

Check Date: Sep 26, 2008

Check Number: 00000021

Vendor Id: 24968

Check Amount: 245.00

Invoice Date	Invoice Number	Description	Reference	Amount
09/25/2008	# 406	Water Meter Reading	7/24/08 Invoice	245.00



2740

# INVOICE

DATE: 

September 8, 2008
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 INVOICE # 

495
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**BILL TO:**

ASSOCIATION:	MMIC
REQUESTED BY:	MANAGER
REQUEST DATE:	27-Aug
CLOSED DATE:	28-Aug
COST CODE:	5010

FOR: Service Request

DESCRIPTION	HOURS	RATE	AMOUNT
Repair Broken Meter			\$ -
Labor	2.00	35.00	35.00
Materials	1.00	0.00	
SUBTOTAL			\$ 35.00
TAX RATE			0.00%
SALES TAX			-
OTHER			
TOTAL			\$ 35.00

Make all checks payable to Associa Benson's FMS

THANK YOU FOR YOUR BUSINESS!

From: Mobile Manor Inc.  
To: Benson's Inc. - FMS

Check Date: Sep 12, 2008  
Vendor Id: 24968

Check Number: 00000084  
Check Amount: 35.00

Invoice Date	Invoice Number	Description	Reference	Amount
09/09/2008	495	svc. call-repair broken meter	08/27/08	35.00



2740

# INVOICE

DATE: October 15, 2008  
 INVOICE # 560

FOR: Service Request

**BILL TO:**

ASSOCIATION:	MMWC
REQUESTED BY:	MANAGER
REQUEST DATE:	10/6/2008
CLOSED DATE:	10/15/2008
COST CODE:	5010

DESCRIPTION	HOURS	RATE	AMOUNT
FIX WATER METER 160 LAMPLIGHTER			\$ -
Labor	6.00	35.00	210.00
Materials	1.00	18.84	18.84
SUBTOTAL			\$ 228.84
TAX RATE			0.00%
SALES TAX			-
OTHER			
TOTAL			\$ 228.84

*Make all checks payable to Associa Benson's FMS*

**THANK YOU FOR YOUR BUSINESS!**

From: Mobile Manor Water Company  
To: Benson's Inc. - FMS

Check Date: Oct 24, 2008  
Vendor Id: 24968

Check Number: 00000023  
Check Amount: 228.84

Invoice Date	Invoice Number	Description	Reference	Amount
10/22/2008	560	fix water meter	10/15/08	228.84



2740

# INVOICE

DATE: October 21, 2008  
 INVOICE # 566

**BILL TO:**

FOR: Service Request

ASSOCIATION:	MMWC
REQUESTED BY:	MANAGER
REQUEST DATE:	10/13/2008
CLOSED DATE:	10/22/2008
COST CODE:	5010

DESCRIPTION	HOURS	RATE	AMOUNT
116 TORCH TERRACE - WATER METER			\$ -
Labor	1.00	35.00	35.00
Materials	1.00	9.80	9.80
SUBTOTAL			\$ 44.80
TAX RATE			0.00%
SALES TAX			-
OTHER			
TOTAL			\$ 44.80

*Make all checks payable to Associa Benson's FMS*

THANK YOU FOR YOUR BUSINESS!

From: Mobile Manor Water Company  
To: Benson's Inc. - FMS

Check Date: Oct 24, 2008  
Vendor Id: 24968

Check Number: 00000025  
Check Amount: 44.80

Invoice Date	Invoice Number	Description	Reference	Amount
10/22/2008	566	water meter-116 Torch Terr.	10/22/08	44.80

#18

3/31/2008

Tom Hawkins

\*\*262 14

Two Hundred Sixty-Two and 14/100.....

Tom Hawkins  
205 Fireball Lane  
N Ft. Myers, FL 33917

Water line repair supplies

Kathy -  
I can't locate an invoice (€)  
for this. And Tom is  
away  
Sorry!

Mobile Manor Water Company, Inc.  
Depreciation Schedule  
For the Year Ended December 31, 2008

Description of Asset	Date Acq.	Cost	P/Y Deprec.	Remaining Basis	2008 Deprec.
Pumps & Equipment					
Pump & Equip.	1984	\$502	\$502	\$0	\$0
Water Pump	1995	192	192	0	0
Total Pumps & Equipment		\$694	\$694	\$0	\$0

MINUTES OF SPECIAL BOARD OF DIRECTORS MEETING  
FEBRUARY 2, 2009

The meeting was called to order at 7:00 p.m. by Tom Hawkins, President.

The meeting commenced with prayer.

Officers present were: Tom Hawkins, Bob Martin, Gary Schaeffer and Lona Kinder  
Directors present were: Harold Kinder, Charles Harshman, Bob Gilliland, Roger Gaskill & Wayne Harvey.

Van Davis, our Certified Public Accountant, recommended the following for MMI & MMWC:

- Determine what percent of park manager's (Benson's) time and office Manager's time is spent working on each company. Bob Gilliland made a motion to take Van Davis' recommendations and have 70% going to park manager (Bensons) from Water Company and 30% of their contract fee to manage Mobile Manor, Inc. Roger Gaskill seconded the motion. Motion unanimous.
- Bob Gilliland made a motion that office manager's salary will be Charged at 66% of annual salary to manage Mobile Manor Water Company and 34% charged to manage Mobile Manor, Inc. Chuck Harshman seconded the motion. Motion unanimous.
- Keep both companies books as simple and easy to read and understandable as possible.
- Set up a Standard Rental Contract between MMI and MMWC on rental space for the MMWC.
- Rental contract should include the following statement: MMI reserves the right to use MMWC office to conduct business two hours a day for collections of fees and input.
- Rental space will be determined by checking on leasing space of other companies in the area and charging a similar fee that will be referred to as CAM or common area maintenance. No payroll will be included in the CAM agreement. All repairs of equipment, general Maintenance of office and supplies will be responsibility of MMWC.

- MMI will be responsible for any structural damage.
- MMI will be responsible for the 6% sales tax for leasing space.
- Change the amendment the Board approved to Benson's contract to reflect the percentage agreed on by the Board to charge MMWC for services rendered.

Bob Gilliland made a motion to change/amend Benson's contract to state 70% will go to MMWC and 30% to MMI. Roger Gaskill seconded. Motion unanimous.

- Consider putting office manager on Benson's payroll to keep things simple (optional). Bob Gilliland made a motion to accept Van Davis' recommendations with the exception of Dee going on Benson's payroll. Roger Gaskill seconded. Motion unanimous.

Tom reported that MMWC has repaid loan to MMI.

Van Davis said the loan should include repayment time frame -- he recommended Prime plus 2%.

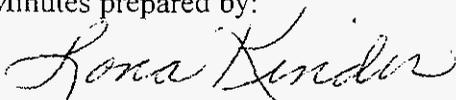
He stated we must list separately the purchase of meter and valves for depreciation schedule. Gary has number of meters and valves.

He is waiting for PSC to respond on water application letter on their letterhead.

Tom had a conference call with the PSC and they stated a letter must be sent to all water customers on new rate increase submitted to PSC for approval.

There being no further business, meeting was adjourned at 8:15 p.m.

Minutes prepared by:

  
Lona Kinder, Secretary

ADDENDUM TO MANAGEMENT AGREEMENT

This is an Addendum to the Management Agreement made and entered into by and between, MOBILE MANOR, INC., a Florida Corporation Not for Profit (The "ASSOCIATION")

AND

BENSON'S, INC., a Florida Corporation having its registered office at 12650 Whitehall Drive, Fort Myers, Florida 33907 ("BENI").

ADDENDUM TO EXHIBIT "A"

Exhibit to the Management Agreement entered into between Benson's, Inc. and Mobile Manor, Inc.

COMPENSATION

2.1 As of March 1, 2008, it is agreed that 70% of the management fee paid per month to Benson's, Inc. for Mobile Manor, Inc. is to be assessed against the Mobile Water Company, Inc. for services rendered.

IN WITNESS WHEREOF, the parties have caused this Addendum to Agreement to be executed on this the 3 day of Feb, 2009.

FOR: MOBILE MANOR, INC.

FOR: BENSON'S, INC.

BY: Tom Hawkins  
Tom Hawkins  
President

BY: Bonita Vandall  
Bonita Vandall  
President

Board of Directors Meeting

February 2, 2009

Subject: Approval of 2008 MMWC payroll charges

Based on the recommendation of our account Van Davis the Board of Directors approved the following for 2008 Payroll charges to Mobile Manor Water Company Inc and Mobile Manor Inc.

Benson's management company will charge 70% of their monthly contract fee to manage MMWC and 30% of their contract fee to manage Mobile Manor Inc.

Office Managers salary will be charged at 66% of annual salary to manage MMWC and 34% charged to Manage Mobile Manor Inc.

Board member signatures listed below indicates the approval of the above referenced charges to Mobile Manor Water Company and Mobile Manor Inc.

Tom Hawkins *Tom Hawkins* President  
Gary Schaeffer *Gary Schaeffer* Vice President  
Bob Martin *Robert B. Martin* Past President  
Lona Kinder *Lona Kinder* Secretary  
Roger Gaskill *Roger Gaskill* Director  
Bob Gilliland *Bob Gilliland* Director  
Chuck Harshman *Charles Harshman* Director  
Harold Kinder *Harold Kinder* Director

To: Public Service Commission  
From: DeeAnn Demers office manager  
Date: May 28, 2009  
Subject: Job Description and duties performed  
C.c. Board of Directors and Bonita Vandall

Job Description:

- Represent and maintain a professional image for all Mobile Manor business to include MMWC and MMI. You are the first impression someone makes about the company and community.
- Communicate daily with Park Manager and Park President.
- Conducts the day-to-day business of Mobile Manor Water Co. Inc. & MMI
- Staff office Monday –Friday per board direction. Hours will differ during peak season September to April and be reduced during the months of May to August.
- The office manager prepares and mails monthly water bills to customers.
- Office Manager will collect payments made at the office for water usage and maintenance fees and issue receipts.
- Prepares weekly bank deposits for Park Manager pickup.
- Maintain petty cash. He/she will be allowed (with receipts) to spend no more than \$250.00 per month for supplies. Major expenses over this amount must have the approval of the majority of the board of directors except in emergency situations where the president should be informed.
- Prepares and submits 940/941 documentation to Bensons as required by IRS.
- Handle customer complaints and forward information to Park Manager.
- Enforces the Deed of Restrictions and reports all violations to the park Manager and board of directors.
- Jointly helps Park Management direct the activities of Mobile Manor Water Company Inc. in accordance with the rules and regulations of the Public Service commission including the reading of the meters, billings, supply maintenance, daily water testing, delinquent account letters, meter replacement program, EPA stage II testing, customer request for shutoff/turn on of water and water line repairs.
- Immediately reports all water line breaks to Park Manager, LCHD and prepares necessary boil notice for residents.
- Provide necessary reports to Treasurer and Board.
- Prepare documentation for annual audit of MMWC & MMI
- Maintain a listing of all address and phone information (include Northern address) for residents.
- Maintain members in good standing information for Board and Association meetings.
- Fuel allowance of \$50.00 a month
- Together with the budget committee he/she will prepare a fiscal year budget and present it to the Board of Directors at their December meeting.

Tom Hawkins  
President Board of Directors  
MMWC & MMI

### **Employee Salaries & Wages**

Carol Julius, past Park Manager, was employed for a six week period from January 1, 2008 to train new Office Manager on Water Company procedures. Monthly salary \$1,000.00

Christopher Artrip was employed as a water meter reader and performed meter and shut-off valve replacement and repairs as needed. He was paid \$ 15.00/hour. He was employed from January through June 2008.

DeeAnn Demers is employed as the Office Manager for the entire period of January 1 through December 31, 2008 with a monthly salary of \$ 1,235.00. Her duties and responsibilities are as follows:

### **Duties and responsibilities**

**Daily:** Keep in touch with the Board of Directors and Benson's Inc. Perform daily water testing (Monday to Friday) for LCHD. Receive and post Water Company payments in office on the pegboard sheets and provide a receipt for customer. Listens to resident's concerns about Mobile Manor and direct these to the proper person for handling.

**Weekly:** Prepare deposits for the Water Company. Pass along invoices, deposits and any correspondence received to Benson's for processing. Clean and maintain the cleanliness of office. Check status of office supplies and place orders. Filing of documents and general resident information processed during the week. Maintain petty cash report and sent to Bensons

**Biweekly:** Submit payroll information to Benson's.

**Monthly:** Submit invoice to Benson's for Landscaping and Maintenance of common grounds. Provide the Treasurer and Board of Directors with the monthly Financial Statements. Enter the payments and meter readings for the month into computer using FileMaker program. Prepare the Water Company bills for printing. Print water company bills and separate for mailing. Put the sign up in front of the office so that the residents know that the water bills are ready. Mail rest out to those who are away or do not pick up their bills.

Update monthly list of Water Applications received for the Board of Directors.

Monitor customer water bills for higher than normal usage (indicating a water leak) or for delinquency in payment. Prepare letter to Owner and/or renter should the account be in arrears, Work closely with Park Manager on any delinquent water bill notices prior to mailing notice to customer. Ensure that PSC guidelines in the Water & Wastewater brochure are followed.

A monthly average of the number of payments received for the Water Company is 178, compared to 51 for Mobile Manor Inc.

During the winter months with all the snowbirds down I process as high 300 water payments a month for a 5 month period.

**Quarterly:** Prepare and submit 941 Quarterly Tax Return and the Florida Department of Revenue Quarterly Report.

**Annual:** Prepare and submit the 940 form. Prepare documentation for the board's annual audit of the Water Company records. Update the Mobile Manor resident telephone directory by including new owners and changing info as necessary in the remainder of the book. Pass out annual phone books to all residents. Maintain address information for two locations for most residents.

**During the year:** Turn water meters on and off due to resident's occupancy. Record and maintain list of water meters and valves replaced for meter replacement program.

Welcome new Owners to Mobile Manor; provide them with the Deed of Restrictions, By-Laws, Water Application and Census form. Set up a new resident file, include a copy of the Warranty Deed and the papers from the Title Company, requesting information as to outstanding or credit balances on the Seller's accounts.

Update the properties for Sale or Rent on the bulletin board to assist the residents.

Post any info received from the Lee County Sheriff's office as to "Fraud" situations occurring in Lee County. Pass out brochures from the Sheriff with info concerning personal and residential safety, neighborhood awareness and the list of important phone numbers.

In the event of a meter replacement or main line break, contact the Plumber, pass out (hand deliver) the 'Precautionary Boil Water' notice to the affected residents. When the work is completed flush the line as per LCHD guidelines. Check the chlorine and Ph and fill two (2) Bactria sample bottles on each side of the repair site for two (2) days. Take samples to LCHD daily. When given the all clear, pass out the 'Recession' notice. Make sure annual copper and lead samples are taken per LCHD. Check on status of Plumbing supplies and order necessary parts. Communicate with Board President and treasurer any concerns that pertain to budget and expense control. Alert Park Manager and board of any changes that need to be made to the map of waterline locations and shutoffs. Maintain key log for office, clubhouse and supply sheds.

I attend and maintain all records for Association meeting to ensure only members in good standings are allowed voting privileges per the bylaws for MMWC & MMI annual budget and issues that pertain to the community.

**AUDIT FINDING NO. 4**

**SUBJECT: COST OF CAPITAL**

**AUDIT ANALYSIS:** The utility recorded \$20,000 for outstanding debt on the application for its Staff Assisted Rate Case. However, the utility had recorded \$5,656 for accounts payable and \$17,224 for notes payable in its general ledger as of December 31, 2008.

When asked the utility said that \$3,000 was related to loan amount made to water from Mobile Manor Inc., (a related party) in early 2008 to cover operating expenses. There is no interest rate established, no due date that principal must be repaid and no formal agreement. This is not long term debt.

The utility did not provide sufficient support for any long term and short term debt.

Utility recorded equity of (\$17,497) on its books and records.

A capital structure is not presented because the utility has negative equity and audit staff was unable to determine debt.

**III. EXHIBITS**

**EXHIBIT NO. 1 – WATER RATE BASE**

**MOBILE MANOR WATER COMPANY, INC.  
DOCKET NO. 090170-WU  
STAFF-ASSISTED RATE CASE  
RATE BASE  
AS OF DECEMBER 31, 2008**

DESCRIPTION	UTILITY AMOUNT	AUDIT ADJUSTMENT	AUDIT FINDING	AMOUNT PER AUDIT
UTILITY PLANT IN SERVICE	\$ 694	\$ (694)	2	\$ -
LAND	\$ -	\$ -		\$ -
CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC)	\$ -	\$ -		\$ -
ACCUMULATED DEPRECIATION	\$ (694)	\$ 694	2	\$ -
ACCUMULATED AMORTIZATION OF CIAC	\$ -	\$ -		\$ -
WORKING CAPITAL ALLOWANCE	\$ -	\$ 5,252	(A)	\$ 5,252
<b>TOTAL:</b>	<b>\$ -</b>	<b>\$ 5,252</b>		<b>\$ 5,252</b>

(A) Working Capital Allowance was established using one-eighth of O and M. See Exhibit 2

# Loan Agreement

AUDIT # T

This Loan Agreement (this "agreement") dated this 19<sup>th</sup> day of February, 2009

Between

Mobile Manor Inc. of 150 Lantern Lane North Fort Myers Fl, 33917

(The "Lender")

Of The First Part

AND

Mobile Manor Water Company Inc. of 150 Lantern Lane North Fort Myers Fl, 33917

(The "Borrower")

Of The Second Part

## Loan Amount & Interest

- a) The Lender promises to Loan twenty thousand (\$20,000.00) USD, to the Borrower
- b) Borrower promises to repay this principal amount to the lender, as such address as may be provided in writing, with interest payable on the unpaid principal at the rate of 5.25 percent per annum, calculated semi-annually not in advance.

## Term

- a) Borrower is to repay loan in a maximum of three years to include principal and interest as defined in loan amount & interest.

## Payment

- a) Payments are Interest and Principal.
- b) Borrower can pay outstanding principal without penalty.

## Interest

- a) Interest rate: 5.25% (prime plus 2 percent)

# Loan Agreement

**Additional Clauses** Loan payments will start as soon as Mobile Manor Water Company is producing enough revenue to start monthly payments to Mobile Manor Inc. Maximum term of loan is three years. Repayment of prior outstanding debt must be satisfied before repayment of this loan. This loan was approved by a majority vote of the membership at the annual association meeting February 5, 2009.

## Signing Details

### Mobile Manor Water Company Inc. officers

Tom Hawkins President Tom Hawkins

Gary Schaeffer Vice President Gary Schaeffer

Lona Kinder Secretary Lona Kinder

Sandy Gilliland Treasurer Sandy Gilliland

### Mobile Manor Inc. Officers

Tom Hawkins President Tom Hawkins

Gary Schaeffer Vice President Gary Schaeffer

Lona Kinder Secretary Lona Kinder

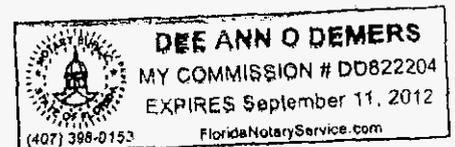
Sandy Gilliland Treasurer Sandy Gilliland

Sworn to and subscribed before me this 19<sup>th</sup> day of February 2009

My Commission expires

(SEAL)

Dee Ann Demers  
Notary Public State of Florida



MINUTES OF THE BOARD OF DIRECTORS MEETING FOR  
MOBILE MANOR WATER CO, INC.  
March 25, 2008

The meeting was called to order at 7:25 PM by Tom Hawkins, President.

Directors present were Tom Hawkins, Roger Gaskill, Lona Kinder, Bob Gilliland, Sandy Gilliland, Charles Harshman, Harold Kinder, Bob Martin and Gary Schaeffer.

Also present were Bonita Vandall and Denise Barber of Benson's, Inc.

SECRETARY REPORT: Ms. Kinder presented the Secretary Report.

TREASURER'S REPORT: It was reported the opening balance is \$8,814.92; \$4,776.97 deposits; checks written in the amount of \$4,082; \$92.66 withdrawals with an ending balance of \$9,416.23.

It was reported the Mobile Manor sign has come in which was donated by Sharon Bailey and a thank you letter will be sent to Ms. Bailey.

Ms. Vandall reported Phase 2 of the EPA was obtained by SevernTrent standard monitoring plan. SevernTrent was on site on March 25 to test the water and they will proceed with filing the report in accordance with the standard monitoring plan. This may cost somewhere between \$300-400 for a certified operator.

Mr. Gilliland presented a report on the water meters, a copy of which is attached and made a part hereof.

✓ Mr. Hawkins recommended \$3,000 or more from Mobile Manor, Inc. be loaned to Mobile Water, Inc.

✓ By proper motion by Mr. Kinder, seconded by Ms. Gilliland, it was unanimously approved to move \$3,000 from the Mobile Manor, Inc. account.

By proper motion by Mr. Hawkins, seconded by Mr. Gilliland, it was unanimously approved to pay the \$300 bill for supplies and to reimburse Mr. Harshman in the amount of \$87.93 that was expensed on the pump.

It was reported Benson's contact Jim Kinestedt of Utilities Irrigation Supplies at 4441 Hancock Bridge Parkway to inquire about setting up an account for purchases.

By proper motion by Mr. Gilliland, seconded by Mr. Kinder, it was unanimously approved that reimbursement of the \$200 would not require Board approval and will be addressed by management.

By proper motion by Mr. Gaskill, seconded by Mr. Gilliland, it was unanimously approved to adjourn the meeting at 7:50 PM.

**EXHIBIT NO. 2 – WATER NET OPERATING INCOME**

**MOBILE MANOR WATER COMPANY, INC.  
DOCKET NO. 090170-WU  
STAFF-ASSISTED RATE CASE  
NET OPERATING INCOME  
FOR THE PERIOD ENDING DECEMBER 31, 2008**

DESCRIPTION	UTILITY AMOUNT	AUDIT ADJUSTMENT	AUDIT FINDING	AUDIT AMOUNT
OPERATING REVENUES	\$ 48,290			\$ 48,290
EXPENSES:				
O AND M EXPENSES	\$ 68,486	\$ (26,467)	3	\$ 42,019
DEPRECIATION EXPENSE	\$ -			\$ -
CIAC AMORTIZATION EXPENSE	\$ -			\$ -
TAXES OTHER THAN INCOME	\$ 2,492			\$ 2,492
TOTAL EXPENSES:	\$ 70,978	\$ (26,467)		\$ 44,511
NET OPERATING INCOME (LOSS)	\$ (22,688)	\$ 26,467		\$ 3,779

Working Capital equals one-eighth of O & M Expenses:  $\$42,019/8=\$5,252$