



December 11, 2017

E-FILING

Carlotta S. Stauffer, Commission Clerk  
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

RE: Docket No. 20170141-SU; Application for an increase in wastewater rates in Monroe County by  
K W Resort Utilities Corporation  
Our File No. 34000.04

Dear Ms. Stauffer:

The following are K.W. Resort Utilities Corp.'s ("Utility") responses to the Staff's deficiency letter dated December 7, 2017:

1. According to MFR Schedule B-9, the Utility incurred charges from Green Fairways, Inc. and Smith Oropeza, P.L. during the test year. In addition, the Utility's 2016 Annual Report Schedule E-10(a) shows charges from Keys Environmental, Inc. and Key West Golf Club during the test year. The Utility provided a parent/affiliate organization chart in which Green Fairways, Inc., Smith Oropeza, P.L., and Keys Environmental, Inc. are listed as related parties to KWRU. Rule 25-30.436(4)(h), Florida Administrative Code (F.A.C.), requires that any system that has costs allocated or charged to it from a parent, affiliate or related party, in addition to those costs reported on Schedule B-12 of Commission Form PSC/AFD 19-W, a Class A utility shall file three copies of additional schedules that show the following information:
  - a. The total costs being allocated or charged prior to any allocation or charging as well as the name of the entity from which the costs are being allocated or charged and its relationship to the Utility.
  - b. The allocation or direct charging method used and the basis for using that method.
  - c. The workpapers used to develop, where applicable, the basis for the direct charging method.
  - d. A copy of any contracts or agreements between the Utility and its parent or affiliated companies for services rendered between or among them.

The Utility did not include the required information above. The Utility should provide the information outlined above for Green Fairways, Inc.; Smith Oropeza, P.L.; Keys Environmental, Inc.; and Key West Golf Club.

**RESPONSE:** There are no charges in the test year being allocated or charged by for Green Fairways, Inc., Keys Environmental, Inc. or Key West Golf Club, thus the above questions are inapplicable to them. Smith Oropeza, P.L. provides legal services to the Utility and a copy of that Engagement and Retainer Agreement is Attachment “1. d.” which includes that firm’s rates, which are consistent with rates it charges its other clients for similar services.,

2. Rule 25-30.437, F.A.C., requires that each Class A utility applying for a rate increase shall provide the information required by Commission Form PSC/ECR 19 (11/93), entitled “Class A Water and/or Wastewater Utilities Financial, Rate and Engineering Minimum Filing Requirements.” The following MFR schedules, as filed, do not comply with Rule 25-30.437, F.A.C.:

- a. On MFR Schedule B-8, the CPI-U for the prior and adjusted test year is incorrect. It should be the CPI-U from the last month of the test year, not the annual average.

In addition, the Utility is required to provide an explanation of all differences in excess of the benchmark factor for customer growth and inflation. When revising MFR Schedule B-8, please provide an explanation for expenses in excess of the revised benchmark factor.

**RESPONSE:** See Attachment 2. a. Schedule B-8 (revised).

- b. MFR Schedule B-10, line 23, does not provide the amount of unamortized rate case expense approved in Order No. PSC-2017-0091-FOF-SU.

**RESPONSE:** See Attachment 2. b. Schedule B-10 (revised).

- c. MFR Schedule E-2, Revenue Schedule at Test Year Rates

- i. The number of total reuse bills during July 2016 through March 2017 (Column 2) on Schedule E-2 do not match the total number of reuse bills on the corresponding E-14 Schedule. Please correct MFR Schedule E-2 to reflect the total reuse bills for July 2016 through March 2017 of the test year from MFR Schedule E-14.

**RESPONSE:** See Attachment 2. c. i. Schedule E-14 Reuse (revised).

- ii. The number of total reuse bills during April 2017 through June 2017 (Column 6) on Schedule E-2 do not match the total number of reuse bills on the corresponding E-14 Schedule. Please correct MFR Schedule E-2 to reflect the total reuse bills for April 2017 through June 2017 of the test year from MFR Schedule E-14.

**RESPONSE:** See Attachment 2. c. ii. Schedule E-14 Service Reuse (revised).

- iii. There is no E-14 Schedule matching the Harbor Shores total billable gallons of 251,000 during July 2016 through March 2017 (Column 3) of Schedule E-2. Please provide an E-14 Schedule matching this information on Schedule E-2.

**RESPONSE:** See Attachment 2. c. iii. Schedule E-14 Residential Harbor Shores.

- iv. In the Column 4, Test Year Rates Effective July 2016, the gallonage charge for Harbor Shores does not match the appropriate gallonage charge on Schedule E-1. Please correct Schedule E-2 to reflect the appropriate gallonage charge.

**RESPONSE:** See Attachment 2. c. iv Schedule E-2 (revised).

Should you or staff have any questions, please do not hesitate to give me a call.

Very truly yours,

*/s/ Martin S. Friedman*

MARTIN S. FRIEDMAN  
For the Firm

MSF/

cc: Chris Johnson (via e-mail)  
Bart Smith, Esquire (via e-mail)  
Erik Sayler, Esquire (via e-mail)  
Kyesha Mapp, Esquire (via e-mail)  
Andrew Maurey (via email)

# ATTACHMENT “1. d.”

## ENGAGEMENT AND RETAINER AGREEMENT

I, Christopher Johnson, President of K W Resort Utilities Corp. (“Client”), by execution of this Engagement and Retainer Agreement (“Agreement”) hereby retain and employ the law firm of SMITH | OROPEZA | HAWKS P.L. (the “Firm”) as counsel to represent Client in the following matter: general representation matters for 2017 (the “Representation”).

The Firm will not require a retainer for this Representation because of the professional relationship that exists between members of the Firm and Client. Monthly invoices will be sent via electronic mail by the Firm to the Client for the Client's review of expenses and fees incurred. The Client shall remit payment for all invoices within thirty (30) days of receiving the monthly invoice. Any amounts not paid within thirty (30) days shall be deemed past due and may bear interest at the rate of twelve percent (12%) per annum. Should Firm not be paid in full, Client consents to Firm’s withdrawal from representation of Client, at the sole and absolute discretion of Firm.

**Barton W. Smith, Esq.** shall be the attorney primarily assigned to handle all aspects of matters related to the representation. Client expressly agrees that the scope of representation and issues to be addressed shall not be expanded without the Firm’s express written agreement.

### STANDARD TERMS

In consideration of the foregoing, Client agrees as follows:

Work undertaken by Firm pursuant to the Representation shall be billed by time spent. All time will be billed on the Firm’s normal billing schedule as explained more fully below. **Mr. Smith’s hourly rate shall be \$420.00, Mr. Hawks’ hourly rate shall be \$375.00, Ms. Sybesma’s hourly rate shall be \$325.00, Mr. Batty’s hourly rate shall be \$275.00, and the hourly rate for legal assistants shall be \$120.00.** The Firm reserves the right to raise the above-listed rates after one year, and each subsequent year thereafter. In no case shall the rates increase more than 5% in any given year. Client shall be responsible for any disbursements made in connection with the Representation. For some matters, additional flat fees above the hourly rates may be required, but the Firm customarily discloses such fees to the Client before the incurrence of such fees.

Factors the Firm considers in applying its fee structure include:

- (a) The time and labor required, the novelty, complexity, and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (b) The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;
- (c) The fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature;

- (d) The significance of, or amount involved in, the subject matter of the representation, the responsibility involved in the representation, and the results obtained;
- (e) The time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client;
- (f) The nature and length of the professional relationship with the client;
- (g) The experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; and
- (h) Whether the fee is fixed or contingent, and, if fixed as to amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation.
- (i) Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter.

The Firm endeavors to assign work to the lowest cost provider of the service, as the Firm deems appropriate in accordance with the Representation. Notwithstanding the foregoing, expedited work and work performed under an unusually tight deadline sometimes must be performed by a higher cost provider. Clients should assess the need to make any calls or to contact the Firm's attorneys before making a call or contact, as the time for all responses to Client inquiries is billable to Client. Client understands that paralegals and other non-attorney employees of the Firm cannot and do not provide legal advice or counsel, and Client's entry into this Contract for Services constitutes explicit acknowledgment of this fact. Firm endeavors to invoice for hourly charges and disbursements monthly, usually on the 16<sup>th</sup> of each month, otherwise as soon as the firm is able to invoice its billing.

It is often impractical to determine in advance the amount of effort that will be needed to complete all the necessary work on a matter or the total amount of fees, charges and costs that may be incurred. Obviously, if any estimates or budgets are provided, they may need to be adjusted upward or downward in response to changing circumstances. Unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen circumstances, and by their nature are inexact and do not limit or "cap" our fees and other charges or costs.

Failure of Client to promptly pay invoices generally results in termination of the Representation, regardless of the stage of Representation, without requirement of the Firm to give further counsel to Client or take further action on Client's behalf. Client accepts this limitation and acknowledges the sole responsibility of Client to take over management of its legal affairs in the event that Firm terminates the Representation for non-payment, or for any other reason.

Filing fees, transcription, in-house costs and services, and all specialized services provided through outside sources (including but not limited to investigative services, accounting services,

courier services, nursing and medical consulting services, travel services, technology services, and printing services) shall be charged to Client based upon the actual or estimated expense incurred by the Firm in providing such items. Where estimates are used rather than actual expenses, the Firm shall consider the costs and availability of such services in the local community and shall set its estimates at rates competitive with such services.

The Firm usually does not charge handling or other processing fees with respect to disbursements incurred and passed on to its clients. However, depending upon the particular handling and processing involved with respect to the specific reimbursable expenses that may be incurred on behalf of Client, the Firm may charge to Client processing and handling fees of a small flat-rate nature commensurate with fees charged by other law firms, or at times, a percentage handling or processing fee of up to 10% of the amount actually paid on Client's behalf. Client shall be responsible for payment of any sales or service taxes imposed by the State of Florida or any other taxing authority with respect to the services provided.

To allow us to conduct a conflicts check, you represent that you have identified for us all persons and entities that are or may become involved in the subject matter, including all persons and entities that in any material respect are related, affiliated or associated with you, and other involved or potentially involved parties (such as parent corporations, subsidiaries and other affiliates, officers, directors and principals). You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter. You agree to cooperate fully with us and to provide promptly all information known or available to you that is relevant to our representation

You can terminate our services at any time. If you do, you agree to give us prompt written notice of the termination. Upon our termination, you will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us the Substitution of Attorney we provide to you.

If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs and expenses paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. Our representation of you will be considered terminated at the earliest of your termination of our representation, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity not caused by our negligence or otherwise).

In the course of our representation of you, we are likely to come into possession of copies or originals of documents or other materials belonging to you or otherwise constituting client records, such as correspondence, pleadings, transcripts, exhibits, physical evidence, and other items reasonably necessary to your representation (collectively, "Client Materials"). Once the particular matter to which those Client Materials relate has been concluded, we will make

arrangements either to return the Client Materials to you, retain them in our storage facilities or dispose of them

*Unless expressly stated to the contrary, Firm's responsibility is limited solely to providing legal services directly related to the specific items referenced in this Engagement and Retainer Agreement and does not include advice or service with respect to other areas including, but not limited to, the defense of criminal charges, personal injury claims, workers compensation, taxation, probate, bankruptcy, real estate, and lien resolutions.*

I have read, understand and agree to the terms and conditions set forth in this Contract for Services consisting of four (4) pages from Smith | Oropeza | Hawks, P.L.

**K W RESORT UTILITIES CORP.**

By:   
CHRISTOPHER JOHNSON  
President

Date 3/7/2017

**SMITH | OROPEZA | HAWKS, P.L.**

By:   
BARTON W. SMITH, ESQ.

Date 3-7-2017



# ATTACHMENT “2. a.”

Company: K W Resort Utilities Corp  
 Docket No.: 20170141-SU  
 Schedule Year Ended: 06/30/2017

Schedule: B-8 Revised  
 Page 1 of 1  
 Preparer: Milian, Swain & Associates, Inc.

Explanation: Complete the following comparison of the applicant's current and prior test year O&M expenses before this Commission. Provide an explanation of all differences which are not attributable to the change in customer growth and the CPI-U. If the applicant has not had a previous rate case, use the year 5 years prior to the test year for comparison. Provide an additional schedule, if necessary, to explain differences.

Line No.	(1) Account No. and Name	(2) Prior TY 12/31/2014	(3) Current TY 6/30/2017	(4) TY Adj.'s per B-3	(5) Adjusted TY 6/30/2017	(6) \$ Difference	(7) % Difference	(8) Explanation
1	701 Salaries & Wages - Employees	\$ 559,944	\$ 541,065	\$ 211,484	\$ 752,549	\$ 192,605	34.40	Increase in expenses due to fully staffing plant; plus overtime for extraordinary events.
2	703 Salaries & Wages - Officers, Etc.	222,956	245,624	15,957	261,581	38,625	17.32	Under benchmark
3	704 Employee Pensions & Benefits	138,905	162,596	54,961	217,557	78,652	56.62	Increase in expenses due to fully staffing plant and participation in Pension Plan by more employees due to a more traditional pension vs 401K with 4% max match.
4	710 Purchased Sewage Treatment	-	-	-	-	-	-	
5	711 Sludge Removal Expense	77,177	94,601	70,248	164,849	87,672	113.60	Due to increase in quantity of biosolids that can't be processed on the drying beds.
6	715 Purchased Power	173,548	172,612	46,154	218,766	45,218	26.06	Increase in expenses as a result of changes in operations as a consequence of having to upgrade the WWTP to AWT standards.
7	716 Fuel for Power Purchased	-	-	-	-	-	-	
8	718 Chemicals	184,229	142,466	89,276	231,742	47,513	25.79	Reflects the amount of chemical the Utility requires to meet the DEP Permit conditions on a consistent basis.
9	720 Materials & Supplies	31,119	97,538		97,538	66,419	213.44	Materials and supplies are directly related to the number of plant and maintenance personnel. For example, when the Utility carries less staff the Utility often can't do small capital projects in house. Generally in these cases the small capital projects are awarded to outside contractors.
10	731 Contractual Services - Engr.	18,650	20,765		20,765	2,115	11.34	Under benchmark
11	732 Contractual Services - Acct.	30,967	12,050		12,050	(18,917)	(61.09)	Under benchmark
12	733 Contractual Services - Legal	6,018	11,179		11,179	5,161	85.77	Legal issues arise from time to time that are not attributable to a customer or capital project which fluctuate year to year. Legal expenses related to loans, which ultimately lower rates to customers, as well as addressing utility agreements and regulatory compliance provide for routine legal costs, which are reflected in the test year.
13	734 Contractual Services - Mgmt. Fees	-	47,097	(47,097)	-	-	-	
14	735 Contractual Services - Testing	18,243	19,933		19,933	1,690	9.26	Under benchmark
15	736 Contractual Services - Other	45,054	-		-	(45,054)	(100.00)	Under benchmark
16	741 Rental of Building/Real Prop.	1,100	514		514	(586)	(53.31)	Under benchmark
17	742 Rental of Equipment	-	1,723		1,723	1,723	100.00	De minimus amount, small equipment rental
18	750 Transportation Expenses	24,092	25,908		25,908	1,816	7.54	Increase in staff causes increase in transportation exp but large repair expense can skew these results year/year.
19	756 Insurance - Vehicle	-	-		-	-	-	
20	757 Insurance - General Liability	41,444	43,216	17,633	60,849	19,405	46.82	Due to new asset (\$5M Expansion Project). Also an claim was filed to the automotive fleet insurance for an employee accident.
21	758 Insurance - Workman's Comp.	28,648	27,234	8,839	36,073	7,425	25.92	Workmen's Comp Expense is related to payroll expense and job type or classification. The Utility got hit on both, we are carrying more payroll overall and we have staffed positions that are much more dangerous than administrative positions.
22	759 Insurance - Other	-	-		-	-	-	
23	760 Advertising Expense	1,075	5,803		5,803	4,728	439.84	Extreme turnover yields advertising expense for Help Wanted Ads. Utility hired wastewater specific personnel and therefore had to advertise in trade publications that were statewide.
24	766 Reg. Comm. Exp. - Rate Case Amort.	107,707	-	178,807	178,807	71,100	66.01	Not subject to Benchmark indexing
25	767 Reg. Comm. Exp. - Other	-	-		-	-	-	
26	770 Bad Debt Expense	-	-		-	-	-	
27	775 Miscellaneous Expenses	144,079	48,405	166,464	214,869	70,790	49.13	Due to amortization of Last Stand expenses
28								
29	TOTAL	\$ 1,854,955	\$ 1,720,331	\$ 812,726	\$ 2,533,058	\$ 678,103	36.56	
30								
31	Total Customers (ERC's)	4,039.0			4,753.0	714	17.68	
32	Consumer Price Index - U	236.736			244.955	8.22	3.47	
33								
34	Benchmark Index: Increase in Customer ERC's					1.1768		
35	Increase in CPI					1.0347		
36						1.2176		

# ATTACHMENT “2. b.”

Company: K W Resort Utilities Corp  
 Docket No.: 20170141-SU  
 Test Year Ended: 06/30/2017

Schedule: B-10 (Revised)  
 Page 1 of 1

Preparer: Milian, Swain & Associates, Inc.

Explanation: Provide the total amount of rate case expense requested in the application. State whether the total includes the amount up to proposed agency action or through a hearing before the Commission. Provide a list of each firm providing services for the applicant, the individuals for each firm assisting in the application, including each individual's hourly rate, and an estimate of the total charges to be incurred by each firm, as well as a description of the type of services provided. Also provide the additional information for amortization and allocation method, including support behind this determination.

(1)	(2)	(3)	(4)	(5)	(6)	
Line No.	Firm or Vendor Name	Counsel, Consultant or Witness	Hourly Rate Per Person	Hours	Total Estimate of Charges by Firm	Type of Service Rendered
1	Milian, Swain & Associates	Deborah Swain	\$ 200.00	300	60,000	MFRs, data requests, audit facilitation, preparation and attendance at hearing
2	Milian, Swain & Associates	Cynthia Yapp	150.00	400	60,000	MFRs, data requests, audit facilitation
3	Milian, Swain & Associates	n/a			2,000	Various Expenses (travel, photocopies, phone calls)
4	Friedman & Friedman, P.A.	Martin Friedman	370.00	140	51,800	Legal Fees
5	Friedman & Friedman, P.A.	n/a			3,500	Various Expenses (travel, photocopies, phone calls) associated with legal fees
6	Smith Hawks	Barton W. Smith	350.00	240	84,000	Legal Fees
7	Smith Hawks	n/a			3,500	Various Expenses (travel, photocopies, phone calls) associated with legal fees
8	M&R Consultants	Frank Seidman	150.00	54	8,100	U&U Analysis, Assist w/ MFRs, data requests, audit facilitation
9	M&R Consultants	n/a			2,000	Various Expenses (travel, photocopies, phone calls)
10	Public Service Commission				4,500	Filing Fee
11	K W Resort Utilities Corp				5,000	Printing and shipping Expenses
12						
13	Estimate Through				<u>\$ 284,400</u>	
14	[x ] Commission Hearing					
15						
16	Amortization Period 4 Years					
17	Explanation if different from Section 367.0816, Florida					
18						
19	Amortization of Rate Case Expense:					
20						
21		(A)	(B)	(C)		
22		Water	Wastewater	Total		
23	Prior unamortized rate case expenses		\$ 430,828	430,828		
24	Current rate case expense		284,400	284,400		
25	Total projected rate case expense		<u>715,228</u>	<u>715,228</u>		
26	Annual Amortization	\$ -	\$ 178,807	\$ 178,807		

# ATTACHMENT “2. c. i”

**K W Resort Utilities Corp**  
**Docket No. : 20170141-SU**  
**Test Year Ended: June 30, 2017**  
**Period: July 2016 - March 2017**  
**Customer Class: REUSE (Revised)**  
**Meter Size: NA**

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Consumpt. Level	Number of Bills	Cumulative Bills*	Gallons		Reversed Bills	Consolidated Factor	Percentage of Total
			Consumed (1) x (2)	Cumulative Gallons			
0	0	0	0	0	16	0	0.00%
144	2	2	288	288	14	2304	8.51%
275	2	4	550	838	12	4138	15.28%
308	1	5	308	1146	11	4534	16.75%
391	1	6	391	1537	10	5447	20.12%
460	1	7	460	1997	9	6137	22.67%
615	2	9	1230	3227	7	7532	27.82%
753	1	10	753	3980	6	8498	31.39%
2049	1	11	2049	6029	5	16274	60.11%
2360	1	12	2360	8389	4	17829	65.85%
3163	1	13	3163	11552	3	21041	77.72%
4472	1	14	4472	16024	2	24968	92.22%
5525	2	16	11050	27074	0	27074	100.00%

# ATTACHMENT “2. c. ii”





# ATTACHMENT “2. c. iii”

K W Resort Utilities Corp

Docket No. : 20170141-SU

Test Year Ended: June 30, 2017

Period: March 2017

Customer Class: Residential (Harbor Shores)

Meter Size: 5/8"

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Consumpt. Level	Number of Bills	Cumulative Bills*	Gallons Consumed (1) x (2)	Cumulative Gallons	Reversed Bills	Consolidated Factor	Percentage of Total
251	1	1	251	251	0	251	100.00%

# ATTACHMENT “2. c. iv”

Revenue Schedule at Test Year Rates - Proof of Revenue

Company: K W Resort Utilities Corp  
 Docket No.: 20170141-SU  
 Test Year Ended: 06/30/2017  
 Interim [ ] Final [x]  
 Water [ ] Sewer [x]

Florida Public Service Commission  
 Schedule E-2 (Revised)  
 Page 1 of 1  
 Preparer: Milian, Swain & Associates, Inc.

Explanation: Provide a calculation of revenues at present and proposed rates using the billing analysis. Explain any differences between these revenues and booked revenues. If a rate change occurred during the test year, a revenue calculation must be made for each period.

Line No.	Class/Meter Size	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
		Total Bills July 2016 - Mar 2017	Total Billable Gls (in 000's) July 2016 - Mar 2017	Test Year Rates Effective July 2016	Test Year Revenue July 2016 - March 2017	Total Bills Apr 2017 - June 2017	Total Billable Gls (in 000's) Apr 2017 - June 2017	Test Year Rates Effective April 2017	Test Year Revenue Apr 2017 - June 2017	Test Year Revenues	Total Bills Test Year June 2017	Total Billable Gls (in 000's) Test Year June 2017	Test Year Rates Effective April 2017	Test Year / Annualized Revenue	Proposed Rates	Revenues at Proposed Rates	
<b>Residential Service</b>																	
1	All Residential Meters	13,472			\$31.66	\$426,523.52	4,555		\$31.86	\$145,122.30	\$571,645.82	18,027		\$31.86	\$574,340.22	\$50.74	\$914,689.98
2	All Residential Gallons (Max 10k gallons)		50,496		\$5.25	\$265,104.00	16,499		\$5.28	\$87,114.72	\$352,218.72	66,995		\$5.28	\$353,733.60	\$8.41	\$563,427.95
3	Adjustment for bills Harbor Shores <sup>(1)</sup>											(552)		\$31.86	(\$17,586.72)	\$50.74	(\$17,586.72)
4	Adjustment to gallons for Harbor Shores <sup>(1)</sup>												(1,497)	\$5.28	(\$7,904.16)	\$8.41	(\$7,904.16)
5	Total Residential Service	13,472	50,496			\$691,627.52	4,555	16,499		\$232,237.02	\$923,864.54	17,475	65,498		\$902,582.94		\$1,452,627.05
6	Average Residential Bill					\$51.34				\$50.99	\$51.25				\$51.65		\$83.13
<b>General Service - Base Charge</b>																	
7	5/8"	1,242			\$31.66	\$39,321.72	418		\$31.86	\$13,317.48	\$52,639.20	1,660		\$31.86	\$52,887.60	\$50.74	\$84,228.40
8	1"	78			\$79.15	\$6,173.70	30		\$79.65	\$2,389.50	\$8,563.20	108		\$79.65	\$8,602.20	\$126.84	\$13,698.72
9	1.5"	45			\$158.30	\$7,123.50	15		\$159.30	\$2,389.50	\$9,513.00	60		\$159.30	\$9,558.00	\$253.69	\$15,221.40
10	2"	74			\$253.28	\$18,742.72	26		\$254.88	\$6,626.88	\$25,369.60	100		\$254.88	\$25,488.00	\$405.90	\$40,590.00
11	3"	0			\$506.56	\$0.00	5		\$509.76	\$2,548.80	\$2,548.80	5		\$509.76	\$2,548.80	\$811.79	\$4,058.95
12	4"	9			\$791.50	\$7,123.50	3		\$796.50	\$2,389.50	\$9,513.00	12		\$796.50	\$9,558.00	\$1,268.43	\$15,221.16
13	6"	9			\$1,583.00	\$14,247.00	3		\$1,593.00	\$4,779.00	\$19,026.00	12		\$1,593.00	\$19,116.00	\$2,536.85	\$30,442.20
14	8"	9			\$2,532.80	\$22,795.20	3		\$2,548.80	\$7,646.40	\$30,441.60	12		\$2,548.80	\$30,585.60	\$4,058.96	\$48,707.52
15	8" Turbo	9			\$2,849.40	\$25,644.60	3		\$2,867.40	\$8,602.20	\$34,246.80	12		\$2,867.40	\$34,408.80	\$4,566.33	\$54,795.96
16	Total General Service BFC	1,475				\$141,171.94	506			\$50,689.26	\$191,861.20	1,981			\$192,753.00		\$306,964.31
<b>General Service - Gallons</b>																	
17	Gallage Charge per 1,000 gallons		88,736		\$6.30	\$559,036.80	25,312		\$6.33	\$160,224.96	\$719,261.76	114,048		\$6.33	\$721,923.84	\$10.08	\$1,149,603.84
18	Adj. Gallons for FKAAs Incorrect billings - zeros omitted		10,980		\$6.30	\$69,174.00				\$69,174.00		10,980		\$6.33	\$69,503.40	\$10.08	\$110,678.40
19	Proforma Gallons for Stock Island Apartments <sup>(2)</sup>											(18,052)		\$6.33	(\$114,269.16)	\$10.08	(\$181,964.16)
20	Total General Service	1,475	88,736			\$769,382.74	506	25,312		\$210,914.22	\$980,296.96	1,981	106,976		\$869,911.08		\$1,385,282.39
21	Average General Service Bill					\$521.62				\$416.83	\$494.85				\$439.13		\$699.28
<b>Harbor Shores (Included in Residential July 2016 thru March 2017)</b>																	
22	Base Facility Charge				\$2,198.34	\$0.00	3		\$2,198.34	\$6,595.02	\$6,595.02	3		\$2,198.34	\$6,595.02	\$3,500.86	\$10,502.58
23	Adjustment to bills for Harbor Shores <sup>(1)</sup>											9		\$2,198.34	\$19,785.06	\$3,500.86	\$31,507.74
24	Gallage Charge per 1,000 gallons		251		\$5.25	\$1,317.75	555		\$5.28	\$2,930.40	\$2,930.40	806		\$5.28	\$4,255.68	\$8.41	\$6,778.46
25	Adjustment to gallons for Harbor Shores <sup>(1)</sup>											1,630		\$5.28	\$8,606.40	\$8.41	\$13,708.30
26	690,000 gallon cap		0					555				2,436					
27	Total Harbor Shores	0	251			\$1,317.75	3	555		\$9,525.42	\$9,525.42	12	2,436		\$39,242.16		\$62,497.08
28	Average General Service Bill									\$3,175.14	\$3,175.14				\$3,270.18		\$5,208.09
<b>Private Lift Station Owners</b>																	
29	5/8"	1,689			\$25.33	\$42,782.37	312		\$25.49	\$7,952.88	\$50,735.25	2,001		\$25.49	\$51,005.49	\$40.59	\$81,220.59
30	1"	80			\$63.32	\$5,065.60	24		\$63.72	\$1,529.28	\$6,594.88	104		\$63.72	\$6,626.88	\$101.47	\$10,552.88
31	1.5"	45			\$126.64	\$5,698.80	13		\$127.44	\$1,656.72	\$7,355.52	58		\$127.44	\$7,391.52	\$202.95	\$11,771.10
32	2"	44			\$202.62	\$8,915.28	14		\$203.90	\$2,854.60	\$11,769.88	58		\$203.90	\$11,826.20	\$324.71	\$18,833.18
33	3"	0			\$405.25	\$0.00	0		\$407.81	\$0.00	\$0.00	0		\$407.81	\$0.00	\$649.44	\$0.00
34	4"	0			\$633.20	\$0.00	0		\$637.20	\$0.00	\$0.00	0		\$637.20	\$0.00	\$1,014.74	\$0.00
35	6"	27			\$1,266.40	\$34,192.80	9		\$1,274.40	\$11,469.60	\$45,662.40	36		\$1,274.40	\$45,878.40	\$2,029.48	\$73,061.28
36	8"	9			\$2,026.24	\$18,236.16	3		\$2,039.04	\$6,117.12	\$24,353.28	12		\$2,039.04	\$24,468.48	\$3,247.17	\$38,966.04
37	Gallage Charge per 1,000 gallons		32,162		\$6.30	\$202,620.60	10,107		\$6.33	\$63,977.31	\$266,597.91	42,269		\$6.33	\$267,562.77	\$10.08	\$426,092.65
38	Total Private Lift Station Owners	1,894	32,162			\$317,511.61	375	10,107		\$95,557.51	\$413,069.12	2,269	42,269		\$414,759.74		\$660,497.72
39	Average Private Lift Station Bill					\$167.64				\$254.82	\$182.05				\$182.79		\$291.10
<b>Reuse Service</b>																	
40	Gallage Charge per 1,000 gallons	16	27,074		\$0.93	\$25,178.82	0		\$1.34	\$0.00	\$25,178.82	16	27,074		\$36,279.16	\$2.13	\$57,775.92
<b>Other Miscellaneous Revenues</b>																	
41	Total Other Revenues					\$4,106.05				\$24,594.29	\$78,700.34				\$78,700.34		\$78,700.34
<b>Test Year Accruals</b>																	
42	Adjusted Test Year/ Annualized / Proposed Revenues					\$1,859,124.49				\$572,828.46	\$2,430,635.20				\$2,341,475.42		\$3,697,380.50
43	Total Per Books					\$1,860,567.14				\$269,739.43	\$2,130,306.57				\$2,130,306.57		\$3,682,216.11
44	Deferred Income - Residential					(\$1,425.86)				-	(\$1,425.86)				(\$1,425.86)		
45	Adjust per books for Roy Trailer Park billed 9,881 gallons at \$5.25 instead of \$6.30 per 1,000 gallons					10,375.05					10,375.05				10,375.05		
<b>Adjust per books for customer refunds of overbillings prior to test year - base rate billed by number of units instead of by meter size:</b>																	
46	Adjustment made 4/2017 for prior period 4/09 - 4/16 overbillings: Meridian West									\$72,701.12	\$72,701.12				\$72,701.12		
47	Adjustment made 4/2017 for prior period 5/11- 3/16 overbillings: Flagler Village									43,402.79	43,402.79				43,402.79		
48	Adjustment made 4/2017 for prior period 6/13- 5/16 overbillings: Banyan Grove									25,512.91	25,512.91				25,512.91		
49	Customer Refunds per Docket No. 150071-SU									165,832.00	165,832.00				165,832.00		
50	Adjust Reuse revenues for prior period June 2016 billing									(3,946.92)	(3,946.92)				(3,946.92)		
51	Adjusted per Books / Annualized					\$1,869,516.33				\$573,241.33	\$2,442,757.66				\$2,442,757.66		
52	Difference					-\$10,392				-\$413	-\$12,122				-\$101,282		\$15,164
53	Percentage					-0.56%				-0.07%	-0.50%				-4.15%		0.41%
<b>Notes:</b>																	
54	(1) Adjustment to reflect separate rates for Harbor Shores																
55	(2) Adjustment to projected consumption for Stock Island Apartments based on prior 4 months reduced consumption.																