

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for increase
in wastewater rates in Monroe
County by K W Resort Utilities Corp.

Docket No. 150071-SU

EXHIBIT CAJ-5

DIRECT TESTIMONY

OF

CHRISTOPHER A. JOHNSON

on behalf of

K W Resort Utilities Corp.



Florida Department Of Environmental Protection

Marathon Branch Office
2796 Overseas Highway, Suite 221
Marathon, Florida 33050
SouthDistrict@dep.state.fl.us

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

SENT VIA ELECTRONIC MAIL

April 21, 2016

Mr. Chris Johnson, President
6630 Front Street
Key West, Florida 33040
Email: chriskw@bellsouth.net



RE: In Compliance Letter
Key West Resort Utility Wastewater Treatment Plant
FLA014951
Monroe County

Dear Mr. Johnson:

Department personnel conducted a Compliance Evaluation Inspection of the above-referenced facility on March 10, 2016. Based on the information provided during the inspection, the Facility was determined to be in compliance with the Department's rules and regulations. A copy of the inspection report is available in the Department's records management database, OCULUS.

The Department appreciates your efforts to maintain this Facility in compliance with state and federal rules. Should you have any questions or comments, please contact Gary Hardie at (305)289-7074 or via e-mail at Gary.Hardie@dep.state.fl.us.

Sincerely,

A handwritten signature in cursive script that reads "Gus Rios".

Gus Rios
Environmental Administrator
South District Marathon Branch Office

cc: SD_CAE_WPR@dep.state.fl.us
Adam Hill – Public Service Commission (AHill@psc.state.fl.us)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTEWATER COMPLIANCE INSPECTION REPORT
FACILITY AND INSPECTION INFORMATION

@ = Optional

Name and Physical Location of Facility Key West Resort Utility 6630 Front Street, Stock Island Key West, Florida 33045	WAFR ID: FLA014951	County Monroe	Entry Date/Time 03/10/2016
		Phone (305) 289-4161	Exit Date/Time 03/10/2016
Name(s) of Field Representative(s) Gregory Wright	Title Operations Coordinator	Email greg@kwru.com	Phone
Name and Address of Permittee or Designated Representative Christopher Johnson 6630 Front Street Key West, Florida 33040	Title President	Phone (305) 289-4161	Operator Certification #
	Email chris@kwru.com		
Inspection Type: <input checked="" type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/> I	Samples Taken(Y/N): N	@ Sample ID#:	Samples Split (Y/N):
<input checked="" type="checkbox"/> Domestic <input type="checkbox"/> Industrial	Were Photos Taken(Y/N): Y	@ Log book Volume :	@ Page

FACILITY COMPLIANCE AREAS EVALUATED

IC: In Compliance; MC: Minor Out of Compliance; NC: Out of Compliance SC: Significant Non-Compliance;
 NA: Not Applicable; NE or Blank: Not Evaluated

Significant Non-Compliance Criteria Should be Reviewed When Out of Compliance Ratings Are Given in Areas Marked by a "♦"

	PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT DISPOSAL
IC	1. ♦ Permit	IC	3. Laboratory	IC	6. Facility Site Review	IC	9. ♦ Effluent Quality
IC	2. ♦ Compliance Schedules	IC	4. Sampling	IC	7. Flow Measurement	IC	10. ♦ Effluent Disposal
		IC	5. ♦ Records & Reports	IC	8. ♦ Operation & Maintenance	IC	11. Biosolids/Sludge
						NA	12. Groundwater
NA	14. Other:					NE	13. SSO Survey

Facility and/or Order Compliance Status: In-Compliance Out-Of-Compliance Significant-Out-Of-Compliance

Recommended Actions:

Name(s) and Signature(s) of Inspector(s) Gary Hardie <i>Gary J. Hardie</i>	District Office/Phone Number SDB/ (305)289-7070	Date 04/07/2016
Signature of Reviewer Diane DiPascale <i>Diane DiPascale</i>	District Office/Phone Number SD/ (239)344-5641	Date 04/19/2016

Single Event Violation Code(s):

INSPECTION REPORT SUMMARY

Facility Name: Key West Resort Utility
Facility ID: FLA014951
Inspection Type: CEI
Inspection Date: 03/10/2016

FACILITY BACKGROUND:

Facility Address: 6630 Front Street, Stock Island, Key West, Florida 33045, Monroe County
Program/ Permit Information: DW, permit issue date: 02/20/2012, expiration date: 02/19/2017
Treatment Summary: Extended aeration with filtration and chlorinated effluent to two Class V wells or reuse
Permitted Capacity: 0.499 MGD

1. Permit: RATING – IN COMPLIANCE

1.1 Observation: *General* – A copy of the permit was onsite and available to plant personnel.

Additional Comments: The current facility operating permit, FLA014951-011, will expire on February 19, 2017.

2. Compliance Schedules: RATING – IN COMPLIANCE

2.1 Observation: *General* – The facility was in compliance with the current administrative schedule.

3. Laboratory: RATING – IN COMPLIANCE

3.1 Observation: *General* – The laboratory is certified by the Department of Health.

Additional Comments: U.S. Water - E85222; Sanders - E89380

4. Sampling: RATING – IN COMPLIANCE

4.1 Observation: *General* – Safe and dry access to influent and effluent sampling points are provided.

4.2 Observation: *General* – Calibrations for process control equipment were performed correctly.

4.3 Observation: *General* – Calibration standards/buffers were within the expiration dates.

5. Records and Reports: RATING – IN COMPLIANCE

5.1 Observation: *General* – Operators' certification(s) were current and available on-site.

Additional Comments: Chris Johnson - WWA0013917; Greg Wright - WWB0020501; Mark Burkemper - WWB0005335; Eric Chamberland - WWC0019699

5.2 Observation: *General* – The certified operator's daily logbook was complete.

5.3 Observation: *General* – A copy of the current laboratory certification was available at the time of the inspection [62-620.350(1), Florida Administrative Code (F.A.C.)].

Please Note: A more efficient and paperless alternative to reporting discharge and groundwater monitoring data is available at <http://www.edmr.dep.state.fl.us>.

6. Facility Site Review: RATING – IN COMPLIANCE

6.1 Observation: *General* – The facility grounds were secured properly.

6.2 Observation: *General* – The facility grounds were clean and well maintained.

6.3 Observation: *General* – Foul odors did not permeate beyond the boundaries of the plant site at the time of the inspection.

Facility Name: Key West Resort Utility
Inspection Date: 03/10/2016

- 6.4 Observation: Alternate Power – The onsite generator is tested under load on a routine basis
- 6.5 Observation: Alternate Power – A record of testing was available for the onsite generator.
- 6.6 Observation: Aeration Basins/Act. Sludge – The contents in the aeration chambers appeared to be adequately mixed.
- 6.7 Observation: Aeration Basins/Act. Sludge – The air line(s) to the aeration basin was free from leaks at the time of the inspection.
- 6.8 Observation: Aeration Basins/Act. Sludge – The time clock for the aeration system control was operational at the time of the inspection.
- 6.9 Observation: Aeration Basins/Act. Sludge – The RAS line was properly located.
- 6.10 Observation: Blowers/Motors – The blowers were equipped with belt guards.
- 6.11 Observation: Clarifiers – The clarifier weirs appear to be level.
- 6.12 Observation: Clarifiers – The clarifier had good settling and clear effluent.
- 6.13 Observation: Filtration – The filter contained sufficient media.
- 6.14 Observation: Disinfection – The chlorine contact chamber was clean and the effluent leaving the plant was clear.
- 6.15 Observation: Digestors – The digestors were free from excessive odors.
- 6.16 Observation: Digestors – The digester was free from excessive foaming.
- 6.17 Observation: Digestors – The tank contents in the aerobic digester were well mixed.

7. **Flow Measurement:** RATING – IN COMPLIANCE

- 7.1 Observation: General – The flow measurement device was installed properly.
- 7.2 Observation: General – The copy of the flow calibration report is current and satisfactory.
Additional Comments: The flow measurement device was last calibrated on October 6, 2015.

8. **Operation and Maintenance:** RATING – IN COMPLIANCE

- 8.1 Observation: General – The operator is performing treatment plant operation and maintenance duties in a responsible and professional manner
- 8.2 Observation: General – A certified operator as required by Rule 62-602 and the Permit, was operating the WWTF.
- 8.3 Observation: General – The facility maintains an adequate spare parts inventory.

9. **Effluent Quality:** RATING – IN COMPLIANCE

- 9.1 Observation: General – The effluent appeared clear with an acceptable chlorine residual.
Additional Comments: TRC = 1.60 mg/L from operator's daily log and continuous monitoring.
- 9.2 Observation: General – A review of the Discharge Monitoring Reports did not reveal any effluent exceedances.

10. **Effluent Disposal:** RATING – IN COMPLIANCE

- 10.1 Observation: General – The facility was discharging at the time of the inspection.
- 10.2 Observation: General – The effluent was free from visible sheen at the time of the inspection.
- 10.3 Observation: General – The effluent was free from excessive turbidity.
- 10.4 Observation: General – The effluent was free from excessive foam.

11. **Biosolids/Sludge:** RATING – IN COMPLIANCE

- 11.1 Observation: General – Residuals were being disposed of in accordance with the permit.

Facility Name: Key West Resort Utility
Inspection Date: 03/10/2016

12. **Groundwater Quality:** RATING – NOT APPLICABLE
12.1 Observation: *General* – Not Applicable.

13. **SSO Survey:** RATING – NOT EVALUATED
13.1 Observation: No observations were recorded.

14. **Other:** RATING – NOT APPLICABLE
14.1 Observation: *General* – Not Applicable.

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Docket No. 150071-SU

EXHIBIT CAJ-6

DIRECT TESTIMONY

OF

CHRISTOPHER A. JOHNSON

on behalf of

K W Resort Utilities Corp.



KW Resort Utilities Corp

6630 Front Street
Key West, FL 33040
305.295.3301
FAX 305.295.0143
www.kwru.com

June 8, 2016 AGREEMENT

Glenn Miller, a State of Florida Class B Wastewater Treatment Plant Operator (License No.: 0017028), agrees to accept the full time position of Class B Wastewater Treatment Plant Operator, at KW Resort Utilities Corp., having its offices and Treatment Plant located at 6630 Front Street Key West, FL 33040, with a starting date of July 2, 2016 and Glenn Miller further agrees to the salary of \$34.00/ hour.

a. One-time moving expense allowance.

A one-time moving expense allowance of \$1,675.00 or One thousand six hundred seventy five Dollars and zero Cents representing 1 month rent, per the executed lease agreement attached as Exhibit A, attached to the June 8, 2016 AGREEMENT, and is incorporated herein and made a part hereof, shall be paid upon execution of this June 8, 2016 AGREEMENT. Glenn Miller, further agrees to reimburse KW Resort Utilities for the entire amount of the One-time moving expense allowance of \$1,675.00 should he fail to report to KW Resort Utilities Corp at 6630 Front Street Key West, FL 33040 to begin employment on July 2, 2016.

b. Loan Agreement

Glenn Miller, agrees to accept a loan from KW Resort Utilities Corp. with an interest rate of 0.0% in the amount of \$1,675.00 or One thousand six hundred seventy five Dollars and zero Cents representing 1 month rent per the executed lease agreement. If Glen Miller remains employed by KW Resort Utilities Corp. continually until July 2, 2017 this loan, in the amount of \$1,675.00 will be considered paid in full by KW Resort Utilities Corp. on July 2, 2017. If Glenn Miller does not remain employed by KW Resort Utilities Corp. continually until July 2, 2017 then Glenn Miller shall owe KW Resort Utilities Corp \$1,675.00 immediately upon termination of the employee-employer relationship. Further, Glenn Miller agrees to authorize KW Resort Utilities Corp. to deduct \$1,675.00 representing the full amount of the loan, from any final paychecks that are owed to Glenn Miller.

c. Second Loan Agreement

Glenn Miller, agrees to enter into a second loan Agreement with KW Resort Utilities Corp. with an interest rate of 0.0% in the amount of \$1,675.00 or One thousand six hundred seventy five Dollars and zero Cents representing 1 month security deposit per the executed lease agreement. Glen Miller agrees to pay this loan back in 12 installments each in the amount of \$139.58 from his pay,

06/10/2016 07:31 7275724845

beginning with the paycheck that corresponds to the payroll period ending on August 12, 2016 and ending on the paycheck corresponding to the payroll period ending on July 26, 2017. Further, Glenn Miller agrees to sign any and all paperwork as required by KW Resort Utilities Corp's Payroll Company authorizing said Payroll Company to carry out the installments as provided in c. Second Loan Agreement. Further, Glenn Miller shall owe KW Resort Utilities Corp the remaining balance of the Second Loan Amount immediately upon termination of the employee-employer relationship. Further, Glenn Miller agrees to authorize KW Resort Utilities Corp. to deduct monies up to but not to exceed the unpaid balance of the Second loan, from any final paychecks that are owed to Glenn Miller.

d. Payment Authorization

Glenn Miller hereby authorizes and directs that the **One-time moving expense allowance** as stipulated in paragraph a., and the **Loan Agreement** as stipulated in paragraph b., and the **Second Loan Agreement** as stipulated in paragraph c. be paid directly to

Judith Anderson on Glenn Miller's behalf.

Notwithstanding this agreement Glenn Miller is an "employee at will".

IN WITNESS WHEREOF, the parties have executed this **June 8, 2016 AGREEMENT** as written below.



Date 06/10/2016

Glenn Miller
State of Florida Class B Wastewater Treatment Operator



Date 6/8/2016

Christopher Johnson
President, KW Resort Utilities Corp.

LEASE

BASIC RENTAL AGREEMENT OR RESIDENTIAL LEASE

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, Judith Anderson, shall be referred to as "OWNER" and Tenant(s)/Lessee, Glenn Miller, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at 1317 4th St. in the city of Key West, Florida 33040

1. **TERMS:** RESIDENT agrees to pay in advance \$1,175.⁰⁰ per month on the 1st day of each month. This agreement shall commence on 07/01/16 and continue; (check one)

A. until as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.

B. until 06/30, 2017 on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows 1317 4th St. Key West, FL. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$1,175.⁰⁰, and a Security Deposit of \$1,175.⁰⁰ and additional charges/fees for 1,175.⁰⁰ / Last month, for a total payment of \$5,025.⁰⁰. All payments are to be made payable to Judith Anderson.

3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 30 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 10 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

4. **LATE CHARGE:** A late fee of \$0/0 (not to exceed % of the monthly rent), shall be added and due for any payment of rent made after the 0/0 of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$ 0/0.

5. **UTILITIES:** Landlord RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises except Cable TV / Internet.

6. **OCCUPANTS:** Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of OWNER obtained in advance 0/0.

7. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ 0/0 shall be required along with additional monthly rent of \$ 0/0 along with the signing of OWNER'S Pet Agreement. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.

8. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.

9. **PARKING:** When and if RESIDENT is assigned a parking area/space on OWNER'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space Front of Unit. The parking fee for this space (if applicable is \$ 0.00 monthly. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.

10. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. **ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

14. **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

15. **HOUSE RULES:** RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

16. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

17. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

18. POSSESSION: If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

19. INSURANCE: RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

20. RIGHT OF ENTRY AND INSPECTION: OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

21. ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

22. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. ATTORNEY FEES: If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. JOINTLY AND SEVERALLY: The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

25. REPORT TO CREDIT/TENANT AGENCIES: You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

26. LEAD NOTIFICATION REQUIREMENT: For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)
 Lead Based Paint Disclosure Form
 EPA Pamphlet

27. ADDITIONS AND/OR EXCEPTIONS

None

28. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at 1317 4th St. Key West FL 33040

29. INVENTORY: The premises contains the following items, that the RESIDENT may use.

Unit furnished

30. KEYS AND ADDENDUMS: RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)

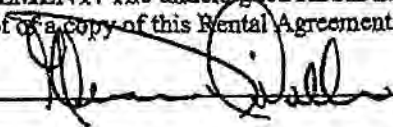
Keys #of keys and purposes

House Rules Pet Agreement Other

31. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

32. RECEIPT OF AGREEMENT: The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature

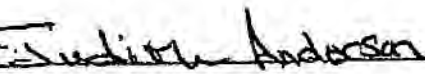


Date May 31st 2016

RESIDENT'S Signature

Date

OWNER'S or Agent's Signature



Date 06/16/16

4892

KW RESORT UTILITIES CORP.
 OPERATING ACCOUNT
 P.O. BOX 2125
 KEY WEST, FL 33045-2125
 PH. 305-295-3301

BRANCH BANKING AND TRUST COMPANY
 1-800-BANK 557 BBANDT.COM

06/10/2016

PAY TO THE ORDER OF Judith Anderson

\$ **5,025.00

Five thousand twenty-five and 00/100

DOLLARS

Judith Anderson
 1317 4th Street
 Key West, FL 33040



SECURITY FEATURES INCLUDED

MEMO



KW RESORT UTILITIES CORP.

4892

Date	Type	Reference	Original Amount	Balance Due	Payment
06/10/2016	Bill	GM6-10-16	5,025.00	5,025.00	5,025.00
			Check Amount		5,025.00



5,025.00

KW RESORT UTILITIES CORP.

4892

Date	Type	Reference	Original Amount	Balance Due	Payment
06/10/2016	Bill	GM6-10-16	5,025.00	5,025.00	5,025.00
			Check Amount		5,025.00



5,025.00



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card - Maps are now launching the new map application version.

Alternate Key: 1048399 Parcel ID: 00047780-000000

Ownership Details

Mailing Address:
ANDERSON JUDITH VIMALA
1317 4TH ST
KEY WEST, FL 33040-3760

Property Details

PC Code: 01 - SINGLE FAMILY
Millage Group: 10KW
Affordable Housing: No
Section-Township-Range: 05-68-25
Property Location: 1317 4TH ST KEY WEST
Subdivision: Key West Realty Co's First Sub
Legal Description: KW KW REALTY CO'S FIRST SUB PB1-43 LOT 14 SQR 22 TR 21 J1-257 OR623-891D/C OR1373-196/8 OR1397-467D/C OR2452-874D/C OR2452-877P/R

Click Map Image to open interactive viewer





Exemptions

Exemption	Amount
39 - 25000 HOMESTEAD	25,000.00
44 - ADDL HOMESTEAD	25,000.00

Land Details

Land Use Code	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	50	100	5,000.00 SF

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 0
 Total Living Area: 1716
 Year Built: 1958

Building 1 Details

Building Type R1
 Effective Age 25
 Year Built 1958
 Functional Obs 0

Condition A
 Perimeter 234
 Special Arch 0
 Economic Obs 0

Quality Grade 500
 Depreciation % 32
 Grnd Floor Area 1,716

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type GABLE/HIP
 Heat 1 NONE
 Heat Src 1 NONE

Roof Cover METAL
 Heat 2 NONE
 Heat Src 2 NONE

Foundation CONCR FTR
 Bedrooms 3

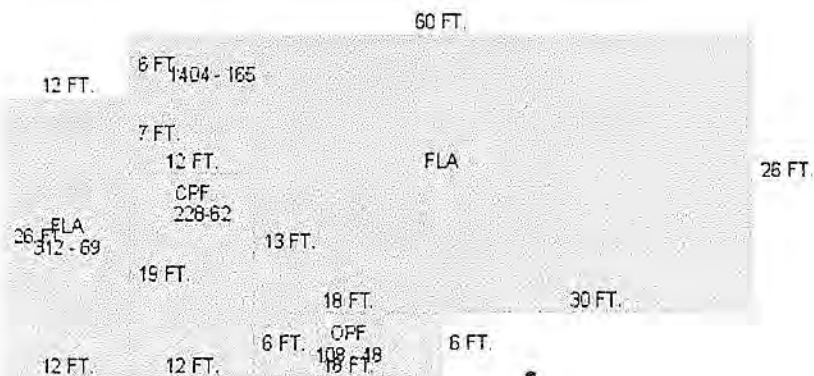
Extra Features:

2 Fix Bath 0
 3 Fix Bath 2
 4 Fix Bath 0
 5 Fix Bath 0
 6 Fix Bath 0
 7 Fix Bath 0

Vacuum 0
 Garbage Disposal 0
 Compactor 0
 Security 0
 Intercom 0
 Fireplaces 0

Extra Fix 0

Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA	5:C.B.S.	1	1989	N	N	0.00	0.00	1,404
2	OFF		1	1958					108
3	CPF	5:C.B.S.	1	1989	N	N	0.00	0.00	228
4	FLA	5:C.B.S.	1	2012	N	Y			312

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	FN2:FENCES	846 SF	282	3	1973	1974	3	30
2	PT3:PATIO	100 SF	10	10	1969	1970	2	50

Appraiser Notes

2007-05-14 MLS OFFERING \$699,000 WONDERFUL CORNER LOT, GREAT FLOOR-PLAN THAT WOULD EASILY ACCOMMODATE A MOTHER-IN-LAW SUITE WITH A SEPARATE ENTRANCE.DKRAUSE

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
B940368	02/01/1994	11/01/1994	1,700		INSTALL 200 OF 6" GUTTER
11-2205	07/01/2011	08/08/2011	6,500	Residential	INSTALL NEW IMPACT WINDOWS AND DOORS AS PER DRAWINGS.
11-2203	07/01/2011	08/08/2011	2,080	Residential	INSTALL 3LB CLOSED CELL SPRAY FOAM ROOFING MATERIAL AND COVER WITH ELASTOMERIC COATING OVER EXISTING. APPROX 420 SF.

11-3698	10/11/2011	02/23/2012	4,223	Residential	PLUMBING NEW ADDITION. INSTALL OF PLUMBING NECESSARY FOR NEW LAV SINK, WATER CLOSET AND SHOWER. INSTALL NEW LAV SINK WC AND SHOWER. REVISION: ADD ONE BAR SINK
11-3697	10/11/2011	02/23/2012	2,448	Residential	ELECTRIC IN NEW ADDITION. INSTALLATION OF WIRING NECESSARY FOR EXHAUST CEILING FAN WALL OUTLETS PER CODE LIGHT BAR HARD WIRED SMOKE AND TWO EXTERIOR LIGHTS. REVISION: ADD REFRIGERATOR CIRCUIT, BAR CIRCUIT, SMOKE & CO2 DETECTORS
11-3696	10/11/2011	07/24/2012	21,554	Residential	INSTALLATION OF APPROX 680 SQFT INFILL EXTERIOR WALLS. INSTALL FRAMING NECESSARY FOR NEW BATHROOM. INSTALL 450 SQ FT OF CERAMIC TILE. INSTALL 1300 SQ FT DRYWALL 2 INTERIOR DOORS, 300 LF OF BASE BOARD CASING. INSTALL BATHROOM FINISHES. REVISION 12/07/2011 - ALTER BATHROOM FRAMING PLAN, ADD TWO WINDOWS
12-956	03/14/2012	07/24/2012	1,536	Residential	INSTALL POWER FOR 1 MINI SPIT AC AND 1 CENTRAL 3 TON AC
12-780	03/07/2012	07/24/2012	4,800	Residential	INSTALL 3 TON AC W/10 DROPS AND 1 TON MINI SPLIT

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	165,140	3,144	177,500	345,784	272,442	25,000	247,442
2014	155,365	2,858	211,250	369,473	270,280	25,000	245,280
2013	155,365	2,858	160,000	318,223	266,286	25,000	241,286
2012	129,874	2,858	140,000	272,732	228,566	25,000	203,566
2011	119,051	2,858	100,000	221,909	221,909	25,000	196,909
2010	120,855	2,858	75,000	198,713	198,713	0	198,713
2009	161,343	2,700	120,000	284,043	284,043	0	284,043
2008	157,812	2,700	235,000	395,512	395,512	0	395,512
2007	180,955	2,700	285,000	468,655	468,655	0	468,655
2006	217,773	2,700	300,000	520,473	103,616	26,000	77,616
2005	223,995	2,700	225,000	451,695	132,510	26,000	106,510
2004	153,892	2,700	165,000	321,592	128,650	26,000	102,650
2003	152,440	2,700	75,000	230,140	126,252	26,000	100,252
2002	145,722	2,700	70,000	218,422	123,293	26,000	97,293
2001	128,908	2,700	70,000	201,608	121,352	26,000	95,352
2000	128,908	1,569	50,000	180,477	117,818	26,000	91,818
1999	124,424	1,514	50,000	175,938	114,721	26,000	88,721
1998	106,489	1,296	50,000	157,785	112,915	25,500	87,415
1997	98,082	1,193	40,000	139,276	111,028	25,500	85,528
1996	75,663	921	40,000	116,584	107,795	25,000	82,795
1995	72,861	887	40,000	113,748	105,166	25,000	80,166
1994	61,652	750	40,000	102,402	102,402	25,000	77,402
1993	61,652	750	40,000	102,402	102,402	25,000	77,402
1992	61,652	750	40,000	102,402	102,402	25,000	77,402
1991	61,652	800	40,000	102,451	102,451	25,000	77,451
1990	61,652	865	37,500	100,016	100,016	25,000	75,016
1989	38,422	0	36,250	74,672	74,672	25,000	49,672
1988	21,801	0	27,500	49,301	49,301	25,000	24,301

1987	21,558	0	19,550	41,108	41,108	25,000	16,108
1986	21,679	0	18,300	39,979	39,979	25,000	14,979
1985	20,828	0	18,250	39,078	39,078	25,000	14,078
1984	19,639	0	18,250	37,889	37,889	25,000	12,889
1983	19,639	0	18,250	37,889	37,889	25,000	12,889
1982	19,992	0	13,050	33,042	33,042	25,000	8,042

Parcel Sales History

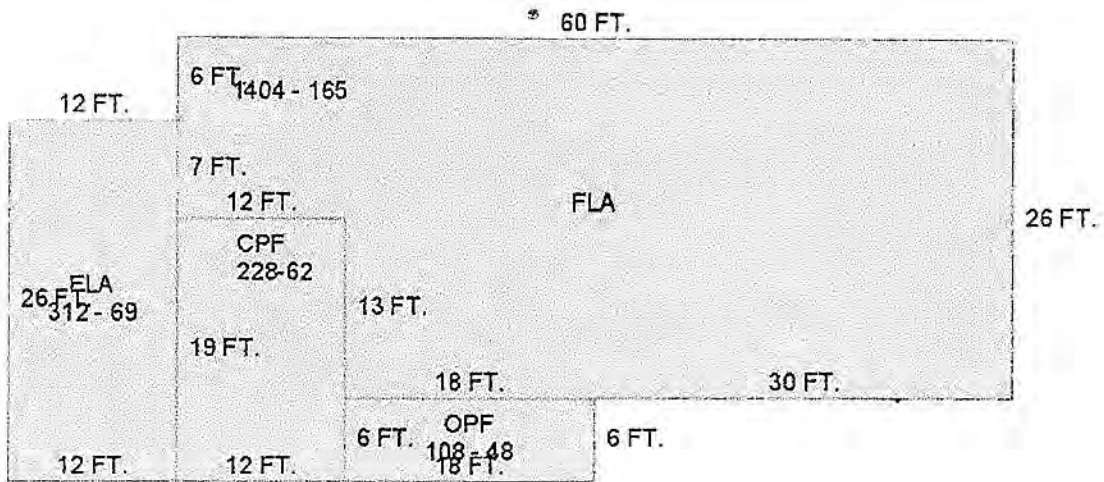
NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
2/5/2010	2452 / 877	253,000	WD	02*

This page has been visited 154,295 times.

Monroe County Property Appraiser
 Scott P. Russell, CFA
 P.O. Box 1176 Key West, FL 33041-1176

Glenn Miller's Unit.



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for increase
in wastewater rates in Monroe
County by K W Resort Utilities Corp.

Docket No. 150071-SU

EXHIBIT CAJ-7

DIRECT TESTIMONY

OF

CHRISTOPHER A. JOHNSON

on behalf of

K W Resort Utilities Corp.



KW Resort Utilities Corp

**6630 Front Street
Key West, FL 33040
305.295.3301
FAX 305.295.0143
www.kwru.com**

October 29, 2013

I, Mr. Todd Baad, hereby certify that I am legally the owner of a rental property described as follows:

191 Doubloon Lane (Downstairs Unit)
Cudjoe Key, Florida 33042

I agree to rent the above described unit to Mr. Theodore Yarboro for the period beginning on

November 1, 2013 at 12:01AM and ending on November 30, 2013 at 11:59PM.

I agree to rent the unit for payment of \$900.00 rent for the period described above and I require an additional \$200.00 for security deposit. The security deposit of \$200.00 shall be refundable to Mr. Theodore Yarboro under the terms and conditions of the lease agreement. In the absence of a controlling lease agreement the monies shall be returned, less all reasonable documented damages, to Mr. Yarboro within 5 days after Mr. Yarboro vacates the premises.

I, Mr. Todd Baad, as owner, hereby certify and accept KW Resort Utilities Check No.6265, in the amount of \$1,100.00 as payment for the rental period described herein, \$200.00 of which will be held in escrow as security deposit.

Further, in the execution of this agreement, I, Mr. Todd Baad, as legal owner, hereby agree to hold KW Resort Utilities Corp. harmless and agrees to indemnify KW Resort Utilities Corp. from any and all claims and causes of action brought by any party against KW Resort Utilities Corp. emanating from the rental of the property to Mr. Theodore Yarboro as provided under this agreement.

Signed and agreed to this day:

Owner, Todd Baad

Date



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Alternate Key: 1231576 Parcel ID: 00179560*000000

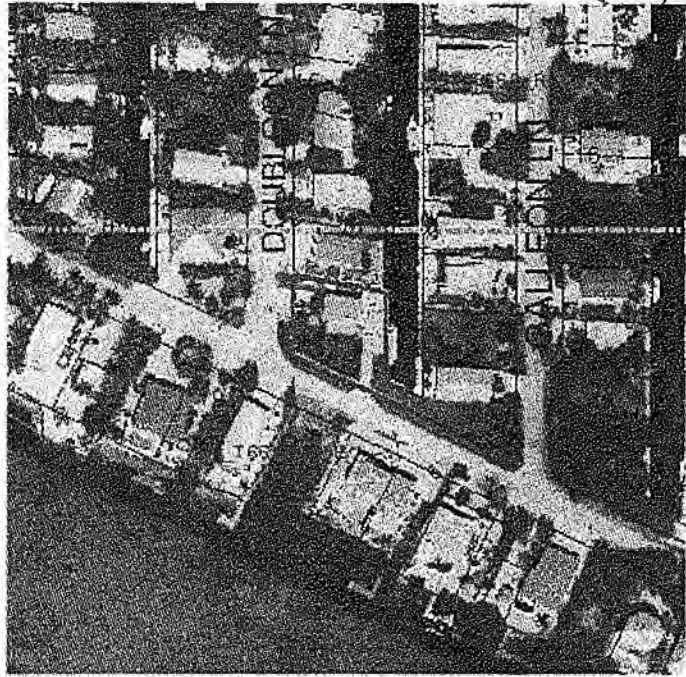
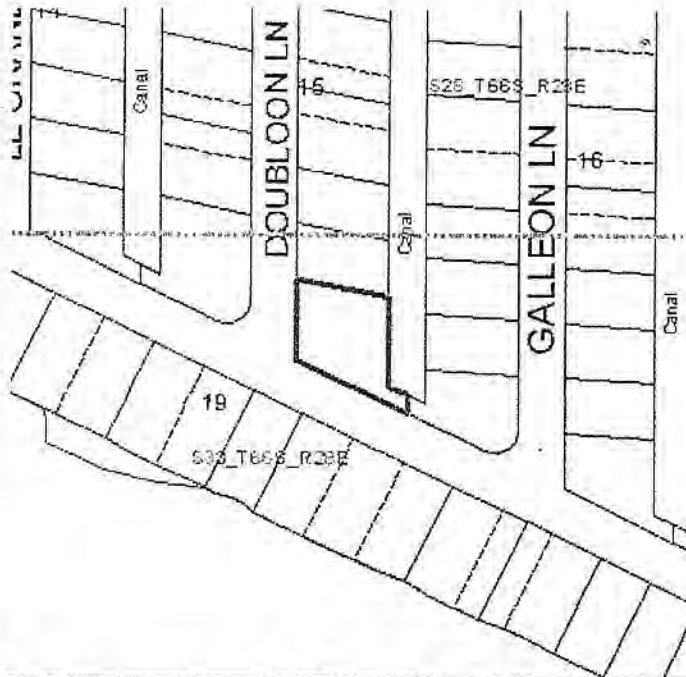
Ownership Details

Mailing Address:
BAAD TODD A AND DEBORAH A
191 DOUBLOON LANE
SUMMERLAND KEY, FL 33042-4229

Property Details

PC Code: 01 - SINGLE FAMILY
Millage Group: 100C
Affordable Housing: No
Section-
Township- 28-66-28
Range:
Property Location: 191 DOUBLOON LN CUDJOE KEY
Subdivision: CUTTHROAT HARBOR ESTATES
Legal BK 15 LT 15 CUTTHROAT HARBOR ESTATES CUDJOE KEY PB-4-165 OR284-517 OR374-556-557 OR839-1538 OR839-
Description: 1539 OR943-202D/C OR943-203 OR1127-2038AFF OR1127-2039DC OR1265-95/96

Click Map Image to open interactive viewer



Exemptions

Exemption	Amount
39 - 25000 HOMESTEAD	25,000.00
44 - ADDL HOMESTEAD	25,000.00

Land Details

Land Use Code	Frontage	Depth	Land Area
01EC - END CANAL	0	0	10,699.00 SF

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 0
 Total Living Area: 840
 Year Built: 1963

Building 1 Details

Building Type R1	Condition A	Quality Grade 450
Effective Age 26	Perimeter 136	Depreciation % 32
Year Built 1963	Special Arch 0	Gnd Floor Area 840
Functional Obs 0	Economic Obs 0	

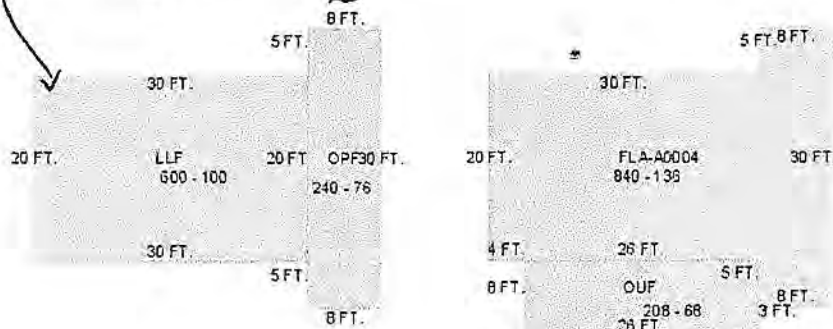
Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type FLAT OR SHED	Roof Cover ASPHALT SHINGL	Foundation CONC PILINGS
Heat 1 NONE	Heat 2 NONE	Bedrooms 2
Heat Src 1 NONE	Heat Src 2 NONE	

Extra Features:

2 Fix Bath 0	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0
6 Fix Bath 0	Intercom 0
7 Fix Bath 0	Fireplaces 1
Extra Fix 0	Dishwasher 0

Ted Yarbaro's unit 600sqft.
unit stair



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	LLF	11:VINYL SIDING	1	1997	N	Y	0.00	0.00	600
2	OUF	11:VINYL SIDING	1	1962	N		0.00	0.00	208
3	OPF		1	1999	N	Y	0.00	0.00	240
4	FLA	11:VINYL SIDING	1	1963					840

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	DK3:CONCRETE DOCK	100 SF	20	5	1975	1976	2	60
3	UB2:UTILITY BLDG	192 SF	16	12	1989	1990	2	50
4	CL2:CH LINK FENCE	1,150 SF	230	5	1995	1996	1	30
5	PT3:PATIO	200 SF	25	8	1964	1965	2	50
7	PT3:PATIO	180 SF	30	6	1997	1998	2	50
8	FN2:FENCES	384 SF	96	4	2000	2001	4	30

Appraiser Notes

2001-05-22 REMOVED THE NEGATIVE LAND ADJUSTMENT FROM .080 TO 1.00 FOR THE 2001 TAX ROLL. D.M.J. 2003/5/9. CHANGED EPB TO LLF ADDED OPF,CHANGED QG FROM 400 TO 450 EFF AGE 3 TO 4 AND COND G TO A.JHP

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	95-0062	01/01/1995	11/01/1995	6,200		VINYL SIDING
2	97-0652	04/23/1997	08/11/1998	500		SLAB
3	991995	07/28/1999	01/01/2002	1,000		FENCE & PRIVACY WALLS
	04101437	05/05/2004		1,800		280 SF OPEN PORCH

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2015	94,367	6,945	180,415	281,727	139,604	25,000	114,604
2014	95,839	6,545	190,783	293,167	138,496	25,000	113,496
2013	97,228	6,803	145,161	249,192	136,449	25,000	111,449
2012	97,228	7,082	157,604	261,914	134,168	25,000	109,168
2011	98,817	7,401	165,835	271,853	130,260	25,000	105,260
2010	100,006	7,672	152,889	260,567	128,335	25,000	103,335
2009	111,423	7,974	179,644	299,041	124,961	25,000	99,961
2008	108,231	8,294	406,552	523,087	124,836	25,000	99,836
2007	110,660	8,426	546,100	665,186	121,200	25,000	96,200
2006	166,541	8,579	546,100	721,220	118,244	25,000	93,244
2005	112,415	8,885	436,880	558,180	114,800	25,000	89,800
2004	79,578	9,147	273,050	361,775	111,456	25,000	86,456
2003	91,515	9,435	98,298	199,248	109,378	25,000	84,378
2002	100,539	9,743	98,298	208,580	106,815	25,000	81,815
2001	87,077	6,740	54,610	148,427	105,133	25,000	80,133
2000	87,077	6,120	39,319	132,516	102,071	25,000	77,071
1999	76,833	5,565	34,950	117,348	99,388	25,000	74,388
1998	71,711	4,710	26,213	102,633	97,823	25,000	72,823

1997	67,574	2,646	26,213	96,433	78,785	25,000	51,491
1996	61,782	2,473	26,213	90,468	76,491	25,000	49,626
1995	45,108	2,522	27,960	75,590	74,626	25,000	47,665
1994	42,289	2,416	27,960	72,665	72,665	25,000	47,665
1993	37,439	671	34,077	72,187	72,187	0	72,187
1992	37,439	678	34,077	72,193	72,193	0	72,193
1991	37,439	714	34,077	72,229	72,229	0	72,229
1990	37,439	750	31,018	69,207	69,207	0	69,207
1989	31,311	707	31,018	63,036	63,036	0	63,036
1988	25,668	624	23,592	49,884	49,884	0	49,884
1987	25,447	650	21,844	47,941	47,941	0	47,941
1986	25,551	681	24,028	50,260	50,260	0	50,260
1985	25,015	0	22,959	47,974	47,974	24,487	23,487
1984	23,896	0	22,959	46,855	46,855	23,927	22,928
1983	24,166	0	22,959	47,125	47,125	17,974	29,151
1982	19,894	0	15,054	34,948	34,948	17,974	16,974

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
7/1/1993	1265 / 95	130,000	<u>WD</u>	<u>K</u> *
7/1/1981	839 / 1539	11,600	<u>WD</u>	<u>U</u>

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Monroe County Property Appraiser
 Scott P. Russell, CFA
 P.O. Box 1176 Key West, FL 33041-1176

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for increase
in wastewater rates in Monroe
County by K W Resort Utilities Corp.

Docket No. 150071-SU

EXHIBIT CAJ-8

DIRECT TESTIMONY

OF

CHRISTOPHER A. JOHNSON

on behalf of

K W Resort Utilities Corp.

Richard Horn Information Regarding Deduct Meters at Key West Harbour Yacht Club.

----- Forwarded message -----

From: **Richard Horn** <rhorn@marinaclubsfl.com>

Date: Tue, May 24, 2016 at 2:27 PM

Subject: RE: Key West Harbour

To: Gary Centonze <garysplumbing1@aol.com>

Cc: "judikwru@gmail.com" <judikwru@gmail.com>, Esther Alvarez <esther@marinaclubsfl.com>

I will look forward to this, and thank you!

Esther – FYI, and I will keep you informed.

Richard Horn

General Manager

Key West Harbour

6000 Peninsular Ave.

Key West, FL 33040

O:[305-292-3121](tel:305-292-3121)

C:[941-524-0062](tel:941-524-0062)

F:[305-292-3112](tel:305-292-3112)

From: Gary Centonze [<mailto:garysplumbing1@aol.com>]

Sent: Tuesday, May 24, 2016 2:21 PM

To: Richard Horn

Cc: judikwru@gmail.com

Subject: Re: Key West Harbour

Richard,

I had a meeting with Kirk Zuelch Executive Director of the FKAA in reference to the deduct meters program. I provided him with the history of how the existing meters were installed with the acknowledgement of the KWRU and that the bulk of water consumed on this property did not enter the sanitary sewer system. We will be setting up a on-site meeting with the Director of Operations ,Tom Walker next week to review the present installation and the possibility of having the FKAA provide

meters that will continue monitoring water consumption that is discharged in the sewer system. Tom is presently out of town and will return on Friday when we can schedule the meeting.

Gary

Gary's Plumbing and Fire, Inc

6409 Second Terr Ste 1

Key West, FL 33040

(305) 296-6013

(305) 292-4978 Fax

-----Original Message-----

From: Richard Horn <rhorn@marinaclubsfl.com>
To: garysplumbing1 <garysplumbing1@aol.com>
Cc: judikwru <judikwru@gmail.com>
Sent: Mon, May 16, 2016 12:51 pm
Subject: Key West Harbour

Gary - the deduct meters that were installed way back when - after discussion with Chris Johnson - are no longer being recognized by the Public Service Commission.

I would like you to pursue a program for aimed at non-sewer water usage.

Also, per your guidance, am also informing Judi that we have zero(0) dedicated lines.

I look forward to seeing your proposal.

Richard Horn
General Manager
Key West Harbour
6000 Peninsular Ave.
Key West, FL 33040
O:305-292-3121
C:941-524-0062
F:305-292-3112

--
Judi Irizarry
Accounts Manager

www.judikwru@gmail.com

T: 305/295-3301
F: 305/295-0143

KW Resort Utilities Corp
P. O. Box 2125
Key West FL 33045

View or Pay Your Bill On-Line: www.kwru.com

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