

January 13, 2016

VIA E-FILING

Carlotta S. Stauffer, Commission Clerk Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399

Re: Docket No. 150071-SU - Application for increase in Wastewater rates in Monroe County by K W

Resort Utilities Corp. Our File No. 34000.01

Dear Ms. Stauffer:

The following are K.W. Resort Utilities Corp.'s ("Utility" or "KWRU") responses to the Staff's Third Data Request dated December 28, 2015:

- 1. In response to staff's audit report, the utility disagreed with the removal of several plant additions and maintained that they should have been capitalized. The following items relate to the disagreed upon audit adjustments.
 - a. The invoice dated June 6, 2007 shows a charge for a \$110.50 service call. Please explain the reason for this service call and any maintenance performed, and the impact on the useful life of any plant worked on.
 - Response: This work was performed by an electrical contactor who specializes in generator repair. The work was required to put the asset in working order and the replacements and repairs extended the life of the asset. This invoice was grouped with other invoices as part of a larger generator repair project. Utility records indicate generator repair contractors were on site performing work on the generator in 2007 on June 12, 13, 18, 19 and 20.
 - b. The invoice dated December 8, 2006 describes a charge of \$811.19 for debris clean-up for construction. Which construction project or projects were associated with the debris?
 - Response: The Utility project the expense relates to was the Clay Replacement Project that was put out to bid in the Second Quarter of 2005. There were 3 responsive contractors/bidders and the winning bidder (BRIAN Inc.) mobilized into the Keys in September 2005 and didn't substantially complete the project until December 2006. It was agreed by both parties that the contractor would utilize the WWTP site as a construction yard and that the Utility would be responsible to haul off the construction debris. This arrangement was beneficial to the Utility as it reduced project cost as the contractor didn't

have to lease yard space nor did they need to guess at how much debris removal there might be. Typically when contractors are unsure about something, like how much debris removal there may be, they tend to pad their bids with high side/worst case bid amounts. The Utility agreed that debris removal is a project cost and by paying direct the Utility only paid for the actual debris removed.

c. The invoice dated March 6, 2008 shows a charge of \$1,326.50 for a pump lift station. Please describe how this relates to preparing the plant for Advanced Wastewater Treatment (AWT) standards.

Response: This work was performed by Sweetwater Environmental and was not for a "Pump lift station at WWTP" as the invoice states. There isn't a lift station at the WWTP, this work was for the cleaning of the mud well which is where the Utility's polishing filters back wash into. The work was clearly notated in the WWTP Operator's log. The reason the mud well required cleaning was because during the AWT upgrade project a centrifuge was leased. The polymer and centrate process water were returned to the mud well and residual from the centrifuge operation had built up over time. The centrifuge was leased only during the AWT project and therefore the cleanup required as a result of it is directly related to the AWT expansion project of (2008).

d. Various invoices dated October 17, 2008 through June 5, 2009 show a total of \$27,913.62 spent on Sodium Acetate, Molasses, and Sodium Hydroxide. Please describe the process or processes which used these chemicals. Please also describe the disposition of any remaining chemicals once the testing period ended.

Response: In 2008, during testing of the AWT process, Sodium Acetate and Molasses were considered for the Utility's carbon augmentation. The following article gives an overview of carbon and how it is used in the nutrient removal process. Keep in mind the article below only uses 5 mg/L as a Total Nitrogen (TN) target but Advanced Waste Treatment (AWT) which the Utility must meet by State Law is a maximum of 3 mg/L Total Nitrogen TN. The difference between a 5mg/L and 3mg/L TN is quite significant.

Biological nutrient removal with carbon augmentation

Performance of a Biological Nutrient Removal (BNR) system is strongly affected by the characteristics of the wastewater influent to each zone of the processes. Neither biological nitrogen removal nor EBPR can be accomplished without sufficient biodegradable organic substrate. Carbon augmentation is needed when there is insufficient carbon available to achieve complete denitrification. This is normally the case when low levels of Total Nitrogen (TN), e.g., < 5 mg/L, are required in the treated effluent. For typical medium-strength municipal wastewater, readily biodegradable COD (rbCOD, which is typically 1.6 times BOD), TN and Total Phosphorus (TP) are 300, 40, and 7 mg/L, respectively.

Based on rbCOD/N of 5.8 and rbCOD/P of 25 required for denitrification and EBPR, theoretically 365 mg rbCOD/L is required to achieve TN of 5 mg/L and TP of 0.5 mg/L, respectively. This results in a shortfall of rbCOD, so addition of an external carbon source is required. In a wastewater treatment facility, a considerable portion of influent rbCOD is utilized through aerobic respiration. This means just a portion of the 300 mg rbCOD/L is practically available for denitrification and EBPR processes.

The choice of a carbon source can have profound implications, not just on the efficacy of nutrient removal but also on plant and personnel safety, sludge yields, aeration adequacy, environmental sustainability, overall effluent quality and other factors. Recent studies also indicate that different carbon sources could have differing effects on nitrogen and phosphorus removal, even in the same treatment process.

Soluble and readily degradable substrates support the highest rate of denitrification. Methanol has been the most widely used external carbon source. But it often requires an adaption period of up to seven months before denitrification rates significantly increase, due to low growth rates of methylotrophs. The flammability, safety concerns and price fluctuations for methanol have limited its use for wastewater treatment.

Agriculturally derived carbon sources such as molasses, glycerol, corn syrup, sucrose and $MicroC^{TM}$, tend to have more predictable and less volatile price profiles.

Recently, glycerin has drawn significant attention as an alternative to alcohols (methanol and ethanol) for denitrification application and acetate for enhanced biological phosphorus removal. It is safer, noncorrosive and nonflammable. Its price, biodegradability, high COD value and ability to promote nutrient removal behaviour are all advantages that make this supplemental carbon source a viable alternative. In addition, glycerin's abundance in nature has led to microbial adaptations for its uptake and use as a source of carbon and energy. End of reference.

Presently, the Utility has found that the most cost effective carbon source is MicroCTM

Sodium Hydroxide is used to adjust and control the pH of the treatment process. Sodium Hydroxide is used as a source of alkalinity and this is fed into the aeration basin at the very beginning of the treatment process to control pH. Proper pH control is vital to the biological activity within the wastewater treatment process. Without a source of alkalinity a wastewater treatment plant operator can't effectively control the pH of the treatment process which is not practical with today's water quality standards (AWT). Operator's must have this ability in their toolbox.

Testing was run until all chemicals were exhausted.

e. The invoice dated August 20, 2007 billed Key West Golf Club \$1,008 for repairing a backhoe that was damaged while employees of Keys Environmental, Inc. (KEI) were using it. Please explain why the utility should be responsible for the cost of the repair.

Response: The Utility asset was damaged (the forks) from normal wear and tear. Forks scrape on the ground when they move under the things that they are lifting so the protective paint coating wears off and leaves bare metal which oxidizes. When the forks get rust they weaken and then are prone to fail as they can no longer lift their rated loads. KEI was using the backhoe that was provided by the Utility to carry out utility work, and in the course of doing the work the rusty fork failed. Backhoes are complicated machines, with multiple sets of controls, hydraulics, etc. and equipment such as backhoes often require periodic repair as a result of wear and tear from normal use and being out in the elements in a salt water environment. The Utility provided the asset as a tool to be used by the contract operator only for Utility business and the asset and it's upkeep was to be the owners/Utility's

responsibility. Since the Utility didn't have a diesel mechanic on staff or an account set up with Nortrax the parts were ordered by the diesel mechanic of the Key West Golf Club and the repair parts for the asset was billed and paid for directly by the Utility at cost.

2. Please provide any additional invoices or bids, excluding those provided in staff's second data request, documenting pro forma plant additions not reflected in Audit Finding No. 2.

Response: See Attachment "3-2".

3. In both the original and revised estimate of the pro forma plant expansion project, the utility included \$156,000 for CEI with the notation "mostly in-house." However, in response to staff's first data request, Item 13g, the utility stated that employees are not involved in the pro forma plant additions. It also described the extent of oversight on capital expenditures provided by Green Fairways and Chris Johnson as part of their normal responsibilities. Please clarify who is providing this service and how the utility estimated this expenditure.

Response: The notation "mostly in-house" referred to the Utility's Engineer (Weiler Engineering Corp.) as opposed to hiring a consultant or outsourcing the work to another engineering firm who would assign a project engineer to the Expansion Project. \$156,000 represents 3.3% of the total project cost (project cost based on the low bid from Overholt Construction of \$4,660,284 provided in PSC Data Request #2.) CEI of 3.3% is well within the normal range for projects installing facilities with higher than average design difficulty (i.e. wastewater treatment plants). See Attachment "3-3".

The Utility began operations at its current site in 1983. Since the plant was built, the Utility has had 2 expansions; a west plant was constructed in 1995 and the plants were upgraded to Advanced Waste Treatment (AWT) in 2008. In 33 years there have been 2 major plant expansions this works out to one every 16 years. To assert that Green Fairways is responsible to provide construction inspection and engineering on a project of this scale is not reasonable. The context of the response was annual expenditure oversight which is completely different than a major \$4.9 - \$5.1M Utility expansion project.

The President of the Utility, Chris Johnson, actively manages the Utility's day to day activities, serves as a scheduled weekend operator the WWTP utilizing his class A WWTP license, and is on call 24hrs/day for 7 consecutive days per month. Mr. Johnson works 45 hours on average Monday to Friday and then works on call and as plant operator as well. Mr. Johnson is very much involved in normal capital expenditure decisions. Clearly the .849 MGD expansion project is a major event in the 33 year history of the Utility and not something that would be part of Mr. Johnson's day to day duties. The project will require construction engineering and inspection by qualified individuals and the Utility does not carry this kind of staffing as part of normal operations.

4. In the utility's response to Audit Request No. 7, it provided two contracts from Charley Toppino & Sons, dated February 12, 2015, for concrete slab work in the amount of \$32,250. One was modified to replace the original contract, but both were unsigned. Please provide an executed copy of this contract.

Response: See Attachment "3-4"

- 5. In its response to staff's second data request, Item 2a, the utility stated that it calculated the test year increase to contractual services-accounting by estimating one additional hour of work at \$250 for 49.5 weeks due to the increase in transactions. The following items relate to the utility's response.
 - a. Given that the additional transactions fall within the scope of the professional services rendered by Mr. Allen for \$525 month, per his engagement letter, why is it reasonable to apply an additional hourly rate, which is nearly half of his monthly fee?

Response: The current monthly fee of \$525 is based on an estimated two hours of work plus an additional \$25 per month to cover additional minor inquiries and preparation of the semi-annual RAF. The Utility believes that it is reasonable to estimate that future additional accounting work may require an additional hour of Mr. Allen's time per month.

b. Has the utility attempted to get an estimate of an updated monthly fee that would cover the additional volume of transactions? If so, what is the estimate?

Response: Yes, the utility has had discussions with Mr. Allen regarding an updated monthly fees estimate to cover the additional volume of transactions. Mr. Allen feels the additional \$250 is reasonable based on his knowledge of the business and what we are telling him, but until the amount of work is known he is unable to provide an estimate better than the additional hour of work per month at \$250.

- 6. The following items relate to Attachment 13c, which was provided by the utility in its response to staff's first data request.
 - a. Please provide the hourly rate for all hourly employees in the test year, including those that resigned or were terminated.

Response: See Attachment "3-6a".

b. Aside from Pat Coats, were all employees represented in test year salaries and wages expense considered full-time?

Response: Yes.

c. The Schedule of KWRU Operations Group indicates that eight employees worked overtime in the test year. Please provide a breakdown of the overtime for each employee that includes the hours along with the overtime rate.

Response: See Attachment "3-6c".

d. The field employee positions indicate that two of the three positions left vacant in the test year (Bellino, Grassi, and Roberts) were filled with replacements in the test year. Has the Operator Trainee position, left vacant by Mr. Eddie Roberts, been filled? If not, when does the utility plan to fill the vacancy?

<u>Response:</u> Mr. Grassi and Mr. Roberts, and Mr. Bellino were hired by a competing wastewater utilities (Florida Keys Aqueduct Authority and City of Marathon Wastewater). 2 new hires; Keith Waddell (hire date 5/12/2014) and Sean Bindranouth (hire date

7/28/2014). It should be noted that the Utility hired Bobby Bellino as a mechanic but while he worked at the Utility he became a licensed Wastewater Plant Operator. This illustrates how competitive it is to hire WWTP Operators in the Keys. The Utility hired a part time operator, Glenn Miller (Class B WWTP Operator) on 4/14/2015 as he could only work part time as he was the contract operator for the US Navy wastewater plant at the time. Mr. Miller's contract with the US Navy ended and he then became a full time employee on 7/7/2015. Mr. Miller resigned 10/29/2015 for health reasons as he has undergone a series of brain surgeries. The Utility is currently seeking an operator but it should be noted every wastewater entity in the Keys is currently hiring operators and actively advertising. It should also be noted that as of January 1, 2016 the Utility is required by DEP Permit to have an Operator on both Saturday and Sunday. Prior to this the DEP only required a licensed operator on one weekend day.

e. Please explain why the list of the utility's fleet vehicles includes two trucks assigned to individuals not included as employees in the test year.

Response: The Red F-150 was mainly utilized by Ted Yarbro in 2014 but was being used by John Welsh in 2015 (John Welsh was the name included – which was a scrivener's error.) The white Dodge Ram was purchased in 2015 and used by an employee hired in 2015 – this addition was also a scrivener's error.

7. The utility stated that all pro forma salaries were compared and found to be in the range of salaries for other Florida Keys Utilities. Please provide this analysis along with the sources utilized.

Response: The utility will file this with its supplemental responses on January 18, 2016.

- 8. In its response to staff's second data request, Item 3a, the utility referenced a pro forma salary increase of four additional employees totaling \$194,000 which is \$38,004 greater than the pro forma increase of \$155,996 on line 32 of MFR Schedule B-3, as well as all documentation previously provided to staff. The following items relate to the utility's response.
 - a. Has the utility's requested pro forma increases to pensions and benefits of \$42,762 and workman's comp insurance of \$25,555 on lines 33 and 42, respectively, of MFR Schedule B-3 also changed? Please provide the basis for both estimated increases that includes the components and sources of the utility's calculation.

Response: The utility will file this with its supplemental responses on January 18, 2016.

b. Is the Admin Assistant position proposed in the 2016 pro forma budget a replacement of the Accounting and Administrative Specialist position left vacant in the test year? If not, please explain why this incremental new position is necessary.

Response: The utility will file this with its supplemental responses on January 18, 2016.

9. In the utility's response to staff's second data request, Item 3c, the utility provided basic reasons to support the pro forma increase to contractual services-engineering, contractual services-other, and miscellaneous expenses. However, the utility did not provide work papers to support how the adjustments were estimated. With the exception of the amortized legal fees, please provide a basis

for each estimated increase that includes the components and sources of the utility's calculation for each of these three accounts.

Response: The utility will file this with its supplemental responses on January 18, 2016..

10. In its response to staff's second data request, Item 4a, the utility provided a schedule of additional legal fees associated with the Last Stand litigation in the amount of \$6,638. Please provide support documentation (i.e. invoices and description of work performed) for this additional amount. In addition, please provide support documentation for all legal fees associated with the litigation.

<u>Response</u>: See Attachment "3-10". All legal fee documentation has been provided to PSC audit staff and labeled as attorney-client privileged and is confidential as the case is still on-going. Until such time as the case is final, this information is deemed attorney-client privileged and is confidential.

11. Did the utility expense any legal fees associated with the Last Stand litigation in 2014? If so, please provide the specific amount expensed along with support documentation.

<u>Response</u>: No, the utility did not expense any legal fees associated with the Last Stand litigation in 2014. All legal fee supporting documentation has been provided to PSC audit staff and labeled as attorney-client privileged and is confidential as the case is still on-going. Until such time as the case is final, this information is deemed attorney-client privileged and is confidential.

12. The utility's response to staff's second data request, Item 6b, states that Mr. Johnson is not involved in the daily operations of Keys Environmental, Inc. (KEI). The utility also stated in Item 11a that 100 percent of KEI's labor is provided by the utility. Please explain how KEI processes a request for its services and, in turn, coordinates its need for labor with the utility. Specifically, please explain and demonstrate how Mr. Johnson is not being compensated by the utility for services provided to both the utility and KEI.

Response: The utility will file this with its supplemental responses on January 18, 2016.

13. Since the last rate case and restructuring of utility operations, KEI's rental of the utility's on-site trailer has decreased to \$1,200 annually. Aside from the shared office space, does the utility also share office resources such as a computer, printer/copier, office supplies, a landline phone, etc.? If so, please explain and demonstrate how the utility allocates shared overheard.

<u>Response</u>: No, the Utility does not share office resources, Keys Environmental has its own 24-hour answering service, computer and printer and runs different accounting software from that of the Utility. KEI maintains all of their own stationary, postage stamps, and office supplies.

14. Does Mr. Johnson maintain a separate cell phone for business related to KEI?

Response: Yes KEI maintains a separate account of their own for Mr. Johnson's cell phone.

15. Has the utility made regular payments of principal and interest on its loan from its parent company? If so, please document how much has been paid toward this loan over the past three years.

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Response: No, this is an interest only loan.

Current balance is \$852,903.05

Interest due on loan 2330100 paid to WS Utility: August 2013 to December 2015: Total paid was \$123,671.08 (at \$4,264.52 a month.) January to July 2013: Total paid was \$35,188.85 (at \$4,955.57 a month.)

Principal was reduced by payments to WS Utility on the following dates: December 31, 2009 - \$95,658.18

December 28, 2012 - \$100,000.00

June 30, 2013 - \$37,096.95

- 16. In response to staff's first data request, Item 15, the utility provided invoices for accounting services provided by Mr. Jeffrey Allen to be included in rate case expense. The specific hours and fees associated with the current rate case are noted on each invoice. For each of the following months, please explain how the work performed pertains to the current rate case:
 - a. February 2015

<u>Response</u>: The \$1,125 of expense on Jeffery E. Allen Invoice 219429 was for work done to aid in the restatement of prior year's Annual Reports. This work is integral to the current rate case as the restatement work is of a nature where corrections carry forward therefore the records are part and parcel to the current rate case.

b. March 2015

<u>Response:</u> The \$1,750 of expense on Jeffery E. Allen Invoice 219579 is for the accounting work to synch the Utility's internal books with the changes made during the restatement of the Utility's Annual Reports. This work is integral to the current rate case as the restatement work requires adjustment of internal books which may be examined during the current rate case.

c. July 2015

Response: The \$1,000 of expense on Jeffery E. Allen Invoice 219579 is for the accounting work to provide accounting information required by Millian Swain for their work the restatement of prior year's Annual Reports. This work is integral to the current rate case as the restatement of prior year's annual reports requires source information from the Utility's records and accounting systems.

- 17. The following items relate to legal services included in rate case expense.
 - a. Please provide a distinction between the legal services provided by Mr. Friedman and Mr. Smith on this current rate case. Specifically, please justify the need for additional counsel from a different firm and explain how the services are not duplicative.

Response: Mr. Friedman is acting as counsel for KWRU before the Public Service Commission.

Mr. Smith's firm has represented KWRU for over 5 years and has in depth familiarity with the on-going operations and legal issues of the Utility. During this rate case, a focal point has been the Last Stand litigation and its effect on the plant expansion, used and useful of the prospective new plant subject to the Last Stand litigation, capacity of the existing plant, requirements of conversion to Advanced Wastewater Treatment standards, reconciliation of records with Monroe County as to the South Stock Island line extension, allocation of expenditures from the Monroe County jail PSC action, and other matters.

Mr. Smith has provided his legal assistance to KWRU in regards to inquiries into the Last Stand litigation and his analysis of the case as requested by PSC staff. Mr. Friedman was not involved in this case.

The Last Stand litigation is the appeal of the major modification to KWRU's operating permit to construct the additional .350 MGD plant. Numerous questions have been inquired as to the size of the plant as compared to KWRU's position that it should be considered 100% used and useful, including current legal issues with DEP issuing dry lines, KWRU no longer capable of agreeing to execute capacity reservation agreements, and the general status of the plant's capacity. Mr. Smith has provided legal assistance in responding to these inquiries by the PSC auditors, PSC staff and OPC.

In fact, at the customer meeting, several customers brought up that they believed KWRU was only operating at 168,383 gpd, including OPC's counsel. Mr. Smith was able to correct this misunderstanding after the meeting by advising that it was not 168,383 gpd, but 168,383,000 gallons per year that were treated in 2014, equaling to 461,323 gpd. Mr. Smith has significant understanding of the projected wastewater flows and the current capacity of the plant based on his representation of the Utility on an on-going basis.

Mr. Smith's representation has also dealt with ensuring compliance with the Advance Wastewater Treatment deadline which equates to over 50% of the rate case expenditures. Mr. Smith has assisted in responding to questions regarding AWT. KWRU has engaged Mr. Smith in PSC inquiries into AWT compliance.

Mr. Smith was counsel for KWRU on the complaint filed with the PSC involving Monroe County's payments for additional capacity at the Monroe County jail and other issues regarding contracts with Monroe County. Mr. Smith utilized this knowledge to lower costs in responding to both PSC staff and PSC audit questions regarding the substance of the matter, status of matter and allocations of costs from this matter. Mr. Friedman was not involved in this case and would have been more costly to respond to these inquiries.

More recently, Monroe County contemplated moving to intervene in the current matter and put forth an agenda item regarding same. Monroe County is KWRU's largest customer equaling approximately 12% of total revenues. Mr. Smith assisted KWRU in presenting information as to the purpose of the rate case and provided information regarding the necessity of the rate increase, including meeting with Monroe County staff, which resulted in Monroe County not moving forward with an unnecessary and potentially more costly

intervention. Mr. Friedman does not reside in Monroe County and this expenditure would have been significantly higher had Mr. Smith not represented KWRU in this regard.

Mr. Friedman will be attending the Agenda Conference. Mr. Smith will not be attending the Agenda Conference unless requested by PSC staff.

There are numerous parts of this process which are more suited to counsel located in the service area than PSC counsel located outside the service area. In order to ensure the lowest cost for legal representation, KWRU has utilized local counsel and PSC counsel to ensure these matters are responded to by the lowest cost legal counsel.

b. Mr. Smith's first invoice, dated January 16, 2015, is comprised of rate case activity in conjunction with other consultants. According to the support documentation of the other consultants, they did not start working on the case until the end of the month. Please explain the work Mr. Smith billed for on that invoice.

Response: In 2014, Mr. Smith first discovered errors in the financial accounting of the former consultants of KWRU and reviewed the annual reports to confirm his suspicion was correct. Upon determining potential issues with the financial accounting, Mr. Smith worked with KWRU to determine what the errors were, and to what extent they effected the records of KWRU. Many of the issues dealt with the South Stock Island expansion that was paid for by Monroe County and which KWRU then remitted a portion of the capacity reservation fees back to Monroe County as repayment of an advance for construction. These fees were not properly recorded by either KWRU's outside financial nor were they reported. More importantly, approximately 800 customers were assessed directly by Monroe County for amounts due to KWRU, which Monroe County did not report the assessment to KWRU. leading to the reduction in the advance in construction not being recorded on the financial statements of KWRU. Mr. Smith worked with Monroe County to determine the customers that had been connected but were not assessed on tax rolls prior to and after Milian Swain was engaged to correct the books. These phone calls identified in 2015 were after Milian Swain had worked on the books and evidence the switch from resolving the records to beginning rate case preparation. Attorney Smith's call to Mr. Seidman was regarding his engagement in the rate case and involved his retention including discussing the rate case and Last Stand matter as it applied to used and useful calculations and the current dry line status of permit connections.

18. Please provide an update of actual and estimated rate case expense along with any necessary supporting documentation (i.e. invoices or receipts). In addition, please provide a detailed explanation and calculations to justify estimated expense to completion.

Response: See Attachment "3-18".

19. With respect to O&M expenses associated with AWT, please provide the amount of O&M expenses associated with the existing facilities and the incremental amount of O&M expanses related to the 350k gallon tank expansion and new wells.

Response: The utility will file this with its supplemental responses on January 18, 2016.

20. With respect to total O&M expenses, please provide the amount of O&M expenses associated with the existing facilities and the incremental amount of O&M expenses related to the 350k gallon tank expansion and new wells.

Response: The utility will file this with its supplemental responses on January 18, 2016..

21. Order No. PSC-09-0057-FOF-SU states that data from Florida Keys Aqueduct Authority will be available on a going forward basis. In this regard, please provide this information for all classes of service for the test year.

<u>Response:</u> See Attachment "3-21" which will be provided electronically on a CD due to its voluminous nature. The following customers are marinas; Hurricane Hole Marina, Mad Cow Marina, Murray's Marina, Sunset Marina, Safe Harbor Marina, Key West Harbour Yacht Club (formerly Yacht Clubs of America), Oceanside Marina, and Stock Island Marina Village (Longstock).

22. Please provide a list by meter size of all general service customers and the method in which they are billed.

Response: See Attachment "3-22".

23. Please explain why there are no gallons associated with the 1.5" general service on page 8 of schedule E-14. In addition, please provide the customer names.

Response: The E-14 schedules were revised in response to the deficiencies. The 1.5" General Service referenced in the data request is billed in conjunction with the 6" general service and consumption was included on the schedule as 6" general service. The reason for this is because the Florida Keys Aqueduct Authority meter data does not specify the gallons of water for each meter. The gallons were accounted for however, they are accounted for under the 6" meter. The customers are Lower Keys Medical Center, Florida Keys Community College, and Key West Health and Rehabilitation.

24. Please explain why there are no billable gallons for the 5/8" residential and general service customers on page 2 of schedule E-2.

Response: This refers to Sunset Marina Residences and Sunset Marina. There are no billable gallons for the 5/8" residential because there are no 5/8" residential FKAA meters. They are actual billed a 5/8" interest general services base rate for 64 units along with the 8" turbo and 2" meters. These meters have a total gallonage of 8,535,000 gallons for 2014. At the time of construction of the facilities in 2001 by the prior owner, FKAA permitted all facilities to be master metered with the 8" turbo and 2" meter. No residential FKAA meters were installed. In order to properly bill, internal meters were installed at each residence which are read by the utility, which there are 64 residential units. These units are billed a base rate plus gallonage. The 8" turbo and 2" meter services the wet slips and marina buildings, which are billed at a base rate and a per gallon rate.

25. Please advise if the Private Lift Station tariff is still needed. If so, please explain why no revenues were reported in the MFRs.

Response: This tariff is no longer needed.

26. Please advise if the Temporary Service/Dewatering Sludge Loads tariff is still needed. If so, please describe this process. In addition, please explain why no revenues were reported in the MFRs.

Response: This tariff is no longer needed.

27. How does the utility determine the amount of waste treated from customers other than that resulting from metered water such as that from the marinas?

Response: KWRU currently bills customers either by an FKAA water meter or under a flat rate per the tariff, except for several different circumstances. In one instance, South Stock Island Marina, aka, Key West Harbour Yacht Club, it has internal 6 meters, that are not FKAA meters, which measure flows to the specific buildings and areas that return wastewater to the utility. KWRU believes that these meters are not accurate because they are not calibrated regularly. In another instance, KWRU reads an FKAA master meter and deduct meters that measure water used for wash down at boat slips and subtracts the two numbers to ascertain wastewater flows (Sunset Marina Residences). As to Safe Harbor Marina, it pays a flat rate. KWRU prefers to utilize only FKAA meters as it is more accurate and reflects water sent to a property that is presumably being returned to the utility. KWRU does not believe there is a reasonable manner to measure wastewater flows because customers are not large enough to have consistent flows capable of being measured. KWRU does not accept transient boat waste that would have water flows from outside its tariff area.

28. Pursuant to Order No. PSC-02-1711-TRF-SU the Key West Golf Club Homeowners Association small pool is based on 1.18 ERCs while the large pool is based on 4.0 ERCs. Has the demand from these two facilities changed since this Order was issued? Please provide supporting documentation.

<u>Response:</u> No the demand has not changed, at the Golf Club HOA, as the pools have not changed since the Order was put in place.

29. Please provide supporting documentation detailing the demand the South Stock Island marina pool places on the system.

Response: See Attachment "3-29" which is Table I from FAC Chapter 64-E6.008.

30. Please explain when the utility began billing South Stock Island marina for a small swimming pool? Please reference the tariff used for this charge.

Response: There is a scrivener's error on Schedule E-2. South Stock Island Marina is actually Sunset Marain Residences that has the small pools. In the course of resolving PSC Complaint filed by Joanne Alexander of Sunset Marina Residences the Utility realized that Sunset Marina was being billed for a large swimming pool when it did not meet the criteria of a large swimming pool. After researching the matter the Utility discovered that the pool was not a large pool but rather a small pool. Prior to the Complaint the marina was billed for a Large Pool and a Small Pool. When the Complaint was resolved it was billed for 2 Small Pool only as the Large Pool was changed to a small pool. This Complaint was resolved to the satisfaction of the customer, the Utility, and the PSC. Additionally at complaint resolution the PSC did not advise the Utility to take any further action.

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Should you have any questions regarding this filing, please do not hesitate to give me a call.

Very truly yours,

MARTIN S. FRIEDMAN

For the Firm

MSF/ Enclosures

cc: Chris Johnson (via email)

Bart Smith, Esquire (via email)

Debbie Swain (via email) Frank Seidman (via email)

Martha Barrera, Esquire (via email)

Amber Norris (via email)

Erik Sayler, Esquire (via email)

ATTACHMENT "3-2"



STANDARD CONTRACT / PROPOSAL LETTER

KW Resort Utilities Corp. 6630 Front Street Key West, FL 33040

December 9, 2015

Project Name: KW Resort Utilities Expansion

Front Street

Key West, Monroe County, FL

Attention: Chris Johnson

Structures International, Inc. (SII) would be pleased to provide structural engineering services for the above referenced project and wishes to submit the following proposal.

Project Description: The scope of work proposed herein is based upon plans by The Weiler Engineering Corporation, Sheet No. D-13, dated 9/04/15, and Geotechnical Report by Universal Engineering Services, Inc., dated 3/27/14. The project has been defined as the structural design for the structural slab and Auger Cast Pile foundation for the new Treatment Tank. If required by Owner, Architect, Contractor or Building Official, site visits during construction, coordination, and/or construction will be billed separately per the schedule below.

Scope of Service: The professional services that will be provided by this office, for this project will be to furnish reproducible and signed/sealed structural drawings. Such drawings will include plans, sections, details, schedules and performance specifications necessary for the permitting and construction of this project. Work product will consists of contract documents (structural plans) submitted on 24"x36" format utilizing AutoCAD.

Included in the fee proposal for this project are:

- Review of shop drawings and coordination with the contractor during construction.
- Progress sets (if required) will consist of a set of drawings e-mailed to the client.
- One (1) set of (Final) reproducible drawings and three (3) sets of signed/sealed plans for permitting and construction purposes.
- Project Specifications will be included as performance specifications on the drawings.
- "Permit" revisions shall be included in this fee proposal should the building department comments be specifically addressed to structural concerns.

Specifically excluded from the fee for this project are:

- "Permit" revisions required for building department comments NOT specifically addressed to structural concerns.
- Code-mandated inspections, nor additional "general" inspections to observe field problems or progress of construction. These may be contracted as additional services at that time.
- Value Engineering revisions that are brought up after the contract documents have been completed. This work shall be considered additional services and will be billed at hourly rates.
- This office will NOT provide "As-Built" or record set of drawings.
- Attendance at additional project meetings and/or any site visits requested.
- Additional plotting or printing from that described above. All additional plots, prints, etc. will be billed at current price schedule per copy.

7501 Wiles Road, Suite 106-B, Coral Springs, FL 33067 Phone: (954) 227-1512 Fax: (954) 227-6633



Fee: The proposed fee for the services presented above shall be as follows:

Construction Design: \$5,500.00

- Site Evaluations/Coordination: \$2,750.00/visit

- Special Inspections: \$2,750.00/inspection

Additional services provided by this office shall be billed at hourly rates based upon the schedule below. It should be noted that the fee proposed herein is limited to the project as set forth in this proposal as described herein. Any work required by (SII) for services required which are outside the scope of services outlined by this proposal shall be considered additional services and shall be subject to additional fees.

Principal Engineer: \$275.00 Project Manager: \$175.00
Field Engineer: \$150.00 Office Engineer: \$125.00
AutoCAD Technician: \$85.00 Clerical/Administrative: \$45.00

Client's Responsibilities:

- The client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints, schedules, site requirements, etc. required for this project.
- The Client (or the Owner) shall furnish the services of a Geotechnical Consultant for the purposes of developing design parameters for the foundation system for this project. This office shall be provided with a copy of the report issued by the Geotechnical Engineer.
- The Client shall furnish architectural, mechanical, electrical, and plumbing drawings.
- The Client shall be responsible for the coordination of the project between the professional consultants.
- The Client (or other Third Part) shall execute all permit applications.
- The Client shall be responsible for timely responses to Consultant's requests for information.

Thank you for the opportunity to provide this proposal to your firm. Should you have any questions regarding the above, please do not hesitate to cull this office. I look forward to working with you on this project.

Sincerely,

Structures International, Inc.

Monzer Faramawi, Ph.D., P.E

Principal

Accepted by:

Printed Name

Date:

Title

Please sign and return the accepted form and initial the general conditions, which are a part of the contract.



GENERAL CONDITIONS 1 of 2

PROJECT: KW Resort Utilities Expansion - Front Street

Attached to and made part of the proposal dated December 9, 2015 between KW Resort Utilities Corp. (Client) and Structures International, Inc. (SII) (Consultant) in connection with the above referenced project.

Statements will be issued upon completion of contract documents or the end of each month (if contract document preparation exceeds on month), payable upon receipt, unless otherwise agreed in writing. Client shall notify (SII) within five (5) working days of receipt of invoice should the invoice be found unacceptable. Any invoice for which such notifications are not rendered shall be deemed to be acceptable for purposes of payment by client.

Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. The Client shall pay any attorney's fees or other costs incurred in collecting any delinquent amount. Express mail shipments, courier service, etc. is not included and will be a reimbursable expense. Sales tax, if applicable, shall be an additional charge to all hourly rates, fees and reimbursable expenses.

In the event payment for an invoice is not made with 30 days, our office reserves the right to notify the Client of our intention to stop work on the project.

Should the normal progress of work be stopped or interrupted for more than five (5) working days, this office will stop work on the project and invoice the Client for those professional services provided to date based upon the percentage of work completed up to that time. Once the project has been "stopped", this office will remove it from the production schedule until such time that a "resume" work order is given. All outstanding invoices shall be paid in full prior to this office commencing work on the project, and the project will be re-inserted into the production schedule queue at that time.

In the event that Client requests termination of the work prior to completion, we reserve the right to complete such analysis and records as necessary to place our files in order and, where considered by us necessary to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30 percent of all charges incurred up to the date of the stoppage of work may, at the discretion of (SII), be applicable.

In the event the Client makes a claim against (SII), at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by (SII) in defending itself against the claim.

The only warranty or guarantee made by (SII) in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by furnishing drawings and specifications.

(SII) will perform the outlined services with reasonable diligence and expediency consistent with sound professional practice. If the project schedule is negatively affected by outside factors such as review by government agencies or reviews by owner, contractor or the client and his other consultants, the schedule shall be adjusted to give (SII) sufficient time to complete the project accordingly.

7501 Wiles Road, Suite 106-B, Coral Springs, FL 33067 Phone: (954) 227-1512 Fax: (954) 227-6633



GENERAL CONDITIONS 2 of 2

PROJECT: KW Resort Utilities Expansion - Front Street

The client acknowledges that (SII)'s services come before the other consultants services during the construction phase, and agrees to make payments to (SII) accordingly.

The quoted fees are valid for a period of 1 (one) months, unless agreed upon in writing by the client and (SII). If the project has not started within 1 (one) months of the proposal date or if the project is not substantially completed within a period of 18 (eighteen) months, the fees shall be equitably adjusted.

All work prepared by (SII) is the property of this office and may only be used for its intended use. The client shall not reuse or make any modification to the instruments of service, without the written authorization form (SII).

This agreement is to be governed by the laws of the State of Florida. The venue for legal action arising out of this agreement shall be exclusively in the Circuit Court in and for Broward County, Florida.

In recognition of the relative risks, rewards and benefits of the project to both the Client and (SII), the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, total liability of (SII) to the Client, for any and all injuries, claims, losses, expenses or damages arising out of this agreement, from any cause or causes, shall not exceed the total fee or an amount equal to the fees received by (SII). Such causes include, but are not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty by (SII). PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF STRUCTURES INTERNATIONAL, INC MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT."

Client Initials

Date: 12 / 19

7501 Wiles Road, Suite 106-B, Coral Springs, FL 33067 Phone: (954) 227-1512 Fax: (954) 227-6633

ATTACHMENT "3-3"

Architectural and Engineering Basic Services Fee Estimating Guidelines

Basic Services is the design work customary on a typical project to take an established building program, site, and budget, and then develop the architectural design, engineer the building systems, produce construction documents, and perform construction administration for a single phase project. Basic Services include the design services customary on every project such as architectural, structural, civil, mechanical, and electrical engineering services. Basic Services are described in the Standard Consulting Agreement.

The following method estimates the Basic Services fees using the Amount Available for Construction (AAC) from the established project budget. The fees are expressed as percentage of AAC for six (6) projects types with differing levels of complexity for both New Construction and Renovation. The Project Types are:

Project Type I – Considerably Less than Average Complexity: Farm Structures, shop & Maintenance, Service, Warehouses, Storage Facilities, Parking Structures.

Project Type II – Less Than Average Complexity: Student Housing, Office Buildings, Complex Parking Structures.

Project Type III – Average Complexity: Classroom Facilities, General Teaching Spaces, Medical Offices, Clinics, Gymnasia.

Project Type IV – More Than Average Complexity: Complex University Buildings, Engineering Laboratories, University Libraries, Dining Facilities, Theaters, Arenas, Auditoriums, Medical Schools.

Project Type V – Considerably More than Average Complexity: Science and Medical Research Buildings, Hospitals, Museums.

Project Type VI – Engineering Projects: Campus/Building Chilled Water, Steam, Fire Protection, or Hot Water Systems; Campus/Building Electrical Distribution Systems; Building Replacement Mechanical or Electrical Systems; Building or Campus Generator Systems; Campus Fire Alarm or Security Systems; Outdoor Lighting or Sports Lighting; Retrofit Building Fire Protection Systems; Campus Voice/Data Systems. Power & steam generating capacity projects are not included. The fees for projects at Power Plants, projects involving high voltage electrical distribution, projects involving steam distribution over 15 psi or new major chiller plants shall be determined by current market conditions.

To use the chart, find the row corresponding to the project's AAC, then find the column best describing the project type. The intersection of the row and column is the percentage of the AAC that is a reasonable estimate of a Basic Services Fee for that project. Fees are then stated as a Lump Sum Amount. When the project AAC is greater than \$30,000,000, contact UM Facilities Planning & Development.

The application of these tables is dependent on understanding the size and complexity of the project. It is assumed the project scope of work and budget has been developed to a level where this method can be used to produce an estimate of a reasonable and customary fee.

Consultant Fees to prepare Design/Build proposal documents are estimated using the Basic Services curves and then factored for the level of bridging documents required. For example bridging through Design Development would be factored by 35%. Services for proposal package preparation, responding to questions during the proposal phase, proposal evaluation services, and construction administration support are then added as not to exceed fees estimated based of the level of effort anticipated.

Not included in the Basic Services Fee are amounts to cover Additional Services or approved Reimbursable Expenses. These costs should be added to the Total Project Budget and should be estimated based on the projected scope of work.

Additional Services are those required to augment the Basic Services that are not customary on every project. The need for Additional Services is dependent on the individual project and will change from project to project. Some of these services will not be identified until the project is underway. However, it is preferable for needed additional services to be identified when requesting services for design.

Additional Services

Additional Services include, but are not limited to those listed below. It is desirable that these be identified with the basic services fees and approved at the same time.

Pre-Design Phase

- Feasibility Studies/Analysis
- Assistance with Grant and Funding Applications
- Facility Programming
- Master Planning
- Soils Investigations/Reports/Geotechnical Services
- Surveys-Topographic/Boundary/Vegetation Improvements/Utilities
- Existing Facilities Analyses
- Measured Drawings of Existing Facilities
- Environmental Assessments
- Storm Water Management Permitting
- Environmental/Site Permitting
- Traffic Analyses
- Hazardous Materials Consultation/ Surveys

Design Phase

- Additional Project Meetings [in Excess of Biweekly]
- Accelerated Design Schedules
- Engagement of a Signature Design Architect
- Engagement of Specialty Expert Consultants for consultation on design parameters, such as Food Service, Historic Preservation, Theater, Acoustical, Audio/Visual, Landscape, Life Safety, Laboratory, Way-finding graphics, Interior Design, Furnishings, & Artwork
- · Coordination with Consultants Engaged Directly by the Owner
- Site Specific Seismic Studies
- LEED Process Support and Documentation
- Electrical Fault Current Studies
- Load Studies (Mechanical or Electrical)
- Reliability Analysis (Mechanical or Electrical)
- Value Analyses / Life Cycle Cost Analyses (beyond that required under basic services)
- Computer Modeled Energy Analyses (other than required by University Energy Standards)
- Renderings/Models/Videos
- Owner directed Changes to Scope, Size, or Complexity
- Documents Prepared for Multiple Component Construction Packages
- Documents Prepared for Separate Proposal Packages Requested by the Owner
- Environmental Work (Hazardous Waste Consultant Hired by Design Professional)

Construction Phase

- Comprehensive CPM Scheduling
- Phased Construction Observation
- Prequalification of Contractors/ Subcontractors Services
- Commissioning
- Commissioning Support
- Full Time Construction Inspection Provided by the Design Professional
- Program Management Services
- Designing Replacement Work for Damaged Work
- Post Occupancy Observations/Evaluations

Amount Available for Construction	TYPE I Considerably less than average complexity		TYPE II Less than average complexity		TYPE III Average Complexity		TYPE IV More than average complexity	TYPE V Considerably more than average complexity		TYPE VI Engineering Projects		
(\$)	New %	Reno. %	New %	Reno. %	New %	Reno. %	New %	Reno. %	New %	Reno. %	New %	Reno. %
500,000	6.4	8.0	7.2	9	8	10	8.8	11	9.6	12	9	11.2
750,000	6.1	7.6	6.8	8.6	7.6	9.5	8.4	10.5	9.1	11.4	8.5	10.6
1,000,000	5.8	7.3	6.6	8.2	7.3	9.1	8	10	8.8	11	8.2	10.2
1,250,000	5.7	7.1	6.4	8	7.1	8.9	7.8	9.8	8.5	10.7	8	10
1,500,000	5.6	7.0	6.3	7.9	7	8.8	7.7	9.7	8.4	10.5	7.9	9.8
1,750,000	5.5	6.9	6.2	7.8	6.9	8.7	7.6	9.5	8.3	10.4	7.8	9.7
2,000,000	5.5	6.9	6.2	7.7	6.9	8.6	7.5	9.4	8.2	10.3	7.7	9.6
2,250,000	5.4	6.8	6.1	7.7	6.8	8.5	7.5	9.4	8.2	10.2	7.6	9.5
2,500,000	5.4	6.7	6.1	7.6	6.7	8.4	7.4	9.3	8.1	10.1	7.5	9.4
2,750,000	5.3	6.7	6	7.5	6.7	8.4	7.3	9.2	8.0	10	7.5	9.4
3,000,000	5.3	6.6	6	7.4	6.6	8.3	7.3	9.1	7.9	9.9	7.4	9.3
3,500,000	5.3	6.6	5.9	7.4	6.6	8.2	7.2	9	7.9	9.9	7.4	9.2
4,000,000	5.2	6.5	5.9	7.4	6.5	8.2	7.2	9	7.8	9.8	7.3	9.2
4,500,000	5.2	6.5	5.9	7.3	6.5	8.1	7.2	8.9	7.8	9.8	7.3	9.1
5,000,000	5.2	6.5	5.8	7.3	6.5	8.1	7.1	8.9	7.8	9.7	7.2	9
6,000,000	5.1	6.4	5.8	7.2	6.4	8	7.1	8.8	7.7	9.6	7.2	9
7,000,000	5.1	6.4	5.7	7.2	6.4	8	7	8.8	7.7	9.6	7.1	8.9
8,000,000	5.1	6.3	5.7	7.1	6.3	7.9	7	8.7	7.6	9.5	7.1	8.9
9,000,000	5.0	6.3	5.7	7.1	6.3	7.9	6.9	8.7	7.6	9.5	7.1	8.8
10,000,000	5.0	6.3	5.6	7	6.3	7.8	6.9	8.6	7.5	9.4	7	8.8
11,000,000	5.0	6.2	5.6	7	6.2	7.8	6.8	8.6	7.5	9.3	7	8.7
12,000,000	4.9	6.2	5.6	7	6.2	7.7	6.8	8.5	7.4	9.3	6.9	8.7
13,000,000	4.9	6.1	5.5	6.9	6.1	7.7	6.8	8.4	7.4	9.2	6.9	8.6
14,000,000	4.9	6.1	5.5	6.9	6.1	7.6	6.7	8.4	7.3	9.2	6.8	8.5
15,000,000	4.8	6.1	5.5	6.8	6.1	7.6	6.7	8.3	7.3	9.1	6.8	8.5
16,000,000	4.8	6.0	5.4	6.8	6	7.5	6.6	8.3	7.2	9	6.7	8.4
17,000,000	4.8	6.0	5.4	6.7	6	7.5	6.6	8.2	7.2	9	6.7	8.4
18,000,000	4.8	5.9	5.3	6.7	5.9	7.4	6.5	8.2	7.1	8.9	6.7	8.3
19,000,000	4.7	5.9	5.3	6.6	5.9	7.4	6.5	8.1	7.1	8.9	6.6	8.3
20,000,000	4.7	5.9	5.3	6.6	5.9	7.3	6.4	8.1	7.0	8.8	6.6	8.2
21,000,000	4.7	5.8	5.2	6.5	5.8	7.3	6.4	8	7.0	8.7	6.5	8.1
22,000,000	4.6	5.8	5.2	6.5	5.8	7.2	6.4	7.9	6.9	8.7	6.5	8.1
23,000,000	4.6	5.7	5.2	6.5	5.7	7.2	6.3	7.9	6.9	8.6	6.4	8
24,000,000	4.6	5.7	5.1	6.4	5.7	7.1	6.3	7.8	6.8	8.6	6.4	8
25,000,000	4.5	5.7	5.1	6.4	5.7	7.1	6.2	7.8	6.8	8.5	6.3	7.9
26,000,000	4.5	5.6	5.1	6.3	5.6	7	6.2	7.7	6.7	8.4	6.3	7.9
27,000,000	4.5	5.6	5	6.3	5.6	7	6.1	7.7	6.7	8.4	6.2	7.8
28,000,000	4.4	5.5	5	6.2	5.5	6.9	6.1	7.6	6.6	8.3	6.2	7.8
29,000,000	4.4	5.5	5	6.2	5.5	6.9	6.1	7.6	6.6	8.3	6.2	7.7
30,000,000	4.4	5.5	4.9	6.1	5.5	6.8	6.0	7.5	6.6	8.2	6.1	7.6

ATTACHMENT "3-4"



KW Resort Utilities Corp.

6630 Front Street Key West, FL 33040 305,295,3301 FAX 305,295,0143 www.kwru.com

AGREEMENT

THIS AGREEMENT is made this13 day ofFebruary
PARTIES:
The KW Resort Utility Corp. (hereinafter the "Owner"), whose address is: 6630 Front Street, Key West, FL 33040, and
(Name of Contractor) Charley Toppino & Sons, Inc,
Whose address is: P.O. Box 787 Key West, FL 33041
(hereafter called the "Contractor").
STATEMENT OF WORK TO BE PERFORMED: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor agrees to perform the following work (include time for performance if applicable). Attach separate Statement of Work if necessary:
Concrete slab work according to Weiler Engineering Corp. plans titled "Construction Plans for
WWTP Concrete Work KWRU Advanced Water Reclamation Facility (15 sheets), signed and
sealed by Edward R. Castle on January, 9, 2015 - Please note that the compaction noted on
sheet D-01 for the filter slab shall be the same compaction spec used for the chemical storage
slab on sheet D-05. All work must follow concrete specs attached as "Exhibit B". Also please
note on sheet C-05 the contractor shall "furnish" and install 4" cast fron drain as well as 4"sch 80
ovc. The word "furnish" was omitted,
 Check here if Contractor's work is detailed in a Statement of Work attached hereto as Exhibit "A," which is incorporated herein by express reference. If no exhibits are attached, write "NONE". Work to be completed within _90 calendar days from the execution of this Agreement.

[Type here]

CONSIDERATION:

For and in consideration of the work to be performed by the Contractor, the Owner agrees to pay the Contractor the following sums at the following times or under the following conditions:

Amount to be paid to Contractor:	\$33,250.00
----------------------------------	-------------

When payment is to be made (date and/or conditions of payment): <u>Full payment will be</u> made after the independent laboratory sampling of concrete used on site is deemed satisfactory and passes Monroe County Final Bullding Inspection and the permit is closed.

 Check here if payment is to be made upon satisfactory completion of work due under this Agreement.

INDEPENDENT CONTRACTOR:

The Contractor shall perform any and all work due under this Agreement as an independent entity. It is explicitly understood and agreed that the Contractor, its employees, agents, and representatives are not employees of the Owner. No part of this Agreement shall be construed to represent the creation of an employer/employee relationship. Contractor expressly represents and warrants that it will comply with all federal and state employment laws with any and all of Contractor's employees working under this Agreement.

AUTHORITY TO CONTRACT AND SUBCONTRACT:

The Contractor shall have no authority to incur any obligations or liabilities on behalf of the Owner. The Contractor shall not represent to any party, or parties, that it possesses any authority in regards to this Agreement that it does not actually have. The Contractor shall not enter into any subcontracts for any of the work scheduled under this Agreement, other than those described herein without obtaining prior written approval from the Owner. Should the Contractor obtain prior written approval to enter into a subcontract with a qualified provider of services, the Subcontractor shall acknowledge the binding nature of this Agreement and incorporate this Agreement, with attachments, into any subcontract entered. Should a subcontract be used, the Contractor hereby agrees to indemnify Owner for any and all acts of its subcontractor, and from any and all liabilities, claims, causes of action, or controversies brought by any party on account of any acts or omissions of subcontractor. The Contractor further agrees to be solely responsible to the Owner for the performance of any Subcontractor hired by Contractor to complete any work associated in any way with this Agreement.

[Type here]

TERMINATION:

This Agreement may be terminated by mutual consent of both parties in writing and delivered by certified mail or in person. Upon delivery of written notice to the Contractor, the Owner may immediately terminate the whole or any part of this Agreement if:

- a. The Contractor fails to provide services called for by this Agreement within the time specified herein, or any extension thereof; or
- b. The Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the Owner, fails to correct such failures within ten (10) days or such longer period as the Owner may authorize.

The rights and remedies of the Owner provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any such termination of this Agreement, other than from breach of contract, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Should the Owner terminate this Agreement because the Contractor has breached it, then at the Owner's option, the Contractor shall immediately reimburse the Owner the amount of all money the Owner granted the Contractor under this Agreement as reasonable liquidated damages to cover the Owner's costs in completing performance due under this Agreement.

OWNER'S AUTHORIZED OFFICERS:

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

The Owner's President, Christopher Johnson, is the only person authorized to approve changes in any of the requirements under this Agreement.

COMPLIANCE WITH LAW:

The Contractor shall comply with all federal, state, and local laws, ordinances and codes applicable to the work due under this Agreement.

INDEMNITY AND INSURANCE:

The Contractor shall save and hold harmless the Key Largo Wastewater Treatment Owner, its officers, agents, and employees, from any and all claims, suits, or actions of whatsoever nature from any party resulting from or arising out of any of the activities of the Contractor or its subcontractors, agents, or employees under this Agreement.

[Type here]

NOTICES:

All notices, certificates or other communications shall be sufficiently given when delivered or mailed by ordinary mail, postage prepaid, to the parties at their respective places of business as previously set forth, or at a place designated hereafter in writing by the parties.

WAIVER:

The failure of the Owner to require performance of any provision shall not affect the Owner's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ENTIRE UNDERSTANDING:

This agreement, along with any exhibits attached hereto, represents the entire understanding between the parties; and any representations, inducements, promises, or agreements, oral or otherwise, entered into prior to the execution of this Agreement are null and void and will not alter the conditions set forth herein. This Agreement may only be amended by an instrument in writing, duly executed by the parties.

APPLICABLE LAW AND FORUM SELECTION:

This agreement shall be governed by and construed according to the laws of the State of Florida and venue shall be proper exclusively in Monroe County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

KW Resort Utility Corp.	Charley Toppino & Sons, Inc.
By Winter 2 2/24/15	(Print Name of Contractor) By: I renk (I Jorganio
Christopher Johnson, President	FRANK P. TOPPINO, PRESIDENT (Print Name and Title)

Exhibit A

CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787 KEY WEST, FLORIDA 33041 (305) 296-5606 FAX (305) 296-5189

QUOTE

TO: KWRU

ATT: Greg Wright

FROM: Andrew Toppino, Charley Toppino & Sons Inc.

DATE: 2/12/15

JOB ID: KWRU: Reinforced Concrete Slabs - REVISED

This document contains a quote to KWRU for reinforced concrete slab work. These prices are inclusive of all costs associated with the completion of work included in scope breakdown below.

SCOPE:

- Demo/Prep Areas
- · Fill/Grade
- Tank Slab (884 SF) @ 12" Thick @ 4,000 PSI, #4 Rebar
- Dumpster Slab (175 SF) 6" Thick @ 4,000 PSI, #4 Rebar
- Filter Slab (336 SF) 12" Thick @ 4,000 PSI, #4 Rebar
- Spill Catch Curb (31 LF) 6"
- 4' Wide Sidewalk (490 SF) 4" Thick @ 4,000 PSI (No Bar)

JOB TOTAL: \$33,250.00

Exclusions: hazardous waste removal, contaminant surveys, soil testing, concrete testing, remediation, utility disconnects, permit fees, bonding, pavers, vertical concrete work, temporary access to power/water, site security, site fencing, sodding, landscape work, asphalt paving, SWPP plan, SFWMD permits, NPDES permits.

	X
Authorizad	Acceptance:

Date:

Edilit B

CONCRETE REINFORCEMENT

PARTI GENERAL

1.1 Scope

1.01 The work under this specification shall include the furnishing and installation of all conferring steel, welded wire fabric, sturmps, ties and appurenances necessary to complete the work shown on the plans and specified berein.

1.1 Basis of Measurement and Payment

1.11 Work under this section shall be considered as incidental to construction and no additional payment shall be made for the work or materials specified berein

1.2 Related Technical Specifications

- 1.21 ASTM American Society for Testing Materials
- 1.22 ACI American Concrete Instituto
- 1.23 Section 02528, "Concrete Curbs and Gotters".

1.3 Submittely

1.31 The CONTRACTOR shall famish copies of shop drawings indicating the mark and bends for all reinforcing speel to the ENGINEER for his review and approval.

14 Delivery, Storage and Handling

1.41 All reinforcing steel and welded wire fabric shall be free of scale, all and structural defects and shall be kept on the job. Materials shall be stored in a dry area on blocking with protective covering unless the material is to be used within five (5) working days. Budly rusted minforcing will be rejected by the ENGINEER.

PART II - PRODUCTS

2.0 Reinforcing Strel

2.01 Reinforcing moet shall be new Grade 40 billet stock deformed in accordance with ASTM specification A615, unless shown on Plans Deformation shall comply with ASTM specifications A305.

2.1 Welded Wire Fabric

2.11 All welded wire fabric shall ment the exquirements of ASTM A-185 specification.

PART III - EXECUTION

3.0 Installation

- 3.0) All-bars shall be cold formed to the dimensions shown on the drawings. all bars shall be bent in accordance with ACI requirements.
- 3.02. All reuniprous steel shall be in place and firmly supported and wired before connecte pouring is started. The system of holding the bars in place shall insure that all seed in the top surface will support the weight of the workman without displacement. No ties or separators will be permuted to remain within 3/4" of the finished surface.
- 3.03 The CONTRACTOR will be required to use steel saddles and separators at the bottom of bearns, for separating and supporting beam reinforcement. In other locations, he shall use such steel bar chairs as may be necessary. Chairs for reinforcement in slabs shall be of continuous type in lengths of not less than four (4) feet. Where top and bottom reinforcement occurs in slabs, such continuous type chairs shall be constructed and placed that they will both properly support each layer of such and keep the two layers separated at the proper distance. No believe may be utilized for minforming supports
- 3.04 When it is necessary to appear rods, it shall be done by overlapping them a distance equal to at least thirtysix (36) times their thickness or diameter. Where splices are otherwise detailed on the drawings, such details shall take preference over these specifications.

END OF SECTION

STRUCTURAL CONCRETE

PART I. GENERAL

1.0 Scope

1.01 The work to be performed under this specification shall include the furnishing of all labor, materials, forms, supplies, embedded items, sleeves and fixtures necessary to complete all concrete work above on the plans and specified.

1.1 Basis of Measurement and Payment

1.11 Work under this section shall be considered incidental to construction and no additional payment shall be made for the work or materials specified berein.

1.2 Related Technical Specifications

- 1.21 ASTM American Society for Testing Municials
- 1.22 ACI American Concrete Institute
- 1.23 FDOT Specifications Florida Department of Transportation "Standard Specifications for Road and Bridge Construction", 1986 edition.

1.3 Submittals

1.31 The CONTRACTOR shall submit the concrete mix design, bonding agent information, waterstop shop drawings, and the name of the testing laboratory to the ENGINEER for approval, prior to the placing of any concrete.

1.4 Design Requirements

- 1.41 The design of concrete will follow the recommended practices, stresses, design practices, and specifications of the ACI and ASTM. Concrete shall be as defined in FDOT Specifications.
- 1.42 Only one brand of coment shall be used in any individual structure unless approved by the ENGINEER. Coment which has become damaged, partially set, lumpy or caked shall not be used and the entire contents of the sack or container which commins such coment will be rejected. No salvaged or reclaimed coment shall be used.

- 1.43 Ready-mixed concrete, when used, shall be hasled directly from the batching plant to the job site in truck mounted transat mixers. No concrete shall be utilized if it has been longer than 1-1/2 bours from the time the load was first mixed.
- 1.44 Fine and course aggregate shall be measured in gated hoppers or weighed. Concrete shall be mixed in a standard type batch mixer until there is a uniform distribution of materials. The eather contents of the drum shall be discharged before rechanging. The volume of the mixed material per batch shall not exceed the manufacturer's rated capacity of the mixer. The mixer shall be operated at the speed reconstruded by the manufacturer and the mixing time shall not be less than 1-4/2 minutes.
- 145 Waterstops where shown on the drawings shall be "Orem-streak". "Progress Unlineted", or "Schlegel" PVC waterstops or approved equal. Care shall be taken to correctly position waterstops prior to pouring concrete. Splaces shall be founce for continuity and waterstipliness as per manufacturer's recommendations to the approval of the ENGINEER. Waterstops shall be ribbed with a center bulb, shall be minimum 3/8" x 6", and suitable for minimum hydrostatic heads of 125 feet.
- 1 46 No admixtures of any type will be permitted without the prior written approval of the ENGINEER.
- 1.47 Shamps shall be as law as possible consistent with proper placing. Low slump concrete shall be used for feeting and slabs on grade. Medium shamp concrete shall be used for walls, columns and suspended slabs. Concrete shall conform to the following schedulic:

Class of Concrete	Minimum Cement Content (lbs/CV)	Maximum Water Content (gal/CY)		Medium Shanp	
1	508	33.5	0-5 ln.		1/2 in.
II 564 III 611		33.0 36.6	3-5 in.	3-5 in. 0-3- 5-7 in. 0-3-	

1.5 Delivery, Storage and Handling

1.51 All material to be used in the concrete, including content and coarse and line aggregates, shall be carefully stored in such a manner as to prevent deterioration or intrusion of foreign matter.

PART II - PRODUCTS

2.0 Materials

- 2.01 Coment for all concrete shall be domestic Perland coment that conforms to the requirements of ASTM Designation C-150, Type I, Type II, Type III or Type V. Type III centent for high early strength concrete shall be used only for special locations and only with the approval of the ENGINEER. Type II or Type V coment shall be used in the construction of sanitary sewer manholes, wetwells, wastewater tanks, and pump stations.
- 102 Concrete aggregate shall conform to ASTM C-33 requirements. Water used in mixing concrete shall be firsh potable water, clean and fine from injurious amounts of oil, acid, alkali salts, organic matter, or other substances that may be deleterious to concrete or miniprocurant.
- 2.03 Resulty mixed concrete may be used at the option of the CONTRACTOR provided that such concrete meets the requirements of these specificances and of ASTM Designation C-94 for "Ready-Mixed Concrete".
- 2.04 All concrete furnished shall be Class II, unless otherwise specified.

PART HI - EXECUTION

3.0 Installation

- 3.01 Forms shall be of wood, steel, or other approved material and will be designed to withstand the action of vibrators. The type, shape, size, quality and strength of all materials used for forms will be subject to approval by the ENGINEER
- 3.02 Forms will be built to fine and grade. Form work shall be done in a workmanlike manner so that concrete surfaces will be free of excessive ridges and depressions. Wire ties will not be permitted where the concrete surface will be exposed to weathering and where discoloration will be objectionable.
- 3.03 Forms for exposed surfaces will be costed with a nonstaining mineral oil which will be applied shortly believe the concrete is placed. Forms for unexposed surfaces may be thoroughly wested in lieu of oiling immediately before the concrete is placed.
- 3,04 Porms shall be clean. Concrete shall be deposited on wet forms as nearly in its final position as possible. The concreting shall be carried on at such a rate to insure that the concrete is at all times plantic and flows readily into the spaces between the bars. When concreting has been code started, it shall be carried on as a continuous operation until the panel or section is completed. Beams or slabs shall be poured together unless otherwise shown on plans. All concrete in vertical members, including columns and walls, shall be placed at least four hours before concrete is placed for beams, guiders or slabs directly over the column or wall.
- 3.05 Before depositing new concrete on or against concrete that has set, existing surfaces will be thoroughly roughened and cleaned of glaze, foreign matter, and loose particles. An epoxy bonding agent shall be applied for bonding the new concrete to the old.

- 3.06 During the placing operation, all concrete will be properly vibrated or compacted by suitable means, and shall be properly worked around reinforcing and into the corners of the forms. All corners shall be chamfered unless shown otherwise on the plans.
- 3.07 Contact with forms shall be insured by rodding and spading and shall be done by experienced men who have no other duties. All concrete except that shown on the plans as tremte concrete shall be placed in the dry and shall be protected from running water, or contamination from subgrade. Pipes, steps, castings, fittings or fixtures as shown on the plans or as specified, shall be placed by the CONTRACTOR in the concrete or in the forms prior to concreting. Special care shall be taken to place them on the proper line and grade and to wheate the concrete to prevent passage of water through the concrete. Voids or defects in concrete which will be covered shall be carefully filled with mortar and plastered or otherwise suitably repaired as directed. Voids which will be exposed shall be cut out and the space filled with suitable material, or otherwise suitably repaired as directed by the ENGINETER to instance a sightly and watertight surface.
- 3.08 No concrete shall be allowed a free fall of more than four feet or allowed to strike against a vertical or inclined surface or reinforcement above the point of deposit. Tremies shall be used when placing concrete lifts greater than four feet or through derest reinforcing. The concrete shall be placed in layers not over two feet deep and each layer shall be vibrated into place. A sufficient number of vibrators shall be employed so that at the required rate of placement vibration throughout the entire layer and complete compaction are secured. At least one extra vibrator shall be on band.
- 3.09 Concrete shall be kept continuously damp for a period of at least five consecutive days by covering with water or an approved saturation covering. Water for curing shall be clean and five from any elements which might cause straining or discoloration of the concrete surface. Ploors and vortical surfaces may be sprayed with an approved proparation to retard evaporation of water if spraying is not objectionable because of subsequent finish. Curing operations shall begin as soon as the concrete has attained initial set. All materials and facilities for curing concrete shall be on hand and ready for use before concrete is placed.
- 3.10 Forms may be removed in accordance with the following schedule noises directed otherwise by the ENGINEER:

Walls, slabs on grade, and columns 5 days. Contening to slabs, beams, girders or any suspended units: 21 days.

- 3.11 No loads shall be placed on any concrete structures until the concrete has reached design strength, unless approved by the ENGINEER.
- 3.12 Special care shall be taken to socure a smooth finish on all concrete exposed to view or exposed to water after completion of the work. Immediately upon removal of forms such areas shall be rubbed to a smooth and satisfactory finish with a carbon industriek. The finishing shall be completed on the day of removing the forms. Other concrete shall generally be acceptable with the finish from form work, with slabs receiving a trovel or broom finish, unless shown otherwise on the plans. Wall form the shall be out off one inch below the surface and the yolds filled prior to finishing.

3.2 Testing

3.21 Concrete class and strength shall meet the minimum compressive strength requirements shown in the following table. The exempressive strengths shall be by standard laboratory cylinder tests in accordance with the procedures set forth in ASTM C-31 and C-39.

COMPRESSIVE STRENGTH IN POUNDS PER SQUARE INCH

	For	3 Cons		Low Cylinder	
	Design Purpose	Cylinder	Average	7 days	28 days
Class		7 days	28 days		
			2.675	1.550	2,150
1	2,500	1,800		2,100	2,920
II	3,400	2,450	3,640		
Ш	5,000	3,600	5,350	3,100	4,300

- 3.22 To determine the quality of concrete being used in the work, two cylinders for each 30 cubic yards of concrete, but not less than four cylinders for each day's pour of each concrete class, shall be made. Of every four cylinders, one shall be broken at 7 days and three at 28 days. Cylinders shall be made and cured in accordance with ASTM C-31 and tested in accordance with ASTM C-39.
- 3.23 The three 28 day cylinders shall constitute a strength test. The average strength of all the 28 day cylinders of any three consecutive strength tests representing each class of concrete shall be equal to, or greater than the specified strength. No individual cylinder strength test shall have a value less than 86% of the specified strength and not more than one strength test for ten shall have an average value of less than 90% of the specified strength
- 3.24 When there is a question as to the quality of the concrete in a structure or where any strength test falls below 90% of the specified strength, the ENGINEER may require cores to be taken and tested in accordance with ASTM C-42 and C-39. Cores shall be tested at an age of 45 to 60 days, and the average strength of the cores shall be at least 90% of the specified strength.
- 3.25 The OWNER shall provide the equipment and make sure cylinders and other samples are taken, as required for testing, and as specified herein, under the direction of the ENGINEER. Should any strength test fail, as stated in section 3.24 above, all costs for core samples shall be paid at the CONTRACTOR's expense.

3.3 Defective Work

- 3.31 Concrete which is found to be deficient in the specified strength shall be removed and replaced by methods meeting the approval of the ENGINEER, all at the CONTRACTOR's expense.
- 3.32 Any extra concrete testing required because of deficiencies shall be at the CONTRACTOR's expense, including additional testing required to determine the extent of the faulty work.

END OF SECTION

3.3 Backfill

- 3.31 Backfill material shall be placed only after the new Work and backfill material have been inspected by the ENGINEER.
- 3.32 Backfill shall not be placed against any portion of the new Work until the required curing, surface finishing and waterproofing of such portions have been completed. Backfill which will place an unequalized horizontal loading on the new Work shall not be placed until the concrete has attained at least 70 percent of its design strength. To equalize horizontal loadings, the required backfill around the new Work shall be placed on opposite sides at the same time.
- 3.33 Granular material shall be used for backfilling the new Work unless otherwise indicated on the Plans or within these specifications.
- 3.34 All spaces excavated and not occupied by the new Work or by the specified backfill material, shall be backfilled with suitable material from the excavation.
- 3.35 Large stones, boulders, broken rocks, concrete, and masonry shall not be used in the backfill.
- 3.36 The backfill shall be carried up to the surface of the adjacent ground or to the elevation of the proposed earth grade, and its top surface shall be neatly graded. Fills around all new Work shall be trimmed to the lines shown on the Plans or as directed by the ENGINEER.

3.4 Compacting Backfill

- 3.41 All backfill behind and around the new Work shall be placed in layers, not more than 9 inches in depth, and shall be compacted to not less than 98 percent density per AASHTO T-180.
- 3.42 Areas where the density does not affect the construction, as determined by the ENGINEER, shall be compacted to not less than 90 percent density per AASHTO T-180.

ATTACHMENT "3-6a"

Employee	(Standard Rate				
Pierre Amboise	17.00				
Robert Bellino	29.00				
Sean Bindranauth	18.00				
Blaine Grassi	16.50				
Matthew Pellerito	24.00				
Edward Roberts	25.50				
Keith Waddell	21.00				
Theador Yarboro	31.70				
Pat Coats (Part Time)	17.40				

ATTACHMENT "3-6c"

#6C

Employee	OT Hours	OT Rates
Pierre Amboise	88.32	25.50
Robert Bellino	165.58	43.50
Sean Bindranauth	40.71	27.00
Blaine Grassi	6	24.75
Matthew Pellerito	14.21	36.00
Edward Roberts	39.5	38.25
Keith Waddell	97.3	31.50
Theador Yarboro	134.51	47.55

ATTACHMENT "3-10"

#10 - Additional legal fees associated with Last Stand.

3544000 Structures & Improvements - Treatment & Disposal

			아이님 아이에 보는 맛이네. 바라 에너지를 걸려보다.
Date	Ref No.	Payee	Amount
12/16/2015	9342	Smith Oropeza Hawks P.L.	819.75
11/16/2015	9186	Smith Oropeza Hawks P.L.	23.63
2015-10-15	9014	Smith Oropeza Hawks P.L.	100.00
2015-09-16	8854	Smith Oropeza Hawks P.L.	750.50
2015-08-15	8693	Smith Oropeza Hawks P.L.	5,863.77
2015-08-09	44997	Weiler Engineering	47.50

\$7,605.15

Came in after the submission to the staff's second data request.

Invoices not highlighted total the \$6,638 in #10

Per Barton Smith, the support documentation is confidential as the case is still on-going.

ATTACHMENT "3-18"

Milian, Swain & Associates, Inc K W Resort Utilities Corp Summary of Rate Case Expense Billed December 25, 2015 and Estimated Cost to Complete

Response to Item 18 of Staff's 3 rd Data Request:

For detailed hours worked see Time/Expenses by Project Report attached.							
	Су	nthia Yapp	(Gabriel Milian		Debbie Swain	Total
Billing #12- January 4, 2016		5.00				7.50	12.50
Total Hours: Response to Audit request, Staff's 2nd Data Request, confer					-		-www.
with Monroe County, confer with Client		5.00		0.00		7.50	12.50
Billing Rate	\$	150.00	\$	108.00	\$	200.00	
Amount Invoiced	\$	750.00	\$	10 1	\$	1,500.00	\$ 2,250.00
MSA TOTAL AS OF 12/25/2015 - ACTUAL							
Actual Hours		5.00		0.00		7.50	12.50
Actual Fees	\$	750.00	\$		\$	1,500.00	\$ 2,250.00

See attached copy of Invoice #s 42471

See Time/Expenses by Project Report attached.

Estimate - Additional Hours through PAA:					
1. Provide support to client - Response to Staff's Data Requests, including					
updates to rate case expense		5		5	10.00
5. Review Staff Recommendations, testing recommended revenue					
requirements and resulting rates, including suppression calculations, and					
discuss with client		4		4	8.0
6. Review PAA Order, testing final approved revenue requirements and					
resulting final rates, including suppression calculations, and discuss with					
client		4		4	8.0
Estimated Hours to Complete		13		13	2
Billing Rate \$	5	150.00	\$ 150.00	\$ 200.00	
Total Estimate to Complete \$	5	1,950.00		\$ 2,600.00	\$ 4,550.00

MSA RATE CASE EXPENSE (from December 1, 2015 - Completion):

MSA Projected Hours from December 1, 2015 - Completion	18.00		0.00	20.50	38.50
Rate	\$ 150.00	\$	150.00	\$ 200.00	
MSA Projected Rate Case Expense from December 1, 2015 - Completion	\$ 2,700.00	\$	-	\$ 4,100.00	\$ 6,800.00
		_			

Milian, Swain & Associates, Inc. 2025 S. W. 32nd Avenue Miami, Florida 33145

Tel.: 305-441-0123 Fax: 305-441-0688

INVOICE

Invoice No 42471 January 4, 2016 Page 1, Billing #12

Barton W Smith, Esq Smith Oropeza, P.L. 138-142 Simonton Street Key West, Florida 33040

For Professional services rendered through December 25, 2015 in connection with application to increase rates (MFR's)

General Rate Case

	Hours	Rate	Amount
Principal			
Deborah Swain	7.50	200.00	1,500.00
Staff Engineer			
Gabriel Milian		108.00	
Senior Staff Accountant			
Cynthia Yapp	5.00	150.00	750.00
General Rate Case			\$2,250.00

Deficiencies

	Hours	Rate	Amount
Principal			
Deborah Swain		200.00	6
Senior Staff Accountant			
Cynthia Yapp		150.00	
Deficiencies			\$.00

Total Amount Due invoice #42471

\$2,250.00

Please make check payable to Milian Swain & Associates, Inc.

Time/Expenses by Project Report

Order Time By: Order Expense By: Expense #

Employee ID

Milian, Swain & Associates

Project: K08-03

Status: Ready Hold Billed Never Billed

Period: 12/01/2015 — 12/31/2015

Page 1

Project Name SJ Ctrl# SJ Inv# Phase/Task/Employee Employee Name Dep Staff P/E Work Date OVT ST STATE Hours Worked Billable Hours K08-03 KWRU MFRs 2014 01 General Rate Case CY Cynthia Yapp FIN 007 12/04/2015 12/04/2015 R 3.00 3.00 12/1: Prepare response to staff's 2nd data request item #9 12/2 : Telephone conference with KWRU & Monroe County re: walk thru of rate case schedules Cynthia Yapp 12/18/2015 12/18/2015 R 1.50 1.50 FIN Review/update responses to Staff's 2nd Data Request Cynthia Yapp 007 12/25/2015 12/25/2015 0.50 0.50 Provided details of invoices for response to Audit Finding 1 and Audit Finding per telephone request from Amber Norris, PSC DS Deborah Swain 001 12/04/2015 12/04/2015 4.00 4.00 Conference call w Monroe County incl preperation DS Deborah Swain FIN 001 12/11/2015 12/11/2015 R 1.50 1.50 Data request #2 DS FIN 001 12/18/2015 12/18/2015 2.00 2.00 Deborah Swain R 2nd Data Request Subtotal Task 12.50 12.50 12.50 12.50 Subtotal Phase 01 Total Project K08-03 12.50 12.50

Run Date: TIMEEXPRPT.FRX Jan 12, 2016 @ 08:49:24

K W Resort Utilities Corp. Docket No. 150071-SU Smith Oropeza Hawks, P.L.

- Actual Attorney Fees through December 15, 2015 (Invoices and Report Attached): \$21,590.30
- Actual Costs through December 15, 2015 (Invoices and Report Attached): \$543.62

ESTIMATE TO COMPLETE RATE CASE THROUGH PAA ORDER

Hours Description 2.5 hrs. Draft responses to 3rd data request inquiries 2.0 hrs. Review Staff recommendation; Conference with client and consultants regarding recommendation. 1.0 hrs. Review PAA Order; conference with client and consultants regarding

PAA Order.
3 hrs. @ \$385/hr. **\$2,117.00 – TOTAL ESTIMATED ATTORNEYS FEES**

TOTAL ACTUAL AND ESTIMATED LEGAL FEES: \$23,707.30 TOTAL ACTUAL AND ESTIMATED COSTS: \$543.62

Smith | Oropeza | Hawks, PL 138-142 Simonton Street

Invoice

Key West, FL 33040 (305)296.7227 (305)296.8448 Bart@SmithOropeza.com www.SmithOropeza.com

Invoice #: 9343 Invoice Date: 12/16/2015

Due Date: Due on Receipt

Bill To:

KWRU - Rate Case Chris Johnson 6630 Front Street Key West, FL 33040

Item	Date	Description	Hours	Rate	Amount
BWS6	11/30/2015	Draft responses to PSC 2nd audit; Email M. Friedman 2nd audit updates of expenditures	0.8	385.00	308.00
LR	11/30/2015	Review BOCC agenda for 12/09/2015; download agenda items and save to file; prepare e-mail message to C.Johnson, G.Wright, and Martin Friedman; schedule GoToMeeting conference call for 12/02/2015 and send e-mail message to all participants regarding same. (NO Charge)	0.4	0.00	0.00
BWS6	11/30/2015	Review County proposal to intervene in rate case to litigate; Email clients regarding same; Telephone call with WLS and CJ regarding same; Email M. Friedman and D. Swain regarding issue with County; Telephone call with D. Swain regarding same; Telephone call with M. Friedman regarding same; Telephone call with B. Shillinger at Monroe County attorney's office regarding issue with County's intent to intervene; Map proposed course of action; Review FKAA rates; Prepare for meeting	3	385.00	1,155.00
BWS6	12/1/2015	Prepare for meeting County; Discuss documents needed for meeting with County with ANS; Telephone call with WLS regarding same	1	385.00	385.00
LR	12/1/2015	Meet with BWS re: preparation for meeting on 12/02/2015; print and assemble documents for meeting; review file and save Audit Requests, Responses and backup data to flash drive.	4.4	120.00	528.00
LR	12/2/2015	Continue review of file and save Audit Requests, responses and backup data to flash drive; review Audit Requests for confidential information; prepare e-mail message to D.Swain and C.Yapp re: signed Responses.	3.3	120.00	396.00

Total

Payments/Credits

Balance Due

Smith | Oropeza | Hawks, PL 138-142 Simonton Street

Invoice

Key West, FL 33040 (305)296.7227 (305)296.8448 Bart@SmithOropeza.com www.SmithOropeza.com

Invoice #: 9343 Invoice Date: 12/16/2015

Due Date: Due on Receipt

Bill To:

KWRU - Rate Case Chris Johnson 6630 Front Street Key West, FL 33040

Item	Date	Description	Hours	Rate	Amount
BWS6	12/2/2015	Prepare for meeting with County; Meet at County offices and provide presentation on rate case and costs associated with rates; Discuss with client	5.5	385.00	2,117.50
BWS6	12/4/2015	Telephone call from Newspaper to discuss rate case;	0.4	385.00	154.00
BWS6	12/8/2015	Telephone call with C. Hall regarding agreement for County to not intervene; Confirm in writing; Review email from Last Stand attorney and respond to County attorney regarding same; Provide information to County	0.6	385.00	231.00
LR	12/8/2015	Meet with BWS; review file; prepare e-mail to D.Swain re: confidential documents; prepare privileged log of documents; prepare e-mail message to C.Hall forwarding copy of Privileged Log.	3.4	120.00	408.00
LR	12/9/2015	Monitor MCTV for agenda withdrawal; prepare e-mail/text message to BWS re: same. (NO Charge)	0.3	0.00	0.00
BWS6	12/9/2015	Multiple emails from and to County; Telephone call with C. Hall regarding agenda item not being pulled; Telephone call to M. Friedman regarding meeting today	0.4	385.00	154.00
BWS6	12/10/2015	Telephone call with M. Friedman regarding customer meeting, status of response to second data request; Attend customer meeting	2.5	385.00	962.50
BWS6	12/11/2015	Telephone call with M. Friedman regarding PAA and potential for challenge;	0.4	385.00	154.00
BWS6	12/14/2015	Telephone call with WLS regarding response to Green Fairway inquiries; Review CJ responses; Telephone call with CJ to discuss same; Revise responses	2	385.00	770.00

Total

Payments/Credits

Balance Due

Smith | Oropeza | Hawks, PL

Invoice

138-142 Simonton Street Key West, FL 33040 (305)296.7227 (305)296.8448 Bart@SmithOropeza.com www.SmithOropeza.com

Invoice #: 9343 Invoice Date: 12/16/2015

Due Date: Due on Receipt

Bill To:

KWRU - Rate Case Chris Johnson 6630 Front Street Key West, FL 33040

Item	Date	Description	Hours	Rate	Amount
BWS6	12/15/2015	Review and revise 2nd data request responses	0.7	385.00	269.50
LR	12/15/2015	Review e-mail messages from BWS; download documents from DropBox and save to file.	0.3	120.00	36.00
	11/30/2015	GotoMeeting's fee for Conference call		25.80	25.80

Please remit your payments to: Smith Oropeza Hawks, P.L. 138 Simonton Street, Key West, FL 33040.

Total	\$8,054.30
Payments/Credits	\$0.00
Balance Due	\$8,054.30

K W Resort Utilities Corp. Docket No. 150071-SU Friedman & Friedman, P.A.

- Actual Attorney Fees through January 10, 2016 (Invoices Attached or previously provided): \$19,016.00 (Includes \$1,188.00 to correct deficiencies)
- Actual Costs through December 8, 2015 (Invoices Attached or previously provided): \$2,510.95

• Filing Fee: \$4,500.00

ESTIMATE TO COMPLETE RATE CASE THROUGH PAA ORDER

Hours	Description
3.0 hrs.	Respond to formal and informal data requests from Staff and OPC and any other discovery requests, and miscellaneous correspondence and telephone conferences with client;
2.5 hrs.	Review Staff recommendation; Conference with client and consultants regarding recommendation; Conference with Staff regarding recommendation.
15.0 hrs.	Travel to and from Tallahassee; Prepare for and attend Agenda conference, discuss Agenda with client and Staff.
1.0 hrs.	Review PAA Order; conference with client and consultants regarding PAA Order.
3.0 hrs.	Prepare revised tariff sheets, obtain Staff approval of tariffs; Draft customer notice, obtain Staff approval; Draft Affidavit of Mailing; Coordinate mailing of customer notices and implementation of tariffs.
24.5 hrs. @ \$360/hr.	\$8,820.00 – TOTAL ESTIMATED ATTORNEYS FEES

Estimate of costs to complete:

\$ 550.00 Attend Agenda Conference: travel/meals/hotel

\$ 5.00 Estimated photocopier costs

\$ 555.00 TOTAL ESTIMATED AND UNBILLED COSTS

TOTAL ACTUAL AND ESTIMATED LEGAL FEES: \$27,836.00

TOTAL ACTUAL AND ESTIMATED COSTS: \$3,065.95

TOTAL ACTUAL FILING FEE: \$4,500.00

Friedman & Friedman, P.A.

766 North Sun Drive, Suite 4030 Lake Mary, Florida 32746 Phone: (407) 830-6331

F.E.I.: 46-4480334

January 5, 2016

KW Resort Utilities Corp.

 6630 Front Street
 Invoice No.:
 2515

 Key West, FL 33040 USA
 File No.:
 34000.01

PLEASE REFER TO INVOICE NUMBER WHEN REMITTING.

Attention: Christopher A. Johnson, President

RE: 2014 TY RATE CASE

Balance Due Now \$7,165.37

FEES			
		<u>Hours</u>	<u>Amount</u>
12/02/15 MSF	Telephone Conference with attorney Smith who telephoned; Correspondence to attorney Smith; Conference call with Monroe County personal;	1.60	\$576.00
12/09/15 MSF	Begin draft of second data request responses and letter to Mr. Johnson concerning same; telephone conference with attorney Smith who telephoned; Telephone Conference with Mr. Johnson who telephoned;	0.80	\$288.00
12/10/15 MSF	Travel to Key West; Pre-meeting Conference with Mr. Johnson and attorney Smith; Attend customer meeting; post meeting conference with Mr. Johnson and attorney Smith;	7.60	\$2,736.00
12/11/15 MSF	Telephone Conference with attorneys Smith who telephoned; Letter to OPC attorney	0.20	\$72.00
12/12/15 MSF	Return to Lake Mary office	3.60	\$1,296.00

12/14/15 MSF	Begin research and draft of second data request responses;	0.40	\$144.00
12/15/15 MSF	Finalize and file responses to second data request;	2.10	\$756.00
12/18/15 MSF	Telephone Conference with Ms. Norris from PSC Staff who telephoned; Letter to Mr. Johnson concerning same;	0.30	\$108.00
12/21/15 MSF	Review correspondence and documents responsive to staff's informal request and letter to Ms. Norris at PSC concerning same;	0.20	\$72.00
12/27/15 MSF	Review Staff's Third Data Request and letter to Mr. Johnson and others concerning same;	0.20	\$72.00
12/29/15 MSF	Telephone Conference with attorney Smith who telephoned; Letter to Ms. Norris at PSC regarding 3rd Data Request Responses;	0.20	\$72.00
12/30/15 MSF	Correspondence regarding conference with staff and telephone conference with Ms. Norris concerning same;	0.10	\$36.00
	Total Fees	17.30	\$6,228.00
DISBURSEMENT	S		
			Amount
12/15/15	Travel		\$937.37
	Total Disbursements		\$937.37
	Total Fees & Disbursements		\$7,165.37

Friedman & Friedman, P.A.
Time Listing
Jan/ 1/2016 To Jan/11/2016

	Jan/ 1/2016 To Jan/11/2016				
Lwyr Lawyer Date Matter Entry # Task	Client Matter Description Explanation	Law Type	Hours	Rate	Total
MSF Martin S. Friedma	n				
Jan 4/2016 34000.01 30183	KW Resort Utilities Corp. 2014 TY RATE CASE	util			
No Hold BWM	Correspondence with Mr. Johnson and Ms. Norris		0.10	360.00	36.00
MSF Martin S. Friedman					
Jan 8/2016 34000.01 30353	KW Resort Utilities Corp. 2014 TY RATE CASE	util			
No Hold BWM	Telephone Conference with Mr. Johnson and Mr. Wright who telephoned to discuss upcoming PSC conference call; Conference with PSC Staff; Follow-up telephone conference with attorney Smith who telephoned;		0.90	360.00	324.00
	*** Summary by Task Code ***				
Task Code	*** Billable ***	Hours	į	Amount	
BWM - Billable Work Mon	nthly	1.00		360.00	
Total Billable	=0	1.00		360.00	
Total:	-	1.00		360.00	
	*** Summary by Working Lawyer ***				
Working Lawyer		Hours	ţ	Amount	
MSF - Martin S. Friedman	-	1.00		360.00	
Total:		1.00	!	360.00	

REPORT SELECTIONS - Time Listing Layout Template Default Advanced Search Filter None Requested by MSF Monday, January 11, 2016 at 05:10:18 PM Finished 14.1 (14.1.20150324) Jan/ 1/2016 To Jan/11/2016 34000.01 Ver Date Range Matters Clients Major Clients Client Intro Lawyer Matter Intro Lawyer All All All Responsible Lawyer All Type of Law All Select From Active, Inactive, Archived Matters Working Lawyer All Task All Summarize by Type of Law No Sorted by Order Entered Time/Fee Both Include Daily totals
Include Held Items only
Matter Security Enabled No No No Printed from Register

ACTUAL RATE CASE EXPENSE

1861000 Deferred Rate Case Expenses

Date	Ref No.	Payee	Memo	Amount
1/5/2016	2515	Friedman & Friedman, P.A.	Rate Case	7165.37
1/4/2016	42471	Milian Swain & Associates, Inc.	Services through December 25, 2015 for Rate Case	2250.00
12/16/2015	9343	Smith Oropeza Hawks P.L.	Rate Case	8054.30
12/11/2015	CC	United Airways	Airfare to Tallahassee, FL	480.20
12/11/2015		Fairfield Inn & Suites	Hotel for Tallahassee, FL	425.25
		Tarriera min a canco	Trotter for Tallariassee, TE	420.20
2015-12-10	21510.10	Management & Regulatory Consultants, Inc.	Rate Case	187.50
2015-12-01	2426	Friedman & Friedman, P.A.	Rate Case. Services from 11-2-15 through 11-30-15	972.00
2015-11-30	42435	Milian Swain & Associates, Inc.	Services through November 27, 2015 for Rate Case	2,283.00
2015-11-16	9187	Smith Oropeza Hawks P.L.	Review emails, conference calls for Rate Case	697.50
2015-11-03	2351	Friedman & Friedman, P.A.	Work for Rate Case	1,656.00
2015-11-03	2351	Friedman & Friedman, P.A.	UPS mailings for Rate Case	16.44
2015-11-01	42395	Milian Swain & Associates, Inc.	Services through October 30, 2015 for Rate Case	4,550.00
2015-10-28		U.S. Postmaster	2011200 11100 2010 2010 2010 2010 2010	588.00
2015-10-28		Office Depot		134.12
2015-10-28		U.S. Postmaster		49.00
2015-10-25		U.S. Postmaster		539.00
2015-10-22		Office Depot		162.98
2010 10 22		Office Depot	Review emails/letters, draft responses, review	102.30
2015-10-15	9015	Smith Oropeza Hawks P.L.	reconciliation, review litigation summary	2,181.00
2015-10-05	2242	Friedman & Friedman, P.A.	2014 Test Year Rate Case work	3,780.00
2015-10-05		Friedman & Friedman, P.A.	Photocopies	24.75
			Consulting w/PSC staff regarding rate case from 9/7/15-	
			9/21/15 (\$812.50). Balance of \$671.87 from a previously	
2015-09-30	21510.10	Management & Regulatory Consultants, Inc.	corrected invoice from 4/1/15.	1,484.37
2015-09-29	220164	Jeffrey E. Allen CPA	Respond to Request 20: Payroll	250.00
2015-09-29	220164	Jeffrey E. Allen CPA	Respond to Request 5: Contract Services Accounting	125.00
2015-09-29	45081	Weiler Engineering	Rate Case	355.00
2015-09-28	42355	Milian Swain & Associates, Inc.	Services through September 25, 2015 for Rate Case	13,175.00
			Review emails, calls, prepare correspondence, review	
2015-09-16	8855	Smith Oropeza Hawks P.L.	adjustments	3,194.00
		ryskon residentiale interferential wassenholde stitutude e autabe 200 tot connetten.	Professional services through May 29, 2015 to increase	
2015-09-08	42174B	Milian Swain & Associates, Inc.	MFR's (revised bill from June 3, 2015)	862.50
2015-09-01	45035	Weiler Engineering	Rate Case	95.00
		sessification of the Control of the	Professional services through August 31, 2015 to increase	
2015-08-31	42312	Milian Swain & Associates, Inc.	MFR's (General Rate Case and Deficiencies).	16,150.00
2015-08-31	2134	Friedman & Friedman, P.A.	Rate Case	1,274.64
2015-08-30	220046	Jeffrey E. Allen CPA	Rate Case	375.00
		,	Review emails from BWS and Swain, draft responses,	
2015-08-15	8694	Smith Oropeza Hawks P.L.	conference call	2,849.50
2015-08-09		Weiler Engineering	Rate Case	47.50
2015-08-03		Friedman & Friedman, P.A.	2014 TY Rate Case	456.02
			Professional services with application to increase rates	van et. 203.550"
2015-07-31	42257	Milian Swain & Associates, Inc.	(MFR's)	25,237.50
2015-07-30		Jeffrey E. Allen CPA	CIAC tax references, copies of tax forms for rate case	1,000.00
		Samoj Ermon on A	100	,
2015-07-15	8448	Smith Oropeza Hawks P.L.	Emails w/Friedman, conference call, provide responses, review emails, met w/BWS	1,291.50
2015-07-05		Friedman & Friedman, P.A.	2014 TY RATE CASE	8,861.73
2015-06-30		Weiler Engineering	Rate Case	846.25
2015-06-29		Jeffrey E. Allen CPA	Trate Case	375.00
2015-06-29		Milian Swain & Associates, Inc.	Sanyings - Application to increase rates	21,625.00
2013-00-29	12223	willian Swall a Associates, Inc.	Services - Application to increase rates	21,023.00

2015-06-29	21510.10-2	Management & Regulatory Consultants, Inc.	Rate Case Used & Useful	2,937.50
2015-06-17		Federal Express		876.80
2015-06-17		Office Max		321.69
2015-06-15	8377	Smith Oropeza Hawks P.L.	Call w/Seidman, emails regarding rate case	462.00
2015-06-14	05311	Federal Express	Friedman & Friedman - Rate Case	43.41
	5-080-			
2015-06-14	05311	Federal Express	Management & Regulatory Consultants - Rate Case	33.22
2015-06-14	05311	Federal Express	General Service connection map - Rate Case	75.70
2015-06-07	1890	Friedman, P.A.	Rate Case	216.00
2015-06-07	44894	Weiler Engineering	Rate Case	402.50
2015-06-02	42174	Milian Swain & Associates, Inc.	Services in regard to application for increased rates	2,587.50
2015-05-17	8240	Smith Oropeza Hawks P.L.	Rate Case	697.62
2015-05-07	44831	Weiler Engineering	Rate case	660.00
2015-05-04	1789	Friedman, P.A.	Rate case	360.00
2015-04-29	219752	Jeffrey E. Allen CPA	Rate Case	250.00
2015-04-26	42122	Milian Swain & Associates, Inc.	Services in regard to Increase rates	812.50
2015-04-15	8078	Smith Oropeza Hawks P.L.	Rate Case	847.00
55.75.55.21	2.12.02.10		Consulting - rate case \$1828.13 & travel expenses	
2015-03-31		Management & Regulatory Consultants, Inc.	\$658.21	2,486.34
2015-03-31		Friedman & Friedman, P.A.	Rate case-Reviewed last year approval letter from PSC	72.00
2015-03-30	219579	Jeffrey E. Allen CPA	Rate Case	1,750.00
2015-03-30	42086	Milian Swain & Associates, Inc.	Professional services in connection with application to rate increase	400.00
2015-03-15		Smith Oropeza Hawks P.L.	Rate Case	808.50
2010 00 10	, 000	Office Oropoza Flawks F.E.	Nate Gase	000.00
2015-03-04	21510.10	Management & Regulatory Consultants, Inc.	Capital Rate Case - Reviewed PSC & Docs provided	625.00
2015-03-03	42049	Milian Swain & Associates, Inc.	In connection with application to increase rates	862.50
2015-03-02	1572	Friedman & Friedman, P.A.	Rate Case	180.00
2015-02-27	219429	Jeffrey E. Allen CPA	Rate Case	1,000.00
2015-02-16	03204	Federal Express	FRANK SAIDMAN - RATE CASE	21.50
2015-02-15	7732	Smith Oropeza Hawks P.L.	PSC Rate Case	610.00
2015-02-03	44686	Weiler Engineering	CAPITAL - RATE CASE	285.00
2015-02-02	1445	Friedman & Friedman, P.A.	RATE CASE	576.00
2015-02-02	42007	Milian Swain & Associates, Inc.	SERVICES THROUGH JAN 31, 2015 RATE CASE	2,337.50
2015-01-15	7571	Smith Oropeza Hawks P.L.	RATE CASE PSC	441.00
2014-12-01	41924	Milian Swain & Associates, Inc.	Rate Case	4,850.00
2014-11-15	7256	Smith Oropeza Hawks P.L.	Rate Case	1,176.00
2014-11-05	44550	Weiler Engineering	Valuation & PSC	717.50
2014-11-02	41889	Milian Swain & Associates, Inc.	Rate Case - Accounting	24,912.50
2014-10-15	7097	Smith Oropeza Hawks P.L.	Rate Case - Legal	24.33
2014-09-30	41855	Milian Swain & Associates, Inc.	Accounting services - rate case	2,950.00
2014-09-30	44491	Weiler Engineering	Rate Case	2,087.50
2014-09-15	6944	Smith Oropeza Hawks P.L.	Legal Services for Rate case	1,892.55
2014-09-01	41820	Milian Swain & Associates, Inc.	Rate Case-Accounting	8,487.50
2014-08-27	22425	Jeffrey E. Allen CPA	Accounting for rate case	562.50
2014-08-15	6776	Smith Oropeza Hawks P.L.	Rate Case	1,359.75
2014-08-15	6775	Smith Oropeza Hawks P.L.	Legal Services Rate case	514.50
2014-08-15	6773	Smith Oropeza Hawks P.L.	Rate Case	21.00
2014-07-27	41784	Milian Swain & Associates, Inc.	Accounting services through July 25, 2014 Rate Case	75.00
2014-07-22	6470	Smith Oropeza Hawks P.L.	Rate Case	1,417.50
2014-07-22	6612	Smith Oropeza Hawks P.L.	Rate Case	519.50
2014-06-02	41710	Milian Swain & Associates, Inc.	Services - rate case	1,475.00
2014-05-15	6324	Smith Oropeza Hawks P.L.	Legal services for Rate Case	7,397.25
2014-04-27	41678	Milian Swain & Associates, Inc.	Accounting	17,450.00

2014-04-15	6101	Smith Oropeza Hawks P.L.	Rate Case	2,281.13
2014-03-31	41641	Milian Swain & Associates, Inc.		6,675.00
2014-03-17	5892	Smith Oropeza Hawks P.L.	Rate Case	5,076.55
2014-02-27	22066	Jeffrey E. Allen CPA	rate case accounting	1,300.00
2014-02-16	5707	Smith Oropeza Hawks P.L.	RATE CASE	367.50

\$253,755.76

Chris Johnson

From:

Fairfield Inn By Marriott Reservations <reservations@fairfieldinn-res.com>

Sent:

Friday, December 11, 2015 12:21 PM

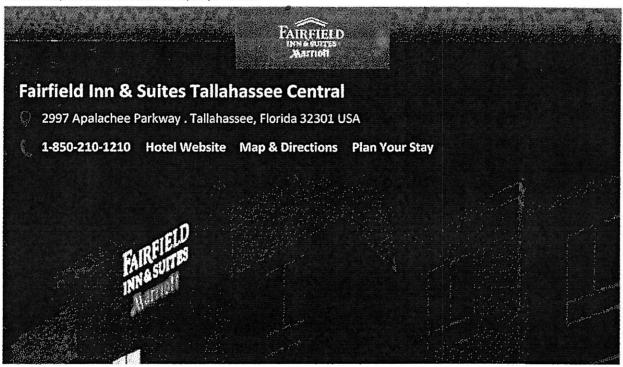
To:

CHRIS@KWRU.COM

Subject:

Reservation Confirmation #88439112 for Fairfield Inn & Suites Tallahassee Central

Please review your reservation details and keep for your records.



Reservation Confirmation: 88439112

For CHRIS JONHSON

CHECK-IN DATE

Monday, February 29, 2016

CHECK-IN TIME

03:00 PM

CHECK-OUT DATE

Wednesday, March 2, 2016

CHECK-OUT TIME

12:00 PM

Modify your reservation

Cancel your reservation

Dear CHRIS JONHSON,

We are pleased to confirm your reservation with Fairfield Inn & Suites. Below is a summary of your booking and room information. During your stay, please enjoy our inviting lobbies, modern guest rooms and complimentary high speed internet.

Sincerely,

Fairfield Inn & Suites Tallahassee Central

Enjoy Your Stay



Jump-start Your Day

Enjoy our complimentary HOT breakfast.

C Learn More



Fairfield 100% Guarantee™

That's our commitment to you.

Learn More



Mobile Check-In & Out

Get to your room faster & receive instant updates.

Download our app



Stay Energized

Recharge at our fitness center*.

*At participating locations

See What We Offer

Room Details

ROOM TYPE

Guest room, 1 King 🗓

NUMBER OF ROOMS

1

GUESTS PER ROOM

1

GUARANTEED METHOD

6:00pm hold

Summary of Charges

RATES ARE PER ROOM, PER NIGHT (USD)

Monday, February 29, 2016-Wednesday, March 2, 2016

2 nights

189.00 USD

Regular rate

ESTIMATED GOVERNMENT TAXES & FEES

23.62 USD

Total for stay (for all rooms)

425.25 USD

Other Charges

Complimentary on-site parking

Modify or cancel your reservation

Book Another Reservation

Rate and Cancellation Details

- Please note that a change in the length or dates of your reservation may result in a rate change.
- We will need a credit card number to reserve your room.
- You may cancel your reservation for no charge until Sunday, February 28, 2016 (1 day[s] before arrival).
 Please note we will assess a fee if you must cancel after this deadline.
- Please note that we will assess a fee of 212.63 USD if you must cancel after this deadline.

If you have made a prepayment, we will retain all or part of your prepayment. If not, we will charge your credit card.

RATE GUARANTEE LIMITATION(S)

- Changes in taxes or fees implemented after booking will affect the total room price.
- · Please note that a change in the length or dates of your reservation may result in a rate change.

ADDITIONAL INFORMATION

The Responsible Tourist and Traveler
 A practical guide to help you make your trip an enriching experience

3

Chris Johnson

From:

United Airlines, Inc. <unitedairlines@united.com>

Sent:

Friday, December 11, 2015 12:36 PM

To:

CHRISKW@BELLSOUTH.NET

Subject:

eTicket Itinerary and Receipt for Confirmation B2RJ9L



A STAR ALLIANCE MEMBER

Confirmation:

B2RJ9L Check-In >

Issue Date: December 11, 2015

Traveler JOHNSON/CHRISTOPHERJOHNSONALLEN		E DESC ANNUALISMS	Ticket Number 162473383952	Frequent Flyer	Seats 8D/3D/3D/3D		
FLIGHT INFOR	MATION						
Day, Date Mon, 29FEB16	Flight UA3105		Departure City and Ti KEY WEST, FL (EYW) 2:42 PM	TAM	val City and Time PA/ST. PETERSBURG, FL .) 3:57 PM	Aircraft SAAB 340	Meal
Flight operated by	SILVER AI	RWAYS	with turboprop equipment	•	about 0-soon-Material in versions of the last		
Mon, 29FEB16	UA3051	٧	TAMPA/ST, PETERSBUR (TPA) 5:03 PM		AHASSEE, FL) 6:12 PM	SAAB 340	
Flight operated by	SILVER AI	RWAYS	with turboprop equipment	•			
Wed, 02MAR16	UA3050	S	TALLAHASSEE, FL (TLH) 8:52 AM		PA/ST. PETERSBURG, FL .) 9:58 AM	SAAB 340	
Flight operated by	SILVER AI	RWAYS	with turboprop equipment		•		
Wed, 02MAR16	UA3074		TAMPA/ST. PETERSBUR (TPA) 11:30 AM with turboprop equipment	EYV	WEST, FL V) 12:46 PM	SAAB 340	

FARE INFORMATION

Fare Breakdown

Airfare:	404.66USD	Form of Payment:
U.S. Transportation Tax:	30.34	MASTERCARD
U.S. Flight Segment Tax:	16.00	Last Four Digits 5182
September 11th Security Fee:	11.20	
U.S. Passenger Facility Charge:	18.00	
Per Person Total:	480.20USD	

eTicket Total:

480.20USD

The airfare you paid on this itinerary totals: 404.66 USD

The taxes, fees, and surcharges paid total: 75.54 USD

Fare Rules:

Additional charges may apply for changes in addition to any fare rules listed.

NONREF/OVALUAFTDPT/CHGFEE

Cancel reservations before the scheduled departure time or TICKET HAS NO VALUE.

Office DEPOT Office Wax

OFFICE DEPOT STORE 6537

1118 Key Plaza

Key West, F1, 33040

STR 6537 REG 3 TRN 631

15.4.9 3.49 PM

SALE

Product ID

Description

Total

1376434 Fldr Manila St

2 @ 18.39

36.78

You Pay

You Pay

911220 DUSTER, DD, 10oz

36.78SS

4 @ 6.99

27.96 27.96SS

= 612011 LABEL, 1100, 300

.633904 ENVELOPE, #10, C

25.79 SS

3 @ 32.99

98.9755 ~

You Pay 333465 PAPER, OFFICE C

54.2955

Instant Savings

You Pay

29.99SS .**

Subtotal:

219.49

Sales Tax:

16.46

Order Management Invoice # 8019722350016

Approval Code: 534163

114318 JDA GMILL ORDE Total:

107.49 E

343.44

MasterCard 2820:

343.44

AUTH CODE 61293K

TDS Swiped

Total Savings:

8 .23 tax

KWM (woi

+ 64.74 Office Supplies

154.75 Rate Case

+ 8.23 tax

180.46 Office Supplies 162.98 Rate Case

Rose 18611



Invoice Number **Invoice Date** Account Number 5-080-05311 Jun 30, 2015 4643-8316-6

FedEx Tax ID: 71-0427007

Billing Address:

KW RESORT UTILITIES CORP PO BOX 2125 KEY WEST FL 33045-2125

Shipping Address:

KW RESORT UTILITIES CORP 6630 FRONT ST

KEY WEST FL 33040-6050

Invoice Questions? Contact FedEx Revenue S

Phone: (800) 622-1147

M-F7 AM to 8

Sa7AM to 6 Fax: (800) 548-3020 Internet www.fedex.cc

Invoice Summary Jun 30, 2015

FedEx Express Services Transportation Charges 145.20 **Bonus Discounts** -11.89Special Handling Charges 19.02 Total Charges USD \$152.33 TOTAL THIS INVOICE USD \$152.33

You saved \$11.89 in discounts this period!

Shipments included in this invoice received an earned discount. If you would like to know how it was calculated, please go to the following URL: https://www.fedex.com/EarnedDiscounts/.

Other discounts may apply.

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

For change of address, check here and complete form on reverse side.

Invoice Number	Account Number	A
5-080-05311	4643-8316-6	U:

Remittance Advice

Your payment is due by Jul 15, 2015

Page 1 of 3

4L4 7A 71.L 5DADD 5 71.1 A 1.DDDD 1.F 2 7 7 7 7



Invoice Number 2-941-03204

Invoice Date Feb 17, 2015

Account Number 4643-8316-6

FedEx Tax ID: 71-0427007

Billing Address:

KW RESORT UTILITIES CORP PO BOX 2125

KEY WEST FL 33045-2125

Shipping Address:

KW RESORT UTILITIES CORP

6630 FRONT ST

KEY WEST FL 33040-6050

Invoice Questions? Contact FedEx Revenue Se

Phone:

(800) 622-1147

M-F7 AM to 8 I Sa 7 AM to 6 I

Fax:

Internet:

(800) 548-3020 www.fedex.co

Invoice Summary Feb 17, 2015

FedEx Express Services

Transportation Charges Special Handling Charges

Total Charges

TOTAL THIS INVOICE

USD

USD

\$41.80

\$41.80

41.11

0.69

Other discounts may apply.

REC'D FEB 26 2015

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

For change of address, check here and complete form on reverse side.

Invoice Number **Account Number** Αı 2-941-03204 4643-8316-6

Remittance Advice

Your payment is due by Mar 04, 2015

464787162941072047700000418067



2 me mailing

FLAGLER STATION POST OFF Key West, Florida 330403931 1158540041-0096 10/29/2015 (305)296-7327 03

Product Sale Unit Description Qty Price

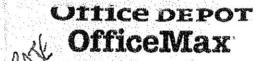
(Forever) 1 \$49.00 Star-Spangled Banner PSA Co 1 \$49.00 (Forever) Star-Spangled Banner PSA Coi (Forever) 1 \$49.00 Star-Spangled Banner PSA Coi

Total:

Paid by: MasterCard Account #: Approval #: Transaction #: 23903520302 XXXXXXXXXX 24995K 142

In a hurry? Self-service kiooffer quick and easy check-or Retail Associate can show you

Order stamps at usps.com/shop call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage other information call 1-800-ASK-USPS.



OFFICE DEPOT STORE 6537 1118 Key Plaza

Key West, F1.33040 06/18/2015

15.2.4

3:43 PM TRN 7940 EMP 319876

SIR 6537 REG5

Product ID

SALE

Description Total

876993 LF, PRESENTATIO

75 @ 3.99

299.25

You Pay

299.2555

Total:

MasterCard 2820:

321.69

Shop online at www.officedepot.com

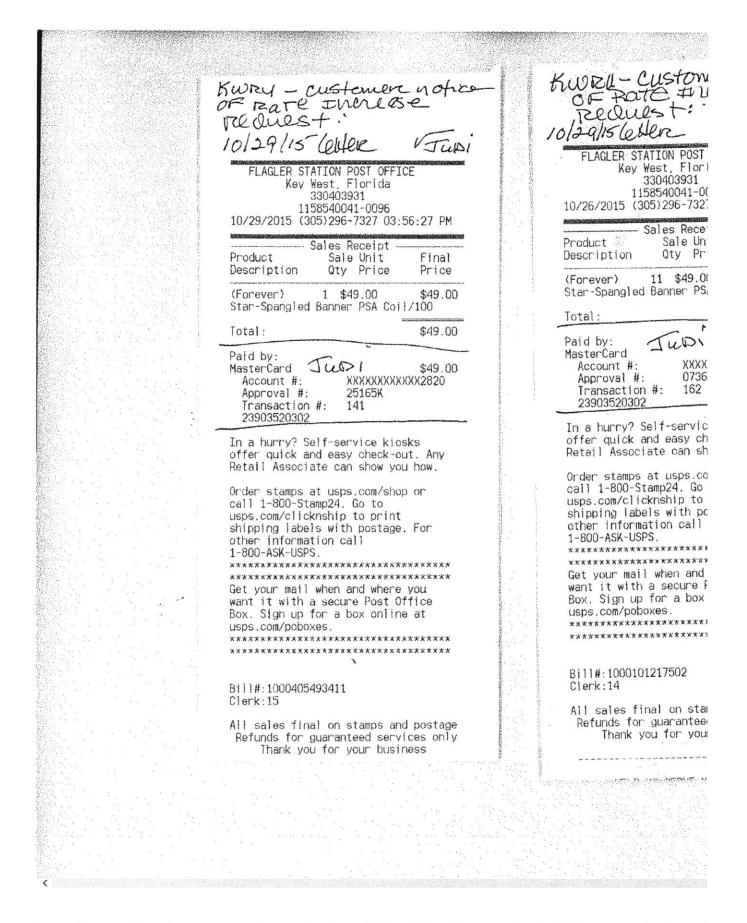
WE WANT

Participate in our online customer survey and receive a coupon for \$10 off your next qualifying purchase of \$50 or more on office supplies, furniture and more. (Excludes Technol Limit 1 coupon per household/business.) Visit www.officemaxfeedback.com

and enter the survey code below

Survey Code:





ATTACHMENT "3-22"

Dec 2014

12/29/2014

Base and Overage Report

Acct#	Name	UtilityType	Usage	Total Bill	Use Base	Bill Base	Use Tier 1	Bill Tier 1	Use Tier 2	Bill Tier 2
WE034	ITNOR CORP dba WATERS EDGE	SEWER	0	\$17.81	0	17,81	0	0.00	0	0.00
WE035			3,400	\$30.97	o	17.81	3,400	13.16	0	0.00
WE04			5,500	\$39.10	o	17.81	5,500	21.29	ő	0.00
WE041			1,400	\$23.23	0	17.81	1,400	5.42	ő	0.00
WE042			4,300	\$34.45	0	17.81	4,300	16.64	ő	0.00
WE043			4,200	\$34.06	0	17.81	4,200	16.25	0	0.00
WE044			2,100	\$25.94	0	17.81	2,100	8.13	ō	0.00
WE045			0	\$17.81	0	17.81	0	0.00	ō	0.00
WE046			1,300	\$22.84	0	17.81	1,300	5.03	o	0.00
WE047			2,700	\$28.26	0	17.81	2,700	10.45	ō	0.00
WE048			3,900	\$32.90	0	17.81	3,900	15.09	0	0.00
WE049			4,400	\$34.84	.0	17.81	4,400	17.03	o o	0.00
WE05			4,300	\$34.45	0	17.81	4,300	16.64	0	0.00
WE050			2,800	\$28.65	0	17.81	2,800	10.84	ō	0.00
WE06			0	\$17.81	0	17.81	0	0.00	0	0.00
WE061			0	\$17.81	0	17.81	0	0.00	0	0.00
WE062			3,700	\$32.13	0	17.81	3,700	14.32	0	0.00
WE063			2,800	\$28.65	0	17.81	2,800	10.84	Ō	0.00
WE064			3,600	\$31.74	0	17.81	3,600	13.93	0	0.00
WE065			900	\$21.29	0	17.81	900	3.48	0	0.00
WE066			8,000	\$48.77	0	17.81	8,000	30.96	0	0.00
WE067			7,700	\$47.61	Q	17.81	7,700	29.80	0	0.00
WE068			800	\$20.91	0	17.81	800	3.10	0	0.00
WE07			3,900	\$32.90	0	17.81	3,900	15.09	0	0.00
WE08			5,200	\$37.93	0	17.81	5,200	20.12	0	0.00
WE09			7,200	\$45.67	0	17.81	7,200	27.86	0	0.00
WE169C			0	\$17.81	0	17.81	0	0.00	0	0.00
WP001	LEACH, MARK		3,800	\$32.52	0	17.81	3,800	14.71	0	0.00
01 - Resider	ntial 5/8"		5,286,900	\$48,177.09	0	28,478.19	5,090,000	19,698.30	196,900	0.00
Rate #:	02 - General Svc 5/8									
A007	ANDREWS, HENRY & CATHERINE	SEWER	100	\$18.27	0	17.81	100	0.46	0	0.00
A023	ALL ANIMAL CLINIC	0011211	11,100	\$69.31	Ö	17.81	11,100	51.50	0	0.00
A040.02	FUTURE INVESTMENTS OF KW LL	c	300	\$19.20	ō	17.81	300	1.39	0	0.00
AL001	AMERICAN LEGION		6,800	\$49.36	ō	17.81	6,800	31.55	o	0.00
AT001	ARNOLD'S TOWING		3,300	\$33.12	0	17.81	3,300	15,31	ő	0.00
B038	BARTON, DONALD JR		2,100	\$27.55	0	17.81	2,100	9.74	0	0.00
B039			4,300	\$37.76	o	17.81	4,300	19,95	0	0.00
B040	FRED R BURRIN-ANIMAL HOSPITA	!	2,400	\$28.95	ő	17.81	2,400	11.14	0	0.00
B044.02	LANDCO LLC	-	0	\$17.81	0	17.81	0	0.00	0	0.00
B064.02	KEYS YAMAHA SERVICES INC		3,600	\$34.51	ō	17.81	3,600	16.70	0	
B080	BROGLI, ALBERTA		2,900	\$31.27	Ö	17.81	2,900	13.46	0	0.00
B100	BENJAMIN BERNSTEIN TRUST B		4,400	\$38.23	0	17.81	4,400	20.42	0	0.00
BBT01	BAIRD PROPERTIES INC		1,400	\$24.31	0	17.81	1,400	6.50	0	
00.01	E IIIO I IIO EIII ILO IIIO		1,400	ΨΔ.ΨU [U	17.01	1,400	0.30	U	0.00

KW Resort Utilities

Base and Overage Report

Acct#	Name	UtilityType	Usage	Total Bill	Use Base	Bill Base	Use Tier 1	Bill Tier 1	Use Tier 2	Bill Tier 2
BC001	BOYD'S KEY WEST CAMPGROUND	SEWER	272,040	\$1,280.08	0	17.81	272,040	1,262.27	0	0.00
BC002			0	\$17.81	0	17.81	0	0.00	0	0.00
BC003			0	\$17.81	0	17.81	0	0.00	0	0.00
BC004			0	\$17.81	0	17.81	0	0.00	0	0.00
BD001	PEREZ, DAVID		4,300	\$37.76	0	17.81	4,300	19.95	0	0.00
BG002	KW BOTANICAL GARDENS		8,400	\$56.79	0	17.81	8,400	38.98	0	0.00
BK001	JMS RESTAURANT CORP.		19,100	\$106.43	0	17.81	19,100	88.62	0	0.00
C004,01	BERARD, RICHARD		0	\$17.81	0	17.81	0	0.00	a	0.00
C006	THE PHONE DEPOT		800	\$21.52	0	17.81	800	3.71	0	0.00
C016	ANCHOR, RUSTY		600	\$20.59	0	17.81	600	2.78	0	0.00
C044	COOPER, JAMES ROBERT		5,600	\$43.79	0	17.81	5,600	25.98	0	0.00
C045			11,700	\$72.10	0	17.81	11,700	54.29	0	0.00
CC002	CHICOS APARTMENTS		14,200	\$83.70	0	17.81	14,200	65.89	0	0.00
CC003	COTTON OF KEY WEST L.P.		0	\$17.81	0	17.81	0	0.00	0	0.00
CC006.01	MAC STORAGE LLC		4,400	\$38.23	0	17.81	4,400	20,42	0	0.00
CC007	COTTON OF KEY WEST LP		7,400	\$52.15	0	17.81	7,400	34.34	0	0.00
CH157	CORAL HAMMOCK HOMEOWNERS	i	2,200	\$28.02	0	17.81	2,200	10.21	0	0.00
CKM01	COOGLE, SCOTT		3,080	\$32.10	0	17.81	3,080	14.29	0	0.00
CMT01	CMT PROPERTY MANAGEMENT LL	<u>.</u>	2,600	\$29.87	0	17.81	2,600	12.06	0	0.00
CMT02			300	\$19.20	0	17.81	300	1.39	0	0.00
CY001.01	GLOBAL MARITEK SYSTEMS INC		6,700	\$48.90	0	17.81	6,700	31.09	0	0.00
CY002			0	\$17.81	0	17.81	0	0.00	0	0.00
D007	DEMILLY CAPITOL		600	\$20.59	0	17.81	600	2.78	0	0.00
D016	DOLPHIN DELI		4,800	\$40.08	0	17.81	4,800	22.27	0	0.00
D023	DIONS QUIK MART		11,300	\$70.24	0	17.81	11,300	52.43	0	0.00
D024.02	DELUNAS CAFE		8,300	\$56.32	0	17.81	8,300	38.51	0	0.00
D025	SUNBELT RENTALS INC		2,200	\$28.02	0	17.81	2,200	10.21	0	0.00
ES001	CITY OF KEY WEST		0	\$17.81	. 0	17.81	0	0.00	0	0.00
FKAA01	FLORIDA KEYS AQUEDUCT AUTHO)	1,000	\$22.45	0	17.81	1,000	4.64	0	0.00
FKAA04			21,200	\$116,18	0	17.81	21,200	98.37	0	0.00
FKE01	FLORIDA KEYS ELECTRIC INC		6,900	\$49.83	0	17.81	6,900	32.02	0	0.00
FSR002	FOUR STAR RENTALS		3,200	\$32.66	0	17.81	3,200	14.85	0	0.00
FSR003	FOUR STAR RENTAL		3,300	\$33.12	0	17.81	3,300	15.31	0	0.00
FST01	SAUNDERS & DOELMAN TRANSPO)	46,200	\$232.18	0	17.81	46,200	214.37	0	0.00
G006.01	H & H HOLDINGS LLC		900	\$21.99	0	17.81	900	4.18	. 0	0.00
GA001	WEST MARINE MS 8		2,500	\$29.41	0 /	17.81	2,500	11.60	0	0.00
GCH074	KEY WEST GOLF CLUB HOA		2,400	\$28.95	0	17.81	2,400	11.14	0	0.00
GM001	LONNIE HENSLEY AUTOMOTIVE		8,800	\$58.64	0	17.81	8,800	40.83	0	0.00
GS001	SCARDINA AND, VINCENT		3,300	\$33.12	0	17.81	3,300	15.31	0	0.00
H002	HENSON, STEVE AND DEBORAH		2,700	\$30.34	0	17.81	2,700	. 12.53	0	0.00
H029	HARDWARE, S&V		600	\$20.59	0	17.81	600	2.78	0	0.00
HB001	HANSEN & BRINGLE CABINETS		16,600	\$94.83	0	17.81	16,600	77.02	0	0.00
HH002.01	THE CONCH SHACK LLC		46,500	\$233.57	0	17.81	46,500	215.76	0	0.00
HH003	MONROE CTY BOCC/HICKORY HO	· t	0	\$17.81	0	17.81	0	0.00	0	0.00

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KW Resort Utilities

Base and Overage Report

Acct#	Name	UtilityType	Usage	Total Bill	Use Base	Bill Base	Use Tier 1	Bill Tier 1	Use Tier 2	Bill Tier 2
IV004	ISLANDER VILLAGE LLC	SEWER	0	\$17.81	0	17.81	0	0.00	0	0.00
J008.01	JOLLY'S LIQUOR STORE		2,200	\$28.02	0	17.81	2,200	10.21	0	0.00
JG001	JG RENTALS LLC		7,000	\$50.29	0	17.81	7,000	32.48	, 0	0.00
JG002			5,700	\$44.26	0	17.81	5,700	26.45	0	0.00
K001	FRANK KEEVAN AND SON INC		1,100	\$22.91	0	17.81	1,100	5.10	0	0.00
K008	KEY IRON WORKS INC		7,700	\$53.54	0	17.81	7,700	35.73	0	0.00
K012	ST MARY STAR OF THE SEA		7,300	\$51.68	0	17.81	7,300	33.87	0	0.00
KES02	KEYS ENERGY SERVICE		2,000	\$27.09	0	17.81	2,000	9.28	0	0.00
KES03			100	\$18.27	0	17.81	100	0.46	0	0.00
KWBT01	KEY WEST BAPTIST TEMPLE		12,800	\$77.20	0	17.81	12,800	59.39	0	0.00
KWBT04			4,100	\$36.83	0	17.81	4,100	19.02	0	0.00
KWW001	KEY WEST WELDING & FABRICA	TIC	19,500	\$108.29	0	17.81	19,500	90.48	0	0.00
KWW002	CONDELLA, STEVE		1,100	\$22.91	0	17.81	1,100	5,10	0	0.00
L002	ALL AUTO AND TRUCK REPAIR		1,700	\$25.70	0	17.81	1,700	7.89	0	0.00
L031	LIGHTHOUSE CHRISTIAN SCHOOL	DL	4,600	\$39.15	0	17.81	4,600	21.34	0	0.00
LC001	LEO'S CAMPGROUND		3,900	\$35.91	0	17.81	3,900	18.10	0	0.00
LC002			20,600	\$113.39	0	17.81	20,600	95.58	0	0.00
M015	SANDAL FACTORY LLC		6,000	\$45.65	0	17.81	6,000	27.84	0	0.00
M018	HABITAT FOR HUMANITY OF KEY	<i>(</i>	45,900	\$230.79	0	17.81	45,900	212.98	0	0.00
MM001	MURRAY MARINE		2,500	\$29.41	0	17.81	2,500	11.60	0	0.00
N009	HARBOR BAY INVESTMENTS LLC	2	14,500	\$85.09	0	17.81	14,500	67.28	0	0.00
NAPA1.01	CINDY'S SIGNS		6,600	\$48.43	0	17.81	6,600	30.62	0	0.00
NAPA2.01	CASTELLANOS, ERIC VICTORIA		1,100	\$22.91	0	17.81	1,100	5.10	0	0.00
P004	PADRON, MICHAEL A. JR		31,800	\$165.36	0	17.81	31,800	147.55	0	0.00
P007	PEPSI-REFRESHMENT SERVICE	S	3,000	\$31.73	0	17.81	3,000	13.92	0	0.00
P037	5514 STOCK ISLAND LLC		100	\$18.27	0	17.81	100	0.46	0	0.00
P039	PADRON, MICHAEL A. JR		6,100	\$46.11	0	17.81	6,100	28.30	0	0.00
P040			0	\$17.81	0	17.81	0	0.00	0	0.00
PT001	WE CYCLE - EVAN HASKELL		1,000	\$22.45	0	17.81	1,000	4.64	0	0.00
Q001	QUINTANA, JORGE AND MARGA	RIT	9,000	\$59.57	0	17.81	9,000	41.76	0	0.00
R006	LIZ, ERNIE		1,900	\$26.63	0	17.81	1,900	8.82	0	0.00
R056	RUSTY ANCHOR BAR		43,300	\$218.72	0	17.81	43,300	200.91	0	0.00
R087	ROSSI, MARK		0	\$17.81	0	17.81	0	0.00	0	0.00
R089	RODRIGUEZ, JOSE		35,400	\$182.07	0	17.81	35,400	164.26	0	0.00
RAA001	JOSE RAUL AND PATTI HERNAN	DE	0	\$17.81	0	17.81	. 0	0.00	0	0.00
RB001	RAYBRO/CED ELECTRIC SUPPL	ES	1,300	\$23.84	0	17.81	1,300	6.03	0	0.00
RV001.03	WATSON, DION		2,200	\$28.02	0	17.81	2,200	10.21	0	0.00
S006	SUNCREST MINI SELF STORAGE	ELI	2,600	\$29.87	0	17.81	2,600	12.06	0	0.00
S014	STANDARD MARINE SUPPLY CO	PRF	1,200	\$23.38	0	17.81	1,200	5.57	0	0.00
S061	SCARDINA, VINCENT		4,600	\$39.15	0	17.81	4,600	21.34	0	0.00
\$801.02	COAST PROJECTS LLC		1,400 -	\$24.31	0	17.81	1,400	6.50	0	0.00
SCL02.01	SUNCREST INVESTORS LLC		5,800	\$44.72	0	17.81	5,800	26.91	0	0.00
SE001	SALINERO ENTERPRISES		55,700	\$276.26	0	17.81	55,700	258.45	0	0.00
SH001	CAREFREE PROPERTY MANAGE	IME	0	\$17.81	0	17.81	0	0.00	0	0.00

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KW Resort Utilities

Base and Overage Report

Acct#	Name	UtilityType	Usage	Total Bill	Use Base	Bill Base	Use Tier 1	Bill Tier 1	Use Tier 2	Bill Tier 2
SIC01	STOCK ISLAND CHEVRON	SEWER	20,900	\$114.79	0	17.81	20,900	96.98	0	0.00
SIL01	STOCK ISLAND LOBSTER COMPAN		73,200	\$357.46	0	17.81	73,200	339.65	0	0.00
SIL02	STOCK ISENIED CODOTER COMMITTEE		0	\$17.81	0	17.81	0	0.00	0	0.00
SIS1	HEATHER M SMITH LLC #1		2,800	\$30.80	0	17.81	2,800	12.99	0	0.00
SIS10	SPOTTSWOOD PARTNERS #10		0	\$17.81	0	17.81	0	0.00	0	0.00
SIS11	JEWELL HUNT #11		1,900	\$26.63	0	17.81	1,900	8.82	0	0.00
SIS12	GEORGE PETERSON #12		1,500	\$24.77	0	17.81	1,500	6.96	0	0.00
SIS13	ALL ANIMAL CLINIC #13		5,300	\$42,40	0	17.81	5,300	24.59	0	0.00
SIS2	SPOTTSWOOD PARTNERS #2		500	\$20.13	0	17.81	500	2.32	0	0.00
SIS3	SPOTTSWOOD PARTNERS #3		900	\$21.99	0	17.81	900	4.18	0	0.00
SIS4	WOMEN CARE OF KEYS INC #4		500	\$20.13	0	17.81	500	2.32	0	0.00
SIS5	BRADLEY NYE #5		300	\$19.20	0	17.81	300	1.39	0	0.00
SIS6	BRADLEY NYE #6		0	\$17.81	0	17.81	0	0.00	0	0.00
SIS7	FIRST STATE BANK #7		700	\$21.06	0	17.81	700	3.25	0	0.00
SIS8	CLEAR CHANNEL BROADCASTING	i (0	\$17.81	0	17.81	0	0.00	0	0.00
SIS9	CLEAR CHANNEL BRAODCASTING		3,800	\$35.44	0	17.81	3,800	17.63	0	0.00
T001	TELCOM SYSTEMS		400	\$19.67	0	17.81	400	1.86	.0	0.00
T002	STROBLE, VERNON		900	\$21.99	0	17.81	900	4.18	0	0.00
T007	TORRES, CLAUDE		2,100	\$27.55	0	17.81	2,100	9.74	0	0.00
TT001	MCCARTHY, JIM		5,900	\$45.19	0	17.81	5,900	27.38	0	0.00
TT002	TOTAL TEMPERATURE CONTROL	1	1,800	\$26.16	0	17.81	1,800	8.35	0	0.00
W002	WELLS, KEN		8,800	\$58.64	0	17.81	8,800	40.83	0	0.00
W024	RIESI PIZZA LLC		26,500	\$140.77	0	17.81	26,500	122.96	0	0.00
W0242			0	\$17.81	0	17.81	0	0.00	0	0.00
WW001	WHITE'S WELDING		1,100	\$22.91	0	17.81	1,100	5.10	0	0.00
02 - Genera	! Svc 5/8		1,143,620	\$7,550.43	0	2,244.06	1,143,620	5,306.40	0	0.00
Rate #:	03 - General Svc 1 inch	meter							064.6	
CC001	CHICOS CANTINA	SEWER	28,000	\$174.45	0	44.53	28,000	129.92	0	0.00
CS001.01	FISHMAN'S SEAFOOD LLC		63,620	\$339.73	0	44.53	63,620	295.20	0	0.00
D020	HILLTOP LAUNDRY		111,100	\$560.03	0	44.53	111,100	515.50	0	0.00
FKAA02	FLORIDA KEYS AQUEDUCT AUTHO	0	6,600	\$75.15	0	44.53	6,600	30.62	0	0.00
K007	KEY WEST GOLF CLUB		41,580	\$237.46	0	44.53	41,580	192.93	0	0.00
M067	MONROE COUNTY: SI FIRE STATIO	0	7,000	\$77.01	0	44.53	7,000	32.48	0	0.00
MC001	FL KEYS MOSQUITO CONTROL DI	S	8,500	\$83.97	0	44.53	8,500	39.44	٥	0.00
OS003	OCEANSIDE INVESTORS LLC	**	0	\$44.53	0	44.53	0	0.00	0	0.00
T006	PLAŻA, TORRES		4,700	\$66.34	0	44.53	4,700	21.81	0	0.00
03 - Genera	d Svc 1 inch n		271,100	\$1,658.67	0	400.77	271,100	1,257,90	0	0.00
Rate #:	04 - General Svc 2 inch	meter					_3, 755.75			200 200
GA002	SCHOOL BOARD OF MONROE CO	U SEWER	86,300	\$542.90	0	142.47	86,300	400.43	0	0.00
KES01	KEYS ENERGY SERVICE		6,000	\$170.31	0	142.47	6,000	27.84	0	0.00
M052	MONROE COUNTY-BERNSTEIN PA		5,560	\$168.27	0	142.47	5,560	25.80	0	0.00
M060	MONROE COUNTY - BAYSHORE N	1 /4	17,800	\$225.06	0	142.47	17,800	82.59	0	0.00

KW Resort Utilities

Base and Overage Report

Acct#	Name	UtilityType	Usage	Total Bill	Use Base	Bill Base	Use Tier 1	Bill Tier 1	Use Tier 2	Bill Tier 2
M062	MONROE COUNTY DETENTION CE	SEWER	1,571,860	\$7,435.90	0	142.47	1,571,860	7,293.43	0	0.00
M064	FLORIDA KEYS SPCA		29,200	\$277.96	0	142.47	29,200	135.49	0	0.00
OS002	OCEANSIDE INVESTORS LLC		18,970	\$230.49	0	142.47	18,970	88.02	0	0.00
SC001.01	FLORIDA KEYS LINEN CO LLC		525,500	\$2,580.79	0	142.47	525,500	2,438.32	0	0.00
04 - Genera	l Svc 2 inch n		2,261,190	\$11,631.68	0	1,139.76	2,261,190	10,491.92	0	0.00
Rate #:	07 - General Svc 8 inch	turbo meter								
M066	MONROE COUNTY	SEWER	743,600	\$5,498.40	0	2,048.10	743,600	3,450.30	0	0.00
07 - Genera	Svc 8 inch ti		743,600	\$5,498.40	0	2,048.10	743,600	3,450.30	0	0.00
Rate #:	08 - Effluent Sales									
K015	KEY WEST GOLF CLUB	SEWER	5,981,000	\$0.00	5,981,000	0.00	0	0.00	0	0.00
M063	MONROE COUNTY DETENTION CE	}	349,260	\$0.00	349,260	0.00	0	0.00	0	0.00
08 - Effluen	t Sales		6,330,260	\$0.00	6,330,260	0.00	0	0.00	0	0.00
Rate #:	09 - 5/8Base Rate x4 Us	sage GenSvc.								
B008	BEAVER, JAMES	SEWER	15,100	\$141.30	0	71.24	15,100	70.06	0	0.00
EB002	EADEH BUSH COMPANY LLC		25,500	\$189.56	0	71.24	25,500	118.32	0	0.00
S046	SOSA, ARMANDO		15,500	\$143.16	0	71.24	15,500	71.92	0	0.00
09 - 5/8Bas	Rate x4 Us:		56,100	\$474.02	0	213.72	56,100	260,30	0	0.00
Rate #:	10 - 5/8Base Ratex14 U	sage GenSvc.			1370					
OS001	OCEAN SPRAY TRAILER PARK	SEWER	27,800	\$378.33	0	249.34	27,800	128.99	0	0.00
10 - 5/8Bas	e Ratex14 Us		27,800	\$378.33	0	249,34	27,800	128.99	0	0.00
Rate #:	11 - 5/8Base Rate x25 (GenSvc Usage								
TP001	TROPIC PALMS MOBILE HOME PAR		49,900	\$676.79	0	445.25	49,900	231.54	0	0.00
11 - 5/8Bas	e Rate x25 Gr		49,900	\$676.79	0	445.25	49,900	231.54	0	0.00
Rate #:	12 - Flat Rate Safe Harb	or					23			
S001	SAFE HARBOUR MARINA	SEWER	0	\$1,665.03	0	1,665.03	0	0.00	0	0.00
12 - Flat Ra	te Safe Harbo		0	\$1,665.03	0	1,665.03	0	0.00	0	0.00
Rate #:	13 - 5/8Base Rate x49 G	SenSvc Useage								
FV001	FLAGLER VILLAGE	SEWER	237,100	\$1,972.83	0	872.69	237,100	1,100.14	0	0.00
13 - 5/8Bas	e Rate x49 Ge		237,100	\$1,972.83	0	872.69	237,100	1,100.14	0	0.00
Rate #:	14 - 2"MeterBase, 6 Res	s base, GSuse	13.0							
PM002	KEY WEST MARINA INVESTMENTS		104,570	\$734.53	0	249.33	104,570	485.20	0	0.00
SIMV04	STOCK ISLAND MARINA VILLAGE		280,300	\$1,549.92	0	249.33	280,300	1,300.59	0	0.00
14 - 2"Mete	rBase, 6 Res		384,870	\$2,284.45	0	498.66	384,870	1,785.80	0	0.00
Rate #:	15 - 5/8Base x 103 Ge	n Svc Usage								
MW001	MERIDIAN WEST APARTMENTS	SEWER	293,000	\$3,193.95	0	1,834.43	293,000	1,359.52	0	0.00

Base and Overage Report

Acct#	Name	UtilityType	Usage	Total Bill	Use Base	Bill Base	Use Tier 1	Bill Tier 1	Use Tier 2	Bill Tier 2
15 - 5/8Base	x 103 Gen		293,000	\$3,193.95	0	1,834.43	293,000	4,359.52	0	0.00
Rate #:	16 - 5/8Base x 17 Ge	n Svc Usage								
R090	5730 FOURTH AVENUE LLC	SEWER	56,100	\$563.07	0	302.77	56,100	260.30	0	0.00
	x 17 Gen:		56,100	\$563.07	0	302.77	56,100	260.30	0	0.00
	A2 22 T. 2.210		00,100			••••	55,155		ŭ	0.00
Rate #:	17 - 5/8 Base Rate x2 (•			0.60					
CC004	SUNSET PARTY CAT INC	SEWER	16,800	\$113.57	0	35.62	16,800	77.95	0	0.00
EM001	EL MAR RV RESORT LLC		10,000	\$82.02	0	35.62	10,000	46.40	0	0.00
H027 L004	MCNULTY, PAUL AND ELIZABETH		9,000 700	\$77.38 \$38.87	0	35.62 35.62	9,000 700	41.76 3.25	0	0.00
L032.01	SMITH, DAVID G URBAY, IVAN		1,200	\$41.19	0	35.62	1,200	5.57	0	0.00
R0682	RODRIGUEZ JR, AGUSTIN		3,500	\$51.86	0	35.62	3,500	16.24	0	0.00
R083	SPENCER, RICK		9,400	\$79.24	o	35.62	9,400	43.62	0	0.00
R085.01	UNKART, DONALD		3,900	\$53.72	0	35.62	3,900	18.10	o	0.00
SIMV03	KEY WEST ENGINE SERVICE INC		2,300	\$46.29	0	35.62	2,300	10.67	0	0.00
	Rate x2 Ge		56,800	\$584.14	0	320.58	56,800	263:55	0	0.00
Rate #:	18 - Small Pool			***	20		_	12 22	121	
GCH015.01	KEY WEST GOLF CLUB HOA	SEWER	0	\$31.31	0	31.31	0	0.00	0	0.00
18 - Small P	ool		0	\$31.31	0	31.31	. 0	_.	0	0.00
Rate #:	19 - Large Pool									
GCH016.01		SEWER	0	\$105.75	0	105.75	0	0.00	0	0.00
19 - Large P	ool		0	\$105.75	0	105.75	0	0.00	0	0.00
16						45				
Rate #:	20 - 5/8" Base X 13 G	~	10 700	4100.00	•	004.50	10 700	100.10		
WE002	ITNOR CORP dba WATERS EDGE se X 13 Ger	SEWER	42,700	\$429.66 \$429.66	0	231.53	42,700	198.13	0	0.00
20 - 5/8" Bas	Se X 13 Ger		42,700	\$429.00	0	231.53	42,700	198,13	0	0.00
Rate #:	21 - Rate schedule 21 I	Dormant AC								
B056	BROWN, JAMES	SEWER	900	\$0.00	0	0.00	900	0.00	0	0.00
BG001	KW BOTANICAL GARDENS		0	\$0.00	0	0.00	0	0.00	0	0.00
CH140.01	LYDIAN PRIVATE BANK		1,100	\$0.00	0	0.00	1,100	0.00	0	0.00
D310	BLUESTONE, ROGER		300	\$0.00	0	0.00	300	0.00	0	0.00
GCC003.02	CLAPP, SUSAN		300	\$0.00	0	0.00	300	0.00	0	0.00
GCC012	CORNELL, SANDRA		1,600	\$0.00	0	0.00	1,600	0.00	0	0.00
GCE003.04 GCK004	TABORI, ILAN		100	\$0.00	0	0.00	100	0.00	0	0.00
GCK097.03	OSTROM, RICHARD A. SLONE, DEAN		3,900 5,100	\$0.00 \$0.00	0	0.00	3,900 5,100	0.00	0	0.00
GCK367.03	DEKEYSER, SUSAN		4,800	\$0.00	0	0.00	4,800	0.00	0	0.00
GCL044	NAUMAN, THOMAS AND SUSAN		4,800	\$0.00	0	0.00	4,600	0.00	0	0.00
GCS004	MPA OF KEY WEST		0	\$0.00	0	0.00	0	0.00	0	0.00
IV047	SURITA, KENNETH A		2,400	\$0.00	ō	0.00	2,400	0.00	0	0.00
L032	LABORDE, CAROLYN		0.	\$0.00	0	0.00	0	0.00	o o	0.00
								ರ ಉಪರಾವಣೆಯ		

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Base and Overage Report

Acct#	Name	UtilityType	Usage	Total Bill	Use Base	Bill Base	Use Tier 1	Bill Tier 1	Use Tier 2	Bill Tier 2
S065.01	STOCK ISLAND HOLDINGS LLC	SEWER	0	\$0.00	0	0.00	0	0.00	0	0.00
VPA1.04	REDFERN, JEREMY		1,300	\$0.00	0	0.00	1,300	0.00	0	0.00
VPA2.04	FERNANDEZ III, ALBERTO		700	\$0.00	0	0.00	700	0.00	0	0.00
21 - Rate sc	hedule 21 Do		22,500	\$0.00	0	0:00	22,500	0.00	0	0.00
Rate #:	22 - Residential Base	Only								
G043.01	GRIFFITH, STEPHANIE	SEWER	0	\$17.81	0	17:81	0	0.00	0	0.00
GCK002.04	VANSE, VALARIE	V	ō	\$17.81	ō	17.81	0	0.00	0	0.00
LC003	LEO'S CAMPGROUND		0	\$17.81	o	17.81	ő	0.00	0	0.00
LC004			0	\$17.81	0	17.81	ō	0.00	0	0.00
22 - Residen	ntial Base On		0	\$71.24	0	71.24	0	0.00	0	0.00
Rate #:	23 - Residential Usage	Only						100		r
GCK002.03	GROFF, JIM	SEWER	4,700	\$18.19	0	0.00	4,700	18.19	•	20.5
	ntial Usage O	OLYVLIC	4,700	\$18.19	0	0.00			0	0.00
25 - 1(65/06)	idai dsage o		4,700	\$10.15	U	0.00	4,700	18.19	0	0.00
Rate #:	25 - 64base,2sm pool,	2"mtr,8"mtr								
SM100	SUNSET MARINA & CONDOMINIU	M SEWER	148,160	\$4,080.49	0	3,393.03	148,160	687.46	0	0.00
25 - 64base,	2sm pool, 2"		148,160	\$4,080.49	0	3,393.03	148,160	687.46	0	0.00
Rate #:	26 - Lower Keys Med C	Can - 6"& 4.5"								
FKCC1	FL KEYS COMMUNITY COLLEGE	SEWER	518,700	\$3,386.31	0	979.54	518,700	2,406.77	0	0.00
KWHR01	KEY WEST HEALTH & REHABILITA		211,200	\$1,959.51	ő	979.54	211,200	979.97	0	0.00
LKMC01	LOWER KEYS MEDICAL CENTER	33.2	685,400	\$4,159.80	0	979.54	685,400	3,180.26	0	0.00
26 - Lower K	Keys Med Cei		1,415,300	\$9,505.62	0	2,938.62	1,415,300	6,566.99	0	0.00
			1,110,000	• • • • • • • • • • • • • • • • • • • •	•	~10×0.46	1,410,000	0,000.00	Ū	0.00
Rate #:	28 - 4" AND 5/8" AT G	70 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			2	00000	0.0.0			
P030	CREATIVE CHOICE HOMES XXVI	L1 SEWER	848,000	\$4,397.77	0	463.05	848,000	3,934.72	0	0.00
28 - 4" AND	5/8" AT GS F		848,000	\$4,397.77	0	463:05	848,000	3,934.72	0	0.00
Rate #:	30 - 5/8 Base Rate x 48	GenSvc Usag								
BG006	BANYAN GROVE	SEWER	206,600	\$1,813.50	0	854.88	206,600	958.62	0	0.00
30 - 5/8 Base	Rate x 48 G		206,600	\$1,813.50	0	854.88	206,600	958.62	0	0.00
			,		•	00 1100	200,000	294,02	v	0.00
Rate #:	32 - 5/8 Base & Large I			***						
SH002	CAREFREE PROPERTY MANAGEM	WI SEWER	17,500	\$204.76	0	123.56	17,500	81.20	0	0.00
32 - 5/8 Base	e & Large Po		17,500	\$204.76	0	123,56	17,500	81,20	0	0.00
Rate #:	34 - 5/8" AND 1" BASE	@ GENERAL SER								
CVS001	CVS PHARMACY INC	SEWER	108,500	\$565.78	0	62.34	108,500	503,44	0	0.00
34 - 5/8" ANI	D 1" BASE @		108,500	\$565.78	0	62.34	108,500	503:44	0	0.00
	The second secon			-CTCVIII GENERALINE SERVE	•	Kw.o.	100,000	2004	U	0.00

ATTACHMENT "3-29"

TABLE I For System Design ESTIMATED SEWAGE FLOWS

TYPE OF	GALLONS
ESTABLISHMENT	PER DAY
COMMERCIAL:	
Airports, bus terminals, train stations,	
port & dock facilities, Bathroom	
waste only	
(a) Per passenger	4
(b) Add per employee per 8 hour shift	15
Barber & beauty shops per service chair	75
Bowling alley bathroom waste only per lane	50
Country club	
(a) Per resident	100
(b) Add per member or patron	25
(c) Add per employee per 8 hour shift	15
Doctor and Dentist offices	
(a) Per practitioner	250
(b) Add per employee per 8 hour shift	15
Factories, exclusive of industrial wastes gallons per employee per 8 hour shift	
(a) No showers provided	15
(b) Showers provided	25
Flea Market open 3 or less days per week	
(a) Per non-food service vendor space	15
(b) Add per food service establishment using single service articles only per 100 Square feet of floor space	50
(c) Per limited food service establishment	25
(d) For flea markets open more than 3 days per week estimated flows shall be doubled	
Food operations	40
(a) Restaurant operating 16 hours or less per day per seat	
(b) Restaurant operating more than 16 hours per day per seat	60
(c) Restaurant using single service articles only and operating 16 hours or	20
less per day per seat	
(d) Restaurant using single service articles only and operating more than 16 hours per day per seat	35
(e) Bar and cocktail lounge per seat	20
add per pool table or video game	15
(f) Drive-in restaurant per car space	50
(g) Carry out only, including caterers	
1. Per 100 square feet of floor space	50
2. Add per employee per 8 hour shift	15
(h) Institutions per meal	5
(i) Food Outlets excluding deli's, bakery, or meat department per 100 square feet of floor space	10
1. Add for deli per 100 square feet of deli floor space	40
2. Add for bakery per 100 square feet of bakery floor space	40
3. Add for meat department per 100 square feet of meat department floor space	75
4. Add per water closet	200
Hotels & motels	

(a) Regular per room	100
(b) Resort hotels, camps, cottages per room	200
(c) Add for establishments with self service laundry facilities per machine	750
Mobile Home Park	100000
(a) Per single wide mobile home space, less than 4 single wide spaces connected to a shared onsite system	250
(b) Per single wide mobile home space, 4 or more single wide spaces are connected to a shared onsite system	225
(c) Per double wide mobile home space, less than 4 double wide mobile	300
home spaces connected to a shared onsite system	500
(d) Per double wide mobile home space, 4 or more double wide mobile	
home spaces connected to a shared onsite system	275
Office building	15
per employee per 8 hour shift or	13
per 100 square feet of floor space,	15
whichever is greater	15
Transient Recreational Vehicle Park	
	50
(a) Recreational vehicle space for overnight stay, without water and sewer hookup per vehicle space	50
(b) Recreational vehicle space for overnight stay, with water and sewer hookup per vehicle space	75
Service stations per water closet	
(a) Open 16 hours per day or less	250
(b) Open more than 16 hours per day	325
Shopping centers without food or laundry	0.1
per square foot of floor space	
Stadiums, race tracks, ball parks per seat	4
Stores per bathroom	200
Swimming and bathing facilities, public	10
per person	
Theatres and Auditoriums, per seat	4
Veterinary Clinic	
(a) Per practitioner	250
(b) Add per employee per 8 hour shift	15
(c) Add per kennel, stall or cage	20
Warehouse	
(a) Add per employee per 8 hour shift	15
(b) Add per loading bay	100
(c) Self-storage, per unit (up to 200 units)	1
add 1 gallon for each 2 units or fraction thereof, for over 200 units, and shall be in addition to employees, offices	s or
living quarters flow rates.	
INSTITUTIONAL:	
Churches per seat which includes kitchen	3
wastewater flows unless meals	
prepared on a routine basis	
If meals served on a regular basis	5
add per meal prepared	
Hospitals per bed which does not include	200
kitchen wastewater flows	
add per meal prepared	5
Nursing, rest homes, adult congregate	100
living facilities per bed which does not	100
include kitchen wastewater flows	
merade interior made trater new merade in the made in	

add per meal prepared	5
Parks, public picnic	
(a) With toilets only per person	4
(b) With bathhouse, showers & toilets per person	10
Public institutions other than schools and	100
hospitals per person which does not	
include kitchen wastewater flows	
add per meal prepared	5
Schools per student	
(a) Day-type	10
(b) Add for showers	4
(c) Add for cafeteria	4
(d) Add for day school workers	15
(e) Boarding-type	75
Work/construction camps, semi-permanent per worker	50
RESIDENTIAL:	
Residences	
(a) Single or multiple family per dwelling Unit	
1 Bedroom with 750 sq. ft. or less of building area	100
2 Bedrooms with 751-1200 sq. ft. of building area	200
3 Bedrooms with 1201-2250 sq. ft. of building area	300
4 Bedrooms with 2251-3300 sq. ft. of building area	400
For each additional bedroom or each additional 750 square feet of building area or fraction thereof in a dwelling	unit, system
sizing shall be increased by 60 gallons per dwelling unit.	

Footnotes to Table I:

(b) Other per occupant

1. For food operations, kitchen wastewater flows shall normally be calculated as 66 percent of the total establishment wastewater flow.

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- 2. Systems serving high volume establishments, such as restaurants, convenience stores and service stations located near interstate type highways and similar high-traffic areas, require special sizing consideration due to expected above average sewage volume. Minimum estimated flows for these facilities shall be 3.0 times the volumes determined from the Table I figures.
 - 3. For residences, the volume of wastewater shall be calculated as 50 percent blackwater and 50 percent graywater.
- 4. Where the number of bedrooms indicated on the floor plan and the corresponding building area of a dwelling unit in Table I do not coincide, the criteria which will result in the greatest estimated sewage flow shall apply.
- 5. Convenience store estimated sewage flows shall be determined by adding flows for food outlets and service stations as appropriate to the products and services offered.
- 6. Estimated flows for residential systems assumes a maximum occupancy of two persons per bedroom. Where residential care facilities will house more than two persons in any bedroom, estimated flows shall be increased by 50 gallons per each additional occupant.