State of Florida

ORIGINAL

Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

DATE: August 14, 2000

TO: Division of Records and Reporting

FROM: Division of Legal Services (Fudge, Jaeger)

RE: Docket No. 991643-SU - Application for increase in wastewater rates in Seven Springs System in Pasco County by Aloha Utilities, Inc.

Please file the attached letter from Aloha Utilities, Inc., dated March 10, 2000, updating status of projects considered in Docket No. 950615-SU, in the docket file for the above-referenced docket.

JKF/RRJ/dm

cc: Division of Regulatory Oversight (McPherson, Vandiver)
Division of Economic Regulation (Merchant, Binford, Crouch, Fletcher, Lingo, Wetherington, Willis)

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ROBERT M. C. ROSE
OF COUNSEL

March 10, 2000
VIA HAND DELIVERY

Ms. Martha Golden
Division of Water and Wastewater
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Aloha Utilities, Inc.; PSC Docket No. 950615-SU
Application for Approval of Reuse Project Plan
Our File No. 26038.17

Dear Martha:

I am writing to respond to your letter of February 14, 2000 relative to the status of the projects considered in Docket No. 950615-SU and the reuse facilities constructed and considered in Order No. PSC-97-0280-FOF-WS. I have restated below each of the specific questions raised by you and our response:

1. **Please explain why Phase III was not completed in May of 1998 as originally projected, when the Utility anticipates it will be completed, and when the Utility anticipates requesting implementation of Phase III rates.**

Answer - As noted in your letter, Phase III of the reuse project plan as envisioned in Order No. PSC-97-0280-FOF-WS issued in March of 1997, was scheduled for completion in May of 1998. However, many things occurred, especially with regard to the environmental regulator, the Florida Department of Environmental Protection ("FDEP") between March of 1997 and the scheduled completion date in 1998, as well as up through the current date almost two years later. However, initially the proposed schedule for completion of that phase was delayed in part by several items required under the Commission's own Order. First, the Commission disallowed

recognition of construction of the final spray field envisioned under Phase III of the reuse project plan as proposed by the Utility. As such, what constituted Phase III was by definition revised. In addition, the Commission required that the Utility seek funding for the reuse project from the Southwest Florida Water Management District ("SWFWMD") in keeping with their conclusion that the evidence provided at hearing demonstrated that there might be some availability of funds to help defray the cost of this project. Upon review of the applicable requirements for funding by the SWFWMD, the Utility determined that if the project were under construction, funding would not be available from the SWFWMD, based upon that agency's criteria for funding reuse projects. Therefore, the Utility delayed beginning construction of the facilities envisioned under Phase III of the reuse project, as recognized in Order No. PSC-97-0280-FOF-WS in order to apply for and receive a determination as to the qualification of that phase of the project (including changes from the Commission's Order; changes to meet the SWFWMD's requirements for funding, and changes in DEP requirements for the components of Phase III). The third phase of the reuse project was therefore so revised as to render that phase of the project totally different than that which the Commission had originally envisioned in its Order.

On January 9, 1998, the SWFWMD entered into the Cooperative Funding Agreement with Aloha to fund the extension of a new reuse transmission line, extending for a distance approximately four to five times as far as that envisioned as "Phase III" under the Commission's Order. The Utility's investment, even after partial funding by SWFWMD, is greater than the investment in Phase III envisioned in the Commission's Order.

The Utility then proceeded to construct the reuse line as reconfigured. In the meantime, the Utility continued negotiation with FDEP concerning construction and operation of the reuse system. FDEP ultimately took the position that no reuse water could be sold as "public access reuse" (despite the fact that the reuse project as then constructed and operating in the granted permit was specifically designated as "public access reuse"), until completion of additional required improvements to the Utility's wastewater treatment facilities. As such, while the extension of the reuse distribution line was undertaken after redesign and funding by the SWFWMD (and the great majority of it completed by September 30, 1999), FDEP will not allow the Utility to distribute any of the reuse water which that line was designed to carry, until the improvementsto the wastewater treatment plant, currently under construction, are online and operating. Therefore, there is no sale of reuse water at this time, and until DEP authorizes the utilization of the reuse lines after completion of the plant improvements currently under construction, the Utility cannot provide reuse service.

We hope that the Utility will be able to begin utilizing that line for transmission of reuse water by the end of this year.

As a result of these facts, the Utility does not anticipate requesting implementation of Phase III rates at all. Because the Utility has recently filed for an overall review of wastewater rates for its Seven Springs System, the Utility now envisions that the issues related to the investment in the reuse project and wastewater and reuse rates, will be considered within that docket in order to allow the Commission to fully review all the changes that have occurred since the issuance of Order No. PSC-97-0280-FOF-WS.

2. **According to the Order, the Mitchell Agreement was due to expire in May of 1999 and the Utility believed that at most a two year extension would be needed to sell its effluent, with all effluent being sold by the year 2001. Further, the Order required that "after the Mitchell contract expires, the reuse rate shall be reevaluated based upon conditions at the time, and any extension of the contract shall be filed with the Commission for approval."**

(A) **Please explain the status of the Mitchell Agreement. If the Agreement was extended, please provide a copy of the new Agreement.**

Answer - As outlined above, the substantial change in circumstances that occurred after issuance of the Commission's Order No. PSC-97-0280-FOF-WS required an extension of the Mitchell Agreement for a period longer than envisioned by the PSC or the Utility at the time of the issuance of the Commission's Final Order in early 1997. The Utility has now negotiated an extension of the Mitchell Agreement for an additional five years beginning in March of 1999 a copy of which is attached as **Exhibit "B"**. Through an oversight, the Utility did not file that revised Agreement with the Commission.

It should be noted that your letter suggests that "the Utility believed that at most a two year extension would be needed to sell its effluent with all effluent being sold by the year 2001." This is not the case and is directly contrary to what the Utility asserted to the Commission throughout the proceedings held in Docket No. 950615-SU. In fact, the Utility believed that it would never be able to sell all of its effluent, and provided substantial evidence to that effect. The Commission itself came up with the four year schedule from completion of Phase III to the date that the Utility would sell 100% of its effluent. The Utility instead believed that at most, it would be

able to sell approximately 50% of its effluent upon completion of all phases of the reuse project, which is considered a near optimal percentage in the industry. The Utility even filed for reconsideration of that part of the Commission's Order finding that the Utility could meet this extremely aggressive schedule. As it turns out, based upon FDEP's requirements and the delays which resulted from various causes as outlined above, the Utility at the present time is unable to sell any of its effluent, until the treatment plant improvements currently under construction, are completed. At that time, the Utility will pursue the sale of effluent immediately, as envisioned under the Commission's Order. However, it is clear that even under the most advantageous of circumstances, the Utility will never be able to sell more than approximately 50% of the effluent produced on an annual average basis. It is also extremely unlikely that the Utility will be able to reach that level of sales within four years of clearance by DEP to begin transmission of effluent.

(B) **Does the Utility believe implementation of a reuse rate for the Mitchell Property is appropriate at this time? If yes, please explain why and what rate the Utility believes should be charged. If no, please explain why a reuse rate is not appropriate at this time.**

Answer - As was stated during the proceedings in Docket No. 950615-SU on numerous occasions, the owners of the Mitchell Property are not willing to pay for effluent under any circumstances at this time. The Utility believes it is fortunate to be able to dispose of the effluent on the Mitchell Property currently, without attempting to charge any fee for that privilege. As noted in that prior proceeding, the owners of the Mitchell Property would refuse to allow the disposal of reuse water on their property if such a fee were charged, and the only alternatives available to the Utility for disposal of its effluent would thereafter be substantially more expensive than the Agreement currently existing with the Mitchell Property owners. To the extent the Utility is able to dispose of a substantial amount of its effluent water through sales of reuse at some future date, it is certainly conceivable that the Mitchell Property might be impressed upon to pay for reuse water utilized on its land. Until that time, the Utility has no leverage, and a contractual obligation to provide effluent at no cost. Also, the likely demands of the Mitchell Property would be substantially less, if they existed at all once a charge is implemented with regard to the Mitchell's. This situation is common around the State, including the Pasco County reuse system.

3. **The order indicates that upon approval of the reuse plan and a tariff reuse charge, the Utility could initiate working with Southwest Florida Water Management District (SWFWMD) in aggressively negotiating reuse contracts.**

(A) **Has the Utility negotiated any reuse contracts? If yes, please provide a copy of those reuse contracts. If no, please explain what efforts the Utility has undertaken to negotiate contracts and why it has not been able to negotiate contracts.**

Answer - As was discussed during testimony at the hearing in the above-referenced case several years ago, Aloha Utilities has been requiring as part of all developer agreements for several years (even prior to filing the reuse case in 1995), an acceptance by the developer that they will take reuse water upon its availability. Such contracts have been filed with the Commission for years, all of which include that clause. However, until such time as reuse water is "available," the Utility cannot enforce that provision of the agreements, either on its own or through the assistance of the SWFWMD. Immediately upon DEP's approval of Aloha distributing reuse water for public access, the Utility intends to enforce the provisions of those contracts on existing and future developers to the fullest extent possible. However, at this time, because of DEP's requirements, no such enforcement can take place.

(B) **Is the Utility currently providing reuse service to any customers other than the Mitchell Property? If yes, please provide a list of customers/developments that are currently receiving reuse service.**

Answer - As noted above, no customers are currently receiving reuse service, nor is the Utility able to provide reuse service to any customers until DEP approves the treatment plant modifications and allows the latter phases of the reuse lines to be placed in service.

(C) **Has the Utility worked with the SWFWMD regarding requiring properties to accept reuse? If yes, please explain what efforts are being made to require reuse. If no, please explain why the Utility has not worked with SWFWMD regarding this subject.**

Answer - See answer to subparagraph (B) and previous answers above.

4. **According to our records, the Utility filed an application with the SWFWMD's**

Cooperative Funding Program on December 5, 1996.

(A) Did either Utility receive any funding as a result of that application? If yes, please describe the type and amount of funding received.

Answer - Yes, Aloha did receive approval for funding from the SWFWMD in the amount of $908,403 to defray the cost of the construction of several sections of reuse lines: a) Little Road to Trinity Boulevard (approximately 1.5 miles of this 1.75 mile line was originally envisioned by the Commission as the entirety of Phase III of the reuse project plan); b) line running east along Trinity Boulevard a distance of 1.25 miles to the irrigation storage pond for Fox Hollow Golf Course; c) 3/4 mile of line west on YMCA Boulevard to Trinity Oaks Boulevard; and d) a line running 3/8 mile north and south on Trinity Oaks Boulevard. It is important to note that the Utility has still received only approximately half of that approved funding. Rather than the single line that was envisioned by the Commission as Phase III of the reuse project plan, with the completion of these facilities, the Utility will have constructed a reuse distribution main backbone to serve basically the entire remaining undeveloped portion of Aloha's service territory. It is envisioned that the last portion of this group of reuse mains will be completed in the next few months. The total cost of these lines will be approximately $1,856,198. Aloha's net cost after funding from the SWFWMD, is therefore expected to be $947,795. This is based on: actual costs for the majority of the project; estimates of the last piece of line (subparagraph d above); and the funding commitments from the SWFWMD. The net effect is that Aloha will have expended approximately 14% more on the latest phase of reuse distribution facilities than the original total cost of the Phase III line recognized in Order No. PSC-97-0280-FOF-WS.

(B) Did the Utility apply for funding assistance in any subsequent years? If yes, please describe the type and amount of funding received. If the Utility has not made subsequent applications for funding, please explain why not.

Answer - The Utility has been working with the SWFWMD consistently over the last two to three years to organize a system that would qualify for SWFWMD funding, while also achieving the goals of the Utility to create the backbone system for reuse distribution. The Utility has only recently gained approval for the final piece of this system. The map attached hereto as **Exhibit "A"** details the originally conceived Phase III line and what was

ultimately added to the final project to substantially add to it and change it. That entire project has received commitment for funding under the first grant received from the SWFWMD.

With the completion of the system as outlined above and contained in the attached map, the Utility has basically achieved its goal of receiving funding from the SWFWMD for the entire reuse transmission line system within the future service area. Therefore, there are no other projects that qualify under existing criteria for funding from the SWFWMD.

To the extent additional projects are identified, in the future, that may qualify for additional SWFWMD funding, the Utility will pursue such funding at that time. However, no such additional projects are currently envisioned.

I trust that the above information adequately addresses all of your questions. Should you need any additional information or clarification, please let me know.

Sincerely,

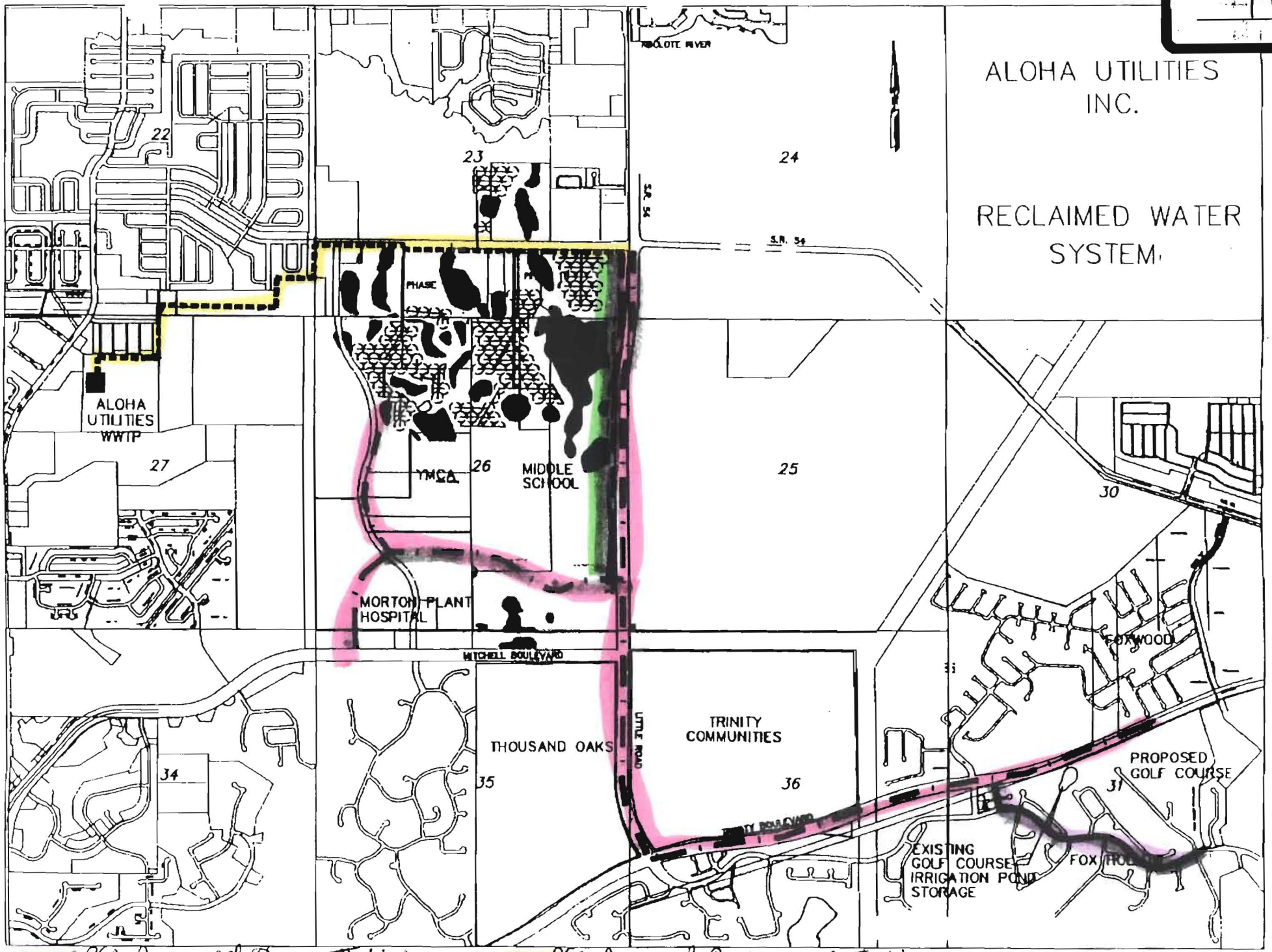
ROSE, SUNDSTROM & BENTLEY, LLP

F. Marshall Deterding
For The Firm

FMD\tmg
Enclosure
cc: Mr. Stan Rieger
Ralph Jaeger, Esquire
Stephen G. Watford, President
David W. Porter, PE
Robert C. Nixon, CPA
aloha\17\golden.ltr

ALOHA UTILITIES INC.

RECLAIMED WATER SYSTEM



PSC Approved Phase III Line
Constructed Reuse Line 98-99
PSC Approved Phase I and II Line
Reuse Line Under Construction

EXHIBIT
B

EFFLUENT REUSE AGREEMENT RENEWAL

THIS AGREEMENT is made and entered into as of this 19th day of March, 1999, by and between James W. Mitchell, whose address is 8324 State Road 54, New Port Richey, Florida 34655 ("Owner") and Aloha Utilities, Inc., a Florida corporation, whose address is 2514 Aloha Place, Holiday, Florida 34691 ("Provider").

WHEREAS, as a result of providing central sanitary sewer service, Provider will generate highly treated wastewater ("Effluent") which it wishes to dispose of through a permitted land application process; and,

WHEREAS, Owner desires to receive treated Effluent from Provider for purposes of irrigation throughout the property described in Exhibit "A" and incorporated herein by reference ("Property"); and,

WHEREAS, Provider and Owner would like to set forth their respective duties and obligations with regard to the provision and disposal of Effluent.

NOW, THEREFORE, in consideration of the payment of ten dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITATIONS. The foregoing Recitations are true and correct.

2. DELIVERY OF EFFLUENT. Provider agrees to deliver Effluent to the Property at any time after the execution date of this Agreement in the manner set forth herein. Provider shall only deliver Effluent which it generates through its Seven Springs Wastewater Treatment Plant ("Plant") in such quantities as it may produce in the ordinary course of business and which it does not dispose of through other means which may be available.

3. ACCEPTANCE OF EFFLUENT. Owner agrees to accept properly treated sewage Effluent produced by Provider's Plant in such quantities as are provided to Owner by Provider, and which will not adversely effect the Property in its principal use as grazing and pastureland, in accordance with all applicable local, state and Federal rules, regulations and standards. Unless otherwise agreed to by the parties, Provider shall not exceed the application rate

allowed pursuant to the protocol set forth in Exhibit "B," which protocol Provider shall comply with at all times during the term of this Agreement. In any event there will be no ponding or runoff of Effluent, and nitrate concentrations in the water table aquifer will not exceed the drinking water standard of 10 milligrams/liter as a result of irrigation.

Provider shall construct, own and operate such pumps, piping, sprayheads or other additions to it's disposal system as may be necessary to dispose of the Effluent on the Property. Owner shall not be responsible for any disposal or irrigation activities.

It shall be Provider's obligation to do whatever is necessary in order to store and dispose of all Effluent, including construction of holding facilities, construction, maintenance and sampling from monitoring wells, and related matters.

4. CHARGE FOR EFFLUENT AND LAND RENT. Provider needs to dispose of the final products of its sewage treatment plant and Owner needs irrigation water for the Property. In exchange for Provider's right to dispose of Effluent on the Property and Owner's right to receive Effluent on the Property, Owner and Provider agree that the rate or charge to Owner for the Effluent and the rent charged to Provider for use of the Property shall be the same for the first five year term of this Agreement.

5. PROVIDER'S RESPONSIBILITIES. Provider shall operate and maintain the facilities necessary to deliver and irrigate with the Effluent. Provider shall furnish owner with copies of all evaluations and reports required under the protocol set forth in Exhibit "B" at the same time they are submitted to FDEP, and shall also furnish monthly to Owner copies of the recorded daily water levels required under the protocol and discharge monitoring reports required to be filed with DEP for the Mitchell site.

6. LEVEL OF TREATMENT. The parties agree that it is a material part of the consideration received by Owner that Provider agrees to deliver only properly treated Effluent. For purposes of this Agreement, properly treated Effluent shall be defined as wastewater discharged from Provider's Plant which meets or exceeds the standard established for reclaimed water reused in residential public access areas as set forth in Florida Administrative Code Rule 17-610.460 or its successor rule. During the period of construction, up to eighteen months from the date of this agreement, Provider may provide a properly treated effluent of secondary treatment quality or better. Provider agrees to maintain and operate, on its property, an upset pond or tank for retreatment of inadequately treated Effluent.

7. GRANT OF EASEMENT. Owner does hereby grant to Provider an easement over the Property, with ingress and egress thereto, for

the sole purpose of installing and operating a water line for the sole purpose of irrigating the Property with reuse effluent pursuant to the terms of this Agreement. Said easement without further action of the parties hereto shall automatically terminate at the end of the term of this Agreement.

That Provider will not commit or suffer a nuisance or waste on the easement area; that Provider will keep the easement area in a clean, safe, and healthful condition; that Provider will comply with all Federal, state and local laws, rules, regulations and ordinances with regard to the use and condition of the easement area; that upon the termination of this Agreement, at the request of the Owner, Provider will promptly remove any portion of the facilities it has installed on the Owner's property from the easement area and surrender the easement area to Owner, in the same condition, order, and repair as it existed prior to the use by Provider.

8. CONTINUING RIGHTS OF OWNER. Owner retains its rights and privileges to utilize its Property in any manner it deems appropriate not inconsistent with the intent of this Agreement.

9. INDEMNIFICATION. Provider hereby saves and holds Owner harmless from and against any claims or demands resulting from irrigation of Effluent on the Property, or other activities or conduct of Provider, its agents or employees, on the Property. Owner hereby saves and holds Provider harmless from and against any claims or demands resulting from any activities of the Owner, his agents or employees, on the Property not related to irrigation of Effluent.

Provider agrees, at its own expense, to provide and maintain during the term of this Agreement liability insurance coverage of a type and for limits as are standard in the industry for the operation of its disposal system.

10. TERM. This Agreement shall be in effect for an initial term of five (5) years beginning May 24, 1999.

11. DEFAULT. In the event of a breach by either party of its duties and obligations hereunder, the non-defaulting party shall be entitled to exercise all remedies at law or in equity, including, but not limited to, specific performance, in order to enforce the terms and provisions of this Agreement and recover any damages resulting from the breach thereof. In addition, in the event of a breach by Provider which it fails to cure as soon as possible, but in any event within ten (10) days of receipt of notice from Owner, Owner shall have the additional right to terminate this Agreement. Failure of the Provider to comply with a material term or condition of its FDEP permit or the Amended and Restated Consent Final Judgment as it relates to the disposal of effluent on the

Property shall b deemed a breach of this Agreement by Provider.

12. FURTHER ASSURANCES. The parties agree that at any time after the execution hereof, they will, upon the request of the other party, execute and deliver such other documents and further assurances as may be reasonably required by such other party in order to carry out the intent of the Agreement.

13. FORCE MAJEURE. Acts of God such as storms, earthquakes, land subsidence, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of armed forces, delays by carriers, inability to obtain materials or rights-of-way, acts of public authority, regulatory agencies, or courts, or any other cause, whether the same kind is enumerated herein, not within the control of Owner or Provider, and which by the exercise of due diligence, Owner or Provider is unable to overcome, which prevents the performance of all or any specific part of this Agreement, shall excuse performance of said part of this Agreement until such force majeure is abated or overcome.

14. NOTICES. All notices or other communications permitted or required to be given under this Agreement shall be given in writing and delivered in person or sent by certified mail, return receipt requested, and proper postage prepaid to the parties at their respective address as set forth above. However, daily water level reports and reports Provider is required to file with FDEP as well as Owner hereunder, may be sent uncertified mail at the time they are submitted to FDEP.

Notices delivered in person shall be effective when delivered; provided, however, that notices delivered to Owner shall be directed to Owner at the address set forth above, with a copy of any notices required to be sent by certified mail to H. Clyde Hobby, Esquire of Hobby, Grey & Reeves at 5709 Tidalwave Drive, New Port Richey, Florida 34642. Notices delivered by certified mail shall be deemed effective upon receipt, or three (3) business days after deposit in the United States mails, whichever shall first occur notwithstanding any earlier facsimile transmission thereof. If the last day for giving any notice falls on a Saturday, Sunday or on a day on which the United States Post Office is not open, the time shall be extended to the next day that is not a Saturday, Sunday, or Post Office holiday. Any party wishing to change the person designated to receive notices or the address for notices may do so by complying with the provisions of this paragraph. Any notice given before such a change is not invalidated by the change.

15. BINDING EFFECT. This Agreement, and the Grant of Easement executed hereunder, shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns. In the event of a sale of any portion of the Property by Owner, the Owner and/or Purchaser shall have the right to terminate

this Agreement as to that portion of the Property sold, and thereafter said purchaser and the portion of the property sold shall be under no obligation to utilize and irrigate on the property sold any effluent from Provider pursuant to this agreement.

16. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, absent material prejudice to one or the other party.

17. NON-WAIVER. Neither failure nor delay on the part of the Owner to exercise any right, power, or privilege hereunder shall operate as a waiver thereof.

18. COUNTERPARTS. This Agreement may be executed in counterparts and each such counterpart shall constitute an original hereof.

IN WITNESS WHEREOF, Owner and Provider have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

Attest:

Teri Bolosh

OWNER

James W. Mitchell

James W. Mitchell

Attest:

PROVIDER

Aloha Utilities, Inc.
By: Stephen G. Watford
President

EXHIBIT "A'

The property commonly know as the Mitchell Ranch, bounded on the north by State Road 54, on the east by Little Road, on the south by the Seven Springs Middle School, Trinity College and the Suncoast YMCA, and on the west by Roadway "A".

Conceptual Approach & Irrigation Protocol. There are two elements to the program proposed here. One is a management technique to determine when and how much to irrigate. The other is a data collection and evaluation system that provides a basis for determining the long-term loading capacity of the site.

The depth below ground of the water table will be the fundamental control on whether a particular reuse area is irrigated. That determination will be made for each irrigation zone on a daily basis, using strategically-placed shallow monitor wells (piezometers). A zone will be irrigated (or at least eligible for irrigation) if the water table in the piezometer is 1 foot or more below ground, and rainfall conditions are appropriate. Irrigation will not be done on zones where the water table in the piezometer is less than 1 foot below ground, until the water table has receded to at least that threshold depth.

Piezometers. The water delivery system at the Mitchell Ranch site is divided into 6 irrigation zones. One new piezometer will be installed in each zone, and that piezometer will be used to determine on what days irrigation can be done. Within each zone, piezometers will be positioned near the center of the irrigated area, to be in locations where groundwater mounding is likely to be greatest, and the water table generally nearest to land surface. Since the site is mostly flat pasture, locations will also be selected to insure that the ground elevation is representative of the general topography in that zone. Prior to well construction, a site plan and descriptions of the proposed piezometer locations will be presented to DEP, for staff review.

The wells will be used only for water level measurements and will not be constructed to specifications suitable for water quality sampling. The casing will be 2" diameter, Sch. 40 PVC, with 10 feet of slotted screen from 1-11 ft. below ground. A filter pack will be poured around the screen, to insure a rapid response to changing water level conditions. To facilitate water table depth measurements, the casing will stick up precisely 2.5 feet above ground. Cement pads and protective collars will surround the wells, to protect them from cattle. For completeness, the ground elevation will be determined to 0.1 ft NGVD, and the tops of the wells will be surveyed to the nearest .01 foot NGVD.

Water levels in the piezometers will be determined and recorded for each day that irrigation of a particular zone is desired or anticipated. If the water level is 1 foot or more below ground (3.5 ft. or more below the top of the well casing), irrigation may proceed for that zone. Water level data may not be collected on days when no irrigation is planned (for example, rainy days).

Data Evaluation. An annual evaluation of accumulated data will be performed. This will be a tabular and graphical analysis of rainfall, water table depth and loading volumes for each irrigation zone, and thus an assessment of the empirical site capacity for the preceding climatic year. The evaluation will be completed and submitted to DEP by April 1 of each year, for the previous calendar year.

EXHIBIT "B"