

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No. 150071-SU

\_\_\_\_\_/

DIRECT TESTIMONY

OF

ANN M. AKTABOWSKI

On behalf of

HARBOR SHORES CONDOMINIUM  
UNIT OWNERS ASSOCIATION INC.  
(Harbor Shores)

EXHIBITS

- AMA-1 Cross Petition filed by Harbor Shores
- AMA-2 QuickBooks Report
- AMA-3 Utility Agreement between Harbor Shores and KWRU
- AMA-4 Residential Agreement between Tortuga West and KWRU
- AMA-5 Residential Agreement between Stock Island Holdings and KWRU
- AMA-6 General Service Agreement between El Mar Resort and KWRU
- AMA-7 Letter from Harbor Shores to KWRU requesting we be added as customers
- AMA-8 Letter from KWRU responding to AMA-7 request
- AMA-9 Pre-Rate-Increase Spreadsheet from KWRU
- AMA-10 Pre-Rate-Increase Sample "Bills" from KWRU for Units 8 & 44
- AMA-11 Post-Rate-Increase Spreadsheet from KWRU
- AMA-12 Post-Rate-Increase Sample "Bills" from KWRU for Units 8 & 44
- AMA-13 FKAA bills for Harbor Shores two Master Meters
- AMA-14 Letter and documents from KWRU regarding service and deposits sent to each individual member of Harbor Shores.

**Q. Please state your name, profession and address..**

**A.** My name is Ann M. Aktabowski. I am the financial and Administrative Assistant for the Harbor Shores Condominium Unit Owners Association Inc. (Harbor Shores) and former Director/Secretary/Treasurer for Harbor Shores.

**Q. State briefly your educational background and experience.**

**A.** I was born and raised in Ireland and armed with a solid parochial education, I immigrated to the USA in 1965. Prior to my retirement in 2010, I spent 45 years in the aviation industry rising through the ranks from Reservations Agent to Vice President of Customer Services and Chief of Security worldwide.

**Q. Have you previously appeared and presented testimony before any regulatory bodies.**

**A.** Yes, I have appeared and testified before regulatory agencies including, but not limited to, the Federal Aviation Administration, Homeland Security, Congressional committees and a number of foreign aviation regulatory commissions, I also appeared before the Public Service Staff at a hearing here in Key West on 12/10/2015 regarding the above named application.

**Q. On whose behalf are you presenting this testimony?**

**A.** I am presenting this testimony and appearing on behalf of Harbor Shores Condominium Unit Owners Association Inc. (Harbor Shores), an intervenor in the present docket.

**Q. What is the purpose of your direct testimony?**

**A.** The purpose of my direct testimony is to present information and documentation to show the impact on our members of this increase in sewer rates and charges and to assist the Commissioners and Staff in determining if Harbor Shores should have been classified as a General Service customer since the last rate case in 2009 and, if so, what action should the Commission take to refund the excess payments made by Harbor Shores since 2009.

**Q. Are you sponsoring any exhibits?**

**A.** Yes, I am sponsoring 14 exhibits and they are as follows; AMA-1 The Cross-Petition filed by Harbor Shores on April 20, 2016 with Items 7 & 8 supporting the adverse financial impact of the increase in rates and charges as currently implemented. AMA-2 is a QuickBooks report showing payments made by Harbor Shores to KWRU from May 2007 through 2016 year to date totaling \$267,245.21k AMA-3 is a copy of the Utility Agreement between

Harbor Shores and KWRU. AMA-4 By way of comparison, is a copy of the Residential Utility Agreement between Tortuga West and KWRU. AMA-5 By way of comparison, is the Residential Utility Agreement between Stock Island Holdings and KWRU. AMA-6 is a copy of General Service Utility Agreement between El Mar RV Resort and KWRU. AMA-7 is a copy of a letter from Harbor Shores to KWRU requesting that KWRU add Harbor Shores as a customer. AMA-8 is the KWRU response to AMA-7. AMA-9 is a sample "Pre-Rate-Increase" Monthly Spreadsheet (Report Criteria 4/7/2016). AMA-10 are Sample "Pre-Rate-Increase" cardboard "bills" for Units 8 and 44. AMA-11 is a sample "Post-Rate-Increase" Monthly Spreadsheet (Report Criteria 9/9/2016). AMA-12 Sample "Post-Rate-Increase" cardboard "bills" for Units 8 and 44. AMA-13 Samples of FKAA Harbor Shores Common area monthly bills for each Master Meter. AMA-14 is a copy of a letter and documents from KWRU sent to each individual member of Harbor Shores related to service and deposits.

**Q. Were the Exhibits prepared by you or someone else?**

**A.** They were prepared by me.

**Q. Is it your opinion that Harbor Shores is due a refund because of the incorrect classification of Residential instead of General service since 2009?**

**A.** Yes, because, as shown in AMA-2 Harbor Shores has overpaid by many thousands of dollars for the last seven years.

**Q. Does this conclude your direct testimony?**

**A.** Yes it does.



**CERTIFICATE OF SERVICE**

**Docket No. 150071-SU**

I HEREBY CERTIFY that a true and correct copy of the foregoing Prehearing Statement of the Office of Public Counsel has been furnished by electronic mail on this 17<sup>th</sup> day of October, 2016, to the following:

Kyesha Mapp  
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Tallahassee, FL 32399-0850  
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/s/Ann M. Aktabowski

Ann M. Aktabowski  
Representativ



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No. 150071-SU

**CROSS-PETITION OF HARBOR SHORES CONDO UNIT OWNERS  
ASSOCIATION INC. OF STOCK ISLAND FOR A FORMAL ADMINISTRATIVE  
HEARING**

**Harbor Shores Condominium Unit Owners Association Inc. (Harbor Shores)  
pursuant to Section 120.57, Florida Statutes, and Rules 25-22-029(3) and 28-106.201,  
Florida administrative Code, files this Cross-Petition for Formal Administrative  
Hearing, protesting Order No. PSC-16-0123-PAA-SU (Order) of the Florida Public  
Service Commission (Commission) issued March 23,2016.**

Preliminary Matters

1. The name and address of the agency affected and the agency's docket number is:

Florida Public Service Commission  
25440 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850  
Docket No. 150071-SU

2. The name of the Utility and it's mailing address is:

KW Resort Utilities Corp (KWRU)  
6630 Front Street  
Key West, FL 33040-6050

3. The name and address of the person authorized to receive notices and  
communications in respect to this matter is:

Ann M Aktabowski  
Harbor Shores Condominium Unit Owners Association  
6800 Maloney Ave. Unit 100  
Key West, FL 33040  
Phone: (770) 862-6200  
Email: HarborShoresHOA@gmail.com

4. Harbor Shores received a copy of the Order via the PSC website after  
notification by the Office of Public Counsel (OPC) that it had been posted and a copy of  
OPC's Petition and Monroe County's Petition from that same source.



5. The interests of Harbor Shores are substantially affected by the Order. Harbor Shores agrees with all of the specific facts that warrant reversal or modification as detailed and protested in the Petitions and Protests filed by Monroe County and the Office of Public Counsel and in addition, Harbor Shores specifically protests the current designation of "Residential Customers" and the associated charges currently being billed monthly by KWRU.

6. KWRU provides wastewater services to Harbor Shores on Stock Island in Monroe County. Harbor Shores is a Mobile Home Community with 69 Units and all Unit Owners are members of The Harbor Shores Condominium Unit Owners Association. Unit Owners pay monthly Maintenance fees which, among other services, includes the costs of basic cable TV, lawn maintenance and wastewater services. Harbor Shores Association pays KWRU the monthly charges for ALL 69 UNITS even though Harbor Shores Association has no account of record with KWRU. We have been told that the Association must be responsible for collecting and paying for all residential units because KWRU has no way to shut down individual units should a unit owner fail to pay. Harbor Shores believes that this meets the very definition of a General Service customer and we should be charged accordingly.

7. In 2015 Harbor Shores Association paid KWRU \$23,243.00 for wastewater services, if the Phase 1 proposed rates were in effect for 2016, Harbor Shores charges would be approximately \$38,875, an increase of approximately 64% and if Phase 11 rates were in effect, Harbor Shores's charge would be approximately \$42,312, an increase of approximately 82%.

8. If Harbor Shores Association was designated a General Service customer, as we believe we should have been in 2007, we would have paid \$15,303 in 2015 for wastewater services and if the Phase 1 proposed rates were in effect for 2016, the charges would be approximately \$22,218 and if Phase 11 rates were in effect and Harbor Shores was charged the General Service rates, the charges would be approximately \$24,462.

9. The Order establishes April 13, 2016 as the date by which petitions must be filed, and cross petitions may be filed within ten days thereafter. This Cross-Petition is timely filed.

10. This Cross-Petition is filed for the purpose of seeking the Commission's action with respect to:

1. All of the issues and protests raised in the petitions filed by OPC and Monroe County.
2. Ensuring that Harbor Shores and other customers of KWRU are properly categorized and charged the appropriate rates for that category of customer.



3. Requiring KWRU to issue a refund to Harbor Shores for overcharges incurred over the last 9 years and/or for the maximum refund allowed by PSC regulations.

Wherefore, Harbor Shores Condominium Unit Owners Association cross-protests and objects to Order No. PSC-16-0123-PAA-SU as to the specifics raised in this Cross-Petition, and cross-petitions the Commission to consider a formal evidentiary hearing, under the provisions of Section 120.57(1), Florida statutes and further requests that such hearing be scheduled at a convenient time within or as close to practical to the Utilities service area.

Respectfully submitted on this 20<sup>th</sup> day of April, 2016 by:

Ann M. Aktabowski  
Harbor Shores  
6800 Maloney Ave. Unit 100  
Key West, FL 33040  
Phone: 770 862-6200  
HARBORSHORESHOA@GMAIL.COM

/s/ Ann M. Aktabowski  
ANN M. AKTABOWSKI  
For Harbor Shores





**CERTIFICATE OF SERVICE**  
**DOCKET NO. 150071-SU**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by E-mail to the following parties this 19<sup>th</sup> day April, 2016:

Erik L. Sayler, Esquire  
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Monroe County Attorney's Office  
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[Hall-Cynthia@MonroeCounty-fl.gov](mailto:Hall-Cynthia@MonroeCounty-fl.gov)

/s/ Ann M. Aktabowski  
ANN M. AKTABOWSKI



9:45 AM

10/03/16

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DOCKET No. 150071

**Harbor Shores Condominium Unit Owners Association, Inc.**  
**All Payments Issued for Key West Resort Utilities Corp.**  
**All Transactions**

Type	Num	Date	Amount
Bill Pmt -Check	BillPay	09/15/2016	3,029.94
Bill Pmt -Check	BillPay	08/15/2016	3,285.07
Bill Pmt -Check	BillPay	07/13/2016	3,054.08
Bill Pmt -Check	BillPay	06/16/2016	3,232.61
Bill Pmt -Check	BillPay	05/19/2016	2,830.86
Bill Pmt -Check	BillPay	04/15/2016	2,058.61
Bill Pmt -Check	BillPay	03/15/2016	1,652.27
Bill Pmt -Check	Billpay	02/14/2016	2,035.79
Bill Pmt -Check	EFT	01/20/2016	1,859.36
Bill Pmt -Check	BillPay	12/10/2015	1,944.40
Bill Pmt -Check	EFTBillPay	11/11/2015	1,805.06
Bill Pmt -Check	EFT	10/01/2015	1,813.63
Bill Pmt -Check	BillPay	09/09/2015	1,813.63
Bill Pmt -Check	Billpay	08/14/2015	1,982.02
Bill Pmt -Check	EFT	07/13/2015	1,876.77
Bill Pmt -Check	1014	06/01/2015	2,079.53
Bill Pmt -Check	1011	05/07/2015	2,054.01
Bill Pmt -Check	1007	04/05/2015	1,946.00
Bill Pmt -Check	1003	03/13/2015	1,941.76
Bill Pmt -Check	117	02/16/2015	2,137.23
Bill Pmt -Check	1802	01/06/2015	1,849.29
Bill Pmt -Check	1800	12/11/2014	1,976.54
Check	1793	11/17/2014	1,858.18
Check	1783	10/06/2014	1,814.87
Check	1778	08/22/2014	1,795.06
Check	1774	08/18/2014	1,815.21
Check	1769	07/18/2014	1,816.41
Check	1763	06/17/2014	1,940.96
Check	1758	05/15/2014	2,028.85
Check	1750	04/17/2014	2,048.22
Check	1741	03/14/2014	1,963.48
Check	1736	02/20/2014	2,019.15
Check	1726	01/12/2014	1,827.60
Check	1718	12/14/2013	1,988.20
Check	1708	11/17/2013	1,829.15
Check	1703	10/20/2013	1,843.08
Check	1695	09/18/2013	1,800.16
Check	1690	08/16/2013	1,850.05
Check	1687	07/18/2013	1,860.88
Check	1680	06/15/2013	1,971.58
Check	1675	05/15/2013	2,318.36
Check	1668	04/12/2013	2,010.92
Check	1660	03/18/2013	2,138.28
Check	1653	02/15/2013	1,853.43
Check	1641	01/08/2013	2,036.47
Check	1637	12/14/2012	2,036.47
Check	1624	10/31/2012	1,906.03
Check	1619	10/11/2012	1,859.25
Check	1611	09/12/2012	1,897.33
Check	1603	08/14/2012	1,881.65
Check	1597	07/16/2012	1,930.92
Check	1592	06/15/2012	1,980.17
Check	1587	05/13/2012	2,086.94
Check	1581	04/17/2012	2,115.11
Check	1572	03/15/2012	2,150.36
Check	1564	02/17/2012	2,086.94
Check	1557	01/26/2012	1,899.02
Check	1547	12/15/2011	1,937.15
Check	1530	11/09/2011	1,785.53
Check	1524	10/10/2011	1,823.24
Check	1519	09/16/2011	1,816.19
Check	1514	08/16/2011	1,800.33
Check	1508	07/17/2011	1,929.86
Check	1488	06/11/2011	2,029.93
Check	1484	05/25/2011	2,022.96
Check	1475	04/05/2011	2,161.54
Check	1472	03/23/2011	2,111.93

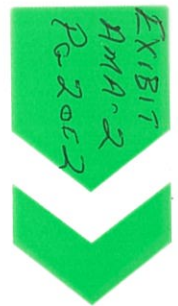


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10/03/16

**Harbor Shores Condominium Unit Owners Association, Inc.**  
**All Payments Issued for Key West Resort Utilities Corp.**  
**All Transactions**

Type	Num	Date	Amount
Check	1465	02/15/2011	1,939.32
Check	1460	01/15/2011	1,875.36
Check	1446	12/11/2010	1,865.11
Check	1438	11/08/2010	1,879.46
Check	1426	10/12/2010	1,880.69
Check	1418	09/13/2010	1,892.58
Check	1411	08/16/2010	1,822.88
Check	1406	07/12/2010	1,910.21
Check	1393	06/07/2010	1,934.81
Check	1384	05/10/2010	2,059.49
Check	1375	04/12/2010	1,980.73
Check	1369	03/07/2010	2,152.52
Check	1358	02/08/2010	2,156.21
Check	1352	01/15/2010	1,854.04
Check	1343	12/26/2009	1,961.46
Check	1332	11/17/2009	1,846.25
Check	1317	10/15/2009	1,842.97
Check	1313	09/18/2009	1,931.53
Check	1307	08/17/2009	1,868.84
Check	1294	07/14/2009	1,843.11
Check	1291	06/15/2009	1,918.13
Check	1283	05/15/2009	2,085.74
Check	1277	04/17/2009	3,089.82
Check	1267	03/15/2009	2,178.74
Check	1255	02/07/2009	3,285.09
Check	1251	01/17/2009	3,285.09
Check	1238	12/11/2008	3,285.09
Check	1228	11/06/2008	3,285.09
Check	1223	10/16/2008	3,285.09
Check	1217	09/12/2008	3,285.09
Check	1210	08/09/2008	3,285.09
Check	1200	07/15/2008	3,285.09
Check	1196	06/15/2008	3,285.09
Check	1188	05/15/2008	3,285.09
Check	1183	04/15/2008	3,285.09
Check	1174	03/08/2008	3,285.09
Check	1166	02/17/2008	3,285.09
Check	1157	01/14/2008	3,285.09
Check	1147	12/10/2007	3,285.09
Check	1139	11/10/2007	3,285.09
Check	1133	10/23/2007	2,786.91
Check	1122	09/05/2007	2,786.91
Check	1116	08/07/2007	2,786.91
Check	1109	07/09/2007	2,786.91
Check	1100	06/10/2007	2,704.80
Check	1093	05/07/2007	2,704.80
Check	1080	04/11/2007	3,577.32
Check	1070	03/21/2007	5,433.75
Check	1071	03/21/2007	5,409.60
<b>Total</b>			<b>267,245.21</b>





3 3

DOCKET No. 150077 *Exhibits*



ENTERED

UTILITY AGREEMENT

THIS UTILITY AGREEMENT (Agreement), dated as of the 20th day of March, 2007, by and between KW Resort Utilities Corp., a Florida corporation, having its office(s) at 6450 College Road, Key West, Florida 33040, (hereinafter "Service Company"), and Harbor Shores Condominium Unit Owners Association, Inc., having its office(s) at 6800 Maloney Avenue, Key West, Florida 33040 (hereinafter "Association")

RECITALS

- A. Association is a condominium association of single family homeowners of units of real property located at 6800 Maloney Avenue, Key West, Florida (hereinafter "Property").
- B. Service Company owns, operates, manages and controls a Central Sewage System and is willing to provide sanitary sewer services pursuant to this Agreement.
- C. Association requests that Service Company provide central wastewater service to the Property as indicated on the plans prepared by Weiler Engineering for The South Stock Island sewer expansion. (Copy of plan sheet included as an Exhibit "A" and is incorporated herein by reference).

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), and the mutual covenants and agreements, hereinafter set forth, and intending to be legally bound thereby, it is agreed as follows:

1. Definitions

Business Day shall mean any day of the year in which commercial banks are not required or authorized to close in New York, New York.

Capacity Reservation Fee as such term is defined in Section 5 hereof.

Central Sewage System shall mean the central collection, transmission, treatment and disposal system and appurtenant facilities owned and operated by the Service Company.

Connection as such term is defined in Section 5 hereof.

Equivalent Residential Connections (ERC), shall be defined as one individual residential connection or, for commercial and other uses, the estimated flow based on the use and Chapter 64E-6, F.A.C., divided by the most recently approved Capacity Analysis rate per residential connection (currently 250 gallons per day per residential connection) also known as E.D.U.

Plans and Specifications as such term is defined in Section hereof.



*(Handwritten initials and marks)*

#  
DKF 150071

Point of Delivery shall mean the point where the pipes connect at the property line between the public right of way and private property. The Service Company shall own the gravity main from the property line out to and including the buffer tank and the remaining vacuum lines down stream. The customer shall own the pipes connecting thereto. Monroe County has retained ownership of the six-inch dedicated air intake and associated piping in the County's right of way.

Property as such term is defined in the Recitals hereof.

Property Installations or System shall include any connections necessary to connect facilities on the Property to the Central Sewage System, all to be installed by Association at its expense.

Service Company's Affiliates shall mean any disclosed or undisclosed officer, director, employee, trustee shareholder, partner, principal, parent, subsidiary or other affiliate of Service Company.

Tariff shall mean Service Company's existing and future schedules of rates and charges for sewer service.

2. System Construction

- (c) Service Company has approved the Plans and Specifications submitted by Association. Association may proceed with the construction and installation of the System at its expense. Association shall notify Service Company seventy-two (72) hours prior to beginning construction. Construction and Installation shall be completed within six (6) months of Service Company's written notice of approval of the Plans and Specifications. All work shall be inspected by licensed and insured contractors and engineers reasonably acceptable to Service Company and Service Company has accepted those contractors and engineers as shown on Exhibit "B". In accordance with Chapter 62-604 F.A.C., Association shall provide, at its sole cost, a Professional Engineer registered in Florida to provide on-site observation during construction and testing and to certify that the System is constructed in compliance with the approved Plans and Specifications. All materials employed by Association for the System shall be reasonably acceptable to Service Company. No portion or element of the System shall be covered or concealed until inspected by Service Company. Association shall notify Service Company of Association's readiness for inspection of the System, and Service Company shall inspect the System within two (2) business days after each such notice. Any portion of the System not inspected by Service Company within said time period shall be deemed to have been accepted by Service Company. In the event that Service Company determines through any such inspection that any portion of the System does not fully comply with the Plans and specific conditions or applicable laws and regulations, Service Company shall notify Association in writing of such non-compliance not more than two (2) business

EXHIBIT  
A-3  
A-2053



days after any such inspection and Association shall within a reasonable time modify the System to insure that the System fully complies with the Plans and Specifications and applicable laws and regulations. Such inspection shall be in accordance with the provisions set forth in the attached Exhibit "C".

- (d) In the event Service Company discovers that any portion of element of the System has been installed, covered, or concealed without the prior approval of Service Company, Association shall, upon written demand by Service Company, immediately dismantle or excavate such portion of the System at its sole cost and expense.

### 3. System Records

Prior to Service Company's acceptance of all or any portion of the System for service, operation and maintenance or for service only, Association shall deliver the following records and documents to Service Company:

- (a) Copies of all invoices and/or contracts for the construction and installation.
- (b) An affidavit signed by the Association stating that there are no parts or portions of the System which are not included in the invoices and contracts noted in subsection (a) above, that said invoices and contracts accurately and fully reflect the total cost of the System and that the System is free and clear of all liens and encumbrances.
- (c) Lien waivers from all contracts, subcontractors, material people, and any other parties that provided labor, services or materials in connection with the construction of the System.
- (d) A reproducible Mylar and two (2) sets of blue line copies, accurately depicting all of the System as constructed and installed, and signed and sealed by the engineer and surveyor or record for the System.
- (e) Copies of the results of all tests conducted on the System.
- (f) Any other records or documents required by applicable law or required under the Tariff.
- (g) A certificate of completion of the System signed and sealed by the engineer of record.
- (h) A copy of the Department of Environmental Protection permit to construct the System and all inspection reports and approvals issued by the Engineer and the Department of Environmental Protection and any other applicable governmental authority or agency.



*(Handwritten signature)*

*(Handwritten signature)*



4. Property Rights

This section is intentionally omitted. N.A.

5. Rates, Fees, Charges

- (a) The Association will pay the applicable fees, rates and charges as set forth in the Tariff for the monthly sewer service after the sewer system is operational. The Service Company shall bill the Association for all regular charges for all condominium unit owners.
- (b) The Association shall not be responsible to the Service Company for the reservation fee. Only the individual unit owners shall pay to the Service Company such reservation fee in the amount of Two Thousand Seven Hundred (\$2,700.00) dollars per E.R.C. connection or accept consent and acknowledgment of Tax Collector's amended bill. (Capacity Reservation Fee), in the amount of Two Thousand Seven Hundred (\$2,700.00) dollars per E.R.C. Service Company agrees that all payments or other acceptable arrangements have been made for reservation fees. Before execution of this agreement, Association has previously supplied Service Company access and information necessary to determine number of ERC's proposed. From this information it has been determined: A Total of 69 ERC's X \$2,700. = \$186,300.
- (c) Intentionally omitted.
- (d) Association shall pay (5% of on-site construction work as set forth in Exhibit "D") to Service Company, for engineering review and administrative costs related to processing construction plans and documents submitted by Association pursuant to this Agreement. Association shall also pay Service Company within thirty (30) days of submission by Service Company to Association of invoices confirming time spent conducting such inspections related to the on-site construction at the rate of \$100.00 per hour.
- (f) Association agrees that in the event of a material change of use that affects flows (i.e. addition of a clubhouse) Service Company will be notified and the applicable Capacity Reservation Fees will be paid prior to discharge to the Central Sewage System.

6. Payment Options

Intentionally omitted.

7. Absolute Conveyance

EXHIBIT  
AMA-3  
Pg 4 of 12

*(Handwritten signatures)*

Intentionally omitted.

8. Delivery of Service: Operation and Maintenance

- (a) Upon Association's full performance of its obligations under this Agreement, Service Company shall provide service to the Point of Delivery in accordance with the terms of this Agreement, all applicable laws and regulations and shall operate and maintain the Central Sewage System to the Point of Delivery in accordance with the terms and provisions of this Agreement. Said service shall be provided simultaneously with the disconnection of existing system after completion of Association's proper installation and payment of all fees.
- (b) Association shall, at its sole cost and expense, own, operate and maintain any part of the System that has not been conveyed to Service Company pursuant to the terms and conditions of this Agreement.
- (c) Association acknowledges that certain water quality standards must be met prior to influent entering the wastewater treatment plant (primarily chloride levels and excessive flows) and agrees to allow Service Company to monitor flows and water quality at Service Company's discretion at a point on the Association's side of the Point of Delivery. If it is determined that substandard influent or excessive flows are entering the Central Sewage System via Association's System, Association agrees to isolate the source and to repair or replace the portion or portions of the faulty System in a manner acceptable to Service Company in accordance with this Agreement.
- (d) Association shall be required to execute a service agreement with respect to any portion of the System not conveyed to Service Company. Such service agreement shall provide that if the Association fails to adequately repair the System, Service Company shall have the right to repair such System at the sole cost and expense of the Association after reasonable notice is given to Association by Service Company pursuant to this agreement and Association fails to make such repairs.

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A-4-3  
P. 50512

9. Intentionally omitted.

10. Repair of System

In the event of any damage to or destruction of any portion of the Central Sewage System due to any acts or omissions by Association, any Customer or their respective agents, representatives, employees, invitees or licensees, Service Company shall repair or replace such damaged or destroyed facilities at the sole cost and expense of responsible party. Association shall operate, maintain and repair all other portions of the System not conveyed to Service Company at its sole cost and expense.

*(Handwritten initials)*



11. Term

This Agreement shall become effective as of the date first written above, and shall continue for so long as Service Company provides sewer service to the public.

12. Default

In the event of a default by either party of its duties and obligations hereunder, the non-defaulting party shall provide written notice to the defaulting party specifying the nature of the default and the defaulting party shall have five (5) days to cure any default of a monetary nature and thirty (30) days for any other default. If the default has not been cured within the applicable period (time being of the essence), the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, including but not limited to, the right to damages, injunctive relief and specific performance. Service Company may, at its sole option, discontinue and suspend the delivery of service to the System in accordance with all requirements of applicable law and the Tariff if Association fails to timely pay all fees, rates and charges pursuant to the terms of this Agreement.

13. Excuse from Performance

(a) Force Majeure.

If Service Company is prevented from or delayed in performing any act required to be performed by Service Company hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials or equipment, storms, earthquakes, electric power failures, land subsidence, acts of God, acts of public enemy, wars, blockades, riots, acts of armed forces, delays by carriers, inability to obtain rights-of-way, acts of public authority, regulatory agencies, or courts, or any other cause, whether the same kind is enumerated herein, not within the control of Service Company (Force Majeure), the performance of such act shall be excused for a period equal to the period of prevention or delay.

(b) Governmental Acts.

If for any reason during the term of this Agreement, other than the fault of Association, any federal, state or local authorities or agencies fail to issue necessary permits, grant necessary approval or require any change in the operation of the Central Sewage System or the System (Governmental Acts), then, to the extent that such Governmental Acts shall affect the ability of any party to perform any of the terms of this Agreement in whole or in part, the affected party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible, by the parties hereto in conformity with such permits, approval or requirements. Notwithstanding the foregoing,

EXHIBIT  
A-3  
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*[Handwritten signature]*



neither Association nor Service Company shall be obligated to accept any new agreement if it substantially adds to its burdens and obligations hereunder.

(c) Emergency Situations.

Service Company shall not be held liable for damages to Association and Association hereby agrees not to hold Service Company liable for damages for failure to deliver service to the Property upon the occurrence of any of the following events:

1. A lack of service due to loss of flow or process or distribution failure; provided that Service Company has utilized its best efforts to maintain the Central Sewage System in good operating condition.
2. Equipment or material failure in the Central Sewage System or the System, including storage, pumping and piping provided the Service Company has utilized its best efforts to maintain the Central Sewage System in good operating condition; and
3. Force Majeure, unforeseeable failure or breakdown of pumping, transmission or other facilities, any and all governmental requirements, acts or action of any government, public or governmental authority, commission or board, agency, agent, official or officer, the enactment of any statute, ordinance, resolution, regulation, rule or ruling, order, decree or judgment, restraining order or injunction of any court, including, without limitation, Governmental Acts.

- (d) Notwithstanding any excuse of performance due to the occurrence of any of the foregoing events, Association shall not be excused from payment of any fees, charges and rates due to Service Company under the terms of this Agreement.

14. Successors and Assigns

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

15. Indemnification

Service Company and Association agree:

- (1) to indemnify and hold the other harmless from negligent acts or omissions of itself, its officers, agents, invitees and users of the system, and
- (2) to indemnify and hold the others harmless from third-party suits against a party which result from the breach of the Agreement by the other party.



*(Handwritten initials/signatures)*

#  
DKT 150071

16. Assignment of Warranties and Bonds

Intentionally omitted.

17. Notices

All notices, demands, requests or other communications by either party under this Agreement shall be in writing and sent by (a) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, or (b) overnight delivery service or courier, or (c) tele-facsimile or similar facsimile transmission with receipt confirmed as follows:

If to Service Company: Mr. Doug Carter, General Manager  
6450 Junior College Road  
Key West, FL 33040  
Facsimile (305) 294-1212

With a Copy To: Mr. Jeff Weiler, P.E.  
Weiler Engineering  
20020 Veterans Boulevard  
Port Charlotte, FL 33954  
Facsimile (941) 764-8915

If to Association: President  
Harbor Shores Condominium Unit Owners Association,  
Inc.  
6800 Maloney Avenue,  
Key West, Florida 33040

With a Copy To: Mitchell J. Cook  
24171 Overseas Highway, Suite 2  
Summerland Key, FL 33042



18. Tariff

This agreement shall be filed by Service Company with the Florida Public Service Commission within twenty (20) days after this Agreement is signed by both parties. This Agreement is subject to all of the terms and provisions of the Tariff. In the event of any conflict between the Tariff and the terms of this Agreement, the Agreement shall govern and control.

19. Miscellaneous Provisions

- (a) This Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular, and no consent or approval



required pursuant to this Agreement shall be effective, unless the same shall be in writing and signed by or on behalf of the party to be charged.

- (b) All prior statements, understandings, representations and agreements between the parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between them in connection with this transaction and which is entered into after full investigation, neither party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement. This Agreement shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto, and without regard to or aid of canons requiring construction against Service Company or the party drafting this Agreement.
- (c) No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.
- (d) This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. It shall not be necessary for the same counterpart of this Agreement to be executed by all of the parties hereto.
- (e) Each of the exhibits and schedules referred to herein and attached hereto is incorporated herein by this reference.
- (f) The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained.
- (g) This Agreement shall be interpreted and enforced in accordance with the laws of the state in which the Property is located without reference to principles of conflicts of laws. In the event that the Florida Public Service Commission loses or relinquishes its authority to regulate Service Company, then all references to such regulatory authority will relate to the agency of government or political subdivision imposing said regulations. If no such regulation exists, then this Agreement shall be governed by applicable principles of law.
- (h) Each of the parties to this Agreement agrees that at any time after the execution hereof, it will, on request of the other party, execute and deliver such other

EX-1857  
AMA-3  
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DOCKET # 150071

**KW Resort Utilities Corp.**

By: [Signature]

Print Name: Doug Carter

Title: GM - KW Resort Utilities

Address: 6450 Junior College Road  
Key West, FL 33040

**Harbor Shores Condominium Unit Association, Inc.**

By: [Signature]

Print Name: BRENDA K CONROY

Title: President Harbor Shores Condo Assoc.

Address: 6800 Maloney Avenue Office  
Key West, Florida 33040

STATE OF FLORIDA )  
COUNTY OF MONROE )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March 2007, by BRENDA K CONROY, as President Harbor Shores Condo Assoc. a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced FL. Drivers license as identification.

My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF MONROE ) ss.



DAVID C. HARDY  
MY COMMISSION # DD 471795  
EXPIRES: November 1, 2009  
Bonded Thru Budget Notary Services

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March 2007, by DOUG CARTER, as GM KW Resort Utilities, a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced SELF as identification.

My Commission Expires:



DAVID C. HARDY  
MY COMMISSION # DD 471795  
EXPIRES: November 1, 2009  
Bonded Thru Budget Notary Services



[Signature] [Signature]



Florida Department of Environmental Protection  
Twin Towers Office Bldg., 2600 Blair Stone Road, Tallahassee, Florida 32399-2400

REQUEST FOR APPROVAL TO PLACE A DOMESTIC WASTE WATER  
COLLECTION/TRANSMISSION SYSTEM INTO OPERATION

PART I - INSTRUCTIONS

- (1) This form shall be completed and submitted to the appropriate DEP district office or delegated local program for all collection/transmission system projects required to obtain a construction permit in accordance with Chapter 62-604, F.A.C.
- (2) Newly constructed or modified collection/transmission facilities shall not be placed into service until the Department has cleared the project for use.
- (3) All information shall be typed or printed in ink, and all blanks must be filled.

PART II - PROJECT DOCUMENTATION

(1) Collection/Transmission System Permittee

Name AttN: Brenda Conroy Title President  
Company Name Harbor Shores Condominium Unit Owners Assn. Inc.  
Address 6800 Maloney Avenue, Office  
City Key West State Florida Zip 33040  
Telephone 305-294-1457 Fax 305-296-0243 Email elizabeth@perezeng.com

(2) General Project Information

Project Name Harbor Shores Gravity Connection To Buffer Tank  
Construction Permit No. 63485-045-DWC/CG Dated February 15, 2007  
Is the entire project included under the collection/transmission system permit substantially complete? ☒ Yes ☐ No (If approval is being requested to place a portion of the project into operation, attach a copy of the site plan or sketch that was submitted with the application showing the portion of the project which is substantially complete and for which approval is being requested.)

Description of Portion of Project for Which Approval is Being Requested (including pipe length, total number of manholes and total number of pump stations)

Expected Date of Connection to Existing System or Treatment Plant March 21, 2007

(3) Treatment Plant Serving Collection/Transmission System

Name of Treatment Plant Serving Project Key West Resort Utilities  
County Monroe City Key West  
DEP permit number FL A014951 Expiration Date 11/27/2006 under renewal review

RECEIVED - D.E.P.

MAR 23 2007

SOUTH DISTRICT

Page 1 of 3

For Department Use Only  
Date 3-22-07  
By [Signature]  
CLEARED FOR USE

DEP Form 62-604, 300(3)(b)  
Effective November 6, 2003

Northwest District  
160 Governmental Center  
Pensacola, Florida 32503-5794  
850-435-4300

Northwest District  
7835 Baymeadows Way  
Suite 200B  
Jacksonville, Florida 32256-7520  
904-807-3300

Central District  
3310 Mayaguez Blvd  
Suite 235  
Orlando, Florida 32805-0767  
407-824-7023

Southwest District  
3804 Capenut Palm Drive  
Tampa, Florida 33610-8318  
813-744-6100

South District  
2295 Victoria Ave  
Suite 564  
Fort Myers, Florida 33902-2549  
239-332-9773

Southeast District  
400 North Congress Ave  
Suite 200  
West Palm Beach, Florida 33401  
561-881-6600



TORTUGA WEST.

UTILITY AGREEMENT

DOCKET No. 150071

**THIS UTILITY AGREEMENT** (Agreement), dated as of the 8<sup>th</sup> day of September, 2005, by and between K W Resort Utilities Corp., a Florida corporation, having its office(s) at 6450 College Road, Key West Florida 33040, (Service Company) and, Old Town Development, Ltd. (Tortuga West) having its office(s) at 201 Front St., Suite 107. (Developer).

R E C I T A L S

- A. Developer is the owner of certain real property more particularly described on Exhibit A, attached hereto and made a part hereof (the Property).
- B. Service Company owns, operates, manages and controls a Central Sewage System and valve pits on private property and is willing to provide sanitary sewer services pursuant to this Agreement.
- C. Developer requests that Service Company provide central wastewater service to the Property as indicated on the plans prepared by Weiler Engineering for The South Stock Island sewer expansion. (Copy of plan sheet included as an exhibit).

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound thereby, it is agreed as follows:

1. Definitions

Business Day shall mean any day of the year in which commercial banks are not required or authorized to close in New York, New York.

Capacity Reservation Fee as such term is defined in Section 6 hereof.

Central Sewage System shall mean the central collection, transmission, treatment and disposal system and appurtenant facilities owned and operated by the Service Company.

Connection as such term is defined in Section 6 hereof.

Customer shall mean any residential or commercial customer of Service Company.

Equivalent Residential Connections (ERC), shall be defined as one individual residential connection or, for commercial and other uses, the estimated flow based on the use and Chapter 64E-6 F.A.C., divided by the most recently approved Capacity Analysis rate per residential connection (currently 250 gallons per day per residential connection) also known as E.D.U.

Plans and Specifications as such term is defined in Section hereof.

Point of Delivery shall mean the point where the pipes connect to the valve pits. The Service Company shall own the valve pits and the customer shall own the pipes connecting thereto. Utility must own the clean out to the valve pit, and all of the reaming vacuum lines down stream

Property as such term is defined in the Recitals hereof.

Property Installations or System shall mean any service lines located on individual lots or parcels of the Property or to buildings located on the Property that connect to the Central-Sewage System, and may



include facilities located outside the Property, required to be installed by Developer, to connect facilities on the Property to the Central Sewage System.

Service Company's Affiliates shall mean any disclosed or undisclosed officer, director, employee, trustee shareholder, partner, principal, parent, subsidiary or other affiliate of Service Company.

Tariff shall mean Service Company's existing and future schedules of rates and charges for sewer service.

## 2. New System Construction

- (a) Prior to the construction and installation of the System, Developer shall, at its sole cost and expense, cause to be prepared and provide to Service Company plans and specifications of the system (Plans and specifications), which Plans and Specifications shall be prepared by engineers reasonably acceptable to Service company, and in accordance with all policies and practices of Service Company and all applicable laws and regulations and standards adopted by the Department of Environmental Protection and Monroe County.
- (b) Service Company shall approve or disapprove of the Plans and Specifications within thirty days (30) of receipt thereof by written notice to Developer.
- (c) Upon Developer's receipt of Service Company's written notice of disapproval of the Plans and Specifications, Developer shall promptly revise the Plans and Specifications in accordance with any requirements set forth by Service Company in its written notice of disapproval, and re-submit such revised Plan and specifications to Service Company for approval or disapproval. Service Company shall approve or disapprove of any revised Plans and Specifications with five (5) business days of receipt thereof by written notice to Developer.
- (d) Upon Developer's receipt of Service Company's written notice of approval of the Plans and Specifications, Developer may proceed with the construction and installation of the System. Developer shall notify Service Company seventy-two (72) hours prior to beginning construction. Construction and Installation shall be completed within six (6) months of Service Company's written notice of approval of the Plans and Specifications. All work shall be inspected by licensed and insured contractors and engineers reasonably acceptable to Service Company. In accordance with Chapter 62-604 F.A.C., Developer shall provide, at its sole cost, a Professional Engineer Registered in Florida to provide on-site observation during construction and testing and to certify that the System is constructed in compliance with the approved Plans and Specifications. All materials employed by Developer for the System shall be reasonably acceptable to Service Company. No portion or element of the System shall be covered or concealed until inspected by Service Company. Developer shall notify Service Company of Developer's readiness for inspection of the System, and Service Company shall inspect the System within two (2) business days after each such notice. Any portion of the System not inspected by Service Company within said time period, shall be deemed to have been accepted by Service Company. In the event that Service Company determines through any such inspection that any portion of the System does not fully comply with the Plans and specific conditions or applicable laws and regulations, Service Company shall notify Developer in writing of such noncompliance not more than two (2) business days after any such inspection and Developer shall immediately modify the System to insure that the System fully complies with the Plans and Specifications and applicable laws and regulations.
- (e) In the event Service Company discovers that any portion or element of the System has been installed, covered or concealed without the prior approval of Service Company, Developer shall,



upon written demand by Service Company, immediately dismantle or excavate such portion of the System at its sole cost and expense.

### 3. System Records

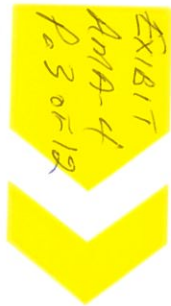
Prior to Service Company's acceptance of all or any portion of the System for service, operation and maintenance or for service only, Developer shall deliver the following records and documents to Service Company:

- (a) Copies of all invoices and/or contracts for the construction and installation.
- (b) An affidavit signed by the Developer stating that there are no parts or portions of the System which are not included in the invoices and contracts noted in subsection (a) above, that said invoices and contracts accurately and fully reflect the total cost of the System and that the System is free and clear of all liens and encumbrances.
- (c) Lien waivers from all contractors, subcontractors, material people, and any other parties that provided labor, services or materials in connection with the construction of the System.
- (d) A reproducible Mylar and two (2) sets of blue line copies, accurately depicting all of the System as constructed and installed, and signed and sealed by the engineer and surveyor of record for the System.
- (e) Copies of the results of all tests conducted on the System.
- (f) Any other records or documents required by applicable law or required under the Tariff.
- (g) A certificate of completion of the System signed and sealed by the engineer of record.
- (h) A copy of the Department of Environmental Protection permit to construct the System and all inspection reports and approvals issued by the Engineer and the Department of Environmental Protection and any other applicable governmental authority or agency.
- (j) A bill of sale, in recording form, conveying all right, title and interest in and to the System, to Service Company free of any and all liens and encumbrances for that portion of the System located on the Service Company side of the Point of Delivery.

### 4. Property Rights

In those cases in which Service Company accepts all or any portion of the System for service, operation and maintenance, Developer shall convey the following property rights and interests for that portion of the System to Service Company:

- (a) A non-exclusive easement, in the form attached as Exhibit "B", for that portion of the Property of sufficient size to enable Service Company ingress and egress and to operate, maintain and replace such portions of the System not located within public rights-of-way. The foregoing easement shall be in effect for a period of time not less than the period during which the Service Company shall use the System to provide service to Customers.
- (b) A non-exclusive easement, in the form attached as Exhibit "B", of sufficient size to enable ingress, egress and access by Service company personnel or vehicles to any lift or pump station located on the Property. The foregoing easement shall be in effect for a period of time not less



than the period during which the Service Company shall use the System to provide service to Customers.

- (c) Notwithstanding the foregoing easements, Developer retains all rights and privileges to utilize the Property in any manner it deems appropriate provided such use is not inconsistent with the purposes intended for such easements.

5. **Section Intentionally Deleted.**

6. **Rates, Fees, Charges**

- (a) All Customers will pay the applicable fees, rates and charges as set forth in the Tariff. Nothing contained in this Agreement shall serve to prohibit Service Company's right to bill or collect its rates and charges from Customers, nor to require compliance with any provision of its Tariff.
- (b) Developer shall pay to Service Company a reservation fee (Capacity Reservation Fee), in the amount of Two Thousand Seven Hundred (\$2,700.00) dollars per E.R.C. connection to be reserved by Developer to serve the residential or commercial structures to be constructed in or upon the Property (individually, a Connection, collectively, the Connections). Prior to execution of this agreement, Developer has previously supplied Service Company access and information necessary to determine number of ERC's proposed. From this information it has been determined:

18 Single Family Homes

Total                      18 ERC's

- (c) Developer shall pay 1/3 (\$16,200) of the Capacity Reservation Fee and does not owe additional funds for the Capacity Reservation Fee upon execution of the Agreement, but will however be responsible for the remaining 2/3 (\$32,400) upon connection of the first building pursuant to the payment option of Developer's choosing as articulated in Section 7 of this Agreement.

Service Company shall have the right to cancel such reservation in the event of Developer's failure to comply with the terms of this Agreement. In the event there is additional water usage over and above the amount reserved in paragraph 6b above, (based on an annual review) the developer shall remit additional capacity reservation fees to Service Company 30 days after notice by Service Company of additional fees due.

- (e) Developer shall pay to Service Company, for engineering services and applicable administrative fees necessary to review and approve construction plans and documents and for periodic inspection during construction and testing in the amount of (10% of on-site construction costs). Said payment is to be made upon submission of plans and documents.
- (f) In the event of default by Developer and the payment of fees hereunder, Service Company may cancel this agreement by giving 30 (thirty) days written notice of default and retain all payments hereunder as liquidated damages.





- (g) Developer agrees that in the event of a change of use or any change that might affect the flows (i.e. Addition of a restaurant) Service Company will be notified and the applicable Capacity Reservation fees will be paid prior to discharge to the Central Sewage System.

7. **Payment Options:**

- (a) The Property Owner must pay the Utility the entire cost of the Capacity Reservation Fee \$48,600 as provided for in Paragraph 6(c) above.

8. **Absolute Conveyance**

Developer understands, agrees and acknowledges that Developer's conveyance of any and all easements, real property or personal property (including, without limitation, the System), or payment of any funds hereunder (including, without limitation, the Capacity Reservation Fee and Connection Charges), shall, upon acceptance by Service Company, be absolute, complete and unqualified, and that neither Developer nor any party claiming by or through Developer shall have any right to such easements, real or personal property, or funds, or any benefit which Service Company may derive from such conveyance or payments in any form or manner.

9. **Delivery of Service; Operation and Maintenance**

- (a) Upon Developer's full performance of its obligations under this Agreement, Service Company shall provide service to the Point of Delivery in accordance with the terms of this Agreement, all applicable laws and regulations and shall operate and maintain the Central Sewage System to the Point of Delivery in accordance with the terms and provisions of this Agreement. Said service shall be provided on or about \_\_\_\_\_.
- (b) Developer shall, at its sole cost and expense, own, operate and maintain any part of the System that has not been conveyed to Service Company pursuant to the terms and conditions of this Agreement.
- (c) Developer acknowledges that certain water quality standards must be met prior to influent entering the wastewater treatment plant (primarily chloride levels and excessive flows) and agrees to allow Service Company to monitor flows and water quality at Service Company's discretion at a point on the Developer's side of the Point of Delivery. If it is determined that substandard influent or excessive flows are entering the Central Sewage System via Developer's System, Developer agrees to isolate the source and to repair or replace the portion or portions of the faulty System in a manner acceptable to Service Company in accordance with this agreement.
- (d) In the event any portion of the Property is developed as a condominium, the condominium association shall be required to execute a maintenance agreement with respect to any portion of the System not conveyed to Service Company. Such maintenance agreement shall provide that if the condominium association fails to adequately maintain and repair the System, Service Company shall have the right to maintain and repair such System at the sole cost and expense of the condominium association.

10. **Repair of System**

In the event of any damage to or destruction of any portion of the Central Sewage System due to any acts or omissions by Developer, any Customer or their respective agents, representatives, employees,

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invitees or licensees, Service Company shall repair or replace such damaged or destroyed facilities at the sole cost and expense of responsible party. Developer shall operate, maintain and repair all other portions of the System not conveyed to Service Company at its sole cost and expense.

# 11. Term

This Agreement shall become effective as of the date first written above, and shall continue for so long as Service Company provides sewer service to the public.

# 12. Default

In the event of a default by either party of its duties and obligations hereunder, the non-defaulting party shall provide written notice to the defaulting party specifying the nature of the default and the defaulting party shall have five (5) days to cure any default of a monetary nature and thirty (30) days for any other default. If the default has not been cured within the applicable period (time being of the essence), the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, including but not limited to, the right to damages, injunctive relief and specific performance. Service Company may, at its sole option, discontinue and suspend the delivery of service to the System in accordance with all requirements of applicable law and the Tariff if Developer fails to timely pay all fees, rates and charges pursuant to the terms of this Agreement.

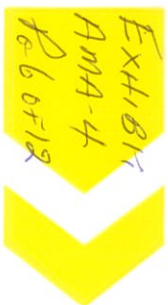
# 13. Excuse from Performance

(a) Force Majeure. If Service Company is prevented from or delayed in performing any act required to be performed by Service Company hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials or equipment, storms, earthquakes, electric power failures, land subsidence, acts of God, acts of public enemy, wars, blockades, riots, acts of armed forces, delays by carriers, inability to obtain rights-of-way, acts of public authority, regulatory agencies, or courts, or any other cause, whether the same kind is enumerated herein, not within the control of Service Company (Force Majeure), the performance of such act shall be excused for a period equal to the period of prevention or delay.

(b) Governmental Acts If for any reason during the term of this Agreement, other than the fault of Developer, any federal, state or local authorities or agencies fail to issue necessary permits, grant necessary approvals or require any change in the operation of the Central Sewage System or the System (Governmental Acts), then, to the extent that such Governmental Acts shall affect the ability of any party to perform any of the terms of this Agreement in whole or in part, the affected party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible, by the parties hereto in conformity with such permits, approvals or requirements. Notwithstanding the foregoing, neither Developer nor Service Company shall be obligated to accept any new agreement if it substantially adds to its burdens and obligations hereunder.

(c) Emergency Situations Service Company shall not be held liable for damages to Developer and Developer hereby agrees not to hold Service Company liable for damages for failure to deliver service to the Property upon the occurrence of any of the following events:

1. A lack of service due to loss of flow or process or distribution failure;





2. Equipment or material failure in the Central Sewage System or the System, including storage, pumping and piping provided the Service Company has utilized its best efforts to maintain the Central Sewage System in good operating condition; and
  3. Force Majeure, unforeseeable failure or breakdown of pumping, transmission or other facilities, any and all governmental requirements, acts or action of any government, public or governmental authority, commission or board, agency, agent, official or officer, the enactment of any statute, ordinance, resolution, regulation, rule or ruling, order, decree or judgment, restraining order or injunction of any court, including, without limitation, Governmental Acts.
- (d) Notwithstanding any excuse of performance due to the occurrence of any of the foregoing events, Developer shall not be excused from payment of any fees, charges and rates due to Service Company under the terms of this Agreement (including without limitation, the Capacity Reservation Fee and Connection Charges).

#### 14. Successors and Assigns

This Agreement and the easements granted hereby, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

#### 15. Indemnification

Developer shall indemnify, defend and hold Service Company and Service Company's Affiliates harmless from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and reasonable expenses, including, without limitation, attorneys fees and disbursements, suffered or incurred by Service Company or any of Service Company's Affiliates and arising out of or in connection with use, occupancy, or operation of the System, the Property, or the activities, errors, or omissions of Developer, its agents, employees, servants, licensees, invitees, or contractors on or about the Property, pursuant to terms and conditions of this Agreement. Developer's duty to indemnify shall also include, but not be limited to, indemnification from and against any fine, penalty, liability, or cost to Service Company arising out of Developer's violation or breach of any law, ordinance, governmental regulation, this Agreement requirement or permit applicable to the System or Developer's activities on or about the Property. The provisions of this Section 15 shall survive the termination of this Agreement.

#### 16. Assignment of Warranties and Bonds

Developer shall assign any and all warranties, maintenance, completion and performance bonds and the right to enforce same to the Service Company which Developer obtains from any contractor constructing the System. Developer shall obtain a written warranty, completion, performance and maintenance bonds from its contractor for a minimum period of twenty four (24) months. If Developer does not obtain such written warranty and performance and maintenance bonds from its contractor and deliver same to Service Company, then in such event, Developer agrees to warrant the construction of the System for a period of twenty four (24) months from the date of acceptance by the Service Company.

#### 17. Notices



All notices, demands, requests or other communications by either party under this Agreement shall be in writing and sent by (a) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, or (b) overnight delivery service or courier, or (c) telefacsimile or similar facsimile transmission with receipt confirmed as follows:

If to Service Company:

Mr. Doug Carter, General Manager  
6450 Junior College Road  
Key West, Florida 33040  
Fax (305) 294-1212

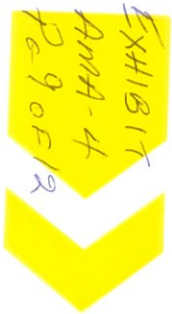
With a copy to:

Mr. Jeff Weiler, P.E.  
Weiler Engineering  
20020 Veterans Blvd.  
Port Charlotte, Florida 33954  
Fax (941) 764-8915

If to Developer:

Rick Milelli P.E.  
Old Town Key West Development, Ltd.  
201 Front St.  
Key West, FL 33040  
Fax 305-292-8902





18. **Tariff**

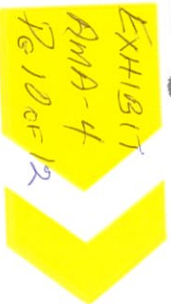
This Agreement is subject to all of the terms and provision of the Tariff. In the event of any conflict between the Tariff and the terms of this Agreement, the Tariff shall govern and control.

19. **Miscellaneous Provisions**

- (a) This Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular, and no consent or approval required pursuant to this Agreement shall be effective, unless the same shall be in writing and signed by or on behalf of the party to be charged.



- (b) All prior statements, understandings, representations and agreements between the parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between them in connection with this transaction and which is entered into after full investigation, neither party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement. This Agreement shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto, and without regard to or aid of canons requiring construction against Service Company or the party drafting this Agreement.
- (c) No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.
- (d) This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. It shall not be necessary for the same counterpart of this Agreement to be executed by all of the parties hereto.
- (e) Each of the exhibits and schedules referred to herein and attached hereto is incorporated herein by this reference.
- (f) The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained.
- (g) This Agreement shall be interpreted and enforced in accordance with the laws of the state in which the Property is located without reference to principles of conflicts of laws. In the event that the Florida Public Service commission loses or relinquishes its authority to regulate Service Company, then all references to such regulatory authority will relate to the agency of government or political subdivision imposing said regulations. If no such regulation exists, then this Agreement shall be governed by applicable principles of law.
- (h) Each of the parties to this Agreement agrees that at any time after the execution hereof, it will, on request of the other party, execute and deliver such other documents and further assurances as may reasonably be required by such other party in order to carry out the intent of this Agreement.
- (i) If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severed. Notwithstanding the foregoing sentence, if (i) any provision of this Agreement is finally determined by a court of competent jurisdiction to be unenforceable or invalid in whole or in part, (ii) the opportunity for all appeals of such determination have expired, and (iii) such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, then this Agreement shall be terminated and neither party shall have any further rights, obligations or liabilities hereunder, except for any rights, obligations or liabilities which by this specific terms of this Agreement survive the termination of this Agreement.





- (j) In the event of any litigation arising out of or connected in any manner with this Agreement, the non-prevailing party shall pay the costs of the prevailing party, including its reasonable counsel and paralegal fees incurred in connection therewith through and including all other legal expenses and the costs of any appeals and appellate costs relating thereto. Wherever in this Agreement it is stated that one party shall be responsible for the attorneys fees and expenses of another party, the same shall automatically be deemed to include the fees and expenses in connection with all appeals and appellate proceedings relating or incidental thereto. This subsection (j) shall survive the termination of this Agreement.
- (k) This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status.
- (l) Developer agrees that Service Company may, at its sole discretion, require certain allocations to the proposed collection and transmission systems for future connections. Developer further agrees that Service Company may, at its sole discretion, extend the sewer line for any reason. It is understood that there will be no reimbursement or additional credit.

(SIGNATURE PAGE IMMEDIATELY FOLLOWING)



IN WITNESS WHEREOF, Service Company and Developer have executed this Agreement as of the day and year first above written.

**SERVICE COMPANY:**

KW Resort Utilities Corp.

By: [Signature]  
Print Name: Doug Carter

Title: Com. Manager

Address: KW Resort Utilities Corp.

**DEVELOPER:**

Old Town Key West Dev.

By: [Signature]

Print Name: Edward O. Switzer

Title: Managing Partner



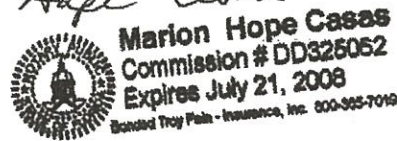
6450 Junior College Road  
Key West, Florida 33040

Address: 201 Front St, Suite 207  
Key West FL 33040

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF MONROE )

The foregoing instrument was acknowledged before me this 19th day of September, 2005, by Edwin O. Scott III, as Managing Partner, a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced as identification. Marion Hope Casas

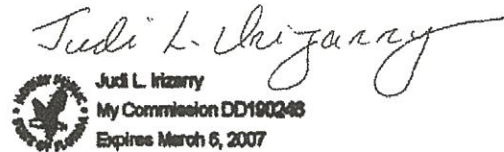
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA )  
 ) ss:  
COUNTY OF MONROE )

The foregoing instrument was acknowledged before me this 19 day of September, 2005, by Doug Carter, as Ku Resort Utilities Corp, a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced as identification.

My Commission Expires: 03/06/07



5  
STOCK ISLAND  
HOLDINGS LLC

DOCKET No. 150071

### UTILITY AGREEMENT

THIS UTILITY AGREEMENT (Agreement), dated as of the 26 day of JUNE, 2015, by and between KW Resort Utilities Corp., a Florida corporation, having its office at 6630 Front Street, Key West, Florida 33040, (Service Company), and Stock Island Holdings, LLC having its office(s) at 138-142 Simonton Street, Key West, Florida 33040 (Developer) for property RE 00126770-000000 at 5350 3<sup>rd</sup> Avenue, Stock Island.

#### RECITALS

- A. Developer is the owner of certain real property more particularly described on Exhibit A, attached hereto and made a part hereof (the Property).
- B. Service Company owns, operates, manages and controls a Central Sewage System and is willing to provide sanitary sewer services pursuant to this Agreement.
- C. Developer requests that Service Company provide central wastewater service to the Property as indicated on the plans prepared by Weiler Engineering for The South Stock Island sewer expansion, (Copy of plan sheet included as an exhibit).

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound thereby, it is agreed as follows:

#### 1. Definitions

Business Day shall mean any day of the year in which commercial banks are not required or authorized to close in New York, New York.

Capacity Reservation Fee as such term is defined in Section 6 hereof.

Central Sewage System shall mean the central collection, transmission, treatment and disposal system and appurtenant facilities owned and operated by the Service Company.





Connection as such term is defined in Section 6 hereof.

Equivalent Residential Connections (ERC), shall be defined as one individual residential connection or, for commercial and other uses, the estimated flow based on the use and Chapter 64E-6, F.A.C., divided by the most recently approved Capacity Analysis rate per residential connection (currently 250 gallons per day per residential connection) also known as E.D.U.

Plans and Specifications as such term is defined in Section hereof.

Point of Delivery shall mean the point where the pipes connect at the property line between the public right of way and private property. The Service Company shall own the clean out to the valve pit and the remaining vacuum lines down stream. The customer shall own the pipes connecting thereto.

Property as such term is defined in the Recitals hereof.

Property Installations or System shall mean any service lines located on individual lots or parcels of the Property or to buildings located on the Property that connect to the Central-Sewage System, and may include facilities located outside the Property, required to be installed by Developer, to connect facilities on the Property to the Central Sewage System.

Service Company's Affiliates shall mean any disclosed or undisclosed officer, director, employee, trustee shareholder, partner, principal, parent, subsidiary or other affiliate of Service Company.

Tariff shall mean Service Company's existing and future schedules of rates and charges for sewer service.



**2. New System Construction**

- (a) Prior to the construction and installation of the System, Developer shall, at its sole cost and expense, cause to be prepared and provide to Service Company plans and specifications of the system (Plans and Specifications), prepared by a Florida registered professional engineer, and in accordance with all policies and practices of Service Company and all applicable laws and regulations and standards adopted by the Department of Environmental Protection and Monroe County.
- (b) Service Company shall approve or disapprove of the Plans and Specifications within thirty (30) days of receipt thereof by written notice to Developer.
- (c) Upon Developer's receipt of Service Company's written notice of disapproval of the Plans and Specifications, Developer shall promptly revise the Plans and Specifications in accordance with any requirements set forth by Service Company in its written notice of disapproval, and re-submit such revised Plan and Specifications to Service Company for approval or disapproval. Service Company shall approve or disapprove of any revised Plans and Specifications within five (5) business days of receipt thereof by written notice to Developer.
- (d) Upon Developer's receipt of Service Company's written notice of approval of the Plans and Specifications, Developer may proceed with the construction and installation of the System. Developer shall notify Service Company seventy-two (72) hours prior to beginning construction. Construction and Installation shall be completed within six (6) months of Service Company's written notice of approval of the Plans and Specifications. All work shall be inspected by licensed and insured contractors and engineers reasonably acceptable to Service Company. In accordance with Chapter 62-604 F.A.C., Developer shall provide, at its sole cost, a Professional Engineer registered in Florida to provide on-site observation during construction and testing and to certify that the System is constructed in compliance with the approved Plans and Specifications. All materials employed by Developer for the System shall be reasonably acceptable to Service Company.





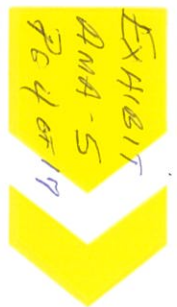
No portion or element of the System shall be covered or concealed until inspected by Service Company. Developer shall notify Service Company of Developer's readiness for inspection of the System, and Service Company shall inspect the System within two (2) business days after each such notice. Any portion of the System not inspected by Service Company within said time period, shall be deemed to have been accepted by Service Company. In the event that Service Company determines through any such inspection that any portion of the System does not fully comply with the Plans and specific conditions or applicable laws and regulations, Service Company shall notify Developer in writing of such non-compliance not more than two (2) business days after any such inspection and Developer shall immediately modify the System to insure that the System fully complies with the Plans and Specifications and applicable laws and regulations.

- (e) In the event Service Company discovers that any portion of element of the System has been installed, covered or concealed without the prior approval of Service Company, Developer shall, upon written demand by Service Company, immediately dismantle or excavate such portion of the System at its sole cost and expense.

3. **System Records**

Prior to Service Company's acceptance of all or any portion of the System for service, operation and maintenance or for service only, Developer shall deliver the following records and documents to Service Company:

- (a) Copies of all invoices and/or contracts for the construction and installation.
- (b) An affidavit signed by the developer stating that there are no parts or portions of the System which are not included in the invoices and contracts noted in subsection (a) above, that said invoices and contracts accurately and fully reflect the total cost of the System and that the System is free and clear of all liens and encumbrances.



- (c) Lien waivers from all contractors, subcontractors, material people, and any other parties that provided labor, services or materials in connection with the construction of the System.
- (d) A reproducible Mylar and two (2) sets of blue line copies, accurately depicting all of the System as constructed and installed, and signed and sealed by the engineer and surveyor of record for the System.
- (e) Copies of the results of all tests conducted on the System.
- (f) Any other records or documents required by applicable law or required under the Tariff.
- (g) A certificate of completion of the System signed and sealed by the engineer of record.
- (h) A copy of the Department of Environmental Protection permit to construct the System and all inspection reports and approvals issued by the Engineer and the Department of Environmental Protection and any other applicable governmental authority or agency.
- (i) A bill of sale, in recording form, conveying all right, title and interest in and to the System, to Service Company free of any and all liens and encumbrances for that portion of the System located on the Service Company side of the Point of Delivery.

4. **Property Rights**

In those cases in which Service Company accepts all or any portion of the System for service, operation and maintenance, Developer shall convey the following property rights and interests for that portion of the System to Service Company:





- (a) A easement, in the form attached as Exhibit "B", for that portion of the Property of sufficient size to enable Service Company ingress and egress to operate, maintain and replace such portions of the System not located within public rights-of-way. The foregoing easement shall be in effect for a period of time not less than the period during which the Service Company shall use the System to provide service to Customers.
- (b) Notwithstanding the foregoing easements, Developer retains all rights and privileges to utilize the property in any manner it deems appropriate provided such use is not inconsistent with the purposes intended for such easements.

5. **Rates, Fees, Charges**

- (a) All Customers will pay the applicable fees, rates and charges as set forth in the Tariff. Nothing contained in this Agreement shall serve to prohibit Service Company's right to bill or collect its rates and charges from Customers, or to require compliance with any provision of its Tariff.
- (b) Developer shall pay to Service Company a reservation fee (Capacity Reservation Fee), in the amount of Two Thousand Seven Hundred (\$2,700.00) dollars per E.R.C. connection to be reserved by Developer to serve the residential or commercial structures to be constructed in or upon the Property (individually, a Connection, collectively, the Connections). ERC's assigned to the property must remain with the property and, as such, are non-transferrable to other property. Prior to execution of this agreement, Developer has previously supplied Service Company access and information necessary to determine number of ERC's proposed. From this information it has been determined per Exhibit C: Total 16 ERC's for property.
- (c) Developer shall pay 1/3 (\$ N/A ) of the Capacity Reservation Fee and does not owe additional funds for the Capacity Reservation Fee upon execution of the Agreement, but will however be responsible for the remaining 2/3 (\$ N/A)



upon connection of the first building pursuant to the payment option of Developer's choosing as articulated in Section 7 of this Agreement.

Service Company shall have the right to cancel such reservation in the event of Developer's failure to comply with the terms of this Agreement. In the event there is additional water usage over and above the amount reserved in paragraph 6(b) above, (based on an annual review) the Developer shall remit additional Capacity Reservation Fees to Service Company thirty (30) days after notice by Service Company of additional fees due.

- (d) Developer shall pay \$ N/A to Service Company, for engineering review and administrative costs related to processing construction plans and documents submitted by the Developer pursuant to this Agreement. Developer shall also pay Service Company \$100.00 per hour for periodic inspections to be made by Service Company or its agents within thirty (30) days of submission by Service Company to Developer of invoices confirming time spent conducting such inspection services.
- (e) In the event of default by Developer and the payment of fees hereunder, Service Company may cancel this Agreement by giving thirty (30) days written notice of default and retain all payments hereunder as liquidated damages.
- (f) Developer agrees that in the event of a change of use or any change that might affect the flows (i.e. addition of a restaurant) Service Company will be notified and the applicable Capacity Reservation Fees will be paid prior to discharge to the Central Sewage System.





6. **Payment Options**

In the event the Property Owner is connecting to the vacuum collection system, the Property Owner shall have the following options to connect. In the event the Property Owner is connecting to the gravity collection system, the Property Owner must pay the Utility the entire cost as provided in option (a) below:

- (a) The Property Owner must pay the Utility the entire cost of the Capacity Reservation Fee (\$ \_\_\_N/A\_\_\_) as provided for in Paragraph 5(c) above; or
- (b) The Property Owner must pay five (5) percent of the Capacity Reservation Fee, (said fee payable to Monroe County) and execute a Consent and Acknowledgment Agreement delivering both to Utility upon execution of the Utility Agreement, on a form provided by Utility and deliver both to Utility.

7. **Absolute Conveyance**

Developer understands, agrees and acknowledges that Developer's conveyance of any and all easements, real property or personal property (including, without limitation, the System), or payment of any funds hereunder (including, without limitation, the Capacity Reservation Fee and Connection Charges), shall, upon acceptance by Service Company, be absolute, complete and unqualified, and that neither Developer nor any party claiming by or through Developer shall have any right to such easements, real or personal property, or funds, or any benefit which Service Company may derive from such conveyance or payments in any form or manner.

8. **Delivery of Service; Operation and Maintenance**

- (a) Upon Developer's full performance of its obligations under this Agreement, Service Company shall provide service to the Point of Delivery in accordance with the terms of this Agreement, all applicable laws and regulations and shall operate and maintain the Central Sewage System to the Point of Delivery in accordance with the terms and provisions of this Agreement. Said service shall be provided on or about \_\_\_TBD\_\_\_.



- (b) Developer shall, at its sole cost and expense, own, operate and maintain any part of the System that has not been conveyed to Service Company pursuant to the terms and conditions of this Agreement.
- (c) Developer acknowledges that certain water quality standards must be met prior to influent entering the wastewater treatment plant (primarily chloride levels and excessive flows) and agrees to allow Service Company to monitor flows and water quality at Service Company's discretion at a point on the Developer's side of the Point of Delivery. If it is determined that substandard influent or excessive flows are entering the Central Sewage System via Developer's System, Developer agrees to isolate the source and to repair or replace the portion or portions of the faulty System in a manner acceptable to Service Company in accordance with this Agreement.
- (d) In the event any portion of the Property is developed as a condominium, the condominium association shall be required to execute a maintenance agreement with respect to any portion of the System not conveyed to Service Company. Such maintenance agreement shall provide that if the condominium association fails to adequately maintain and repair the System, Service Company shall have the right to maintain and repair such System at the sole cost and expense of the condominium association.

9. **Repair of System**

In the event of any damage to or destruction of any portion of the Central Sewage System due to any acts or omissions by Developer, any Customer or their respective agents, representatives, employees, invitees or licensees, Service Company shall repair or replace such damaged or destroyed facilities at the sole cost and expense of responsible party. Developer shall operate, maintain and repair all other portions of the System not conveyed to Service Company at its sole cost and expense.





10. **Term**

This Agreement shall become effective as of the date first written above, and shall continue for so long as Service Company provides sewer service to the public.

11. **Default**

In the event of a default by either party of its duties and obligations hereunder, the non-defaulting party shall provide written notice to the defaulting party specifying the nature of the default and the defaulting party shall have five (5) days to cure any default of a monetary nature and thirty (30) days for any other default. If the default has not been cured within the applicable period (time being of the essence), the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, including but not limited to, the right to damages, injunctive relief and specific performance. Service Company may, at its sole option, discontinue and suspend the delivery of service to the System in accordance with all requirements of applicable law and the Tariff if Developer fails to timely pay all fees, rates and charges pursuant to the terms of this Agreement.

12. **Excuse from Performance**

(a) Force Majeure.

If Service Company is prevented from or delayed in performing any act required to be performed by Service Company hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials or equipment, storms, earthquakes, electric power failures, land subsidence, acts of God, acts of public enemy, wars, blockades, riots, acts of armed forces, delays by carriers, inability to obtain rights-of-way, acts of public authority, regulatory agencies, or courts, or any other cause, whether the same kind is enumerated herein, not within the control of Service Company (Force Majeure), the performance of such act shall be excused for a period equal to the period of prevention or delay.



DRT # 150071

(b) Governmental Acts.

If for any reason during the term of this Agreement, other than the fault of Developer, any federal, state or local authorities or agencies fail to issue necessary permits, grant necessary approval or require any change in the operation of the Central Sewage System or the System (Governmental Acts), then, to the extent that such Governmental Acts shall affect the ability of any party to perform any of the terms of this Agreement in whole or in part, the affected party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible, by the parties hereto in conformity with such permits, approval or requirements. Notwithstanding the foregoing, neither Developer nor Service Company shall be obligated to accept any new agreement if it substantially adds to its burdens and obligations hereunder.

(c) Emergency Situations.

Service Company shall not be held liable for damages to Developer and Developer hereby agrees not to hold Service Company liable for damages for failure to deliver service to the Property upon the occurrence of any of the following events:

1. A lack of service due to loss of flow or process or distribution failure; provided that Service Company has utilized its best efforts to maintain the Central Sewage System in good operating condition.
2. Equipment or material failure in the Central Sewage System or the System, including storage, pumping and piping provided the Service Company has utilized its best efforts to maintain the Central Sewage System in good operating condition; and





3. Force Majeure, unforeseeable failure or breakdown of pumping, transmission or other facilities, any and all governmental requirements, acts or action of any government, public or governmental authority, commission or board, agency, agent, official or officer, the enactment of any statute, ordinance, resolution, regulation, rule or ruling, order, decree or judgment, restraining order or injunction of any court, including, without limitation, Governmental Acts.

- (d) Notwithstanding any excuse of performance due to the occurrence of any of the foregoing events, Developer shall not be excused from payment of any fees, charges and rates due to Service Company under the terms of this Agreement (including without limitation, the Capacity Reservation Fee and Connection Charges).

13. **Successors and Assigns**

This Agreement and the easements granted hereby, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. **Indemnification**

Service Company and Developer agree:

- (1) to indemnify and hold the other harmless from negligent acts or omissions of itself, its officers, agents, invitees and users of the system, and
- (2) to indemnify and hold the other harmless from third-party suits against a party which result from the breach of the Agreement by the other party.

15. **Assignment of Warranties and Bonds**

Developer shall assign any and all warranties, maintenance, completion and performance bonds and the right to enforce same to the Service Company which Developer obtains from any contractor constructing the System. Developer shall obtain a written warranty, completion, performance and maintenance bonds from its contractor for a minimum period of twenty-four (24) months. If Developer does not obtain such written warranty and performance and maintenance bonds from its contractor and deliver



agrees to warrant the construction of the System for a period of twenty-four (24) months from the date of acceptance by the Service Company.

16. Notices

All notices, demands, requests or other communications by either party under this Agreement shall be in writing and sent by (a) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, or (b) overnight delivery service or courier, or (c) tele-facsimile or similar facsimile transmission with receipt confirmed as follows:

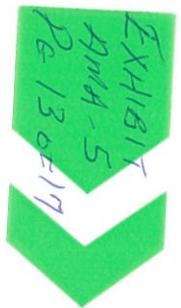
If to Service Company: Mr. Christopher Johnson, President  
6630 Front Street  
Key West, FL 33040  
Facsimile (305) 295-0143

With a Copy To: Mr. Jeff Weiler, P.E.  
Weiler Engineering  
20020 Veterans Boulevard  
Port Charlotte, FL 33954  
Facsimile (941) 764-8915

If to Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Tariff

This agreement shall be filed by Service Company with the Florida Public Service Commission within twenty (20) days after this Agreement is signed by both parties. This Agreement is subject to all of the terms and provisions of the Tariff. In the event of any conflict between the Tariff and the terms of this Agreement, the Agreement shall govern and control.





**18. Miscellaneous Provisions**

- a) This Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular, and no consent or approval required pursuant to this Agreement shall be effective, unless the same shall be in writing and signed by or on behalf of the party to be charged.
- (b) All prior statements, understandings, representations and agreements between the parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between them in connection with this transaction and which is entered into after full investigation, neither party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement. This Agreement shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto, and without regard to or aid of canons requiring construction against Service Company or the party drafting this Agreement.
- (c) No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.
- (d) This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. It shall not be necessary for the same counterpart of this Agreement to be executed by all of the parties hereto.



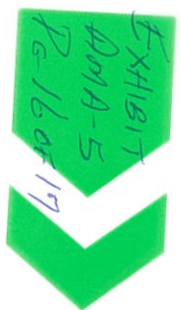
- (e) Each of the exhibits and schedules referred to herein and attached hereto is incorporated herein by this reference.
- (f) The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained.
- (g) This Agreement shall be interpreted and enforced in accordance with the laws of the state in which the Property is located without reference to principles of conflicts of laws. In the event that the Florida Public Service Commission loses or relinquishes its authority to regulate Service Company, then all references to such regulatory authority will relate to the agency of government or political subdivision imposing said regulations. If no such regulation exists, then this Agreement shall be governed by applicable principles of law.
- (h) Each of the parties to this Agreement agrees that at any time after the execution hereof, it will, on request of the other party, execute and deliver such other documents and further assurances as may reasonably be required by such other party in order to carry out the intent of this Agreement.
- (i) If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severed. Notwithstanding the foregoing sentence, if (i) any provision of this Agreement is finally determined by a court of competent jurisdiction to be unenforceable or invalid in whole or in part, (ii) the opportunity for all appeals of such determination have expired, and (iii) such enforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain,





such party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, then this Agreement shall be terminated and neither party shall have any further rights, obligations or liabilities hereunder, except for any rights, obligations or liabilities which by this specific terms of this Agreement survive the termination of this Agreement.

- (j) In the event of any litigation arising out of or connected in any manner with this Agreement, the non-prevailing party shall pay the costs of the prevailing party, including its reasonable counsel and paralegal fees incurred in connection therewith through and including all other legal expenses and the costs of any appeals and appellate costs relating thereto. Wherever in this Agreement it is stated that one party shall be responsible for the attorneys fees and expenses of another party, the same shall automatically be deemed to include the fees and expenses in connection with all appeals and appellate proceedings relating or incidental thereto. This subsection (j) shall survive the termination of this Agreement.
- (k) This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status.
- (l) Developer agrees that the Service Company may, at its sole discretion, require certain allocations to the proposed collection and transmission systems for future connections. Developer further agrees that Service Company may, at its sole discretion, extend the sewer line for any reason. It is understood that there will be no reimbursement or additional credit.



DKT # 150071

IN WITNESS WHEREOF, Service Company and Developer have executed this Agreement as of the day and year first above written.

**SERVICE COMPANY:**

KW Resort Utilities Corp.

By: [Signature]

Print Name: CHRISTOPHER JOHNSON

Title: President

Address: 6630 Front Street

Key West, FL 33040

**DEVELOPER:**

By: [Signature]

Print Name: Barton Smith

Title: MGR.

Address: 138 S. Meridian St.

Key West FL 33040

STATE OF FLORIDA )

) ss.

COUNTY OF MONROE )

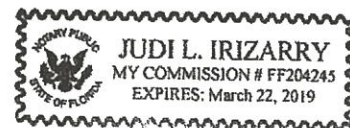
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2015, by CHRISTOPHER JOHNSON as PRESIDENT - KW RESORT UTILITIES CORP a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced N/A as identification.

Judi L. Irizarry  
My Commission Expires:

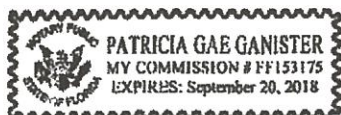
STATE OF FLORIDA )

) ss.

COUNTY OF MONROE )



The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2015, by Barton Smith, as Manager of Stock Island Holdings, LLC a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced [Signature] as identification.



Patricia Gae Ganister  
My Commission Expires:

EXHIBIT  
A-5  
Re 170517



6  
EL MAR - GEN. SVC.

DOCKET No.  
150071

## UTILITY AGREEMENT

**THIS UTILITY AGREEMENT** (Agreement), dated as of the 21st day of November, 2014, by and between KW Resort Utilities Corp., a Florida corporation, having its office at 6630 Front Street, Key West, Florida 33040, (Service Company), and El Mar R V Resort, having its office(s) at 6700 Maloney, Key West, Florida 33040 (Developer).

### RECITALS

- A. Developer is the owner of certain real property more particularly described on Exhibit A, attached hereto and made a part hereof (the Property).
- B. Service Company owns, operates, manages and controls a Central Sewage System and is willing to provide sanitary sewer services pursuant to this Agreement.
- C. Developer requests that Service Company provide central wastewater service to the Property as indicated on the plans prepared by Weiler Engineering for The South Stock Island sewer expansion.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound thereby, it is agreed as follows:

#### 1. Definitions

Business Day shall mean any day of the year in which commercial banks are not required or authorized to close in New York, New York.

Capacity Reservation Fee as such term is defined in Section 6 hereof.

Central Sewage System shall mean the central collection, transmission, treatment and disposal system and appurtenant facilities owned and operated by the Service Company.



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Connection as such term is defined in Section 6 hereof.

Equivalent Residential Connections (ERC), shall be defined as one individual residential connection or, for commercial and other uses, the estimated flow based on the use and Chapter 64E-6, F.A.C., divided by the most recently approved Capacity Analysis rate per residential connection (currently 250 gallons per day per residential connection) also known as E.D.U.

Plans and Specifications as such term is defined in Section hereof.

Point of Delivery shall mean the point where the pipes connect at the property line between the public right of way and private property. The Service Company shall own the clean out to the valve pit and the remaining vacuum lines down stream. The customer shall own the pipes connecting thereto.

Property as such term is defined in the Recitals hereof.

Property Installations or System shall mean any service lines located on individual lots or parcels of the Property or to buildings located on the Property that connect to the Central-Sewage System, and may include facilities located outside the Property, required to be installed by Developer, to connect facilities on the Property to the Central Sewage System.

Service Company's Affiliates shall mean any disclosed or undisclosed officer, director, employee, trustee shareholder, partner, principal, parent, subsidiary or other affiliate of Service Company.

Tariff shall mean Service Company's existing and future schedules of rates and charges for sewer service.





DKT<sup>#</sup> 150071

## 2. New System Construction

- (a) Prior to the construction and installation of the System, Developer shall, at its sole cost and expense, cause to be prepared and provide to Service Company plans and specifications of the system (Plans and Specifications), prepared by a Florida registered professional engineer, and in accordance with all policies and practices of Service Company and all applicable laws and regulations and standards adopted by the Department of Environmental Protection and Monroe County.
- (b) Service Company shall approve or disapprove of the Plans and Specifications within thirty (30) days of receipt thereof by written notice to Developer.
- (c) Upon Developer's receipt of Service Company's written notice of disapproval of the Plans and Specifications, Developer shall promptly revise the Plans and Specifications in accordance with any requirements set forth by Service Company in its written notice of disapproval, and re-submit such revised Plan and Specifications to Service Company for approval or disapproval. Service Company shall approve or disapprove of any revised Plans and Specifications within five (5) business days of receipt thereof by written notice to Developer.
- (d) Upon Developer's receipt of Service Company's written notice of approval of the Plans and Specifications, Developer may proceed with the construction and installation of the System. Developer shall notify Service Company seventy-two (72) hours prior to beginning construction. Construction and Installation shall be completed within six (6) months of Service Company's written notice of approval of the Plans and Specifications. All work shall be inspected by licensed and insured contractors and engineers reasonably acceptable to Service Company. In accordance with Chapter 62-604 F.A.C., Developer shall provide, at its sole cost, a Professional Engineer registered in Florida to provide on-site observation during construction and testing and to certify that the System is constructed in compliance with the approved Plans and Specifications. All materials employed by Developer for the System shall be reasonably acceptable to Service Company.



DET 150071

No portion or element of the System shall be covered or concealed until inspected by Service Company. Developer shall notify Service Company of Developer's readiness for inspection of the System, and Service Company shall inspect the System within two (2) business days after each such notice. Any portion of the System not inspected by Service Company within said time period, shall be deemed to have been accepted by Service Company. In the event that Service Company determines through any such inspection that any portion of the System does not fully comply with the Plans and specific conditions or applicable laws and regulations, Service Company shall notify Developer in writing of such non-compliance not more than two (2) business days after any such inspection and Developer shall immediately modify the System to insure that the System fully complies with the Plans and Specifications and applicable laws and regulations.

- (e) In the event Service Company discovers that any portion of element of the System has been installed, covered or concealed without the prior approval of Service Company, Developer shall, upon written demand by Service Company, immediately dismantle or excavate such portion of the System at its sole cost and expense.

3. **System Records**

Prior to Service Company's acceptance of all or any portion of the System for service, operation and maintenance or for service only, Developer shall deliver the following records and documents to Service Company:

- (a) Copies of all invoices and/or contracts for the construction and installation.
- (b) An affidavit signed by the developer stating that there are no parts or portions of the System which are not included in the invoices and contracts noted in subsection (a) above, that said invoices and contracts accurately and fully reflect the total cost of the System and that the System is free and clear of all liens and encumbrances.





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- (c) Lien waivers from all contractors, subcontractors, material people, and any other parties that provided labor, services or materials in connection with the construction of the System.
- (d) A reproducible Mylar and two (2) sets of blue line copies, accurately depicting all of the System as constructed and installed, and signed and sealed by the engineer and surveyor of record for the System.
- (e) Copies of the results of all tests conducted on the System.
- (f) Any other records or documents required by applicable law or required under the Tariff.
- (g) A certificate of completion of the System signed and sealed by the engineer of record.
- (h) A copy of the Department of Environmental Protection permit to construct the System and all inspection reports and approvals issued by the Engineer and the Department of Environmental Protection and any other applicable governmental authority or agency.
- (i) A bill of sale, in recording form, conveying all right, title and interest in and to the System, to Service Company free of any and all liens and encumbrances for that portion of the System located on the Service Company side of the Point of Delivery.

4. **Property Rights**

In those cases in which Service Company accepts all or any portion of the System for service, operation and maintenance, Developer shall convey the following property rights and interests for that portion of the System to Service Company:



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- (a) A non-exclusive easement, in the form attached as Exhibit "B", for that portion of the Property of sufficient size to enable Service Company ingress and egress to operate, maintain and replace such portions of the System not located within public rights-of-way. The foregoing easement shall be in effect for a period of time not less than the period during which the Service Company shall use the System to provide service to Customers.
- (b) A non-exclusive easement, in the form attached as Exhibit "B", of sufficient size to enable ingress, egress and access by Service company personnel or vehicles to any lift or pump station located on the Property. The foregoing easement shall be in effect for a period of time not less than the period during which the Service Company shall use the System to provide service to Customers.
- (c) Notwithstanding the foregoing easements, Developer retains all rights and privileges to utilize the property in any manner it deems appropriate provided such use is not inconsistent with the purposes intended for such easements.

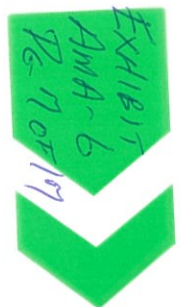
5. **Rates, Fees, Charges**

- (a) All Customers will pay the applicable fees, rates and charges as set forth in the Tariff. Nothing contained in this Agreement shall serve to prohibit Service Company's right to bill or collect its rates and charges from Customers, nor to require compliance with any provision of its Tariff.
- (b) Developer shall pay to Service Company a reservation fee (Capacity Reservation Fee), in the amount of Two Thousand Seven Hundred (\$2,700.00) dollars per E.R.C. connection to be reserved by Developer to serve the residential or commercial structures to be constructed in or upon the Property (individually, a Connection, collectively, the Connections). ERC's assigned to the property must remain with the property and, as such, are non-transferrable to other property. Prior to execution of this agreement, Developer has previously supplied Service Company access and information necessary to determine number of ERC's proposed. From this information it has been determined per Exhibit C: Total 4 ERC's





- (c) Developer has paid (\$2,700.00 ) of the Capacity Reservation Fee (1 ERC) Paid by check El Mar RV Resort LLC Check # 1418 on March 26, 2004 and owes additional (\$8,100.00) funds for the Capacity Reservation Fee upon execution of the Agreement.(3 ERC) ~~Upon connection of the first building pursuant to the payment option of Developer's choosing as articulated in Section 7 of this Agreement. Service Company shall have the right to cancel such reservation in the event of Developer's failure to comply with the terms of this Agreement. In the event there is additional water usage over and above the amount reserved in paragraph 6(b) above, (based on an annual review) the Developer shall remit additional Capacity Reservation Fees to Service Company thirty (30) days after notice by Service Company of additional fees due.~~
- (d) Developer shall pay (\$ 450.00 ) paid by El Mar RV Resort LLC Check # 1419 on May 1,2004 to Service Company, for engineering review and administrative costs related to processing construction plans and documents submitted by Developer pursuant to this Agreement. Developer shall also pay Service Company \$100.00 per hour for periodic inspections to be made by Service Company or its agents within thirty (30) days of submission by Service Company to Developer of invoices confirming time spent conducting such inspection services.
- (e) In the event of default by Developer and the payment of fees hereunder, Service Company may cancel this Agreement by giving thirty (30) days written notice of default and retain all payments hereunder as liquidated damages.
- (f) Developer agrees that in the event of a change of use or any change that might affect the flows (i.e. addition of a restaurant) Service Company will be notified and the applicable Capacity Reservation Fees will be paid prior to discharge to the Central Sewage System.



6. **Payment Options**

In the event the Property Owner is connecting to the vacuum collection system, the Property Owner shall have the following options to connect. In the event the Property Owner is connecting to the gravity collection system, the Property Owner must pay the Utility the entire cost as provided in option (a) below:

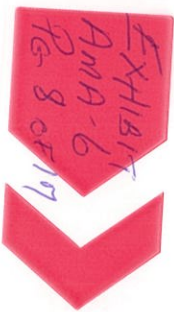
- (a) The Property Owner must pay the Utility the entire cost of the Capacity Reservation Fee (\$ 8,100.00) as provided for in Paragraph 5(c) above; or
- (b) The Property Owner must pay five (5) percent of the Capacity Reservation Fee, (said fee payable to Monroe County) and execute a Consent and Acknowledgment Agreement delivering both to Utility upon execution of the Utility Agreement, on a form provided by Utility and deliver both to Utility.

7. **Absolute Conveyance**

Developer understands, agrees and acknowledges that Developer's conveyance of any and all easements, real property or personal property (including, without limitation, the System), or payment of any funds hereunder (including, without limitation, the Capacity Reservation Fee and Connection Charges), shall, upon acceptance by Service Company, be absolute, complete and unqualified, and that neither Developer nor any party claiming by or through Developer shall have any right to such easements, real or personal property, or funds, or any benefit which Service Company may derive from such conveyance or payments in any form or manner.

8. **Delivery of Service; Operation and Maintenance**

- (a) Upon Developer's full performance of its obligations under this Agreement, Service Company shall provide service to the Point of Delivery in accordance with the terms of this Agreement, all applicable laws and regulations and shall operate and maintain the Central Sewage System to the Point of Delivery in accordance with the terms and provisions of this Agreement. Said service shall be provided on or about November 20, 2014.





- (b) Developer shall, at its sole cost and expense, own, operate and maintain any part of the System that has not been conveyed to Service Company pursuant to the terms and conditions of this Agreement.
- (c) Developer acknowledges that certain water quality standards must be met prior to influent entering the wastewater treatment plant (primarily chloride levels and excessive flows) and agrees to allow Service Company to monitor flows and water quality at Service Company's discretion at a point on the Developer's side of the Point of Delivery. If it is determined that substandard influent or excessive flows are entering the Central Sewage System via Developer's System, Developer agrees to isolate the source and to repair or replace the portion or portions of the faulty System in a manner acceptable to Service Company in accordance with this Agreement.
- (d) In the event any portion of the Property is developed as a condominium, the condominium association shall be required to execute a maintenance agreement with respect to any portion of the System not conveyed to Service Company. Such maintenance agreement shall provide that if the condominium association fails to adequately maintain and repair the System, Service Company shall have the right to maintain and repair such System at the sole cost and expense of the condominium association.

9. **Repair of System**

In the event of any damage to or destruction of any portion of the Central Sewage System due to any acts or omissions by Developer, any Customer or their respective agents, representatives, employees, invitees or licensees, Service Company shall repair or replace such damaged or destroyed facilities at the sole cost and expense of responsible party. Developer shall operate, maintain and repair all other portions of the System not conveyed to Service Company at its sole cost and expense.



**10. Term**

This Agreement shall become effective as of the date first written above, and shall continue for so long as Service Company provides sewer service to the public.

**11. Default**

In the event of a default by either party of its duties and obligations hereunder, the non-defaulting party shall provide written notice to the defaulting party specifying the nature of the default and the defaulting party shall have five (5) days to cure any default of a monetary nature and thirty (30) days for any other default. If the default has not been cured within the applicable period (time being of the essence), the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, including but not limited to, the right to damages, injunctive relief and specific performance. Service Company may, at its sole option, discontinue and suspend the delivery of service to the System in accordance with all requirements of applicable law and the Tariff if Developer fails to timely pay all fees, rates and charges pursuant to the terms of this Agreement.

**12. Excuse from Performance**

(a) Force Majeure.

If Service Company is prevented from or delayed in performing any act required to be performed by Service Company hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials or equipment, storms, earthquakes, electric power failures, land subsidence, acts of God, acts of public enemy, wars, blockades, riots, acts of armed forces, delays by carriers, inability to obtain rights-of-way, acts of public authority, regulatory agencies, or courts, or any other cause, whether the same kind is enumerated herein, not within the control of Service Company (Force Majeure), the performance of such act shall be excused for a period equal to the period of prevention or delay.





(b) Governmental Acts.

If for any reason during the term of this Agreement, other than the fault of Developer, any federal, state or local authorities or agencies fail to issue necessary permits, grant necessary approval or require any change in the operation of the Central Sewage System or the System (Governmental Acts), then, to the extent that such Governmental Acts shall affect the ability of any party to perform any of the terms of this Agreement in whole or in part, the affected party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible, by the parties hereto in conformity with such permits, approval or requirements. Notwithstanding the foregoing, neither Developer nor Service Company shall be obligated to accept any new agreement if it substantially adds to its burdens and obligations hereunder.

(c) Emergency Situations.

Service Company shall not be held liable for damages to Developer and Developer hereby agrees not to hold Service Company liable for damages for failure to deliver service to the Property upon the occurrence of any of the following events:

1. A lack of service due to loss of flow or process or distribution failure; provided that Service Company has utilized its best efforts to maintain the Central Sewage System in good operating condition.
2. Equipment or material failure in the Central Sewage System or the System, including storage, pumping and piping provided the Service Company has utilized its best efforts to maintain the Central Sewage System in good operating condition; and



3. Force Majeure, unforeseeable failure or breakdown of pumping, transmission or other facilities, any and all governmental requirements, acts or action of any government, public or governmental authority, commission or board, agency, agent, official or officer, the enactment of any statute, ordinance, resolution, regulation, rule or ruling, order, decree or judgment, restraining order or injunction of any court, including, without limitation, Governmental Acts.

(d) Notwithstanding any excuse of performance due to the occurrence of any of the foregoing events, Developer shall not be excused from payment of any fees, charges and rates due to Service Company under the terms of this Agreement (including without limitation, the Capacity Reservation Fee and Connection Charges).

**13. Successors and Assigns**

This Agreement and the easements granted hereby, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**14. Indemnification**

Service Company and Developer agree:

- (1) to indemnify and hold the other harmless from negligent acts or omissions of itself, its officers, agents, invitees and users of the system, and
- (2) to indemnify and hold the other harmless from third-party suits against a party which result from the breach of the Agreement by the other party.

**15. Assignment of Warranties and Bonds**

Developer shall assign any and all warranties, maintenance, completion and performance bonds and the right to enforce same to the Service Company which Developer obtains from any contractor constructing the System. Developer shall obtain a written warranty, completion, performance and maintenance bonds from its contractor for a minimum period of twenty-four (24) months. If Developer does not obtain such written warranty and performance and maintenance bonds from its contractor and deliver same to Service Company, then in such event, Developer





DKT # 150071

agrees to warrant the construction of the System for a period of twenty-four (24) months from the date of acceptance by the Service Company.

**16. Notices**

All notices, demands, requests or other communications by either party under this Agreement shall be in writing and sent by (a) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, or (b) overnight delivery service or courier, or (c) tele-facsimile or similar facsimile transmission with receipt confirmed as follows:

If to Service Company: Mr. Christopher Johnson, President  
6630 Front Street  
Key West, FL 33040  
Facsimile (305) 295-0143

With a Copy To: Mr. Jeff Weiler, P.E.  
Weiler Engineering  
20020 Veterans Boulevard  
Port Charlotte, FL 33954  
Facsimile (941) 764-8915

If to Developer: Mr. Ernie Dion  
El Mar RV Resort LLC  
6900 Maloney Avenue  
Key West, FL 33040

**17. Tariff**

This agreement shall be filed by Service Company with the Florida Public Service Commission within twenty (20) days after this Agreement is signed by both parties. This Agreement is subject to all of the terms and provisions of the Tariff. In the event of any conflict between the Tariff and the terms of this Agreement, the Agreement shall govern and control.



- (e) Each of the exhibits and schedules referred to herein and attached hereto is incorporated herein by this reference.
- (f) The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained.
- (g) This Agreement shall be interpreted and enforced in accordance with the laws of the state in which the Property is located without reference to principles of conflicts of laws. In the event that the Florida Public Service Commission loses or relinquishes its authority to regulate Service Company, then all references to such regulatory authority will relate to the agency of government or political subdivision imposing said regulations. If no such regulation exists, then this Agreement shall be governed by applicable principles of law.
- (h) Each of the parties to this Agreement agrees that at any time after the execution hereof, it will, on request of the other party, execute and deliver such other documents and further assurances as may reasonably be required by such other party in order to carry out the intent of this Agreement.
- (i) If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severed. Notwithstanding the foregoing sentence, if (i) any provision of this Agreement is finally determined by a court of competent jurisdiction to be unenforceable or invalid in whole or in part, (ii) the opportunity for all appeals of such determination have expired, and (iii) such enforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain,





DKT # 150071

18. Miscellaneous Provisions

- a) This Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular, and no consent or approval required pursuant to this Agreement shall be effective, unless the same shall be in writing and signed by or on behalf of the party to be charged.
- (b) All prior statements, understandings, representations and agreements between the parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between them in connection with this transaction and which is entered into after full investigation, neither party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement. This Agreement shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto, and without regard to or aid of canons requiring construction against Service Company or the party drafting this Agreement.
- (c) No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.
- (d) This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. It shall not be necessary for the same counterpart of this Agreement to be executed by all of the parties hereto.



such party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, then this Agreement shall be terminated and neither party shall have any further rights, obligations or liabilities hereunder, except for any rights, obligations or liabilities which by this specific terms of this Agreement survive the termination of this Agreement.

- (j) In the event of any litigation arising out of or connected in any manner with this Agreement, the non-prevailing party shall pay the costs of the prevailing party, including its reasonable counsel and paralegal fees incurred in connection therewith through and including all other legal expenses and the costs of any appeals and appellate costs relating thereto. Wherever in this Agreement it is stated that one party shall be responsible for the attorneys fees and expenses of another party, the same shall automatically be deemed to include the fees and expenses in connection with all appeals and appellate proceedings relating or incidental thereto. This subsection (j) shall survive the termination of this Agreement.
- (k) This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status.
- (l) Developer agrees that the Service Company may, at its sole discretion, require certain allocations to the proposed collection and transmission systems for future connections. Developer further agrees that Service Company may, at its sole discretion, extend the sewer line for any reason. It is understood that there will be no reimbursement or additional credit.





DKT # 150071

IN WITNESS WHEREOF, Service Company and Developer have executed this Agreement as of the day and year first above written.

**SERVICE COMPANY:**

**KW Resort Utilities Corp.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 6630 Front Street  
Key West, FL 33040

**DEVELOPER:**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA )

) ss.

COUNTY OF MONROE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_, a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

STATE OF FLORIDA )

) ss.

COUNTY OF MONROE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_, a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:



DOCKET No. 150071

EXHIBIT  
AMA-7

1 PAGE

HARBOR SHORES CONDO UNIT OWNERS ASSOCIATION INC.  
6800 Maloney Ave. Lot 100  
Key West, FL 33040  
April 11, 2016

Mr. Christopher Johnson  
President  
KW Resorts Utilities Corp.  
P.O. Box 2125  
Key West, FL 33045

Dear Mr. Johnson,

I am writing you on behalf of the above Association with regard to our current "Non-Account Holder" status with your company.

As you may know, each month the Association receives 69 cards, one for each Unit in the park along with a spreadsheet showing the total monies owed for that month's sewer charges and the Association has been paying that total amount for a number of years even though the Association itself does not actually have an account with your company.

The Staff of the Public Service Commission has recommended that we request an account be immediately established for Harbor Shores Condo Unit Owners Association and that new account should be billed for all 69 units as a General Service Customer with General Service applicable rates and charges.

We have been repeatedly told by your staff that the Association must be responsible for collecting and paying all 69 Units because, if each Unit owner is billed individually and fails to pay that bill, then the whole park would have to be shut down for non payment of that one bill. This, of course, is the very basis of a General Service Customer Agreement.

We respectfully request that the above requested change be implemented as soon as possible.

Thank you for your attention to this matter and please feel free to call me with any questions or concerns.



Ann Aktabowski  
Finance & Administration  
770 862-6200  
CC: Public Service Commissioners  
P. Daniel PSC Staff





8

Docket No. 150071  
KW Resort Utilities Corp

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

EXHIBIT  
AMA-8  
1 PAGE

VIA CERTIFIED MAIL

April 22, 2016

Harbor Shores Condo Unit Owners Association, Inc.  
Ann Aktabowski, Finance & Administration  
6800 Maloney Avenue, Lot 100  
Key West, FL 33040

Ms. Aktabowski,

The Utility has received your certified letter dated April 11, 2016. Because the Association has subsequently filed a Cross-Petition with the Florida Public Service Commission, the issue that you raise will be formally addressed in the administrative hearing.

Sincerely,

Christopher Johnson  
President, KW Resort Utilities

# Report Criteria

Sorted by Company (From: 06, To: 06), Account # (From: A001, To: WW001)

All Balances selected, All Customer Types - NOT SHC=DI selected

*DOCKET No.*  
*150071*  
*EXHIBIT*  
*AMA-9*  
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## KW Resort Utilities

4/7/2016

### Accounts Receivable Report

Acct #	Name	Last Billed	Last Amt	Last Paid	Past Due	Balance	Notes	Paid
Company:	06							
HS01	JACK WILLIAMS & CARL SMITH #1	30.58	24.78	03/23/2016	0.00	30.58		
HS010	DAVID VILLONE #10	37.16	29.42	03/23/2016	0.00	37.16		
HS011	WILBUR WRIGHT 725 LLC #11	24.39	18.20	03/23/2016	0.00	24.39		
HS012	DON & GINA BORREGO #12	26.71	22.07	03/23/2016	0.00	26.71		
HS013	ED GEORGE #13	33.29	26.71	03/23/2016	0.00	33.29		
HS014	MARLENE HOGAN #14	20.91	20.13	03/23/2016	0.00	20.91		
HS015	BRUCE & JOANNE CRONIN #15	25.55	22.84	03/23/2016	0.00	25.55		
HS016	SHARON FLECK #16	30.97	25.55	03/23/2016	0.00	30.97		
HS017	HARRY SASSAMAN #17	27.49	22.45	03/23/2016	0.00	27.49		
HS018	JASPER EK #18	34.84	26.71	03/23/2016	0.00	34.84		
HS019	GROUPE HOLDINGS #19	17.81	17.81	03/23/2016	0.00	17.81		
HS02	NV REAL ESTATE INC #2	17.81	17.81	03/23/2016	0.00	17.81		
HS020	ARNALDO BOZA JR #20	41.03	28.26	03/23/2016	0.00	41.03		
HS022	M JUNGBLUT & S FRICTON #22	35.61	29.42	03/23/2016	0.00	35.61		
HS024	CAROL KERSHAW #24	32.90	22.07	03/23/2016	0.00	32.90		
HS025	DAVE & AGGIE FRICTION #25	35.61	27.87	03/23/2016	0.00	35.61		
HS027	RALPH BRAVO #27	37.93	25.94	03/23/2016	0.00	37.93		
HS028	JOHN MARSON #28	30.58	24.39	03/23/2016	0.00	30.58		
HS029	APOLONIA CZERNIEWSKA #29	29.81	22.45	03/23/2016	0.00	29.81		
HS03	ROBERT MONGELLI #3	43.35	27.10	03/23/2016	0.00	43.35		
HS030	ROBERT MONGELLI #30	29.03	23.62	03/23/2016	0.00	29.03		
HS031	BRENDA CONROY #31	31.74	25.55	03/23/2016	0.00	31.74		
HS032	LINDA VEACH #32	27.10	22.45	03/23/2016	0.00	27.10		
HS033	MICHALINE WOLFE #33	21.29	18.58	03/23/2016	0.00	21.29		
HS034	LYNN GORDON #34	29.03	25.16	03/23/2016	0.00	29.03		
HS035	MELODY COOPER #35	28.26	24.00	03/23/2016	0.00	28.26		
HS036	EDWARD CAMPBELL #36	27.87	24.00	03/23/2016	0.00	27.87		



# KW Resort Utilities

## Accounts Receivable Report

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Acct #	Name	Last Billed	Last Amt	Last Paid	Past Due	Balance	Notes	Paid
HS037	GREGORY SAWYER #37	34.84	27.49	03/23/2016	0.00	34.84		
HS038	RICHARD DIPIERRO #38	44.90	30.97	03/23/2016	0.00	44.90		
HS039	BEVERLY BITTNER #39	25.94	22.84	03/23/2016	0.00	25.94		
HS04	ADRIAN BLACKSHAW #4	30.97	31.74	03/23/2016	0.00	30.97		
HS040	RICHARD DIPIERRO #40	56.51	17.81	03/23/2016	0.00	56.51		
HS041	ASHLY HOYT #41	23.23	20.52	03/23/2016	0.00	23.23		
HS042	WANDA SESSLER #42	34.45	28.26	03/23/2016	0.00	34.45		
HS043	WILLIAM AND ELLEN COLE #43	27.87	17.81	03/23/2016	0.00	27.87		
HS044	DIANA FLENARD	32.52	25.55	03/23/2016	0.00	32.52		
HS045	JOHN BRUMBAUGH SR #45	17.81	17.81	03/23/2016	0.00	17.81		
HS046	JOHN JONES #46	25.55	22.45	03/23/2016	0.00	25.55		
HS047	CHARLES BUTLER #47	31.36	26.32	03/23/2016	0.00	31.36		
HS048	ELIZABETH LUTZ #48	24.00	21.29	03/23/2016	0.00	24.00		
HS049	JAMES LANG #49	29.03	24.00	03/23/2016	0.00	29.03		
HS05	ALAN PATRIAS	25.55	24.39	03/23/2016	0.00	25.55		
HS050	JEFFREY ALLEN #50	39.48	28.26	03/23/2016	0.00	39.48		
HS051	MARK & BETH IEWIS #51	51.87	28.65	03/23/2016	0.00	51.87		
HS052	STEVE BREINES #52	39.48	25.55	03/23/2016	0.00	39.48		
HS054	DAVID BUBBUS #54	26.32	27.49	03/23/2016	0.00	26.32		
HS055	BEN BERMAN #55	23.23	18.58	03/23/2016	0.00	23.23		
HS056	JOSE & FRED A PADRON #56	38.32	32.52	03/23/2016	0.00	38.32		
HS057	AUDREY ABRAHAM #57	42.19	32.13	03/23/2016	0.00	42.19		
HS058	WILLIAM C REEDER #58	33.29	27.49	03/23/2016	0.00	33.29		
HS059	DOLORES PINA #59	24.39	21.29	03/23/2016	0.00	24.39		
HS06	ALEXANDER VERCELLI #6	17.81	24.00	03/23/2016	0.00	17.81		
HS060	KATHLEEN SIMS #60	31.74	21.29	03/23/2016	0.00	31.74		
HS07	RICHARD PARKS #7	17.81	18.58	03/23/2016	0.00	17.81		
HS08	REBA BRENNEMAN #8	34.06	27.87	03/23/2016	0.00	34.06		
HS09	RENE NEUBERGER #9	18.58	18.20	03/23/2016	0.00	18.58		
HS101	KURT HEITER #101	24.39	23.23	03/23/2016	0.00	24.39		
HS102	ELLIOTT FOX #102	17.81	17.81	03/23/2016	0.00	17.81		
HS103	REBECCA PROVOST #103	21.68	20.13	03/23/2016	0.00	21.68		
HS104	DALE BITTNER #104	30.97	24.78	03/23/2016	0.00	30.97		
HS105	PHILIP VITALE #105	19.36	19.75	03/23/2016	0.00	19.36		
HS106	JAMES TINKER JR #106	29.42	23.23	03/23/2016	0.00	29.42		
HS107	GIOSAFAT TUSA #107	28.65	25.16	03/23/2016	0.00	28.65		

# KW Resort Utilities

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## Accounts Receivable Report

Acct #	Name	Last Billed	Last Amt	Last Paid	Past Due	Balance	Notes	Paid
HS109	JOHN RUSSELL #109	24.78	21.68	03/23/2016	0.00	24.78		
HS110	KATE WYCOFF-HOLMES #110	29.03	29.81	03/23/2016	0.00	29.03		
HS111	THEODORE SMITH #111	25.55	23.23	03/23/2016	0.00	25.55		
HS112	RICHARD DIPIERRO #112	48.38	25.16	03/23/2016	0.00	48.38		
HS113	A SKERLY & M JEFFREY	27.87	23.23	03/23/2016	0.00	27.87		
HS114	LISA WATERS #114	18.97	18.58	03/23/2016	0.00	18.97		
Company:	06				0.00	2058.61		
Report Totals:					0.00	2058.61		

P. P. 4/15/16



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*EXHIBIT*  
*AMA-10*  
*1 PAGE*

Service Address: 8 6800 MALONEY

ACCT NO. SERVICE FROM SERVICE TO DAYS

HS08 02-19-16 03-23-16 34 04-26-16

METER READINGS

PREVIOUS	PRESENT	USAGE
0	4200	4200

Sewer

34.06

KW RESORT UTILITIES CORP.

PO BOX 2125

KEY WEST, FL 33045

Last Payment received was

\$27.87 on 03-23-16

BILLING PERIOD DAYS USAGE

THIS YEAR 34 4200

LAST YEAR 28 3400

BASE

RATE per Gallons

TOTAL DUE 34.06

ADDRESS SERVICE  
REQUESTED

FIRST CLASS MAIL  
 U.S. POSTAGE PAID  
 Mailed from ZipCode 33045  
 PERMIT NO. 160

BILLING DATE	PAST DUE AFTER
04-06-16	04-26-16
ACCT NUM	AMOUNT DUE
HS08	34.06

REBA BRENNEMAN #8

C/O HARBOR SHORES CONDOMINIUM

6800 MALONEY AVENUE

KEY WEST, FL 33040

Service Address: 44 6800 MALONEY

ACCT NO. SERVICE FROM SERVICE TO DAYS

HS044 02-20-16 03-24-16 34 04-26-16

METER READINGS

PREVIOUS	PRESENT	USAGE
0	3800	3800

Sewer

32.52

KW RESORT UTILITIES CORP.

PO BOX 2125

KEY WEST, FL 33045

Last Payment received was

\$25.55 on 03-23-16

BILLING PERIOD DAYS USAGE

THIS YEAR 34 3800

LAST YEAR 28 3000

BASE

RATE per Gallons

TOTAL DUE 32.52

ADDRESS SERVICE  
REQUESTED

FIRST CLASS MAIL  
 U.S. POSTAGE PAID  
 Mailed from ZipCode 33045  
 PERMIT NO. 160

BILLING DATE	PAST DUE AFTER
04-06-16	04-26-16
ACCT NUM	AMOUNT DUE
HS044	32.52

DIANA FLENARD

C/O HARBOR SHORES CONDOMINIUM

6800 MALONEY AVENUE

KEY WEST, FL 33040

# Report Criteria

Sorted by Company (From: 06, To: 06), Account # (From: A001, To: WW001)

All Customer Types - NOT SHC=DI selected

Date range selected, From: 9/9/2016 To: 9/9/2016

Multi-Meter Report - Utility Type: All

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9/9/2016

## KW Resort Utilities

### Billing History Report - All Services

Acct #	Name						Other 1	Other 2	Tax	Total	New Bal	User	Prev Bal
Date	Sewer	Effluent	Pro Rated	N/A	N/A								
Company:	Harbor Shores												
HS01	JACK WILLIAMS & CARL SMITH #1												
09/09/2016	31.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.66	31.66	britt	0.00
HS010	DAVID VILLONE #10												
09/09/2016	43.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.21	43.21	britt	0.00
HS011	WILBUR WRIGHT 725 LLC #11												
09/09/2016	45.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.31	45.31	britt	0.00
HS012	DON & GINA BORREGO #12												
09/09/2016	41.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41.11	41.11	britt	0.00
HS013	ED GEORGE #13												
09/09/2016	48.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.99	48.99	britt	0.00
HS014	MARLENE HOGAN #14												
09/09/2016	34.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34.29	34.29	britt	0.00
HS015	BRUCE & JOANNE CRONIN #15												
09/09/2016	42.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42.69	42.69	britt	0.00
HS016	SHARON FLECK #16												
09/09/2016	39.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.01	39.01	britt	0.00
HS017	HARRY SASSAMAN #17												
09/09/2016	34.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34.29	34.29	britt	0.00
HS018	JASPER EK #18												
09/09/2016	50.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.56	50.56	britt	0.00
HS019	GROUPE HOLDINGS #19												
09/09/2016	31.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.66	31.66	britt	0.00
HS02	NV REAL ESTATE INC #2												
09/09/2016	48.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.46	48.46	britt	0.00
HS020	ARNALDO BOZA JR #20												
09/09/2016	49.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.51	49.51	britt	0.00
HS022	M JUNGBLUT & S FRICTON #22												



# KW Resort Utilities

## Billing History Report - All Services

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Acct #	Name							Other 1	Other 2	Tax	Total	New Bal	User	Prev Bal
Date	Sewer	Effluent	Pro Rated	N/A	N/A									
09/09/2016	31.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.66	31.66	britt	0.00
HS024	CAROL KERSHAW #24													
09/09/2016	32.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.71	32.71	britt	0.00
HS025	DAVE & AGGIE FRICTION #25													
09/09/2016	31.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.66	31.66	britt	0.00
HS027	RALPH BRAVO #27													
09/09/2016	50.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.04	50.04	britt	0.00
HS028	JOHN MARSON #28													
09/09/2016	45.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.31	45.31	britt	0.00
HS029	APOLONIA CZERNIEWSKA #29													
09/09/2016	46.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46.89	46.89	britt	0.00
HS03	ROBERT MONGELLI #3													
09/09/2016	64.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.74	64.74	britt	0.00
HS030	ROBERT MONGELLI #30													
09/09/2016	39.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.54	39.54	britt	0.00
HS031	BRENDA CONROY #31													
09/09/2016	49.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.51	49.51	britt	0.00
HS032	LINDA VEACH #32													
09/09/2016	42.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42.16	42.16	britt	0.00
HS033	MICHALINE WOLFE #33													
09/09/2016	35.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.86	35.86	britt	0.00
HS034	LYNN GORDON #34													
09/09/2016	44.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	44.79	44.79	britt	0.00
HS035	MELODY COOPER #35													
09/09/2016	41.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41.11	41.11	britt	0.00
HS036	EDWARD CAMPBELL #36													
09/09/2016	41.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41.64	41.64	britt	0.00
HS037	GREGORY SAWYER #37													
09/09/2016	61.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61.59	61.59	britt	0.00
HS038	RICHARD DIPIERRO #38													
09/09/2016	55.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55.29	55.29	britt	0.00
HS039	BEVERLY BITTNER #39													
09/09/2016	42.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42.69	42.69	britt	0.00
HS04	ADRIAN BLACKSHAW #4													
09/09/2016	58.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.96	58.96	britt	0.00
HS040	RICHARD DIPIERRO #40													
09/09/2016	50.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.56	50.56	britt	0.00

# KW Resort Utilities

## Billing History Report - All Services

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EXHIBIT

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Acct #	Name												
	Sewer	Effluent	Pro Rated	N/A	N/A		Other 1	Other 2	Tax	Total	New Bal	User	Prev Bal
Date													
HS041	ASHLY HOYT #41												
09/09/2016	43.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.74	43.74	britt	0.00
HS042	WANDA SESSLER #42												
09/09/2016	49.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.51	49.51	britt	0.00
HS043	WILLIAM AND ELLEN COLE #43												
09/09/2016	31.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.66	31.66	britt	0.00
HS044	DIANA FLENARD												
09/09/2016	47.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47.94	47.94	britt	0.00
HS045	JOHN BRUMBAUGH SR #45												
09/09/2016	51.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.61	51.61	britt	0.00
HS046	JOHN JONES #46												
09/09/2016	41.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41.11	41.11	britt	0.00
HS047	CHARLES BUTLER #47												
09/09/2016	42.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42.69	42.69	britt	0.00
HS048	ELIZABETH LUTZ #48												
09/09/2016	38.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.49	38.49	britt	0.00
HS049	JAMES LANG #49												
09/09/2016	44.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	44.26	44.26	britt	0.00
HS05	ALAN PATRIAS												
09/09/2016	44.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	44.26	44.26	britt	0.00
HS050	JEFFREY ALLEN #50												
09/09/2016	59.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59.49	59.49	britt	0.00
HS051	MARK & BETH IEWIS #51												
09/09/2016	39.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.01	39.01	britt	0.00
HS052	STEVE BREINES #52												
09/09/2016	81.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81.54	81.54	britt	0.00
HS054	DAVID BUBBUS #54												
09/09/2016	36.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.39	36.39	britt	0.00
HS055	BEN BERMAN #55												
09/09/2016	37.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.96	37.96	britt	0.00
HS056	JOSE & FREDA PADRON #56												
09/09/2016	50.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.04	50.04	britt	0.00
HS057	AUDREY ABRAHAM #57												
09/09/2016	49.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.51	49.51	britt	0.00
HS058	WILLIAM C REEDER #58												
09/09/2016	50.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.04	50.04	britt	0.00
HS059	DOLORES PINA #59												

9/9/2016

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# KW Resort Utilities

## Billing History Report - All Services

DOCKET No.  
150071

EXHIBIT  
AMA-11  
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9/9/2016

Acct #	Name												
Date	Sewer	Effluent	Pro Rated	N/A	N/A	Other 1	Other 2	Tax	Total	New Bal	User	Prev Bal	
Company:	Harbor Shores												
	3,029.94		0.00		0.00	0.00	0.00		3029.94	3029.94		0.00	
		0.00		0.00	0.00		0.00	0.00					
Totals:	3,029.94		0.00		0.00	0.00	0.00	0.00	3029.94	3029.94			
		0.00		0.00	0.00		0.00						

P & P  
9/13/16  
Bill Pay

12

DOCKET No. 150071

EXHIBIT  
AMA-12

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Svc Addr: 8 6800 MALONEY

ACCT NO. SERVICE FROM SERVICE TO  
HS08 07-25-16 08-23-16

DUE DATE

09-29-16

ADDRESS SERVICE  
REQUESTEDFIRST CLASS MAIL  
U.S. POSTAGE PAID  
Mailed from ZipCode 33045  
PERMIT NO. 160

## METER READINGS

PREVIOUS	PRESENT	USAGE
0	3500	3500

Sewer BASE 31.66  
Sewer USAGE 18.38

BILLING DATE	PAST DUE AFTER
09-09-16	09-29-16
ACCT NUM	AMOUNT DUE
HS08	50.04

On/After 09-30-16 add \$6.50  
penalty and pay \$56.54  
Last Payment received was  
\$55.81 on 08-22-16

TOTAL DUE

50.04

REBA BRENNEMAN #8  
C/O HARBOR SHORES CONDOMI ASS  
6800 MALONEY AVENUE  
KEY WEST, FL 33040ADDRESS SERVICE  
REQUESTED

Svc Addr: 44 6800 MALONEY

ACCT NO. SERVICE FROM SERVICE TO  
HS044 07-27-16 08-23-16

DUE DATE

09-29-16

FIRST CLASS MAIL  
U.S. POSTAGE PAID  
Mailed from ZipCode 33045  
PERMIT NO. 160

PREVIOUS	PRESENT	USAGE
0	3100	3100

Sewer BASE 31.66  
Sewer USAGE 16.28

BILLING DATE	PAST DUE AFTER
09-09-16	09-29-16
ACCT NUM	AMOUNT DUE
HS044	47.94

On/After 09-30-16 add \$6.50  
penalty and pay \$54.44  
Last Payment received was  
\$48.46 on 08-22-16

TOTAL DUE

47.94

DIANA FLENARD  
C/O HARBOR SHORES CONDOMI ASS  
6800 MALONEY AVENUE  
KEY WEST, FL 33040

# Florida Keys Aqueduct Authority

1100 Kennedy Drive  
Key West, Florida 33040-4021  
Telephone 305.296.2454  
www.fkaa.com

EXHIBIT  
AMA-13  
Pg 1 of 2

Account Information	
Previous Balance:	\$ 147.86
Late Charges/Nonpay Fees:	0.00
Payments:	-147.86
Adjustments/Credits:	0.00
Balance Forward:	\$ 0.00
Current Charges:	110.58
AutoPay Amount:	\$ 110.58

AutoPay will be made on 05/19/2016.

Statement Number	Service Address	
5072131	6800 Maloney Ave Main	
Account Number	Statement Date	Due Date
526763-018084	04/29/2016	05/19/2016

## A Message from Florida Keys Aqueduct Authority

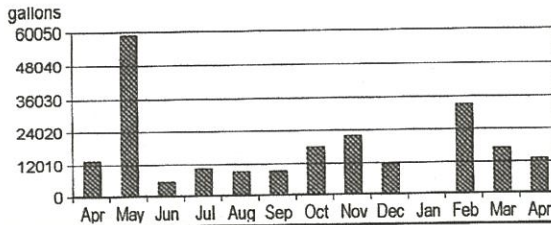
The Fkaa's 2014 Water Quality Report will be available at the following link beginning June 30, 2015:  
<http://www.fkaa.com/WaterQualityReport2014.pdf>. It contains important information about the source and quality of your drinking water. We are pleased to announce that, once again, our water met or surpassed all EPA standards. If you, your employees, residents, or customers would like an individual copy mailed, please contact Julie Cheon at 305-296-2454.

## Meter Reading Summary

Description	Service Period	# of Days	Meter Number	Reading Type	Previous Reading	Current Reading	Total Consumption
Water	03/24/2016-04/21/2016	28	1852582650	Actual	8620	9490	87000 Gal
						Less Deduct	73900 Gal
						Net Consumption	13100 Gal

## Detail of Current Usage

### Water



## Explanation of Charges

Description	Amount
Water base facility charge	13.90
Water usage charge	96.68
<b>Service total</b>	<b>\$110.58</b>

Total current charges

\$110.58

Please detach and return bottom portion with your payment. Please retain top portion for your records.  
Please include your account number on your check and make payable to Fkaa.

Florida Keys Aqueduct Authority  
1100 Kennedy Drive  
Key West, FL 33040-4021



ELECTRONIC SERVICE REQUESTED

(QESP)10:T010:004211:001:0000: FKA-104 0000000

Statement Number		Account Number
5072131		526763-018084
Statement Date	Previous Balance	Current Charges
04/29/2016	\$147.86	\$110.58
Due Date	Total Due	AutoPay Amount
05/19/2016	\$110.58	\$110.58

Thank you for using AutoPay. Please remember to notify us immediately if your bank or credit card information changes so that AutoPay will continue without interruption.



102069 098275656  
HARBOR SHORES INC  
6800 MALONEY AVE  
KEY WEST, FL 33040-6072



FLORIDA KEYS AQUEDUCT AUTHORITY  
1100 KENNEDY DRIVE  
KEY WEST, FL 33040-4021



2 of 2

000000018084000000526763000000011058



# Florida Keys Aqueduct Authority

1100 Kennedy Drive  
Key West, Florida 33040-4021  
Telephone 305.296.2454  
www.fkaa.com

EXHIBIT  
AMA-13  
Pg. 2 of 2

13 DOCKET No. 150071

## Account Information

Previous Balance:	\$	82.17
Late Charges/Nonpay Fees:		0.00
Payments:		-82.17
Adjustments/Credits:		0.00
Balance Forward:	\$	0.00
Current Charges:		98.36
AutoPay Amount:	\$	98.36

AutoPay will be made on 05/19/2016.

Statement Number	Service Address	
5071814	Meter 1 Ex El M	
Account Number	Statement Date	Due Date
535752-007844	04/29/2016	05/19/2016

## A Message from Florida Keys Aqueduct Authority

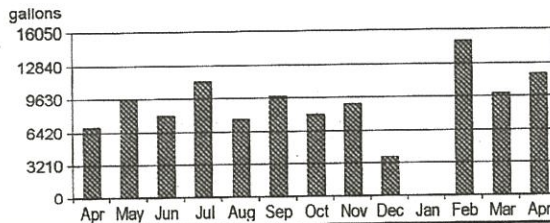
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<http://www.fkaa.com/WaterQualityReport2014.pdf>. It contains important information about the source and quality of your drinking water. We are pleased to announce that, once again, our water met or surpassed all EPA standards. If you, your employees, residents, or customers would like an individual copy mailed, please contact Julie Cheon at 305-296-2454.

## Meter Reading Summary

Description	Service Period	# of Days	Meter Number	Reading Type	Previous Reading	Current Reading	Total Consumption
Water	03/24/2016-04/21/2016	28	1820126006	Actual	99866	100982	111600 Gal
						Less Deduct	97700 Gal
						Net Consumption	13900 Gal

## Detail of Current Usage

### Water



## Explanation of Charges

Description	Amount
Water base facility charge	13.90
Water usage charge	84.46
Service total	\$98.36

Total current charges

\$98.36

Please detach and return bottom portion with your payment. Please retain top portion for your records.  
Please include your account number on your check and make payable to Fkaa.

Florida Keys Aqueduct Authority  
1100 Kennedy Drive  
Key West, FL 33040-4021

(QESP)10:T011:004742:001:0000: FKA-104 0000000



ELECTRONIC SERVICE REQUESTED

Statement Number		Account Number
5071814		535752-007844
Statement Date	Previous Balance	Current Charges
04/29/2016	\$82.17	\$98.36
Due Date	Total Due	AutoPay Amount
05/19/2016	\$98.36	\$98.36

Thank you for using AutoPay. Please remember to notify us immediately if your bank or credit card information changes so that AutoPay will continue without interruption.



102069 098276774  
HARBOR SHORES INC  
6800 MALONEY AVE OFFICE  
KEY WEST, FL 33040-8107



FLORIDA KEYS AQUEDUCT AUTHORITY  
1100 KENNEDY DRIVE  
KEY WEST, FL 33040-4021



1 of 2

000000007844000000535752000000009836

14

DOCKET No. 150071

**KW Resort Utilities Corp**

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

April 22, 2016

DAVID & AGNES FRICTON  
6800 MALONEY AVENUE, LOT 25  
KEY WEST, FL 33040

Dear Property Owner,

By Order No. PSC-16-0123-PAA-SU in Docket No. 150071-SU issued March 23, 2016 the Florida Public Service Commission approved a new rate structure for KW Resort Utilities Corp. The new rate structure requires, per the Tariff with effective date of April 20, 2016, that each residential customer with a Florida Keys Aqueduct Authority water meter be billed based on the meter. Therefore it is necessary for the owner of each residence to complete an Application for Wastewater Service (enclosed). The Application allows each owner to stipulate a billing address and this ensures that the bill is sent to the proper address. Each owner will be responsible for the monthly bill for the sanitary sewer service provided to their residence.

Please contact customer service at (305) 295-3301 from 8:00 AM to 4:30 PM (Monday- Friday) for assistance with the enclosed application or any other matter that you may need assistance with.

Sincerely,

Christopher A. Johnson  
President

EXHIBIT  
AMA-14  
Pg 1 of 5





DOCKET No. 150021

**KW Resort Utilities Corp**  
P. O. Box 2125  
Key West, FL 33045  
Telephone: 305.295.3301  
Facsimile: 305.295.0143

April 22, 2016

DAVID & AGNES FRICTON  
6800 MALONEY AVENUE, LOT 25  
KEY WEST, FL 33040

Re: **Sanitary Sewer Account #: HS025.01**  
**6800 Maloney Avenue Lot 25**

DAVID & AGNES FRICTON:

KW Resort Utilities Corp has been notified that you are responsible for monthly sanitary sewer charges for the above property. Attached is the application for sanitary sewer service and escrow request, \$168.32.

The Florida Public Service Commission regulates KW Resort Utilities and requires the Utility collect a security deposit from each customer. The security deposit is currently 2 months charge per unit of the monthly base rate, \$31.66, billed in advance and water usage, \$5.25 per 1000 gallons, billed in arrears and capped at 10,000 gallons per month, \$52.50. Therefore, the current maximum monthly charge is \$84.16.

The required application and security deposit may be mailed to the Post Office Box, or deposited at the Utility Drop-Box located at 6630 Front Street, Stock Island.

A future payment option is On-Line. Your account # **HS025.01** *will be available on our web-site* [www.KW RU.com](http://www.KW RU.com) **May 9<sup>th</sup>** to view the bill, schedule a payment, or sign up for monthly Auto-Debit through a checking account. All monthly charges are payable as stated by the due date on the bill.

Please note that KW Resort Utilities does not accept credit card, debit card or cash as payment.

Thank you for your attention to this matter. Do not hesitate to contact me should additional information or assistance be necessary.

Sincerely,

Judi Irizarry  
Accounts Manager  
[www.judikwru@gmail.com](mailto:www.judikwru@gmail.com)

EXHIBIT  
A MA-14  
Pg 2 of 5



**ALL APPLICANTS:**

Application, Driver's License Copy, Security Deposit, and Copy of Lease can be sent by:

✦ **MAIL**

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

✦ **FAX**

- 305-295-0143

✦ **EMAIL**

- [INFO@KWRU.COM](mailto:INFO@KWRU.COM)

✦ **DROP BOX**

- 6630 Front Street in Stock Island

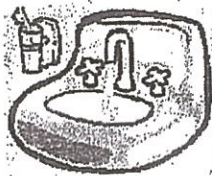
**PAY YOUR BILL ONLINE!**

It is free and easy just go to [www.kwru.com](http://www.kwru.com) and click this button

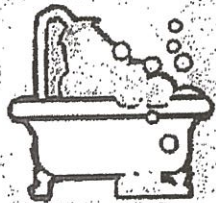
View or Pay  
your Bill

- SCHEDULE PAYMENTS
- MANAGE YOUR ACCOUNT
- VIEW YOUR BILL this month or for any month going back 18 months.

[WWW.KWRU.COM](http://WWW.KWRU.COM)



## Your Water and Wastewater Service



### Florida Public Service Commission

The Florida Public Service Commission is responsible for the economic regulation of investor-owned water and/or wastewater facilities in certain counties throughout the state, assuring adequate service and setting just, reasonable, compensatory and nondiscriminatory rates. The Commission consists of five members appointed by the Governor and confirmed by the Senate. Environmental regulation of water and/or wastewater utilities in areas such as water withdrawal permits, sewage disposal and health and safety standards is enforced by the Florida Department of Environmental Protection, the Water Management Districts and the local county health agencies.

This brochure (required by PSC Rule 25-30.310(3), F.A.C.) is designed to explain some of the policies and procedures that relate to customers of investor-owned water and/or wastewater utilities regulated by the Florida Public Service Commission.

### Initiation of Water and Wastewater Service

Each utility is required to provide service without unreasonable delay to anyone in its service area who makes proper application. The utility is also required to maintain in its office for public inspection, a copy of its tariff which has been approved by the Florida Public Service Commission (PSC). The tariff contains all rate schedules, a schedule of charges, and the rules and regulations of the utility company.

### Customer Deposits

When a customer applies for water or wastewater service, the utility can ask that the customer establish credit by furnishing a cash deposit, a satisfactory guarantor to secure payment of bills, an irrevocable letter of credit from a bank, or a surety bond. Each utility requiring customer deposits must pay a minimum of 2 percent interest per year on the deposit. However, after a residential customer has established a satisfactory payment record and has had continuous service for 23 months, the utility must refund the customer's deposit. A satisfactory payment record is established when the customer has not, in the preceding 12 months, (a) made more than one late payment of a bill, (b) paid with a check refused by a bank, (c) been disconnected for nonpayment, or at any time, (d) tampered with the

meter, or (e) used service in a fraudulent or unauthorized manner. Under certain circumstances, such as repeated late payment of bills or continued bills in excess of the amount of the current deposit, the company may require an additional or new deposit. However, the total amount of the requested deposit cannot exceed the average of the actual charge for water and/or wastewater service for two billing periods for the most recent 12-month period. The company must give 30 days written notice of an additional deposit request. When an account is closed, the deposit can be credited to the final bill and any balance must be refunded to the customer within 15 days.

### Rate Structure

Most water and wastewater rates are developed with a base facilities charge and a gallonage charge. The base facilities charge is a flat charge that is designed to recover the fixed costs of utility service that remain the same each month regardless of consumption. The gallonage charge recovers the variable costs associated with the utility service such as electricity, chemicals, and labor involved in production and distribution of water service and the removal, treatment, and disposal of wastewater. The gallonage charge is assessed for each 1,000 gallons or 100 cubic feet of water that is registered on the customer's meter. Recognizing that all of the water used by residential customers is not returned to the wastewater collection system, a maximum (or cap) is set on the number of gallons of water consumption for which the customer is billed a wastewater gallonage charge. The cap is normally between 6,000 and 10,000 gallons. Any water consumption over that amount is generally considered to be used for purposes such as irrigation; therefore, it is not returned to the wastewater facility.

### Billing Practices

The utility company is required to read the customer's meter and send bills at regular intervals. Most utilities bill monthly for service; however, a few utilities bill bimonthly or quarterly. The customer has 20 days from the postmark date to pay the bill. If payment is not made by the due date on the bill, service may be discontinued provided the company sends a written notice that the account is delinquent and subject to interruption of service. The notice should allow the customer at least 5 business days to remedy any deficiency. Service may not be discontinued between 12 noon on a Friday and 8:00 a.m. the following Monday or between 12 noon on the day before a holiday and 8:00 a.m. the next working day, for nonpayment of a bill. Also, service cannot be discontinued or withheld because a previous occupant did not pay the bill. Each customer has the right to request and receive information from the utility as to the method of reading meters and computing bills, and be given an explanation of the utility's rates applicable to the customer's class of service. The utility is required to assist the customer in obtaining the rate which is most advantageous for the customer's service requirements.

### Meter Problems

A customer who suspects that the meter is not accurately measuring water consumption may request that the utility perform a field test of the water meter. To witness the field test the PSC advises customers to make an appointment with the utility's representative. The utility will perform the field test at no charge. If the customer is not satisfied with the results of the field test, he or she can make a written request for a bench test. The utility is allowed to charge a fee to defray the cost of the bench test. The customer also has the right to have a Public Service Commission representative observe and/or supervise the bench test. The utility is required to provide a written report of the results of the test to the customer that requested the test.

### Leaky Faucets

Leaky faucets are common and can increase a utility bill. It is important to have leaks repaired because the customer, not the utility company, is responsible for any

EXHIBIT  
A-14  
Pg 4 of 5

DOCKET No. 150071





## KW Resort Utilities Corp

P.O. Box 2125  
Key West, FL 33045  
305.295.3301  
FAX 305.295.0143  
www.kwru.com

### APPLICATION FOR WASTEWATER SERVICE

Date: \_\_\_\_\_ Date Service Requested: \_\_\_\_\_

Service Address: \_\_\_\_\_

Florida Keys Aqueduct Account Number(s) \_\_\_\_\_

☐ Owner

☐ Tenant

☐ Agent / Landlord

Agent / Landlord \_\_\_\_\_  
Name Address Telephone Number

Applicant Name \_\_\_\_\_ #2 Applicant Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Telephone Number \_\_\_\_\_

E-Mail \_\_\_\_\_ E-Mail \_\_\_\_\_

Mailing Address for Bills:

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

#### CHECK ONE OF THE FOLLOWING:

\_\_\_\_\_ Single Family Customer

_____ Commercial
Corporation - State _____ Federal Id# _____
Other Business Owners - Names & Addresses
_____
_____
_____

Tenants: A copy of your signed lease is required and to be returned with the application along with a copy of your Driver's License.

\_\_\_\_\_ PRINT NAME

\_\_\_\_\_ #2 APPLICANT PRINT NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ #2 APPLICANT SIGNATURE

EXHIBIT  
Amm-14  
Pg 5 of 5

14

DOCKET No. 150071

**KW Resort Utilities Corp**

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

April 22, 2016

DAVID & AGNES FRICTON  
6800 MALONEY AVENUE, LOT 25  
KEY WEST, FL 33040

Dear Property Owner,

By Order No. PSC-16-0123-PAA-SU in Docket No. 150071-SU issued March 23, 2016 the Florida Public Service Commission approved a new rate structure for KW Resort Utilities Corp. The new rate structure requires, per the Tariff with effective date of April 20, 2016, that each residential customer with a Florida Keys Aqueduct Authority water meter be billed based on the meter. Therefore it is necessary for the owner of each residence to complete an Application for Wastewater Service (enclosed). The Application allows each owner to stipulate a billing address and this ensures that the bill is sent to the proper address. Each owner will be responsible for the monthly bill for the sanitary sewer service provided to their residence.

Please contact customer service at (305) 295-3301 from 8:00 AM to 4:30 PM (Monday- Friday) for assistance with the enclosed application or any other matter that you may need assistance with.

Sincerely,

Christopher A. Johnson  
President

EXHIBIT  
AMA-14  
Pg 1 of 5





*DOCKET No. 150021*

**KW Resort Utilities Corp**  
P. O. Box 2125  
Key West, FL 33045  
Telephone: 305.295.3301  
Facsimile: 305.295.0143

April 22, 2016

DAVID & AGNES FRICTON  
6800 MALONEY AVENUE, LOT 25  
KEY WEST, FL 33040

Re: **Sanitary Sewer Account #: HS025.01**  
**6800 Maloney Avenue Lot 25**

DAVID & AGNES FRICTON:

KW Resort Utilities Corp has been notified that you are responsible for monthly sanitary sewer charges for the above property. Attached is the application for sanitary sewer service and escrow request, \$168.32.

The Florida Public Service Commission regulates KW Resort Utilities and requires the Utility collect a security deposit from each customer. The security deposit is currently 2 months charge per unit of the monthly base rate, \$31.66, billed in advance and water usage, \$5.25 per 1000 gallons, billed in arrears and capped at 10,000 gallons per month, \$52.50. Therefore, the current maximum monthly charge is \$84.16.

The required application and security deposit may be mailed to the Post Office Box, or deposited at the Utility Drop-Box located at 6630 Front Street, Stock Island.

A future payment option is On-Line. Your account # **HS025.01** *will be available on our web-site* [www.KWRU.com](http://www.KWRU.com) **May 9<sup>th</sup>** to view the bill, schedule a payment, or sign up for monthly Auto-Debit through a checking account. All monthly charges are payable as stated by the due date on the bill.

Please note that KW Resort Utilities does not accept credit card, debit card or cash as payment.

Thank you for your attention to this matter. Do not hesitate to contact me should additional information or assistance be necessary.

Sincerely,

Judi Irizarry  
Accounts Manager  
[www.judikwru@gmail.com](mailto:www.judikwru@gmail.com)

*EXHIBIT  
A-14  
Pg 2 of 5*

**ALL APPLICANTS:**

Application, Driver's License Copy, Security Deposit, and Copy of Lease can be sent by:

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

✦ **FAX**

- 305-295-0143

✦ **EMAIL**

- [INFO@KWRU.COM](mailto:INFO@KWRU.COM)

✦ **DROP BOX**

- 6630 Front Street in Stock Island

**PAY YOUR BILL ONLINE!**

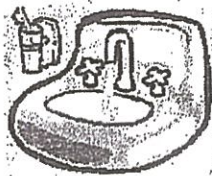
It is free and easy just go to [www.kwru.com](http://www.kwru.com) and click this button

View or Pay  
your Bill

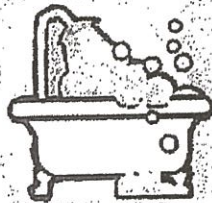
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- MANAGE YOUR ACCOUNT
- VIEW YOUR BILL this month or for any month going back 18 months.

[WWW.KWRU.COM](http://WWW.KWRU.COM)





## Your Water and Wastewater Service



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### Billing Practices

The utility company is required to read the customer's meter and send bills at regular intervals. Most utilities bill monthly for service; however, a few utilities bill bimonthly or quarterly. The customer has 20 days from the postmark date to pay the bill. If payment is not made by the due date on the bill, service may be discontinued provided the company sends a written notice that the account is delinquent and subject to interruption of service. The notice should allow the customer at least 5 business days to remedy any deficiency. Service may not be discontinued between 12 noon on a Friday and 8:00 a.m. the following Monday or between 12 noon on the day before a holiday and 8:00 a.m. the next working day, for nonpayment of a bill. Also, service cannot be discontinued or withheld because a previous occupant did not pay the bill. Each customer has the right to request and receive information from the utility as to the method of reading meters and computing bills, and be given an explanation of the utility's rates applicable to the customer's class of service. The utility is required to assist the customer in obtaining the rate which is most advantageous for the customer's service requirements.

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EXHIBIT  
A-14  
Pg 4 of 5

DOCKET No. 150071



## KW Resort Utilities Corp

P.O. Box 2125  
Key West, FL 33045  
305.295.3301  
FAX 305.295.0143  
www.kwru.com

### APPLICATION FOR WASTEWATER SERVICE

Date: \_\_\_\_\_ Date Service Requested: \_\_\_\_\_

Service Address: \_\_\_\_\_

Florida Keys Aqueduct Account Number(s) \_\_\_\_\_

☐ Owner

☐ Tenant

☐ Agent / Landlord

Agent / Landlord \_\_\_\_\_  
Name Address Telephone Number

Applicant Name \_\_\_\_\_ #2 Applicant Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Telephone Number \_\_\_\_\_

E-Mail \_\_\_\_\_ E-Mail \_\_\_\_\_

Mailing Address for Bills:

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

#### CHECK ONE OF THE FOLLOWING:

\_\_\_\_\_ Single Family Customer

_____ Commercial
Corporation - State _____ Federal Id# _____
Other Business Owners - Names & Addresses
_____
_____
_____

Tenants: A copy of your signed lease is required and to be returned with the application along with a copy of your Driver's License.

\_\_\_\_\_ PRINT NAME

\_\_\_\_\_ #2 APPLICANT PRINT NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ #2 APPLICANT SIGNATURE

EXHIBIT  
Amn-14  
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