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April 17, 2025
via efilng

Adam Teitzman, Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No. 20240108-SU - Application for increase in wastewater rates in Monroe County by
K W Resort Utilities Corp.

Dear Mr. Teitzman:

On behalf of K W Resort Utilities Corp. ("KW" or "Utility") this letter is the response to
Staff's Third Data Request dated April 10, 2025.

1. Based on the KWRU's response to Staff's Second Data Request, Question #1(a), regarding the variances in the sludge removal expense, please clarify if the treatments provided by Synagro Technologies are typical yearly expenses, or if these are non-recurring expenses.
RESPONSE:
Sludge removal is a typical yearly expense. Sludge removal expense will increase above that of the TY as the amount of sludge produced increases proportionally to the amount of domestic wastewater treated. Synagro has also increased their cost (to process a dry ton).
2. Based on the KWRU's response to Staff's Second Data Request, Question #1(e), regarding the miscellaneous expenses:
 - a. Please clarify the reasons for the frequency of the IT consultant expenses (January, February, and May), and if these are typical yearly expenses, or if these are non-recurring expenses.

RESPONSE:

January IT expenses: The IT work in January involves supporting a network of 10 work stations, a server, communications switch, security system, SCADA system, SQL database, and a document center (print/scan/fax). The January IT maintenance expense relates to backup and updating of 8 work stations. Backup and updating of the server. Hardware installation (monitors, ports, cabling). Configured new user and removed old users on document center. Troubleshoot fiber outage (internet and phone). Set up remote workstation for an employee. All of this work is typical yearly expense with the exception of the remote workstation. The January IT work for setup of a remote workstation was \$1,168.50.

February IT expense: The IT work in February involves supporting a network of 10 work stations, a server, communications switch, security system, SCADA system, SQL database, and a document center (print/scan/fax). The February IT maintenance expense relates to SCADA system, backup and update 8 workstations and a server. Troubleshoot security issues, app on iPhone. Network security update, scan, review log. All of this work is typical yearly expense with the exception of work to set up a remote workstation and work to set up a camera system. The February IT work for setup of a remote workstation was \$375.00 and the February IT work for camera set up was \$335.00.

May IT expense: The IT work in May involves supporting a network of 10 work stations, a server, communications switch, security system, SCADA system, SQL database, and a document center (print/scan/fax). The May IT maintenance expense relates to network security on 5 workstations, full operating system backup on 9 workstations and the main server, new security software installed on all workstations and on the server. Full partition backup on 6 workstations. Troubleshooting SCADA alarms to on call phones. Configure cameras (static IP vs DHCP), and configure output. Troubleshoot issues with Outlook, configure SCADA alarm email distribution list, set up 2 workstations and 3 employee profiles, verify backup, security, backed up server, SCADA workstation, and laptop. All of the work in May is typical yearly expense with the exception of the camera setup work. The May camera set up work was \$330.00.

b. How many computers does KWRU utilize for the company and who are they assigned to?

RESPONSE:

11 Computers:

President – 1 workstation

Vice President – 1 workstation

Billing Manager – 1 workstation

Accountant – 1 workstation, 1 laptop

Office Manager – 1 workstation

Lead Operator – 1 workstation

Secondary Operator – 1 workstation
Maintenance Supervisor – 1 workstation
SCADA – 1 workstation
Conference room (training, new employee onboarding, annual employee benefit registration) – 1 laptop

c. How many cell phones does KWRU utilize for the company and who are they assigned to?

RESPONSE:

Currently the Utility has 13 Cell Phones:

President

Vice President

Lead Operator

Secondary Operator

Maintenance Supervisor

Maintenance Technicians (6 employees - 6 phones)

Accountant (works remotely and provides communication with Spanish speaking customers)

Duty Phone (on call emergency phone #)

d. Based on a review of the IT invoices provided, \$3,298 of the computer costs incurred by the company were for Olga Vera's telework initial setup. Please clarify if these are considered non-recurring expenses.

RESPONSE:

The telework initial setup is not a typical yearly expense and is non-recurring

3. In reference to KWRU's response to Staff's Second Data Request, IT expenses related to SCADA were noted. The MFR Schedule A3 Adjustments reflect a pro forma addition of the SCADA System. Please clarify if the IT SCADA expenses should be capitalized with the added communication equipment. If it is not capitalized in this pro forma project, are these expenses on-going or non-recurring?

RESPONSE:

The IT expenses related to SCADA pertain to the Utility's existing system, which is becoming increasingly outdated and difficult to integrate with newer equipment. These expenses may continue as the current system remains in use. The SCADA system referenced in the A3 Adjustments refers to a new, replacement system that is included in the pro forma project that was awarded to the low bidder and is currently underway.

4. In reference to KWRU's response to Staff's Second Data Request, Question #1(c), regarding transportation expenses, audit staff identified \$1,257 associated with window tinting on utility-owned vehicles. Please clarify if this is representative of typical yearly expenses for the vehicles, or if this would be considered non-recurring expenses.

RESPONSE:

Cf the \$1,257 identified by the audit staff as window tinting for utility-owned vehicles, only \$800 was actually related to window tinting—a non-recurring expense. The remaining \$457 was associated with the replacement of a cracked or damaged windshield on a utility-owned vehicle. This type of expense is unplanned and may arise unexpectedly, requiring immediate attention to ensure both safety and compliance with legal regulations.

5. Based on the KWRU's response to staff's Second Data Request, Question #8, regarding incentive compensations programs, KWRU provided a chart of the Longevity pay for all employees. Please clarify when this payment is paid, how the amounts are determined, and if the amounts on the chart are per employee or divided among the employees.

RESPONSE:

Longevity Pay is a matter that is brought before the Board of Directors in the Fourth Quarter for their approval. Longevity pay is paid to each employee per the schedule attached.

6. Based on the KWRU's response to Staff's Second Data Request, Question #9, regarding a Profit-Sharing Plan as one of the benefits offered to employees and officers, please provide a description, cost, and all eligibility requirements for this Profit-Sharing Plan. Additionally, are any of the employees or officers currently participating in this plan, and what is the Utility's current incurred expenses for it?

RESPONSE:

Profit Plan document is attached showing description, cost, and all eligibility requirements. Currently all of the Utility's employees (including officers) are participating in the plan. The current (First Quarter 2025) 5% contributions into the plan are as follows:

<i>January 2025</i>	<i>\$4,837.98</i>
<i>February 2025</i>	<i>\$4,796.33</i>
<i>March 2025</i>	<i>\$4,079.48</i>

7. There appeared to be several discrepancies with the depreciation expenses based on the differences presented by the Utility and the recalculations provided by the Audit Staff. Please provide an explanation regarding these discrepancies, and how the depreciation expense was calculated including the service life that the Utility used for the following NARUC account numbers.

- a. 354 – Structures & Improvements

RESPONSE:

KWRU used an incorrect life (30 yrs) for the calculation of depreciation expense instead of 32 yrs. KWRU also removed fully depreciated assets from the calculations.

- b. 394 – Laboratory equipment

RESPONSE:

KWRU used an incorrect life (16 yrs) for the calculation of depreciation expense instead of 15 yrs. KWRU also removed fully depreciated assets from the calculations.

- c. 390 – Office Furniture & Equipment

RESPONSE:

KWRU removed fully depreciated assets from the calculations.

8. We noted the \$18,100.00 in invoices for Smith Hawks, PL, for charges for the KWRU 2024 rate case that have already been paid. Smith Hawks, PL is owned and run by Barton Smith, who is also on the Board of Directors for KWRU. Please explain how this is not a conflict of interest, and, how as a Director who is already paid by KWRU, this additional payment is appropriate.

RESPONSE: The Staff withdrew this Data Request.

9. Based on a review of the documentation provided for the Boards of Directors for the Florida Keys Aqueduct Authority (FKAA) and the Keys Energy Services, both FKAA and Keys Energy are spending less than 0.2% each of their operating revenues for boards of directors compensation plus health insurance. KWRU is spending almost 4% for their board of directors.

- a. Please provide justification for the amount of compensation plus the full health insurance benefits paid for KWRU's 3 board members.

RESPONSE:

FKAA and Keys Energy's compensation is based on time allocated to being on a Board of Directors, not the percentage of revenues. By that notion, FPL's directors would be paid \$3,674,000 based on 2023 gross revenue. Any Board member has a fiduciary duty to the company and must devote time to duties as a Board member, including attending Board meetings, reviewing financials, reviewing proposals for compensation for officers, assisting in forward looking financial decisions as well as being available to the officers of the company. Once per month, the Board reviews financial statements, construction

projects, provides questions to officers prior to board meetings and then attends monthly board meetings. There are also year end financial reviews. This time was documented by staff in previous responses.

In this instance, the chairman spends at least 5 hours each week at the utility meeting with officers, which equates to over 20 hours per month and 240 hours per year. The other board members spend at least 10 hours per month on Board of Directors matters identified above. As provided below, Mr. Smith's hourly rate is \$750 as an attorney, he does not bill independently for acting a board member but its compensation is far less than his hourly rate as an attorney.

Health insurance is based on the cost of health insurance for an individual employee, which is the same as FCAA and Keys Energy and is not based on a percentage of revenue.

b. Please detail the duties and responsibilities for each board member, including but not limited to, the amount of meetings and other commitments annually.

RESPONSE:

See response (a).

c. Please compare and justify any changes in the board of directors compensation approved in the last rate case to the Utility's current request.

RESPONSE:

Compensation for Board of Directors was not requested in the prior rate case. At the time, the Board of Directors did not have the same amount of time and activity dedicated to KWRU's operations. Because of the increased involvement, compensation was deemed necessary to compensate for time spent addressing KWRU business.

10. Please provide KWRU's budgeting process for overtime, and clarify if it is regularly scheduled, routinely used for emergencies only, or planned for other usage. Do all of the operators and field technicians rotate on-call duty? What is the procedure used to determine who is chosen for overtime?

RESPONSE:

The Utility's overtime budget is primarily based on historical trends, but it can vary significantly during years with major rain events, tropical storms, or hurricanes. According to the Utility's FDEP Operating Permit, a licensed operator is required to conduct site visits each weekend day. These visits are rotated weekly and performed by the operator on call, classified as scheduled overtime. In addition, a maintenance technician is tasked with performing a comprehensive system check of the collection system each weekend day, which includes inspections of all Utility-owned lift stations—this is also considered scheduled overtime.

Beyond these routine weekend checks, any other overtime incurred is classified as emergency-based.

Under typical operations, three employees are assigned to on-call duty each week: one licensed operator and two maintenance technicians. This schedule follows a rotational system, which is only adjusted in cases of employee absence due to illness, vacation, or other leave.

11. Please provide the most recent actual and estimated rate case expense, in addition to detailed explanations and calculations to justify estimated expense to complete this rate case.

RESPONSE:

See attached updated rate case expense documents.

12. Please provide an explanation justifying the utilization of legal services for the KWRU 2024 rate case from both Barton Smith (Smith Hawks, PL) and Martin Friedman (Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.).

RESPONSE:

Smith Hawks, PL acts as general counsel to KWRU. It provides legal services in day-to-day operations, contractual and FDEP regulatory compliance, employment law, appellate law, amongst other various aspects of the law. Smith Hawks, PL assists in audit and data request response based on its knowledge of the foregoing and possession of legal documents which are most of the requests from the PSC.

Dean Mead acts as PSC counsel and addresses matters relating to its expertise.

Counsel for both firms do not duplicate work. This breakdown of legal representation has been approved in the last three prior rate proceedings and the appeal of the last rate case proceeding. See PSC Order No. PSC-16-0123-PAA-SU, PSC-17-0091-FOF-SU, PSC-2018-0446-FOF-SU, PSC-2021-0410-PAA-SU.

13. Based on the KWRU's response to Staff's Second Data Request, Question #21, regarding the most recent actual and estimated rate case expense, KWRU provided documents including invoices displaying different hourly rates for Barton Smith (Smith Hawks, PL) than the rate recorded in the MFR Schedule B-10. Please provide clarification of the accurate hourly rate for Barton Smith.

RESPONSE:

Mr. Smith's current hourly rate is \$750 per hour. Mr. Smith attempts to utilize associate attorneys and paralegals for work in order to reduce costs of representation to the greatest extent practicable.. Most of the work is being performed by a paralegal, Brandi Green (\$225 per hour) who is able to compile documents and responses more cost efficient than Mr. Smith or Mr. Friedman. The estimated rate case expense is blending a rate based on the allocation of work which will ultimately be reconciled at the end of the case. The updated rate case expense has already significantly reduced the expense through conclusion. It should be noted the prior rate cases approved significantly higher expenses based on time expended.

April 17, 2025
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Should you or Staff have any questions regarding this response please do not hesitate to contact me.

Very truly yours,

/s/ Martin S. Friedman
Martin Friedman

MSF:

Cc: Suzanne Brownless (via email)
discovery-gcl@psc.state.fl.us.

#5



KW Resort Utilities, Corp.

6630 Front Street

Key West, FL 33040

305.295.3301

www.kwru.com

Longevity Pay

Year 1	\$150/Quarter
Year 2	Year 2 - 4 \$800
Year 3	
Year 4	
Year 5	Year 5-9 \$1,100
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	Year 10-14 \$1,400
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	Year 15-19 \$1,700
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	Year 20-24 \$2,000
Year 21	
Year 22	
Year 23	
Year 24	
Year 25	Year 25 and over \$2,300
Year 26	
Year 27	
Year 28	
Year 29	

KW RESORT UTILITIES CORP. PROFIT SHARING PLAN & TRUST
SUMMARY PLAN DESCRIPTION

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KW RESORT UTILITIES CORP. PROFIT SHARING PLAN & TRUST

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

KW Resort Utilities Corp. Profit Sharing Plan & Trust (the "Plan") has been adopted to provide you with additional income for retirement. This Plan is a type of qualified retirement plan commonly referred to as a profit sharing plan.

Types of Contributions. The following types of contributions may be made under this Plan:

- rollover contributions
- employer profit sharing contributions

What information does this Summary provide?

This Summary Plan Description ("SPD") contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations in the Plan.

In this summary, your Employer has addressed the most common questions you may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this SPD in the Article entitled "General Information About the Plan."

This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

The Plan and your rights under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, as well as some state laws. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). Your Employer may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, your Employer will notify you.

ARTICLE I PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your Entry Date. The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan
- certain nonresident aliens who have no earned income from sources within the United States
- leased employees

Eligibility Conditions. You will be eligible to participate when you have completed one (1) Year of Service and have attained age 21. However, you will actually enter the Plan once you reach the Entry Date as described below.

Entry Date. Your Entry Date will be the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date you satisfy the eligibility requirements.

How is my service determined for purposes of Plan eligibility?

Year of Service. You will have completed a Year of Service if at the end of the 12-month period beginning on your date of hire you have been credited with at least 1,000 Hours of Service. If you have not been credited with 1,000 Hours of Service by the end of that

period, you will have completed a Year of Service at the end of any following Plan Year during which you were credited with 1,000 Hours of Service. The Plan's "eligibility computation period" is the 12-month period for determining if a Year of Service has been completed.

Hour of Service. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

What service is counted for purposes of Plan eligibility?

Service with the Employer. In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted. However there are some exceptions to this general rule.

Break in Service rules. If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For eligibility purposes, you will have a Break in Service if you complete 500 or fewer Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

Five-year eligibility Break in Service rule. The five-year Break in Service rule applies only to Participants who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for eligibility purposes. Thus, if you were to return to employment, you would have to re-satisfy any minimum service requirements under the Plan.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you think you may be affected by these rules, ask the Administrator for further details.

What happens if I'm a Participant, terminate employment and then I'm rehired?

If you are no longer a Participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided your prior service had not been disregarded under the Break in Service rules and you are otherwise eligible to participate in the Plan.

ARTICLE II EMPLOYEE CONTRIBUTIONS

What are rollover contributions?

Rollover contributions. At the discretion of the Administrator, once you become a Participant (for so long as you remain employed), you may be permitted to deposit into the Plan distributions you have received from other retirement plans. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your rollover(s) (if any) will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account.

Withdrawal of rollover contributions. You may withdraw the amounts in your "rollover account" at any time.

ARTICLE III EMPLOYER CONTRIBUTIONS

This Plan is a type of qualified retirement plan commonly referred to as a Profit Sharing Plan. This Article describes our contributions to the Plan and how these monies will be allocated to your account to provide for your retirement benefit. You are not taxed on the amounts we contribute to the Plan on your behalf generally until you withdraw those amounts from the Plan.

What is the Employer profit sharing contribution and how is it allocated?

Profit sharing contribution. Each year, your Employer may make a discretionary profit sharing contribution to your account.

Allocation conditions. In order to share in the profit sharing contribution you must satisfy the following condition(s):

- If you are employed on the last day of the Plan Year, you will share if you completed a Year of Service during the Plan Year.
- You will share in the profit sharing contribution for the year regardless of the amount of service you complete during the Plan Year in the year of your death, disability or retirement.

How is my service determined for allocation purposes?

Year of Service. You will have completed a Year of Service for a Plan Year if you have completed at least 1,000 Hours of Service during the Plan Year.

Hour of Service. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

What are forfeitures and how are they allocated?

Definition of forfeitures. In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you might not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a Participant terminates employment before being fully vested, then the non-vested portion of the terminated Participant's account balance remains in the Plan and is called a forfeiture. Forfeitures may be used by the Plan for several purposes.

Allocation of forfeitures. Forfeitures will be allocated as follows:

- Forfeitures may first be used to pay any administrative expenses.
- Any remaining forfeitures will be used to reduce any Employer contribution.

ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year. If you are a self-employed individual, your compensation will be equal to your earned income. The following describes the adjustments to compensation.

Adjustments to compensation. The following adjustments to compensation will be made:

- salary deferrals to any other plan or arrangement (such as a cafeteria plan) will be included
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above:
 - compensation paid after you terminate employment for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments that would have been made to you had you continued employment, provided such amounts are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment
 - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued, provided such amounts are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2017 is \$270,000. After 2017, the dollar limit may increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2017, this total cannot exceed the lesser of \$54,000 or 100% of your annual compensation. After 2017, the dollar limit may increase for cost-of-living adjustments.

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan Participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

The Trustee or another designated person or entity is responsible for the investment of all assets held by the Plan. Investment decisions are made in the best interests of you and other Plan Participants.

Participant Statements. Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts of all Participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each Participant. If the Plan pays \$1,000 in expenses and there are 100 Participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

Expenses allocated to individual accounts. There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Administrator will inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

ARTICLE V VESTING

What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- rollover contributions

Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage.

Profit Sharing Contributions. Your "vested percentage" in your account attributable to profit sharing contributions is determined under the following schedule.

Vesting Schedule Profit Sharing Contributions	
Years of Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

How is my service determined for vesting purposes?

Year of Service. To earn a Year of Service, you must be credited with at least 1,000 Hours of Service during a Plan Year. The Plan contains specific rules for crediting Hours of Service for vesting purposes. The Administrator will track your service and will credit you with a Year of Service for each Plan Year in which you are credited with the required Hours of Service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

Hour of Service. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

What service is counted for vesting purposes?

Service with the Employer. In calculating your vested percentage, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

Excluded vesting service. Years of Service prior to January 1, 2018, which is the Effective Date of the Plan, will not be counted for vesting purposes.

Break in Service rules. If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For vesting purposes, you will have a Break in Service if you complete 500 or fewer Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

Five-year Break in Service rule. The five-year Break in Service rule applies only to Participants who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for vesting purposes. Thus, if you return to employment after incurring five 1-Year Breaks in Service, you will be treated as a new employee (with no service) for purposes of determining your vested percentage under the Plan.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

What happens to my non-vested account balance if I'm rehired?

If you have no vested interest in the Plan when you leave, your account balance will be forfeited. However, if you are rehired before incurring five 1-Year Breaks in Service, your account balance as of your termination date will be restored, unadjusted for any gains or losses.

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- (a) of the distribution of your vested account balance, or
- (b) when you incur five consecutive 1-year Breaks in Service.

If you received a distribution of your vested account balance and are rehired, you may have the right to repay this distribution. If you repay the entire amount of the distribution, your Employer will restore your account balance with your forfeited amount. You must repay this distribution within five years from your date of reemployment, or, if earlier, before you incur five 1-Year Breaks in Service. If you were 100% vested when you left, you do not have the opportunity to repay your distribution.

What happens if the Plan becomes a "top-heavy plan"?

Top-heavy plan. A retirement plan that primarily benefits "key employees" is called a "top-heavy plan." Key employees are certain owners or officers of your Employer. A plan is generally a "top-heavy plan" when more than 60% of the plan assets are attributable to key employees. Each year, the Administrator is responsible for determining whether the Plan is a "top-heavy plan."

Top-heavy rules. If the Plan becomes top-heavy in any Plan Year, then non-key employees may be entitled to certain "top-heavy minimum benefits," and other special rules will apply. These top-heavy rules include the following:

- Your Employer may be required to make a contribution on your behalf in order to provide you with at least "top-heavy minimum benefits."
- If you are a Participant in more than one Plan, you may not be entitled to "top-heavy minimum benefits" under both Plans.

ARTICLE VI BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in the Article entitled "Benefits and Distributions Upon Death."

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from recent changes in the law. Ask the Administrator for further details.

What happens if I terminate employment before death, disability or retirement?

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

Amounts in your rollover account will be considered as part of your benefit as well as for determining if the value of your vested account balance exceeds the \$5,000 threshold used to determine whether you must consent to a distribution.

What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach your 62nd birthday, or the first day of the Plan Year containing your 5th anniversary of joining the Plan, if later. Your Normal Retirement Date is the first day of the month coinciding with or next following your Normal Retirement Age.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan once you reach your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but not later than age 70 1/2. However, if the value of your account balance does not exceed \$5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What happens if I terminate employment due to disability?

Definition of disability. Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which constitutes total disability under the federal Social Security Act.

Payment of benefits. If you become disabled while a Participant, you will become entitled to receive 100% of your account balance. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed \$5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

How will my benefits be paid to me?

Forms of distribution. If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 dollar threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account. In addition, if your vested account balance exceeds \$5,000, you must consent to any distribution before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- partial withdrawals or installments but only with respect to minimum required distributions, over a period of not more than your assumed life expectancy (or your and your beneficiary's assumed life expectancies). (See the paragraph below entitled "Delaying distributions" for an explanation of minimum required distributions.)

Delaying distributions. You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2. If you are not a 5% owner, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire. You should see the Administrator if you think you may be affected by these rules.

Medium of payment. Benefits under the Plan will generally be paid to you in cash. Property that is allocated to your account may be treated as cash for this purpose.

ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then 100% of your account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Married Participant. If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married and you change your designation, then your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

Unmarried Participant. If you are not married, you may designate a beneficiary on a form to be supplied to you by the Administrator.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

No beneficiary designation. At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)

- (c) your surviving parents, in equal shares
- (d) your estate

How will the death benefit be paid to my beneficiary?

Lump sum only. The death benefit will be paid to your beneficiary in a single lump-sum payment.

Form of distribution. If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment
- partial withdrawals or installments but only with respect to minimum required distributions, over a period of not more than your beneficiary's assumed life expectancy

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, your entire death benefit must be paid to your beneficiaries within five years after your death. However, if your spouse is your designated beneficiary, then payment of your death benefit may be delayed until the year in which you would have attained age 70 1/2. Minimum distributions must then be made over a period which does not exceed your spouse's life expectancy.

Since your spouse has certain rights to the death benefit, you should immediately report any change in your marital status to the Administrator.

What happens if I'm a Participant, terminate employment and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

ARTICLE VIII TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- (a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct transfer option described in paragraph (b) below would be the better choice.
- (b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Automatic IRA Rollover. If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$1,000 but does not exceed \$5,000, then the Plan will roll over your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and

maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE IX PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are some exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

Another exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan. The last exception applies to federal tax levies and judgments. The federal government is able to use your interest in the Plan to enforce a federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by a physician (rather than relying upon a determination of disability for Social Security purposes), then instead of the above, the Administrator will provide you with written or electronic notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of

the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be afforded at least 45 days within which to provide the specified information.

The Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.
- (e) In the case of disability benefits where disability is determined by a physician:
 - (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
 - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure in the next question.

What is the Claims Review Procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.

- (a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY A PHYSICIAN, THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.

- (b) You may submit written comments, documents, records, and other information relating to your claim for benefits.
- (c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.
- (d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by a physician, then the Claims Review Procedure provides that:

- (a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.
- (b) In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

- (c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.
- (d) The health care professional engaged for purposes of a consultation under (b) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. However, if your claim relates to disability benefits and disability is determined by a physician, then 45 days will apply instead of 60 days in the preceding sentences. In the case of an adverse benefit determination, the notification will set forth:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination is based.
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (d) In the case of disability benefits where disability is determined by a physician:
 - (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
 - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If you have a claim for benefits which is denied, then you may file suit in a state or Federal court. However, in order to do so, you must file the suit no later than 180 days after the Administrator makes a final determination to deny your claim.

What are my rights as a Plan Participant?

As a Participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

- (a) Examine, without charge, at the Administrator's office and at other specified locations, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child

support order, you may file suit in Federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order ("QDRO") procedures from the Administrator.

If it should happen that the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

What can I do if I have questions or my rights are violated?

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this Summary or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ARTICLE X GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is KW Resort Utilities Corp. Profit Sharing Plan & Trust.

Plan Number

Your Employer has assigned Plan Number 003 to your Plan.

Plan Effective Dates

The provisions of the Plan become effective on January 1, 2018.

Other Plan Information

Valuations of the Plan assets are generally made annually on the last day of the Plan Year and may include any other date or dates deemed necessary or appropriate by the Administrator for the valuation of the Participants' Accounts during the Plan Year. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

The Plan and Trust will be governed by the laws of Florida (to the extent not governed by federal law).

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Trustee or Administrator.

Employer Information

Your Employer's name, address and identification number are:

KW Resort Utilities Corp.
6630 Front Street
Key West, Florida 33040
13-3250037

Administrator Information

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

KW Resort Utilities Corp.
6630 Front Street
Key West, Florida 33040
(305) 295-3301

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund and must hold and invest Plan assets in a prudent manner and in the best interest of you and your beneficiaries. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is:

William L. Smith, Jr.
6630 Front Street
Key West, Florida 33040
(305) 295-3301

The employer has appointed every individual Trustee as having the duty to collect any contributions that are owed to the Plan.

#11



KW Resort Utilities, Corp.

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

EXPENSE REPORT

30-Jun			1-Jul		2-Jul	
7:10AM	Transport to Airport	\$ 19.24			Transport to Airport	\$ 25.94
	Airfare (Round Trip)	\$ 705.33	Breakfast	\$ -	Breakfast	\$ -
	Breakfast	\$ -	Lunch	\$ 15.00	Lunch	\$ 15.00
	Lunch	\$ 15.00	Dinner	\$ 25.00		
	Dinner	\$ 25.00	Hotel	\$ 217.68		
	Hotel	\$ 217.68	transport to hearing	\$ 10.91		
	transport to hotel	\$ 25.94	Transport to hotel	\$ 10.91		
		<u>\$ 1,008.19</u>		<u>\$ 279.50</u>		<u>\$ 40.94</u>

Total	\$ 1,328.63
incidentals	0

Delta · EYW → TLH > American Airlines · TLH → EYW > Review your trip

Key West to Tallahassee

7:10am - 11:16am (4h 6m, 1 stop)

 Delta · Mon, Jun 30

Below average CO₂

[Flight details](#)

[Change flight](#)

Tallahassee to Key West

9:58am - 12:54pm (2h 56m, 1 stop)

 American Airlines · Wed, Jul 2

Below average CO₂

[Flight details](#)

[Change flight](#)

Price summary

Traveler 1: Adult	\$693.36
Flight	\$598.48
Taxes, fees, and charges ⓘ	\$94.88
Expedia booking fee	\$11.97

Trip total \$705.33

Rates are quoted in US dollars

Check out

Your EYW-TLH flight is refundable. Some taxes, fees and charges may not be refunded. Expedia booking fees are non-refundable.

Your flights have different conditions for refunds

This trip is a combination of 2 one-way flights, each subject to its own rules and restrictions. Changes or cancellations apply to each ticket individually. [More information](#)

Key West to Tallahassee

 Delta

Your fare: Refundable Main Cabin

Tallahassee to Key West

 American Airlines

Your fare: Main Cabin



Free cancellation

There's no fee to cancel within 24 hours of booking.



Get a ride

2540 Shumard Oak Blvd

1300 Executive Center Dr

Pickup now

For me

Choose a ride



UberX 4
10 mins away · 12:28 PM
Affordable rides all to yourself

\$10.91



Comfort 4
14 mins away · 12:33 PM
Newer cars with extra legroom

\$16.35



UberXL 6
16 mins away · 12:34 PM
Affordable rides for groups up to 6

\$24.94



Pet 4
15 mins away · 12:33 PM
For you and your pet

\$20.30

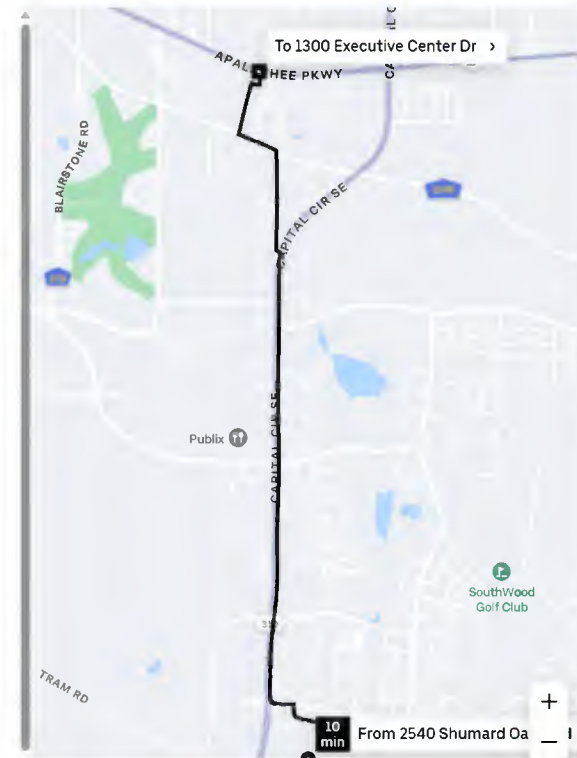


UberXXL 6
Unavailable
Rides for 6 with room for extra luggage

\$18.61

Sky card •••••1011

Request UberX





Get a ride

Tallahassee International Airport (TLH)

1300 Executive Center Dr

Pickup now

For me

Choose a ride

**UberX** 4

5 mins away · 12:29 PM

Affordable rides all to yourself

\$25.94**Comfort** 4

4 mins away · 12:28 PM

Newer cars with extra legroom

\$33.46**UberXL** 6

16 mins away · 12:40 PM

Affordable rides for groups up to 6

\$45.53**Pet** 4

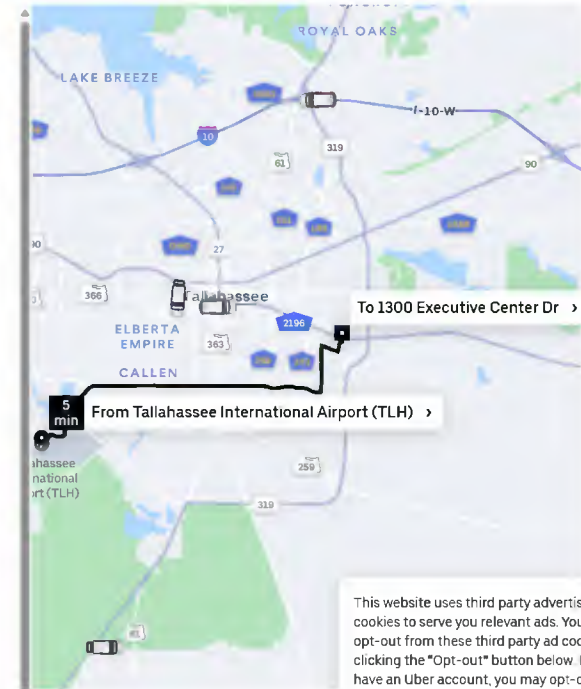
7 mins away · 12:32 PM

For you and your pet

\$29.85**UberXXL** 6

17 mins away · 12:41 PM

Rides for 6 with room for extra luggage

\$44.87

SpringHill Suites Tallahassee Central

✓ This is today's low rate

✓ Free breakfast

🕒 14:20 remaining to reserve this rate

Guest Details

Guest Name

Full name of one of the people in the room

+ Marriott Bonvoy® #

Phone

+1

Email


Email

+ Add another email

+ Any special requests or accessibility needs?

☐ Text me a copy of the confirmation and occasional offers

 Credit/Debit

 PayPal

 Affirm

 PayPal Later

 Venmo

Billing Details

Full name on credit card

Street address on credit card

Book online or call (888) 805-2756



SPRINGHILL SUITES TALLAHASSEE CENTRAL

1300 Executive Center Dr Tallahassee, FL 32301 US
(888) 805-2756

Arrival: Mon, June 30, 2025

Departure: Tue, July 01, 2025

[Change](#)

Guests and Rooms

1 Room, 1 Night

Adults 1 Children 0

+ Global Privileges Bundle – 2 month(s)

Room and Rate/Night

Studio 2 Queen Beds

Nightly rates

06/30/2025 \$119.00

Subtotal Before Taxes: \$119.00

Tax Recovery and Fees: \$79.34

Refund Protection: \$19.34

Total for 1 Room: \$217.68 USD

 Free breakfast

 Free self parking

 Free WiFi

ATTACHMENT 3DR #11

K W Resort Utilities Corp.

Docket No. 20240108-SU

Actual and Estimated Rate Case Expense

- Billed and Unbilled Attorney Fees through April 15, 2025 (Invoices and Unbilled Report Attached): \$9,263.50 [includes \$205.00 to address deficiencies – see January 17, 2025, Invoice]
- Billed and Unbilled Costs through April 15, 2025 (Invoices and Unbilled Report Attached): \$715.93
- Filing Fee: \$4,500.00

Estimated Hours	Description
14.0	Research and respond to formal and informal data requests from Staff and miscellaneous correspondence and calls with client and consultants
1.5	Prepare for and participate in virtual customer service meeting and follow-up conference with client
1.5	Review Staff recommendation; Conference with client regarding recommendation; Conference with Staff regarding recommendation.
10.5	Travel to and from Tallahassee; Prepare for and attend Agenda conference, discuss Agenda with client and Staff.
1.5	Review PAA Order; conference with client and consultants regarding PAA Order.
2.0	Prepare revised tariff sheets, obtain Staff approval of tariffs; Draft and revise customer notice, obtain Staff approval; Coordinate mailing of customer notices and implementation of tariffs and filing Affidavit; Prepare, review and filing of post-Order requirements
31 @ \$435/hr.	\$13,485.00 total estimated attorneys' fees through PAA

Estimate of costs to complete:

\$ 688.00 Estimated travel expense to PSC Agenda

\$ 688.00 Total Estimated Costs

SUMMARY:

TOTAL ACTUAL AND ESTIMATED LEGAL FEES: \$22,748.50

TOTAL ACTUAL AND ESTIMATED LEGAL COSTS: \$1,403.93

FILING FEE: \$4,500.00

TOTAL RATE CASE EXPENSE: \$28,652.43

Time Report

Unbilled

K W Resort Utilities Corp / 2024 Rate Case (037184-1002737)

04/16/2025

Date	SM/Task	Attorney	Name	Staff Level	Description	Rate	Orig Hrs	Orig Amt	Orig Rate	Rev Hrs	Rev Amt	Rev Rate	Service	Activity	Invoice	Status
03/17/2025		0351	Martin S. Friedman	20	Of Counsel	1	1.00	435.00	435.00	1.00	435.00	435.00	10000		0	Unbilled
Review affidavit of mailing, research, draft and efile Notice of Filing AOM with Affidavit; Research and draft response to staff first Date request and correspondence to Mr. Wright;																
03/19/2025		0351	Martin S. Friedman	20	Of Counsel	1	0.90	391.50	435.00	0.90	391.50	435.00	10000		0	Unbilled
Review staff audit and correspondence regarding it; begin Research and draft of response to Audit;																
03/20/2025		0351	Martin S. Friedman	20	Of Counsel	1	0.40	174.00	435.00	0.40	174.00	435.00	10000		0	Unbilled
Revise Audit Response letter and correspondence to team;																
03/21/2025		0351	Martin S. Friedman	20	Of Counsel	1	0.20	87.00	435.00	0.20	87.00	435.00	10000		0	Unbilled
Review comments from others and revise Audit Response;																
03/23/2025		0351	Martin S. Friedman	20	Of Counsel	1	0.30	130.50	435.00	0.30	130.50	435.00	10000		0	Unbilled
Review and comment on draft responses to Staff's First Data Request;																
03/24/2025		0351	Martin S. Friedman	20	Of Counsel	1	0.40	174.00	435.00	0.40	174.00	435.00	10000		0	Unbilled
Finalize response to Staff's First Data Request, format with exhibits and efile;																
03/25/2025		0351	Martin S. Friedman	20	Of Counsel	1	0.20	87.00	435.00	0.20	87.00	435.00	10000		0	Unbilled
Finalize, format and efile response to PSC Audit;																
03/26/2025		0351	Martin S. Friedman	20	Of Counsel	1	2.20	957.00	435.00	2.20	957.00	435.00	10000		0	Unbilled
Miscellaneous Correspondence with Mr. Johnson and Mr. Write regarding Second Data Request Response; convert and compile documents; Research and draft Request for Confidential Classification as to salaries, redact and highlight document and draft letter to PSC Clerk;																
03/27/2025		0351	Martin S. Friedman	20	Of Counsel	1	0.80	348.00	435.00	0.80	348.00	435.00	10000		0	Unbilled
Finalize formatting attachments and finalize and efile responses to Staff's Second Data Request;																
03/31/2025		0351	Martin S. Friedman	20	Of Counsel	1	0.20	87.00	435.00	0.20	87.00	435.00	10000		0	Unbilled
Telephone conference with PSC attorney Brownless who telephoned regarding Rule Waiver and Telephone conference with attorney Smith;																
04/02/2025		0351	Martin S. Friedman	20	Of Counsel	1	1.30	565.50	435.00	1.30	565.50	435.00	10000		0	Unbilled
Research, draft and efile Motion for Rule Waiver and correspondence concerning same; review comments and revise Petition;																
04/10/2025		0351	Martin S. Friedman	20	Of Counsel	1	0.90	391.50	435.00	0.90	391.50	435.00	10000		0	Unbilled
Review staff's Third Data Request, draft response template and correspondence to Mr. Johnson and others: Telephone conference with PSC attorney Brownless; follow-up review and Correspondence regarding responses; redraft response template																
04/15/2025		0351	Martin S. Friedman	20	Of Counsel	1	0.60	261.00	435.00	0.60	261.00	435.00	10000		0	Unbilled
Correspondence with Mr. Johnson, Ms. Swain and attorney Smith regarding upcoming customer meeting and 3rd Data Request Responses; follow-up correspondence;																
Report Totals:							9.40	4,089.00		9.40	4,089.00					

Cost Report

Unbilled

K W Resort Utilities Corp / 2024 Rate Case (037184-1002737)

04/16/2025

Date	SM/Task	Service Code	Description	Attorney	Orig Qty	Orig Amt	Rev Qty	Rev Amt	Vendor	Voucher	Check No.	Check Date	Check Status	Invoice	Status
04/01/2025		00006	FREIGHT (EXPRESS DELIVERY)	0351	0.00	12.94	0.00	12.94	Federal Express Corporation	2084032	121614	04/04/2025		0	Unbilled
03/27/25 Adam Teitzman, Clerk Office of the Commission Clerk															
Report Totals:					0.00	12.94	0.00	12.94							



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[deanmead.com](#)
Fed Tax ID#59-2049716

K W Resort Utilities Corp
6630 Front St.
Key West, FL 33040

July 17, 2024
Invoice No. 456605
Billing Attorney: MSF

INVOICE SUMMARY

For Professional Services Rendered through July 15, 2024

Client.Matter No.: 037184.1002737

RE: 2024 Rate Case

Total Fees	\$ 328.00
Total Expenses	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 328.00

DEAN|MEAD

Client No.: 037184
Matter No.: 1002737

July 17, 2024
Invoice No. 456605

PROFESSIONAL SERVICES

Date	Atty	Description	Hours	Rate	Amount
7/11/24	MSF	Rate cvase kick-off Zoom conference;	.80	410.00	328.00
TOTAL FEES					\$ 328.00
TOTAL THIS INVOICE					\$ 328.00



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Fed Tax ID#59-2049716

K W Resort Utilities Corp
6630 Front St.
Key West, FL 33040

July 17, 2024
Invoice No. 456605
Billing Attorney: MSF

REMITTANCE ADVICE

Client.Matter No.: 037184.1002737

RE: 2024 Rate Case

BALANCE DUE THIS INVOICE

\$ 328.00

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Please reference: Invoice No. 456605, Client.Matter No.: 037184.1002737

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K W Resort Utilities Corp
6630 Front St.
Key West, FL 33040

August 19, 2024
Invoice No. 458832
Billing Attorney: MSF

INVOICE SUMMARY

For Professional Services Rendered through August 15, 2024

Client.Matter No.: 037184.1002737

RE: 2024 Rate Case

Total Fees	\$ 738.00
Total Expenses	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 738.00

DEAN|MEAD

Client No.: 037184
Matter No.: 1002737

August 19, 2024
Invoice No. 458832

PROFESSIONAL SERVICES

Date	Atty	Description	Hours	Rate	Amount
7/18/24	MSF	Research and draft test year request letter and correspondence to Mr. Johnson and others;	.30	410.00	123.00
7/29/24	MSF	Revise, format and correspondence to Chairman LaRosa and efile Test Year Request Letter;	.20	410.00	82.00
8/14/24	MSF	Prepare checklists and correspondence to Mr. Johnson regarding required engineering information; begin Research and draft of Application and correspondence to team; follow-up correspondence;	1.30	410.00	533.00
TOTAL FEES					\$ 738.00
TOTAL THIS INVOICE					\$ 738.00



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K W Resort Utilities Corp
6630 Front St.
Key West, FL 33040

August 19, 2024
Invoice No. 458832
Billing Attorney: MSF

REMITTANCE ADVICE

Client.Matter No.: 037184.1002737

RE: 2024 Rate Case

BALANCE DUE THIS INVOICE

\$ 738.00

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Fed Tax ID#59-2049716

K W Resort Utilities Corp
6630 Front St.
Key West, FL 33040

November 19, 2024
Invoice No. 468349
Billing Attorney: MSF

INVOICE SUMMARY

For Professional Services Rendered through November 15, 2024

Client.Matter No.: 037184.1002737

RE: 2024 Rate Case

Total Fees	\$.00
Total Expenses	<u>\$ 4,500.00</u>
TOTAL THIS INVOICE	\$ 4,500.00

DEAN|MEAD

Client No.: 037184
Matter No.: 1002737

November 19, 2024
Invoice No. 468349

EXPENSES

Date	Description	Amount
	FILING FEES	4,500.00
	TOTAL EXPENSES	\$ 4,500.00
	TOTAL THIS INVOICE	\$ 4,500.00



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Key West, FL 33040

November 19, 2024
Invoice No. 468349
Billing Attorney: MSF

REMITTANCE ADVICE

Client.Matter No.: 037184.1002737

RE: 2024 Rate Case

BALANCE DUE THIS INVOICE

\$ 4,500.00

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K W Resort Utilities Corp
6630 Front St.
Key West, FL 33040

December 17, 2024
Invoice No. 470124
Billing Attorney: MSF

INVOICE SUMMARY

For Professional Services Rendered through December 15, 2024

Client.Matter No.: 037184.1002737

RE: 2024 Rate Case

Total Fees	\$ 2,132.00
Total Expenses	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 2,132.00

DEAN|MEAD

Client No.: 037184
Matter No.: 1002737

December 17, 2024
Invoice No. 470124

PROFESSIONAL SERVICES

Date	Atty	Description	Hours	Rate	Amount
11/26/24	MSF	Review current draft of financial MFRs and correspondence concerning same and timing of filing;	.20	410.00	82.00
11/27/24	MSF	Review and comment on recent draft MFRs;	.30	410.00	123.00
12/06/24	MSF	Review correspondence from parties, draft Noticing Statement, revise Application and correspondence to all;	.30	410.00	123.00
12/09/24	MSF	Review and confirmation with Ms. Swain of final financial MFRs; correspondence to Mr. Johnson regarding engineering MFRs; review engineering MFRs and Correspondence with Mr. Johnson; format and compile in Engineering Exhibit;	1.10	410.00	451.00
12/10/24	MSF	Correspondence with Mr. Johnson and Mr. Smith regarding finalizing filing; Download and format Vol. III engineering documents including pro forma;	1.10	410.00	451.00
12/11/24	MSF	Continue formatting and compiling documents for filing; draft required letter to City and County; draft letter to PSC Clerk; Telephone conference with Mr. Johnson who telephoned regarding finalize filing documents; follow-up Correspondence with Mr. Johnson; continue filing preparation;	1.20	410.00	492.00
12/12/24	MSF	Begin compiling and binding MFRs (time adjusted to paralegal rate);	.40	410.00	164.00
12/13/24	MSF	Efiling Application, draft cover letter for MFRs and efile; Correspondence with Mr. Johnson; correspondence to staff;	.60	410.00	246.00

TOTAL FEES **\$ 2,132.00**

TOTAL THIS INVOICE **\$ 2,132.00**



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K W Resort Utilities Corp
6630 Front St.
Key West, FL 33040

December 17, 2024
Invoice No. 470124
Billing Attorney: MSF

REMITTANCE ADVICE

Client.Matter No.: 037184.1002737

RE: 2024 Rate Case

BALANCE DUE THIS INVOICE

\$ 2,132.00

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407-423-1831 Fax
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K W Resort Utilities Corp
6630 Front St.
Key West, FL 33040

January 17, 2025
Invoice No. 473158
Billing Attorney: MSF

INVOICE SUMMARY

For Professional Services Rendered through January 15, 2025

Client.Matter No.: 037184.1002737

RE: 2024 Rate Case

Total Fees	\$ 205.00
Total Expenses	<u>\$ 702.99</u>
TOTAL THIS INVOICE	\$ 907.99

DEAN|MEAD

Client No.: 037184
Matter No.: 1002737

January 17, 2025
Invoice No. 473158

PROFESSIONAL SERVICES

Date	Atty	Description	Hours	Rate	Amount
1/13/25	MSF	Review staff deficiency letter and draft template for response; Correspondence with team;	.20	410.00	82.00
1/15/25	MSF	Review documents from Ms. Swain responsive to deficiencies letter, Correspondence and Telephone conferences with Ms. Swain; draft letter to PSC clerk with deficiencies responses;	.30	410.00	123.00
TOTAL FEES					\$ 205.00

EXPENSES

Date	Description	Amount
	FREIGHT (EXPRESS DELIVERY)	56.92
12/16/24	copies and binders for MFR hard copy filing 037184/1002737	646.07
TOTAL EXPENSES		\$ 702.99
TOTAL THIS INVOICE		\$ 907.99



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Orlando, Florida 32801

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Fed Tax ID#59-2049716

K W Resort Utilities Corp
6630 Front St.
Key West, FL 33040

January 17, 2025
Invoice No. 473158
Billing Attorney: MSF

REMITTANCE ADVICE

Client.Matter No.: 037184.1002737

RE: 2024 Rate Case

BALANCE DUE THIS INVOICE

\$ 907.99

All checks should be made payable to:
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Please reference: Invoice No. 473158, Client.Matter No.: 037184.1002737

INVOICES ARE PAYABLE UPON RECEIPT



ORLANDO | FORT PIERCE | NAPLES | VERO BEACH | VIERA

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420 S. Orange Avenue, Suite 700
Orlando, Florida 32801

407-841-1200 Office
407-423-1831 Fax
deanmead.com
Fed Tax ID#59-2049716

K W Resort Utilities Corp
6630 Front St.
Key West, FL 33040

February 18, 2025
Invoice No. 475430
Billing Attorney: MSF

INVOICE SUMMARY

For Professional Services Rendered through February 15, 2025

Client.Matter No.: 037184.1002737

RE: 2024 Rate Case

Total Fees	\$ 1,348.50
Total Expenses	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 1,348.50

DEAN|MEAD

Client No.: 037184
Matter No.: 1002737

February 18, 2025
Invoice No. 475430

PROFESSIONAL SERVICES

Date	Atty	Description	Hours	Rate	Amount
1/18/25	MSF	Research and draft Rate Case Synopsis and Initial Customer Notice and correspondence to Ms. Swain;	1.20	435.00	522.00
1/25/25	MSF	Review letter from PSC Clerk setting official filing date and Correspondence with Mr. Johnson and others; follow-up correspondence; finalize Synopsis and Initial Customer Notice and correspondence to PSC attorney Brownless;	.40	435.00	174.00
2/04/25	MSF	Review AFUDC schedules from Ms. Swain; Correspondence with client; Research and draft letter to PSC Clerk requesting AFUDC rate; Correspondence with staff;	.30	435.00	130.50
2/11/25	MSF	Review case schedule, calculate critical dates and correspondence to Mr. Smith; correspondence to PSC attorney Brownless regarding Initial Customer Notice and Synopsis;	.30	435.00	130.50
2/13/25	MSF	Various Correspondence with staff and utility regarding noticing; Telephone conference with PSC attorney Brownless who telephoned;	.30	435.00	130.50
2/14/25	MSF	Incorporate customer meeting provisions into initial customer notice and correspondence to PSC staff;	.60	435.00	261.00
TOTAL FEES					\$ 1,348.50
TOTAL THIS INVOICE					\$ 1,348.50



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Key West, FL 33040

February 18, 2025
Invoice No. 475430
Billing Attorney: MSF

REMITTANCE ADVICE

Client.Matter No.: 037184.1002737

RE: 2024 Rate Case

BALANCE DUE THIS INVOICE

\$ 1,348.50

All checks should be made payable to:
(Please return this advice with payment.)

Dean Mead
ATTN: Accounts Receivable
P.O. Box 2346
Orlando, Florida 32802-2346

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Fed Tax ID#59-2049716

K W Resort Utilities Corp
6630 Front St.
Key West, FL 33040

March 18, 2025
Invoice No. 478287
Billing Attorney: MSF

INVOICE SUMMARY

For Professional Services Rendered through March 15, 2025

Client.Matter No.: 037184.1002737

RE: 2024 Rate Case

Total Fees	\$ 783.00
Total Expenses	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 783.00

DEAN|MEAD

Client No.: 037184
Matter No.: 1002737

March 18, 2025
Invoice No. 478287

PROFESSIONAL SERVICES

Date	Atty	Description	Hours	Rate	Amount
2/23/25	MSF	Research, draft and efile Notice of Filing Rate Case Synopsis; Research and draft letters to City Manager and County Administrator regarding Rate Case Synopsis; research, draft and efile Notice of Filing Certification of Mailing letters;	1.00	435.00	435.00
3/03/25	MSF	Review Staff's First Data Request, Research and draft response template and correspondence to Mr. Johnson et al;	.30	435.00	130.50
3/05/25	MSF	Review Staff's Second Data Request, Research and draft response template and correspondence to Mr. Johnson et al;	.30	435.00	130.50
3/13/25	MSF	Research and draft Affidavit of Mailing and correspondence to Mr. Johnson;	.20	435.00	87.00
TOTAL FEES					\$ 783.00
TOTAL THIS INVOICE					\$ 783.00



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March 18, 2025
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Billing Attorney: MSF

REMITTANCE ADVICE

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BALANCE DUE THIS INVOICE

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Orlando, Florida 32802-2346

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Total Fees	\$ 783.00
Total Expenses	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 783.00

DEAN|MEAD

Client No.: 037184
Matter No.: 1002737

March 18, 2025
Invoice No. 478287

PROFESSIONAL SERVICES

Date	Atty	Description	Hours	Rate	Amount
2/23/25	MSF	Research, draft and efile Notice of Filing Rate Case Synopsis; Research and draft letters to City Manager and County Administrator regarding Rate Case Synopsis; research, draft and efile Notice of Filing Certification of Mailing letters;	1.00	435.00	435.00
3/03/25	MSF	Review Staff's First Data Request, Research and draft response template and correspondence to Mr. Johnson et al;	.30	435.00	130.50
3/05/25	MSF	Review Staff's Second Data Request, Research and draft response template and correspondence to Mr. Johnson et al;	.30	435.00	130.50
3/13/25	MSF	Research and draft Affidavit of Mailing and correspondence to Mr. Johnson;	.20	435.00	87.00
TOTAL FEES					\$ 783.00
TOTAL THIS INVOICE					\$ 783.00



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ATTACHMENT 3DR #11

K W Resort Utilities Corp.

Docket No. 20240108-SU

Actual and Estimated 2024 Rate Case Expenses

- Actual Billed Attorney Fees through March 15, 2025 (*Invoices Attached*): \$ 18,100.00
- Actual Billed Costs through March 15, 2025: \$0.00

Estimated Hours	Description
4.0	Research and respond to formal and informal data requests from Staff.
4.0	Prepare for and participate in virtual customer service meeting and follow-up conference with client.
2.0	Attend Agenda conference.
4.0	Review PAA Order; conference with client and consultants regarding PAA Order.
14.0 @ \$500.00/hr.	\$7,000.00 <i>total estimated attorneys' fees through FAA.</i>

Estimate of costs to complete: \$0.00

SUMMARY:

Total Actual and Estimated Legal Fees: \$25,100.00

Total Actual and Estimated Legal Costs: \$0.00

TOTAL RATE CASE EXPENSE: \$33,100.00

Estimated Rate Case Expense - Milian, Swain & Associates, Inc.

Company: K W Resort Utilities Corp

Docket No.:20240108

Test Year Ended: 06/30/2024

PER MFRS

Deborah Swain	\$	290	84	\$ 24,360	MFRs, data requests, audit facilitatio
Cynthia Yapp	\$	190	350	\$ 66,500	MFRs, data requests, audit facilitatio
Carolina Bastidas	\$	125	16	\$ 2,000	MFRs Review
Expenses				<u>\$ 390</u>	Various Expenses (travel, photocopie
Total				\$ 93,250	

Actual through March 28, 2024

Deborah Swain	\$	290	61	\$ 17,690
Cynthia Yapp	\$	190	299.25	\$ 56,858
Carolina Bastidas	\$	125	2	\$ 250
Expense				<u>\$ -</u>
				\$ 74,798

Actual March 28 - April 11, 2024

Deborah Swain	\$	290	2	\$ 580	Audit requests
Cynthia Yapp	\$	190	-	\$ -	Audit requests
Carolina Bastidas	\$	125	-	\$ -	
Expense				<u>\$ -</u>	
				\$ 580	

Remaining

Deborah Swain

Audit & audit report responses			-	
Data Requests			16	
Review & Analyze Recommendation			8	
Coordination with KWRU			<u>8</u>	
Total Deborah Swain	\$	290	32	\$ 9,280

Cynthia Yapp

Audit & audit report responses				
Data Requests			12	
Review & Analyze Recommendation			8	
Coordination with KWRU			<u>8</u>	
Total Cynthia Yapp	\$	190	28	\$ 5,320

Revised Estimate				<u>\$ 89,978</u>
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NOTE: time spent to cure deficiencies in not included in the totals above, and were invoiced separately.

Management & Regulatory Consultants
Summary of Rate Case Expense from INVOICES through 3/17/2025
Sunshine 2023 TY Rate Case

BILLED EXPENSE

		Prepare MFRs	Assist w/ & Repond to Data Req. & New Info.	Corrections to MFR	Prepare Rebuttal	Expenses	Totals
Frank Seidman	Hours	15.75	0.00	0.00	0.00		15.75
Billing Rate: \$190/hr	Amount	\$2,992.50	\$0.00	\$0.00	\$0.00	\$0.00	\$2,992.50

PROJECTED REMAINING EXPENSE

		Prepare MFRs	Assist w/ & Repond to Data Req. & New Info.	Prepare for and Attend Hearing	Exp. (est.)	Totals
Frank Seidman	Hours	0.00	8.00			8.00
Billing Rate: \$190/hr	Amount	\$0.00	\$1,520.00	\$0.00	\$0.00	\$1,520.00
Cumulative Total, Billed and Remaining						\$4,512.50

2408 Carefree Cove
Tallahassee, FL 32308
Cell Phone (850) 566-9296
e-mail: frankdenjup@att.net

Francis Seidman dba Management & Regulatory Consultants

(Make checks payable to Francis Seidman)

TO: Chris Johnson, KW Resort Utilities, Inc.

CONSULTING - KW RESORT UTILITIES CORP. 6/2024TY RATE CASE

10/06/24

Week of:		PREVIOUS BALANCE	\$	0.00
08/12/24	FS	CONSULTING - PRELIMINARY UU ESTIMATE; REVIEW OF 2017 CASE; INITIALIZE F SCHEDULES.	1.75	332.50
08/18/2	FS	CONSULTING - RESPOND TO EMAIL RE CASTLE REPORT.	1.25	237.50
09/23/24	FS	CONSULTING - ENTER INITIAL INPUT FOR F SCHEDULES; RECONCILE E AND F SCHEDULES.	2.75	522.50
09/30/24	FS	CONSULTING - ADDITIONAL INPUT FOR F SCHEDULES. FOR CURRENT SERVICES RENDERED	0.75 6.50	142.50 \$ 1235.00

EXPENSES:

Total Exp. 0.00

PAYMENTS AND CREDITS

PAYMENT

\$ 0.00

BALANCE DUE

\$ 1235.00

Pd 10/17/24

2408 Carefree Cove
Tallahassee, FL 32308
Cell Phone (850) 566-9296
e-mail: frankdenjup@att.net

Francis Seidman dba Management & Regulatory Consultants

(Make checks payable to Francis Seidman)

TO: Chris Johnson, KW Resort Utilities, Inc.

CONSULTING - KW RESORT UTILITIES CORP. 6/2024TY RATE CASE

11/05/24

		PREVIOUS BALANCE	\$	1235.00
<u>Week of:</u> 10/01/24	FS	CONSULTING - ANALYSIS OF F SCHEDULES & U&U; PRELIMINARY SCHEDULES FOR CLIENT REVIEW.	5.25	997.50
10/14/24	FS	CONSULTING - UPDATE F SCHEDULES & U&U FOR CLIENT REVIEW; RESPOND TO COMMENTS.	3.50	665.00
10/21/24	FS	CONSULTING - UPDATE F SCHEDULES FOR REVIEW. FOR CURRENT SERVICES RENDERED	0.50 9.25	95.00 \$ 1757.50
EXPENSES:				
		Total Exp.		0.00
PAYMENTS AND CREDITS				
PAYMENT - 10/17/24				\$ 1235.00
BALANCE DUE				<u>\$ 1757.00</u>

Pl 11/13/24