MEMORANDUM

То:	Christopher Richards – Public Utility Analyst 2540 Shurmard Oak Blvd. Tallahassee, FL 32399-0850 crichard@psc.state.fl.us
From:	Tara Hollis, CPA, MBA
Date:	February 15, 2019
Client:	North Peninsula Utilities Corporation (NPUC)
Project:	Docket No. 20180138-SU
Subject:	Response to Staff's Second Data Request

 Operation and Maintenance Expense Invoices: Please reference Audit Work Papers No. 43, the Operation and Maintenance Expense accounts (Attachment 1). Please provide invoices for all line items in each account indicated with an "N" in Criteria 2 (Did Audit Staff review an actual invoice?)

Invoices have been included as Attachment 1.

- Weems invoices differ slightly from the audit record as those were estimates. Also included the invoice for July 2018 as there was a slight delay in scheduling the hauling services.
- Cadenhead invoice for permit renewal was for \$1,600. It was paid in two installments.
- Martin, Klayer and Associates. Two invoices included. Only a portion paid during the test year. As shown on the invoices, they charge a monthly fee of \$150 for bookkeeping and accounting services and \$750 for preparation of the Utility's tax return.
- PMI PMI is a related company that provides management services per a management agreement. Individual monthly invoices are not currently prepared by PMI. Payments are remitted to PMI as funds are available and a true-up is prepared at year end following the provisions of the management agreement included as Attachment 3.



2. Contractual Services - Accounting (732): Please explain why there is a paid amount of \$1,200 to Willdan on 4/24/18 and 5/11/18 for filing the Annual Report. Please provide documentation showing both charges are associated with the utility in the test year.

Willdan provides regulatory accounting services to the Utility. On an annual basis, Willdan prepares NPUC's annual report to be filed with the FPSC as well as any rate indexing (FPSC deflator index) and pass-through applications. A copy of Willdan's contracts for both the 2017 and 2018 annual reports and rate indexing is included in Attachment 2.

3. Contractual Services - Management Fees (734): Please provide a copy of the contract the utility has with Peninsula Management, Inc. (PMI).

Management Fee Contract is included as Attachment 3.

4. Contractual Services- Management Fees (734): Please provide a breakdown of what expenses are covered by the Overhead and Administration portion of the contract and how much of the expense is associated with the regulated wastewater operations of the utility.

In addition to the Management Fee Contract included in Attachment 3, please find an updated calculation of the Overhead and Administration costs associated with the Utility included as Attachment 4. These are all related to the regulated wastewater operations of the Utility.

5. Contractual Services - Management Fees (734): Please explain the weekly duties of Mr. Hillman and Mr. Wilson as they pertain to the regulated wastewater services of the utility.

Mr. Hillman

- Daily conversations with operators of plant
- Trips to plant avg. 4 days per week
- Coordinate sub-contractors to do work at plant and John Anderson lift station
- Answer monitoring calls regarding problems in operation
- Communication with agencies including FDEP, FPSC, Volusia County, etc. on plant operating questions and customer complaints
- Weekend trips to plant and monitor for alarm calls
- Work on payment of bills, collection of customer payments, etc.
- Meet with Engineer, external accountants, etc. as needed
- Coordinate operation of NPUC
- Emergency operations and coordination hurricanes, storms, etc.



Mr. Wilson

- Deals with plant operations and questions from staff.
- Coordinates meeting with accountants, Volusia County officials and help monitoring weekend calls
- As part owner is part of any discussions with regard to NPUC
- 6. Contractual Services Management Fees (734): Please provide documentation explaining the compensation per connected sewer customer per month (\$13.99 for 2017 and \$14.18 for 2018).

In additional to the Management Agreement Contract included in Attachment 3, please see addendums included in Attachment 5.

7. Mr. Wetherell Employment: Is Mr. Wetherell an employee of North Peninsula Utilities Corporation?

No. Wetherell Treatment Services provides contract operations, maintenance, and testing services to NPUC.

8. Mr. Alderson Employment: Is Mr. Alderson an employee of North Peninsula Utilities Corporation?

Mr. Alderson is a contract employee of the Utility. He is a certified utility operator. He invoices the Utility on a weekly basis.

- 9. Inspection Fee: Please reference Audit Finding 4 (Attachment 2). The auditor removed an Inspection Fee of\$700 from test year revenues.
 - (a) Please explain the nature of the Inspection and details of any work performed. This was related to a new customer located on the river side across the street from the force main. A directional bore was required to connect the customer to the force main. This required utility staff time to coordinate with builder/contractor, property owner, and directional bore company as well as inspection of the line and connection once complete. This charge is provided for in NPUC's tariff (Tariff Sheet 17.1 #8 and #9) as well as the Service Agreement with customer, both of which are included in Attachment 6.
 - (b) When was this work performed, and what was the date the amount was collected?

The work was performed in June 2018 with payment received in August 2018.

(c) Please provide a copy any invoices for this fee and when the work was performed.

Please see service agreement in Attachment 6. Work was performed by utility management and contracted staff.



- 10. Connection Fee: Please reference Audit Finding 4 (Attachment 2). The auditor removed a Connection Fee of\$762 from test year revenues.
 - (a) Was this the only connection fee collected during the test year?

This is a main extension charge as provided for in the Utility Tariff – Sheet No. 18 (Residential with Road Crossing). This was the only Main Extension Charge for January to June 2018. See Attachment 6 for copy of tariff page.

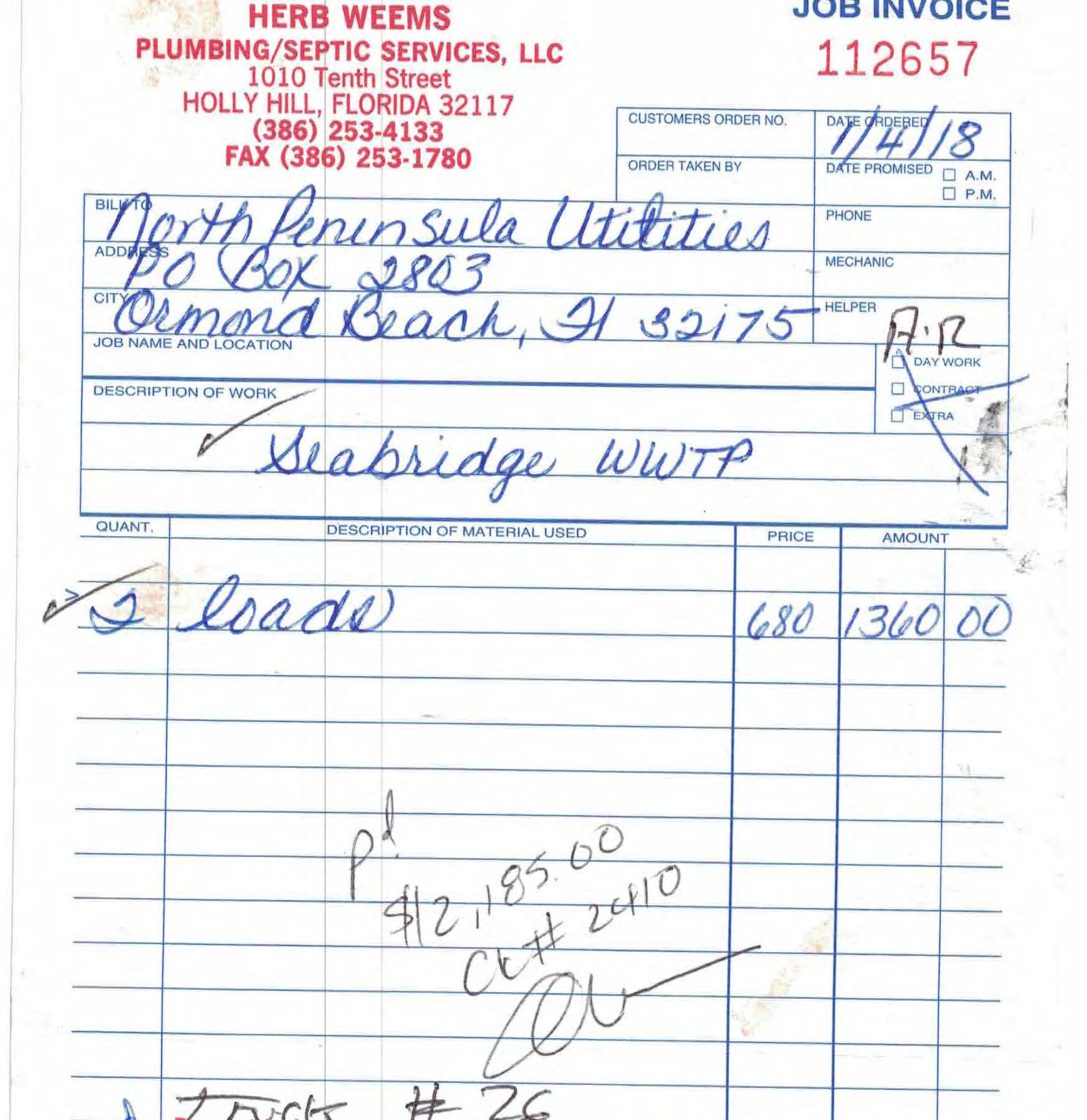
(b) Please explain why the company booked the amount to revenue in Account 521 and not CIAC.

This is a main extension charge as provided for in the Utility Tariff – Sheet No. 18 (Residential with Road Crossing. This was a mid-year entry which would be adjusted after year-end in conjunction with preparation of the 2018 Annual Report.

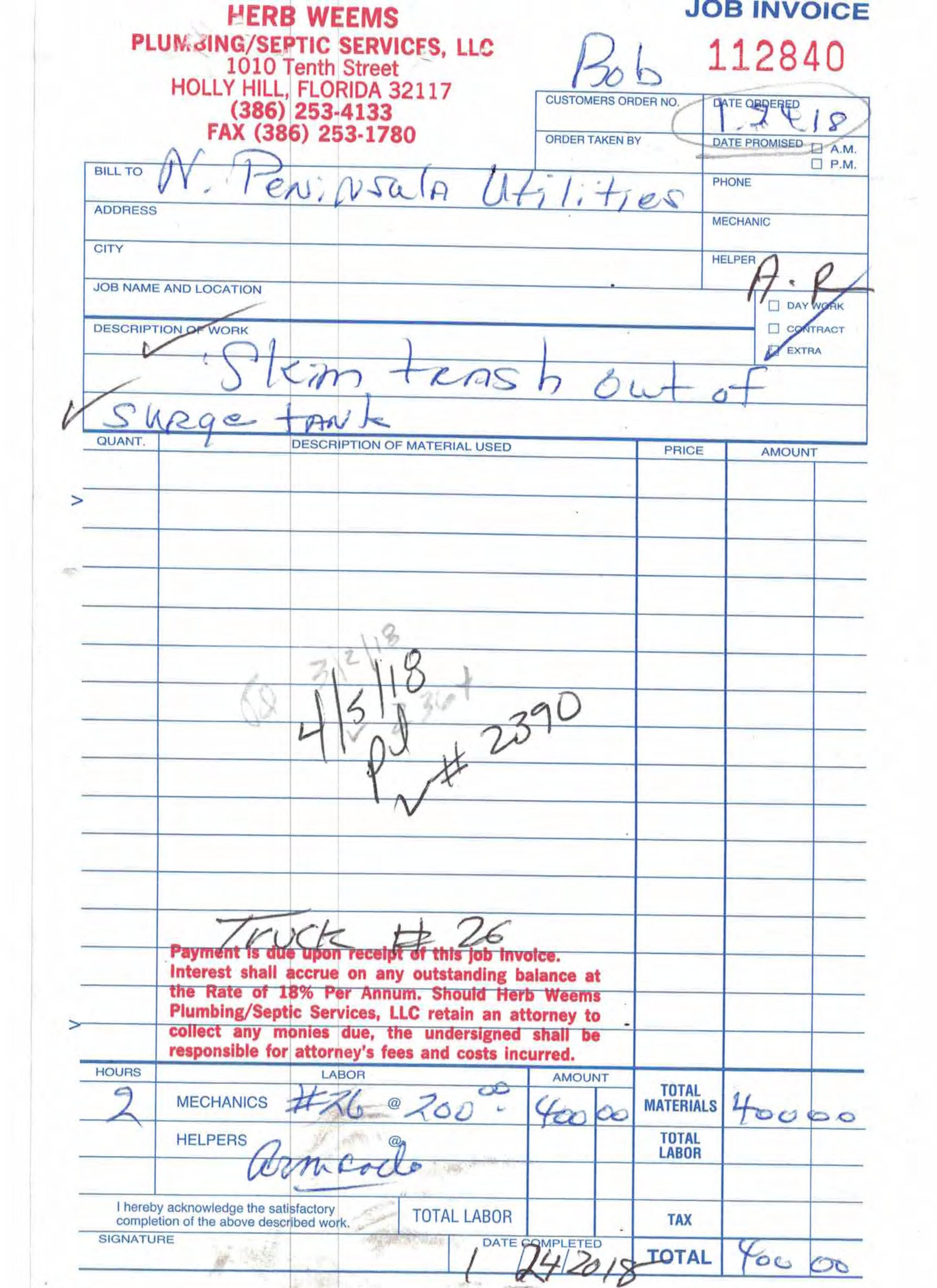
- (c) What was the date this amount was collected? **August 2018.**
- (d) Please provide a copy of any invoice for the connection fee.

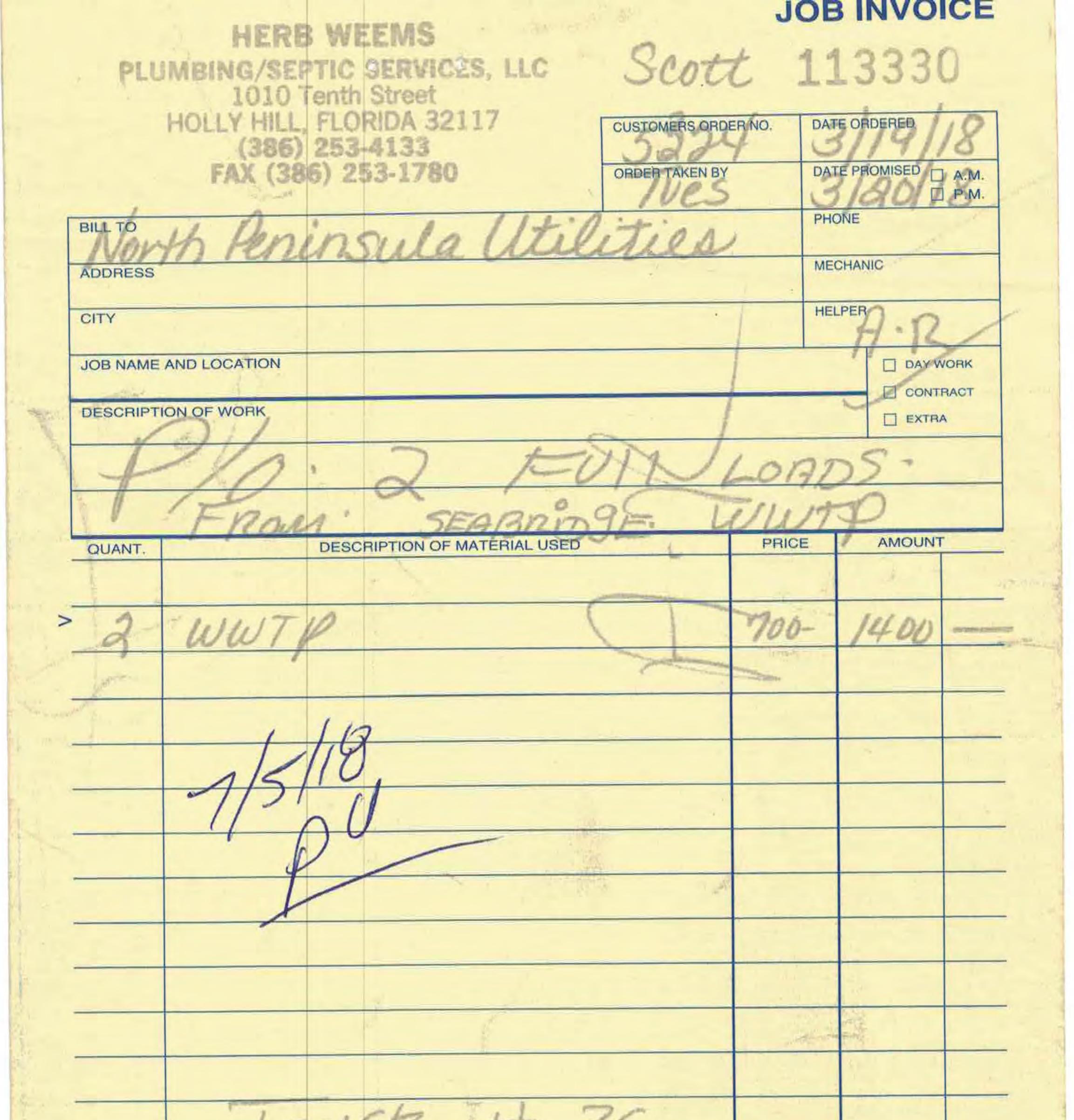
Service Agreement with customer is included in Attachment 6.

Attachment 1



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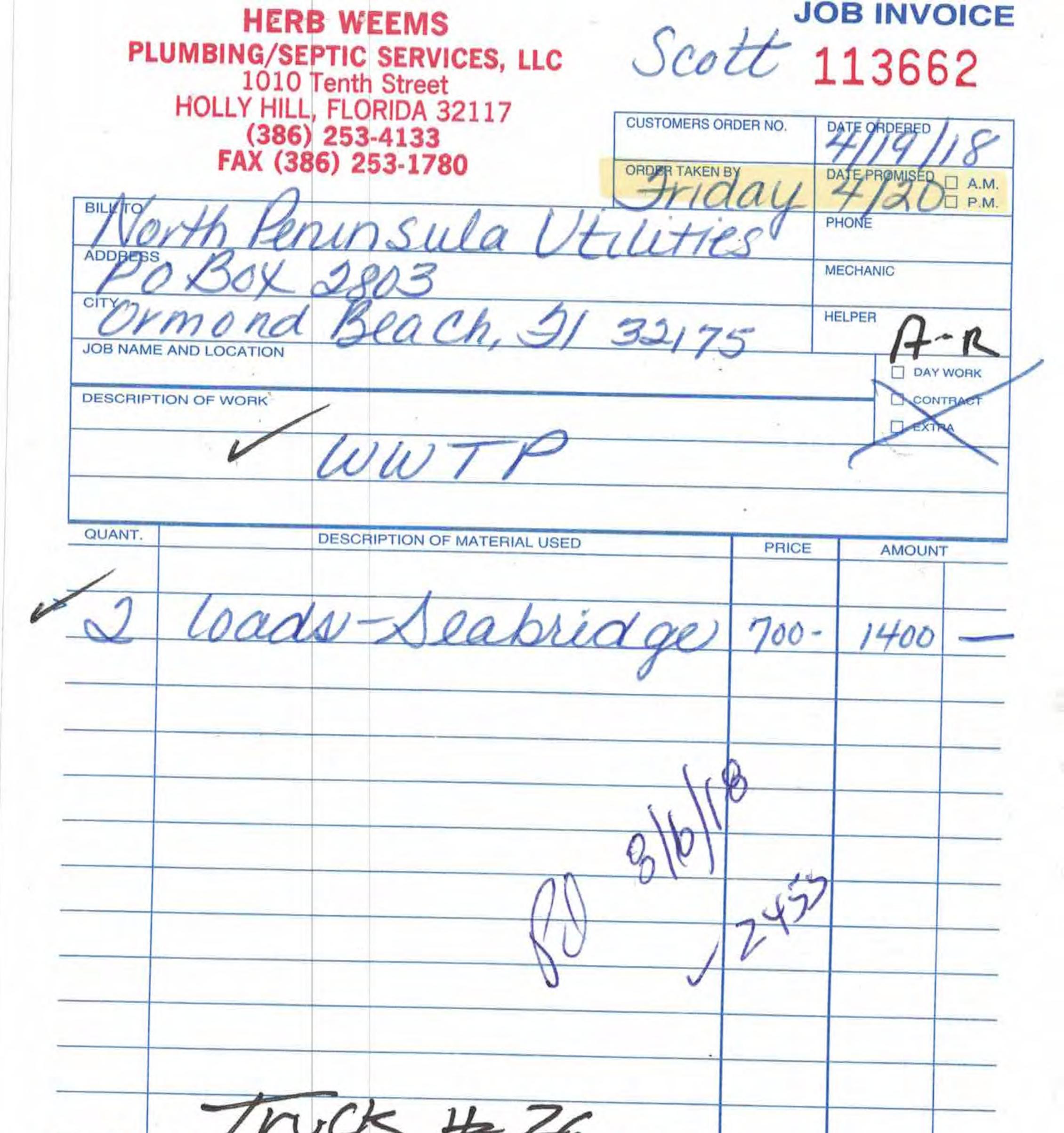


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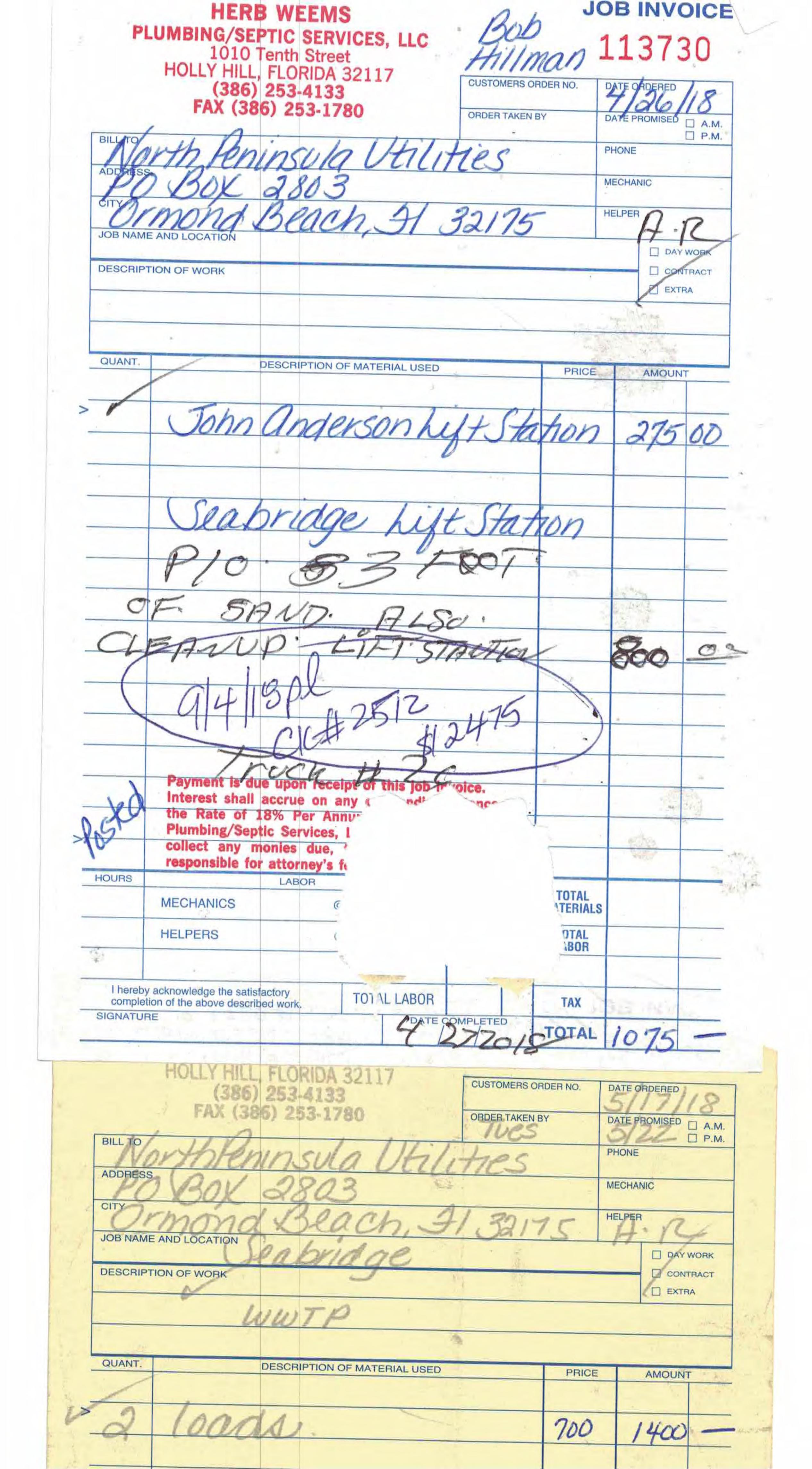
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JOB NAME AND LOCATION	sher andersa			
DESCRIPTION OF WORK				EXTRA
QUANT.	ESCRIPTION OF MATERIAL USED	P	RICE	AMOUNT

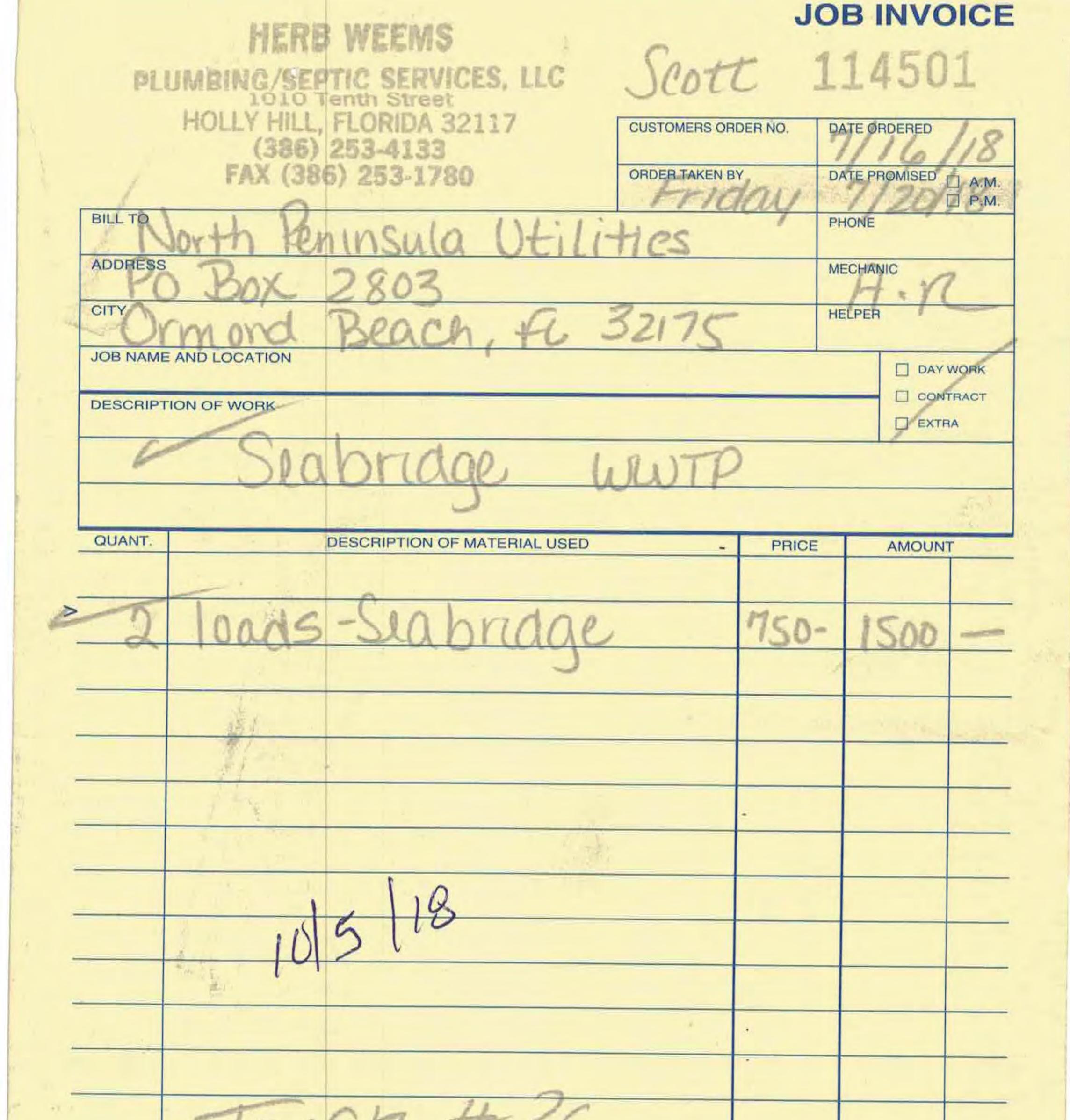
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SIGNATU	RE		DATEO	OMPLETED	TOTAL	

Tara Hollis

From:	Hillman Wilson Development Offices <developershw@gmail.com></developershw@gmail.com>
Sent:	Wednesday, October 24, 2018 10:37 AM
То:	Tara Hollis
Subject:	Fwd: Thank you for your order with Deluxe For Business

------ Forwarded message ------From: **Deluxe For Business** <<u>deluxeforbusiness@deluxe.com</u>> Date: Mon, Sep 25, 2017 at 10:38 AM Subject: Thank you for your order with Deluxe For Business To: <<u>developershw@gmail.com</u>>

Add <u>deluxeforbusiness@deluxe.com</u> to your address book or safe list to ensure our emails reach your inbox.

THANK YOU: FREE Email Marketing! Get started - It's FREE! >>



DEAR ELIZABETH,

Thank you for ordering from **Deluxe**. Please take a moment to review the information below to ensure your order is correct. For questions about your order, please call us toll-free at 1-800-865-1913.

Your order confirmation number is 193843516.

As we process your order, you will receive further email updates, including a second order confirmation notice with an updated order number in the next 24 - 48 hours.

Thank you. We greatly appreciate your business.



GET 25% OFF YOUR NEXT DELUXE ORDER!

SHIPPING Shipping Address:

Elizabeth Hillman 115 E GRANADA BLVD, ORMOND BEACH, FL32176 USA(386) 677-7847

Shipping Method: Standard UPS Ground

PAYMENT

Billing Address: Elizabeth Hillman 115 E GRANADA BLVD STE 12, ORMOND BEACH, FL32176 USA(386) 677-7847

Amount: \$322.87

ORDER DETAILS

Product Name	Quantity	Price	Total
File Cards - Continuous Item#: 9949	6000	\$267.99	\$267.99
		Product Total: Sub Total:	\$267.99 \$267.99
		Shipping & Handl	
		Tax:	\$19.71
		Order Total:	\$322.87

SPECIAL OFFER: SAVE 25%*

To thank you for your order, we'll take 25% off your next order when you try something new!

*Use priority code **GH010** to save 25% on your first order from any product category, excluding High Security Checks, Security Pens, extra charges, tax, shipping, mailing services or products previously ordered on this site. Cannot be combined with any other offer.

To update your e-mail, postal or billing address, please sign in and go to the My Account page.

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Tara Hollis

From:	Hillman Wilson Development Offices <developershw@gmail.com></developershw@gmail.com>
Sent:	Wednesday, October 24, 2018 10:36 AM
То:	Tara Hollis
Subject:	Fwd: Thank you for your order with Deluxe For Business

------ Forwarded message ------From: **Deluxe For Business** <<u>deluxeforbusiness@deluxe.com</u>> Date: Tue, Apr 24, 2018 at 11:18 AM Subject: Thank you for your order with Deluxe For Business To: <<u>developershw@gmail.com</u>>

Add <u>deluxeforbusiness@deluxe.com</u> to your address book or safe list to ensure our emails reach your inbox.



DEAR ELIZABETH,

Thank you for ordering from **Deluxe**. Please take a moment to review the information below to ensure your order is correct. For questions about your order, please call us toll-free at 1-800-865-1913.

Your order confirmation number is 250399576.

As we process your order, you will receive further email updates, including a second order confirmation notice with an updated order number in the next 24 - 48 hours.

Thank you. We greatly appreciate your business.



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SHIPPING

Shipping Address: Elizabeth Hillman

115 E GRANADA BLVD STE 12, ORMOND BEACH, FL32176 USA(386) 677-7607

Shipping Method: Standard Shipping

Arrives in 7-10 business days

PAYMENT

Billing Address: Elizabeth Hillman 115 E GRANADA BLVD STE 12, ORMOND BEACH, FL32176 USA(386) 677-7847

Amount: \$290.35

ORDER DETAILS

Product Name	Quantity	Price	Total
File Cards - Continuous Item#: 9949	6000	\$294.99	\$294.99
		Product Total:	\$294.99
		Discount: JY902 : 20% off your Order	\$59.00
		Sub Total:	\$235.99
		Shipping & Handling Tax:	\$17.72
		Order Total: Total Savings:	\$290.35 \$59.00

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SPECIAL OFFER: SAVE 25%*

To thank you for your order, we'll take 25% off your next order when you try something new!

^{*}Use priority code **GH010** to save 25% on your first order from any product category, excluding High Security Checks, Security Pens, extra charges, tax, shipping, mailing services or products previously ordered on this site. Cannot be combined with any other offer.

To update your e-mail, postal or billing address, please sign in and go to the My Account page.

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Cadenhead Environmental Engineering Services, Inc.



September 13, 2017

1982 State Road 44, #201, New Smyrna Beach, FL 32168 Phone: (904) 307-6824. Email Address: <u>mark_cadenhead@bellsouth.net</u>

Mr. Robert Hillman North Peninsula Utilities Corporation Post Office Box 1364 Ormond Beach, FL 32175

Dear Mr. Hillman:

Re: Permit renewal for Seabridge WWTF (FL011188)

Based on information obtained from the Department of Environmental Protection (DEP), it has come to my attention that your permit application renewal is due to the department by **March 7, 2018 (180 days prior to the expiration date)**. If you have not yet contracted with an engineering services group to prepare your renewal application, I would be interested in discussing this with you at your convenience.

To give you a quick background summary concerning my experience, I worked for DEP in the Northeast District (NED) Office for eleven years, from 1990 until 2001. For the majority of my career at DEP, I was involved in performing permitting duties in the Potable Water, Domestic and Industrial Wastewater Sections. In 2000, I was promoted to the section head position in the Potable Water Section. In 2001, I was offered the opportunity to perform environmental contract work for JEA, the major utility company in the Jacksonville area. I started my consulting company on a part time basis in 2004 while working with JEA and fulltime in October 2008.

My charged cost for the renewal process based on your plant capacity and compliance level is \$1,600.00, paid in staggered installments. We would be glad to send a more detailed contract proposal for your facility at your request.

You may contact me at (904) 307-6824 (cell) or at mark_cadenhead@bellsouth.net.

Thank you for your time and consideration.

Sincerely,

adentical P.E.

Mark Cadenhead, P.E., MBA, President Cadenhead Environmental Engineering Services, Inc.

Martin, Klayer & Associates, PL

101 S. Palmetto Ave, Ste 2 Daytona Beach, FL 32114 Phone: (386) 252-6075

North Peninsula Utilities Corp. P.O. Box 2803 Ormond Beach, FL 32175

For professional service rendered as follows: Preparation of U S Income Tax Return for an S Corporation for 2016 (Form 1120S)

Paper File Tax Return for 2016

\$750.00

Bookkeeping and Accounting Assistance for October through December 2016 @150.00 per month

\$450.00

Invoice Total

\$1,200.00

Thank you for your business!

Please send payment to: 101 S Palmetto Ave, Ste 2 Daytona Beach, FL 32114 Invoice: 43837 January 3, 2018

Martin, Klayer & Associates, PL

101 S. Palmetto Ave, Ste 2 Daytona Beach, FL 32114 Phone: (386) 252-6075

North Peninsula Utilities Corp. P.O. Box 2803 Ormond Beach, FL 32175

For professional service rendered as follows:

Billing for bookkeeping services for the period of January 2016 to September 2016 at \$150 per month.

Invoice Total

\$1,350.00

Thank you for your business!

Please send payment to: 101 S Palmetto Ave, Ste 2 Daytona Beach, FL 32114 Invoice: 43434 July 28, 2017

Douglas Daniels, P.A.

444 Seabreeze Blvd., Ste. 645 Daytona Beach, FL 32118

Robert Hillman P.O. Box 2803 Ormond Beach, FL 32174

September 01, 2017

	<u>Amount</u> \$780.00 (\$780.00)
	(\$780.00)
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	(\$780.00)
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12/5/17	250
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	11/15/17 By 12/5/17 MRUC

Douglas Daniels, P.A.

444 Seabreeze Blvd., Ste. 645 Daytona Beach, FL 32118

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Robert Hillman P.O. Box 2803 Ormond Beach, FL 32174	8/9/17 PU		
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City of Ormond

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PAY YOUR UTILITY BILL ON LINE - VISIT US AT WWW.ORMONDBEACH.ORG -- CLICK ON 'ONLINE SERVICES' TO REGISTER Eity of Ormond Beach 22 S Beach St Ormond Beach, FL 32174 Telephone: 385-575-3209

*** SALES SLIP ***

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Date: 10/25/17 Time: 13:02:25

\$1000.00

Payment total:

CARDHOLDER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH IN THE CARD-HOLDER'S AGREEMENT WITH THE ISSUER.

Signature: BOB HILLMAN

CUSTOMER COPY



Credit Card Remitd \$208.75 (Card Name:AMEX) (Account #:XXXXXXXXXXXXXXXX2003) (Approval #:585051) (Transaction #:660)

fuctudes up to \$100 insurance

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PIGHTEN SOMEONE'S MAILBOX. Greeting 's available for purchase at select

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BRIGHTEN SOMEONE'S MAILBOX. Greeting cards available for purchase at select Post Offices.

Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clickochin to print ati

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THAM YOU FOR SHOPPING AT ORMOND ACE HARDWARE 333 W. GRANADA BLVD. #220 ORMOND BEACH, FL 32:74 (386) 677-1414

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==>> JRNL#G37010/1 CUST NO:*9471

> THANK YOU ROBERT L HILLMAN FOR YOUR PATRONAGE

<<==

ACE REWARDS ID # 1913670654

Name : X_____ I agree to pay above total amount according to card issuer agreement (merchant agreement if credit voucher) Acct: ROBERT HILLMAN

Customer Copy

YOU SAVED \$ 4.94 BY SHOPPING AT ORMOND ACE HARDWARE VISIT US AT WWW.ORMONDACEHARDWARE.COM

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or call 1-800-410-7420.

YOUR OPINION COUNTS

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Save at least \$0.05/gal on every fuel purchase with INSTANT GOLD STATUS. Download the Fuel Rewards app and join today!

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usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

ORMOND BEACH BEACHSIDE 55 E GRANADA BLVD ORMOND BEACH FL

32176-9998 1169510637 (800)275-8777 2:36 PM 01/10/2018 agricitation and a second s Sale Final Product Description Oty Price (PstCd) 9 \$306.00 Seashells (Unit Price:\$34.00)

\$306.00 Total

Credit Card Remitd \$306.00 (Card Name:AMEX) (Account #:XXXXXXXXXXXXX2003) (Approval #:504396) (Transaction #:039)

All sales final on stamps and postage Refunds for guaranteed services only Thank you for your business

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or scan this code with your mobile device.



or call 1-800-410-7420.

YOUR OPINION COUNTS

Bill #: 840-53200069-4-1506405-1 Clerk: 16

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Issier

WOODY'S SEPTIC TANK SERVICE

500 WALKER STREET HOLLY HILL, FL 32117

PAMEY 1/10/18 Namic 205



Invoice Number: 84766 Invoice Date: Jun 25, 2017 Page: 1

Voice: 386-677-1163 Fax: 386-255-9860

Bill To:	Ship to:
BOB HILLMAN NORTH PENINSULA UTILITIES P.O. BOX 2803 ORMOND BEACH, FL 32175	NORTH PENINSULA UTILITIES P.O. BOX 2803 ORMOND BEACH, FL 32175

Customer ID	Customer PO	Paym	ent Terms
NORTPU		(C.O.D.
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier	6/25/17	6/25/17

Quantity	Item	Description	Unit Price	Amount
Quantity 3.50	ιτem .	HOURS SERVICE E.W. #153 E.W. #153 TRANSFERRED 8400 GALLONS TO WASTE WATER TREATMENT PLANT.	375.00	1,312.50
		Subtotal		1,312.50
		Sales Tax		
		Total Invoice Amount		1,312.50
Check/Credit Memo N	o:	Payment/Credit Applied		
Citodo er cuit morre i te.		TOTAL		1,312.50

PAYMENT IS DUE UPON RECEIPT. I AGREE TO PAY A SERVICE CHARGE OF \$10.00 PER MONTH AS WELL AS INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER YEAR). I ALSO AGREE TO PAY ALL COST INCLUDING ATTORNEY'S FEES FOR ANY ACTION INVOLVED WITH THE COLLECTION OF THIS DEBT. I UNDERSTAND THAT IF I DO NOT PAY MY PROPERTY WILL BE SUBJECT TO A LIEN AND MAY COST ME ADDITIONAL FEES FOR THE FILING OF THE LIEN AND THE RELEASE OF LIEN

THANK YOU FOR SHOPPING AT OR OND ACE HARDWARE 333 W. GPANADA BLVD. #220 ORMOND E. CH, FL 32174 (386) 677-1414 01/24/18 2:47PM EP 558 SALE 74978 1 EA \$11.99 EA RAKE SPRNGBRAC22TINE54" \$11.99 7(F56 1 EA \$9.99 EA RAKE BOW TRUPER 14TNE54" \$9,99 70105 1 EA \$16.99 EA CULTIVATOR WOOD ACE 4T \$16.99 7218092 1 EA \$37.99 EA POLY GARDEN CAPT 4.5 CU \$37.99 71162 3 EA \$15.99 EA S -\$4.00 Instat avinus 1320 E Pe, Flue. 12 00 54 Return Value : 12,39 SUB-TOTAL:\$ 115.93 TAX: \$ 8.32 DISCOUNT: TOTAL: \$ 124.25 BC AMT: \$ 124.25 BK CARD#: XXXXXXXXXXXX2003 MID: 372056933883 AUTH: 888722 AMT: \$ 124.25 Host reference #:694150 Bat# Authorizing Network: AMEX Chip Read CARD TYPE: AM EXPRESS EXPR: XXXX AID : A00000025010801 TVR : 0000008000 IAD : 06720103602002 TSI : F800 ARC : 00___ MODE : Issuer CVM : Name : AMERICAN EXPRESS ATC :0056 AC : 120DDAFF5D033A14 TxnID/ValCode: 192536 Bank card USD\$ 124.25



==>> JRNL#G94150/1 CUST NO:*9471

-03

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THANK YOU ROBERT L HILLMAN FOR YOUR PATRONAGE ACE REWARDS ID # 1913670654

THANK YOU FOR SHOPPING AT and ORMOND ACE HARDWARE 333 W. GRANADA BLVD. #220 ORMOND BEACH, FL 32174 (386) 677-1414 01/30/18 3:15PM 0G 553 SALE 6093082 1 EA \$14.99 EA TRASH BAG CONTR55GL 15CT \$14.99 6186738 1 EA \$7.99 EA ACE BAG 39GAL 26CT FLAP \$7.99 22.98 TAX: \$ SUB-TOTAL:\$ - 1.50 DISCOUNT: TOTAL: \$ 24.48 BC AMT: \$ 24.48 BK CARD#: XXXXXXXXXXXX2003 MID: 372056933883 AUTH: 826204 AMT: \$ 24.48 Host reference #:697108 Bat# Authorizing Network: AMEX Chip Read CARD TYPE: AM EXPRESS EXPR: XXXX AID : A00000025010801 TVR : 0000008000 IAD : 06720103602002 TSI : F800 ARC : 00' MODE : Issuer CVM : No CVM Name : AMERICAN EXPRESS ATC :0057 AC : D2D5A3BE6A9AE898 TxnID/ValCode: 194188

Bari card

USD\$ 24.48

==>> JRNL#G97108/1 CUST NO:*9471

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3

THANK YOU ROBERT L HILLMAN FOR YOUR PATRONAGE ACE REWARDS ID # 1913670654

Acct: ROBERT HILLMAN

Customer Copy

700 SAVED \$ 2.30 BY GROUPING AT ORMOND ACE HARDWARE

VISITOUS AT WWW.ORMONDACEHARDWARE.COM AND WWW.FACEBOOK.COM/ORMONDACE

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55 E G ORMOI 321 116	ACH BEACHSIL (ANADA EL-VD VD BEACH FL 76-9998 9510637 0)275-8777	(
03/16/2018 (80 Product Description	saumenterau	Final Price	
US Fing Coil/1 00 (Unit Price:\$ (PstCd) Seashells (Unit Price:\$	4	\$50.00 ***	
Total		\$190.00	
Credit Card Remi		\$190.00	

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or call 1-800-410-7420.

YOUR OPINION COUNTS

1 #: 840-53200060 -1994033-1 10

·k :

ORMOND BEACH BEACHSIDE ORMOND BEACH FL 32176-9998 1169510637 (800)275-8777 12:41 PM 03/26/2018 Final Sale Product Price Qty Description \$0.5U First-Class Mail Letter (Domestic) (SPARROW BUSH, NY 12780) (Weight:0 Lb 0.70 0z) (Estimated Delivery Date) (Thursday 03/29/2018) \$3.45 (@@USPS Certified Mail #) (70040750000238971243) - 1 Certified \$2.75 Return Receipt (@ausps Return Receipt #) (9590952106150281249295) \$0.50 -1 First-Class Mail Lette: (Drame + ic) (UHRINNI BEACH, FL 32176) (Weight: 0 Lb 0.60 0z) (Estimated Delivery Date) (Hednesday 03/28/2018) \$3.45 1 Certified (WOUSPS Certified Mail #) (70040750000238971236) \$2.75 1 Return (@@USPS Return Receipt #) Receipt (9590952106150281249301) \$0.50 1 First-Class Mail Letter (ORMOND BEACH, FL 32176) (Domestic) (Weight:0 Lb 0.60 0z) (Estimated Delivery Date) (Wednesday 03/28/2018) \$3.45 Certified (@OUSPS Certified Mail #) (70040750000238971229) \$2.75 -1 Return Receipt (BBUSPS Return Receipt #) (9590952106150281249318) \$0.50 1 First-Class Mail Letter (Domestic) (ORMOND BEACH, FL 32176) (Weight:0 Lb 0.60 02) (Estimated Delivery Date) (Wednesday 03/28/2018) \$3.45 (MOUSPS Certified Mail #) Certified (70040750000238971212) \$2.75 - 1 Return Receipt (GOUSPS Return Receipt #) (9590952106150281249325) \$0.50 1 First-Class Mail Letter (Domestic) (ORMOND BEACH, FL 32176) (Weight:0 Lb 0.60 0z) (Estimated Delivery Date) (Wednesday 03/28/2018) \$3.45 Certified (Anil #)

Mail Letter (Domestic) (ORMOND BEACH, FL 32176) (Weight:0 Lb 0.60 0z) (Estimated Delivery Date) (Wednesday 03/28/2018) \$3.45 Certified -1 (@@USPS Certified Mail #) (70040750000238971182) \$2.75 1 Return Receipt (@@USPS Return Receipt #) (9590952106150281249332) \$0.50 First-Class 1 Mail Letter (Domestic) (ORMOND BEACH, FL 32176) (Weight:0 Lb 0.60 0z) (Estimated Delivery Date) (Wednesday 03/28/2018) \$3.45 Certified 1 (@@USPS Certified Mail #) (70040750000238971199) \$2.75 Return -1 Receipt (DOUSPS Return Receipt #) (9590952106150281249349) \$0.50 First-Class 1 Mail Letter (Domestic) (ORMOND BEACH, FL 32176) (Weight:0 Lb 0.60 0z) (Estimated Delivery Date) (Wednesday 03/28/2018) \$3.45 Certified -1 (@@USPS Certified Mail #) (70040750000238971205) \$2.75 1 Return Receipt (@@USPS Return Receipt #) (9590952106150281249356) \$0.50 First-Class 1 Mail Letter (Domestic). (WINDERMERE, FL 34786) (Weight:01b0.600z) (Estimated Delivery Date) (Wednesday 03/28/2018) \$3.45 Certified 1 (@@USPS Certified Mail #) (70040750000238971175) \$2.75 Return 1 Receipt (@@USPS Return Receipt #) (9590952106150281249363) \$0.50 First-Class 1 Ma 1 Letter (Domestic) (ORMOND BEACH, FL 32176) (Weight:0 Lb 0.60 0z) (Estimated Delivery Date) (Wednesday 03/28/2018) \$3.45 1 Certified (@@USPS Certified Mail #) (70040750000238971168) \$2.75 Return 1 Receipt (@@USPS Return Receipt #) (9590952106150281249370) \$0.50 First-Class 1 Mail Letter (Domestic) (FLAGLER BEACH, FL 32136) (Weight:0 Lb 0.60 0z) (Estimated Delivery Date) (Wednesday 03/28/2018) \$3.45 Certified 1 (@@USPS Certified Mail #)

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Mail JUL F JC Letter (Domestic) (FLAGLER BEACH, FL 32136) (Weight:0 Lb 0.60 0z) (Estimated Delivery Date) (Wednesday 03/28/2018) Certified 1 (@@USPS Certified Mail #) \$3.45 (70040750000238971151) Return 1 Receipt \$2.75 (@@USPS Return Receipt #) (9590952106150281249387) First-Class 1 \$0.50 Mail Letter (Domestic) (MOUNT DORA, FL 32756) (Weight:0 Lb 0.60 0z) (Estimated Delivery Date) (Wednesday 03/28/2018) Certified 1 (@@USPS Certified Mail #) (70040750000270114615) \$3.45 Return 1 \$2.75 Receipt (@@USPS Return Receipt #) (9590952106150281249394) Total \$73.70 Credit Card Remitd \$73.70 (Card Name: AMEX) (Account #:XXXXXXXXXXXXX2003) (Approval #:824696) (Transaction #:744) (Entry Mode:Chip) (AID: A00000025010801) (Application Label:AMERICAN EXPRESS) (PIN: PIN Not Required) (Cryptogram:F23448A22B200F0C) (ARC:00) (CVR:1E0300) (IAD:06720103602002) (TSI:F800) (TVR:000008000)

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DRHONG ACE HARDINGE 133 U. GRAVADA BLAD, #220 SEMEND BEACH, M. 32174 03/28/12 10/524/ AR 552 SRLE 7637028 1. EA \$49.99 EA CHARTELO BASHDE 3/8X100 \$49.99 HUR-TOTALIA 49,99 TAX+ \$ 3,25 DISCUUNT: TUTEL: \$ 33.24 於 Afft 专 镜,24 光 MB: 372656933883 AUTH: 662863 4511 53.24 Host reference #:728627 Bat# Authorizing Networks AMEX CHILD REAG CARD TOTELAH CORRECTS CORRECTORS ALL : ACCELCUCASULADI NR : 001029-019 140 1 06720102522052 1951 + E809 1961 + E809 State : issuer Se 1 Nome : AMERICAN EXPRESS ATC :: 10664 AC : CCEF373994079173 TenilDivisioniae 212142 Fank card uSBS 53,24

THANK YOU FOR SHEEPING AT

003T NO:89471

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THAN'S YOU SORRE U. PRUCHAN FUR YOUR FATROMARE ANE RELATION 10 F. PORATIONSA

National X. E spree to pay shave value, convit sconding to care issuer at easent (marchanic agreement if credit volument) Note REPRINT NELLAW

Sustaner Copy

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55 E ORM 32	EACH BEACHSI GRANADA BLVD IOND BEACH FL 176-9998 695106:37 :00)275-8777	
Product Desc ption	Sale Üty	Final Price
(PstCd) Seashells (Unit Price:	5 \$35.00)	\$175.00
Total		\$175.00
Credit Card Remi (Card Name:Al (Account #:X (Approval #: (Transaction	MEX) XXXXXXXXXXX200 587979)	\$175.00)3)

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Includes up to \$100 insurance

Save this receipt as evidence of fusurance. For information on filing an insurance claim go to https://www.usps.com/help/claims h*

All sales final o

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ORMOND BEACH BEACHSIDE 55 E GRANADA BLVD ORMOND BEACH FL 32176-9998 1169510637 04/17/2018 (800)275-8777 3:19 PM Lerrary a la radia de la recente de la re Product Sale Final Description 0ty Price \$1 Patriotic 20 \$20.00 Wave Gue-L 1.00) i dên \$4.60 4 Succulerit (Unit Price.\$1.15) 10c Pears \$0.10 (11 Price \$0.10) Philip Jay Flat Rate Env 1 \$24.70 (Domestic) (FLLYWOOD, FL 33020) (Flat Rate) (Signature Walver) (Schedule | Delivery Date) (Wednesday 04/18/2018_12:00 PM) (Money Back Guarantee) (USPS Tracking #) (EE136879765US) PM Exp 1, \$0.00 Insurance (Up to \$100.00 included) (PstCd) 5 \$175.00 Seashells (Unit Price:\$35.00) Total \$224.40 Credit Card Remitd \$224.40 (Card Name:AMEX) (Account #:XXXXXXXXXXXXX2003) (Approval #:826390) (Transaction #:033) (Entry Mode:Chip) (AID: A00000025010801) (Application Label:AMERICAN EXPRESS) (PIN:PIN Not Required) (Cryptogram:BB41A7FEC1704E4A) (ARC:00) (CVR:1E0300) (IAD:06720103602002) (TSI:F800) (TVR:000008000) Includes up to \$100 insurance

Save this receipt as evidence of insurance. For information on filing an insurance claim go to https://www.usps.com/help/claims.htm.

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

(Step 3 of 3) Thank you for your payment.

Please print	this receipt and keep it for your records	north	Peninsula	Hetty Cup
Tracking Number :	CC9086467694			v
Document Number :	: K88573			
Payment Amount:	\$150.00			

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Transaction Date: 04/20/2018 12:21 PM

Payment Type:



Account Number: *2

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ORMOND BEACH BEACHSIDE 55 E GRANADA BLVD ORMOND BEACH FL. 32176-9998 1169510637 (800)275-8777 2018 11:49 AM Product Sale Final Description Qty Price (PstCd) 8 \$280.00 Seashells (Unit Price:\$35.00) Total \$280.00 Credit Card Remitd \$280.00 (Card Name:AMEX) (Account #:XXXXXXXXXXXX2003) (Approval #:883645) .(Transaction #:410) (Entry Mode:Chip) (AID:A000000025010801) (Application Label:AMERICAN EXPRESS) (PIN:PIN Not Required) (Cryptogram:E1862D3D767B5608) (ARC:00) (CVR:1E0300) (IAD:06720103602002) (TSI:F800) (TVR:000008000) Preview your Mail Track your Packages Sign up for FREE www.informeddelivery.com All sales final on stamps and postage Refunds for guaranteed services only Thank you for your business HELP US SERVE YOU BETTER TELL US ABOUT YOUR RECENT POSTAL EXPERIENCE Go to: λ, https://postalexperience.com/Pcs 840~5320~0069~004~00018-90285-01 or scan this code with your mobile device: or call 1-800-410-7420. YOUR OPINION COUNTS

200 1 10

Attachment 2

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this <u>8</u> day of <u>February</u>, <u>2018</u>, by and between **WILLDAN FINANCIAL SERVICES ("WFS")**, a corporation, and the **North Peninsula Utility Corporation**, hereinafter referred to as "Client."

WHEREAS, Client desires to employ WFS to furnish ongoing professional services in connection with preparation of the Florida Public Service Commission Annual Report for the Year Ending December 31, 2017, hereinafter referred to as the "Project."

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

SECTION I – BASIC SERVICES

WFS shall provide to the Client the basic services described in detail in "Exhibit A," Scope of Services, attached hereto and incorporated herein by this reference.

SECTION II - ADDITIONAL SERVICES

If authorized, WFS shall furnish additional services, which are in addition to the basic services. To the extent that the additional services have been identified in this Agreement, they are itemized in "Exhibit A" and will be paid for by Client as indicated in Section III hereof. As further additional services are requested by Client, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule and the compensation for such services.

SECTION III - COMPENSATION

WFS shall be compensated for basic services rendered under Section I, as in accordance with the terms and conditions indicated in "Exhibit B," Fees for Services; and WFS will be compensated for any additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then WFS shall be compensated at its then-prevailing hourly rates for such additional services.

WFS may submit monthly statements for basic and additional services rendered. It is intended that Client will make payments to WFS within thirty (30) days of invoice. All invoices not paid within thirty (30) days shall bear interest at the rate of one and one-half (1½) percent per month or the then-legal rate allowed.

SECTION IV - INDEMNITY; INSURANCE REQUIRED

A. Indemnity. WFS shall indemnify and hold harmless Client, its officers, officials, directors, employees, designated agents, and appointed volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, to the extent caused in whole or in part by the negligent acts, errors, or omissions of WFS, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence or willful misconduct of Client or Client's officers, agents, or employees.

The parties shall cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable efforts to mitigate any such claim, liability or loss. Neither party shall have an obligation to indemnify the other party for any losses to the extent they are caused, contributed to or exacerbated by the actions or failure to act of the indemnified party, including without limitation, the failure to take actions to mitigate such losses.

B. **Insurance.** Without in any way limiting WFS' liability pursuant to the indemnification described above, WFS shall maintain, during the term of this contract, the following insurance:

Coverage	Minimum Limits
General Liability Comprehensive General Liability, including: Premises and Operations Contractual Liability Personal Injury Liability Independent Contractors Liability (if applicable)	\$1,000,000 Combined Single Limit, per occurrence and general aggregate
Automobile Liability Comprehensive Automobile Liability (including owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per occurrence
Workers' Compensation and Employer's Liability Workers' Compensation Insurance Employer's Liability	Statutory, \$1,000,000
Professional Liability Professional Liability Insurance	\$1,000,000 per claim and annual aggregate
Willdon Financial Comisso	Dema 0

SECTION V - INDEPENDENT CONTRACTOR STATUS

WFS shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

SECTION VI – OWNERSHIP AND MAINTENANCE OF DOCUMENTS

WFS may rely upon the accuracy of any documents provided to WFS by Client. All documents, including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by WFS pursuant to this Agreement, regardless of media (e.g., paper, electronic, magnetic, optical, Mylar, etc), are instruments of WFS' services in respect to this Project and not products. All such documents shall remain the property of WFS provided, however, that a copy of the final documents shall be made available to Client upon request. These documents are not intended, nor represented to be suitable for reuse by Client or any others on extensions of this Project or on any other project. These documents shall not be changed or reused without the prior written consent of WFS. Any modification or reuse without specific written verification and adoption by WFS for the specific purposes intended will be at user's sole risk. Client agrees to save, keep and hold harmless WFS from all damages, costs or expenses in law and equity including costs of suit and attorneys' fees resulting from such unauthorized reuse. Client further agrees to compensate WFS for any time spent or expenses incurred by WFS in defense of any such claim, in accordance with WFS' prevailing fee schedule.

Client acknowledges that its right to utilize the services and instruments of services of WFS will continue only so long as Client is not in default of the terms and conditions of this Agreement and Client has performed all obligations under this Agreement. Client further acknowledges that WFS has the unrestricted right to use the services provided pursuant to this Agreement, as well as to all instruments of service provided pursuant to this Agreement.

Client agrees not to use or permit any other person to use any instruments of service prepared by WFS, which are not final and which WFS does not sign. Client agrees to be liable for any such use of non-final instruments of service not signed, stamped or sealed by WFS and waives liability against WFS for their use.

WFS shall be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, studies, plans and specifications provided by Client or by Client's attorney(s), engineer(s), accountant(s), consultant(s) or employee(s) to Consultant. Client shall make no claim against WFS alleging that WFS should not have relied upon such information provided by Client to WFS.

WFS' records, documents, calculations, test information and all other instruments of service shall be

kept on file in legible form for a period of not less than two (2) years after completion of the services covered in this Agreement.

SECTION VII – SUSPENSION OF SERVICES

Client may, at any time, by thirty (30) days' written notice, suspend further performance by WFS. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and WFS shall be paid for all services performed and reimbursable expenses incurred prior to the suspensions date.

SECTION VIII – TERMINATION

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party of such termination. If this Agreement is terminated as provided herein, WFS will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of WFS covered by this Agreement, less payments of compensation previously made.

SECTION IX - COMPLIANCE WITH LAW

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

SECTION X - SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the parties; but either party, without written consent of the other party, shall not assign it.

SECTION XI – ATTORNEYS' FEES

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys' fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

SECTION XII – ALTERNATIVE DISPUTE RESOLUTION

If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

A. A meeting shall be held promptly between the parties, attended by individuals with decisionmaking authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

B. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a

resolution of the dispute, they will jointly appoint a mutually-acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within forty (40) days from the initial meeting. The parties shall share the fees of the neutral equally.

C. In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than sixty (60) days after selection of the neutral) if the parties have been unable to agree on any of such matters within twenty (20) days after initial consultation with the neutral.

D. The parties agree to participate in good faith in the ADR to its conclusion, as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

SECTION XIII – RECORDS

Records of WFS' direct labor costs, payroll costs, and reimbursable expenses pertaining to the Project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

WFS' records will be available for examination and audit if and as required.

SECTION XIV – MISCELLANEOUS PROVISIONS

This Agreement is subject to the following special provisions:

A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.

B. This Agreement shall be interpreted as though prepared by both parties.

C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

D. This Agreement shall be interpreted under the laws of the State of Florida.

E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement.

F. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

G. WFS shall not be liable for damages resulting from the actions or inactions of governmental

agencies, including, but not limited to: permit processing, environmental impact reports, dedications, General Plans, and amendments thereto; zoning matters, annexations, or consolidations; use or Conditional Use Permits; project or plan approvals; and building permits.

H. WFS' waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition, or covenant.

I. Client acknowledges that WFS is not responsible for the performance of services by third parties, provided that said WFS has not retained third parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions above stated, as of the day and year first above written.

WILLDAN FINANCIAL SERVICES

NORTH PENINSULA UTILITY CORPORATION

N By: MoGarvey Title: Vice President, Managing Principal Address: 200 South Orange Avenue, Suite 1550 Orlando, FL 32801

	\square
By:	(Stal

	Robert Hillman
Title:	Vice President
Address:	115 E Granada Blvd, Suite 12
	Ormond Beach, FL 32175

Exhibit A

SCOPE OF SERVICES

WFS will perform the following services:

- Prepare the Annual Report for the Year Ended December 31, 2017 in an Excel compatible format for submission to the Florida Public Service Commission (FPSC).
- Coordinate with Utility staff to prepare and submit the required Annual Report paperwork and copies to the FPSC.
- Prepare any necessary true-up journal entries to be posted by the Utility to its accounting records.
- Prepare any necessary monthly journal entries including those for depreciation and amortization expense.
- Prepare Annual Indexing application and file with the FPSC.

North Peninsula Utility Corporation acknowledges that WFS is relying upon the accuracy of the information provided by the Utility or their designees and that WFS shall not be liable for any inaccuracies contained therein.

Exhibit B

FEES FOR SERVICES

FPSC Annual Report for the Year Ended December 31, 2017

Willdan Financial Services is proposing to provide the service listed in Exhibit A for a lump sum fee of Two Thousand Four Hundred Dollars (\$2,400), including reimbursable expenses. Additional services may be provided based on the hourly rate schedule included at the end of this Exhibit.

Hourly Rates

Additional authorized services will be billed at WFS' then-current hourly consulting rates. Our current hourly rates are presented below.

Title	Hourly Rate
Group Manager	\$ 200
Principal Consultant	180
Senior Project Manager	155
Project Manager	135
Senior Project Analyst	120
Senior Analyst	110
Analyst	90
Analyst Assistant	75
Property Owner Services Representative	50
Support Staff	50

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 17 day of January 2019, by and between **WILLDAN FINANCIAL SERVICES ("WFS")**, a corporation, and the **North Peninsula Utility Corporation**, hereinafter referred to as "Client."

WHEREAS, Client desires to employ WFS to furnish ongoing professional services in connection with preparation of the Florida Public Service Commission Annual Report for the Year Ending December 31, 2018, hereinafter referred to as the "Project."

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

SECTION I - BASIC SERVICES

WFS shall provide to the Client the basic services described in detail in "Exhibit A," Scope of Services, attached hereto and incorporated herein by this reference.

SECTION II - ADDITIONAL SERVICES

If authorized, WFS shall furnish additional services, which are in addition to the basic services. To the extent that the additional services have been identified in this Agreement, they are itemized in "Exhibit A" and will be paid for by Client as indicated in Section III hereof. As further additional services are requested by Client, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule and the compensation for such services.

SECTION III - COMPENSATION

WFS shall be compensated for basic services rendered under Section I, as in accordance with the terms and conditions indicated in "Exhibit B," Fees for Services; and WFS will be compensated for any additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then WFS shall be compensated at its then-prevailing hourly rates for such additional services.

WFS may submit monthly statements for basic and additional services rendered. It is intended that Client will make payments to WFS within thirty (30) days of invoice. All invoices not paid within thirty (30) days shall bear interest at the rate of one and one-half (1½) percent per month or the then-legal rate allowed.

SECTION IV - INDEMNITY; INSURANCE REQUIRED

Α. Indemnity. WFS shall indemnify and hold harmless Client, its officers, officials, directors, employees, designated agents, and appointed volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, to the extent caused in whole or in part by the negligent acts, errors, or omissions of WFS, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence or willful misconduct of Client or Client's officers, agents, or employees.

The parties shall cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable efforts to mitigate any such claim, liability or loss. Neither party shall have an obligation to indemnify the other party for any losses to the extent they are caused, contributed to or exacerbated by the actions or failure to act of the indemnified party, including without limitation, the failure to take actions to mitigate such losses.

Β. Insurance. Without in any way limiting WFS' liability pursuant to the indemnification described above, WFS shall maintain, during the term of this contract, the following insurance:

Coverage	Minimum Limits
General Liability Comprehensive General Liability, including: Premises and Operations Contractual Liability Personal Injury Liability Independent Contractors Liability (if applicable)	\$1,000,000 Combined Single Limit, per occurrence and general aggregate
Automobile Liability Comprehensive Automobile Liability (including owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per occurrence
Workers' Compensation and Employer's Liability Workers' Compensation Insurance Employer's Liability	Statutory, \$1,000,000
Professional Liability Professional Liability Insurance	\$1,000,000 per claim and annual aggregate
Willdan Financial Services	Page 2 North Peninsula Utility Corporation

SECTION V - INDEPENDENT CONTRACTOR STATUS

WFS shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

SECTION VI - OWNERSHIP AND MAINTENANCE OF DOCUMENTS

WFS may rely upon the accuracy of any documents provided to WFS by Client. All documents, including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by WFS pursuant to this Agreement, regardless of media (e.g., paper, electronic, magnetic, optical, Mylar, etc), are instruments of WFS' services in respect to this Project and not products. All such documents shall remain the property of WFS provided, however, that a copy of the final documents shall be made available to Client upon request. These documents are not intended, nor represented to be suitable for reuse by Client or any others on extensions of this Project or on any other project. These documents shall not be changed or reused without the prior written consent of WFS. Any modification or reuse without specific written verification and adoption by WFS for the specific purposes intended will be at user's sole risk. Client agrees to save, keep and hold harmless WFS from all damages, costs or expenses in law and equity including costs of suit and attorneys' fees resulting from such unauthorized reuse. Client further agrees to compensate WFS for any time spent or expenses incurred by WFS in defense of any such claim, in accordance with WFS' prevailing fee schedule.

Client acknowledges that its right to utilize the services and instruments of services of WFS will continue only so long as Client is not in default of the terms and conditions of this Agreement and Client has performed all obligations under this Agreement. Client further acknowledges that WFS has the unrestricted right to use the services provided pursuant to this Agreement, as well as to all instruments of service provided pursuant to this Agreement.

Client agrees not to use or permit any other person to use any instruments of service prepared by WFS, which are not final and which WFS does not sign. Client agrees to be liable for any such use of non-final instruments of service not signed, stamped or sealed by WFS and waives liability against WFS for their use.

WFS shall be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, studies, plans and specifications provided by Client or by Client's attorney(s), engineer(s), accountant(s), consultant(s) or employee(s) to Consultant. Client shall make no claim against WFS alleging that WFS should not have relied upon such information provided by Client to WFS.

WFS' records, documents, calculations, test information and all other instruments of service shall be

kept on file in legible form for a period of not less than two (2) years after completion of the services covered in this Agreement.

SECTION VII - SUSPENSION OF SERVICES

Client may, at any time, by thirty (30) days' written notice, suspend further performance by WFS. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and WFS shall be paid for all services performed and reimbursable expenses incurred prior to the suspensions date.

SECTION VIII – TERMINATION

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party of such termination. If this Agreement is terminated as provided herein, WFS will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of WFS covered by this Agreement, less payments of compensation previously made.

SECTION IX - COMPLIANCE WITH LAW

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

SECTION X - SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the parties; but either party, without written consent of the other party, shall not assign it.

SECTION XI - ATTORNEYS' FEES

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys' fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

SECTION XII – ALTERNATIVE DISPUTE RESOLUTION

If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

A. A meeting shall be held promptly between the parties, attended by individuals with decisionmaking authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

B. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a

resolution of the dispute, they will jointly appoint a mutually-acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within forty (40) days from the initial meeting. The parties shall share the fees of the neutral equally.

C. In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than sixty (60) days after selection of the neutral) if the parties have been unable to agree on any of such matters within twenty (20) days after initial consultation with the neutral.

D. The parties agree to participate in good faith in the ADR to its conclusion, as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

SECTION XIII – RECORDS

Records of WFS' direct labor costs, payroll costs, and reimbursable expenses pertaining to the Project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

WFS' records will be available for examination and audit if and as required.

SECTION XIV – MISCELLANEOUS PROVISIONS

This Agreement is subject to the following special provisions:

A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.

B. This Agreement shall be interpreted as though prepared by both parties.

C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

D. This Agreement shall be interpreted under the laws of the State of Florida.

E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement.

F. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

G. WFS shall not be liable for damages resulting from the actions or inactions of governmental

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Willdan Financial Services
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agencies, including, but not limited to: permit processing, environmental impact reports, dedications, General Plans, and amendments thereto; zoning matters, annexations, or consolidations; use or Conditional Use Permits; project or plan approvals; and building permits.

H. WFS' waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition, or covenant.

I. Client acknowledges that WFS is not responsible for the performance of services by third parties, provided that said WFS has not retained third parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions above stated, as of the day and year first above written.

WILLDAN FINANCIAL SERVICES

By: erf MdGarvev Vice President, Managing Principal Title: Address: 200 South Orange Avenue, Suite 1550

Orlando, FL 32801

NORTH PENINSULA UTILITY CORPORATION

By:

	Robert Hillman
Title:	Vice President
Address:	115 E Granada Blvd, Suite 12
	Ormond Beach, FL 32175

Exhibit A

SCOPE OF SERVICES

WFS will perform the following services:

- Prepare the Annual Report for the Year Ended December 31, 2018 in an Excel compatible format for submission to the Florida Public Service Commission (FPSC).
- Coordinate with Utility staff to prepare and submit the required Annual Report paperwork and copies to the FPSC.
- Prepare any necessary true-up journal entries to be posted by the Utility to its accounting records.
- Prepare any necessary monthly journal entries including those for depreciation and amortization expense.
- Prepare Annual Indexing application and file with the FPSC.

North Peninsula Utility Corporation acknowledges that WFS is relying upon the accuracy of the information provided by the Utility or their designees and that WFS shall not be liable for any inaccuracies contained therein.

Exhibit B

FEES FOR SERVICES

FPSC Annual Report for the Year Ended December 31, 2018

Willdan Financial Services is proposing to provide the service listed in Exhibit A for a lump sum fee of Two Thousand Four Hundred Dollars (\$2,400), including reimbursable expenses. Additional services may be provided based on the hourly rate schedule included at the end of this Exhibit.

Hourly Rates

Additional authorized services will be billed at WFS' then-current hourly consulting rates. Our current hourly rates are presented below.

Title	Hourly Rate
Group Manager	\$ 200
Principal Consultant	180
Senior Project Manager	155
Project Manager	135
Senior Project Analyst	120
Senior Analyst	110
Analyst	90
Analyst Assistant	75
Property Owner Services Representative	50
Support Staff	50

Attachment 3

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT, made this 1st day of January, 1997 by and between North Peninsula Utilities Corporation, a corporation organized and existing under the law of Florida, (hereinafter called the "Utility") and Peninsula Management, Inc., a corporation organized and existing under the laws of Florida, (hereinafter called the "Manager"):

WHEREAS, the Utility is charged with the responsibility to provide sewer service to its certificated territory in Volusia County, Florida, pursuant to Certificate 249-S issued by the Florida Public Service Commission; and

WHEREAS, the Utility desires to contract with Manager such that Manager will provide the services with which Utility is charged, with responsibility in an efficient and professional manner to the benefit of the Utility and its customers; and

WHEREAS, Manager is fully capable and desirous of providing such management services to the Utility under the terms and conditions set forth herein; and

WHEREAS, Utility has contracted with Wetherell Treatment to provide on-site operations and maintenance. Manager will accept the responsibility to oversee and manage that contract. Items listed as Wetherell Treatment responsibilities pursuant to that contract are specifically excluded from Manager's duties under this Agreement. However, this in no way limits Managers's capability to perform and be compensated for those duties.

NOW, THEREFORE, for and in consideration of the premises and the sum of Ten Dollars and 00 Cents (\$10.00) and other good and valuable considerations exchanged between the parties hereto the receipt of which is acknowledged, the parties hereby warrant, covenant and agree as follows:

1. <u>EXCLUSIVE AGENCY</u>. Peninsula Management, Inc. agrees to be the Manager of the Utility pursuant to the terms and conditions hereinafter provided.

 <u>TERM</u>. This Agreement shall remain in full force and effect from January 1, 1997 through December 31, 1997 and is automatically renewable for successive one (1) year terms unless cancelled by either party upon written notice given to the others at least ninety (90) days prior to the effective date of the termination.

3. <u>APPOINTMENT OF MANAGER</u>. In order to provide for centralized management of the system, the parties hereto acknowledge and agree that Manager shall act as, and is hereby appointed by Utility as, the manager of the system. Manager is a Florida corporation and shall have the right to subcontract for portions of the services described herein. Manager shall manage the System using its discretion in discharging the duties described herein. However, all work performed by Manager will be done in accordance with the provisions of this Agreement and subject to Utility's continuing right of inspection.

4. MANAGER'S DUTIES. The Manager shall be responsible for the maintenance and operation of the Utility's facilities and infrastructure and such other duties and responsibilities from time to time as may be assigned by the Utility including, but not limited to, those which may be required by applicable law. The cost of all maintenance and operations to be borne by the Utility.

The Manager shall also provide consultation, advice, guidance and managerial services to the Utility as required by it, Managerial services include, but are not strictly limited to, the following:

a) Employment and supervision of all individuals or companies hired or contracted with for the performance of any duties or services to, or for, Utility. The cost of any employees or subcontractors to perform Managers' duties shall be borne by the Manager.

b) Purchasing, leasing, contracting or otherwise arranging services, supplies, equipment, vehicles, maintenance agreements, bonds or materials necessary to maintain, preserve and repair any property under management. Cost of which to be borne by the Utility.

c) Oversee day-to-day accounting services and the maintenance of proper accounting records as required by the statutes, Administrative Code Rules and policies of the Florida Public Service Commission. The cost of all accounting services to be borne by the Utility.

d) Obtain and maintain all required licenses and permits and the name of the Utility at Utility's expense.

✓ e) Supervise and manage all construction, repairs and emergency situations...

f) Correspond and meet with City, County, State and Federal Agencies concerning utility matters, in the name of the Utility.

g) Provide administrative services, such as word processing, corporate correspondence and other computer services in performance of its management services.

 \checkmark h) Provide budgets and cash flow projection.

i) Provide customer service, other than billing, in the name of the Utility.

j) Analyze, monitor and plan for the future needs of the Utility, reservation of capacity, effluent disposal, changes in regulation, and inventory and equipment requirements.

5. EXCLUSIONS FROM MANAGER'S DUTIES AND RESPONSIBILITY.

Manager's duties and responsibilities as Manager, except for the furnishing of such data as may be available to Manager, and unless otherwise agreed upon, shall specifically exclude the following:

 a) Services required to be performed by outside professionals, including but not limited to public accountants, rate case consultants, professional engineers, surveyors, attorneys, computer programmers, outside laboratory, real estate brokerage or related professional services.

b) Preparation of rate case applications and applications to extend certificated territories.

 c) Liability insurance covering Utility's property and the actions of Utility's employees, vendors or subcontractors.

d) Execution of legal documents or payment of any license, filing, recording or application fees on behalf of Utility.

e) Negotiations for new financing for Utility.

f) Cost of checks, purchase orders, stationary and other pre-printed forms including utility bills which specifically bear the name of Utility..

g) Bad debt expense applicable to Utility's customers.

h) Loss or damage, consequential or direct, arising from the operation of, or failure of the System, or any portion thereof, or for the failure of manufacturers to honor warranties, obsolescence, oxidation or corrosion, pollution, contamination or fire, unless such loss or damage is the result of or caused by an act or omission of the Manager in the performance of its obligations pursuant to this Agreement.

i) The replacement or replacement cost of any portion of the System or of its equipment. Manager reserves the right to Advise Utility when its equipment is obsolete and non-repairable, and which requires replacement; however, Utility will make the final decision as to when and if said equipment is to be replaced.

6. MANAGER'S COMPENSATION. The Utility agrees to pay a Management Fee of \$9.34 per connected sewer customer per month. As of 01/01/97, said fee equates to \$4,548.00 per month for 487 connections. This fee shall be adjusted monthly based on new connections and disconnects. In addition to the Management Fee the Utility shall pay all reasonable costs and expenses incurred by Manager in the performance of its duties (including but not limited to reasonable attorneys' fees and all costs of utilizing Manager's own employees, seminars, dues and subscriptions, travel, office supplies or other materials). Manager shall be entitled to withdraw from the revenues of the Utility system the adjusted Management Fee monthly plus have the Utility pay direct or reimburse Manager the other expenses as billed. Such reimbursement shall be in addition to and not a part of the cost of providing the services described herein. In the event that the revenues of the Utility's system are insufficient to meet the expenses of operating the system and the Manager's fee, Utility shall advance its own funds to make up such short falls.

7. REIMBURSEMENT FOR ADDITIONAL SERVICES AND EXTRAORDINARY

<u>COSTS</u>. In the event Utility requests Manager to undertake any services not reasonably incurred as included in this Agreement, Manager shall be entitled to receive additional reimbursement therefore, upon agreement with the Utility in writing and setting forth the terms and conditions and reimbursement for such services. In addition, upon submission of justification and approval of the Utility, Manager shall be entitled to receive a monthly fee in any one month exceeding the above stated amount. Utility shall be obligated to pay or reimburse Manager for any extraordinary cost incurred in the management, operation and maintenance of the Utility's system. The Utility shall have the opportunity to review and approve such extraordinary cost prior to incurring an obligation to pay, which approval shall not be unreasonably withheld. Manager shall advise Utility in writing of the need for such expenditures, the cost, and the system improvements expected from such expenditure. The Utility shall respond with written approval and payment within 30 days of such written notice form Manager of the actual or expected incursion of such extraordinary costs. The above does not apply in emergency cases whereby the Manager shall take whatever action and incur whatever costs necessary to protect life and facilities in an emergency situation, without Utility's prior approval. All such costs shall be paid by Utility as billed.

8. <u>DEVELOPER AGREEMENT</u>. Manager shall have the authority to negotiate Developer Agreements with third party Developers seeking service from Utility's system. Manager shall adopt a standard form Developer Agreement, which form shall be approved for utilization by Utility. All Developer Agreements shall follow that form, except in the case of extraordinary circumstances, in which event any such extraordinary or unusual

Developer Agreement shall be subject to prior approval of the Utility. All Developer Agreements shall be signed by a designated representative of the Utility on its behalf.

9. INSPECTION. Utility shall have the right to conduct inspections of the system's facilities to insure adequate maintenance and operation of the system in compliance with all state and federal laws. Manager shall provide access to the system for Utility's personnel during regular business hours, with 24 hours per day access in case of emergency. Inspections may be made by any of Utility's employees so designated by the Utility. Manager shall identify for Utility in writing and deficiencies noted and reference statute or rule standards being violated, and Manager shall be required to correct any deficiencies so noted as soon as reasonably possible.

10. FORCE MAJEURE. With respect to the matters contemplated by this Agreement, neither party shall be liable or responsible to the other as a result of any injury to property or person, which was caused by force majeure. The term "force majeure" as employed herein shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of any public enemy, wars, blockades, riots, acts of the armed forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts or failures to act by public authorities or acts or failures to act by regulatory authorities.

11. <u>OPERATIONAL INDEMNIFICATIONS</u>. Manager shall indemnify Utility against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Agreement or by conditions created thereby, or based

upon any violation of any statute, ordinance, building code or regulation, and the defense of any such claims or actions. Manager shall also indemnify Utility against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to Manager's employees engaged in performance of this Agreement. Notwithstanding the foregoing, Manager shall not be responsible for resulting injury or harm, absent intentional acts or gross negligence, for the carrying out of specific directives of Utility and Utility shall indemnify Manager for same. The indemnification provided fore herein shall survive termination of this Agreement.

12. <u>FURTHER ASSURANCES</u>. The parties hereto agree to execute any and all further instruments and documents and to take all action as may be reasonably required by either party to effectuate the terms and provisions of this Agreement ant the transactions contemplated herein.

13. <u>GOVERNING LAW</u>. This Agreement shall be governed in its enforcement and construction and interpretation by the laws of the State.

14. <u>LIABILITY</u>. Except as provided for in this Agreement, Manager shall not incur any liability or obligation on account of the Utility without written approval by the Utility.

15. <u>ASSIGNMENT</u>. Manager may assign this Agreement to any of its related companies provided, however, that this Agreement shall not be other wise assigned by Manager without the prior written consent of the Utility.

16. <u>SUCCESSORS</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. <u>NOTICE</u>. When either party decides to give notice to the other, or to make demands, such notice shall be in writing and shall be delivered either by facsimile machine row Certified Mail, Return Receipt Requested, addressed to the party to whom it is or as follows:

2

For Manager:	Robert L. Hillman
	Peninsula Management, Inc.
	P.O. Box 1364
	Ormond Beach, FL 32175
For Utility:	Tyree F. Wilson
	North Peninsula Utilities Corporation
	1460 Oceanshore Blvd.

Ormond Beach, FL 32176

18. <u>TERMINATION</u>. During the 90 day period after notice of termination and before the effective date of any termination, the parties shall account to each other with respect to all pending matters including, but not limited to, work in progress, existing contracts, accounts receivable, accounts payable or other matters notice by the Utility.

19. ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement between the parties and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year firs above written.

Carole Z. aller

NORTH PENINSULA UTILITIES CORP.

By: Tyree F. W ilson

ATTEST

Secretary

Carole L. Tay

PENINSULA MANAGEMENT, INC.

B

OFFICE OVERHEAD AGREEMENT

Pro-rata contribution for overhead and administration shall be \$780.00 per month. Shall include, but not limited to, insurance, electric, secretarial and bookeeping, answering service, and office rent. This shall be reviewed by Board of Directors on an annual basis.

Tyree F. Wilson, President North Peninsula Utilities Corp.

MANAGEMENT AND EMPLOYMENT

AGREEMENT

Pursuant to stockhlders ratification, Robert L. Hillman and Tyree F. Wilson shall receive a fee of \$300.00 each per week. This shall be reviewed by the Board of Directors on an annual basis.

Tyre¢ F. Wilson, President North Peninsula Utilities Corp.

OFFICE OVERHEAD AGREEMENT

Pro-rata contribution for overhead and administration shall be \$1,280.00 per month. Shall include, but not limited to, insurance, electric, secretarial and bookkeeping, answering service, and office rent. This shall be reviewed by Board of Directors on an annual basis.

/Tyree/F. Wilson, President North Peninsula Utilities Corp.

MANAGEMENT AND EMPLOYMENT AGREEMENT January 1, 2003

Pursuant to stockholders ratification, Robert L. Hillman and Tyree F. Wilson shall receive a fee of \$400.00 each week. This shall be reviewed by the Board of Directors on an annual basis.

Tyree F. Wilson, President North Peninsula Utilities Corp.

MANAGEMENT AND EMPLOYMENT

AGREEEMENT

January 2015

Pursuant to stockholders ratification, Robert L Hillman shall receive \$500.00 each week and Tyree F. Wilson shall receive \$250.00 each week. This shall be reviewed by the Board of Directors on an annual basis.

Tyree F. Wilson, President North Peninsula Utilities Corp.

OFFICE OVERHEAD

AGREEEMENT

North Peninsula Utilities Corp. and Peninsula Management, Inc.

January 2015

Pro-rata contribution for overhead and administration shall be \$2,630.00 per month. Shall include, but not limited to, insurance, electric, secretarial and bookkeeping, answering service and office rent. This shall be reviewed by Board of Directors on an annual basis.

Tyree F. Wilson, President

North Peninsula Utilities Corp.

Attachment 4

Overhead and Administration for NPUC – PMI

Contract for Operations of the Utility

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Office Rent: 50%	\$550/month <u>+</u>
Employee:	\$1,080/month <u>+</u>
Office Utilities, Insurance, Supplies, Equipment,	
Accounting, upkeep	\$400/month <u>+</u>
Auto Expense	\$500/month <u>+</u>
Misc.	\$ <u>300</u>
	\$2,830

Management and Employment Agreement for NPUC and R. Hillman and T. Wilson

R. Hillman and T. Wilson

\$800/week - \$3,466/ month

Attachment 5

ADDENDUM TO MANGEMENT AGREEMENT

THIS ADDENDUM TO MANAGEMENT AGEEMENT, made this 1st day of January, 2017 by and between North Peninsula Utilities Corporation, a corporation organized and existing under the law of Florida, (hereinafter called the "Utility") and Peninsula Management, Inc., a corporation organized and existing under the laws of Florida, (hereinafter called the "Manager"):

Agrees to modify page 5 paragraph 6 of this agreement to pay a management fee of \$13.99* per connected sewer customer per month. This fee will be adjusted monthly based upon new connections or disconnects.

All other portions of the management agreement will remain unchanged.

North Peninsula Utilities Corporation

by Tyree F. Wilson, Jr.

Peninsula Management, Inc.

by Robert L. Hillman

* This increase was determined by using the PSC approved index increase from 2016-2017 and computed to a 1.20% rise in fee per customer.

ADDENDUM TO MANGEMENT AGREEMENT

THIS ADDENDUM TO MANAGEMENT AGEEMENT, made this 1st day of January, 2018 by and between North Peninsula Utilities Corporation, a corporation organized and existing under the law of Florida, (hereinafter called the "Utility") and Peninsula Management, Inc., a corporation organized and existing under the laws of Florida, (hereinafter called the "Manager"):

Agrees to modify page 5 paragraph 6 of this agreement to pay a management fee of \$14.18* per connected sewer customer per month. This fee will be adjusted monthly based upon new connections or disconnects.

All other portions of the management agreement will remain unchanged.

North Peninsula Utilities Corporation

ree F. Wilson, Jr.

Peninsula Management, Inc.

by Robert L. Hillman

* This increase was determined by using the PSC approved index increase from 2017-2018 and computed to a 1.40% rise in fee per customer.

Attachment 6

Service Agreement 10/18/17

Mega Construction Inc. (Customer) And North Peninsula Utilities Corp. (Provider)

RE: 3040 John Anderson DR. Ormond Beach FL Sewer Service

Be advised that NPUC agrees to provide sewer service to address listed above subject to the conditions listed below.

Details of plans for equipment and connection to NPUC to be provided prior to work.

Customers may connect to force main or lift station (to be designated by NPUC) by a licensed plumber or septic system provider. An NPUC representative will be present to oversee that connection. Please coordinate with NPUC prior to connection.

A clean out is required on customer's property between the home and point of connection.

All costs of connection to NPUC (Provider) will be borne by the customer.

All maintenance and operational costs to and including that connection point will remain the responsibility of the customer and/or future owners.

Customer will pay NPUC a onetime service availability charge of \$762 and an inspection fee of \$700 prior to hook up for service.

Monthly billing will begin at the completion of hook-up to NPUC service line. At this time the monthly sewer fee is \$33.12 but does change periodically.

This service agreement will remain in effect for all subsequent owners of the property.

North Peninsula Utilities Corp.

Date 10/19/17

Date

Date

SERVICE AVAILABILITY POLICY

1.0 GENERAL POLICY

The terms and conditions of the availability of utility services by the Company are subject to Chapter 25-30, Florida Administrative Code ("F.A.C.").

2.0 AVAILABILITY

The provisions of this policy are available throughout the territory subject to matters of economic feasibility as defined by Rule 25-30.515(7), F.A.C.

3.0 APPLICABILITY

For new customers requesting service, the customer should be required to either install the mains necessary to connect to the Company and donate those lines to the Company, or the Company may extend the required lines and collect a main extension charge based on whether a road crossing and force main are required.

4.0 ON-SITE AND OFF-SITE FACILITIES

On-site and off-site facilities may be provided by the Contributor pursuant to the requirements and specifications of the Company. Any facilities which may be constructed by the Contributor on the Company's side of the Point of Delivery as defined by Rules 25-30.210, (7), F.A.C., shall be conveyed to the Company by a bill of sale together with perpetual right-of-way and easements for necessary maintenance and replacement, and appropriate access to facilities as well as complete as-built plans for all such lines and facilities together with accurate cost records, to include material, labor, engineering, administrative and other related costs establishing the construction costs of all utility facilities, as a condition precedent to their acceptance by the Company and the initiation of service.

5.0 UTILITY INSTALLATIONS

In instances where the Company undertakes the installation of collection lines, in lieu of the develop's installation of such facilities, such installation will be at the cost and expense of the developer in accordance with the Company's approved Service Availability Charges.

6.0 ADVANCE

If the off-site or on-site facilities can serve other areas than those of the Contributor, the Company may require that they be oversized to enable service to be provided to additional territory and that the Contributor advances the cost of such oversized facilities. So much of the cost as exceeds the hydraulic share of the Contributor will be refunded by the Company as refundable advances over a period not to exceed five years, from extension fees paid by other Contributors connecting to the main or mains in accordance with their hydraulic share.

(Continued on Sheet No. 17.1)

TYREE F. WILSON, JR. ISSUING OFFICER

> PRESIDENT TITLE

WS-13-0120

(Continued from Sheet No. 17.0)

7.0 SERVICE AVAILABILITY CHARGES

In addition to the foregoing fees, customer shall pay service availability charges as set forth in the Tariff based upon the estimated wastewater demand consistent with the permitted capacity.

8.0 INSPECTIONS FEES

Engineering plans or designs for, or construction of facilities by a Contributor which are to become a part of Company's system will be subject to review and inspection by the Company. For this service, Pursuant to Rule 25-30.540(7), F.A.C., the Company may charge an inspection and plan review fee based upon the actual cost of the Company for review of plans and inspection of facilities constructed by Contributor or independent contractors for connection with the facilities of the Company. Such inspection fees shall be paid by a Contributor in addition to all other charges above stated, as a condition precedent to service.

9.0 INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the Contributor, Customer, or its plumbing contractor to connect Contributor's or Customer's plumbing installation with the utility system. The Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with the Company's rules governing such connections, as made, is free from leakage.

TYREE F. WILSON, JR. ISSUING OFFICER

PRESIDENT TITLE HELD FOR FUTURE USE

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WS-13-0120

TYREE F. WILSON, JR. ISSUING OFFICER

> PRESIDENT TITLE

SERVICE AVAILABILITY CHARGES

Description	<u>Amount</u>
Main Extension Charge Residential with Road Crossing per ERC(250 gpd) All other per gallon	\$762.00-), \$ 3.05
Residential without Road Crossing per ERC(250 gpd) All others per gallon	\$444.00 \$ 1.78
Force Main (per linear sq. ft.)	\$ 1.25
A 12	

EFFECTIVE DATE - December 23, 2016

TYPE OF FILING - Amendment of Certificate

WS-13-0120

TYREE F. WILSON, JR. ISSUING OFFICER

PRESIDENT TITLE

APPROVED

AUTHORITY NO. WS-13-0120

DOCKET NO. <u>130209-SU</u>

ORDER NO. PSC-16-0522-PAA-SU

EFFECTIVE: December 23, 2016

Greg Shafer

DIRECTOR DIVISION OF ECONOMICS