



Wills | Trusts | Probate | Real Estate | Guardianship | Elder Law | Business Law

February 20, 2017

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. 160065-WU; Application for an increase in water rates in Charlotte County
by Bocilla Utilities, Inc.
Our File No. 47016.04

Dear Ms. Stauffer:

Attached are the responses of Bocilla Utilities, Inc., (“BUI”) to Staff’s Fourth Data Request dated February 13, 2017.

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

Very truly yours,

/s/ Martin S. Friedman

MARTIN S. FRIEDMAN
For the Firm

MSF/
Enclosure

cc: Craig Noden(via email)
Ray Flischel (via email)
Margo Leathers, Esquire (via email)
Patty Christensen, Esquire (via email)

BOCILLA UTILITIES, INC.

STAFF'S FOURTH DATA REQUEST RESPONSES

1) Since the golf cart was the Utility's only means of transportation in the test year 2015, the Utility believes that a \$619 operating expense for a item that is used every day in the company's business, stored rent free, with no charge for electric is a very reasonable and frugal investment. No allocation for KIU indirect expenses is required because with or without KIU contract, this expense would be required and is reasonable. The agreement with KIU it is month to month and can be terminated at any time. Please also see utility's response to staff's third data request item 19(a).

2) The utility computation of Knight Island Utility's ERC's is attached.

3) Bocilla Utility provides a plant operator to Knight Island Utility on a month by month verbal agreement of \$1,000 per month. Thus, the calculation of 20% of the operator's salary to KIU, a \$60,000 annual salary versus a \$12,000 contract. This does not represent 20% of the operator's time but has somehow developed into that. The Utility firmly believes this contract saves the ratepayers of BUI annual salary as this contract does not take 20% of the operator's salary and much more this contract is at the desire of KIU. These services have been itemized in the Utility's response to the Staff's Third Data Request 19 (a). Please find attached the contract between Englewood Water District and Bocilla Utilities, Inc. and the contract between Bocilla Utilities, Inc. and Knight Island Utilities, Inc. It should not be forgotten that the interconnect pipe was the smallest size in order to serve BUI customers and provide fire flow. There was no assurance that KIU would contribute to the interconnect project that BUI permitted, financed, completed and is using to supply water to its customers. No pipes were upsized on either the mainland or the island to provide service to KIU. The agreement BUI has with KIU was entered into after the interconnection was completed. It is to BUI's customers' benefit that KIU decided to hook-up to BUI's distribution line rather than continuing to produce water at their RO facility on the Palm Island Resort property. The monies that KIU pays BUI would have been costs to the customers of BUI if KIU had not connected.

4. To resolve any related third party issues, Palm Island Transit (barge company) has agreed to offer BUI an annual commercial pass that will provide the same cost savings that Islander Management Company has been able to pass on over the years. The agreement between Bocilla Utilities, Inc. and Palm Island Transit Company in the process of being memorialized in writing and will be provided to staff upon receipt.

5. Utility has provided all of 2015 and Jan. to Sept. 2016 in response to Staff's Second Data Request. The Utility believes this should be sufficient to show the correctness of this expense and the expense to research an additional 2 1/2 years does not justify the benefit of such information..

6. The Utility provided these items during the field audit, but will again research these costs and attempt to locate the invoices for this zone. It will take more time than presently available with the limited administrative staff, but with the assistance of Mr. Flischel the invoices will be organized as best as possible.

7. These were previously provided to audit staff and BUI will seek to have those documents transferred to Tallahassee Staff. Otherwise, this will also take additional time as administrative assistance is required.

8(a) The employee who installed the meters is Daniel Webster Occasionally if he needed any assistance, the part time contractor would assist. The time spent by both has been calculated to determine the 4 hour installation.

8(b) The time spent was determined by an average amount of time per meter, which was 4 hours at the rate of \$20 per hour. An additional amount of \$30 per meter was capitalized for employee overhead, thus \$30 overhead for \$80 of labor time. The cost of the parts, previously submitted to PSC Staff is \$235, so in total a cost of \$345 was capitalized per meter, 104 meters were installed or an amount of \$35,880. This amounts includes employee salary, contractor cost, overhead and cost of the meter.

8(c) Cost of salaries capitalized reduced overall salaries as shown in MFR schedule B-7 as indicated in other responses to Staff Data Requests.

8(d) No, if anything, additional cost may be incurred as most of the meters being replaced are 15 to 22 years of age, as meters get older they tend to not read correctly, or run slowly thus incurring a lost of revenue. At the end of the four year program almost all old meters will have been replaced. Additionally by extending the program the cost of supplies and labor will likely increase over this extended time period.

9(a) & (b) This will require an engineer response and will be completed in the upcoming week.

10(a) Cost of the program does not change if it becomes a five year project instead of a two year project, the exception to this is increased cost of labor and materials which one would expect to increase more over 5 years than over two years..

10(b) The Utility must perform these services over the next two years as the hydrants are showing signs of corrosion and need attention. At the end of the two year project, which at this stage will not be completed until late 2019, the Utility will likely be filing for another rate case at the end of 2019, with 2019 being the test year which will allow Staff to review this program and determine the proper time frame of future maintenance. But at the present, the 62 fire hydrants need to be serviced in the next two years.

10(c) No, there is no employee time available to perform this service.

11. The Utility will compile complains incurred since connection to Englewood Water District in July of 2014 and any low pressure complaints before that are not at issue since the whole process of delivering water has changed. To research and report on low pressure complains before that time period would not justify the expense involved. Some of these matters have previously been addressed in a response to an e-mail received from Mr. Adam Hill on January 12, 2017.

12. The amount of water flushed in 2015 & 2016 was not done to control the nitrification or biofilm issue but to meet the DEP standards of residual disinfection in the Utility's distribution system. As shown in Schedule F-1 of the MFR filing, the amount for 2015 was 3,650,000 gallons. the

problem did not start to occur until August of 2015, so there were only 5 months of flushing, for the year 2016 there was almost 9,000,000, this accounts for a complete year. As can be seen by the above numbers this represents over 700,000 gallons of water per month. The company has erred in not requesting that this water for flushing be accounted for over a year and not just the 5 months once the problem occurred. Additional revenue is required to account for the continued flushing operations due to DEP regulations on the use of Chloramine.

13. There are no assurances that the chloramine feed system will reduce the need for flushing. The Utility is going to have its engineer address this issue in the next week.

14. The Utility has consistently asked for the purchase of a truck; however in the Staff's Recommendation they recommended a lease. Please see answers to Staff Data Request #1 for invoice of the purchase of a box truck and explanation of its use. Also the Utility believes that the purchase of a new truck is the best interest option as the Utility keeps and maintains its assets for a long period of time. By doing this, the purchase of a new truck is more cost effective than a used truck. In addition the size of the Utility does not matter in purchasing a new or used truck, only the cost effectiveness. The Utility last purchased a truck in 1995.

15. See answer to Staff Data Request #1, copy of invoice provided.

16. See attached policy.

17(a) The officer calculates the amount of water used by Bocilla Utilities and Knight Island Utilities once a month by the meter reading at the Knight Island interconnect.

17(b) Less than 1%. The above activity and maybe an occasional phone call with KIU are the only non-utility activities the officer engages in. The officer has no other active businesses. The allocation of 10% was far in excess of the actual and the Utility requests the Staff to reconsider this allocation and include 100% of Mr. Noden's salary.

17(c) The above in 17(a) is the only non-utility activity, this takes ½ hour each month, no other work papers are available.

17(d) The allocation on the MFR represents an allocation of 10% to non-utility activities, this is in error, it should be less than 1%.

18(a) Officer has elected not to be covered by worker's compensation, again saving the ratepayers money.

18(b) None

19(a) See answer to 17(a)

19(b) None

19(d) Officer has no pensions or benefits; only the operator, thus 20% of the total pensions and benefits have been allocated.

19(e) No work papers, a simple 20% times the total amount.

19(g) Mr. Flischel is not attending the Agenda Conference as a director, but is doing so as the rate consultant. This is the Utility's first full rate case and it is prudent to have the accountant who has handled the Utility's books from inception to be available not only to state affirmative positions, but to answer historical questions that may arise. It is not uncommon business to have a former CPA on the company's board of directors. Compensation for business services are at the standard rate for outside services of a board of director. (See general discussion of board of directors).

19(h) Only one mileage allowance will be required as Mr. Noden and Mr. Flischel will be travelling together.

19(I) See attached documentation. Hotel costs in Tallahassee increase during the legislative session.

19(j) See attached updated schedules. This response will be supplemented with additional rate case expense documentation.

19(l) See answer to 8(a)

19(m) See answer to 8(b)

19(n) See answer to 8(c)

19(o) Not a request to respond to.

19(p) Island Management Group, LLC is a wholly owned company of Mr. Noden's that passes direct costs for telephone and bargaining thru to Bocilla Utilities. Since this transaction has generated such scrutiny, the Utility has obtained a new contract with Palm Island Transit in the Utility's name and also has entered into a new phone contract with Verizon. No further related transactions will occur. The costs incurred in 2015 are in line with the new contracts. Copies of these contracts will be provided when they are received.

19(q) Islander Properties, Inc. is a company owned by Robert and Robin Madden. They are of no relation to Mr. Noden, nor does Mr. Noden have a financial interest in the operation of that company; he has no right to any income or loss. The name is similar because Mr. Noden sold 100% of that business to the present owners over ten years ago. Islander Management Company, LLC is a non active LLC that holds a title to a personal asset of Mr. Noden's. This LLC has no dealings with Bocilla Utilities, Inc. and requires no business related time from Mr. Noden. The total time required for this company is the filing of the annual report, which is done on Mr. Noden's personal time. Also see answers 8(c) and 8(d) in answer to Staff's Second Data Request.

19(r) There is no relationship between Islander Management Group, LLC and Bocilla Utilities, Inc. except the direct pass thru of expenses. As explained earlier separate contracts have been obtained for the two pass thru expenses. There is no relationship between Islander Properties, Inc. and Bocilla Utilities, Inc; they are not related parties. Bocilla Utilities sublets office space from Islander Properties, Inc. at the rate of \$265 per month presently. The Utility has researched other offices and finds that this rent is a very reasonable rate.

19(s) Bocilla shares no assets or expenses with Islander Management Company, LLC. Islander Management Group, LLC has flow-thru expenses that BUI reimburses at cost (without mark-up); again independent contracts for these two items have been obtained to stop all related party transactions. Mr. Noden may occasionally use an item of the Utility's, and the reverse is more common, the Utility may use an item of Mr. Noden's. These are minor and happen infrequently. Most notably is the use of one of Mr. Noden's personal golf carts if the Utility's golf cart is broken, in for maintenance or otherwise being used. This would be the most frequent occurrence of unrecorded uses of related assets.

19(t) The Utility only sublets the space from Islander Properties and has no access to what Islander Properties pays for total rent. Islander Properties, Inc. Is owned by individuals unrelated to Mr. Noden. Mr. Noden owns no stock of this company, no income or loss is attributable to Mr. Noden. Some longtime customers of the Utility may remember when Mr. Noden owned Islander Properties, Inc., but that has not been a fact for over ten years; thus, those concerns should stop being addressed. And as a final note the rent of \$265 per month for office space near the island is very reasonable and an inordinate amount of time is being spent on a fairly reasonable Utility expense that the field auditors verified, and they actually spent time in the office. The office address is used on many items since the island does not have mailing addresses or a zip code, this results in all of the corporations listing this address as a business address; however, it is not an indication of related business activity.

Officer and Operator Salaries:

The Staff, OPC and HOA have all suggested that compensation should be reduced. The Utility must disagree. Each of these categories are less than a competitive wage study done by a local utility. (Englewood Water District). There are no benefits for the officer and only health insurance offered to the operator. The AWWA wage study does not address the unique environment that the operator and officer must live in for Bocilla Utilities, Inc. One of these TWO INDIVIDUALS must be available, 24 hours a day, seven days a week. Evenings, long weekends must be coordinated, life is at the mercy of the phone they must carry. Fireman are paid to sit around, until they are needed. The Utility is somewhat different, but sometimes employees can leave early and go home, but that does not mean they are not on call. This is a problem with a small utility. All of the above indicates that the employees of the utility are being compensated fairly and reasonable for the duties and time requirements, placing a value on, on call time is not easy. The Utility request all compensation to be allowed.

BUI/EWD BULK WATER AGREEMENT

BULK WATER AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 2013, by and between the Englewood Water District, having its principal place of business at 201 Selma Avenue, Englewood, Sarasota County, Florida 34223 ("DISTRICT") and Rocilla Utilities, Inc., having its principal place of business at 7025 A Placida Road, Englewood, Florida, 34224 ("UTILITY");

WITNESSETH:

WHEREAS, DISTRICT is an independent special district of the State of Florida with the authority to provide Water service within and without its boundaries; pursuant to Chapter 2004-439 Laws of Florida; and

WHEREAS, UTILITY is a Florida corporation with full power and authority to enter into this Agreement, to carry out the transactions contemplated hereunder, and to carry out its obligations hereunder; and

WHEREAS, DISTRICT currently has a 5.36 MGD Water Distribution Facility with available capacity; and

WHEREAS, UTILITY desires bulk water delivery from DISTRICT'S Water Distribution Facility as a bulk Water customer at the established bulk Water rate.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is mutually agreed by and between the parties hereto as follows:

1. UTILITY shall continue to operate as a water utility, providing water to its customers. DISTRICT is providing Bulk Water to the meter for UTILITY to distribute to UTILITY'S customers.

2. UTILITY shall be responsible for design, permitting (including any required modification of DISTRICT'S operating permit), and construction of any Water system(s), (exclusive of providing a bulk Water meter) that may be necessary in order to connect to and operate DISTRICT'S Water system in accordance with this Agreement.

3. UTILITY shall be responsible to conduct all investigations and testing as may be required in order for UTILITY to connect to DISTRICT'S Water system. UTILITY shall be responsible for acquiring all easements and rights of way necessary in order to connect UTILITY'S Water system to DISTRICT'S Water system at the designated Point of Connection. The Point of Connection of UTILITY'S Water system to DISTRICT'S Water system shall be designated by DISTRICT in its sole discretion.

4. UTILITY shall construct all Water systems pursuant to the terms of this Agreement and DISTRICT'S standards on DISTRICT'S side of the meter. UTILITY shall submit all drawings and specifications to DISTRICT for approval prior to submittal to the Department of Environmental Protection.

5. Any portion of the transmission systems constructed by UTILITY pursuant to this Agreement within the geographic boundary of the DISTRICT shall be conveyed with associated easements to DISTRICT after Department of Environment Protection certification of completion and prior to any service being provided by DISTRICT per terms of this Agreement. DISTRICT, at its own expense, shall install an appropriate metering device at a location determined by DISTRICT for the purpose of determining the amount of Water distributed monthly to UTILITY.

6. Upon UTILITY connecting its Water system to DISTRICT's Water system, DISTRICT shall use reasonable diligence to provide continuously bulk Water delivery to UTILITY. DISTRICT shall not be liable to UTILITY for any interruption of service. Water delivered by DISTRICT, through the meter, shall meet or exceed all regulatory requirements. UTILITY shall be responsible for all water issues, including quality and quantity, for water beyond the meter.

7. The current DISTRICT Government/Bulk Wholesale Water rate is \$2.98 per 1,000 of metered Water flow. There is no monthly base charge for availability. The Water rate for all bulk customers is subject to change from time to time, consistent with DISTRICT Customer Rules and Regulations, upon 90 days notice.

8. UTILITY shall pay DISTRICT'S monthly invoice for all Water passing through the meter within thirty (30) days after receipt of the invoice. In the event that payment is not made within thirty (30) days after receipt of the invoice, UTILITY agrees to pay interest at a rate of one and one half percent (1.5%) per month on the outstanding balance until paid in full.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State of Florida, whether state, local or federal, and further agree that venue shall lie in Charlotte County, Florida.

10. A breach of this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. If any party breaches any obligation herein, then, upon receipt of written notice by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured. If either party breaches this Agreement, the injured party may seek damages or specific performance to the extent allowed by law; however, neither party waives its rights, privileges, or immunities. Notwithstanding the foregoing, DISTRICT shall not be deemed to be in breach of this Agreement for any interruption in service.

11. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

TO DISTRICT:
Englewood Water District
ATTN: Michael Ray, Administrator
201 Selma Avenue
Englewood, FL 34223

WITH A COPY TO:
Robert Bernisson, Esq.
18401 Murdock Circle, Suite C
Port Charlotte, FL 33948

TO UTILITY:
Bocilla Utilities, Inc.
ATTN: R. Craig Noden
7025 - A Placida Road
Englewood, Florida 34224

WITH A COPY TO:
Martin S. Friedman
Sundstrum, Friedman & Fumero, LLP
766 North Sun Drive - Suite 4030
Lake Mary, Florida 32746

12. The parties may, by notice in writing given to the other, designate any future or different addresses to which the subsequent notices, certificates, or other communications shall be sent. Any such notice shall be deemed given on the date such notice is delivered by hand or by facsimile transmission or five (5) days after the date mailed.

13. No amendment, appendix, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties hereto.

14. In the event that the performance of this Contract is prevented or interrupted in consequence of any cause beyond the control of DISTRICT, including but not limited to, Acts of God or of a public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping, transmission or other facilities, and all governmental rules or acts or orders or restrictions or regulation or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation by governmental entities having jurisdiction, over the operation of DISTRICT or otherwise having valid legal jurisdiction, excluding any acts or rules or regulations adopted by DISTRICT, or rule or ruling or order, order or decree or judgement or restraining order or injunction of any court, said party shall not be liable for such non-performance.

15. It is agreed by and between the parties hereto that all words, terms, and conditions herein contained are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

16. This Agreement is solely for the benefit of the parties hereto and no other causes of action upon, or hereof, is to or for the benefit of any third party, who or which is not a formal party hereto.

17. The Englewood Water District Customer Rules and Regulations ("Rules"), which are subject to revision from time to time, are incorporated into this Agreement by reference. This Agreement will control should there be any conflict between this Agreement and the Rules. However, any amendments to the Rules shall automatically be incorporated herein. Notwithstanding the foregoing, the DISTRICT'S Water Adjustment Rules, currently contained within section 13.5 of the RULES, do not apply to UTILITY or this Agreement.

18. UTILITY agrees to indemnify and hold DISTRICT harmless from and against any and all liabilities, claims, damages, costs, and expenses (including reasonable attorney fees) to which DISTRICT may become subject by reason of or arising out of this Agreement. Nothing herein shall constitute a waiver of sovereign immunity pursuant to state law.

19. This Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

20. This Agreement is the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understanding, negotiations, and discussions of the agreements, understanding, negotiations, and discussions of the parties, whether oral or written, and there are not warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

IN WITNESS WHEREOF, DISTRICT and UTILITY have caused this Agreement to be duly executed and entered into on the day and year first above written.

(SEAL)

ATTEST:

By: Teresa Herzog
Teresa Herzog
Secretary to the Board

ENGLEWOOD WATER DISTRICT
BOARD OF SUPERVISORS

By: Taylor Meals
Taylor Meals, Chair
Board of Supervisors

ATTEST:

By: [Signature]
Print: J. Julie Murray

BOCILLA UTILITIES, INC

By: [Signature]
Print: R. Craig Noden
Its: President

EXHIBIT # 16

WATER ADJUSTMENT RULES

BASED ON CIRCUMSTANCES, FACTS AND EVIDENCE AVAILABLE, THE UTILITY MAY AUTHORIZE, AT THEIR SOLE DISCRETION, A REDUCTION TO THE **USAGE CHARGE** PORTIONS OF A CUSTOMERS BILL. THERE WILL BE NO ADJUSTMENT OF THE WATER BASE FACILITY CHARGE.

The WATER USAGE charge portion of the bill may be reduced by 50% if ALL of the conditions listed below are met:

1. The account must be in existence for a minimum period of one year.
2. The usage must be at least three times the annual average monthly usage, based on the last 12 month consumption history.
3. The cause of water consumption cannot easily be determined, or would not be readily apparent to the Customer, either audibly or visibly and was not the result of any carelessness or negligence on the part of the Customer, or any other party.
4. The utility has not granted an adjustment under this section to this account in the previous three (3) years

BUI/KIU AGREEMENT

AGREEMENT

THIS AGREEMENT made and entered into this 30th day of JUNE, 2014 by and between BOCILLA UTILITIES, INC., a Florida corporation ("BUI"), whose address is 7025-A Placida Road, Englewood, Florida 34224 and KNIGHT ISLAND UTILITIES, INC., a Florida not for profit corporation ("KIU"), whose address is 7092 Placida Road, Cape Haze, Florida 33946.

RECITALS:

- A. BUI owns and operates a water treatment and distribution system ("BUI System") serving customers on Don Pedro Island and Palm Island.
- B. KIU owns and operates a water treatment and distribution system ("KIU System") serving customers at the Palm Island Resort.
- C. BUI and KIU have completed the construction of three (3), six (6) inch HDPE pipes which were directionally bored under the Intracoastal Waterway connecting Palm Island with the mainland at the west end of Panama Blvd. ("Subaqueous Project"). The Subaqueous Project was funded equally by BUI and KIU and has sufficient capacity to serve the customers of BUI and KIU at build-out.
- D. BUI has entered into a Bulk Water Agreement with the Englewood Water District ("EWD") to obtain a sufficient quantity of water to serve its customers, and KIU intends to enter into a Bulk Water Agreement with EWD to obtain a sufficient quantity of water to serve its customers.
- E. BUI is currently designing, permitting and financing a water transmission main and booster station which will connect the EWD water system on the north side of Buck Creek to the BUI water system on the West end of Panama Blvd.
- F. Once this transmission main is connected to the Subaqueous Project both BUI and KIU will have the opportunity to decommission their respective water treatment facilities located on the islands.
- G. BUI and KIU desire to memorialize their agreements regarding the ownership of the Subaqueous Project and the provision of potable water service to KIU.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. RECITALS. The foregoing recitals are true and correct and incorporated herein.
- 2. SUBAQUEOUS PROJECT. In consideration of the mutual covenants set forth herein, and without payment by either party to the other, BUI shall assume sole ownership of two (2) of the six (6) inch HDPE pipes (north and center), and KIU shall assume sole ownership of one (1) of the six (6) inch HDPE pipes (south). The parties shall execute such further documents as are necessary to effectuate these ownership interests.
- 3. SERVICES.
 - 3.1. BUI shall allow water purchased by KIU from EWD to flow through its distribution system ("Services"), subject to the terms and conditions hereof.
 - 3.2. In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise

expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice, as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

3.3. The term "Force Majeure", as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, act of the public enemy, order of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

4. FEES AND CHARGES.

4.1. As consideration for BUI providing Services to KIU, KIU shall pay as follows:

4.1.1. An amount for each thousand gallons of potable water delivered to KIU at the Water Connection Point (as hereinafter defined), as registered on the meter shall be paid directly to EWD at the then current rates charged by EWD, pursuant to KIU's agreement with EWD. BUI will read the Meter monthly and provide a statement of the number of gallons used and current EWD rate to KIU. KIU shall pay EWD within ten (10) days of invoice from BUI. Should BUI not receive payment within ten days and BUI pays such amount to EWD on its behalf, such amount shall bear interest at the maximum rate permitted by law..

4.1.2. \$2.52 per thousand gallons of water used by KIU as registered on the Meter at the Water Connection Point shall be paid to BUI, with a minimum annual payment based on 21,000,000 gallons. However, the 21,000,000 annual minimum shall become effective upon either sixty (60) days from the execution by both parties or when Jim Elder has notified KIU in writing that EWD is able to fully provide all water required by KIU, whichever occurs ^{LATER} sooner. KIU may read the meter to confirm usage from time to time. Beginning one year from the date of this Agreement this amount is subject to increase annually based upon the price index established annually by the Florida Public Service Commission pursuant to Section 367.081(4)(a), Florida Statutes, but not to exceed two percent (2%) per year.

4.2. BUI will invoice KIU monthly for the charges provided for in paragraph 4.1.2 based upon meter readings for water as of the last business day of each month. Each invoice will show the prior month's reading, the current month's reading, the total number of gallons of potable water supplied to KIU, the applicable gallonage rate, and the amount owed and unpaid to BUI. KIU shall pay the amount due as shown on the invoice within twenty (20) days of mailing of the invoice from BUI. Any failure to pay on or before the due date shall be considered delinquent and subject KIU to late payment fees, possible termination of service and any other rights and remedies BUI may have under applicable law. Any invoice not paid within twenty days shall bear interest at the maximum rate permitted by law.

pendency of any disputes between the parties. If BUI fails to do so, KIU shall be entitled to obtain a temporary and permanent injunction against BUI and recover its reasonable attorney's fees and costs in connection with same.

13.10. This Agreement shall not be deemed to confer the favor of any third parties or any rights whatsoever as third-party beneficiaries. The parties hereto intend by the provisions hereof to confer no such benefits or status.

13.11. The obligations of the parties under this Agreement shall be contingent upon KIU executing an agreement with EWD for the purchase of water.

14. TERM.

14.1. This Agreement shall become effective pursuant to Section 4.1.2 above and shall continue for an initial term of thirty (30) years.

14.2. The term of this Agreement shall be automatically extended for additional successive thirty (30) year periods unless terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized so to do and have affixed their corporate seals the day and year first above written.

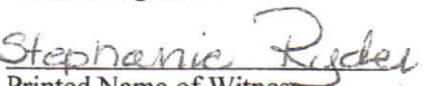
Bocilla Utilities, Inc.

By:


Craig Noden

Its: President


Witness Signature


Printed Name of Witness

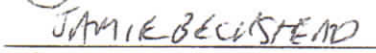
Knight Island Utilities, Inc.

By:


Dean Beckstead

Its: President


Witness Signature


Printed Name of Witness

WATER ADJUSTMENT RULES

BASED ON CIRCUMSTANCES, FACTS AND EVIDENCE AVAILABLE, THE UTILITY MAY AUTHORIZE, AT THEIR SOLE DISCRETION, A REDUCTION TO THE **USAGE CHARGE** PORTIONS OF A CUSTOMERS BILL. THERE WILL BE NO ADJUSTMENT OF THE WATER BASE FACILITY CHARGE.

The WATER USAGE charge portion of the bill may be reduced by 50% if ALL of the conditions listed below are met:

1. The account must be in existence for a minimum period of one year.
2. The usage must be at least three times the annual average monthly usage, based on the last 12 month consumption history.
3. The cause of water consumption cannot easily be determined, or would not be readily apparent to the Customer, either audibly or visibly and was not the result of any carelessness or negligence on the part of the Customer, or any other party.
4. The utility has not granted an adjustment under this section to this account in the previous three (3) years

**KNIGHT ISLAND UTILITIES, INC
COMPUTATION OF ERC'S
SCHEDULE 1**

Building Complex	# of buildings complete	# of buildings not complete	total buildings	# of units/ total building units	
Palm Island Village I	8	0	8	4	32
Palm Island Village II	10	0	10	4	40
Beach Villas	6	0	6	4	24
Gulf Villas	4	3	7	4	28
Seaside	9	5	14	4	56
Bay Villas	7	10	17	4	68
Club Villas	3	0	3	4	12
Lands End Cottages	17	6	23	2	46
Gulf Homesites	15	13	28	1	28
Rum Cove Homesites	4	6	10	1	10
Rum Bay Homesites	0	5	5	1	5
Restaruant	150 seats at 40 gals per seat/300 ERC				20
Swimming Pool	200 person capity at 10 gal per person/300 ERC				7
Reception Center	1	0	1	1	1
Recreation Area	1	0	1	1	1
 Total ERC's					 378
 Utility rounded to					 400

Fairfield Inn & Suites Tallahassee Central Fairfield Inn & Suites Tallahassee Central

2997 Apalachee Parkway Tallahassee, FL 32301 USA

- [+1-850-210-1210](#)
 - Phone: +1-850-210-1210
 - Fax: +1-850-210-1211
 - Sales: +1-850-210-1210
 - [Toll-free Reservations Worldwide](#)
- [Photos](#)
- [Save](#)

Reservation Step 1 of 3

Review Reservation Details

Continue

Next, you'll provide your information

1. Your selection

Fairfield Inn & Suites Tallahassee Central

2997 Apalachee Parkway Tallahassee, FL 32301 USA



Check in: Monday, April 3, 2017 -

Check out: Tuesday, April 4, 2017

Room(s): 1

Room(s) per room: 1

Room(s) / 1 Guest(s) per room

Room type(s): Guest room, 1 King

[details](#)

2. Your requests

Pending Request(s) Room

Room 11

High Floor Room

Request received

[Edit Request\(s\)](#)

3. Summary of Charges

1 room(s) for 1 night(s)

Prices in USD

Monday, April 3, 2017

• 179.00

Total cash rate

179.00

[Total taxes and fees](#)

22.38

Total for stay in hotel's currency

• 201.38 USD

Our best rate. Guaranteed.

[FREE Cancellation](#) You may cancel your reservation for no charge until April 2, 2017 (1 day[s] before arrival). [Learn more](#)

Additional Charges

- Complimentary on-site parking
- Changes in taxes or fees implemented after booking will affect the total room price.

4. Confirm detail

Bocilla Utilities, Inc.
 Docket No. 160065-WU
Coenson Friedman, P.A.

- Actual Attorney Fees through February 14, 2017 (Invoices & Report Attached or previously provided): \$24,033.00 (**includes** \$504.00 to correct deficiencies)
- Actual Costs through February 14, 2017 (Invoices Attached or previously provided): \$1,397.31
- Filing Fee: \$2,000.00 (**not** included in costs above)

ESTIMATE TO COMPLETE RATE CASE THROUGH PAA ORDER

<u>Hours</u>	<u>Description</u>
2.0 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; conference with client to prepare for Agenda
4.0 hrs.	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.
12.5 hrs. @ \$370/hr.	\$4,625.00 – TOTAL ESTIMATED ATTORNEYS FEES

Estimate of costs to complete:

\$ 10.00 Estimated photocopier and miscellaneous costs

TOTAL ACTUAL AND ESTIMATED LEGAL FEES: \$28,658.00

TOTAL ACTUAL AND ESTIMATED COSTS: \$1,407.31

FILING FEE: \$2,000.00

Client Ledger

ALL DATES

Date	Received From/Paid To	Chq#	General		Bld	Trust Activity			
Entry #	Explanation	Rec#	Rcpts	Disbs	Inv#	Acc	Rcpts	Disbs	Balance
36	Bocilla Utilities, Inc								
47016.04	2015 TEST YEAR RATE CASE								
									Resp Lawyer: MSF
UNBILLED			BILLED			BALANCES			
TOTALS	CHE + RECOV + FEES = TOTAL		DISBS + FEES + TAX - RECEIPTS				= A/R		TRUST
PERIOD	0.00 0.00 1739.00 1739.00		3397.31 22294.00 0.00 23521.31				2170.00		0.00
END DATE	0.00 0.00 1739.00 1739.00		3397.31 22294.00 0.00 23521.31				2170.00		0.00

FIRM TOTAL	CHE + RECOV + FEES = TOTAL		DISBS + FEES + TAX - RECEIPTS				= A/R		TRUST
PERIOD	0.00 0.00 1739.00 1739.00		3397.31 22294.00 0.00 23521.31				2170.00		0.00
END DATE	0.00 0.00 1739.00 1739.00		3397.31 22294.00 0.00 23521.31				2170.00		0.00

REPORT SELECTIONS - Client Ledger

Layout Template Default
Advanced Search Filter None
Requested by MSF
Finished Wednesday, February 15, 2017 at 12:12:35 PM
Ver 14.1 (14.1.20150324)
Matters 47016.04
Clients All
Major Clients All
Client Intro Lawyer All
Matter Intro Lawyer All
Responsible Lawyer All
Assigned Lawyer All
Type of Law All
Select From Active, Inactive, Archived Matters
Matters Sort by Default
New Page for Each Lawyer No
New Page for Each Matter No
No Activity Date Dec/31/2199
Firm Totals Only No
Totals Only Yes
Entries Shown - Billed Only No
Entries Shown - Disbursements Yes
Entries Shown - Receipts Yes
Entries Shown - Time or Fees Yes
Entries Shown - Trust Yes
Incl. Matters with Retainer Bal No
Incl. Matters with Neg Unbld Disb No
Trust Account All
Working Lawyer All
Include Corrected Entries No
Show Check # on Paid Payables No
Show Client Address No
Consolidate Payments No
Show Trust Summary by Account No
Show Interest No
Interest Up To Feb/15/2017
Show Invoices that Payments Were Applied to No
Display Entries in Date Order

Coenson Friedman, P.A.
766 North Sun Drive, Suite 4030
Lake Mary, Florida 32746
Phone: (407) 322-8000

F.E.I.: 46-4480334

January 4, 2017

Bocilla Utilities, Inc
7025-A Placida Rd
Englewood, FL 34224

Invoice No.: 3404
File No.: 47016.04

Attention: Craig Noden

PLEASE REFER TO
INVOICE NUMBER WHEN
REMITTING.

RE: 2015 TEST YEAR RATE CASE

Balance Due Now **\$1,656.00**

FEES

			<u>Hours</u>	<u>Amount</u>
12/01/16	MSF	Review correspondence from Mr. Flischel and letter to Mr. Hill at PSC in preparation for informal meeting;	0.20	\$72.00
12/04/16	MSF	Review and respond to correspondence from Mr. Flischel;	0.10	\$36.00
12/08/16	MSF	Telephone Conference with Mr. Noden and Mr. Flischel who telephoned to discuss upcoming meeting with the PSC Staff; Teleconference with PSC staff; Review interim rate report and draft letter to PSC Clerk	1.90	\$684.00
12/09/16	MSF	Review questions from Mr. Hill of PSC Staff and letter to MR. Noden;	0.10	\$36.00
12/13/16	MSF	Telephone conference with Mr. Noden who telephoned; Draft responses to informal discovery; Review original Charlotte County Order and letter to Mr. Noden concerning same;	0.80	\$288.00

12/14/16	MSF	Review and revise responses to Mr. hill's e-mail and letter to Mr. Noden concerning same;	0.40	\$144.00
12/15/16	MSF	Telephone Conference with Mr. Noden who telephoned;	0.40	\$144.00
12/16/16	MSF	Finalize and file responses to Adam Hill's e-mail;	0.20	\$72.00
12/27/16	MSF	Telephone Conference with Mr. Frank of PSC Staff who telephoned;	0.20	\$72.00
12/29/16	MSF	Telephone Conference with Adam Hill who telephoned and letter to Mr. Noden; Telephone Conference with Mr. Noden; Follow-up call with Mr. Hill;	0.30	\$108.00
		Total Fees	4.60	\$1,656.00
		Total Fees & Disbursements		\$1,656.00

Client Ledger
From Feb/1/2017

Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Trust Activity			Balance
				Rcpts	Disbs		Inv#	Acc	Rcpts	
36		Bocilla Utilities, Inc								
47016.04		2015 TEST YEAR RATE CASE								
Feb 1/2017		Lawyer: MSF 0.30 Hrs X 370.00								
	41541	Correspondence with Mr. Noden and Mr. Flischel; Telephone Conference with Mr. Frank at PSC who telephoned and follow-up correspondence with Mr. Frank;				111.00				
Feb 3/2017		Billing on Invoice 3515								
	41599	FEES 2170.00		0.00				3515		
Feb 4/2017		Lawyer: MSF 0.30 Hrs X 370.00								
	41627	Review, research and respond to correspondence from Mr. Noden regarding Staff Recommendation;				111.00				
Feb 6/2017		Lawyer: MSF 0.40 Hrs X 370.00								
	41641	Review and comment on Mr. Flischel's Staff Recommendation review; Follow-up correspondence; Review interim rate report and draft letter to PSC Clerk ;				148.00				
Feb 8/2017		Lawyer: MSF 2.90 Hrs X 370.00								
	41746	Meeting at PSC with staff and OPC regarding Staff Recommendation; Follow-up telephone conference with Mr. Noden who telephoned				1073.00				
Feb 10/2017		Lawyer: MSF 0.30 Hrs X 370.00								
	41776	Review OPC comments and letter to Mr. Noden; Review and respond to correspondence from Mr. Flischel; Draft letter to clerk with additional waiver through April Agenda				111.00				
Feb 13/2017		Lawyer: MSF 0.30 Hrs X 370.00								
	41921	Review and respond to correspondence from Mr. Flischel; Review Staff's 4th Data Request and letter to Mr. Noden concerning same;				111.00				
Feb 14/2017		Lawyer: MSF 0.20 Hrs X 370.00								
	41947	Telephone Conference with Mr. Noden who telephoned;				74.00				

Resp Lawyer: MSF

TOTALS	UNBILLED				= TOTAL	BILLED				BALANCES	
	CHE	+	RECOV	+ FEES		DISBS	+	FEES	+ TAX	- RECEIPTS	= A/R
PERIOD	0.00		0.00	1739.00	1739.00	0.00	0.00	0.00	0.00	0.00	0.00
END DATE	0.00		0.00	1739.00	1739.00	3397.31	22294.00	0.00	23521.31	2170.00	0.00

FIRM TOTAL	UNBILLED				= TOTAL	BILLED				BALANCES	
	CHE	+	RECOV	+ FEES		DISBS	+	FEES	+ TAX	- RECEIPTS	= A/R
PERIOD	0.00		0.00	1739.00	1739.00	0.00	0.00	0.00	0.00	0.00	0.00
END DATE	0.00		0.00	1739.00	1739.00	3397.31	22294.00	0.00	23521.31	2170.00	0.00

REPORT SELECTIONS - Client Ledger

Layout Template	Default
Advanced Search Filter	None
Requested by	MSF
Finished	Wednesday, February 15, 2017 at 03:04:51 PM
Ver	14.1 (14.1.20150324)
Matters	47016.04
Clients	All
Major Clients	All
Client Intro Lawyer	All
Matter Intro Lawyer	All
Responsible Lawyer	All
Assigned Lawyer	All
Type of Law	All
Select From	Active, Inactive, Archived Matters
Matters Sort by	Default
New Page for Each Lawyer	No
New Page for Each Matter	No
No Activity Date	Dec/31/2199
Firm Totals Only	No
Totals Only	No
Entries Shown - Billed Only	No
Entries Shown - Disbursements	Yes
Entries Shown - Receipts	Yes
Entries Shown - Time or Fees	Yes
Entries Shown - Trust	Yes
Incl. Matters with Retainer Bal	No
Incl. Matters with Neg Unbld Disb	No
Trust Account	All
Working Lawyer	All
Include Corrected Entries	No
Show Check # on Paid Payables	No
Show Client Address	No
Consolidate Payments	No
Show Trust Summary by Account	No
Show Interest	No
Interest Up To	Feb/15/2017

Bocilla Utilities, Inc.
Docket No. 160065-WU
Englewood Management Group, LLC

- Actual Accounting Fees through February 19, 2017 (Invoices & Report Attached)
\$53,862.29
- Actual Costs through February 19, 2017 (Invoices Attached): \$597.29

ESTIMATE TO COMPLETE RATE CASE THROUGH PAA ORDER

<u>Hours</u>	<u>Description</u>
10.0 hrs.	Respond to Staff workpapers, analysis of rate base, analysis of rate of return, computation of depreciation for KIU assets and respond to staff explanation of these items
8.0 hrs.	Prepare utility response to above items for staff consideration in drafting the final order.
8.0 hrs.	Review Final Order, correspondence with client and consultants, respond to order and resulting conference with staff and client.
16.0 hrs.	Travel to and from Tallahassee; Prepare for and attend Agenda conference, discuss Agenda with client and Staff.
4.0 hrs.	Review PAA Order; conference with client and consultants regarding PAA Order.
4.0 hrs.	Miscellaneous items that may arise.
50.0hrs @ \$150/hr.	\$7500.00 – TOTAL ESTIMATED ACCOUNTING FEES

Estimate of costs to complete:

\$675.00 Attend Customer Meeting, & Agenda Conference (travel/meals/hotel)

\$

\$ 675.00 TOTAL ESTIMATED AND UNBILLED COSTS

TOTAL ACTUAL AND ESTIMATED ACCOUNTING FEES: \$60,765.00

TOTAL ACTUAL AND ESTIMATED COSTS: \$1,272,29

Englewood Management LLC

INVOICE

75 N Woodward Ave #86160
Tallahassee, FL 32313
Phone 941-468-3018

INVOICE No [102]
DATE: Feb. 19, 2017

Billing Address:
Bocilla Utilities Inc

7025 A Placida Rd
Englewood, FL 34224
[Phone]

Comments or special instructions:

SALESPERSON	P.O. NUMBER	SENT DATE	SENT VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
355.1	Services rendered for Rate Case before PSC See Attached detail	150.00	53265.00
	Costs:		
	Airline		334.88
	Mileage		255.96
	Postage		6.45
		SUBTOTAL	
		SALES TAX	
		P&P	
		TOTAL DUE	53862.29

Make all cheques payable to **Englewood Management LLC**

THANK YOU FOR YOUR BUSINESS!

Englewood Management Company		Rate Case Bocilla Utilities		
Date	Time:	Services	Rate	Amount
12/30/2013	0.7	t/c Marty F. regarding rate cases, salary documnetation and other records necessary for test year.	\$150.00	\$105.00
1/7/2014	1.1	Meet with bookkeeper Eileen and go over expenses and necessary coding to make test year accurate for submission	\$150.00	\$165.00
1/7/2014		Costs: Travel 14 miles	\$0.54	\$7.56
1/10/2014	0.2	Read emails from Marty review attachments and request that Marty resend one that did not have attachments	\$150.00	\$30.00
1/10/2014	5.5	Set up depr schedules and amortization of CIAC from accountant records. Now need to match these to annual report	\$150.00	\$825.00
3/21/2016	4.75	Travel to Don Pedro meet with Craig Review necessary documents for MFR Review current financial of bocilla T/c Marty regarding different approaches	\$150.00	\$712.50
3/21/2016	0	Travel 22 miles	\$0.54	\$11.88
3/29/2016	6.5	Review CIAC and Amortization Review MFR for BUI Review 2012,2013 and 2014 Annual Reports for necessary information for MFR Work on excel format for MFR	\$150.00	\$975.00
3/30/2016	7	Work on rate base, cost of capital, proforma information for PSC, telephone calls Craig,	\$150.00	\$1,050.00

		emails, Marty and Craig review record retention to complete MFR		
4/6/2016	2.5	Review Sandalhaven filing, orders etc.for preparing MFR	\$150.00	\$375.00
4/8/2016	6	Begin work on MFR, starting with rate base	\$150.00	\$900.00
4/9/2016	6	Continue work on MFR	\$150.00	\$900.00
4/10/2016	8	MFR filing to include restated income etc	\$150.00	\$1,200.00
4/14/2016	6	MFR with work on schedules for debt and capital	\$150.00	\$900.00
4/15/2016	8	MFR with work on annualized income and expenses	\$150.00	\$1,200.00
4/16/2016	8	MFR with work on prior information from annual reports for utility plant, depreciation CIAC and amortization	\$150.00	\$1,200.00
4/17/2016	6	Continue work on above	\$150.00	\$900.00
4/18/2016	10	MFR with work on new rate schedule	\$150.00	\$1,500.00
4/19/2016	10	MFR with work on interim rate inforamtion	\$150.00	\$1,500.00
4/20/2016	6	MFR recalculate with 1995 income info, redo rate case expense make changes, review and make changes	\$150.00	\$900.00
4/22/2016	8	Trip to island, review with RCN, t/c Marty make necessary changes	\$150.00	\$1,200.00
		Trip to Don Pedro 22 miles		\$11.88
05/04/16	6	Begin clean up and labeling of report	\$150.00	\$900.00
05/05/16	8	Clean up, label, redo page #'s, and redo schedule numbers, correct index labels	\$150.00	\$1,200.00
05/06/16	4	Submit schedules and telephone calls, e mails	\$150.00	\$600.00
05/12/16	12	Compute billing by gallonage and put together schedules by month of usage	\$150.00	\$1,800.00

05/20/16	6	First six months of billing analysis	\$150.00	\$900.00
06/13/16	10	Next six months and summary schedule	\$150.00	\$1,500.00
06/24/16	8	Work on revisions	\$150.00	\$1,200.00
07/11/16	4	Work on revisions	\$150.00	\$600.00
07/15/16		Postage send reports to Marty		\$6.45
07/18/16	10	Work on Document Requests	\$150.00	\$1,500.00
7/19/16	1	T/C with Craig, review schedule, and info to send him for research	\$150.00	\$150.00
7/21/16	4	Send Craig quickbook reports that he and Eileen need to gather invoices for, emails with Tomer K. about different reports	\$150.00	\$600.00
07/24/16	2	Update CIAC and Depr for Tomer, review schedules to match MFR	\$150.00	\$300.00
07/25/16	4	Response to data requests, emails Craig, T/C Craig	\$150.00	\$600.00
07/26/16	7	Search for old g/l, reiview quickbooks for info emails Craig, Lynn, Tomer, research for data requests	\$150.00	\$1,050.00
07/28/16	7	Data requests, work on WTBS for 2012,2013, 2014, and 2015, place in excel format if possible	\$150.00	\$1,050.00
07/31/16		Round Trip to Grand Rapids Airport 208 miles	\$0.54	\$112.32
08/01/16	8	Prepare for field audit	\$150.00	\$1,200.00
08/02/16	8	Field audit	\$150.00	\$1,200.00
08/03/16	8	Field audit	\$150.00	\$1,200.00
08/04/16	4	Field audit	\$150.00	\$600.00

08/04/16		Round trip to Grand Rapids Airport from Ludington 208 miles	\$0.54	\$112.32
08/04/16		Airline ticket Grand Rapids to Punta Gorda	\$334.88	334.88
08/16, 17,18.19	3	Various emails, t/c's and data requests	\$150.00	\$450.00
08/20/16	8	Work on data requests from the week, review staff's first data request, t/c Craig to split up the work for the request, start on item 18	\$150.00	\$1,200.00
08/21/16	6	Work on responds 1-17 items, e mail all answers to Craig, t/c Craig	\$150.00	\$900.00
08/23/16	2	Review information with Craig and e mails to Craig and Marty	\$150.00	\$300.00
08/23/16	2	Final information to Marty	\$150.00	\$300.00
09/02/16	1.5	Review audit memo posted on line	\$150.00	\$225.00
				\$0.00
09/12/16	2	T/C etc regarding needing information and staff workpapers	\$150.00	\$300.00
				\$0.00
				\$0.00
09/16/16	8	Review audit workpapers, ascertain correctness and concerns. Start on preparation of new amortization schedules, ascertain differences between staff report and tables	\$150.00	\$1,200.00
				\$0.00
09/17/16	5	Review findings and start to work on answers to staff findings, ascertain why rate base is different, work thru errors in CIAC accumulated amortization, general study of report	\$150.00	\$750.00
				\$0.00
09/18/16	10	Work on responses to staff audit report by filing complete examples and exhibits to support utility's position on different issues.	\$150.00	\$1,500.00
				\$0.00

10/04/16		Review OPC issues and concerns, draft preliminary		
	3	response to client and attorney	\$150.00	\$450.00
10/11/16	4	Complete reponses for the OPC	\$150.00	\$600.00
10/12/16	5	Complete reponses for the OPC	\$150.00	\$750.00
10/13/16	6.5	Work on response to Staff request #2	\$150.00	\$975.00
11/15/16	4.5	Work on response to Staff request #3	\$150.00	\$675.00
11/19/16	4	Work on response to Staff request #3	\$150.00	\$600.00
11/28/16	5.5	Complete answers to Mr. Friedman for request number 3	\$150.00	\$825.00
12/08/16	2.5	Meet with client and telephone conference regarding informal staff meeting	\$150.00	\$375.00
12/14/16	1.8	Answers to staffs informal e mail	\$150.00	\$270.00
01/26/17	1.2	T/C with Mr. Noden, research accounting records to assure capitalize of salary, cost of meters and overhead	\$150.00	\$180.00
01/27/17	2.4	Work on revenue requirements, e mail Mr. Johnson PSC and request info on how this was determined	\$150.00	\$360.00
01/30/17	3	Review information recieved from PSC re: calculation and determine that no allowance for BUI's water relief policy has been included in final determination	\$150.00	\$450.00
01/31/17	6.5	Review final order prepare summary of utility disagreements and request for clarification of allocations and rate base calculations	\$150.00	\$975.00
02/03/17	0.5	Discussion w/ Mr. Noden re Summary	\$150.00	\$75.00

02/05/17	2.3	Summary of Concerns with final order e mailed ot Mr. Frank per his request that utility per concerns in writing.	\$150.00	\$345.00
02/07/17	3.8	Reveiw workpapers received from Mr. Frank	\$150.00	\$570.00
02/08/17	1.5	Telephone conference for informal hearing	\$150.00	\$225.00
02/09/17	5	Ascertain all concerns regarding rate base calculations (average balances, subtractions of unknown number, averaging an average, including KIU debt in rate of return calculation and other concerns regarding workpapers	\$150.00	\$750.00
02/09/17	1.6	Prepare brief memo of concerns regarding workpapers	\$150.00	\$240.00
02/14/17	1.25	T/C with David Frank regarding concerns and lack of answers from PSC	\$150.00	\$187.50
02/18/19	7	Work as related below: Review staff request number 4, review previous answers to staff requests, ascertain which have previously been answered, draft response to items, research quick books for capitalized salaries again, double check on capitalized overhead again, draft first memo of response, telephone call Mr. Noden to ascertain ability to obtain some documentation, decide that the year and 9 months of bills for barging already submitted are sufficient, other decisions regarding memo, try and ascertain time to meet and get adminstrative help to build zone 9 asset additions again.	\$150.00	\$1,050.00
02/19/17	3.5	Work on final draft, meet at office to determine best response, draft board of directors and salary defense.	\$150.00	\$525.00
Total	355.1			\$53,862.29