STATE OF FLORIDA

COMMISSIONERS: E. LEON JACOBS, JR., CHAIRMAN J. TERRY DEASON LILA A. JABER BRAULIO L. BAEZ MICHAEL A. PALECKI



DIVISION OF THE COMMISSION CLERK & ADMINISTRATIVE SERVICES BLANCA S. BAYÓ DIRECTOR (850) 413-6770 (CLERK) (850) 413-6330 (ADMIN)

Hublic Service Commission

November 13, 2001

F. Marshall Deterding, Esq. Rose, Sundstrom and Bentley, LLP 2548 Blairstone Pines Drive Tallahassee, Florida 32301

Re: Docket No. 010503-WU - Aloha Utilities, Inc. escrow agreement

Dear Mr. Deterding:

Enclosed is the escrow agreement obtained by Aloha in accordance with requirements approved in the Commission's agenda conference on November 6. The agreement has been signed by Blanca Bayó, the Commission's designated agent in such matters, and is being returned to you for forwarding to the bank.

Please let me know if anything further is required.

Sincerely,

Kay Flynn, Chief

Bureau of Records and Hearing Services

Enclosure

Ralph Jaeger, Esq., Division of Legal Services Bart Fletcher, Division of Economic Regulation

CCA Official Filing:

11/13/01********9:46 AM*******Kay Flynn********1

Kay Flynn

From:

Kay Flynn

Sent:

Tuesday, November 13, 2001 9:47 AM

To:

Ralph Jaeger

Cc:

Hong Wang; Blanca Bayo; Bart Fletcher

Subject:

RE: escrow agreement in Aloha docket 010503-WU

Thanks.

----Original Message----

From: Ralph Jaeger

Sent: Tuesday, November 13, 2001 7:46 AM

To: Kay Flynn

Cc: Hong Wang; Blanca Bayo; Bart Fletcher

Subject: RE: escrow agreement in Aloha docket 010503-WU

I have reviewed the escrow agreement and it is ok.

----Original Message----

From: Kay Flynn

Sent: Monday, November 12, 2001 8:55 AM

To: Ralph Jaeger

Cc: Hong Wang; Blanca Bayo; Bart Fletcher

Subject: escrow agreement in Aloha docket 010503-WU

Ralph, I see you were cc'd on Marty Deterding's letter with escrow agreement filed Friday. Have you had a chance to review it? Is the agreement acceptable and okay for Blanca's signature?

Kay

LAW OFFICES

ROSE, SUNDSTROM & BENTLEY, LLP

2548 Blairstone Pines Drive Tallahassee, Florida 32301

(850) 877-6555

MAILING ADDRESS
POST OFFICE BOX 1567
TALLAHASSEE, FLORIDA 32302-1567

Telecopier (850) 656-4029

ROBERT M. C. ROSE

Of Counsel

CHRIS H. BENTLEY, P.A.
F. MARSHALL DETERDING
MARTIN S. FRIEDMAN, P.A.
JOHN R. JENKINS, P.A.
STEVEN T. MINDLIN, P.A.
JOSEPH P. PATTON
DAREN L. SHIPPY, LL.M. TAX
WILLIAM E. SUNDSTROM, P.A.
JOHN L. WHARTON
JOHN L. WHARTON

November 9, 2001 VIA HAND DELIVERY

Blanca S. Bayo, Director Division of the Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Re:

Aloha Utilities, Inc.; PSC Docket No. 010503-WU

Application for Water Rate Increase

Our File No. 26038.35

Dear Ms. Bayo:

Attached in accordance with the requirements of Commission action on interim rates in the above-referenced docket taken at last Tuesday's agenda (November 6, 2001) is an executed Escrow Agreement to secure any potential refunds of interim rates. This is a standard Escrow Agreement as previously approved in a recent rate proceeding before the PSC. Please execute the relevant portions of the Escrow Agreement documents and keep a copy for your records.

If you will let me know by phone when this has been done, I will send someone over to obtain the documents and return them to the bank and the Utility to avoid delay in mailing. Thank you in advance for your immediate attention to this matter.

Sincerely,

ROSE, SUNDSTROM & BENTLEY

F. Marshall Deterring

For The Firm

APP	FMD/	tms
CAF	-ce:-	Ralph Jaeger, Esquire
CMP	***************************************	Mr. Bart Fletcher
COM		Mr. Stephen Watford
CTR	aloha\35	5\10bayo.ltr
ECR		
LEG		
OPC		
PAI		
RGO]		
SEC]		
SER	-	

OTH

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made by and between AmSouth Bank (the "Bank"), the Florida Public Service Commission ("FPSC"), and Aloha Utilities, Inc. (the "Utility"), a Florida corporation, upon the following terms, conditions and considerations:

WITNESSETH:

WHEREAS, Aloha Utilities, Inc. filed its application for increased water rates for its Seven Springs system on August 10, 2001 and;

WHEREAS, pursuant to the provisions of Chapter 367.082, Florida Statutes, the Commission authorized the Utility to implement interim rates during the pendency of its review of the Application and determination of the appropriate amount of the final rate increase and;

WHEREAS, pursuant to the provisions of Section 367.082, Florida Statutes and the Commission's decision of November 6, 2001, the Utility must implement those rates under appropriate security, including among other alternatives, escrow of all such increases and;

WHEREAS, on November 6, 2001, the FPSC voted to allow the Utility to implement increased interim rates subject to refunds during the pendency of this proceeding.

WHEREAS, the Bank has agreed to hold such funds in an interest bearing account, the parties agree as follows:

- 1. The foregoing representations are true and correct.
- 2. The difference between the prior approved rates of Aloha's Seven Springs water system and the increased rates being implemented as authorized pursuant to the Commission's decision of November 6, 2001 on interim, shall be deposited by the Utility in an escrow account held by the Bank.
- 3. The escrow account shall bear interest at the prevailing rate.
- 4. No funds will be withdrawn from the escrow account without the signature of both the Director of the Division of Records and Reporting of the FPSC and the President of the Utility. Signature cards executed by the Director of the Division of the Commission Clerk and Administrative Services of the FPSC and the President of the Utility shall designate the appropriate authorized signature for each.
- 5. The Bank shall forward regular monthly statements (including canceled checks) to the Utility and shall mail a copy of the monthly account statement to the FPSC, Attn: Blanca S. Bayo, Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.
- 6. The Bank may, without reason, withdraw from this Agreement upon thirty (30) days written notice to the FPSC and to the Utility.
- 7. The Utility shall indemnify and hold the Bank harmless from any claim, demand or loss suffered by the Bank, and the cost thereof (including court costs and attorney fees for negotiation, trial and appeal).

- 8. This escrow account is established pursuant to the provisions of Section 367.082, Florida Statutes for the benefit of the Utility's customers, in the event that the final rates approved by the Commission are less than those implemented by Aloha on November 6, 2001.
- 9. Information concerning the escrow account shall be available from the Bank to the FPSC and its representatives at all times.
- 10. Pursuant to Cosentino v. Elson, 263 So.2d 253 (Fla. 3rd DCA 1972), escrow accounts are not subject to garnishment.

THIS AGREEMENT shall become effective and binding upon all parties upon the date that it becomes executed by all parties.

ALOHA UTILITIES, INC.

BY: Stephen Watford, President

(Corporate Seal)

AmSouth Bank of Florida Holiday Office

2338 U.S. Hwy 19 Holiday, FL 34691

(Corporate Seal)

AmSouth BANK

BY:

FLORIDA PUBLIC SERVICE COMMISSION

BY

Director, Division of the Commission Clerk and Administrative Services

(Seal)

Account Package (Non-Personal Checking/Savings Services)

Florida		HOLIDAY	,	00322
BANK NAME		BRANCH NAME		BRANCH ND.
ALOHA UTILITIES INC	C ESCROW ACCOUNT			591299038
CUSTOMER NAME				FEDERAL TAX ID#
6915 PERRINE RANC	H RD NEW PORT RICHEY, I	FL 34655-3904		
CUSTOMER ADDRESS				
CUSTOMER E-MAIL ADDRESS(ES)				
727-372-0115		10/26/2001	F016971	322MG
PRIMARY PHONE	SECONDARY PHONE	OPEN DATE	OPENED BY	OFFICER NUMBER
Please check appropriate box:	Individual/Sole Proprietor	X Corporation Partnersi	nto 🔲 Other	

If this account is a proprietorable or purmerable account, the personial signing below: (a) authorize the bank named above (the "Bank") to open the account noted below in the name of the proprietorable/permerable fated on this application for the account; (b) agrees to be bound by the terms of the Bank's outstoner agreement, rules and regulations, and achieckle of charges, as now in force and as amended from time to time hereafter, related to the account noted below; and (c) acknowledges receipt of a copy of the applicable outstoner agreement now in force.

If this is a permership account, it is also agreed that: (a) each of the persons signing below is a general and not a limited pertner, unless otherwise noted on this form and other documents which may be required, and that there are no other pertners; (b) each signator indicated below has full authority to represent, sign for, and bind the pertnership; and (c) the authority of each pertner, unless orderwise indicated, shall be binding upon the pertnership and every member thereof, notwithstanding any death, dissolution, or other circumstances until written notice of revocation of such authority from one of them shall have been received by the Bank.

If this account is a corporation or organization account, it is agreed that the Cettified copy of Resolution of the Board of Directors shall be a part of the applicable outcomer agreement for the account noted below. By signing below, the authorized signators for such an account; (at agrees that the corporation or organization shall be bound by the terms of the Bank's outcomer agreement, rules and regulations, and schedule of charges, as now in force and as amended from time to time hereafter, related to the account noted below; and (b) acknowledges receipt of a copy of the applicable outstomer agreement now in force.

If this account is established by a Limited Liability Company (LLC) it is agreed that: (a) the party or parties named below serve as a manager or member of the LLC or have been expressly so named shall extractly to represent, sign for and bind the LLC; (b) the exthortly of each person so named shall continue until writen notice of revocation of such authority in form and continue until have been received by the Sank and (b) the LLC acknowledges receipt of and egress to be bound by the Sank's customer agreement, rules and regulations and pricing schedules as are now in force and as may be smended from time to time in the future.

If this account is a Public Funds Account held by a public entity, it is also agreed that each of the persons signing below has been authorized by the public entity to act for it in opening this account and in making the following representations: (a) the public entity agrees to be bound by the rules of the Bank in relation to the AmSouth Public Funds Account as now in force and as they may be amended from there to time herester and hereby acknowledges received of a copy of the applicable rules as now in force; and tip the public entity bereby certifies: (ii) that its funds are derived solely from tax dollars and (iii) that it is a governmental entity or an organization not operated for profit and operated primarily for educational or other similar purposes.

The Bank is authorized to pey checks, drefts, notes or other orders of withdrawal, or to receive the same for credit of, or in payment from the payee, or any other legal holder when so signed, without inquiry into the circumstances of issue or the disposition of their process, whether drawn to the inclinitional order or tendered in payment of individual obligations of the personals signing below or otherwise. The Bank is authorized to supply any endorsament for the proprietor/sinjectoring-organization/public entity on any check or other instrument rendered for deposit to this account and it is hereby relieved of any liability in connection with collection of such items which are handled by it without negligenes and it shall not be liable for the acts of its agents, sub-spents or others or for any casualty. Any amount not collected on items deposited to this account, including sepanses incurred, and any other outside expanse incurred on account of this account, including reasonable attorneys' less, may be charged to it. All operating fees not collected may lead back to this account or, it grouped, the account to charge.

Signature Card

Account ALOHA UTILITIES INC ESCROW ACCOUNT Title ESCROW ACCOUNT 6915 PERRINE RANCH RD NEW PORT RICHEY, FL 34655-3904 Address	Account Number DA RelationshiPlus - Business Chacking Account Type
Monature	Type or Print Name & Title
Atentity assent	Stephen G. Watford Aloha Utilities, Inc.
Blure 2. Kurs	Blanca S. Bayo FL. Public Service Commission
The signature(s) appearing above is/are duly authorized signature which the Bank will recognize in the payment of funds and the transactions must be checked the first transactions must be compared to the co	- 40

Thank you for banking with AmSouth!

Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including U.S. resident slien).

Note - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Customer Stoneture State State Out

10/26/2001

Distribution Checking: Original - CMI Operations Copy - Customer Distribution Savings: Original - Branch 2nd Signed Copy - CMI Operations Copy - Customar

Form # 62101XX Ray 07/2001

Account Package ANSOUTH (Non-Personal Checking/Savings Services)

Florida		HOLIDAY	00322
BANK NAME		BRANCH NAME	BRANCH NO.
ALOHA UTILITIES INC	ESCROW ACCOUNT		591299038
CUSTOMER NAME			FEDERAL TAX ID#
6915 PERRINE RANCI	H RD NEW PORT RICHEY	Y, FL 34655-3904	
CUSTOMER ADDRESS			· ·
CUSTOMER E-MAIL ADDRESS(ES)			
727-372-0115		10/26/2001 F016971	322MG
PRIMARY PHONE	SECONDARY PHONE	OPEN DATE OPENED BY	OFFICER NUMBER
Please check appropriate box:	Individual/Sole Proprietor	Corporation Partnership Other	R.

If this account is a proprietoratip or partnership account, the personial signing below: (a) authorize the bank named above (the "Bank") to open the account noted below in the name of the (opennership listed on the application for the account (ii) agreed to be bound by the terms of the Bank's outtomer generant, rules and regulations, and schedule of charges, as now in force and from time to time herester, execut or the account noted before and (c) acknowledges receipt of a copy of the applicable outsomer agreement now in force.

If this is a partnership account, it is also agreed that: (a) each of the persons signing below is a general and not a limited partner, unless otherwise noted on this form and other documents which may be required, and that there are no other pertners; (b) each signator indicated below has full authority to represent, sign for, and bind the pertnership and ic) the authority of each pertner, unless otherwise indicated, shall be borong upon the pertnership and every member thereof, notwithstanding any death, dissolution, or other curcumstances until written notice of revocation of such surfnormly from one of them shall have been received by the Bank.

If the account is a corporation or organization account, it is agreed that the Carufeo copy of Resolution of the Board of Directors shall be a part of the applicable customer agreement for the account noted below. By signing below, the authorized signators for such an account; (a) agrees that the corporation or organization shall be about by the terms of the Bant's customer agreement, rules and regulations, and schedule of charges, as now in force and as amended from time to time hereafter, related to the account noted below; and (b) acknowledges receipt of a copy of the applicable customer agreement now in force.

If this account is established by a Limited Liability Company (LLC) it is agreed that: (a) the party or pattles named below serve as a manager or member of the LLC or have been expressly appointed in writing by a menager or member of the LLC; to handle braiking transactions for the LLC; (b) each party has full excitority to represent, alon for end bind the LLC; (c) the surfority of sech person so named shall continue until written notice of revocation of such authority in form and content establishment of the Bank shall have been resched by the Bank and (d) the LLC acknowledges receipt of and agrees to be bound by the Bank's customer agreement, rules and regulations and pricing schedules as are now in force and as may be smended from time to time in the future.

If this account is a Public Funds Account hidd by a public entity, it is also agreed that each of the persons signing below has been authorized by the public entity to act for it in opening this account and in making the following representations: (a) the public entity agrees to be bound by the rules of the Bank in relation to the AmSouth Public Funds Account as now in force and as they may be amended from time to time hereafter and hereby acknowledges receipt of a copy of the applicable rules as now in force; and (b) the public entity hereby certifies: (ii) that its funds are defined solely from tax defined and (ii) that it is a governmental entity or an organization not operated for portified operated primarily for educational or other similar purposes.

The Bank is authorized to pay checks, drafts, notes or other orders of withdrawel, or to receive the same for credit of, or in payment from the payee, or any other legal holder when so signed, without inquiry into the circumstances of issue or the disposition of their proceeds, whether drawn to the individual order or tendered in payment of individual obligations of the personal signing below or otherwise. The Bank is authorized to supply any endorsament for the proprietors/apparne rum, including reasonable attorneys' fees, may be charged to it. All operating fees not collected may also be charged back to this account or, il grouped, the account to charge.

Signature Card

Account ALOHA UTILITIES INC ESCROW ACCOUNT Title ESCROW ACCOUNT 6915 PERRINE RANCH RD NEW PORT RICHEY, FL 34655-3904 Address	Account Number DA RelationshiPlus - Business Checking Account Type
Significance /	Type or Print Name & Title
Stock III/ablia	Stephen G. Watford Aloha Utilites, Inc.
Polumes & Burgi	Blanca S. Bayo FL. Public Service Commission
The signature(s) appearing above is/are duly authorized signature which the Bank will recognize in the payment of funds and the transactions must be checks, drafts, acceptance, notes and other transactions must be	

Thank you for banking with AmSouth!

Cartification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including U.S. resident alien).

Note -	You mus	t cross	out item	2 above	if you	have !	been	notif	ed/by	the If	as th	at you	878	currently	subject	to	backup	withholding	because	of
underre	porting in	terest o	r dividend	on Agin.	tax retu	m.	//	' /	′/ `			•		•	•			withholding		

Styro Twicofe Date 10/26/2001

Distribution Checking: Original - CMI Operations Copy - Customer

Distribution Savings: Original • Branch 2nd Signed Copy • CMI Operations

Account Package (Non-Personal Checking/Savings Services)

Florida	HOLID		00322 BRANCH NO.
BANK NAME	BRANCH	VAME	591299038
ALOHA UTILITIES INC ESCROW ACCOUNT CUSTOMER NAME			FEDERAL TAX ID#
6915 PERRINE RANCH RD NEW PORT RICH CUSTOMER ADGRESS	IEY, FL 34655-3904		
CUSTOMER E-MAIL ADDRESSIES)			
727-372-0115 PRIMARY PHONE SECONDARY PHONE	10/26/2001 OPEN DATE	F016971 OPENED BY	322MG OFFICER NUMBER
Please check appropriate box: Individual/Sole Proprietor	Corporation Par	tnership Dther	the state of the s
If this account is a proprietorable or partnership account, the proprietorable/partnership listed on this application for the account; (b) agrees as amended from time to time hereafter, related to the account noted below;	to be bound by the terms of the Bank's cut	itomer agreement, rules and re	iguistions, and achequia of charges, as now in force and
If this is a partnership account, it is also agreed that: (a) each of may be required, and that there are no other partners; (b) each algostor in otherwise indicated, shall be binding upon the partnership and every member one of them shall have been received by the Bank.	idicated below has full authority to repres	ent, sign for, and bind the par	rtnership; and (c) the authority of each pertner, unless
If this account is a corporation or organization account, it is a account noted below. By signing below, the authorized signators for such a end regulations, and achedula of charges, as now in force and as amended in agreement now in force.	an account: (a) agrees, that the corporation	or organization shall be bound	by the terms of the Bank's customer agreement, rules
If this account is established by a Limited Liability Company it appointed in writing by a manager or member of the LLC to handle banking t so named shall continue until written notize of travocation of such authority agrees to be bound by the Bank's customer agreement; rules and regulations.	transactions for the LLC; (b) each party has in form and content satisfactory to the Ba	tull authority to represent, sig nk shall have been received by	in for end bind the LLC; (c) the authority of each person the Bank and (d) the LLC acknowledges receipt of and
If this account is a Public Funds Account held by a public entit account and in making the following representations: (a) the public entity age amended from time to time herester and hereby acknowledges receipt of a loaser said (ii) that it is a governmental entity or an organization not operated	press to be bound by the rules of the Bank is copy of the applicable rules as now in force	In relation to the AmSouth Put i; and (b) the public entity here	blic Funds Account as now in force and as they may be sby cartifles: (i) that its funds are derived solely from tax
The Bank is authorized to pay checks, drafts, notes or other ord without inquiry into the circumstances of issue or the disposition of their proterviers. The Bank is subtroited to supply any endorsement for the proposed it is hereby relieved of any flability in connection with collection of such any casselity. Any amount not collected on titure deposited to this account account, including reasonable attorneys' fees, may be charged to it. All opera	ocaeds, whether drawn to the individual or ristorahip/partnership/corporation/organizati h hams which are handled by it without ne n may be charged back to this account, in-	der or tendered in payment of on/public entity on any check gligence end it shall not be liab oluding expenses incurred, and	individual obligations of the person(s) signing below or or other instrument tendered for deposit to this account sie for the acts of its agents, sub-agents or others or for I any other outside expense incurred on account of this
	Signature Card		
Account ALOHA UTILITIES INC ESCROW A	CCOUNT		
Title ESCROW ACCOUNT 6915 PERRINE RANCH RD NEW PORT RICHEY, FL 34655-39	O4 Accou	unt Number	
Mailing Address		RelationshiPlus Bus unt Type	siness Money Market
g Bigneture - 1		Type or	Print Name & Title
Statisty willen	Stephe	n G. Watford	Aloha Utilites, Inc.
Blune & Bu	uo Blanca	S. Bayo FL. P	bublic Service Commission
The signature(s) appearing above is/are duly aut which the Bank will recognize in the payment of fund			
Checks, drafts, acceptance, notes and other tra	nsactions must bear Two	(2) of t	the within mentioned signatures.
Thank y	ou for banking wit	th AmSouth!	
Certification			A.F
Under peneities of perjury, I certify that:			
 The number shown on this form is my correct taxper I am not subject to backup withholding bacause: (a) Service (IRS) that I am subject to backup withholding as longer subject to backup withholding, and I am a U.S. person (including U.S. resident also). 	I om exempt from backup will	Madding, or (b) I have	not been notified by the Internal Revenue
Note - You must cross out item 2 above if you have underreporting interest or dividends on your tax return.	e been notified by the IRS the	it you are currently si	ubject to backup withholding because of
Customer Signature State Management	Selection one 1	0/26/2001	
,	<i>V</i>		Distribution Ghecking: Original - CMI Operations Copy - Customer Distribution Sevings: Original - Branch

Account Package (Non-Personal Checking/Savings Services)

Florida BANK NAME			HOLIDA'		00322 BRANCH NO.
ALOHA UTILITIES INC ES	SCROW ACCOUNT		BRANCH HA	~ 6	591299038
CUSTOMER NAME					FEDERAL TAX IDS
6915 PERRINE RANCH R CUSTOMER ADDRESS	D NEW PORT RICHEY,	FL 34655	-3904		
CUSTOMER E-MAIL ADDRESS(ES)					
727-372-0115 PRIMARY PHONE	SECONDARY PHONE		0/28/2001 PEN DATE	FO16971 OPENED BY	322MG OFFICER NUMBER
Please check appropriate box:	Individuat/Sole Proprietor	Corporation	n Partone	rahip Other	
Freeze Lineau appropriate sour.		<u></u>			en e
If this account is a proprietors proprietorship/perthership listed on this appli as amended from time to time hersafter, rele	cation for the account; (b) agrees to be I	bound by the terms	s of the Bank's custon	ner agreement, rules and regula	open the account noted below in the name of the tions, and schedule of charges, as now in force and now in force.
may be required, and that there are no oti	her partners; (b) each signator indicates ne partnership and every member thereo	d below has full a	uthority to represent.	sign for, and bind the pertner	vise noted on this form and other documents which ship; and (c) the authority of each partner, unless written notice of revocation of such authority from
account noted below. By signing below, th	e authorized signators for such an acco	ount: (a) agrees th	at the corporation or	organization shall be bound by	part of the applicable oustomer agreement for the the terms of the Senk's customer agreement, rules readges receipt of a copy of the applicable customer
appointed in writing by a manager or memb	er of the LLC to handle banking transact of revocation of such authority in form	tions for the LLC; n and content sate	(b) each party has full sfactory to the Bank s	l authority to represent, sign fo shall have been received by the	ger or member of the LLC or have been expressly and bind the LLC; (c) the authority of each person Bank and (d) the LLC acknowledges receipt of and o time in the future.
account and in making the following repres	entations: (a) the public entity agrees to ereby acknowledges receipt of a copy of	be bound by the fifther the spotcable rule	rules of the Bank in re es as now in force; as	elation to the AmSouth Public F nd (b) the public entity hereby o	ed by the public emity to act for it in opening this runds Account as now in loscs and as they may be sertifies: (i) that its funds are derived solely from tax
without inquiry into the circumstances of it otherwise. The Bank is authorized to suppl and it is hereby rekeved of any liability in o	isue or the disposition of their proceeds by any endorsement for the proprietorsh connection with collection of such Items in items deposited to this account may	, whether drawn to hip/pertnership/corp which are handled be charged back to	o the individual order poration/organization/o d by it without negligi o this account, includ	or tendered in payment of indi- public entity on any check or of ence and it shall not be liable for ing expenses incurred, and any	he payes, or any other legal holder when so signed, idiatel obligations of the persons's signing below or their listiumsent tendered for deposit to this account in the acts of its spents, sub-signits or others or for other outside express incurred on account of this fi, the account to charge.
		Signatur	e Card	· · · · · · · · · · · · · · · · · · ·	
Account ALOHA UTILITI	ES INC ESCROW ACCO	UNT			
Title ESCROW ACCO	OUNT RANCH RD		Account	Number	
Mailing NEW PORT RIC	HEY, FL 34655-3904		DA Rei	lationshiPlus Rusin	ess Money Market
Address			Account		
la la	Sighature	'		Type or Prin	Neme & Title
120	1 Dayles				loha Utilities, Inc.
Jan -	R. Pales		Blanca S	S. Bayo FL. Pub	lic Service Commission
			<u> </u>		
	ring above is/are duly authorized in the payment of funds and				poration/organization/public entity
Checks, drafts, accepts	ance, notes and other transac	tions must be	er Two (2	of the	within mentioned signatures.
	Thank you	for ban	king with	AmSouth!	,
Certification					and the state of t
Under penalties of perjury, I cert	ily that:				
	withholding because: (a) I an to backup withholding as a re ilding, and	n exempt from	a backup welltho	siding, or (b) I have not	be issued to me), been notified by the internal Revenue c) the RRS has notified me that I am no
·	un 2 above if you have bee	en notified by	the IRS that t	you are currently subje	ect to backup withholding because o
Customer Signature	Ent Twas	[/	Cas 10/	26/2001	

Distribution Checking: Original - CMI Operations
Copy - Customer
Distribution Sevings: Original - Branch
2nd Signed Copy - CMI Operations
Copy - Customer

Authorization of Corporation, Partnership, Association or Other Entity to Utilize Deposit or Fee-Based Services

At a meeting of theBoard of D	irectors, Board of	Trustees,	partners,	other (please specify)
held on the 31st day of October	2001 at v			ring resolutions were adopted:
RESOLVED, that Aloha Utilli (the "Organization") hereby authorizes AmSout that the following resolutions shall remain in full Bank, and the receipt of said notice shall not aff- RESOLVED, that the Bank be named a and/or notes may be written as provided in the amended from time to time by the bank, the Organization signed by any of the fol-	th Bank (the Bank") to pro il force and effect until wri force any action taken by the se a depository of the Orga Rules and Regulations of funds deposited with the	itten notice of their is Bank prior thereto inization and, in the the Bank with resp	amendment or resci o; o case of all deposito ect to that type of a	asion shall have been received by the my accounts on which checks, drafts, account se-now in force or as may be
Stephen G. Watford, Presider	nt <u>Aloha Urili</u>	ities, Inc.		the hours
Blanca S. Bayo, Director	FL. Public Se	ervice Commi	ision (SPECIMEN SIGNATURE
and countersigned by any	of the following:			•
NAME		TITLE		SPECIMEN SIGNATURE
		· · · · · · · · · · · · · · · · · · ·		
In the case of depository accounts fro Bank with respect to that type of account now such accounts may be withdrawn by oral order	in force or as they may b	e smended from ti	me to time by the Bi	
NAME			TITLE	
The Bank is further authorized in the telephone) to honor oral orders (including oral that type of account or telephone transfers as in RESOLVED, that since the bank has Organization hereby releases the Bank from any RESOLVED, that if this resolution per the account are held for the benefit of individual charitable, educational or other similar purposes RESOLVED, that unless specifically mode any and all other acts required for the Orga services effected through Automated Clearing Disbursement Accounts, Investment Sweep Act Money Transfer, and Wire Transfer. The following DDA signatories named	orders made by telephone now in force and as they me no way of determining the place of the state of the stat	o) in accordance whay be amended for evalidity of checks use of the Organiza g checking account a or not-for-profit of the above signator y Management Se CH). Information Rev Accounts, Whole accounts whose accounts whose accounts accounts accounts accounts.	Ith the Rules and Re m time to time by th s or other written or tion's facsimile signs , then the Organizati organizations operate ies is authorized to e rvices. These services porting services. Ze sale or Retail Lockbo	igulations of the bank with respect to the Bank. dera bearing facsimile signatures, the sture device. In the service, the service is the service on hereby certifies that all deposits in diprimerily for religious, philanthropic inter agreements with the Bank and to cas include, but are not limited to, allow Balance Accounts (ZBAs). Contro on accounts, Reconcilement services
Even though they are not DDA signato		word, were "hore"; wells are expectationally	authorized to enter	into these agreements:
Even moder and are not our algune	None			
Even though they may be a DDA signs		anner order (female) E dies ferformens bliebe	uni shei in authorin	od to enter into those agreements:
	Sone			
The best may say, upon a parson s m s hereby cerbry that I am the duly on	ected and authorose 🎦		· (c	See Organization and that I have the
suthority to make the contributions consumed in a further certify that the foregoing a said meeting and that they affirmatives, appear any other governing document of the Organic resolutions, and that the same are in conforming in further certify that the specimen segring IN WITNESS WHEREOF, I have hereus	a complete and correct or in and as a part of said an ision in the articles of said turbon restricting the po- y with the provisions of sain natures appearing above ar	miles. Urporation, arbities wer of the group ad governing docum re the true agricult	of association, other passing the forego- tents. We of the persons na	ter partnership agreement, bylaws or ing resolutions from so passing said med herein.
October	 •	1	12-1 11	2 7
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ACCOUNT NAME ACCOUNTS	ANJARED	Signa Signa NAME	POR G. L.	Distribution: Original - CMI Operation

Authorization of Corporation, Partnership, Association or Other Entity to Utilize Deposit or Fee-Based Services

At a meeting of the X Board of Direct		stees,partners	,other (please specify)
held on the 31st_day of _October	of <u>Aloha Utilii</u> , <u>2001</u> , at whic	h a quorum was presen	t, the following resolutions were adopted:
RESOLVED, that Aloha Urille (the "Organization") hereby authorizes AmSouth B that the following resolutions shall remain in full fo Bank, and the receipt of said notice shall not affect RESOLVED, that the Bank be named as a and/or notes may be written as provided in the Ru emended from time to time by the bank, the fun Organization signed by any	les. Inc. lank (the Bank*) to provid ree and effect until written any action taken by the Be depository of the Organize les and Regulations of the de deposited with the ban	a the following account notice of their amendm ink prior thereto; stion and, in the case of Bank with respect to th	s, products or services as indicated below; and sent or resclasion shall have been received by the all depository accounts on which checks, drafts, at type of account as now in force or as may be
Stephen G. Watford, President	Aloha Utiliti	es, Inc.	Steel Supris
NAME	TITLE		SPECIMEN SIGNATURE
Blanca S. Bayo, Director	FL. Public Serv	ice Commission	Thura 2 Miss
			(
	*		
and countersigned by any	_of the following:		•
NAME	TITLE		SPECIMEN SIGNATURE
Bank with respect to that type of account now in such accounts may be withdrawn by oral order of		nended from time to tin	
NAME			TITLE
telephone) to honor oral orders (including oral orders type of account or telephone transfers as now RESOLVED, that since the bank has no Organization hereby releases the Bank from any list RESOLVED, that if this resolution pertein the account are held for the benefit of individuels charitable, aducational or other similar purposes.	on of such items which are dity. Any amount not colli- ir outside expense incurred asse of dapository account dars made by telephone) in v in force and as they may way of determining the ve biblity for unauthorized use as to an interest bearing ch or governmental entities or diffed below, any one of the zation to obtain Treasury in puse (elso known as ACH) bounts, Credit Line Draw Ac	handled by it without nacted on Items deposite on account of this account are secondarially account of the American with the Report of the Organization's far acking account, then the not-tor-profit organization above signatories is authorized. Information Reporting accounts, Wholesele or Feed from authority to enter the profit organization and the profit organization are secondarially accounts.	regligence and it shall not be liable for the acts of ad to this account may be charged back to this bunt, including reasonable attorneys' fees, may be are made (including oral orders made by lules and Regulations of the bank with respect to the total the things of the bank. It written orders bearing facsimile signatures, the cosmile signature device. The organization hereby certifies that all deposits in items operated primarily for religious, philanthropic, thorized to enter agreements with the Bank and to These services include, but are not limited to, all services, Zero Balance Accounts (ZBAs), Control Retail Lockbox accounts, Reconcliement services,
Even though they are not DDA signatoric	es, the following individuals	are specifically authoriz	red to enter into these agreements:
	None	,,	,
Even though they may be a DDA signato	ory, any individual naving the Some		be authorized to enter into those agreements:
	(* tale on adjuste		
said meeting and that they affirmatively appear in I further certify that there is no provide any other governing document of the Organizar resolutions, and that the same are in conformaty in I further certify that the specimen signat IN WITNESS WHEREOF, I have hereunite	int. Congress and correct copy and as a part of and simula- or or the articular of score or restricting the power with the provenienc of said g Lines appearing above are it	o the title indicated. at the resolutions duly of the resolutions of teach teach of teach present the true agreements. The true agreements of the superscript decourants.	persons named herein.
October . 2001	·'	11	
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	MRES	NAME (PLEASE PR	E Steleyfeld