

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

APPLICATION OF CITIPOWER, LLC FOR (1) AN)	
ADJUSTMENT OF RATES PURSUANT TO 807 KAR 5:076;)	
(2) APPROVAL FOR A CERTIFICATE OF PUBLIC)	CASE NO.
CONVENIENCE AND NECESSITY TO PURCHASE)	2019-00109
PIPELINE AND OTHER RELATED ASSETS; AND)	
APPROVAL OF FINANCING)	

**CITIPOWER, LLC'S RESPONSE TO COMMISSION STAFF'S SECOND REQUEST
FOR INFORMATION ISSUED AUGUST 5, 2019**

Filed: August 19, 2019

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

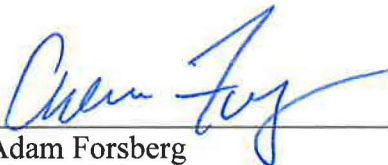
IN THE MATTER OF:

APPLICATION OF CITIPOWER, LLC FOR (1) AN)
ADJUSTMENT OF RATES PURSUANT TO 807 KAR 5:076;)
(2) APPROVAL FOR A CERTIFICATE OF PUBLIC) CASE NO.
CONVENIENCE AND NECESSITY TO PURCHASE) 2019-00109
PIPELINE AND OTHER RELATED ASSETS; AND)
APPROVAL OF FINANCING)


VERIFICATION OF ADAM FORSBERG

STATE OF NORTH CAROLINA)
COUNTY OF GUILFORD)

Adam Forsberg, Chief Financial Officer for CitiEnergy, LLC, being duly sworn, states that he has prepared certain of the following responses of Citipower, LLC, to the data requests issued by the Commission on August 5, 2019 in the above-referenced case and that the matters and things set forth in his responses are true and accurate to the best of his knowledge, information and belief, formed after reasonable inquiry.


Adam Forsberg

Subscribed and sworn to before me on this 12 day of August, 2019.


NOTARY PUBLIC, Notary #
Commission expiration: 12/23/2022



COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

APPLICATION OF CITIPOWER, LLC FOR (1) AN)
ADJUSTMENT OF RATES PURSUANT TO 807 KAR 5:076;)
(2) APPROVAL FOR A CERTIFICATE OF PUBLIC) CASE NO.
CONVENIENCE AND NECESSITY TO PURCHASE) 2019-00109
PIPELINE AND OTHER RELATED ASSETS; AND)
APPROVAL OF FINANCING)


VERIFICATION OF VERNON SMITH

STATE OF KENTUCKY)
)
COUNTY OF JESSAMINE)

Vernon Smith, Operations Manager for Citipower, LLC, being duly sworn, states that he has prepared certain of the following responses of Citipower, LLC, to the data requests issued by the Commission on August 5, 2019 in the above-referenced case and that the matters and things set forth in his responses are true and accurate to the best of his knowledge, information and belief, formed after reasonable inquiry.


Vernon Smith

Subscribed and sworn to before me on this 13th day of August, 2019.

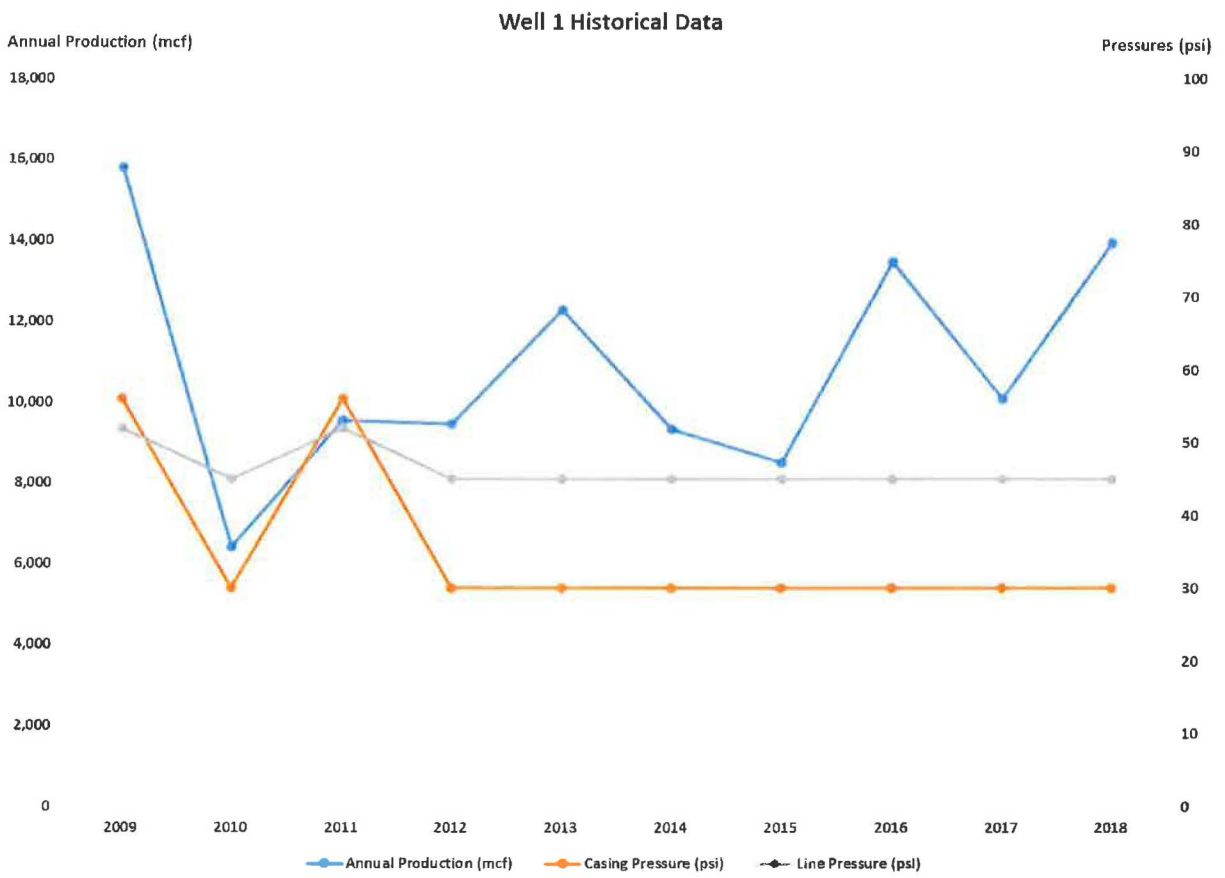

NOTARY PUBLIC, Notary # 557704
Commission expiration: June 12, 2020

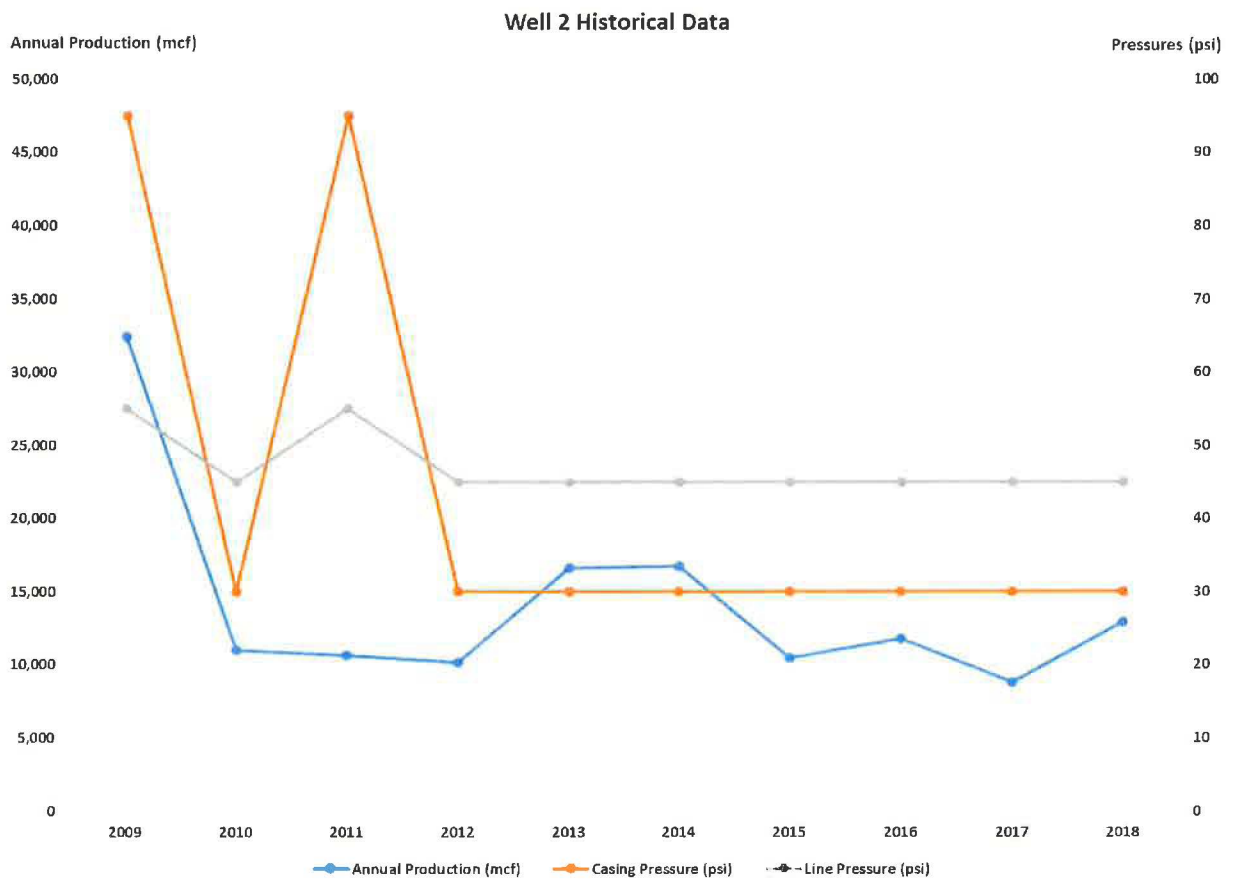
Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

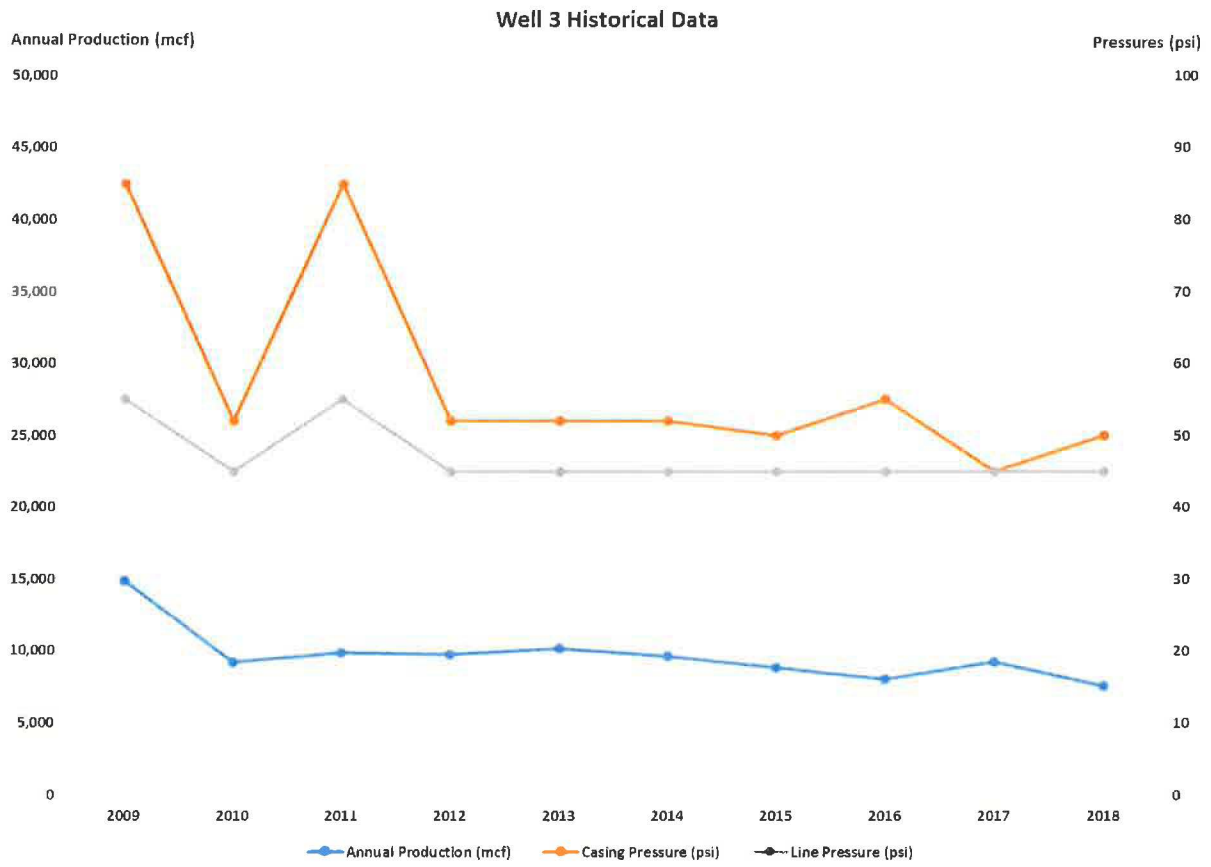
1. Refer to the line graphs produced in response to Commission Staff's First Request for Information (Staff's First Request), Item 1.
 - a. Provide copies of the line graphs in which all of the information at the edge of the graphs is visible (e.g. the annual production (mcf), the years, etc.).
 - b. State whether the annual production represented for each year is the total production for a given 12-month period, and explain how those periods are divided (e.g. does the annual production for 2009 represent the annual production from October 2008 to September 2009).

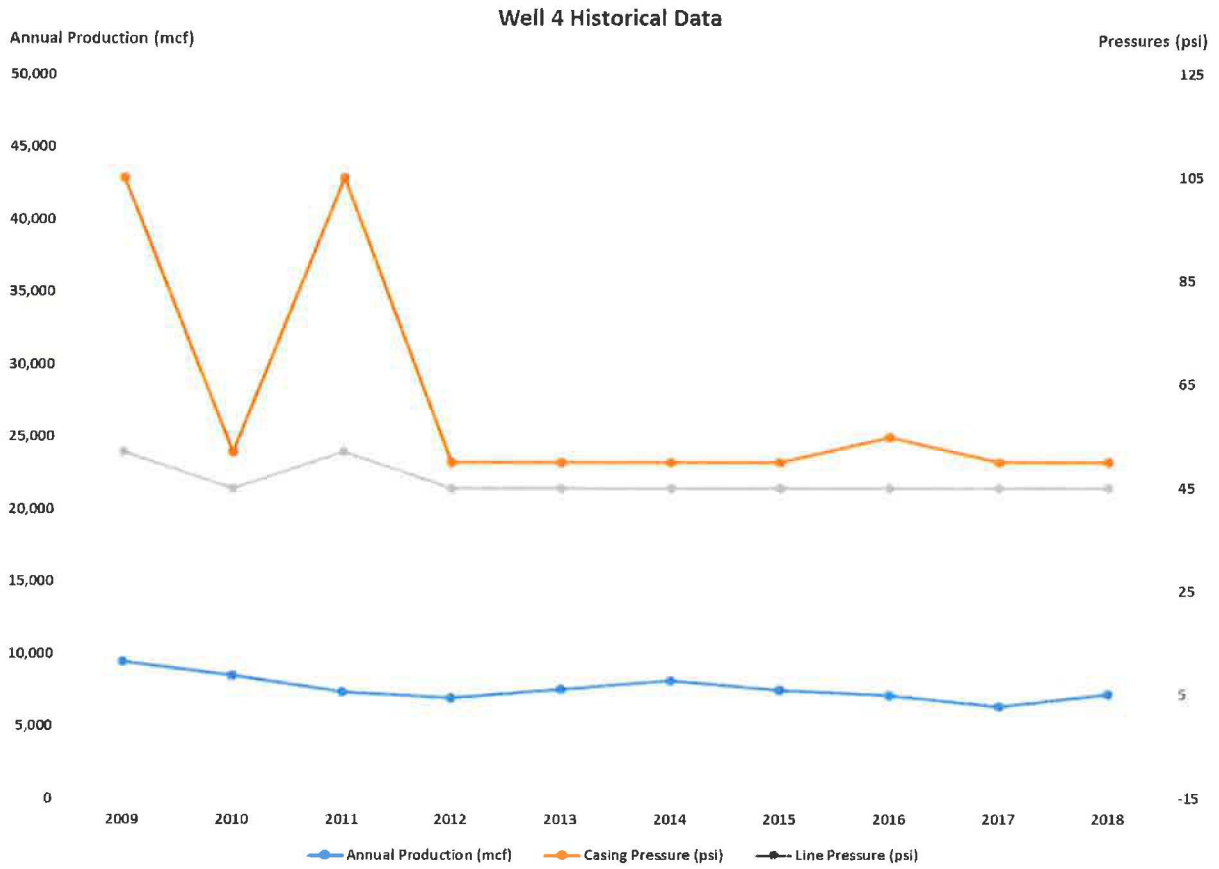
Response:

- a. Please see attached.
- b. The annual production is represented by calendar year (e.g. annual production for any given year represents annual production from January through December of that year).









Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

2. Refer to Citipower's response to Staff's First Request, Item 5(d), in which Citipower stated that when gas is purchased from Citizens Gas Utility (Citizens) that it has to be transported through a pipeline owned by Citigas, LLC (Citigas), which charges a fee to transport the gas to Citipower's distribution lines in Kentucky, and Citipower's response to Staff's First Request, Item 7(a), in which Citipower broke out the "Purchase Cost/Mcf" and the cost per Mcf paid to Citigas as \$2.21.
- a. State whether the column showing the "Purchase Cost/Mcf" represents the amount paid to Citizens, and if not, explain what it represents.
 - b. Explain how the \$2.21 per Mcf fee paid by Citipower to Citigas for the transportation of gas from Citizens was determined, and explain why Citipower contends that the fee is reasonable.
 - c. Provide all contracts and tariffs under which Citipower made payments to Citigas in 2018 related to the transportation of gas from Citizens.
 - d. Describe any oral contracts or agreements under which Citipower made payments to Citigas in 2018 related to the transportation of gas from Citizens.

Response:

- a. Yes, this represents the amount paid to Citizens.
- b. In total, the owners of Citipower spent over \$1.2 Million to construct an 11-mile, 4 inch steel pipeline system in Tennessee which connected its distribution lines in Kentucky to Citizens Gas Utility District. The purpose of constructing the pipeline was to provide Citipower with access to a secondary source of gas supply in the event that local gas supply was unavailable when needed.

In Case Nos. 2004-00101¹ and 2004-00444,² the Kentucky Public Service Commission required Citipower to restructure its assets and place the Tennessee pipeline and related facilities in Tennessee into a newly-formed entity, "Citigas, LLC" without a corresponding rate adjustment to provide any return on investment to the owners.

The fee of \$2.21 per Mcf comes from the total of \$1.96 per Mcf gas marketing fee that was approved by the Commission in Case No. 2005-00319³ plus a \$0.25/Mcf transportation fee; both fees are individually disclosed in the monthly invoices provided to the Commission as part of Citipower's Quarterly Gas Cost Adjustment applications.

¹ *In the Matter of: Citipower, L.L.C. Alleged Failure to Comply with KRS 278.300 and KRS 278.020(1).*

² *In the Matter of: Application of Citipower, LLC for Approval of Reorganization Proposal.*

³ *In the Matter of: Notice of Gas Cost Adjustment Filing of Citipower, LLC.*

Citigas believes the \$2.21 per Mcf tariff to be more than fair to Citipower; for comparison, in order just to have received gross revenues equivalent to an average, annual 10% rate of return on its investment, Citigas would have needed to charge Citipower an average \$29.32 per Mcf during the years of 2016-2018 for the volumes transported through its Tennessee system.

- c. Please see the Quarterly Gas Cost Adjustments on file with the Commission.
- d. Please see the response to Item 2.c. above.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

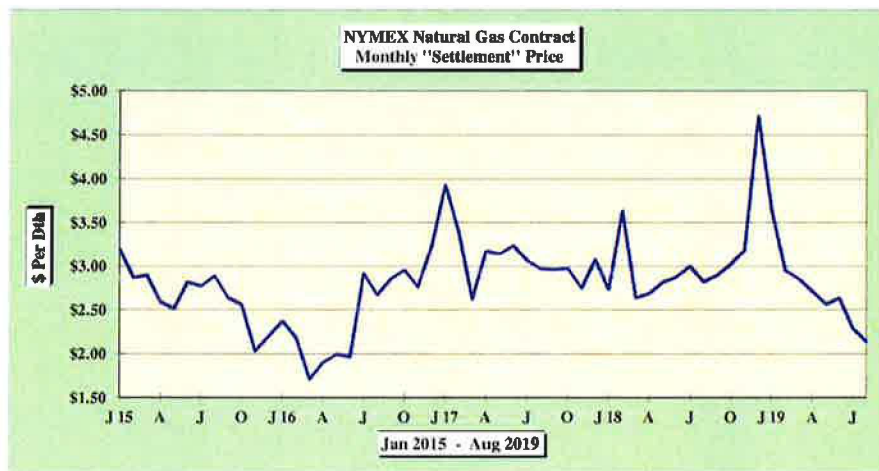
3. Refer to Citipower's response to Staff's First Request, Item 9(a) in which it stated that it expects to be able to purchase gas off the system of Delta Natural Gas, Inc. (Delta), at the monthly NYMEX settlement price plus \$1.25 per Dekatherm (Dth).
 - a. Provide the monthly NYMEX price for each of the last 12 months.
 - b. Explain why Citipower expects that it will be able to purchase gas off Delta's system at the monthly NYMEX settlement price plus \$1.25 Dth. State whether the "monthly NYMEX settlement price plus \$1.25 per Dth" referred to therein includes the cost of the gas and all costs paid to third parties for transportation of the gas from the point of acquisition to the point where the gas would enter the Herbert White pipeline, and if not, identify any additional such costs and explain how they were estimated.

Response:

- a. Please see attached.
- b. Citigas, LLC is currently contracted with a third party under the same terms; the third party has indicated an interest to continue this agreement for base gas supply post-acquisition. Those terms are "to the delivery point," which, in this instance, would be Herbert White's interconnect with Delta.

NYMEX - NATURAL GAS CONTRACT SETTLEMENT PRICE HISTORY

YEAR	Monthly Settlement Price												YR AVG
	IAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
2015	3.189	2.966	2.894	2.690	2.517	2.815	2.773	2.886	2.638	2.563	2.033	2.206	2.664
2016	2.372	2.189	1.711	1.903	1.995	1.963	2.917	2.672	2.853	2.952	2.784	3.232	2.460
2017	3.990	3.391	2.827	3.178	3.142	3.236	3.087	2.989	2.981	2.974	2.752	3.074	3.108
2018	2.798	3.631	2.639	2.691	2.821	2.675	2.986	2.822	2.895	3.021	3.185	4.715	3.086
2019	3.042	2.950	2.855	2.713	2.568	2.633	2.291	2.141					2.724



Source: <http://www.gsfi.net/common/NYMEXSettlementHistory.pdf>, as of 8/6/19

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

4. Refer to Citipower's response to Staff's First Request, Item 10 in which Citipower indicated that it expected the maintenance and operation cost of the new 20 mile pipeline to be about the same as those for the Herbert White pipeline.
 - a. Confirm that the Herbert White pipeline and all associated property Citipower is proposing to purchase includes approximately 34 miles of 6-inch pipe and 35 miles of 4- to 2-inch pipes.
 - b. Explain why Citipower contends that the operation and maintenance expense for Herbert White pipeline, which contains approximately 69 miles of pipe, would be consistent with the operation and maintenance expense for new pipeline containing only 20 miles of pipe.

Response:

- a. Citipower confirms.
- b. While operation and maintenance expenses of pipelines do have some variable expenses with the main cost driver being the miles of pipeline, we do not believe them to be particularly material in this case. Generally speaking, the smaller the pipeline system, the higher the cost (on a per mile basis) it is to operate because of the requisite labor and other fixed costs. Citipower believes that the more material expenses (labor and compression) would be necessary regardless of the mileage difference. Further, should there be any cost savings associated with having a shorter and newer pipeline, it would likely be more than offset by a substantial increase in financing costs because the initial construction costs (easements, materials, and installation) of a new pipeline would be much higher than the cost to acquire the Herbert White pipeline.

As a result, Citipower reasonably contends that the net impact to customers on a newer pipeline would result in higher annual costs.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

5. Refer to Citipower's response to Staff's First Request, Item 11, in which Citipower discussed the pipeline constructed in 2015. Identify where that pipeline is located and what it connects, describe the material from which the pipeline is constructed, explain how that pipeline is currently used, and describe any amounts charged for transmission on that pipeline.

Response:

The pipeline extension, constructed in 2015, is a gas gathering system in Bell County, Kentucky and connects Forexco's wells in Bell County to the Delta system. The extension consists mostly of 8-inch plastic. There are no transmission fees charged since the pipeline is not a transmission pipeline.

Citipower, LLC
Case No. 2019-00109

Commission Staff's Second Request for Information issued August 5, 2019

6. Refer to Citipower's response to Staff's First Request, Item 12(c), in which it stated that the Herbert White pipeline was constructed from "HDPE" pipe, that "HDPE" pipe is expected to last 50 to 100 years, and that the "life of the pipeline should be well in excess of 50 years."
- a. Confirm that "HDPE" pipe as used therein is referring to high-density polyethylene pipe, and if you can not confirm, explain what is meant by "HDPE."
 - b. When Citipower stated that the "life of the pipeline should be well in excess of 50 years," explain whether Citipower was referring to the remaining useful life or the life of the pipeline from the time of construction.
 - c. Explain why in response to Staff's First Request, Item 10(a), Citipower estimated the useful life of a new pipeline as 30 to 50 years but estimated the life of Herbert White pipeline in response to Staff's Request, item 12(c), to be in excess of 50 years.

Response:

- a. Citipower confirms.
- b. This is the useful life from the time of construction.
- c. The estimated life of the Herbert White pipeline was a statement that Champ Oil provided to Citipower. Generally, Citipower agrees that the estimated useful life of a new pipeline can (and likely will) last in excess of 50 years. However, for conservative purposes, Citipower generally estimates a 30 to 50 year useful life. The estimated life is just that, an estimate, which can likely change over time as the pipeline's operating parameters (procedures, maintenance, throughput, quality of gas, etc.) and conditions change.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

7. Refer to the response to Commission Staff's First Request, Item 12, Based on the response, explain why it would not be more prudent to use a useful life of greater than 40 years.

Response:

Citipower does not necessarily disagree with using a useful life greater than 40 years; however, based on its response in 6c, Citipower does not feel an estimated useful life greater than 50 years is any more prudent than an estimated life that is less than 40 years as both are subject to a certain assumption which may or may not occur.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

8. Provide a map showing each of the portions of the Herbert White pipeline that were replaced as described in Citipower's response to Staff's First Request, Item 12(b), and describe the length of those portions that were replaced.

Response:

Please see the attached map which shows 1,500 feet of new 4-inch pipeline near the new Citipower connection and 9,600 feet of new 6-inch pipeline between where old Highway 92 crosses Jellico Creek to Old Jellico Creek Road and 92. Much of this is 2 parallel 6-inch lines for suction and discharge lines to the Jr. Stevens Compressor which will be on the opposite side of the new Highway 92. Although the map appears to be cut off, this is the exact copy of what Citipower has received. The map shows the entirety of the replacements along with the Herbert White pipeline and Delta's pipeline.

**ATTACHMENT FOR RESPONSE 8
HAS BEEN UNDER SEAL
PURSUANT TO A MOTION FOR
CONFIDENTIAL TREATMENT**

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

9. Refer to Citipower's response to Staff's First Request, Item 14, in which Citipower indicated that it already has a working knowledge of the pipeline and its integrity.
- a. Provide Citipower's opinion of the conditions of the Herbert White pipeline and its integrity, and explain the basis for its opinion based on its knowledge of the pipeline.
 - b. State whether Citipower anticipates that any significant work will be necessary on the Herbert White pipeline in the next ten years, and if so, describe the work that Citipower expects will be necessary, when Citipower expects that the work will be needed, and the expected cost of the work.

Response:

- a. An affiliate of Citipower transported natural gas through the Herbert White pipeline several years ago to Delta Gas at 50 psi. There were not any operational problems with the pipeline at that time. Based on this knowledge and information provided by Champ Oil, Citipower does not expect any operational problems with the Herbert White pipeline other than routine maintenance. However, as part of its final due diligence, Citipower will require that a pressure test be done on the Herbert White pipeline to confirm its integrity.
- b. It will be necessary to remove or turn around the check valves currently in the Herbert White pipeline that prevents gas loss upstream of a line break. A small compressor at the tie-in on Citipowers' pipeline with the Herbert White pipeline will need to be added as well as the installation of a regulator at the Delta Tap to regulate the pressure put into the Herbert White pipeline will be required in order to move gas from Delta. This work must be completed and at a cost of approximately \$35,600.00.

Witnesses: Adam Forsberg and Vernon Smith

Citipower, LLC
Case No. 2019-00109

Commission Staff's Second Request for Information issued August 5, 2019

10. Refer to Citipower's response to Staff's First Request, Item 17, in which Citipower indicated that it is currently being used as a gas gathering pipeline for delivery into Delta's system.
- a. Identify each person, company, or other entity that is currently using the Herbert White pipeline to transport gas to Delta's system.
 - b. Identify the approximate amount of gas that is transported annually through the Herbert White pipeline to be sold into Delta's system.
 - c. Explain what Citipower anticipates those transporting gas over the Herbert White pipeline will do with their gas when Citipower takes over the pipeline and uses it to transport gas from Delta's system to its system.
 - d. State whether the Herbert White pipeline or any portion thereof is currently subject to the pipeline safety requirements in 49 CFR Part 192.
 - e. Explain in detail whether and why Citipower contends that its purchase or use of the Herbert White pipeline will change its status and subject it to additional safety requirements pursuant to 49 CFR Part 192, and if so, describe any upgrades to the Herbert White pipeline that will be necessary to comply with those additional safety requirements and provide the estimated cost of the same.

Response:

- a. To the best of Citipower's knowledge, Champ Oil is the only entity using the Herbert White pipeline to transport gas to Delta's system.
- b. To the best of Citipower's knowledge, there is approximately 109,500 Mcf being transported annually.
- c. Citipower believes Champ Oil will continue to sell its gas to a third party at Delta; Citipower will account for Champ Oil's gas production entering the Herbert White system and give them appropriate volumetric credit at Delta.
- d. Citipower is unaware if any portion of the Herbert White pipeline is currently subject to the pipeline safety requirements in 49 CFR Part 192.
- e. To the best of Citipower's knowledge of the Herbert White pipeline, Citipower does not believe there are any upgrades that will be necessary to comply with the safety requirements pursuant to 49 CFR Part 192. The Herbert White pipeline will be incorporated into the Citipower system and will be operated with the same standards as Citipower's existing pipelines.

Witnesses: Adam Forsberg and Vernon Smith

Citipower, LLC
Case No. 2019-00109

Commission Staff's Second Request for Information issued August 5, 2019

11. Refer to Citipower's response to Staff's First Request, Item 19, in which it stated that there are currently 19 end users being supplied directly by the Herbert White pipeline.
- a. Describe the 19 end users by customer class and their expected usage.
 - b. If those end users seek to continue to obtain gas from the Herbert White pipeline upon Citipower's purchase of the pipeline, state whether and explain why Citipower contends that the current end users and others that might seek to attach would be entitled to service that complies with the service requirements for utility customers provide in 807 KAR 5:022, and if not, explain the type of service to which they would be entitled.
 - c. Regardless of whether Citipower contends that it would be required to meet the service requirements of 807 KAR 5:022 for customers attached to the Herbert White Pipeline, state whether Citipower would be able to do so without upgrading the pipeline, and if not, describe any upgrades to the Herbert White pipeline that will be necessary to meet those service requirements.

Response:

- a. To the best of Citipower's knowledge, all 19 end-users are residential customers. Citipower has little information on the usage history of these customers; in total, they consumed 120.8 mcf, 146.5 mcf and 5.8 mcf during the months of January, February and August 2016 respectively. Based on this information, like Citipower's current customers, it appears they are using gas for their heat-based needs.
- b. The 19 existing end-users, and others that may seek to attach, will be incorporated into Citipower's system and will become a part of Citipower's customer base. Citipower's system must currently comply with the service requirements for utility customers provided in 807 KAR 5:022.
- c. Citipower believes that based on information provided by Champ Oil and by actually transporting gas through the Herbert White pipeline to Delta a few years ago, the pipeline is of sufficient quality and working condition as not to require upgrades before using it as intended.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

12. Refer to Citipower's response to Staff's First Request, Item 24.
- a. Describe the "Professional Services" invoiced by John Forsberg, the number of hours that John Forsberg worked during each period invoiced, and John Forsberg's rate of pay for the "Professional Services."
 - b. Explain what is meant by the notation "I/C CP" that appears to be handwritten on several of the invoices for services provided by John Forsberg.
 - c. Describe John Forsberg's relationship to Dan Forsberg.

Response:

a.

John Forsberg Services to Citipower

<u>Invoice Date</u>	<u>Professional Services to Citipower</u>	<u>Billed Hours</u>
1/28/2016	Accounts Payable 1099's prepared	3
2/16/2016	Tax Work - Citipower	2
4/1/2016	Citipower PSC Annual Report	18.5
4/18/2016	Citipower PSC Annual Report	3
1/19/2017	Accounts Payable 1099's prepared	4
2/28/2017	Tax Work - Citipower	5
4/21/2017	Citipower PSC Annual Report	28
1/18/2018	Accounts Payable 1099's prepared	4.5

John Forsberg charges \$100/hour for his services, plus reimbursement (at cost) for any third-party charges incurred.

- b. I/C stands for Intercompany and CP stands for Citipower. This refers to an expense allocation.
- c. John Forsberg is the brother of Dan Forsberg. John is a CPA and seasoned tax accountant.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

13. Refer to Citipower's response to Staff's First Request, Item 34.
- a. Confirm that Citipower has no general liability insurance policy. If you can not confirm, provide a copy of the declarations page for any general liability policy under which Citipower contends it has coverage.
 - b. If Citipower has no general liability coverage, explain why.

Response:

- a. Citipower confirms. Our agent is currently testing the market again, but reaffirmed the difficulty in obtaining general liability for Citipower as a standalone entity due to its risk concentration (too few customers).
- b. Citipower used to be able to have general liability insurance through the global bundling of all assets under management (Citipower/Citigas/CitiEnergy/Forexco). When insurance premiums got to be more than what the other entities could afford, Citipower attempted to obtain insurance solely for Citipower but was unable to obtain insurance through our broker who is seasoned in all aspects of the industry. The broker commented that Citipower was viewed as "too risky" in the marketplace because of the risk concentration associated with a relative low number of customers. Citipower is in the process of reaching back out to the marketplace to see if views have since changed.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

14. Refer to the Excel spreadsheet entitled "Response_29_-_2018GL" produced in response to Staff's First Request, Item 29.
- a. Explain what the amounts in lines 2234 through lines 2248 billed by Forexco, Inc., to "REIMBURSE LAUGHLIN FEE" were billed for.
 - b. Explain the nature of the work that R.L. Laughlin & Company, Inc, performs for Citipower and each of its affiliates, and explain specifically and in detail how Citipower allocates those costs between Citipower and each affiliate.
 - c. Explain why Citipower made each payment to Forexco, Inc., shown in lines 7, 37, 55, 59, 94, and 151, and provide the invoices for those amounts if they have not been provided.

Response:

- a. Citipower has a telemetric meter set for the federal prison which is monitored and integrated through R.L. Laughlin & Company, Inc. under Forexco, Inc's account. Forexco receives invoices from Laughlin and allocates the appropriate share of the invoices to Citipower.
- b. The invoices from R.L. Laughlin that were directly billed to Citipower during the period of November 2018 through January 2019 were to repair the telemetric meter that Citipower has for the federal prison and were 100% attributable to Citipower.
- c. Please see the attached checks. The invoices for these payments were previously provided by Citipower in response 25 to Staff's First Request for Information.

Citipower, LLC

Item 14

Pa 0001482

Witness: Adam Forsberg

Forexco, Inc			1/17/18		AMOUNT	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/12/17	Bill	1706497-IN	33.63	33.63		33.63
12/27/17	Bill	20171227	590.38	590.38		590.38
				Check Amount		624.01

CATEGORY	MEMO	TOTAL
131.7 Capital Bank O		624.01

Citipower, LLC

0001482

Forexco, Inc			1/17/18		AMOUNT	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/12/17	Bill	1706497-IN	33.63	33.63		33.63
12/27/17	Bill	20171227	590.38	590.38		590.38
				Check Amount		624.01

CATEGORY	MEMO	TOTAL
131.7 Capital Bank O		624.01

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

Citipower, LLC
2309 W Cone Blvd, Ste 200
Greensboro NC 27408
336-379-0800

CAPITAL BANK
1505 HIGHWOODS BLVD
GREENSBORO, NC 27410

63-1176
670

TAC (174) ADASHI SAKIBESAO 10 22 00 1432 824 01

0001482

1/17/18

MEMO _____

PAY TO THE ORDER OF Forexco, Inc \$ *\$624.01
Six Hundred Twenty-Four and 01/100***** DOLLARS

Forexco, Inc
2122 Enterprise Road
Greensboro, NC 27408



Adam Forsberg

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

Citipower, LLC

Item 14
0001506

Witness: Adam Forsberg

Forexco, Inc			2/6/18		AMOUNT	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/29/17	Bill	1705685-IN	360.00	360.00		360.00
1/12/18	Bill	1800061IN	33.63	33.63		33.63
1/26/18	Bill	20180126	590.38	590.38		590.38
					Check Amount	984.01

CATEGORY	MEMO	TOTAL
131.7 Capital Bank O		984.01

Citipower, LLC

0001506

Forexco, Inc			2/6/18		AMOUNT	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/29/17	Bill	1705685-IN	360.00	360.00		360.00
1/12/18	Bill	1800061IN	33.63	33.63		33.63
1/26/18	Bill	20180126	590.38	590.38		590.38
					Check Amount	984.01

CATEGORY	MEMO	TOTAL
131.7 Capital Bank O		984.01

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

Citipower, LLC
2309 W Cone Blvd, Ste 200
Greensboro NC 27408
336-379-0800

CAPITAL BANK
1505 HIGHWOODS BLVD
GREENSBORO, NC 27410

63-1176
670

TAC (TM) ADMIN SUBSIDIARY OF CITICORP (NY) NY 14 02 07 1508 004 01

0001506

2/6/18

MEMO _____

PAY TO THE ORDER OF Forexco, Inc \$ *\$984.01
 Nine Hundred Eighty-Four and 01/100 ***** DOLLARS

Forexco, Inc
2122 Enterprise Road
Greensboro, NC 27408



Adam Forsberg

DETAILS

Citipower, LLC

Item 14
 Pa 0001521
 Witness: Adam Forsberg

Forexco, Inc		2/26/18	AMOUNT
146 · I/C from Associated Companies:14		I/C	3,327.44
CATEGORY	MEMO	TOTAL	
131.7 Capital Bank O	I/C	3,327.44	

Citipower, LLC

0001521

Forexco, Inc		2/26/18	AMOUNT
146 · I/C from Associated Companies:14		I/C	3,327.44
CATEGORY	MEMO	TOTAL	
131.7 Capital Bank O	I/C	3,327.44	

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

Citipower, LLC

2309 W Cone Blvd, Ste 200
 Greensboro NC 27408
 336-379-0800

CAPITAL BANK
 1505 HIGHWOODS BLVD
 GREENSBORO, NC 27410

63-1176
 670

TAC (TM) ADMIN SERVICES CENTER 00 31 57 1521 3327 44

0001521

2/26/18

MEMO I/C

PAY TO THE ORDER OF Forexco, Inc \$ *\$3,327.44
 Three Thousand Three Hundred Twenty-Seven and 44/100 ***** DOLLARS

Forexco, Inc
 2122 Enterprise Road
 Greensboro, NC 27408



Adam Forsberg

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

Citipower, LLC

Item 14

Pa 0001525

Witness: Adam Forsberg

Forexco, Inc			3/2/18		AMOUNT	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/12/18	Bill	1800437IN	36.12	36.12		36.12
2/23/18	Bill	20180223	590.38	590.38		590.38
				Check Amount		626.50

CATEGORY	MEMO	TOTAL
131.7 Capital Bank O		626.50

Citipower, LLC

0001525

Forexco, Inc			3/2/18		AMOUNT	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/12/18	Bill	1800437IN	36.12	36.12		36.12
2/23/18	Bill	20180223	590.38	590.38		590.38
				Check Amount		626.50

CATEGORY	MEMO	TOTAL
131.7 Capital Bank O		626.50

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

Citipower, LLC
2309 W Cone Blvd, Ste 200
Greensboro NC 27408
336-379-0800

CAPITAL BANK
1505 HIGHWOODS BLVD
GREENSBORO, NC 27410

63-1176
670

TAC (774) ACHN1 34814324 118 52 1525 428 50

0001525

3/2/18

MEMO _____

PAY TO THE ORDER OF Forexco, Inc \$ *\$626.50
Six Hundred Twenty-Six and 50/100***** DOLLARS

Forexco, Inc
2122 Enterprise Road
Greensboro, NC 27408



Adam Forsberg

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

Citipower, LLC

Item 14
 Paid **0001556**

Witness: Adam Forsberg

Forexco, Inc		4/6/18			AMOUNT	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/13/18	Bill	1800889IN	33.95	33.95		33.95
3/16/18	Bill	20180316	2,488.50	2,488.50		2,488.50
3/29/18	Bill	1803150-IN	360.00	360.00		360.00
3/29/18	Bill	1803173-IN	1,995.00	1,995.00		1,995.00
				Check Amount		4,877.45

CATEGORY	MEMO	TOTAL
131.7 Capital Bank O		4,877.45

Citipower, LLC

0001556

Forexco, Inc		4/6/18			AMOUNT	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/13/18	Bill	1800889IN	33.95	33.95		33.95
3/16/18	Bill	20180316	2,488.50	2,488.50		2,488.50
3/29/18	Bill	1803150-IN	360.00	360.00		360.00
3/29/18	Bill	1803173-IN	1,995.00	1,995.00		1,995.00
				Check Amount		4,877.45

CATEGORY	MEMO	TOTAL
131.7 Capital Bank O		4,877.45

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

Citipower, LLC
 2309 W Cone Blvd, Ste 200
 Greensboro NC 27408
 336-379-0800

CAPITAL BANK
 1505 HIGHWOODS BLVD
 GREENSBORO, NC 27410

63-1176
 670

TAC (TWR ADAMI) SABASDA325 2018 04 07 11 07:12 1500 4877 45

0001556

4/6/18

MEMO _____

PAY TO THE ORDER OF Forexco, Inc \$ *\$4,877.45
 Four Thousand Eight Hundred Seventy-Seven and 45/100***** DOLLARS

Forexco, Inc
 2122 Enterprise Road
 Greensboro, NC 27408



Adam R. Forsberg

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES. FOR MORE INFORMATION VISIT US AT WWW.CITIPOWER.COM OR CALL 1-800-379-0800 FOR DETAILS

Citipower, LLC

Item 14
Page 0001602

Witness: Adam Forsberg

Forexco, Inc			7/18/18			AMOUNT	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment	
5/23/18	Bill	1801710-IN	36.36	36.36		36.36	
6/12/18	Bill	1801989-IN	33.90	33.90		33.90	
6/30/18	Bill	1805540-IN	360.00	360.00		360.00	
7/11/18	Bill	1802398-IN	33.92	33.92		33.92	
					Check Amount	464.18	

CATEGORY	MEMO	TOTAL
131.7 Capital Bank O		464.18

Citipower, LLC

0001602

Forexco, Inc			7/18/18			AMOUNT	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment	
5/23/18	Bill	1801710-IN	36.36	36.36		36.36	
6/12/18	Bill	1801989-IN	33.90	33.90		33.90	
6/30/18	Bill	1805540-IN	360.00	360.00		360.00	
7/11/18	Bill	1802398-IN	33.92	33.92		33.92	
					Check Amount	464.18	

CATEGORY	MEMO	TOTAL
131.7 Capital Bank O		464.18

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

Citipower, LLC
2309 W Cone Blvd, Ste 200
Greensboro NC 27408
336-379-0800

CAPITAL BANK
1505 HIGHWOODS BLVD
GREENSBORO, NC 27410

83-1176
670

FAC (TM) ADAM FORSBERG 0001602 11 08 00 1802 464.18

0001602

7/18/18

MEMO _____

PAY TO THE ORDER OF Forexco, Inc \$ *\$464.18
Four Hundred Sixty-Four and 18/100 ***** DOLLARS

Forexco, Inc
2122 Enterprise Road
Greensboro, NC 27408



Adam Forsberg

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

15. Refer to the Excel spreadsheet entitled "Response_29_-_2018GL" produced in response to Staff's First Request, Item 29, in which it shows payments to "Paddock Oil and Gas, Inc."
- a. Describe all work Paddock Oil & Gas, Inc., performs on behalf of Citipower.
 - b. Provide any written agreements between Paddock Oil & Gas, Inc., and Citipower.
 - c. Provide any invoices from Paddock Oil & Gas, Inc., to Citipower for work completed in 2018 and 2019.
 - d. Describe any oral agreement between Paddock Oil & Gas, Inc., and Citipower.
 - e. Explain why Citipower contends that the payments to Paddock Oil & Gas, Inc., are reasonable.

Response:

- a. Please see the response to 13b.(2) in the Citipower Response to Second Request for Information in Case 2017-00160 which was as follows:

Response 13b.(2). The following are some, but not all, of the duties performed by R. Vernon Smith, employee of Paddock Oil & Gas, Inc.: Manage and oversee the day to day operations of the company; work directly with the Office Manager to ensure the daily office functions are carried out and the necessary records are kept, filed and stored; work with the field staff to ensure the daily operations of the company are performed in a safe and competent manner; provide cross training of the staff so each of them can perform all necessary field jobs as needed. The various job duties listed are performed on a regular basis for Citipower, all job duties performed for Citipower are too numerous to list.
- b. There are no written agreements between Paddock Oil & Gas, Inc., and Citipower.
- c. Please see attached.
- d. Paddock Oil and Gas, Inc. is to provide all field management services to Citipower for \$75.00 per hour plus reimbursement (at cost) of any third-party costs incurred.

- e. Please see Citipower's response to Request 13c to Staff's Second Request for Information in Case No. 2017-00160 which was as follows:

Response 13c. No matter the number of customers a utility serves, it takes a certain skill set and expertise to properly manage the assets from both an operational and an administrative perspective. While it may be possible to find qualified, replacement management for a lesser cost, it is highly unlikely that Citipower would be able to do so. Because the skill set and expertise required are so specialized, in order to replace current management, it is envisioned that Citipower would need to look outside the immediate, rural communities and offer compensation in excess of what current management charges.

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018115C

DATE: February 13, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$4,025.00

EXPENSES PER ATTACHED:

\$ 0

TOTAL:

\$4,025.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	13-Feb-18			PAY PERIOD: January 1-15, 2018			
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
1/1/2018	150						150.00
1/2/2018	350						350.00
1/3/2018	300						300.00
1/4/2018	350						350.00
1/5/2018	350						350.00
1/6/2018	150						150.00
1/7/2018	150						150.00
1/8/2018	350						350.00
1/9/2018	300						300.00
1/10/2018	350						350.00
1/11/2018	350						350.00
1/12/2018	300						300.00
1/13/2018	150						150.00
1/14/2018	75						75.00
1/15/2018	350						350.00
				Miles @ .585:		0	0
	\$ 4,025.00	\$ -	\$ -	\$ -		\$ -	4025.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018315C

DATE: March 18, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$3,750.00

EXPENSES PER ATTACHED:

\$ 00.00

TOTAL:

\$3,750.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	18-Mar-18			PAY PERIOD:	March 1-15, 2018		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
3/1/2018	250						250.00
3/2/2018	300						300.00
3/3/2018	75						75.00
3/4/2018	75						75.00
3/5/2018	350						350.00
3/6/2018	350						350.00
3/7/2018	250						250.00
3/8/2018	350						350.00
3/9/2018	300						300.00
3/10/2018	75						75.00
3/11/2018	75						75.00
3/12/2018	300						300.00
3/13/2018	350						350.00
3/14/2018	350						350.00
3/15/2018	300						350.00
				Miles @ .585:		0	0
	\$ 3,750.00	\$ -	\$ -	\$ -		\$ -	3750.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018228C	DATE: March 12, 2018
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$2,975.00
EXPENSES PER ATTACHED:	\$ 00.00
TOTAL:	\$2,975.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	11-Mar-18			PAY PERIOD: February 16-28, 2018			
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
2/16/2018	250						250.00
2/17/2018	75						75.00
2/18/2018	75						75.00
2/19/2018	275						275.00
2/20/2018	350						350.00
2/21/2018	300						300.00
2/22/2018	250						250.00
2/23/2018	300						300.00
2/24/2018	75						75.00
2/25/2018	75						75.00
2/26/2018	350						350.00
2/27/2018	300						300.00
2/28/2018	300						300.00
				Miles @ .585:		0	0
	\$ 2,975.00	\$ -	\$ -	\$ -		\$ -	2975.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018215C

DATE: February 19, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$4,000.00

EXPENSES PER ATTACHED:

\$ -0-

TOTAL:

\$4,000.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	19-Feb-18			PAY PERIOD:	February 1-15, 2018		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
2/1/2018	300						300.00
2/2/2018	350						350.00
2/3/2018	75						75.00
2/4/2018	75						75.00
2/5/2018	350						350.00
2/6/2018	300						300.00
2/7/2018	350						350.00
2/8/2018	300						300.00
2/9/2018	250						250.00
2/10/2018	75						75.00
2/11/2018	300						300.00
2/12/2018	350						350.00
2/13/2018	275						275.00
2/14/2018	300						300.00
2/15/2018	350						350.00
				Miles @ .585:		0	0
	\$ 4,000.00	\$ -	\$ -	\$ -		\$ -	4000.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018131C	DATE: February 14, 2018
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$4,100.00
EXPENSES PER ATTACHED:	\$ -0-
TOTAL:	\$4,100.00

SUBMITTED TO:

CITIPower, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	14-Feb-18			PAY PERIOD: January 16-31, 2018			
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
1/16/2018	350						350.00
1/17/2018	350						350.00
1/18/2018	300						300.00
1/19/2018	350						350.00
1/20/2018	75						75.00
1/21/2018	75						75.00
1/22/2018	350						350.00
1/23/2018	300						300.00
1/24/2018	150						150.00
1/25/2018	350						350.00
1/26/2018	300						300.00
1/27/2018	75						75.00
1/28/2018	75						75.00
1/29/2018	350						350.00
1/30/2018	300						300.00
1/31/2018	350						350.00
				Miles @ .585:		0	0
	\$ 4,100.00	\$ -	\$ -	\$ -		\$ -	4100.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018430C	DATE: May 1, 2018
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$4,100.00
EXPENSES PER ATTACHED:	\$ -0-
TOTAL:	\$4,100.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	1-May-18			PAY PERIOD: April 16-30, 2018			
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
4/16/2018	350						350.00
4/17/2018	350						350.00
4/18/2018	350						350.00
4/19/2018	350						350.00
4/20/2018	350						350.00
4/21/2018	75						75.00
4/22/2018							0.00
4/23/2018	350						350.00
4/24/2018	350						350.00
4/25/2018	350						350.00
4/26/2018	400						400.00
4/27/2018	350						350.00
4/28/2018	75						75.00
4/29/2018							
4/30/2018	400						400.00
					Miles @ .585:	0	0
	\$ 4,100.00	\$ -	\$ -	\$ -		\$ -	4100.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018415C

DATE: April 17, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$3,875.00

EXPENSES PER ATTACHED:

\$.

TOTAL:

\$3,875.00

SUBMITTED TO:

CITIPower, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	17-Apr-18			PAY PERIOD: April 1-15, 2018			
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
4/1/2018	75						75.00
4/2/2018	350						350.00
4/3/2018	350						350.00
4/4/2018	350						350.00
4/5/2018	350						350.00
4/6/2018	350						350.00
4/7/2018	75						75.00
4/8/2018	75						75.00
4/9/2018	350						350.00
4/10/2018	350						350.00
4/11/2018	350						350.00
4/12/2018	350						350.00
4/13/2018	350						350.00
4/14/2018	75						75.00
4/15/2018	75						75.00
					Miles @ .585:	0	0
	\$ 3,875.00	\$ -	\$ -	\$ -		\$ -	3875.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018331C	DATE: April 8, 2018
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$3,975.00
EXPENSES PER ATTACHED:	\$.
TOTAL:	\$3,975.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	8-Apr-18			PAY PERIOD:	March 16-31, 2018		
	CITIPower, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
3/16/2018	350						350.00
3/17/2018	75						75.00
3/18/2018	75						75.00
3/19/2018	300						300.00
3/20/2018	300						300.00
3/21/2018	350						350.00
3/22/2018	300						300.00
3/23/2018	350						350.00
3/24/2018	75						75.00
3/25/2018	75						75.00
3/26/2018	300						300.00
3/27/2018	350						350.00
3/28/2018	300						300.00
3/29/2018	350						200.00
3/30/2018	350						200.00
3/31/2018	75						75.00
				Miles @ .585:		0	0
	\$ 3,975.00	\$ -	\$ -	\$ -		\$ -	3975.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018531C	DATE: June 3, 2018
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$2,000.00
EXPENSES PER ATTACHED:	\$ -0-
TOTAL:	\$2,000.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	3-Jun-18			PAY PERIOD: May 16-31, 2018			
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:	MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS	
5/16/2018	300					300.00	
5/17/2018	150					150.00	
5/18/2018	150					150.00	
5/19/2018						0.00	
5/20/2018						0.00	
5/21/2018	200					200.00	
5/22/2018	150					150.00	
5/23/2018	300					300.00	
5/24/2018	150					150.00	
5/25/2018	150					150.00	
5/26/2018						0.00	
5/27/2018						0.00	
5/28/2018						0.00	
5/29/2018	150					150.00	
5/30/2018	150					150.00	
5/31/2018	150					150.00	
				Miles @ .585:	0	0	
	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	2000.00	
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -			A= Abstract Fees:			
P= Postage:				F= Federal Express:			
T= Turnpike Toll:				S= Supplies:			
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018515C	DATE: May 21, 2018
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$2,000.00
EXPENSES PER ATTACHED:	\$ -0-
TOTAL:	\$2000.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	21-May-18			PAY PERIOD:	May 1-15, 2018		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
5/1/2018	200						200.00
5/2/2018	300						300.00
5/3/2018	150						150.00
5/4/2018	150						150.00
5/5/2018	75						75.00
5/6/2018							0.00
5/7/2018	225						225.00
5/8/2018	150						150.00
5/9/2018	300						300.00
5/10/2018							0.00
5/11/2018	150						150.00
5/12/2018							0.00
5/13/2018							0.00
5/14/2018	150						150.00
5/15/2018	150						150.00
				Miles @ .585:		0	0
	\$ 2,000.00	\$ -	\$ -	\$ -		\$ -	2000.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018630C	DATE: July 2, 2018
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$2,000.00
EXPENSES PER ATTACHED:	\$ 0
TOTAL:	\$2,000.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	2-Jul-18			PAY PERIOD: June 16-30, 2018			
	CITIPower, LLC			PROSPECT NUMBER:			
DATE:	MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS	
6/16/2018	75					75.00	
6/17/2018						0.00	
6/18/2018	200					200.00	
6/19/2018	200					200.00	
6/20/2018	250					250.00	
6/21/2018	200					200.00	
6/22/2018	200					200.00	
6/23/2018	75					75.00	
6/24/2018						0.00	
6/25/2018	150					150.00	
6/26/2018	200					200.00	
6/27/2018	150					150.00	
6/28/2018	100					100.00	
6/29/2018	100					150.00	
6/30/2018	100					150.00	
				Miles @ .585:	0	0	
	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	2000.00	
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018615C	DATE: June 17, 2018
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$2,000.00
EXPENSES PER ATTACHED:	\$ -0-
TOTAL:	\$2,000.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	17-Jun-18			PAY PERIOD:	June 1-15, 2018		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
6/1/2018		200					200.00
6/2/2018		75					75.00
6/3/2018							0.00
6/4/2018		150					150.00
6/5/2018		300					300.00
6/6/2018		150					150.00
6/7/2018		150					150.00
6/8/2018		200					200.00
6/9/2018		75					75.00
6/10/2018							0.00
6/11/2018		150					150.00
6/12/2018		150					150.00
6/13/2018		100					100.00
6/14/2018		150					150.00
6/15/2018		150					150.00
					Miles @ .585:	0	0
	\$ 2,000.00	\$ -	\$ -	\$ -		\$ -	2000.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:		\$ -			A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018715C

DATE: July 18, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$2,000.00

EXPENSES PER ATTACHED:

\$ 0

TOTAL:

\$2,000.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	18-Jul-18			PAY PERIOD:	July 1-15, 2018		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
7/1/2018							0.00
7/2/2018	200						200.00
7/3/2018	200						200.00
7/4/2018							0.00
7/5/2018	250						250.00
7/6/2018	200						200.00
7/7/2018	75						75.00
7/8/2018							0.00
7/9/2018	250						250.00
7/10/2018	200						200.00
7/11/2018	200						200.00
7/12/2018	200						200.00
7/13/2018	150						150.00
7/14/2018	75						75.00
7/15/2018							
					Miles @ .585:	0	0
	\$ 2,000.00	\$ -	\$ -	\$ -		\$ -	2000.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018815C

DATE: August 29, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$2,000.00

EXPENSES PER ATTACHED:

\$ -0-

TOTAL:

\$2,000.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	29-Aug-18			PAY PERIOD:	August 1-15, 2018		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
8/1/2018	200						200.00
8/2/2018	275						275.00
8/3/2018	150						150.00
8/4/2018	75						75.00
8/5/2018							0.00
8/6/2018	200						200.00
8/7/2018	150						150.00
8/8/2018	150						150.00
8/9/2018	150						150.00
8/10/2018	200						200.00
8/11/2018	100						100.00
8/12/2018							0.00
8/13/2018	150						150.00
8/14/2018	100						
8/15/2018	100						
					Miles @ .585:	0	0
	\$ 2,000.00	\$ -	\$ -	\$ -		\$ -	2000.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018731C

DATE: August 1, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$2,000.00

EXPENSES PER ATTACHED:

\$ -0-

TOTAL:

\$2,000.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	1-Aug-18			PAY PERIOD:	July 16-31, 2018		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
7/16/2018	200						200.00
7/17/2018	275						275.00
7/18/2018	150						150.00
7/19/2018	150						150.00
7/20/2018	150						150.00
7/21/2018	75						75.00
7/22/2018							0.00
7/23/2018	150						150.00
7/24/2018	150						150.00
7/25/2018	150						150.00
7/26/2018	200						200.00
7/27/2018	100						100.00
7/28/2018							0.00
7/29/2018							
7/30/2018	100						
7/31/2018	150						
				Miles @ .585:		0	0
	\$ 2,000.00	\$ -	\$ -	\$ -		\$ -	2000.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018915C

DATE: October 5, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$2,000.00

EXPENSES PER ATTACHED:

\$

TOTAL:

\$2,000.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	5-Oct-18			PAY PERIOD:	September 1-15, 2018		
	CITIPower, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
9/1/2018		75					75.00
9/2/2018		75					75.00
9/3/2018							0.00
9/4/2018		300					300.00
9/5/2018		200					200.00
9/6/2018		200					200.00
9/7/2018		200					200.00
9/8/2018		75					75.00
9/9/2018							0.00
9/10/2018		200					200.00
9/11/2018		100					100.00
9/12/2018		100					100.00
9/13/2018		100					100.00
9/14/2018		100					100.00
9/15/2018		275					275.00
					Miles @ .585:	0	0
	\$ 2,000.00	\$ -	\$ -	\$ -		\$ -	2000.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:		\$ -			A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920.2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018831C

DATE: September 3, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$2,000.00

EXPENSES PER ATTACHED:

\$ -0-

TOTAL:

\$2,000.00

SUBMITTED TO:

CITIPOWER, LLC.



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	3-Sep-18			PAY PERIOD:	August 16-31, 2018		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
8/16/2018	150						150.00
8/17/2018	150						275.00
8/18/2018	75						75.00
8/19/2018							0.00
8/20/2018	200						200.00
8/21/2018	150						150.00
8/22/2018	200						200.00
8/23/2018	150						150.00
8/24/2018	150						150.00
8/25/2018	75						75.00
8/26/2018							0.00
8/27/2018	150						150.00
8/28/2018	200						200.00
8/29/2018	150						150.00
8/30/2018	100						100.00
8/31/2018	100						100.00
					Miles @ .585:	0	0
	\$ 2,000.00	\$ -	\$ -	\$ -		\$ -	2000.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920.2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2018930C

DATE: October 7, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$2,000.00

EXPENSES PER ATTACHED:

\$ -0-

TOTAL:

\$2,000.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	7-Oct-18			PAY PERIOD:	September 16-30, 2018		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
9/16/2018							0.00
9/17/2018	150						150.00
9/18/2018	200						200.00
9/19/2018	150						150.00
9/20/2018	100						100.00
9/21/2018	150						150.00
9/22/2018	75						75.00
9/23/2018	75						75.00
9/24/2018	150						150.00
9/25/2018	200						200.00
9/26/2018	150						150.00
9/27/2018	200						200.00
9/28/2018	150						150.00
9/29/2018	100						100.00
9/30/2018	150						150.00
					Miles @ .585:	0	0
	\$ 2,000.00	\$ -	\$ -	\$ -		\$ -	2000.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 20181015C

DATE: November 2, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$2,000.00

EXPENSES PER ATTACHED:

\$ 122.85

TOTAL:

\$2,122.85

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	2-Nov-18			PAY PERIOD:	October 1-15, 2018		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:	MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS	
10/1/2018	150					150.00	
10/2/2018							
10/3/2018						0.00	
10/4/2018	150					150.00	
10/5/2018	150					150.00	
10/6/2018	75					75.00	
10/7/2018	75					75.00	
10/8/2018	150					150.00	
10/9/2018	250				210	250.00	
10/10/2018	200					200.00	
10/11/2018	150					150.00	
10/12/2018	200					200.00	
10/13/2018	75					75.00	
10/14/2018	75					75.00	
10/15/2018	300					300.00	
				Miles @ .585:	210	122.85	
	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 122.85	2122.85	
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
had to drive my personal truck while the CitiPower truck was in the shop							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 20181130C

DATE: December 2, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$2,000.00

EXPENSES PER ATTACHED:

\$ -0-

TOTAL:

\$2,000.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	2-Dec-18			PAY PERIOD:	November 16-30, 2018		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:	MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS	
11/16/2018	200					200.00	
11/17/2018	75					75.00	
11/18/2018						0.00	
11/19/2018	150					150.00	
11/20/2018	300					300.00	
11/21/2018	150					150.00	
11/22/2018						0.00	
11/23/2018	150					150.00	
11/24/2018	75					75.00	
11/25/2018						0.00	
11/26/2018	200					200.00	
11/27/2018	200					200.00	
11/28/2018	150					150.00	
11/29/2018	150					150.00	
11/30/2018	200					200.00	
				Miles @ .585:	0	0	
	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	2000.00	
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -			A= Abstract Fees:			
P= Postage:				F= Federal Express:			
T= Turnpike Toll:				S= Supplies:			
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 20181115C

DATE: December 2, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$2,000.00

EXPENSES PER ATTACHED:

\$ -0-

TOTAL:

\$2,000.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	2-Dec-18			PAY PERIOD:	November 1-15, 2018		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
11/1/2018	200						200.00
11/2/2018	150						150.00
11/3/2018	75						75.00
11/4/2018							0.00
11/5/2018	150						150.00
11/6/2018	150						150.00
11/7/2018	150						150.00
11/8/2018	150						150.00
11/9/2018	100						100.00
11/10/2018	75						75.00
11/11/2018							0.00
11/12/2018	300						300.00
11/13/2018	150						150.00
11/14/2018	150						150.00
11/15/2018	200						200.00
					Miles @ .585:	0	0
	\$ 2,000.00	\$ -	\$ -	\$ -		\$ -	2000.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 20181031C

DATE: November 2, 2018

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$2,000.00

EXPENSES PER ATTACHED:

\$ -0-

TOTAL:

\$2,000.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	2-Nov-18			PAY PERIOD: October 16-31, 2018			
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:	MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS	
10/16/2018	150					150.00	
10/17/2018	150					150.00	
10/18/2018	150					150.00	
10/19/2019	150					150.00	
10/20/2018	75					75.00	
10/21/2018						0.00	
10/22/2018	150					150.00	
10/23/2018	200					200.00	
10/24/2018	150					150.00	
10/25/2018	150					150.00	
10/26/2018	150					150.00	
10/27/2018	75					75.00	
10/28/2018						0.00	
10/29/2018	150					150.00	
10/30/2018	200					200.00	
10/31/2018	100					100.00	
				Miles @ .585:	0	0	
	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	2000.00	
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -			A= Abstract Fees:			
P= Postage:				F= Federal Express:			
T= Turnpike Toll:				S= Supplies:			
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019131C

DATE: February 3, 2019

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$3,000.00

EXPENSES PER ATTACHED:

\$ 23.10

TOTAL:

\$ 3023.10

SUBMITTED TO:

CitiPower, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	3-Feb-19			PAY PERIOD: January 16-31, 2019			
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
1/16/2019	200						200.00
1/17/2019	200						75.00
1/18/2019	200						200.00
1/19/2019	150						150.00
1/20/2019							0.00
1/21/2019	250						250.00
1/22/2019	200	11.8					211.80
1/23/2019	200						200.00
1/24/2019	250						250.00
1/25/2019	200						200.00
1/26/2019	150						150.00
1/27/2019							0.00
1/28/2019	250						250.00
1/29/2019	250	11.3					75.00
1/30/2019	250						75.00
1/31/2019	250						
					Miles @ .585:	0	0
	\$ 3,000.00	\$ 23.10	\$ -	\$ -		\$ -	3023.10
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019115C

DATE: January 30, 2019

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$3,000.00

EXPENSES PER ATTACHED:

\$ 31.10

TOTAL:

\$3,031.10

SUBMITTED TO:

CITIPower, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	30-Jan-19			PAY PERIOD: January 1-15, 2019			
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
1/1/2019	200						200.00
1/2/2019	200	10.25					200.00
1/3/2019	200						200.00
1/4/2019	250						250.00
1/5/2019	200						200.00
1/6/2019	75						75.00
1/7/2019	250						250.00
1/8/2019	300	9.95					309.95
1/9/2019	200						200.00
1/10/2019	225						225.00
1/11/2019	200						200.00
1/12/2019	150						150.00
1/13/2019							0.00
1/14/2019	250						75.00
1/15/2019	300	10.9					75.00
					Miles @ .585:	0	0
	\$ 3,000.00	\$ 31.10	\$ -	\$ -		\$ -	3031.10
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 20181231C	DATE: January 2, 2019
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$2,500.00
EXPENSES PER ATTACHED:	\$ -0-
TOTAL:	\$2,500.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	2-Jan-19			PAY PERIOD:	December 16-31, 2018		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
12/16/2018	75						75.00
12/17/2018	200						200.00
12/18/2018	200						200.00
12/19/2018	250						250.00
12/20/2018	200						200.00
12/21/2018	300						300.00
12/22/2018	75						75.00
12/23/2018							0.00
12/24/2018	200						200.00
12/25/2018							0.00
12/26/2018	200						200.00
12/27/2018	200						200.00
12/28/2017	250						250.00
12/29/2018	75						75.00
12/30/2018	75						75.00
12/31/2018	200						200.00
				Miles @ .585:		0	0
	\$ 2,500.00	\$ -	\$ -	\$ -		\$ -	2500.00
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 20181215C

DATE: January 2, 2019

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$2,500.00

EXPENSES PER ATTACHED:

\$ -0-

TOTAL:

\$2,500.00

SUBMITTED TO:

CITIPOWER, LLC



INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019228C

DATE: March 5, 2019

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$ 3,000.00

EXPENSES PER ATTACHED:

\$ 62.93

TOTAL:

\$ 3,062.00

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	5-Mar-19			PAY PERIOD:	February 16-28, 2019		
	CitiPower, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
2/16/2019	150						150.00
2/17/2019							
2/18/2019	350						350.00
2/19/2019	325						325.00
2/20/2019	350						350.00
2/21/2019	300	10.95					310.95
2/22/2019	350						350.00
2/23/2019	150						150.00
2/24/2019							0.00
2/25/2019	225						225.00
2/26/2019	225						225.00
2/27/2019	350	11.8					361.80
2/28/2019	225				40.18		265.18
2/14/2018							
2/15/2019							
					Miles @ .585:	0	0
	\$ 3,000.00	\$ 22.75	\$ -	\$ -	\$ 40.18	\$ -	3062.93
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
International phone plan so I could stay in touch with the office. \$40.18							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019215C	DATE: February 25, 2019
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$2,625.95
EXPENSES PER ATTACHED:	\$ 10.95
TOTAL:	\$ 2635.95

SUBMITTED TO:

CitiPower, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	25-Feb-19			PAY PERIOD:	February 1-15, 2019		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
2/1/2019	300	10.95					310.95
2/2/2019	75						75.00
2/3/2019							0.00
2/4/2019	300						300.00
2/5/2019	300						300.00
2/6/2019	300						300.00
2/7/2019	300						300.00
2/8/2019	250						250.00
2/9/2019							0.00
2/10/2019							0.00
2/11/2019	200						200.00
2/12/2019	200						200.00
2/13/2019	200						200.00
2/14/2018	200						200.00
2/15/2019							
					Miles @ .585:	0	0
	\$ 2,625.00	\$ 10.95	\$ -	\$ -		\$ -	2635.95
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019331C	DATE: April 2, 2019
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$ 3000.00
EXPENSES PER ATTACHED:	\$ 24.35
TOTAL:	\$ 3024.35

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	2-Apr-19			PAY PERIOD:	March 16-31, 2019		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
3/16/2019	75						75.00
3/17/2019							
3/18/2019	275	11.85					286.85
3/19/2019	250						250.00
3/20/2019	250						250.00
3/21/2019	150						150.00
3/22/2019	250						250.00
3/23/2019	75						75.00
3/24/2019							0.00
3/25/2019	250						250.00
3/26/2019	250						250.00
3/27/2019	275						275.00
3/28/2019	250	12.5					262.50
3/29/2019	250						250.00
3/30/2019	250						250.00
3/31/2019	150						150.00
				Miles @ .585:		0	0
	\$ 3,000.00	\$ 24.35	\$ -	\$ -		\$ -	3024.35
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019315C	DATE: March 29, 2019
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$ 3,000.00
EXPENSES PER ATTACHED:	\$ 22.75
TOTAL:	\$ 3,022.75

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	29-Mar-19			PAY PERIOD:	March 1-15, 2019		
	CitiPower, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
3/1/2019	225						225.00
3/2/2019	75						75.00
3/3/2019							0.00
3/4/2019	325						325.00
3/5/2019	275						275.00
3/6/2019	250	12.1					262.10
3/7/2010	250						250.00
3/8/2019	250						250.00
3/9/2019	75						75.00
3/10/2019							0.00
3/11/2019	250						250.00
3/12/2019	250						250.00
3/13/2019	250						250.00
3/14/2019	250						250.00
3/15/2019	275	11.95					
					Miles @ .585:	0	0
	\$ 3,000.00	\$ 22.75	\$ -	\$ -		\$ -	3022.75
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
International phone plan so I could stay in touch with the office. \$40.18							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019415C

DATE: April 25, 2019

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$ 3000.00

EXPENSES PER ATTACHED:

\$ 19.35

TOTAL:

\$ 3019.35

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	25-Apr-19			PAY PERIOD:	April 1-15, 2019		
CITIPOWER, LLC				PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
4/1/2019	250						250.00
4/2/2019	250						250.00
4/3/2019	275	8.1					283.10
4/4/2019	250	11.25					261.25
4/5/2019	250						250.00
4/6/2019	75						75.00
4/7/2019							0.00
4/8/2019	250						250.00
4/9/2019	225						225.00
4/10/2019	250						250.00
4/11/2019	250						250.00
4/12/2019	275						275.00
4/13/2019	75						75.00
4/14/2019	75						250.00
4/15/2019	250						250.00
						Miles @ .585:	0
\$ 3,000.00		\$ 19.35	\$ -	\$ -		\$ -	3019.35
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019430C

DATE: May 6, 2019

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$ 3000.00

EXPENSES PER ATTACHED:

\$ 34.05

TOTAL:

\$ 3034.05

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	5-May-19			PAY PERIOD: April 16-30, 2019			
CITIPOWER, LLC				PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
4/16/2019	250						250.00
4/17/2019	250						250.00
4/18/2019	250	11.8					261.80
4/19/2019	250						250.00
4/20/2019	75						75.00
4/21/2019							0.00
4/22/2019	300	10.75					310.75
4/23/2019	250						250.00
4/24/2019	250						250.00
4/25/2019	250						250.00
4/26/2019	250						250.00
4/27/2019	75						75.00
4/28/2019							0.00
4/29/2019	300	11.5					300.00
4/30/2019	250						250.00
						Miles @ .585:	0 0
\$ 3,000.00		\$ 34.05	\$ -	\$ -		\$ -	3034.05
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019515C	DATE: May 25, 2019
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$ 3000.00
EXPENSES PER ATTACHED:	\$ 33.65
TOTAL:	\$ 3033.65

SUBMITTED TO:

CITIPower, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	25-May-19			PAY PERIOD:	May 1-15, 2019		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
5/1/2019	250						250.00
5/2/2019	250	12.1					262.10
5/3/2019	250						250.00
5/4/2019	75						75.00
5/5/2019							0.00
5/6/2019	250						250.00
5/7/2019	300						300.00
5/8/2019	250	11.55					261.55
5/9/2019	250						250.00
5/10/2019	250						250.00
5/11/2019	75						75.00
5/12/2019							0.00
5/13/2019	250						250.00
5/14/2019	300						300.00
5/15/2019	250						250.00
				Miles @ .585:		0	0
	\$ 3,000.00	\$ 33.65	\$ -	\$ -		\$ -	3033.65
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019531C	DATE: June 2, 2019
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$ 3,125.00
EXPENSES PER ATTACHED:	\$ 46.70
TOTAL:	\$ 3,171.70

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	2-Jun-19			PAY PERIOD:	May 16-31, 2019		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
5/16/2019	250	10.65					260.65
5/17/2019	250						250.00
5/18/2019	250	11.5					261.50
5/19/2019							
5/20/2019	150						150.00
5/21/2019	250						250.00
5/22/2019	250	11.95					261.95
5/23/2019	250						250.00
5/24/2019	250						250.00
5/25/2019	75						75.00
5/26/2019							0.00
5/27/2019	250						250.00
5/28/2019	150						150.00
5/29/2019	250						250.00
5/30/2019	250	12.6					250.00
5/31/2019	250						250.00
				Miles @ .585:		0	0
	\$ 3,125.00	\$ 46.70	\$ -	\$ -		\$ -	3171.70
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920.2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019630C	DATE: June 30, 2019
ITEM DESCRIPTION:	TOTAL ITEM COST
SERVICES RENDERED:	\$ 3000.00
EXPENSES PER ATTACHED:	\$ 23.85
TOTAL:	\$ 3023.85

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	30-Jun-19			PAY PERIOD:	June 16-30, 2019		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
6/16/2019							0.00
6/17/2019	250						250.00
6/18/2019	250						250.00
6/19/2019	350						350.00
6/20/2019	250	11.75					261.75
6/21/2019	300						300.00
6/22/2019	100						100.00
6/23/2019							0.00
6/24/2019	250						250.00
6/25/2019	300						300.00
6/26/2019	250	12.1					262.10
6/27/2019	250						250.00
6/28/2019	300						300.00
6/29/2019	150						150.00
6/30/2019							
					Miles @ .585:	0	0
	\$ 3,000.00	\$ 23.85	\$ -	\$ -		\$ -	3023.85
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920.2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019615C

DATE: June 23, 2019

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$ 3,000.00

EXPENSES PER ATTACHED:

\$ 46.70

TOTAL:

\$ 3,046.70

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	23-Jun-19			PAY PERIOD:	June 1-15, 2019		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
6/1/2019	75						75.00
6/2/2019							
6/3/2019	250						250.00
6/4/2019	250						
6/5/2019	250						250.00
6/6/2019	300	11.25					311.25
6/7/2019	250						250.00
6/8/2019	75						75.00
6/9/2019							0.00
6/10/2019	250						250.00
6/11/2019	250						250.00
6/12/2019	250						250.00
6/13/2019	300	12.1					312.10
6/14/2019	250						250.00
6/15/2019	250						250.00
					Miles @ .585:	0	0
	\$ 3,000.00	\$ 46.70	\$ -	\$ -		\$ -	3046.70
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920.2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019715C

DATE: July 30, 2019

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$ 3250.00

EXPENSES PER ATTACHED:

\$ 24.35

TOTAL:

\$ 3074.35

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	30-Jul-19			PAY PERIOD:	July 1-15, 2019		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
7/1/2019	250						250.00
7/2/2019	250						250.00
7/3/2019	250	12.5					262.50
7/4/2019							
7/5/2019	250						250.00
7/6/2019	150						150.00
7/7/2019							0.00
7/8/2019	300						300.00
7/9/2019	250						250.00
7/10/2019	300	11.85					300.00
7/11/2019	250						250.00
7/12/2019	250						250.00
7/13/2019	250						250.00
7/14/2019	250						250.00
7/15/2019	250						250.00
					Miles @ .585:	0	0
	\$ 3,250.00	\$ 24.35	\$ -	\$ -		\$ -	3274.35
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920.2							

INVOICE DUE UPON RECEIPT

**PADDOCK OIL & GAS, INC.
P. O. BOX 678
NICHOLASVILLE, KY 40356**

INVOICE NO. 2019731C

DATE: July 31, 2019

ITEM DESCRIPTION:

TOTAL ITEM COST

SERVICES RENDERED:

\$ 3150.00

EXPENSES PER ATTACHED:

\$ 33.80

TOTAL:

\$ 3183.80

SUBMITTED TO:

CITIPOWER, LLC



TIME AND EXPENSE STATEMENT							
PADDOCK OIL AND GAS							
P.O. BOX 678							
NICHOLASVILLE, KY 40356							
NAME:	R. VERNON SMITH			OPERATIONS MANAGER			
DATE:	31-Jul-19			PAY PERIOD:	July 16-31, 2019		
	CITIPOWER, LLC			PROSPECT NUMBER:			
DATE:		MEALS:	MOTEL:	COPIES:	*MISC.:	Mileage	TOTALS
7/16/2019	250						250.00
7/17/2019	250	11.6					250.00
7/18/2019	250						250.00
7/19/2019	250						250.00
7/20/2019	75						75.00
7/21/2019							0.00
7/22/2019	250						250.00
7/23/2019	250						250.00
7/24/2019	250						250.00
7/25/2019	250	10.85					50.00
7/26/2019	250						250.00
7/27/2019	75						75.00
7/28/2019							0.00
7/29/2019	250						250.00
7/30/2019	250						250.00
7/31/2019	250	11.35					250.00
				Miles @ .585:		0	0
	\$ 3,150.00	\$ 33.80	\$ -	\$ -		\$ -	3183.80
* Miscellaneous Expenses: Identify miscellaneous expenses by placing the corresponding initial in the column by each expense. Total all miscellaneous expense below:							
R= Recording Fees:	\$ -				A= Abstract Fees:		
P= Postage:					F= Federal Express:		
T= Turnpike Toll:					S= Supplies:		
O= Other - List other expenses and amounts:							
Description of work performed:							
920/2							

Citipower, LLC
Case No. 2019-00109

Commission Staff's Second Request for Information issued August 5, 2019

16. Refer to the Excel spreadsheet entitled "Response_29_-2018GL" produced in response to Staff's First Request, Item 29, in which it shows payments to "CitiEnergy, LLC."
- a. Describe all work CitiEnergy, LLC, performs on behalf of Citipower.
 - b. Provide any written agreements between CitiEnergy, LLC, and Citipower.
 - c. Provide any invoices from CitiEnergy, LLC, to Citipower for work completed in 2018 and 2019.
 - d. Describe any oral agreements between CitiEnergy, LLC and Citipower.
 - e. Explain specifically and in detail how costs incurred by CitiEnergy, LLC, are allocated to Citipower and each affiliate.
 - f. Provide all cost allocation manuals or procedures used to allocate CitiEnergy, LLC's costs between Citipower and its affiliates.
 - g. Explain why Citipower contends that the payments to CitiEnergy, LLC, are reasonable.

Response:

- a. Please see Citipower's response to Request 13a to Staff's Second Request for Information in Case No. 2017-00160 which was as follows:

Response 13a. CitiEnergy manages the administrative tasks of Citipower such as bookkeeping, GCA and other PSC required filings, executive managing and strategic planning. The management fee was developed by approximating the amount of CitiEnergy-employee time and expense consumed to facilitate the various required needs of Citipower.
- b. There are no written agreements between CitiEnergy, LLC, and Citipower.
- c. There are no invoices.
- d. CitiEnergy will perform any necessary administrative duties for Citipower for \$6,000 per month.

- e. Allocations are made with the following steps: (1) which entities are relevant to the invoice; (2) to what degree each relevant entities operations or assets are responsible to the invoice (allocations vary based on invoice and nature of work reflected on the invoice); and, (3) allocate shared costs (mailing, etc.) on an equal basis.
- f. There is no cash allocation manual. Please see the response to e above for the allocation procedures.
- g. Please see the response to Request 15e. and 16a. above.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

17. Refer to the Excel spreadsheet entitled "Response_29_-_2018GL" produced in response to Staff's First Request, Item 29, at lines 2028 through 2040 showing payments in the amount of \$299,523.49 to Citigas, LLC, for the purchase of gas and the Schedule of Adjusted Operations filed with Citipower's application showing gas purchase costs in the amount of \$299,523.00.
- a. Confirm that Citipower purchased all of its gas, including gas produced by Forexco, Inc., from Citigas, LLC, and if Citipower cannot confirm, explain why it is not able to confirm.
 - b. Confirm that Citigas, LLC, obtains all gas sold or otherwise provided to Citipower from Forexco, Inc., or Citizens, and if Citipower cannot confirm, explain why Citipower is not able to confirm.
 - c. Provide any written contract or agreement between Citigas, LLC, and Citipower is related to the supply of gas.
 - d. Describe all material provisions of every oral contract or agreement between Citigas, LLC, and Citipower related to the supply of gas.
 - e. Provide any invoices from Citigas, LLC, to Citipower for gas supplied in 2018 and 2017.
 - f. State whether gas produced by Forexco, Inc., and supplied by Citigas, LLC, to Citipower travels through any lines owned by Citigas, LLC, and if so, identify the length and location of those lines.
 - g. State whether Citigas, LLC, marks up the gas obtained from Forexco, Inc., before selling it to Citipower, and if so, provide the amount of and explain the basis for any such mark-up.

Response:

- a. Citipower confirms that it purchased all of its gas from Citigas, LLC.
- b. Citipower confirms that Citigas obtains all of the gas provided to Citipower.
- c. Please see pages 3 through 10 of this response for the Gas Supply Agreement whose terms and conditions were in place throughout 2018 and 2017 for local gas supply.

- d. There are no oral agreements between Citigas, LLC, and Citipower related to the supply of gas.
- e. Please see pages 11 through 34 of this response.
- f. Citigas, LLC, owns the well gathering lines which connect Forexco's various wellheads in the area to Citipower's distribution lines. The length of each individual pipe segment is difficult to determine.
- g. Citigas purchases the gas on an mcfg basis (BTU Factor = 1.0) and sells it on a Dth basis (BTU Factor = 1.2). The margin is Citigas' profit.

GAS SUPPLY GUARANTEE AGREEMENT

This Gas Supply Guarantee Agreement ("Agreement") dated this 1st day of May 2008 by and between Citigas, L.L.C., a Delaware limited liability company ("SELLER"), and Citipower, LLC, a Delaware limited liability company ("BUYER"). Buyer and Seller are referred to herein separately as a "Party" and collectively as the "Parties".

RECITALS

- A.** Seller has access to local (McCreary County) gas production, giving Seller the unique capability of supplying locally produced natural gas to Buyer;
- B.** Seller agrees to provide Buyer with a negotiated volume of gas to supply the Buyer's natural gas utility;
- C.** Buyer desires to purchase gas from Seller, and Seller desires to sell to gas to Buyer, in the quantities and upon the other terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the mutual promises contained herein, the benefits to be derived by each Party hereunder and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

Article 1 Definitions

The following terms, when used in this Agreement, shall have the following meanings assigned to them:

"Btu" means British thermal units.

"Btu Factor" the number multiplied by the actual Mcf of gas delivered to account for the heating value in excess of 1000 Btu per Mcf of the produced wet gas. For example, the Btu Factor for one Mcf of wet gas containing 1200 Btu's is 1.2. The Btu Factor shall be tested from time to time.

"Contract Price" is defined in Section 6.1

"Delivery Points" shall be at various meters designated as purchase meters by Buyer, the location of which has been approved by the Seller.

"Gas" means natural gas.

“Index Price” means the 12 month NYMEX strip price published on April 24, 2008 or other agreed-upon index price.

“Month” means a period beginning at 7:00 a.m. (Eastern Time) on the first day of a calendar month and ending at 7:00 a.m. (Eastern Time) on the first day of the next succeeding calendar month.

“Seller’s Gas” means all Gas delivered to Buyers Pipeline.

“Utility” is defined in Recital A.

Article 3 Quantity

3.1 Gas Supply. Seller shall supply a maximum volume of 350mcf (thousand cubic feet of natural gas) per day to Buyer, to be renegotiated on May 1 of each subsequent year of the execution of this contract.

Article 4 Delivery

4.1 Delivery Point. Seller's Gas shall be delivered to various meters designated as purchase meters by Buyer, at locations to be agreed to by Seller.

4.2 Passage of Title and Risk of Loss. Title and risk of loss to Seller's Gas shall pass to and vest in Buyer at the Delivery Point.

Article 5 Term of Agreement

5.1 Term. The term of this Agreement shall expire on April 30, 2009.

Article 6 Price

6.1 “Contract Price”. The price paid by Buyer to Seller as determined by the published 12 month NYMEX strip price on April 24, 2008 or other agreed-upon index price, plus a Btu Factor adjustment. The 12 month NYMEX strip price is valid for one year.

Article 7 Delivery Pressure

7.1 Delivery Pressure. Seller's Gas shall be delivered by Seller to the Delivery Point at sufficient pressure to meet Buyer's needs.

Article 8

Metering, Maintenance and Measurement

8.1 Measurement. The measurement of Seller's Gas shall be performed in accordance with and governed by customary oil and gas industry procedures.

8.2 Additional Lines. Buyer and Seller shall purchase and install the meter, all regulators, valves, safety relief valves, and check valves as Buyer and Seller deem necessary to comply with the utility regulations. Buyer shall have the sole and exclusive right to control any and all regulators, valves, safety relief valves, and check valves at the Delivery Point. Seller shall take all reasonable steps necessary to ensure a safe delivery pressure. Costs of such jointly funded Additional Lines shall be shared 50% by Buyer, and 50% by Seller.

8.3 Meter Site. Buyer hereby grants and guarantees to Seller, so far as Buyer has the right to do so, a meter location with full right of ingress and egress to and from said site and the further right to do thereon, acts necessary or convenient for the carrying out of the terms of this Agreement. All pipelines and equipment placed, or caused to be placed, on such sites by Seller shall be and remains the Seller's property and may be removed by Seller at any time. This paragraph shall not be construed as creating an obligation on the part of the Buyer to install compression or to locate its meter station at any particular location other than where Buyer deems necessary in its sole and absolute discretion.

8.4 Maintenance. Seller shall maintain its pipeline and connections at the Delivery Point in a safe and suitable condition at all times and shall comply with all State and Federal rules and regulations. Seller agrees to maintain all of its pipelines, compressors, metering stations, and/or points of delivery free from trash and debris.

8.5 Easements, Rights-of-Way, etc. Buyer shall obtain and maintain all easements, rights-of-way, leases, and meter station agreements. The Buyer and Seller will each own the equipment and materials that they contribute to comply with this Contract.

8.6 Preservation of Charts. Buyer and/or Seller shall preserve, or cause to be preserved, for at least two (2) years all test data, charts, and other similar records pertaining to the measurement of Seller's Gas.

8.7 Calibration and Adjustments. The purchase meter will be tested and calibrated at regular intervals by a qualified testing firm selected by Buyer, the cost of which shall be divided equally between the Seller and Buyer.

Article 9 Billing and Payment

9.1 Statements. On or before the end of each Month, Seller shall render to Buyer a statement showing the actual quantity of Seller's Gas purchased during the prior Month (in MCF's) and the Contract Price for the month of sale. Within 30 days of delivery of such statement, Buyer shall make payment by check or wire transfer or check to an account designated by Seller.

9.2 Books and Records. Buyer shall have the right upon reasonable notice at reasonable hours to examine the books, records, and charts of Seller to the extent necessary to verify the accuracy of any statement, payment, calculation, or determination made pursuant to this Agreement. If any examination shall reveal, or if Seller shall otherwise discover, any error in such statements, payments, calculations, or determinations, then proper adjustment and correction thereof shall be made as promptly as practicable thereafter. All such statements, payments, calculations, or determinations shall be deemed for all purposes to be correct if not challenged and a written notice thereof delivered within two years after the date of such statement, payment, calculation, or determination.

Article 10 Responsibility and Title

10.1 Possession. As between the Parties, Seller shall be deemed to be in exclusive control and possession of Seller's Gas until Seller's Gas has been actually delivered to Buyer at the Delivery Points, after which point Buyer shall be deemed to be in exclusive control and possession of Seller's Gas.

10.2 Indemnification. The Party deemed to be in control and possession of Seller's Gas sold hereunder shall be responsible for and shall indemnify the other Party with respect to any losses, claims, liabilities, or damages arising in connection with or related to Seller's Gas when it is in the Party's control and possession; provided, that, neither Party shall be responsible for any losses, claims, liabilities, or damages arising from the other Party's negligence, gross negligence, or willful misconduct.

10.3 Warranty of Title. Seller hereby warrants that it has title to or the right to sell Seller's Gas delivered and sold to Buyer hereunder and warrants against title claims arising by, through, or under Seller, but not otherwise. Seller further warrants that Seller's Gas is free and clear of all liens, adverse claims, any and all assessments, and any other encumbrances of every kind when delivered hereunder that arise by, through, or under Seller, but not otherwise.

Article 11 Assignments

11.1 Restrictions on Assignment. Seller may not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of Buyer.

11.2 Assignments. Except as permitted by Section 12.1, any purported assignment or delegation (legal or beneficial) by Seller shall be void and ineffective.

11.3 Inurement. Subject to the foregoing provisions, this Agreement binds and inures to the benefit of the Parties and their respective successors and assigns.

Article 12 **Force Majeure**

12.1 Non-Performance. Neither Party shall be responsible for any loss or damage to the other Party resulting from any delay in performing or failure to perform any obligation under this Agreement (other than Buyer's obligation to make payments of dollar amounts due and owing under this Agreement) to the extent such failure or delay is caused by a Force Majeure Event.

12.2 Force Majeure Event. "Force Majeure Event" means any event that directly or indirectly renders a Party unable, wholly or in part, to perform or comply with any obligation, covenant, or condition in this Agreement, including the following events (to the extent they otherwise satisfy the foregoing definition):

(a) act of God, fire, lightning, landslide, earthquake, storm, hurricane, hurricane warning, flood, high water, washout, or explosion;

(b) strike, lockout, or other industrial disturbance, act of the public enemy, war, military operation, blockade, insurrection, riot, epidemic, arrest or restraint of government or people, civil disturbance, or national emergency;

(c) the inability of the affected Party to acquire, or the delay on the part of the affected Party in acquiring materials, supplies, machinery, equipment, servitudes, right-of-way grants, easements, permits, or licenses, approvals, or authorizations by regulatory bodies needed to enable such Party to perform hereunder;

(d) breakage of or accident to machinery, equipment, facilities, or lines of pipe, including the gathering systems, plants, and pipelines gathering, compressing, treating, and transporting gas downstream of the Delivery Point, the repair, maintenance, improvement, replacement, test, or alteration of or to such gathering systems, plants, or pipelines, the freezing of a well or line of pipe, well blowout, or the partial or entire failure of a gas well; or

(e) act, order, or requisition of any governmental agency or acting governmental authority, or any governmental proration, regulation, or priority.

12.3 Remedy of a Force Majeure Event. The affected Party will exercise diligence in good faith to remedy each Force Majeure Event and resume full performance under this Agreement as soon as reasonably practicable, except that the settlement of strikes, lockouts, or other labor disputes shall be entirely within the discretion of the affected Party.

Article 13 Notice

13.1 Notices. All notices, consents, requests, demands, instructions, approvals, and other communications permitted or required to be given hereunder shall be validly given or made in writing if (a) personally delivered, (b) delivered and confirmed by telecopier or like facsimile transmission service, (c) delivered by Federal Express or other reputable overnight courier delivery service or (d) deposited in the United States mail, first class, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to Seller:

Citigas, L.L.C.
2122 Enterprise Road
Greensboro, NC 27408

Attention: Dan Forsberg
Fax: (336) 379-0881

If to Buyer:

Citipower, L.L.C.
2122 Enterprise Road
Greensboro, NC 27408

Attention: Dan Forsberg
Fax: (336) 379-0881

or to such other place within the United States of America as any Party may designate as to itself by written notice to the others. All notices given by personal delivery or mail shall be effective on the date of actual receipt at the appropriate address. Notice given by telecopier shall be effective upon actual receipt if received during recipient's normal business hours or at the beginning of the next business day after receipt if received after the recipient's normal business hours. All notices by telecopier shall be confirmed promptly after transmission, by certified mail or personal delivery.

Article 14 Other Provisions

14.1 **APPLICABLE LAW.** THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BEAR A REASONABLE RELATIONSHIP TO, AND SHALL BE CONSTRUED AND ENFORCED UNDER, THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION HEREOF TO ANOTHER JURISDICTION.

14.2 Venue. The parties hereby irrevocably submit to the jurisdiction of Whitley County, Kentucky, and to the jurisdiction of the United States District Court for the Eastern District of Kentucky, for the purposes of any suit, action or other proceeding arising out of or relating to this agreement and each party waives any right to change venue.

14.3 Integrated Agreement. This Agreement is the full, final, complete, and exclusive expression of the agreements of the Parties with respect to the matters covered by this Agreement.

14.4 Amendment. This Agreement may not be amended, altered, revised, renewed, extended, or otherwise changed, except by a writing that refers to this Agreement and is executed by the Parties.

14.5 Construction of Agreement. In construing this Agreement, the following principles shall be followed:

(I) no consideration shall be given to the captions of the articles, sections, subsections, or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in its construction;

(ii) no consideration shall be given to the fact or presumption that one Party had a greater or lesser hand in drafting this Agreement;

(iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate;

(iv) the word "includes" and its syntactical variants mean "includes, but is not limited to" and corresponding syntactical variant expressions;

(v) a defined term has its defined meaning throughout this Agreement regardless of whether it appears before or after the place in this Agreement where it is defined;

(vi) the plural shall be deemed to include the singular, and vice versa;

(vii) each gender shall be deemed to include the other gender; and

(viii) each exhibit, attachment, and schedule to this Agreement is a part of this Agreement, but if there is any conflict or inconsistency between the main body of this Agreement and any exhibit, attachment, or schedule, the provisions of the main body of this Agreement shall prevail.

14.6 No Waiver. Failure of either Party to require performance of any provision of this Agreement shall not affect either Party's right to require full performance thereof at any time thereafter, and the waiver by either Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach or nullify the effectiveness of such provision.

14.7 No Partnerships. This Agreement is neither a partnership nor joint venture, and each party will own the equipment it has supplied.

14.8 Pledges. It is understood and agreed by the parties hereto that this Agreement shall be included as collateral pledged to various financial institutions to secure Seller's loans collateralized by the Subject Interests; or with respect to the Buyer, loans collateralized by the Utility and any related interests in real or personal property. This Agreement will inure to the benefit of the successors, assigns, and beneficiaries of Buyer and/or Seller including but not limited to, the said financial institutions.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

SELLER:

CITIGAS, L.L.C.

By: _____

Daniel R. Forsberg
President

BUYER:

CITIPOWER, L.L.C.

By: _____

Daniel R. Forsberg
President

New price effective is 3.97
Which includes BTU adjustment

CitiGas, LLC
2122 Enterprise Rd.
Greensboro, NC 27408

February 1, 2017

INVOICE

Sold to: CitiPower, LLC
PO Box 1309
Whitley City, KY 42653

PROD MONTH: January-17

Purchased from Forexco, Inc.

Gas cost per mcf

BTU Adjustment

Selling Price \$3.9700

MCFs 9,033.90 per CitiPower records
Net MCFs purchased from Forexco (626.00) Less gas purchased from Citizens
Amount Due \$33,379.36

XX

Invoiced from Citizens Gas Utility District \$6,695.52

MCFs 626.00
Transportation @ .25/mcf \$156.50
Marketing fee @ \$1.96/mcf \$1,226.96
Total amount due for Citizens purchase \$8,078.98

Total due for month \$41,458.34

New price effective is \$4.08
Which includes BTU adjustment

Citigas, LLC
2122 Enterprise Rd.
Greensboro, NC 27408

June 1, 2017

INVOICE

Sold to: CitiPower, LLC
PO Box 1309
Whitley City, KY 42853

PROD MONTH: May-17

Purchased from Forexco, Inc.

Gas cost per mcf

BTU Adjustment

Selling Price \$4.0800

MCFs	2,101.70	<small>per CitiPower reports</small>
Net MCFs purchased from Forexco	0.00	<small>Less gas purchased from Citizens</small>
Amount Due	2,101.70	
	\$8,574.94	

XXXXXXXX XXXXXX XXXXXXXXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX

Invoiced from Citizens Gas Utility District \$0.00

MCFs 0.00

Transportation @ .25/mcf \$0.00

Marketing fee @ \$1.98/mcf \$0.00

Total amount due for Citizens purchase **\$0.00**

Total due for month **\$8,574.94**

New price effective is \$4.08
Which includes BTU adjustment

CitiGas, LLC
2122 Enterprise Rd.
Greensboro, NC 27408

July 1, 2017

INVOICE

Sold to: CitiPower, LLC
PO Box 1309
Whitley City, KY 42653

PROD MONTH: June-17

Purchased from Forexco, Inc.
Gas cost per mcf
BTU Adjustment

Selling Price \$4.0800

MCFs	2,001.90	per CitiPower reports
Net MCFs purchased from Forexco	0.00	Less gas purchased from Citizens
Amount Due	2,001.90	
	\$8,167.75	

XXXXXXXX XXXXXXX XXXXXXXXX	XXXXXXXX XXXXXXX XXXXXXX XXXXXXX XXXXXXX XXXXXXXXXXXXXXX XXXXXXX	XXXXXXXX
Invoiced from Citizens Gas Utility District	\$0.00	
MCFs	0.00	
Transportation @ .25/mcf	\$0.00	
Marketing fee @ \$1.96/mcf	\$0.00	
Total amount due for Citizens purchase	\$0.00	

Total due for month **\$8,167.75**

New price effective is \$3.67
 Which includes STU adjustment

Citigas, LLC
 2122 Enterprise Rd.
 Greensboro, NC 27408

December 1, 2017

INVOICE

Sold to: Citipower, LLC
 PO Box 1309
 Whitley City, KY 42883

PROD MONTH: November-17

Purchased from Forexco, Inc.

Gas cost per mcf

STU Adjustment

Selling Price **\$3.6700**

MCFs	6,665.70	<small>per Citipower reports</small>
Net MCFs purchased from Forexco	6,649.70	<small>(36.00) Less gas purchased from Citizens</small>
Amount Due	\$24,404.40	

XXXXXXXX XXXXXX XXXXXXXXXX XXXXXXX XXXXXX XXXXXX XXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXX

Invoiced from Citizens Gas Utility District **\$329.38**

MCFs **\$6.00**

Transportation @ .25/mcf **\$9.00**

Marketing fee @ \$1.96/mcf **\$70.56**

Total amount due for Citizens purchase **\$409.94**

Total due for month **\$24,813.34**

New price effective is \$3.87
Which includes BTU adjustment

Citigee, LLC
2122 Enterprise Rd.
Greensboro, NC 27408

March 1, 2018

INVOICE

Sold to: Citipower, LLC
PO Box 1309
Whitley City, KY 42853

PROD MONTH: February-18

Purchased from Forexco, Inc.

Gas cost per mcf

BTU Adjustment

Selling Price \$3.8700

MCFs	12,008.90	<small>per Citipower reports</small>
Net MCFs purchased from Forexco	(974.00)	<small>Less gas purchased from Citizens</small>
Amount Due	11,035.90	
	\$40,501.75	

XXXXXXXX XXXXXX XXXXXXXXXX XXXXXXX XXXXXXX XXXXXXXXXXXXXXX XXXXXXXX XXXXXXXX

Invoiced from Citizens Gas Utility District \$9,836.68

MCFs 974.00

Transportation @ .25/mcf \$243.50

Marketing fee @ \$1.96/mcf \$1,908.04

Total amount due for Citizens purchase \$11,988.09

Total due for month \$52,489.84

**New price effective is \$3.40
Which includes BTU adjustment**

Citigas, LLC
2122 Enterprise Rd.
Greensboro, NC 27408

July 1, 2015

INVOICE

**Sold to: Citipower, LLC
PO Box 1309
Whitley City, KY 42853**

PROD MONTH: June-16

Purchased from Forexco, Inc.

Gas cost per mcf

BTU Adjustment

Selling Price \$3.4000

MCFs	2,212.00	<small>per Citipower reports</small>
Net MCFs purchased from Forexco	0.00	<small>Less gas purchased from Citizens</small>
Amount Due	2,212.00	
	\$7,522.84	

XX

Invoiced from Citizens Gas Utility District \$0.00

MCFs 0.00

Transportation @ .26/mcf \$0.00

Marketing fee @ \$1.96/mcf \$0.00

Total amount due for Citizens purchase \$0.00

Total due for month \$7,522.84

New price effective is \$3.35
 Which includes BTU adjustment

Citigas, LLC
 2123 Enterprise Rd.
 Greensboro, NC 27409

September 1, 2018

INVOICE

Sold to: Citigpower, LLC
 PO Box 1309
 Whitley City, KY 42883

PROD MONTH: August-18

Purchased from Forexco, Inc.

Gas cost per mcf

BTU Adjustment

Selling Price \$3.8800

MCFs	1,924.30	<small>per Citizens report</small>
Net MCFs purchased from Forexco	0.00	<small>Less gas purchased from Citizens</small>
Amount Due	1,924.30	
	\$6,558.99	

XX

Invoiced from Citizens Gas Utility District \$0.00

MCFs 0.00

Transportation @ .25/mcf \$0.00

Marketing fee @ \$1.00/mcf \$0.00

Total amount due for Citizens purchase **\$0.00**

Total due for month **\$6,888.99**

New price effective is \$3.08
Which includes BTU adjustment

Citgas, LLC
2122 Enterprise Rd.
Greensboro, NC 27408

October 1, 2018

INVOICE

Sold to: Citipower, LLC
PO Box 1309
Whitley City, KY 42862

PROD MONTH: September-18

Purchased from Forexco, Inc.

Gas cost per mcf

BTU Adjustment

Selling Price \$3.8600

MCFs 2,500.00 per Citizens purchase
Net MCFs purchased from Forexco 0.00 Less gas purchased from Citizens
Amount Due 2,500.00
\$8,953.22

XXXXXXXX XXXXXX XXXXXXXXXX XXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXX

Invoiced from Citizens Gas Utility District \$0.00

MCFs 0.00

Transportation @ .25/mcf \$0.00

Marketing fee @ \$1.99/mcf \$0.00

Total amount due for Citizens purchase \$0.00

Total due for month \$8,953.22

New price effective is \$3.48
Which includes BTU adjustment

CHGas, LLC
2122 Enterprise Rd.
Greensboro, NC 27408

November 1, 2018

INVOICE

Sold to: **Chpower, LLC**
PO Box 1809
Whitley City, KY 42853

PROD MONTH: **October-18**

Purchased from Forexco, Inc.

Gas cost per mcf

BTU Adjustment

Selling Price **\$3.4800**

MCFs	3,497.50	<small>per Chpower reports</small>
	0.00	<small>Less gas purchased from Citizens</small>
Net MCFs purchased from Forexco	3,497.50	
Amount Due	\$12,206.28	

XXXXXXXX XXXXXX XXXXXXXXXX XXXXXXX XXXXXX XXXXXX XXXXXX XXXXXXXXXXXXXXXX XXXXXXXX

Invoiced from Citizens Gas Utility District **\$0.00**

MCFs **0.00**

Transportation @ .25/mcf **\$0.00**

Marketing fee @ \$1.96/mcf **\$0.00**

Total amount due for Citizens purchase **\$0.00**

Total due for month **\$12,206.28**

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

18. Refer to the response to Staff's First Request, Item 39. b. Provide any available documentation, cost estimate, or quote provided by vendors to perform a cost-of-service study (COSS) to justify Citipower's response that a COSS was not performed "due to the costly nature"

Response:

Citipower did not receive any estimates on performing a COSS.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

19. Refer to the response to Staff's First Request, Item 40.
- a. Provide the total revenue requirement relied upon in the response to this requests.
 - b. Explain how the required revenue increase requires that the current rates must be increased by 54.99 percent across the board to achieve the revenue requirement as stated in the application.
 - c. Provide all workpapers, assumptions, and analyses on the calculation of the rates as requested in Item 40 as an across-the-board increase in the current rates. Provide this calculation and supporting information in Excel spreadsheet format with all rows and columns unprotected an accessible.

Response:

- a. The revenue requirement relied upon was \$1,300,565.
- b. Each customer's bill follows the formula: Customer Charge + [(Volumetric Charge + GCR) x Volume Consumed], with total revenues from sales equaling the sum of each customer's bill.

Because GCR is a pass-through, the GCR for each customer class of the test year should be used in this analysis in order to nullify any impact that an increase (or decrease) of the current GCR has on total revenues. Further, because GCR is a pass-through (and therefore cannot be escalated) and we assume that volumes consumed remain the same as before, then in order for the total revenues to increase by a certain percentage, both the customer charge and the volumetric must be increased by a higher percentage to obtain the desired net impact to revenues.

For reference, below is a table of the GCR for each customer class in 2018:

	Total GCR Cost	Total Mcf	Avg GCR / Mcf
Residential	\$50,255.89	12,570.0	\$3.998
Commerical	\$29,769.73	7,285.4	\$4.086
Industrial	\$20,996.21	5,199.2	\$4.038
Institutional	\$195,032.78	48,299.1	\$4.038

Below is a projection using the 37.86% across-the-board increase:

	Historical Customer Data - 2018			
	Avg. Monthly		Avg. Annual Usage / customer (mcf)	Avg. Monthly
	Users	Total Mcf Sales		
Residential	352.92	12,570.0	35.62	2.97
Commerical	50.42	7,285.4	144.50	12.04
Industrial	7.25	5,199.2	717.13	59.76
Institutional	33.50	48,299.1	1,441.76	120.15
Increase	37.86%			
	Current		Proposed	
	Customer Charge	All Mcf	Customer Charge	All Mcf
Residential	8.00	7.76	11.03	10.70
Commerical	15.00	7.80	20.68	10.75
Industrial	15.00	7.80	20.68	10.75
Institutional	20.00	8.30	27.57	11.44

Using those increases and historical GCR, total revenues only increase to \$1,189,533.

	<u>2018 Actual</u>	<u>Recast Using Proposed Rates</u>	<u>Proposal to Actual</u>	<u>\$ Increase</u>
Residential	181,496	231,436	27.52%	49,940
Commerical	95,858	120,621	25.83%	24,763
Industrial	63,737	78,703	23.48%	14,966
Institutional	603,523	758,773	25.72%	155,250
Totals	944,614	1,189,533		244,919

Below is a projection using the 54.99% across-the-board increase:

Historical Customer Data - 2018				
	<u>Avg. Monthly</u>		<u>Avg. Annual Usage / customer (mcf)</u>	<u>Avg. Monthly</u>
	<u>Users</u>	<u>Total Mcf Sales</u>		
Residential	352.92	12,570.0	35.62	2.97
Commerical	50.42	7,285.4	144.50	12.04
Industrial	7.25	5,199.2	717.13	59.76
Institutional	33.50	48,299.1	1,441.76	120.15
Increase	54.99%			
	<u>Current</u>		<u>Proposed</u>	
	<u>Customer Charge</u>	<u>All Mcf</u>	<u>Customer Charge</u>	<u>All Mcf</u>
Residential	8.00	7.76	12.40	12.03
Commerical	15.00	7.80	23.25	12.09
Industrial	15.00	7.80	23.25	12.09
Institutional	20.00	8.30	31.00	12.86

Using those increases and historical GCR, total revenues increase to the desired \$1,300,565.

	<u>2018 Actual</u>	<u>Recast Using Proposed Rates</u>	<u>Proposal to Actual</u>	<u>\$ Increase</u>
Residential	181,496	253,951	39.92%	72,455
Commerical	95,858	131,911	37.61%	36,053
Industrial	63,737	85,874	34.73%	22,137
Institutional	603,523	828,829	37.33%	225,306
Totals	944,614	1,300,565		355,951

- c. Please see the responses above. Also, a hard copy of the workpapers is being filed with the original paper filing. A copy of the workpapers in Excel format is being filed via the Commission's electronic filing system and also on CD.

	<u>2018 Actual</u>	<u>Recast Using Proposed Rates</u>	<u>Proposal to Actual</u>
Residential	181,496	253,951	39.92%
Commerical	95,858	131,911	37.61%
Industrial	63,737	85,874	34.73%
Institutional	603,523	828,829	37.33%
Totals	944,614	1,300,565	

Historical Customer Data - 2018

	<u>Avg. Monthly Users</u>	<u>Total Mcf Sales</u>	<u>Avg. Annual Usage / customer (mcf)</u>	<u>Avg. Monthly Usage / customer (mcf)</u>
Residential	352.92	12,570.0	35.62	2.97
Commerical	50.42	7,285.4	144.50	12.04
Industrial	7.25	5,199.2	717.13	59.76
Institutional	33.50	48,299.1	1,441.76	120.15

Increase **54.99%**

	<u>Current</u>		<u>Proposed</u>	
	<u>Customer Charge</u>	<u>All Mcf</u>	<u>Customer Charge</u>	<u>All Mcf</u>
Residential	8.00	7.76	12.40	12.03
Commerical	15.00	7.80	23.25	12.09
Industrial	15.00	7.80	23.25	12.09
Institutional	20.00	8.30	31.00	12.86

CGR	RESIDENTIAL		COMMERCIAL		INDUSTRIAL		INSTITUTIONAL		TOTALS		CGR Cost	Total GCR Cost	Total M/Of	Avg GCR / M/Of
	Customers	MCF	Customers	MCF	Customers	MCF	Customers	MCF	Customers	MCF				
Jan 3.6594	Jan 364	3213.1	51	1432.1	8	1476.3	35	8047.3	458	14168.8	51,849			
Feb 3.6594	Feb 367	1831.5	51	878	8	668.4	34	8632	460	12009.9	43,949			
Mar 3.6594	Mar 366	1679.6	51	706.3	7	688.6	34	9811.9	458	8877.4	32,486			
Apr 3.7173	Apr 364	1166.9	50	547	7	306.1	34	4024.8	455	6844.9	22,471			
May 3.7173	May 354	257	51	317.4	7	25.1	34	1989.7	446	2589.2	9,625			
Jun 3.7173	Jun 354	115.5	52	340.6	7	0.2	33	1756.3	446	2212.6	8,225			
Jul 4.7235	Jul 336	98.2	50	297	7	0.2	33	1560.3	426	1955.7	9,238			
Aug 4.7235	Aug 334	90	50	349.7	7	0.3	33	1484.3	424	1924.3	9,089			
Sep 4.7235	Sep 336	93.7	50	318	7	0.2	33	2089	426	2500.9	11,813			
Oct 4.6184	Oct 347	391.3	50	388.5	7	35.3	33	2611.4	437	3497.5	16,153			
Nov 4.6184	Nov 352	1631.3	50	771.2	7	759.5	33	4621.3	442	7784.3	35,951			
Dec 4.6184	Dec 361	2008.9	49	939.6	8	1218.9	33	5620.8	451	9788.2	45,206			
	Total GCR Cost	50,255.89		39,768.73		30,996.21		195,032.78		296,054.60				

	Total GCR Cost	Total M/Of	Avg GCR / M/Of
Residential	\$50,255.89	12,570.0	\$3,998
Commercial	\$39,768.73	7,285.4	\$4,086
Industrial	\$30,996.21	5,199.2	\$4,038
Institutional	\$195,032.78	48,189.1	\$4,038

Witnesses: Adam Forsberg and Vernon Smith

Citipower, LLC
Case No. 2019-00109

Commission Staff's Second Request for Information issued April 5, 2019

20. Refer to the map showing the location of the Herbert White pipeline and Delta's pipeline produced as an attachment to the application.
- a. Provide a version of this map highlighting or otherwise indicating the route Citipower expects gas to travel through the Herbert White pipeline from Delta's system to Citipower's system and any existing interconnection between Delta's pipeline and the Herbert White pipeline.
 - b. Identify the maximum amount of gas that could be transported on the Herbert White pipeline from Delta's system to Citipower's system if no modifications are made to the pipeline.
 - c. Confirm that the only current interconnection between the Herbert White pipeline and Delta's pipeline is a two-inch pipe, and if so, identify the length of two-inch pipe through which the gas would have to travel from Delta's system on its way to Citipower's system before it reached a larger pipe, and identify the maximum capacity of that section of two-inch pipe.
 - d. Explain what the "leases" shown on the map represent, and if known, identify the owner of the "leases".

Response:

- a. Please see the map attached to Response 8 above. To the best of Citipower's knowledge, the green line indicated on the map represents the Herbert White pipeline and the route the natural gas would take. The purple line indicates Delta's pipeline and the point where the green and purple line meet is the interconnection point.
- b. Citipower believes that, without modifications, the maximum volume that can be transported through the Herbert White pipeline from Delta's system is approximately 3,000 mcf/per day at 75 psi. Under a more prudent operating pressure of 50 psi, the maximum capacity is approximately 1,800 mcf/per day.
- c. Citipower confirms. There is 100 feet or less of two-inch pipe at the interconnect between the Herbert White pipeline and Delta's pipeline. The maximum capacity of the two-inch pipe at 75 psi is 3,000 mcf/per day; however, using a more prudent operating pressure of 50 psi, the maximum capacity is approximately 1,800 mcf/per day.
- d. The natural gas leases are owned by Champ Oil.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

21. Refer to the Revenue Requirement Calculation attached to Citipower's application.
- a. Confirm that the "Interest Expense" of \$96,658.00 as shown in the Revenue Requirement Calculation only contains the interest expense on the loan for which approval is requested herein, and if Citipower can not confirm, identify the lender, the principal amount, the interest rate, and the annual interest for any debt for which interest was included in the \$96,658.00 for the Interest Expense.
 - b. Identify the principal amount, the interest rate, and the payment schedule that Citipower used to calculate the Interest Expense in the revenue requirement for the loan for which approval is requested herein, and explain why you used those values to calculate the interest expense on that loan.
 - c. State what effect the Federal Reserve's July 2019 rate cut will have on the calculation of Citipower's interest expense in the revenue requirement, and explain each basis for Citipower's response.

Response:

- a. Citipower confirms.
- b. Citipower used the maximum terms of the financing as described in the confidential Letter of Interest.
- c. While it may have a favorable impact (lower interest rate), it is unknown what the Federal Reserve and/or capital markets may or may not do between now and the time the loan is obtained at closing. All Citipower can reliably support at this time is what was originally offered by the lender.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

22. Refer to Citipower's application in which it indicated that it expected to be able to obtain gas it is currently getting from Citizens through the Herbert White pipeline at a rate consistent with the rate it is obtaining gas from Forexco, Inc., which is lower than the rate at which it is obtaining gas from Citizens.
- a. State when Citipower expects this decrease in the cost of gas to be reflected in customer rates.
 - b. State whether Citipower contends that it would be reasonable to reflect this expected decrease in the cost of gas in rates, whether in base rates, Citipower's Gas Cost Recovery rate, or some other rate rider or surcharge at the time that any increase in the costs associated with the purchase of the Herbert White pipeline is reflected in rates. Explain the basis for your response.

Response:

- a. The decrease will begin to be reflected in the GCR which reports activity occurring after the closing date.
- b. Citipower agrees that it would be reasonable to make the decrease in gas costs effective the same time the increase in base rates associated with the purchase of the Herbert White pipeline occurs; however, Citipower believes that the most appropriate way to account for the decrease in the cost of gas would be through the quarterly GCR filings. Due to the nature of the GCR filings, the decrease in the cost of gas would not be reflected in the same month as the increase would occur. For example, if the increase in base rates is effective as of October 1, 2019, the gas costs associated with October 2019 are not included in a quarterly GCR filing until the end of February or first of March.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

23. Refer to the Schedule of Adjusted Operations attached to the application in which Citipower made a pro forma adjustment to Miscellaneous Service Revenues" in the amount of \$27,375.00.
- a. State whether the adjustment to "Miscellaneous Service Revenues" reflects an increase in amounts earned from transporting gas over the Herbert White pipeline.
 - b. Explain how that amount was estimated, and provide and explain any estimates or assumptions Citipower made to estimate that amount.

Response:

- a. Yes the adjustment to "Miscellaneous Service Revenues" reflects this.
- b. Please see the footnotes to the Schedule of Adjusted Operations attached to Citipower's application in this matter.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

24. Refer to recent Commission cases in which the Commission has generally found that the payment of 100 percent of employees health insurance and related premiums is not a reasonable cost and in which the Commission has utilized the average employee contribution rates in the Bureau of Labor Statistics report to adjust utilities' health insurance premium expense when a utility has not required employees to pay any portion of health insurance premiums.
- a. Explain why Citipower contends that it is reasonable to continue to pay 100 percent of the premiums for employees' health insurance.
 - b. Identify the job title and describe the work duties and necessary training for each employee of Citipower for which Citipower pays 100 percent of the employee's health insurance premium costs, and explain whether, and if so why, Citipower contends it is necessary to provide the benefit to retain the employees.

Response:

- a. Please see Citipower's response 12c. to Staff's Second Request for Information in Case No. 2017-00179 which stated as follows:

Response 12c. When making an initial offer for employment, Citipower factors the cost of covering the employee's insurance into the compensation package. If Citipower were to require employee contribution, it would need to increase the salary/hourly pay for each employee to make the employees "whole".
- b. Please see Responses 35 and 36 to Staff's First Request for the job titles and work duties. This benefit is part of the compensation package offered to the employees upon hiring and it is difficult to find employees with the needed skill set in close proximity to Citipower. Citipower's field supervisor and field techs have to be trained and/or certified in the following areas: (1) join plastic pipe with heat fusion; (2) join plastic pipe with mechanical coupling; (3) install meter and regulator sets; (4) install domestic service line; (5) atmosphere corrosion control; (6) tap pipelines under pressure; (7) purging pipelines; (8) monitoring odorization; (9) perform patrol and leakage surveys; (10) locate and mark underground facilities; (11) test pipelines; (12) inspect regulators; (13) inspect emergency valves; (14) how to prevent accidental ignition; (15) make permanent field repairs on gas pipelines; and, (16) abandon/deactivate pipelines. Citipower believes that this benefit is necessary to retain employees.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

- 25.
- a. State whether the rates proposed by Citipower include any expenses for the preparation of this case, and if so, identify those expenses and provide detailed invoices for those expenses.
 - b. Identify all expenses incurred in preparing this case, regardless of whether the expenses were used to calculate Citipower's proposed rates, and provide detailed invoices for those expenses.

Response:

- a. The rates do not include any rate case expenses. Citipower would request that rate case expense be amortized over three years as was done in Case No. 2017-00170. Please see the attached invoices.
- b. Please see the response to a. above.

Goss Samford, PLLC
Suite B-325
2365 Harrodsburg Road
Lexington, KY 40504
Telephone: 859-368-7740

March 05, 2019

Invoice No. 4147

Citipower, LLC
Attn: Dan Forsberg, President
2309 W. Cone Blvd.
Suite 200
Greensboro, NC 27408

Client Number: 0650 Citipower, LLC
Matter 0650 Citipower, LLC - Adjustment to General Rates
For Services Rendered Through 2/28/2019.

Fees

<u>Ticket #</u>	<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
<u>156</u>	2/1/2019	LAH	Separate telephone conferences with A. Forsberg and D. Forsberg re issues for potential PSC filing; email to D. Forsberg re same.	1.00	\$195.00
<u>157</u>	2/19/2019	LAH	Review voicemail from A. Forsberg; telephone conference with A. Forsberg; review email and documents received from A. Forsberg.	1.00	\$195.00
<u>158</u>	2/20/2019	LAH	Telephone conference with A. Forsberg re ARF filing.	0.50	\$97.50
<u>159</u>	2/21/2019	LAH	Conference call with A. Forsberg re ARF filing; review all documents forwarded by A. Forsberg and make notes re same.	2.30	\$448.50
<u>160</u>	2/26/2019	LAH	Voicemail to A. Forsberg re scheduling time to discuss filing; review in depth documents forwarded by A. Forsberg; review applicable regulations for filing; review PSC checklists for filing and make notes re same.	3.00	\$585.00
<u>161</u>	2/27/2019	LAH	Email to A. Forsberg with PSC checklists attached.	0.10	\$19.50
<u>162</u>	2/28/2019	LAH	Exchange voicemails with A. Forsberg re filings; email to A. Forsberg re same.	0.10	\$19.50
Billable Hours / Fees:				8.00	\$1,560.00

Continued On Next Page

Client Number: 0650
Matter Number: 0650

Timekeeper Summary

Timekeeper LAH worked 8.00 hours at \$195.00 per hour, totaling \$1,560.00.

Payment Detail

<u>Date</u>	<u>Description</u>	<u>Amount</u>
2/28/2019	Check Number 0001726 for Prior Balance of 3495 on Inv# 4078	(\$136.50)
Total Payments Received:		(\$136.50)

Current Invoice Summary

Prior Balance:	\$727.56	
Payments Received:	(\$136.50)	Last Payment: 2/28/2019
Unpaid Prior Balance:	\$591.06	
Current Fees:	\$1,560.00	
Advanced Costs:	\$0.00	
TOTAL AMOUNT DUE:	\$2,151.06	

Goss Samford, PLLC

Suite B-325
2365 Harrodsburg Road
Lexington, KY 40504
Telephone: 859-368-7740

April 04, 2019

Invoice No. 4195

Citipower, LLC
Attn: Dan Forsberg, President
2309 W. Cone Blvd.
Suite 200
Greensboro, NC 27408

Client Number: 0650 Citipower, LLC
Matter 0650 Citipower, LLC - Adjustment to General Rates
For Services Rendered Through 3/31/2019.

Fees

<u>Ticket #</u>	<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
<u>164</u>	3/3/2019	LAH	Complete review of all documents forwarded by A. Forsberg to prepare for telephone conference.	1.00	\$195.00
<u>163</u>	3/4/2019	LAH	Telephone conference with A. Forsberg re questions on checklist and options for filing; review email from A. Forsberg re five year consumption; review checklists and notes re filing.	1.20	\$234.00
<u>165</u>	3/6/2019	LAH	Review email and attachment from A. Forsberg re bank letter.	0.30	\$58.50
<u>166</u>	3/7/2019	LAH	Telephone conference with A. Forsberg re bank letter; print and review hard copy without tracked changes.	0.30	\$58.50
<u>167</u>	3/12/2019	LAH	Review email and voicemail from A. Forsberg re documents for filing; begin review of documents.	0.80	\$156.00
<u>168</u>	3/13/2019	LAH	Continue to review documents; telephone conference with A. Forsberg re same.	1.20	\$234.00
<u>169</u>	3/14/2019	LAH	Multiple telephone conferences with A. Forsberg re documents for filing; print and begin final review.	2.00	\$390.00
<u>172</u>	3/18/2019	LAH	Telephone conference with A. Forsberg re filing; exchange emails with A. Forsberg re same.	0.50	\$97.50
<u>173</u>	3/18/2019	LAH	Review emails and attachments from A. Forsberg re filing.	0.50	\$97.50

Continued On Next Page

Client Number: 0650
Matter Number: 0650

<u>174</u>	3/20/2019	LAH	Draft portions of Application.	1.00	\$195.00
<u>170</u>	3/22/2019	LAH	Telephone conference with A. Forsberg re case filing; review documents and emails from A. Forsberg re same; continue drafting Application and documents for filing.	2.00	\$390.00
<u>171</u>	3/24/2019	LAH	Complete draft of Application; email to A. Forsberg re same.	2.50	\$487.50
<u>175</u>	3/25/2019	LAH	Review and edit draft of Application; conference with E. Buckley re reviewing same; add information for CPCN request; telephone conference with S. Jankowski re customer notice question; exchange emails with A. Forsberg re same; telephone conference with A. Forsberg re customer notice and other filing issues; review revised customer notice from A. Forsberg; review additional documents provided by A. Forsberg re map of pipeline location and NDA with Champ Oil; edit Application with additional information from A. Forsberg and E. Buckley.	4.00	\$780.00
<u>176</u>	3/25/2019	MEB	Conference with A. Honaker re Application to acquire pipeline, approval of financing, and adjustment of rates; research re same; suggest revisions to draft Application; additional conference with A. Honaker.	1.00	\$175.00
<u>187</u>	3/26/2019	LAH	Multiple telephone conferences with A. Forsberg; review edited exhibits and attachments from A. Forsberg; continue to edit and review entire Application and exhibits; Review new zip folder forwarded by A. Forsberg and save same; forward drafts to A. Forsberg for review; edit drafts with A. Forsberg's revisions.	3.50	\$682.50
<u>177</u>	3/27/2019	DSS	Review and edit the draft Application; review exhibits; conference with A. Honaker re same; conference call with A. Honaker re Application and motion for deviation.	1.10	\$302.50
<u>178</u>	3/27/2019	KR	Scanned draft Application to LAH for client review.	0.10	\$9.00
<u>186</u>	3/27/2019	LAH	Multiple telephone conferences with A. Forsberg re filing; continue drafting Application and editing exhibits and attachments; conference with D. Samford re filing; edit Application; telephone conference with J. Pinney re Motion for Deviation; draft Motion for Deviation; conference with D. Samford re motion; exchange multiple emails with A. Forsberg re filing.	4.00	\$780.00
<u>179</u>	3/28/2019	KR	Made edits to the draft Application.	0.10	\$9.00

Continued On Next Page

Client Number: 0650
Matter Number: 0650

<u>180</u>	3/28/2019	DSS	Review and edit the draft motion for a filing deviation and motion for confidential treatment; conferences with A. Honaker re same.	0.70	\$192.50
<u>181</u>	3/28/2019	KR	Assisted with the preparation of the Application.	1.00	\$90.00
<u>182</u>	3/28/2019	MEB	Conference with A. Honaker re motion for confidential treatment.	0.10	\$17.50
<u>185</u>	3/28/2019	LAH	Multiple telephone conferences with A. Forsberg re filing; edit multiple documents for filing and forward for A. Forsberg's review; print and organize Application; scan and forward to A. Forsberg for review; draft motion for confidential treatment; review and edit motion for deviation; forward motions for A. Forsberg's review; conference with D. Samford re motions and edit same; review multiple revised documents forwarded by A. Forsberg; edit Motion for Confidential Treatment based on telephone conference with A. Forsberg; save depreciation schedule to CDs (14 copies), save Map to confidential CD (2 copies); draft cover letter; tab, organize and scan final version to A. Forsberg; review multiple emails from A. Forsberg re same.	6.50	\$1,267.50
<u>183</u>	3/29/2019	KR	Assembled Application pressboards.	2.20	\$198.00
<u>184</u>	3/29/2019	LAH	Final review of Application, Motions and confidential information; print, copy, tab, bind and prepare original and copies for filing at the PSC; prepare copies for Certificate of Service; prepare copies for filing and mailing and coordinate filing of same with K. Ryan and E. Buckley; scan and forward copy of final application to A. Forsberg and V. Smith; telephone conference with A. Forsberg re filing.	4.20	\$819.00
<u>188</u>	3/29/2019	MEB	Assist with distribution of Application materials and conferences with A. Honaker, K. Ryan re same.	0.50	\$87.50
<u>191</u>	3/29/2019	KR	Travel to KYPSC to file Application and to deliver copies to the AG's office (time split with other clients).	0.75	\$67.50

Billable Hours / Fees:	43.05	\$8,071.00
-------------------------------	--------------	-------------------

Continued On Next Page

Client Number: 0650
Matter Number: 0650

Timekeeper Summary

Timekeeper LAH worked 35.50 hours at \$195.00 per hour, totaling \$6,922.50.
Timekeeper MEB worked 1.60 hours at \$175.00 per hour, totaling \$280.00.
Timekeeper DSS worked 1.80 hours at \$275.00 per hour, totaling \$495.00.
Timekeeper KR worked 4.15 hours at \$90.00 per hour, totaling \$373.50.

Cost Detail

<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
<u>12643</u>	3/29/2019	Mileage for Roundtrip to Frankfort to file Application and to deliver copies to the AG's office (JKR).	\$11.20
<u>12640</u>	3/29/2019	Postage to mail copy of Application to client's KY office.	\$8.30
<u>12634</u>	3/29/2019	Photocopies-for filing Application and associated motions.	\$123.20
<u>12658</u>	3/29/2019	238 Number tabs for Application pressboards.	\$119.00
<u>12659</u>	3/29/2019	7 Pressboards for Application.	\$32.50
<u>12661</u>	3/29/2019	16 CDs for Application.	\$40.00
Total Costs			\$334.20

Payment Detail

<u>Date</u>	<u>Description</u>	<u>Amount</u>
3/25/2019	Check Number 0001743 against Inv# 4147	(\$1,560.00)
Total Payments Received:		(\$1,560.00)

Current Invoice Summary

Prior Balance:	\$2,151.06	
Payments Received:	(\$1,560.00)	Last Payment: 3/25/2019
Unpaid Prior Balance:	\$591.06	
Current Fees:	\$8,071.00	
Advanced Costs:	\$334.20	
TOTAL AMOUNT DUE:	\$8,996.26	

Goss Samford, PLLC
Suite B-325
2365 Harrodsburg Road
Lexington, KY 40504
Telephone: 859-368-7740

June 05, 2019
Invoice No. 4345

Citipower, LLC
Attn: Dan Forsberg, President
2309 W. Cone Blvd.
Suite 200
Greensboro, NC 27408

Client Number: 0650 Citipower, LLC
Matter 0650 Citipower, LLC - Adjustment to General Rates
For Services Rendered Through 5/31/2019.

Fees					
<u>Ticket #</u>	<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
<u>211</u>	5/3/2019	LAH	Exchange emails with A. Forsberg re case status.	0.10	\$19.50
<u>202</u>	5/14/2019	DSS	Review the Commission's Order; email exchange with A. Honaker re same.	0.30	\$82.50
<u>205</u>	5/14/2019	LAH	Forward Commission Order to A. Forsberg for review; telephone conference with A. Forsberg re how to send revised customer notice; exchange emails with D. Samford re PSC Order; conference with D. Samford re same.	0.70	\$136.50
<u>206</u>	5/14/2019	LAH	Review Commission Order granting deviation and citing deficiency.	0.30	\$58.50
<u>208</u>	5/15/2019	LAH	Email to A. Forsberg re documents sent; review documents.	0.50	\$97.50
<u>212</u>	5/20/2019	LAH	Telephone conference with A. Forsberg re customer notice; review customer notice and Residential BA forwarded by A. Forsberg.	0.40	\$78.00
<u>203</u>	5/23/2019	DSS	Review the revised draft of the amended notice and edit same; conference with A. Honaker re revisions.	0.20	\$55.00
<u>204</u>	5/23/2019	LAH	Exchange emails with A. Forsberg re customer notice; telephone conference with A. Forsberg re same; review and edit customer notice and cover letter to include in customer bills; conference with D. Samford re same.	0.80	\$156.00
<u>207</u>	5/23/2019	LAH	Exchange texts with J. Pinney re deficiencies; telephone conference with J. Pinney re same.	0.20	\$39.00

Continued On Next Page

Client Number: 0650
Matter Number: 0650

<u>209</u>	5/29/2019	LAH	Telephone conference with A. Forsberg re customer notice mailed; review emails from A. Forsberg re customer notice to file for deficiency filing.	0.40	\$78.00
<u>210</u>	5/30/2019	LAH	Prepare cover letter for deficiency filing; compile filing and forward to A. Forsberg for review; exchange emails with A. Forsberg re edits to same; edit same.	0.50	\$97.50
<u>215</u>	5/31/2019	ES	Travel to Frankfort to make filing.	0.00	\$50.00
Billable Hours / Fees:				4.40	\$898.00
Flat Charge Hours / Fees:					\$50.00

Timekeeper Summary

Timekeeper LAH worked 3.90 hours at \$195.00 per hour, totaling \$760.50.

Timekeeper DSS worked 0.50 hours at \$275.00 per hour, totaling \$137.50.

Timekeeper ES - flat charges totaling \$50.00.

Cost Detail

<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
<u>13022</u>	5/20/2019	Photocopies-Copy of Order for filing.	\$0.50
<u>13105</u>	5/31/2019	Photocopies-Deficiency filing.	\$6.60
Total Costs			\$7.10

Payment Detail

<u>Date</u>	<u>Description</u>	<u>Amount</u>
5/20/2019	Check Number 0001770 against Inv# 4195	(\$4,202.60)
5/28/2019	Check Number 0001775 against Inv# 4256	(\$900.50)
5/28/2019	Check Number 0001775 against Inv# 4256	(\$0.30)
Total Payments Received:		(\$5,103.40)

Continued On Next Page

Client Number: 0650
Matter Number: 0650

Current Invoice Summary

Prior Balance:	\$5,694.46	
Payments Received:	(\$5,103.40)	Last Payment: 5/28/2019
Unpaid Prior Balance:	<u>\$591.06</u>	
Current Fees:	\$948.00	
Advanced Costs:	\$7.10	
TOTAL AMOUNT DUE:	<u><u>\$1,546.16</u></u>	

Goss Samford, PLLC
Suite B-325
2365 Harrodsburg Road
Lexington, KY 40504
Telephone: 859-368-7740

July 09, 2019
Invoice No. 4349

Citipower, LLC
Attn: Dan Forsberg, President
2309 W. Cone Blvd.
Suite 200
Greensboro, NC 27408

Client Number: 0650 Citipower, LLC
Matter 0650 Citipower, LLC - Adjustment to General Rates
For Services Rendered Through 6/30/2019.

Fees				
<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
6/3/2019	LAH	Draft affidavit for mailing of customer notice; email to A. Forsberg with questions re same; forward affidavit to A. Forsberg for review.	0.50	\$97.50
6/3/2019	LAH	Exchange emails with A. Forsberg re affidavit of customer notice mailing; prepare affidavit; email to A. Forsberg for review.	0.40	\$78.00
6/4/2019	LAH	Exchange emails with A. Forsberg re affidavit being signed.	0.10	\$19.50
6/11/2019	LAH	Exchange emails with A. Forsberg re drafting letter to Office of Property Valuation.	0.10	\$19.50
6/12/2019	DSS	Telephone conference with A. Honaker re the draft letter to the Dept. of Revenue; review same; email A. Honaker.	0.20	\$55.00
6/12/2019	LAH	Review letter from Office of Property Valuation; draft letter requesting extension; conference with D. Samford re same; email to A. Forsberg re same.	0.60	\$117.00
6/13/2019	LAH	Edit draft letter requesting extension; email letter to A.Forsberg for review.	0.10	\$19.50
6/19/2019	DSS	Review correspondence from the Commission; conference with A. Honaker re same.	0.10	\$27.50
6/19/2019	LAH	Review no deficiency letter from PSC; forward same to A. Forsberg; conference with D. Samford re same.	0.20	\$39.00

Continued On Next Page

Client Number: 0650
Matter Number: 0650

6/20/2019	LAH	Draft cover letter for affidavit of mailing filing; prepare hard copies for filing with PSC; coordinate filing of same with E. Schrage.	0.40	\$78.00
6/28/2019	DSS	Review draft motion; conference with A. Honaker re same.	0.10	\$27.50
6/28/2019	LAH	Draft motion to convert; conference with D. Samford re same; email same to A. Forsberg for review.	0.70	\$136.50
Billable Hours / Fees:			3.50	\$714.50

Timekeeper Summary

Timekeeper LAH worked 3.10 hours at \$195.00 per hour, totaling \$604.50.
Timekeeper DSS worked 0.40 hours at \$275.00 per hour, totaling \$110.00.

Cost Detail

<u>Date</u>	<u>Description</u>	<u>Amount</u>
6/5/2019	5/31 Mileage for roundtrip to Frankfort to make filing (split with another client). Payee: Ethan R. Schrage	\$8.96
Total Costs		\$8.96

Current Invoice Summary

Prior Balance:	\$1,546.16
Payments Received:	\$0.00
Unpaid Prior Balance:	\$1,546.16
Current Fees:	\$714.50
Advanced Costs:	\$8.96
TOTAL AMOUNT DUE:	\$2,269.62

Goss Samford, PLLC
Suite B-325
2365 Harrodsburg Road
Lexington, KY 40504
Telephone: 859-368-7740

August 06, 2019

Invoice No. 4437

Citipower, LLC
Attn: Dan Forsberg, President
2309 W. Cone Blvd.
Suite 200
Greensboro, NC 27408

Client Number: 0650 Citipower, LLC
Matter 0650 Citipower, LLC - Adjustment to General Rates
For Services Rendered Through 7/31/2019.

Fees

<u>Ticket #</u>	<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
<u>227</u>	7/1/2019	LAH	Review procedural Order issued by PSC and calendar dates.	0.20	\$39.00
<u>228</u>	7/3/2019	LAH	Prepare cover letter for motion to convert filing; print and copy motion for filing at PSC; coordinate filing of same with E. Schrage.	0.40	\$78.00
<u>229</u>	7/5/2019	DSS	Review the Commission's scheduling order and calendar case deadlines.	0.20	\$55.00
<u>230</u>	7/9/2019	DSS	Review the data requests from the Commission; conference with A. Honaker re same.	0.40	\$110.00
<u>234</u>	7/9/2019	LAH	Review the data requests from the Commission; telephone conference with B. Bellamy from PSC re confidential request; review email and confidential request from B. Bellamy; forward same to A. Forsberg for review; conference with D. Samford re same.	0.80	\$156.00
<u>235</u>	7/9/2019	LAH	Review emails and attachments from A. Forsberg for responses to data requests; begin drafting template for responses to data requests.	0.50	\$97.50
<u>236</u>	7/12/2019	LAH	Review multiple emails from A. Forsberg and attachments for responses; review voicemail from A. Forsberg re question on data requests; exchange emails with A. Forsberg re same.	1.00	\$195.00

Continued On Next Page

Client Number: 0650
Matter Number: 0650

<u>237</u>	7/15/2019	LAH	Exchange multiple emails with A. Forsberg re responses to data requests; review multiple attachments including Excel spreadsheets from A. Forsberg re same; multiple telephone conferences with A. Forsberg re same; review material for confidential information to begin motion for confidential treatment; make notes of items still needed to complete responses; add headings to attachments; compile attachments into Word document; complete draft template of responses and email same to A. Forsberg for review.	4.00	\$780.00
<u>238</u>	7/17/2019	LAH	Exchange emails with A. Forsberg re status of responses and additional items needed.	0.20	\$39.00
<u>231</u>	7/18/2019	DSS	Review the Commission's procedural order.	0.10	\$27.50
<u>239</u>	7/18/2019	LAH	Multiple telephone conferences with A. Forsberg re items for responses; review multiple emails and attachments from A. Forsberg; insert additional information into the draft responses; update headings; review draft responses and edit same; print and scan complete draft with attachments; forward same to A. Forsberg for review.	2.40	\$468.00
<u>241</u>	7/18/2019	LAH	Review PSC Order converting to electronic filing; email same to A. Forsberg.	0.10	\$19.50
<u>232</u>	7/19/2019	DSS	Multiple conferences with A. Honaker re case status and draft data request responses.	0.20	\$55.00
<u>240</u>	7/19/2019	LAH	Review email and attached responses from A. Forsberg; review A. Forsberg's edits to same; incorporate edits and update draft responses; telephone conferences with A. Forsberg re same.	1.00	\$195.00
<u>242</u>	7/22/2019	LAH	Review multiple revised documents and additional documents for filing; conference with V. Smith re verification; complete large number of redactions for confidential filing; complete highlighted versions for confidential file; exchange multiple emails with A. Forsberg re responses; review additional edits from A. Forsberg; draft cover letter for filing; update and complete headings on all attachments; print and scan completed version to A. Forsberg for review for any additional edits before filing.	4.00	\$780.00
<u>244</u>	7/22/2019	LAH	Complete draft of motion for confidential treatment.	0.50	\$97.50
<u>233</u>	7/23/2019	DSS	Review and edit the draft motion for confidential treatment and cover letter; conferences with A. Honaker re the filing.	0.50	\$137.50

Continued On Next Page

Client Number: 0650
Matter Number: 0650

<u>243</u>	7/23/2019	LAH	Telephone conferences with A. Forsberg re final edits to responses. Insert updated responses; print complete version; scan and prepare complete responses for electronic filing; prepare paper copy with tabs and confidential filing; prepare CDs with Excel spreadsheets; electronically file cover letter and responses; coordinate with E. Schrage the paper copy filing.	4.00	\$780.00
				Billable Hours / Fees:	<u>20.50</u> <u>\$4,109.50</u>

Timekeeper Summary

Timekeeper LAH worked 19.10 hours at \$195.00 per hour, totaling \$3,724.50.

Timekeeper DSS worked 1.40 hours at \$275.00 per hour, totaling \$385.00.

Cost Detail

<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
<u>13495</u>	7/6/2019	Photocopies of Commission Scheduling Order.	\$0.70
<u>13500</u>	7/9/2019	Photocopies of Commission Data Requests.	\$1.60
<u>13510</u>	7/22/2019	Photocopies of data request responses.	\$249.00
<u>13511</u>	7/22/2019	Office supplies - CDs for Excell files for data request responses.	\$5.00
<u>13512</u>	7/30/2019	Office supplies - Numbered tabs (1-43) for data request responses (two sets).	\$43.00
Total Costs			<u>\$299.30</u>

Payment Detail

<u>Date</u>	<u>Description</u>	<u>Amount</u>
7/16/2019	Check Number 0001800 against Inv# 4345	(\$948.00)
7/16/2019	Check Number 0001800 against Inv# 4345	(\$7.10)
Total Payments Received:		<u>(\$955.10)</u>

Client Number: 0650
Matter Number: 0650

Current Invoice Summary

Prior Balance:	\$2,269.62	
Payments Received:	(\$955.10)	Last Payment: 7/16/2019
Unpaid Prior Balance:	<u>\$1,314.52</u>	
Current Fees:	\$4,109.50	
Advanced Costs:	\$299.30	
TOTAL AMOUNT DUE:	<u>\$5,723.32</u>	

03/27/2019 12:58 Citipower

*STAMPS
for BILLING
&
Customer Notice*

WHITLEY CITY
1387 N HIGHWAY 27
WHITLEY CITY
KY
42653-9998
2083400967
03/27/2019 (800)275-8777 12:54 PM

Product Description	Sale Qty	Final Price
US Flag Coil/1 00 (Unit Price:\$55.00)	4	\$220.00
US Flag Bklt/2 0 (Unit Price:\$11.00)	2	\$22.00
Purple Heart 1 2 (Unit Price:\$0.55)	10	\$5.50
Total		\$247.50
Personal/Bus Check		\$247.50

Preview your Mail
Track your Packages
Sign up for FREE @
www.informedelivery.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:
<https://postalexperience.com/Pos>
840-5400-1389-001-00026-05574-01

or scan this code with
your mobile device:



or call 1-800-410-7420.

YOUR OPINION COUNTS

Bill #: 840-54001389-1-2605574-1
Clerk: 07

RECEIVED

MAR 28 2019

*OK
@VS*

903.5

RECEIVED
MAR 27 2013

Office DEPOT OfficeMax®

LEXINGTON - (859) 971-1111
03/26/2019 1:06 PM



22VTPUUPU35564ECH

SALE	422-1-7314-450336-19.2.2	
633904	ENVELOPE,#10,C	37.99 S
	Subtotal:	37.99
	Sales Tax:	2.28
	Total:	40.27
	Visa 2271:	40.27

AUTH CODE 026876
TDS Chip Read
AID A0000000031010 VISA CREDIT
TVR 8000008000
CVS No Signature Required

RALPH SMITH 1203442999

Please create your online rewards
account at officedepot.com/rewards.
You must complete your account to
claim your rewards and view your
status.

Shop online at www.officedepot.com

WE WANT TO HEAR FROM YOU!

Visit survey.officedepot.com
and enter the survey code below:

15DJ F9SR 392K



The UPS Store - #4819
1067 North Main st
nicholasville, KY 40356
(859) 885-0075

03/26/19 01:27 PM

We are the one stop for all your
shipping, postal and business needs.

We offer all the services you need
to keep your business going.



001 000001 (003)	T1 \$ 60.00
Copies	QTY 500
Reg Unit Price \$ 0.12	
	SubTotal \$ 60.00
	STATESALESTAX (T1) \$ 3.60
	Total \$ 63.60

VISA CREDIT \$ 63.60
ACCOUNT NUMBER * *****2271
Appr Code: 026423 (I) Sale

ENTRY METHOD: ChipRead
MODE: Issuer
AID: A0000000031010
TVR: 8080008000
TSI: 6800
AC: EC74BB0F8AE24BB0
ARC: 00

Receipt ID 83063558673144888107 500 Items
CSH: Rebekkah Tran: 1677 Reg: 001

Thank you for visiting our store.
Please come back again soon.

Whatever your business and personal
needs, we are here to serve you.

We're here to help.
Join our FREE email program to receive
great offers and resources.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

26. Assuming the Commission approved Citipower's Certificate of Public Necessity and Convenience on September 27, 2019:
- a. State when Citipower expects that it will know whether it will be able to reach an agreement for the purchase of the Herbert White pipeline and explain the basis for Citipower's response;
 - b. State when Citipower expects that it will finalize the financing for the pipeline, and explain the basis for Citipower's response; and
 - c. State when Citipower expects that it will begin transporting natural gas through the Herbert White pipeline and explain the basis for Citipower's response.

Response:

- a. Citipower expects to know whether an agreement can be reached by October 31, 2019. Champ Oil desires to complete the sale as soon as possible.
- b. Citipower expects the financing to be finalized by December 31, 2019. To allow for time to complete final due diligence and title reviews, and factoring in the holiday season (which may delay the speed at which it takes to complete those), Citipower expects it to take approximately 90 days from the Commission's approval to close on the transaction.
- c. Citipower expects to begin transporting natural gas through the Herbert White pipeline by mid-to-late January 2020. Citipower foresees it only taking a couple of weeks to get the necessary upfront work complete; however, given the time of the year, winter weather could extend the timeline.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

- 27.
- a. State whether Citipower has sought or obtained financing terms from a lender other than the institution identified in the Letter of Interest attached to the application.
 - b. If not, explain why Citipower has not sought or obtained terms from another lender to determine if another lender could provide more favorable terms.
 - c. If so, please identify each such lender from which it obtained terms, and provide the material terms offered by each such lender.

Response:

- a. Citipower has not sought financing terms from a different lender.
- b. CitiEnergy's lender has collateral interest of CitiEnergy's and Citigas' assets and all of the units (stock) of Citipower. It is highly unlikely that another lender would be interested in submitting a proposal without first refinancing CitiEnergy's existing loans.
- c. Not Applicable.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

28. State whether Citipower is currently acting as a the guarantor of any loan and whether its property is currently being used as collateral for any loan, and if so, identify the borrower for the loan, the current balance of the loan, the interest rate for loan, the payment schedule for the loan, and the case in which Citipower obtained approval from the Commission to act as guarantor or to pledge its property to guarantee a loan.

Response:

Citipower is not acting as a guarantor of any loan and its property is not currently being used as collateral for any loan. CitiEnergy has pledged all of its ownership (100%) in Citipower to its current lender which was approved in Case No. 2004-00444.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

29. State whether Citipower anticipates that additional customers will seek to obtain service from Citipower if it purchases the pipeline, and if so, estimate the number of such customers, by customer class, that Citipower anticipates will seek to obtain service if it purchases the pipeline.

Response:

While we may have additional customers that will seek service based solely on the acquisition of the Herbert White pipeline, it is unknown at this time how many customers or the type of customers that may be. The only information available to Citipower regarding the existing customers served by the Herbert White pipeline is that there are 19 residential customers.

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

30.

Confidential:

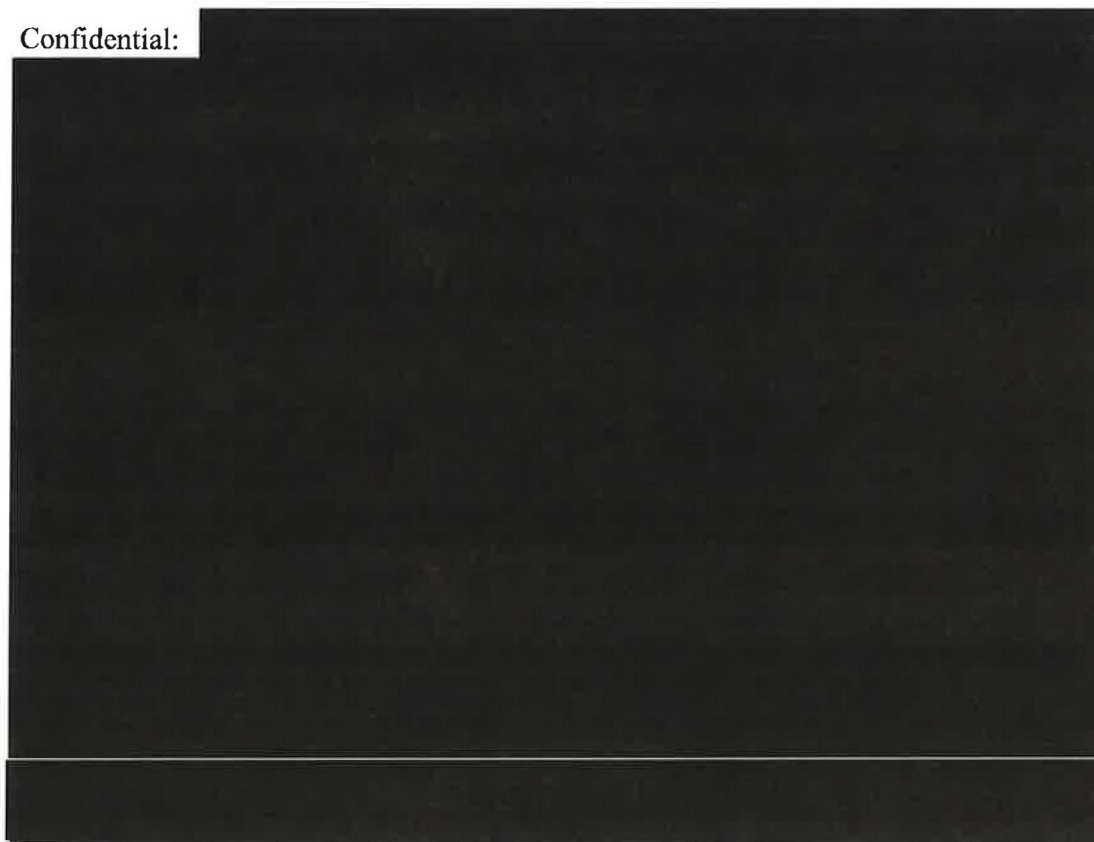
[Redacted]

Response:

[Redacted]

Citipower, LLC
Case No. 2019-00109
Commission Staff's Second Request for Information issued August 5, 2019

31. Confidential:



Response:



Item 31
Page 1 of 2
Witness: Adam Forsberg

