

**SUNDSTROM
& MINDLIN, LLP**

Attorneys | Counselors

2548 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301

PHONE (850) 877-6555
FAX (850) 656-4029

www.sfflaw.com

September 14, 2016

VIA ELECTRONIC FILING

Carlotta Stauffer, Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Ni Florida, LLC; Application for a Rate Increase in Pasco & Lee Counties, Florida
Docket No. 160030-WS
Staff's 3rd Data Request

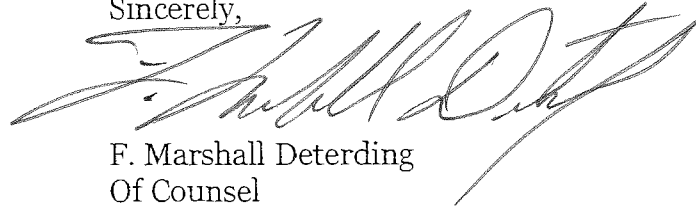
Dear Ms. Stauffer,

I am hereby filing the Utility response to the Commission Staff's third data request. A copy of each data request and response is attached hereto for your reference.

The utility is also filing a Second Request for Confidential Classification as to Question No. 2 of that data request and as such the response to this question is redacted.

If you or any members of staff have any questions this regard please do not hesitate to contact me

Sincerely,



F. Marshall Deterding
Of Counsel

FMD/brf

cc: Sonica Bruce
Todd Brown
Kyesha Mapp
Shannon Hudson
Benny Wilkinson

Ni Florida, LLC
Docket No. 160030-WS

Florida Public Service Commission
Staff's Third Data Request

Question 1:

In MFR B-12, the utility indicated that there were direct assigned legal expenses of \$390 for water and \$3,900 for wastewater. Please describe the work performed, why it was necessary, and provide support documentation for the \$4,290 (\$390 +\$3,900) included in MFR Schedule B-12.

Response: The invoice for \$4,290 from Rutledge Ecenia, P.A. is attached. As you can see from the detail of legal work done, a portion (\$390) was for items related to Tamiami water, and a portion (\$3,900) was for items related to Hudson wastewater. Since these amounts were specific to Tamiami and Hudson, but billed on one invoice, for convenience purposes they were paid by Ni America Operating, LLC, but were specifically assigned to the utilities with \$390 to Tamiami and \$3,900 to Hudson. The individual tasks performed by the law firm are detailed on the invoice. Ni America felt it necessary to engage an attorney due to the nature of these issues. The invoice could have alternatively been paid by Ni Florida and would have been deemed a direct cost for Tamiami and Hudson.

Prepared by: Benny Wilkinson

\$3,900.00 HUDSON
\$390.00 TAMiami

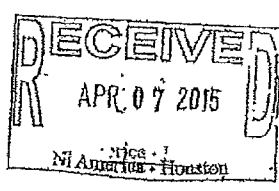
Rutledge Ecania, P.A.

P.O. Box 561
Tallahassee, FL 32302
850-881-8788 (Office)
850-881-8516 (Fax)
FEBIN: 59-3142220

February 11, 2015

NI AMERICA OPERATING, LLC
ATTN: BENNY WILKINSON, V.P. OF FINANCIAL
DUE DILIGENCE
10913 METRONOMB DRIVE
HOUSTON, TX 77043

Invoice # 42138
Client # 2912-00002
Billed through 01/30/2015



GENERAL REGULATORY

Balance forward as of invoice dated: 01/13/2015	\$1,530.00
Payments received since last invoice	\$1,530.00
Net balance forward	\$0.00

PROFESSIONAL SERVICES

01 05 2015	MER	EMAIL CORRESPONDENCE WITH FPSC STAFF AND MASHFIELD RE: UPCOMING INFORMATIONAL MEETING WITH STAFF	0.20 hrs	Rate related ✓ Ni Florida ✓	\$60.00 ✓
01 06 2015	MPM	REVIEW CORRESPONDENCE FROM BENNY WILKINSON REGARDING 10% LATE PAYMENT PENALTY ON BILL FROM PASCO COUNTY UTILITIES; IN HOUSE CONFERENCE RE: SAME; COMMENCE REVIEW OF PERTINENT FLORIDA ADMINISTRATIVE CODE RULES THAT MAY APPLY; IN HOUSE CONFERENCE RE: SAME	1.00 hrs	✓	\$300.00 ✓ Hudson
01 13 2015	MPM	REVIEW CORRESPONDENCE FROM RICK MELCHER REGARDING TAMiami SERVICE AREA AND STATUS OF SERVICE RATING AT FLORIDA PUBLIC SERVICE COMMISSION; REVIEW NI FLORIDA RATE CASE ORDER; REVIEW PERTINENT RULES OF FLORIDA ADMINISTRATIVE CODE REGULATING PSC REGARDING SERVICE QUALITY ISSUES	0.50 hrs	✓	\$150.00 ✓ TAMiami
01 14 2015	MPM	DRAFT CORRESPONDENCE TO RICK MELCHER RE: SAME RE: NI FLORIDA SERVICE RATING; REVIEW CORRESPONDENCE FROM RICK MELCHER RE: SAME	0.30 hrs	✓	\$90.00 ✓ Ni Florida

01/16/2015	MFM	REVIEW CORRESPONDENCE FROM RICH MELCHER RE: PSC STAFF'S POSITION ON REVISION TO PREVIOUS ORDER ADDRESSING SERVICE QUALITY IN TAMiami SERVICE TERRITORY; DRAFT CORRESPONDENCE TO RICK MELCHER RE: SAME; CONTINUE REVIEW OF PERTINENT FLORIDA ADMINISTRATIVE CODE RULES ADDRESSING PSC REGULATORY POWERS REGARDING WATER SERVICE QUALITY	0.80 hrs	✓	\$240.00 TKMiami
01/06/2015	MER	RECEIVE AND REVIEW EMAIL CORRESPONDENCE FROM B. WILKINSON RE: LATE PAYMENT PENALTY FROM PASCO COUNTY UTILITIES; REVIEW USURY STATUTES AND RECENT CASE LAW; EMAIL TO B. WILKINSON RE: SAME; RECEIVE AND REVIEW FPSC RULE PROPOSAL RE: CUSTOMER OPTION TO PETITION FPSC TO REVOKE UTILITY CERTIFICATE	0.80 hrs	✓	\$240.00 Hudson
01/06/2015	MER	EMAIL FROM MASHFIELD RE: RECOVERY OF CONNECTION AND DISCONNECTION FEES CHARGED BY HUDSON WATER WORKS; REVIEW HUDSON TARIFF AND LAST RATE CASE ORDER; EMAIL CORRESPONDENCE WITH MASHFIELD RE: TARIFF AMENDMENTS NECESSARY TO RECOVER COSTS	0.50 hrs	✓	\$150.00 Hudson
01/22/2015	MER	RECEIVE AND REVIEW EMAIL FROM MASHFIELD RE: SUNWEST HARBORTOWNE DEVELOPMENT WITHIN MI FLORIDA WASTEWATER SERVICE TERRITORY; REVIEW MAPS PROVIDED BY A. THOMAS; RESEARCH STATUS OF PASCO COUNTY APPROVAL OF SUNWEST DEVELOPMENT; BEGIN REVIEW OF PASCO COUNTY DEVELOPMENT ORDER	2.60 hrs	✓	Svc Territory \$780.00 Hudson
01/23/2015	MER	PREPARE FOR AND ATTEND TELEPHONE CONFERENCE WITH MASHFIELD AND A. THOMAS RE: PASCO COUNTY PLANS TO SERVE NEW DEVELOPMENT LOCATED PARTIALLY INSIDE MI FLORIDA SERVICE TERRITORY; REVIEW ORDER APPROVING HUDSON TRANSFER AND FPSC RULES RE: EXTENSION OF SERVICE TERRITORY; CONTINUE RESEARCHING PASCO COUNTY ORDERS RE: SUNWEST HARBORTOWNE	3.20 hrs	✓	\$960.00 Hudson
01/27/2015	MER	CONTINUE REVIEW OF PASCO COUNTY DOCUMENTATION RE: SUNWEST UTILITY SERVICE	1.60 hrs	✓	\$480.00 Hudson

01/30/2015 MER

FINISH REVIEW OF PASCO COUNTY
DEVELOPMENT ORDER AND DEVELOPMENT
AGREEMENT RE: SUNWEST
HARBOURTOWNE; PREPARE DRAFT LETTER
FROM DEVELOPER REQUESTING WATER
AND WASTEWATER SERVICE FOR
DEVELOPMENT; EMAIL TO MASHFIELD RE:
POSSIBLE DEVELOPER OBLIGATION TO
OBTAIN WATER AND WASTEWATER
SERVICE FROM PASCO COUNTY

2.80 hrs

Page 3

\$840.00

✓ Andson

Total Fees

\$4,290.00

BILLING SUMMARY

Total professional services

\$4,290.00

Total of new charges for this invoice

\$4,290.00

Total balance now due

\$4,290.00

Ni Florida (general - rate related)

Andson (tariff/service territory)

Tamiami (tariff (svc territory))

150 } *3,900 *

3,750

* 390 *

4,290

POSTED
4/16/15

✓ MJA 4-13-15

Ni Florida, LLC
Docket No. 160030-WS

Florida Public Service Commission
Staff's Third Data Request

Question 2: For the 2015 test year, please provide the salary for each of the positions listed below:

Chief Financial Officer
Corporate Controller
Manager of Accounting
Manager of Operations
Manager of Public Relations
President of the Utility
Senior Vice President of Human Resources
Vice President of Capital Improvements (2 positions)
Vice President of Financial Due Diligence
Vice President of Operations

Response: See the attached salary detail for each of the listed positions.

Prepared by: Benny Wilkinson

Ni America Operating, LLC
Annual Salaries of Selected Officers & Managers
For 2015

Employee Position	Salary
Chief Financial Officer	[REDACTED]
Corporate Controller	[REDACTED]
Manager of Accounting	[REDACTED]
Manager of Operations	[REDACTED]
Manager of Public Relations	[REDACTED]
President of the Utility	[REDACTED]
SVP of Human Resources	[REDACTED]
VP of Capital Improvements (1) - Hired 12/01/15	[REDACTED]
VP of Capital Improvements (2)	[REDACTED]
VP of Financial Due Diligence	[REDACTED]
VP of Operations	[REDACTED]

Note: The compensation for President of the Utility, SVP of Human Resources, and VP of Capital Improvements (2) was excluded in the corporate overhead adjustment.

Question 3:

In response to Staff's First Data Request, Question 4, the utility identified Contractual Services – Other expense of approximately \$7,258 for leak repairs and other maintenance. Please identify any work (and related expense) included in that amount that relate to the tasks encompassed in Sections 2.01(D), (E), and (F) of the professional service contract.

Response: The contract includes certain categories of work to be performed under Sections 2.01 (D), (E), and (F) of the contract. At times the operations contractor, Utility Group of Florida, LLC, provides invoices for work done that Ni Florida personnel determine are included in the contract. Alternatively, sometimes the operations contractor provides invoices for work done that Ni Florida personnel determine are not included in the contract. After careful review of these costs by both the utility and the contractor it was determined that these costs were not covered by the contract and as such were billed separately. These costs are normal, ordinary costs (though the specific nature of the cost may vary somewhat) which are expected to recur in future years. The process is more substance over form and based on each party's interpretation of the contract. Each of the invoices included in the response to Question 4 of Staff's First Data Request was determined to be outside of the contract.

Question 4:

In response to Staff's First Data Request, Question 5, the utility indicated that there were direct assigned billing/customer service expenses of approximately \$10,668 for water. Please explain why the amounts related to billing and postage have been included in water O&M expense when sections 2.02 and 3.11 of the professional service contract indicate that those activities are included in the monthly management fee.

Response: The contract includes certain categories of work to be performed under Sections 2.02 and 3.11 of the contract. At times the operations contractor, Utility Group of Florida, LLC, provides invoices for work done that Ni Florida personnel determine are included in the contract. Alternatively, sometimes the operations contractor provides invoices for work done that Ni Florida personnel determine are not included in the contract. After careful review of these costs by both the utility and the contractor it was determined that these costs were not covered by the contract and as such were billed separately. These costs are normal, ordinary costs (though the specific nature of the cost may vary somewhat) which are expected to recur in future years. The process is more substance over form and based on each party's interpretation of the contract. Each of the invoices included in the response to Question 5 of Staff's First Data Request related to imaging and mailing from InfoProducts and postage from United Mailing Service for Tamiami customer bills was determined to be outside of the contract.

Question 5: In response to Staff's First Data Request, Question 7, the utility identified Contractual Services – Billing/Customer Service expense of approximately \$31,616 and Contractual Services – Contract Labor expense of approximately \$19,326. Please explain why the amounts related to meter reading, billing, and postage have been included in wastewater O&M expense when Sections 2.02 and 3.11 of the professional service contract indicate that those activities are included in the monthly management fee.

Response: The contract includes certain categories of work to be performed under Sections 2.02 and 3.11 of the contract. At times the operations contractor, Utility Group of Florida, LLC, provides invoices for work done that Ni Florida personnel determine are included in the contract. Alternatively, sometimes the operations contractor provides invoices for work done that Ni Florida personnel determine is not included in the contract. After careful review of these costs by both the utility and the contractor it was determined that these costs were not covered by the contract and as such were billed separately. These costs are normal, ordinary costs (though the specific nature of the cost may vary somewhat) which are expected to recur in future years. The process is more substance over form and based on each party's interpretation of the contract. Each of the invoices included in the response to Question 7 of Staff's First Data Request related to postage from United Mailing Service, imaging and mailing from InfoProducts, and billing system maintenance from RVS Software was determined to be outside of the contract.

Question 6:

In response to Staff's First Data Request, Question 7, the utility identified Contractual Services – Other expense of approximately \$129,437 related to system maintenance. Please identify any work (and related expense) included in that amount that relate to the tasks encompassed in Sections 2.01(D), (E), and (F) of the professional service contract.

Response: The contract includes certain categories of work to be performed under Sections 2.01 (D), (E), and (F) of the contract. At times the operations contractor, Utility Group of Florida, LLC, provides invoices for work done that Ni Florida personnel determine are included in the contract. Alternatively, sometimes the operations contractor provides invoices for work done that Ni Florida personnel determine is not included in the contract. After careful review of these costs by both the utility and the contractor it was determined that these costs were not covered by the contract and as such were billed separately. These costs are normal, ordinary costs (though the specific nature of the cost may vary somewhat) which are expected to recur in future years. The process is more substance over form and based on each party's interpretation of the contract. Each of the invoices included in the response to Question 7 of Staff's First Data Request was determined to be outside of the contract.

Ni Florida, LLC
Docket No. 160030-WS

Florida Public Service Commission
Staff's Third Data Request

Question 7:

In response to Staff's First Data Request, Question 7, the utility included an expense of \$28,340.51 (dated 8/1/15) for repaired fuses, cleaned up spills, and set up of temporary pumps as part of its Contractual Services – Other expense. Please describe the work performed, why it was necessary, and provide support documentation for the \$28,340.51.

Response: Due to severe weather in the Hudson area over a two-week period, there was flooding, power surges, and wind which caused damage and power outages in the area. This in turn caused sanitary sewer overflows at Hudson's lift stations and emergency situations whereby Ni Florida used vacuum trucks to suck up the sewer flow and haul it to another location to avoid a spill, or use of temporary pumps to pump sewer flow around the lift station. This effort also included spill cleanup work and disassembly of pumps and hoses for removal of the pumps. Invoice #60171 for \$28,340.51 from Utility Group of Florida, LLC dated 8/18/15, with supporting documentation is attached.

Prepared by: Benny Wilkinson

Utility Group of Florida, LLC.

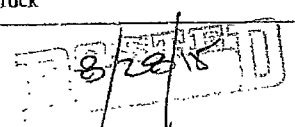
10130 Scenic Dr.
 Port Richey, FL 34668
 Phone (727) 863-5161
 Fax (727) 869-5913

Invoice

Date	Invoice #
8/18/2015	0060171
Due Date	Terms
9/17/2015	Net 30

Bill To
Ni Florida, LLC 10130 Scenic Drive Port Richey, FL 34668

P.O. No.
06121150
Project

Service Date	Item	Description	QTY	Rate	Amount	
7/24/2015		Hudson Delmar, Flounder and all other Lift Stations				
		Delmar: Called out by Missions. Found 2 main bus fuses damaged due to power surge. Replaced and cleaned up spill. Used truck to suck up spill and limed area.				
		Ni G Labor Overtime	Overtime General Laborers 4	2	180.00	360.00
		Ni General Labor Ov...	Overtime Technician-mechanical 2	2	135.00	270.00
		Service Truck Ni	Service Truck	2	15.00	30.00
		Crane Truck - Ni	Crane Truck Charge	2	35.00	70.00
		Vactor Truck	Vactor Truck	4	120.00	480.00
		Fuse Pump Truck - Ni	Main Bus Fuse Pump Truck	2 4	43.60 168.00	87.20 672.00
7/24/2015		Flounder: Called out by Missions. Found main breakers damaged due to power surge. Replaced damaged breakers. Used Vac truck to clean up spill. Limed and disinfected spilled area.				
		Ni G Labor Overtime	Overtime General Labor - 4	2	180.00	360.00
		Ni General Labor Ov...	Overtime Technician-mechanical - 2	2	135.00	270.00
		Service Truck Ni	Service Truck	2	15.00	30.00
		Vactor Truck	Vactor Truck	4	120.00	480.00
		Pump Truck - Ni	Pump Truck	4	168.00	672.00
		Mounting Base breaker 3P	Mounting Base 3P 240V 100A CB	2 2	32.73 134.56	65.46 269.12
	7/25/2015		Delmar/Flounder and All other Lift Stations: Emergency weather conditions, causing high level alarms and spillage. Manually ran lift station to control flow. Installed bypass/auxiliary pumps due to high head pressure. Cleaned up and limed spill areas. Hauled sewage.			
		Ni G Labor Overtime	Overtime General Labor -4	12	180.00	2,160.00
		Ni General Labor Ov...	Overtime Technician- 2	12	135.00	1,620.00
		Service Truck Ni	Service Truck	12	15.00	180.00
			Total			
			Payments/Credits			
			Balance Due			

Utility Group of Florida, LLC.

10130 Scenic Dr.
 Port Richey, FL 34668
 Phone (727) 863-5161
 Fax (727) 869-5913

Invoice

Date	Invoice #
8/18/2015	0060171
Due Date	Terms
9/17/2015	Net 30

Bill To
Ni Florida, LLC 10130 Scenic Drive Port Richey, FL 34668

P.O. No.
06121150
Project

Service Date	Item	Description	QTY	Rate	Amount
8/3/2015	Crane Truck - NI	Crane Truck Charge	12	35.00	420.00
	Vactor Truck	Vactor Truck	10	120.00	1,200.00
	Pump Truck - Ni	Pump Truck	24	168.00	4,032.00
	Pump/s Repair - Ni	Pump Rental and Setup	1	7,204.49	7,204.49
	Parts / Materials Pro...	Parts and materials from Pasco - all lift station	1	282.26	282.26
		Flounder and Delmar: Responded to high Wet Well SCAOA alarm due to floating and severe weather. Used VAC Truck to clean up and maintain intermittent SSO's all day. Manually controlled and monitored all lift stations. Pumped Hendry and Port Hudson to Sunnydale. Limed spilled area.			
	Ni General Labor	General Laborers - 3	8	90.00	720.00
	Ni General Labor Ov...	Overtime Technician-mechanical 2	2	135.00	270.00
	Vactor Truck	Vactor Truck	8	120.00	960.00
	Ni Labor Technician	Technician	8	45.00	360.00
Crane Truck - NI	Crane Truck Charge	8	35.00	280.00	
8/8/2015		Re-fueled pumps, cleaned up rags and spillage area.			
	Ni Labor Technician	Technician Storm Response	4	45.00	180.00
	Ni General Labor	General labor - Storm Response	4	30.00	120.00
	Crane Truck - NI	Crane Truck Charge - Storm Response	4	35.00	140.00
	Parts / Materials Pro...	Diesel 72.107 gallons - Storm Response	1	210.98	210.98
		Flounder Lift Station: Called in for High Wet Well Scada Alarm due to flooding and severe weather. Used Vac Truck/pumper trucks to suck flow from Flounder and Hendry and Port of Hudson and dumped at Sunnydale. Sucked out storm drain area and limed entire spill area and street.			
	Ni G Labor Overtime	Overtime General Laborers - 3	6	135.00	810.00
	Ni General Labor Ov...	Overtime Technician-mechanical	6	67.50	405.00
	Crane Truck - NI	Crane Truck Charge	6	35.00	210.00
	Vactor Truck	Vactor Truck	6	120.00	720.00
Pump Truck - Ni	Pump Truck	7.5	168.00	1,260.00	
			Total		
			Payments/Credits		
			Balance Due		

Utility Group of Florida, LLC.

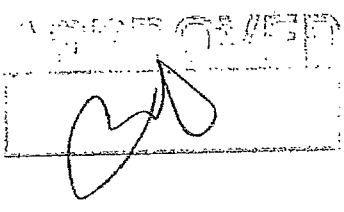
10130 Scenic Dr.
 Port Richey, FL 34668
 Phone (727) 863-5161
 Fax (727) 869-5913

Invoice

Date	Invoice #
8/18/2015	0060171
Due Date	Terms
9/17/2015	Net 30

Bill To
Ni Florida, LLC 10130 Scenic Drive Port Richey, FL 34668

P.O. No.
06121150
Project

Service Date	Item	Description	QTY	Rate	Amount
8/7/2015	Ni Labor Technician Ni General Labor Service Truck Ni	Helped Godwin Pump pick up bypass pumps from lift station.			
		Disassemble pumps and hoses for pumps.	4	45.00	180.00
		Technician	4	60.00	240.00
		General Laborers 2 Service Truck	4	15.00	60.00
					
Total					\$28,340.51
Payments/Credits					\$0.00
Balance Due					\$28,340.51



Arthur H Price Jr, Septic Tank Service, Inc.

5534 Wray Way
Holiday, FL 34690-3026
(727) 845-0632
FAX 934-4687

Invoice

DATE INVOICE NO.
7/24/15 86312

BILL TO

NI Florida LLC
dba Utility Group of Florida, LLC
10130 Scenic Dr
Port Richey, FL 34668-3638

DESCRIPTION	REP	P.O. NO.	TERMS	PROJECT	QTY	RATE	AMOUNT
Hour Use of Pump Truck P-105 W/operator to run "pump & dump" on Delmar lift station from 5:00PM - 9:00PM	RWR		Due on receipt		4	140.00	560.00

INV# 0060171

We appreciate your business!

Total \$560.00



Arthur H Price Jr, Septic Tank Service, Inc.

5534 Wray Way
Holiday, FL 34690-3026
(727) 845-0632
FAX 934-4687

Invoice

DATE INVOICE NO.
7/24/15 86309

BILL TO

NI Florida LLC
dba Utility Group of Florida, LLC
10130 Scenic Dr
Port Richey, FL 34668-3638

DESCRIPTION	REP	P.O. NO.	TERMS	PROJECT	QTY	RATE	AMOUNT
Hour Use of Pump Truck P-106 W/operator to run pump & dump on Flounder due to no electric to lift station from 5:00PM - 9:00PM	WGN		Due on receipt		4	140.00	560.00

1000 \$

We appreciate your business!

Total \$560.00



Invoice

Sold by:

Branch 019
 202 Winston Creek Parkway
 Lakeland, FL 33810-2866
 Tel: 863-682-8800
 Fax: 863-682-5200

Remit to: Xylem Dewatering Solutions, Inc.
 P.O. Box 935152
 Atlanta, GA 31193-5152
 Phone: 856-467-3636

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Florida Utility Group LLC
 10130 Scenic Dr
 Port Richey, FL 34668-3638

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Florida Utility Group LLC
 Flouder & Stingray
 Delmar & Sea Ranch
 Hudson, FL 34667

Order No.	Invoice Date	Invoice No.
00005830	07-27-2015	400526422

Customer/PO	Order/By	Contract/Date	Service Contract #	Sales Representative	Order Taken By	Payment Terms
Set Up 219008272/219008271	Mr. John Wittenzellner	07-25-2015	219008273	Jed Church	Jed Church	Net 30
QTY	ITEM	DESCRIPTION			UNIT AMOUNT	EXTENDED AMOUNT
3.50	LABOR	Labor Standard Rate			165.00	577.50
<p>POSTED</p> <p><i>To be billed to mi due to flooding. \$741.52</i></p>						
<p>ALL PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE</p>						
		Rental	Labor	Shipping	Misc. Charges	Taxes
		\$ 0.00	\$ 577.50	\$ 0.00	\$ 0.00	\$ 10.43
Total Invoice						\$ 617.93



Invoice

Sold by:

Branch 019
 202 Winston Creek Parkway
 Lakeland, FL 33810-2866
 Tel: 863-682-8800
 Fax: 863-682-5200

Remit to: Xylem Dewatering Solutions, Inc.
 P.O. Box 935152
 Atlanta, GA 31193-5152
 Phone: 866-467-3636

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 Florida Utility Group LLC
 10130 Scenic Dr
 Port Richey, FL 34668-3638

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 Florida Utility Group LLC
 Flounder & Stingray
 Hudson, FL 34667

Orig. No.	Invoice Date	Invoice No.
00005830	08-11-2015	400530082

Customer PO #	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms	
#	Mr. John Wittenzellner	07-25-2015	219008272	Jed Church	Jed Church	Net 30	
QTY	ITEM	DESCRIPTION		PER	DAYS	RATE	AMOUNT
Rental 07/25/2015 Thru 08/05/2015 *Return*							
1	D-62840	NC150 6" 4045T290-IT4 RGT Diesel Pump • 6" FQD x 6" MQD		2	W		
1	MP-501	Auto Diesel Control 12V W/65' Floats A91		2	W		
2	HSCM060020F1NR	6" x 20' Composite Hose W/150#FL		2	W		
1	HSHX060020QDPR	6" x 20' Lt Wt Helix Hose W/QD		2	W		
1	HSWS060010QDSR	6" x 10' Black Water Suction Hose W/QD		2	W		
1	SCMS060NA000R	6" Suction Screen • with QD Fitting		2	W		
1	DISCHARGEHOSER	10' Leak Off Hose		2	W		
2	ACCESSORYR	Nuts, Bolts & Gaskets		2	W		

\$3,051.95

ALL PAST DUE INVOICES ARE SUBJECT TO
 1 1/2% PER MONTH SERVICE CHARGE

Rental	Labour	Shipping	Misc. Charges	Taxes
\$ 2,376.90	\$ 0.00	\$ 0.00	\$ 0.00	\$ 166.39
Total Invoice				\$ 2,543.29



Sold by:

Invoice

Branch 019
 202 Winston Creek Parkway
 Lakeland, FL 33810-2866
 Tel: 863-682-8800
 Fax: 863-682-5200

Remit to: Xylem Dewatering Solutions, Inc.
 P.O. Box 935152
 Atlanta, GA 31193-5152
 Phone: 856-467-3636

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Florida Utility Group LLC
 10130 Scenic Dr
 Port Richey, FL 34668-3638

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Florida Utility Group LLC
 Delmar & Sea Ranch
 Hudson, FL 34667

Order No.	Invoice Date	Invoice No.
00005830	08-11-2015	400530081

Page 1 of 1

Customer/PO #	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms	
#	Mr. John Wittenzellner	07-25-2015	219008271	Jed Church	Jed Church	Net 30	
QTY	ITEM	DESCRIPTION		PER	D/W/M	RATE	AMOUNT
		Rental 07/25/2015 Thru 08/05/2015 *Return*					
1	D-62038	Godwin CD150M 6" 4045D-T2 RGT 60G Diesel Pump • 6" FQD x 6" MQD		2	W		
1	MP-1232	Auto Diesel Control 12V W/65' Flcats A91		2	W		
2	HSCM080020F1NR	6" x 20' Composite Hose W/150#FL • with QD Fitting		2	W		
1	HSHX060020QDPR	6" x 20' Lt Wt Helix Hose W/QD		2	W		
1	SCMS060NA000R	6" Suction Screen • with QD Fitting		2	W		
1	DISCHARGEHOSER	Leak Off Hose		2	W		
1	ACCESSORYR	Nuts, Bolts & Gaskets		2	W		
1	DZONE01ROLLBACK	Delivery Zone 1 - Rollback					
1	PZONE01ROLLBACK	Pickup Zone 1 - Rollback					

\$3411.02

ALL PAST DUE INVOICES ARE SUBJECT TO
 1 1/2% PER MONTH SERVICE CHARGE

Rental	Labor	Shipping	Misc. Charges	Taxes
\$ 2,095.80	\$ 0.00	\$ 600.00	\$ 0.00	\$ 146.71

Total Invoice

\$ 2,842.51

UGOF

OLD TO:

Pasco Pipe Supply

INCORPORATED

14700 U.S. HWY 19 • HUDSON, FLORIDA 34667

PHONE (727) 863-4339
1-800-282-8152

(727) 863-3047
FAX (727) 863-2469

SHIP TO:

POSTER

DESCRIPTION:

INVOICE NUMBER **172440**

COMMENTS:

DATE	P.O. NUMBER	REQUESTED DATE	SALESMAN	PICKED BY	CHECKED BY	SHIPPED BY	SHIPPED DATE	<input type="checkbox"/> DEPOSIT
7/22/15			Mike					<input type="checkbox"/> C.O.D.

ORDERED	ORDERED	SHIPPED	BACK ORDERED	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	1		2" x 1" D/S Saddle	21.11	21.11
1	1	1	ESL	1" x 3/4" RB galv.	2.12	2.12
1	1	1	ESL	3/4" Coop Stop MIP x CTS Bgnas	45.90	45.90
1	1	1		3/4" " " " x FIP " "	37.71	37.71
500'	500'	500'	ESL	10 gauge Green Wire	122.86	122.86
1	1	1	ESL	3" Hymax Cap.	125.49	125.49
1	1	1		6" x 4" Conc. Fly Reel	100.25	100.25
1	1	1		4" Flg. SS 304 Acc Kit	17.80	17.80
2	2	2		6" " " " " " "	25.90	51.80
1	1	1		After Hours Saturday	50.00	50.00
2	2	2		4" Fernco PIP	7.10	14.20
2	2	2		3" Camlock Gaskets	1.00	2.00
1	1	1		3" DC300 CAM ALUM.	18.48	18.48
1	1	1		4" DC400 CAM "	25.60	25.60
1	1	1		3" DC300 CAM "	25.00	25.00
1	1	1	ESL	4" A400 CAM "	31.30	31.30
1	1	1		3" CL. NIP. GALV.	8.60	8.60
1	1	1	Use truck	4" x 3" NIP. "	16.47	16.47
2	2	2		4" SLIP CAP 3034 SW	2.38	4.76
4	4	4		620-096 5/8 GEAR CLAMP	1.67	6.68
2	2	2		4" 3034 SW	.98	1.96

TERMS: 18% INTEREST PER ANNUM ON UNPAID BALANCE. CUSTOMER AGREES TO PAY A REASONABLE ATTORNEY'S FEE AND ALL COST AND EXPENSES OF COLLECTION AND SUIT IF NECESSARY.

* EXTENSIONS SUBJECT TO CORRECTION

RECEIVED BY:

CUSTOMER COPY

235.21
+1536 tax

SUB-TOTAL	7300.4
SALES TAX	511.0
TOTAL	781.19



Arthur H Price Jr, Septic Tank Service, Inc.

5534 Wray Way
Holiday, FL 34690-3026
(727) 845-0632
FAX 934-4687

Invoice

DATE 7/25/15
INVOICE NO. 86318

BILL TO

NI Florida LLC
dba Utility Group of Florida, LLC
10130 Scenic Dr
Port Richey, FL 34668-3638

REP P.O. NO. TERMS PROJECT
MJF Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Hour Use of Pump Truck P-108 W/operator to run "pump & dump" during issues with lift station @ Canal & Hendry from 9:00AM - 6:00PM	9	140.00	1,260.00

We appreciate your business!

Total \$1,260.00



Arthur H Price Jr, Septic Tank Service, Inc.

5534 Wray Way
Holiday, FL 34690-3026
(727) 845-0632
FAX 934-4687

Invoice

DATE INVOICE NO.
7/25/15 86334

BILL TO

NI Florida LLC
dba Utility Group of Florida, LLC
10130 Scenic Dr
Port Richey, FL 34668-3638

DESCRIPTION	REP	P.O. NO.	TERMS	PROJECT	QTY	RATE	AMOUNT
Hour Use of Pump Truck P-105 W/operator to run "pump & dump" at lift station for Scenic Dr, PR from 10:00AM - 3:30PM	RWR		Due on receipt		5.5	140.00	770.00

We appreciate your business!

Total

\$770.00



Arthur H Price Jr, Septic Tank Service, Inc.

5534 Wray Way
Holiday, FL 34690-3026
(727) 845-0632
FAX 934-4687

Invoice

DATE INVOICE NO.
7/25/15 86326

BILL TO

NI Florida LLC
dba Utility Group of Florida, LLC
10130 Scenic Dr
Port Richey, FL 34668-3638

DESCRIPTION	REP	P.O. NO.	TERMS	PROJECT
	WGN		Due on receipt	
Hour Use of Pump Truck P-106 W/operator to run "pump & dump" at lift stations from 9:00AM - 6:30PM			QTY	RATE AMOUNT
			9.5	140.00 1,330.00

Thank you for your business!

Total

\$1,330.00



Arthur H Price Jr, Septic Tank Service, Inc.

5534 Wray Way
Holiday, FL 34690-3026
(727) 845-0632
FAX 934-4687

Invoice

DATE INVOICE NO.
8/8/15 86689

BILL TO

NI Florida LLC
dba Utility Group of Florida, LLC
10130 Scenic Dr
Port Richey, FL 34668-3638

DESCRIPTION	REP	P.O. NO.	TERMS	PROJECT	
	SRN		Due on receipt		
			QTY	RATE	AMOUNT
Hour Use of Pump Truck P-109 W/operator to run "pump & dump" @ Flounder from 12:30pm to 4:30			4	140.00	560.00

We appreciate your prompt payment.

Total \$560.00



Arthur H Price Jr, Septic Tank Service, Inc.

5534 Wray Way
Holiday, FL 34690-3026
(727) 845-0632
FAX 934-4687

Invoice

DATE 8/8/15
INVOICE NO. 86687

BILL TO

NI Florida LLC
dba Utility Group of Florida, LLC
10130 Scenic Dr
Port Richey, FL 34668-3638

DESCRIPTION	REP	P.O. NO.	TERMS	PROJECT	QTY	RATE	AMOUNT
Hour Use of Pump Truck P-108 W/operator to run "pump & dump" @ Flounder from 1:45pm to 5:15	MJF		Due on receipt		3.5	140.00	490.00

We appreciate your business!

Total \$490.00

Ni Florida, LLC
Docket No. 160030-WS

Florida Public Service Commission
Staff's Third Data Request

Question 8: Please provide a copy of the electronic monitoring contract with Mission Communications, LLC

Response: See attached customer service agreement and terms of use and the annual service invoice for \$3,380.40 with Mission Communications, LLC. All subsequent purchases of Mission Units are covered by the initial customer service agreement. The \$3,380.40 is a recurring expense and should be added to O&M as a pro forma adjustment.

Prepared by: Benny Wilkinson



INVOICE

Mission Communications, LLC

3060 C Business Park Dr.
Norcross, GA 30071-5400

Phone: 678-969-0021

Fax: 678-969-0541

Invoice Date

8/17/2016

Invoice Number

1003771

Bill To

Ni America, LLC
Accounts Payable
PO Box 290910
Columbia, SC 29229

Ship To

CUSTOMER PO		END USER			SHIPPING METHOD		DUE DATE	
Annual Service							9/16/2016	
S.O. No.		SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS		
		AWC C	C	8/17/2016		Net 30		
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	580R	Service Package - M800 Series - 1 year, NON-SHIP, Renewal	15MIS16841	Tower and Starboard	9/1/2016	8/31/2017	563.40	563.40
1	580R	Service Package - M800 Series - 1 year, NON-SHIP, Renewal	15MIS16842	Tower and Port	9/1/2016	8/31/2017	563.40	563.40
1	580R	Service Package - M800 Series - 1 year, NON-SHIP, Renewal	15MIS16843	Rhodes Road	9/1/2016	8/31/2017	563.40	563.40
1	580R	Service Package - M800 Series - 1 year, NON-SHIP, Renewal	15MIS16844	Tower and Coxswain**...	9/1/2016	8/31/2017	563.40	563.40
1	580R	Service Package - M800 Series - 1 year, NON-SHIP, Renewal	15MIS16845	Tower and Beacon	9/1/2016	8/31/2017	563.40	563.40
1	580R	Service Package - M800 Series - 1 year, NON-SHIP, Renewal	15MIS16846	Tower and Cabin	9/1/2016	8/31/2017	563.40	563.40

Please make checks payable to Mission Communications, LLC

For your convenience Mission accepts credit cards. Card payments less than \$3,000 received within (7) days of the invoice date may avoid the 3% credit card processing fee.

If you have any questions concerning this invoice please contact our accounting department, 877-993-1911 option 5, accounting@123mc.com

Subtotal	USD 3,380.40
Sales Tax (0.0%)	USD 0.00
Payment Received	USD 0.00

Balance Due USD 3,380.40

Mission Communications, LLC
Customer Service Agreement and Terms of Use

This Agreement (hereinafter referred to as the "Agreement") is entered between MISSION COMMUNICATIONS, LLC, a Georgia limited liability company (hereinafter referred to as "Mission") and the entity and individuals utilizing Mission's products and services, including its web site and database information (hereinafter collectively referred to as the "Customer") and is effective upon activation and use by Customer of Mission's products and services.

The Parties: Mission is engaged in the business of providing wireless communications and database systems for managing and monitoring remote equipment in a supervisory manner, including such industrial applications as water and wastewater systems. The Customer desires to use and benefit from Mission's communications and database system, which is to be installed by the Customer on-site at the Customer's premises.

Customer acknowledges and understands that by activating and utilizing Mission's products, services, web site and/or data-based information, Customer is agreeing to be bound by the following terms contained in this Agreement. ACCEPTANCE OF HARDWARE AND/OR THE PROVISION OF SERVICES FROM MISSION SHALL BE DEEMED TO CONSTITUTE AN AGREEMENT ON CUSTOMER'S PART TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

The Terms: In consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, including Customer's use of Mission's products and services, the parties hereby agree as follows:

1. **Mission's Services.** Mission agrees to use commercially reasonable efforts to provide Customer with monitoring and notification services by utilizing automated calling, paging, e-mailing, faxing, or TCP/IP transfer of data to an OPC compliant database to Customer's designated destinations as set forth in the Mission web site database.

2. **Customer Responsibilities.**

(a) Customer understands that Mission will not respond to or take action related to those events about which Mission provides monitoring and notification. Customer further understands that it is solely responsible for the final entries and schedules set forth in the Mission database notwithstanding the fact that Mission may have initially entered the monitoring and notification information in that database on the Customer's behalf.

(b) Customer also understands that the information residing in Mission's database, including, without limitation, notification lists, schedules and alarm points, can be changed by the Customer. Customer further understands and agrees that it bears the sole risk of loss or damage that may result from changes to the Mission database made by or on behalf of the Customer, and that such changes may prevent or impair the ability of the Mission monitoring and notification system from providing timely and successful notifications of detected events to Customer's designated destinations. Customer agrees to test the system(s) on a regular basis to ensure that they are working properly.

(c) Customer must provide its own on-site installation and maintenance services. Customer agrees to test all analog and digital input alarms on a regular basis (no less than every six months) and ensure that each alarm point successfully sends alarm transmissions to Mission and that the Mission notification services accurately and completely notify all the Customer's intended recipients. If any real or perceived failures occur, the Customer shall notify Mission immediately in writing of such failures. Mission shall use commercially reasonable efforts to resolve the failures noted in the writing delivered to Mission by Customer, but in no case will Mission be obligated to travel to the Customer's premises to perform diagnostic or corrective actions.

3. **Carrier Services.**

(a) Customer understands and agrees that Mission makes no representations, promises, warranties, or guarantees that there will be no interruptions in service or delays in performing service, or as to the quality, usefulness, completeness and reliability of such service, and further that Mission provides no assurances that such service will be free of errors. Customer acknowledges that Mission utilizes wireless data services that may be provided by ATT, Verizon, Sprint-Nextel, Rogers Communications, T-Mobile and various participating carriers, and that such providers disclaim any and all liability arising from the Customer's use of Mission's products and services. Customer further understands that Mission has no control of, or responsibility for, the paging, cellular, radio, telephone, internet or other communication medium which the Customer may rely upon for delivery of alarm or other messages sent by Mission.

(b) Customer understands and agrees that it has no contractual relationship with the underlying wireless service carrier and Customer is not a third party beneficiary of any agreement between Mission and underlying carrier. Customer understands and agrees that the underlying carrier shall have no legal, equitable, or other liability of any kind to Customer. In any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Customer's exclusive remedy against Mission for claims arising in any

way in connection with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, is limited to payment of damages as described in 4.c.

(c) Customer shall indemnify and hold harmless the underlying wireless service carrier and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with this Agreement or the use, failure to use, or inability to use the number except where the claims result from the underlying carrier's gross negligence or willful misconduct. This indemnity shall survive the termination of the Agreement.

(d) Customer has no property right in any number assigned to it, and understands that any such number can be changed from time to time.

(e) Customer understands and agrees that Mission and the underlying carrier cannot guaranty the security of wireless transmissions, and will not be liable for any lack of security relating to the use of the services.

(f) The service is for Customer's use only and Customer may not resell the service to any other party.

4. **Customer Indemnification; Limitation of Liability.** Customer agrees that in further consideration of being granted the right to utilize Mission's monitoring and notification service, the Customer, on behalf of itself, and any employees and agents agrees:

(a) To indemnify, defend and hold Mission, its members, managers, directors, officers, employees, agents, suppliers or affiliated companies harmless against any and all claims, demands or actions based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including without limitation, attorneys' fees and court costs, that may result from the operation of Mission's products and services, or from the failure of the Mission system to report a given event or condition.

(b) To release, waive, discharge and covenant not to sue Mission, its members, managers directors, officers, employees, agents, suppliers or affiliated companies harmless from any and all liabilities arising from any claim, demand or action based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including without limitation, attorneys' fees and court costs, that may result from operation of Mission's products and services, or from the failure of the Mission system to report a given event or condition.

(c) That in the event Mission is found to be liable for any loss or damage arising out of negligence, mistakes, omissions, interruptions, delays, errors or defects in Mission's products or services, such liability shall not exceed the total amount paid by the Customer to Mission for Mission's services for the previous six (6) months or \$250.00, whichever is greater.

(d) That neither Mission nor its members, managers, directors, officers, employees, or agents is an insurer and that the Customer is to maintain its own insurance coverage sufficient to provide compensation for any loss, damage, or expense that may arise in connection with the use of Mission's products or services.

5. **Limited Warranty.** Mission warrants that its products are free from defects in material and workmanship for the periods set forth in the respective product sales information. Mission's sole obligation under this limited warranty is to repair or replace the product, at Mission's option, unless the product has been misused or improperly repaired or serviced by any party other than authorized Mission personnel, in which case the limited warranty is voided. Other than this limited warranty, Mission's products and services are provided with no other warranties, express or implied, including any WARRANTIES OF MERCHANTABILITY or fitness for a particular purpose.

6. **No Life Safety Use.** Mission's products and services are intended to monitor and notify Customer of events relating only to Customer's non-critical mechanical and electrical equipment, and are not intended to be used for life-safety, burglary or fire detection and reporting or control system and Customer hereby expressly agrees that under no circumstances shall it use Mission's products and services for any life-safety, burglary or fire detection and reporting or control system uses whatsoever. Customer hereby indemnifies, defends and agrees to hold Mission, its members, managers, directors, officers, employees, agents, suppliers or affiliated companies harmless against any and all claims, demands or actions based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including, without limitation, attorneys' fees and court costs that may result from Customer's breach of this **Paragraph 6.**

7. **Relay or Output Control.** In the case that Customer chooses to utilize the Mission system to perform manual or automatic (as may be provided by Mission at the time) relay or output control for pump, well, valve or any related application, Customer agrees that Mission performs this service on a best efforts basis only. Mission recommends that Customer not rely on Mission solely for the control of remote relay activated devices and that Customer should make provision for alternate means of remotely or locally operating said controls. Mission strongly recommends that Customer make electrical or mechanical provisions at the remotely controlled site equipment that will properly control said

remote relay control functions. Customer understands and acknowledges that there are other providers of such remote control technologies.

8. **Hardware and Monitoring Fees.** Customer agrees to pay Mission for hardware and a monitoring fee, which fee is to be prepaid on an annual basis, as indicated in Customer's invoice. The first annual service fee and hardware costs are to be paid within 30 days from the date of shipment of the Mission hardware. Annual service activation will commence on the 30th day after purchase. If the Customer has not installed units at this time, it may request reasonable additional time to install units prior to annual service commencement. This extension is totally at the discretion of Mission. Units ordered that will not be installed immediately should be ordered as inactive so as to avoid unnecessary loss of service on the Customer's part. After the expiration of the initial one-year term, this Agreement shall automatically renew for additional one-year periods, unless canceled by written notice to Mission at least sixty (60) days prior to expiration date of the then current term. Units added in subsequent years will be initially billed at the then current annual service price as published in the current Mission price list or at the price initially invoiced the Customer, whichever is greater. Once a field RTU is in service, Mission shall not increase that device's annual monitoring fee by more than an amount equal to the annual percentage increase in the United States Bureau of Labor Statistics "Consumer Price Index." Mission shall have the right to increase the annual monitoring fee annually or, in the event it does not do so annually, it may at any time increase the annual monitoring fee by the cumulative percentage increase in the Consumer Price Index from either the initial service date or the last date that Mission so increased the annual monitoring fee, in either case to the then date of adjustment. This annual service pricing policy shall apply to all makes and models of Mission hardware and services.

9. **Use of Mission's Products.** The Customer understands the intended uses of Mission's products and services and will ensure that they are used in the intended and safe manner. In the event of a malfunctioning unit and after notification to Customer and attempting to rectify the situation, Mission shall have the right to take the unit out of service and keep it out of service until such time as the malfunction has been remedied. In addition, it is agreed that the Customer shall contact Mission personnel if the Customer does not know how to install or operate Mission's products and services.

10. **Consent to Jurisdiction.** Regardless of the place of contracting or performance, this Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Georgia, and that any suit, action or other legal proceeding involving this Agreement shall be brought exclusively within the State or Federal Courts situated in Atlanta, Georgia. Customer hereby irrevocably consents to and submits to the personal jurisdiction of such courts and irrevocably waives any and all defenses inconsistent with this Paragraph.

11. **Entire Agreement.** The parties hereto acknowledge and agree that this Agreement, together with the Mission Business Performance Guarantees set forth in that certain "Managed SCADA document, Literature Code I-4", as amended from time to time and which by this reference is made an integral part hereof, contain the entire agreement between Mission and the Customer, and that there are no other representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein or therein. The conditions set forth in this Agreement shall take precedence over any other conditions, and no contrary, additional or different provisions or conditions shall be binding on Mission unless accepted by Mission in writing. It is a condition of this transaction between Mission and Customer that any provisions printed or otherwise contained in any purchase order issued by Customer, or any acknowledgment, acceptance, objection, or confirmation of this Agreement issued by Customer, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this Agreement made by Customer, shall have no force or effect. The terms contained herein shall be controlling in the event of any inconsistency with the Customer's purchase order or other communications of Customer.

12. **Severability.** In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

13. **Binding Effect; No Assignment by Customer.** This Agreement shall be binding upon each of the parties hereto, together with their respective heirs, successors and permitted assigns. Customer shall have no right to assign any or all of its rights under this Agreement without the prior written consent of Mission.