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January 6, 2003

VIA HAND DELIVERY

Blanca Bayo
Clerk and Director of Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

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03 JAN - 6 9 11:19 AM
COMMISSION CLERK

RE: Docket No. 020413-SU
In re: Initiation of show cause proceedings against Aloha Utilities, Inc.
in Pasco County for failure to charge approved service availability charges, in
violation of Order No. PSC-01-0326-FOF-SU and Section 367.091, F.S.

Dear Ms. Bayo:

Enclosed please find the original and fifteen copies of the testimony of Stephen G. Watford and John H. Cronin, Jr. to be filed in the above-styled docket. Please stamp the extra copy provided for our records and return it to our office for our files.

Thank you for your assistance in this matter. Should you have any questions or need any additional information, please contact me.

Very truly yours,

Suzanne Brownless

Direct Testimony of
John H. Cronin, Jr.
DOCUMENT NUMBER-DATE

00147 JAN-68

FPSC-COMMISSION CLERK

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Direct Testimony of
Stephen G. Watford
DOCUMENT NUMBER-DATE

00146 JAN-68

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY OF STEPHEN G. WATFORD
ON BEHALF OF ALOHA UTILITIES INC.
DOCKET NO. 020413-SU

1 **Q. Please state your name and business address.**

2 A. My name is Stephen G. Watford and my business address is 6915 Perrine Ranch
3 Road, New Port Richey, Florida 34655-3904.

4 **Q. By whom are you employed and what position do you hold?**

5 A. I am the president of Aloha Utilities, Inc. (Aloha).

6 **Q. Please describe your duties and responsibilities in that position.**

7 A. I am responsible for the oversight of all areas of Aloha's utility operations.

8 **Q. Please describe your professional experience.**

9 A. I have been employed by Aloha since 1976 in various capacities becoming Vice
10 President in 1986 and President in 1990. I hold various State of Florida water and
11 wastewater operations licenses and have also been a licensed general contractor
12 for over 15 years. In addition to my 20 plus years in the water and wastewater
13 utility field, I have extensive background in land development and construction. I
14 currently serve as an officer and director of the Florida Waterworks Association.

15 **Q. Have you previously testified before the Florida Public Service
16 Commission?**

17 A. Yes, I have previously testified in the area of water and wastewater utility
18 management in numerous Commission hearings.

DOCUMENT NUMBER DATE

00146 JAN-68

FPSC-COMMISSION CLERK

1 **Q. I would ask that the Commission accept Mr. Watford as an expert in the**
2 **field of water and wastewater utility management.**

3 **Q. What is the purpose of your testimony?**

4 A. The purpose of my testimony is to provide the facts surrounding this case and to
5 address the effective date for Aloha's wastewater service availability tariff and the
6 appropriateness of imputing CIAC and allowing backbilling for the wastewater
7 service availability charges that should have been collected from May 23, 2001
8 until April 16, 2002.

9 **Q. How and when did you first learn that Aloha had not filed the wastewater**
10 **service availability tariff associated with Order PSC-01-0326-FOF-SU?**

11 A. I received a phone call from Aloha's counsel, Marty Deterding, on Thursday,
12 March 7, 2002 stating that he had inadvertently failed to file the wastewater
13 service availability tariff when he filed the wastewater rate increase tariff at the
14 end of the rate case.

15 **Q. What did you do in response to Mr. Deterding's call?**

16 A. I instructed Mr. Deterding to immediately file the revised service availability
17 tariff which he did on March 8, 2002.

18 **Q. When and from whom did you receive the revised service availability tariff?**

19 A. On April 11, 2002, Marty Deterding provided me with Second Revised Sheet No.
20 22.7, effective May 23, 2001, administratively issued by the Commission

21 **Q. When did you first learn that Aloha had not been collecting the higher**
22 **service availability charges?**

1 A. I asked my staff on Friday, April 12, 2002 to verify that the correct service
2 availability charge had been collected since May 23, 2001 when I saw the revised
3 tariff page. The fact that the higher service availability charges had not been
4 collected was confirmed on Monday, April 15, 2002, when my utility
5 administrative manager Connie Kurish, who was responsible for making sure that
6 all aspects of Order 01-0326 were complied with, came back to work from
7 vacation.

8 **Q. How did Aloha implement the higher service availability charges contained**
9 **in Second Revised Sheet No. 22.7?**

10 A. Starting on April 12, 2002, we orally advised everyone who inquired about or
11 requested connection to Aloha's wastewater system of the higher service
12 availability fee. In addition, starting on April 16, 2002, letters were sent to
13 developers and builders who had prepaid wastewater service availability charges
14 or who Aloha had reason to believe might request connection to Aloha's
15 wastewater system regarding the increased service availability fee. These letters
16 are found in Exhibit _____ (SGW-1).

17 **Q. Since April 12, 2002, has Aloha consistently imposed a charge of \$1,650 per**
18 **equivalent residential connection and \$12.79 for all other connections to its**
19 **wastewater system?**

20 A. Yes.

21 **Q. In Aloha's letters to developers and builders Aloha sought to collect the**
22 **difference between the service availability charges those entities had prepaid**

1 **and the higher service availability charge approved for all lots connected**
2 **between May 23, 2001 and April 12, 2002, is that correct?**

3 A. Yes.

4 **Q. What was the basis for that request?**

5 A. The Florida Supreme Court in H. Miller and Sons, Inc. v. Hawkins, 373 So.2d.
6 913 (Fla. 1979), the Court upheld the Commission's decision to apply a higher
7 service availability charge to all lots for which a service availability charge had
8 been prepaid pursuant to the terms of a developer agreement but which had not
9 been connected to the utility's system prior to the effective date of the service
10 availability tariff. The Court based its decision on the well established principle
11 that contracts entered into by public utilities are subject to the reserved police
12 powers of the state and can be modified in the interest of the public without
13 unconstitutional impairment of contract.

14 The Court reasoned that all lots connected to the utility's system after the
15 effective date of the tariff had the same impact on the utility and that excluding
16 the developer from payment of the higher service availability fees would be
17 unjustly discriminatory in violation of § 367.101, Florida Statutes. Further, the
18 Court noted that if the developer agreement were allowed to control, the effect
19 would be to allow a private party to circumvent by contract the police power of
20 the state - an impermissible outcome.

21 **Q. Does Aloha have a developer agreement with Adam Smith Enterprises, Inc.**
22 **(Adam Smith)?**

1 A. Yes. Adam Smith Enterprises, Inc. entered into a developer agreement with
2 Aloha on February 7, 1989 applicable to land located in its Development of
3 Regional Impact (DRI) located in Pasco County, Florida, the majority of which is
4 also within Aloha`s service territory. [Exhibit _____, (SGW-2)] This DRI is
5 commonly referred to as the Trinity Communities and is comprised of several
6 units to be developed in two phases over a twenty year period. The development
7 of the Trinity Communities is controlled by Development Order 157, adopted by
8 the Pasco County Board of County Commissioners on December 5, 1989.

9 **Q. What are the terms and conditions under which Aloha has agreed to provide**
10 **centralized wastewater collection and treatment services to Trinity**
11 **Communities?**

12 A. The terms and conditions under which Aloha has agreed to provide centralized
13 wastewater collection and treatment services to Trinity Communities are found in
14 Sections 4, 5 and 6 of the Developer Agreement.

15 Section 4 of the Developer Agreement, entitled Representations and
16 Warranties of Service Company, states in part as follows:

17 (b) Service Company has the corporate power and authority to
18 enter into and perform this Agreement. This Agreement and any
19 documentation required to be delivered hereunder will constitute
20 the valid and binding obligation of Service Company *in*
21 *accordance with its terms, which are in accordance with the Rules*
22 *of the Public Service Commission.*

23 . . .
24 (d) Service Company will comply with the *applicable rules*
25 *and regulations of governmental authorities having jurisdiction*
26 *over its operations and this Agreement, any such applicable rules,*
27 *regulations and authority, as now constituted or as amended from*

1 *time to time being incorporated into this Agreement and made a*
2 *part hereof by reference.*

3 [Emphasis added.]

4 Section 5 of the Developer Agreement, entitled System Capacity Charges,
5 states in part as follows:

6 5. System Capacity Charges. *Developer agrees to pay to*
7 *Service Company the "System Capacity Charges" as specified by*
8 *Service Company's Tariff in effect at the time, upon the day that*
9 *Developer requests that Service Company sign Developer's*
10 *application for a permit to be issued by the appropriate regulatory*
11 *authority, authorizing Developer to construct potable water*
12 *distribution or sewage collection lines, together with the "gross-*
13 *up" funds applicable to the said System Capacity Charges, as are*
14 *more specifically described in Paragraph 30 hereof.*

15 The amount of System Capacity Charges to be paid shall be
16 the estimated demand of the water distribution and sewage
17 collection system being constructed by Developer, expressed in
18 ERCs, times the System Capacity Charge and the "gross-up"
19 thereof, calculated in accordance with the Service Company's
20 Tariff.

21 Service Company hereby agrees to provide wastewater
22 treatment services of sufficient capacity, subject to the conditions
23 and limitations set forth herein, to the Property, provided, however
24 that such service in the form of a DER approved collection permit
25 shall only be provided to the Developer within six (6) months, and
26 actual wastewater treatment service within twelve (12) months
27 after payment by the Developer of the System Capacity Charges for
28 the proposed units requiring service.

29 . . .

30 [Emphasis added.]

31 Section 6 of the Developer Agreement states in part as follows:

32 6. Guaranteed Revenue Charges. *Developer, at its option,*
33 *may pay to Service Company "Guaranteed Revenue Charges" at a*
34 *rate set by appropriate regulatory agency, which rate is currently*

1 equal to \$18.33 per month, per lot, for any lot or lots on the
2 Property. Such payments shall be made monthly, in advance.

3 *Upon payment of the Guaranteed Revenue Charges,*
4 *Service Company will provide service to the Property, and*
5 *notwithstanding anything to the contrary herein contained,*
6 *Developer will not be required to pay any increase in the System*
7 *Capacity Charges over the amount originally paid by the*
8 *Developer. . . . Nothing contained herein, however, shall prevent*
9 *or prohibit Service Company from requesting or obtaining an*
10 *increase in any of its rates and charges.*

11 [Emphasis added.]

12 **Q. How is the “System Capacity Charge” defined in the Development**
13 **Agreement?**

14 A. Section 2(h) of the Developer Agreement defines “System Capacity Charge” as
15 the “*charge made by the Service Company for each new connection to the utility*
16 *system, which charge is designated to defray a portion of the cost of the utility*
17 *system.*” [Emphasis added.]

18 **Q. How has the Developer Agreement been implemented by Aloha since its**
19 **execution in 1989?**

20 A. Adam Smith has developed the Trinity Communities by units identified in the
21 Master Plan approved by the DRI Development Order, Order 157, (Fox Hollow,
22 Fox Wood, Villages at Fox Hollow, etc.) and within each unit by phase. For each
23 development phase Adam Smith is required to obtain a Florida Department of
24 Environmental Protection permit to construct domestic wastewater
25 collection/transmission systems, DEP Form 62-604.300(7)(a). These wastewater
26 collection and transmission systems are ultimately contributed to Aloha upon their

1 completion in accord with the Development Agreement.

2 **Q. Does DEP Form 62-604.300(7)(a) require Aloha to make certain**
3 **certifications?**

4 A. Yes. Part III, Section D of the form requires that Aloha certify that its treatment
5 plant has adequate reserve capacity to accept the wastewaters from the project and
6 that the utility will provide the necessary treatment and disposal as required by
7 Chapter 403, Florida Statutes, and applicable DEP Rules. Further, Part III,
8 Section E requires that Aloha certify that the pump stations proposed to be
9 constructed by the applicant are compatible with the utility's temporary service
10 power generating and pumping equipment. [Exhibit ____ (SGW-3)]

11 **Q. Are any other certifications required of Aloha for these collection and**
12 **transmission systems?**

13 A. Yes. DEP Form 62-604.300(7)(b) requires Aloha to certify that the collection and
14 transmission system lines have been satisfactorily connected to Aloha's system.
15 This certification of completion of construction must be filed prior to placing the
16 collection and transmission system into operation. [Exhibit ____ (SGW-4)]

17 **Q. Without a Developer Agreement with Aloha providing for a centralized**
18 **wastewater collection/transmission and treatment system could Adam Smith**
19 **have secured a development order for the portion of the Trinity**
20 **Communities DRI located within Aloha's service territory?**

21 A. No. The Development Order provides that Aloha will provide water and
22 wastewater treatment to the westerly portion of the DRI located within Aloha's

1 certified service area pursuant to a developer agreement in accordance with the
2 rules of the Florida Public Service Commission. [Sec. C.10.a(1)] Further, the
3 Development Order specifically provides that no septic tanks, except temporarily
4 for construction trailers or model centers, shall be allowed. [Sec. C.10.b.]

5 **Q. Without Aloha's certifications on DEP Forms 62-604.300(7)(a) and (7)(b)**
6 **could Adam Smith legally construct the wastewater collection/transmission**
7 **systems necessary to comply with the Trinity Communities DRI Development**
8 **Order?**

9 A. No.

10 **Q. Doesn't payment of the System Capacity Charges in effect at the time Adam**
11 **Smith requests Aloha to execute its portion of DEP Forms 62-604.300(7)(a)**
12 **and (7)(b), or their equivalents, complete Adam Smith's responsibilities**
13 **under the Developer Agreement?**

14 A. No. Adam Smith has prepaid the System Capacity Charge for the lots it is
15 developing. The System Capacity Charge is by definition a charge made for "each
16 new connection to the utility system which is designed to *defray a portion of the*
17 *cost of the utility system.*" The cost of a utility's wastewater system is dynamic
18 and can't be determined until the date of connection. It is the time of connection
19 which should govern the final amount of service availability fees due to Aloha
20 from the developer, not the time of service availability charge prepayment.

21 **Q. What language in the Developer Agreement supports this interpretation of**
22 **Adam Smith's contractual duties?**

1 A. First, Section 4(d) states that the Service Company will comply with all
2 “applicable [regulatory] rules, regulations and authority, as now constituted or as
3 amended from time to time” and incorporates those rules, regulations and
4 authority into the Developer Agreement by reference. The Miller case and its
5 holding that the time of connection should govern the actual amount of service
6 availability fees due was decided in 1979, ten years prior to the execution of the
7 Developer Agreement, and has been consistently followed by the Commission and
8 the courts over the last 24 years. Likewise, at the time of execution of the
9 Developer Agreement, the principle that public utility contracts are subject to the
10 reserved police powers of the state and may be construed or modified in the public
11 interest was well established and likewise has not been retreated from in the last
12 24 years.

13 Second, the Development Agreement contemplates that the System
14 Capacity Charges may change over time and provides a mechanism whereby
15 Adam Smith can be protected from any such increases: the payment of a
16 Guaranteed Revenue Charge. [Section 6] Adam Smith has never availed itself of
17 that option.

18 When the Developer Agreement is read in its entirety it is clear that the
19 payment made by Adam Smith at the time of the DEP Construction Permit
20 Application is a *prepayment* of service availability charges that will become final
21 and due when the lot is subsequently connected to Aloha’s system. For it is only
22 at the time that the lot is connected to Aloha’s system that the cost of the utility’s

1 system necessary to support that connection can be calculated. If this were not the
2 case, the Developer Agreement would not provide a means of “locking in” the
3 amount of service availability charges due: payment of a Guaranteed Revenue
4 Charge.

5 **Q. Why is it in the public interest to require Adam Smith, rather than the**
6 **builders who requested connection to Aloha’s system, to pay the backbilled**
7 **service availability charges?**

8 A. It is in the public’s interest to require Adam Smith to pay the backbilled service
9 availability charges for several reasons. First, it is Adam Smith who has profited
10 from the reservation of wastewater capacity on Aloha’s system, not the builders.
11 Without a Developer Agreement granting Adam Smith the ability to reserve a
12 portion of Aloha’s wastewater capacity, Adam Smith could not have received its
13 DRI Development Order or been able to construct the lines and collection systems
14 necessary to comply with that Development Order. In sum, Adam Smith could
15 not have successfully executed its development plan to sell the maximum number
16 of lots for the greatest profit.

17 Second, Adam Smith implicitly represents to builders that each of its lots
18 is ready to build upon without the payment of additional service availability fees.
19 This is true because as David Ford, Adam Smith’s Secretary Treasurer, has
20 testified at deposition, closing statements routinely used by Adam Smith recover
21 Aloha’s service availability charges coupled with other similar charges through a
22 line item “Impact fee” charge. [Exhibit _____ (SGW-5)] These closing

1 statements do not separately list the impact fees being recovered or state that
2 additional fees may be required of the builder at the time of connection to Aloha's
3 system.

4 Third, Adam Smith, like any other developer, was clearly on notice that
5 service availability fees could change either at the utility's request or on the
6 Commission's own initiative and that the only way to protect itself from
7 additional fees was to pay a Guaranteed Revenue Charge in addition to the
8 Service Capacity Charge due at the time of DEP construction permitting. Adam
9 Smith never availed itself of this option, deciding instead to take that development
10 risk. Had Adam Smith exercised this option, it would have paid Guaranteed
11 Revenue Charges of approximately \$20.00 per month for 10,000 lots for the last
12 24 years or \$55.2 million plus a Service Capacity Charge of \$206.75 for each
13 10,000 lots at the time of its first DEP construction permitting or \$2.68 million.
14 Given these figures it is certainly reasonable for Adam Smith not to have chosen
15 this path.

16 Fourth, Adam Smith enjoyed a \$206.75 per equivalent residential
17 connection wastewater service availability fee for lots located in Aloha's service
18 territory from 1989 until 2001, a period of 12 years. Throughout this time period,
19 the wastewater service availability fees for Pasco County have steadily increased
20 and effective June 2, 1999 were increased to the current rate of \$1,500 per single
21 family lot. Thus, for lots located in Aloha's service territory, Adam Smith
22 enjoyed a significant competitive advantage over other developments in Pasco

1 County for at least the last four years. It should also be noted that for Trinity
2 Community lots located in Aloha's service territory since June of 1999, Adam
3 Smith was likewise able to earn a higher profit margin per lot all other things
4 being equal.

5 **Q. What should the effective date of the current service availability tariff be?**

6 A. The effective date of the current service availability tariff should be May 23, 2001.

7 **Q. Why?**

8 A. Rule 25-30.475(2), Florida Administrative Code, states that tariffs for non-
9 recurring charges such as service availability charges are:

10 effective for service rendered or connections made on or after the
11 stamped approval date on the tariff sheets provided customers have
12 received notice. The tariff sheets will be approved upon staff's
13 verification that the tariffs are consistent with the Commission's
14 decision and that the proposed customer notice is adequate.

15 Thus, in the case at hand, the salient question is whether adequate notice has been
16 given to Adam Smith and other developers who pay service availability charges.

17 **Q. What type of notice of the increase in service availability charges was Adam
18 Smith and other developers given?**

19 A. All current Aloha customers and all developers and builders in Aloha's service
20 territory who had paid service availability charges, or inquired about service, in
21 the previous 12 months were mailed a copy of the Initial Customer Notice dated
22 May 24, 2000 related to Aloha's request for an increase in wastewater rates in its
23 Seven Springs service area, Docket No. 991643-SU. This notice is attached as

1 Exhibit _____(SGW- 6). At paragraph 6 this notice states:

2 6. The Utility has not requested a change in its Service
3 Availability Charges as part of its rate request, however, *the*
4 *Commission will be reviewing the Utility Service*
5 *Availability Charges in the pending rate case and the*
6 *Commission may adjust those charges* if the Commission
7 deems it appropriate.

8 [Emphasis added.]

9 Notwithstanding this notice, neither Adam Smith nor any other developer,
10 chose to participate in Docket No. 991643-SU and wastewater service availability
11 charges were increased to \$1,650 per equivalent residential connection and \$12.79
12 per gallon for all other connections by Order No. PSC-01-0326-FOF-SU (Order
13 01-0326), issued on February 6, 2001.

14 Following Aloha's discovery on April 12, 2002, that the increased service
15 availability charges set forth in Order 01-0326 had not been implemented,
16 commencing on April 16, 2002, a series of letters were sent to developers and
17 builders informing them of the increased charges and requesting payment of the
18 backbilled amount. These letters are attached as Exhibit _____ (SGW-1).

19 Specifically, Adam Smith was sent by facsimile and certified United States
20 Mail, return receipt requested, four letters, one for each development unit within
21 the Trinity Communities area for which Adam Smith had prepaid service
22 availability charges. Adam Smith responded to Aloha's letters on April 22, 2002
23 and requested additional information regarding its lots in Fox Hollow and Fox
24 Wood which was provided by Aloha on April 29, 2002 via letter to Daniel E.

1 Aldridge, Vice President. [Exhibit _____(SGW-7)].

2 **Q. Does this constitute “adequate” notice within the meaning of Rule 25-**
3 **30.475(2), Florida Administrative Code?**

4 A. Yes. The general purpose for giving notice of any type of rate or charge increase
5 is to allow those affected by the increase to modify their behavior in response to
6 the increase. For all lots for which Adam Smith had prepaid service availability
7 charges which had not connected to Aloha’s system, an argument could be made
8 that Adam Smith could have increased its impact fees to builders purchasing its
9 lots effective May 23, 2001 had it had notice prior to May 23, 2001. The
10 additional \$1,443.25 per equivalent residential connection would have been
11 collected from the builder and paid to Aloha. Yet, Adam Smith’s position is that
12 it does not owe any additional service availability fees for unconnected lots in its
13 inventory as of May 23, 2001 since the relevant time on which to compute the fees
14 due is the date that it applied for the DEP wastewater construction permits of its
15 various units. And, based on the deposition testimony of Mr. Ford, it appears that
16 for all lots connected after April 22, 2002, the date that Adam Smith admittedly
17 knew of the service availability rate increase, Adam Smith did not recover the
18 higher service availability charge from buyers. Thus, in this case it does not
19 appear that Adam Smith has modified its actions in any way since receiving notice
20 of the service availability charge increase.

21 The tariff approved by the Commission staff as the Second Revised Tariff
22 Sheet correctly reflects the Commission decision in Order 01-0326 and has been

1 stamped with an effective date of May 23, 2001. This tariff has never been
2 revoked and should continue in effect.

3 **Q. Should Contributions-in-Aid-of-Construction (CIAC) be imputed for the**
4 **higher service availability charges from May 23, 2001 until April 16, 2002?**

5 A. The imputation of CIAC in the amount of \$659,547, based on the number of lots
6 connected to Aloha's system during that time period, is consistent with an
7 effective date of May 23, 2001 for the service availability tariff. However, it is
8 not appropriate to impute CIAC for uncollected service availability charges unless
9 Aloha is also allowed to backbill developers and builders to recover the service
10 availability charges which these developers and builders would have paid. To
11 impute CIAC for the uncollected service availability charges and not allow Aloha
12 the opportunity to backbill developers and builders is a penalty illegally imposed
13 on Aloha and would constitute an unconstitutional taking.

14 **Q. Why is the imputation of CIAC for the uncollected service availability**
15 **charges without granting Aloha the ability to backbill for these charges a**
16 **penalty?**

17 A. CIAC decreases the amount of rate base upon which Aloha is allowed to earn a
18 fair rate of return. Normally, this decrease in rate base is offset by the service
19 availability charges collected from developers and builders. If Aloha is not
20 allowed to backbill to collect these funds, the decrease in rate base results in a
21 *permanent* decrease in revenues to Aloha of approximately \$ 130,760 per year.

22 **Q. Is the Commission authorized to penalize Aloha by imputing CIAC without**

1 **also allowing it to backbill?**

2 A. No. Section 367.161, Florida Statutes, sets forth the penalties which can be
3 imposed upon Aloha for failure to comply with an order of the Commission.
4 Such penalty is limited to the imposition of a \$5,000 per day fine for each offense
5 with each day the violation continues constituting a separate offense.

6 **Q. Has the Commission already imposed a penalty on Aloha for its failure to file**
7 **a service availability tariff in May of 2001 and its failure to collect the higher**
8 **service availability charges?**

9 A. Yes. In Order PSC-02-1250-SC-SU (Order 02-1250), issued on September 11,
10 2002, the Commission show caused Aloha as to why it should not be fined
11 \$10,000 for failure to file a tariff for increased wastewater service availability
12 charges and its failure to collect those charges beginning in May of 2001. Upon
13 consideration of Aloha's response to the show cause portion of Order 02-1250,
14 the Commission issued Order PSC-02-1774-FOF-SU (Order 02-1774), on
15 December 18, 2002, disposing of the show cause proceeding and fining Aloha
16 \$10,000. Further punitive action by the Commission with regard to Aloha's
17 failure to file the tariff for increased wastewater service availability charges and
18 failure to timely collect those charges is prohibited.

19 **Q. Does Rule 25-30.350, Florida Administrative Code, allow Aloha to backbill**
20 **for these uncollected funds?**

21 A. Yes. Rule 25-30.350, Florida Administrative Code, allows a utility to backbill for
22 a period of up to 12 months for any undercharge in billing which is the result of a

1 utility's mistake. Use of Rule 25-30.350, Florida Administrative Code, is
2 consistent with an effective date for the service availability tariff of May 23, 2001.

3 However, even if Rule 25-30.350, Florida Administrative Code, were not
4 in effect, it would be appropriate for Aloha to backbill for these charges since
5 Florida law requires a utility to backbill customers for undercharges discovered by
6 the utility in order to effectuate statutory requirements (here that of § 367.091(4),
7 Florida Statutes) that all utility customers be charged the same rate for the same
8 service. Corporation De Gestion Ste-Foy v. Florida Power and Light Company,
9 385 So.2d 124 (Fla. 3d DCA 1980).

10 **Q. Does the imputation of CIAC for the uncollected wastewater service**
11 **availability charges, coupled with allowing Aloha to backbill developers for**
12 **these uncollected funds, harm Aloha's ratepayers?**

13 A. No. The imputation of CIAC for the uncollected wastewater service availability
14 charges completely protects Aloha's customers from any adverse effects of
15 Aloha's failure to collect those charges. Further, Rule 25-30.350, Florida
16 Administrative Code, prohibits Aloha from recovering in any subsequent
17 ratemaking proceeding any lost revenues that result from Aloha's failure to collect
18 the full amount of uncollected revenues from developers. However,
19 notwithstanding the provisions of Rule 25-30.350, Florida Administrative Code,
20 Aloha will not collect or attempt to collect any uncollected wastewater service
21 availability charges from Aloha's current customers.

1 Q. Does this conclude your testimony?

2 A. Yes, it does.

3c: 3754

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727 372-2677

ALOHA UTILITIES

Docket No. 020413-SU

Exhibit _____ (SGW-1)

727-372-2677 Page 1 of 40

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655*

(727) 372-0115 Fax (727) 372-2677

April 16, 2002

Lennar Homes
One Presidents Plaza
4902 Eisenhower Blvd.
Suite 100
Tampa, FL 33634

Re: Heritage Springs
Additional Fees

To Whom It May Concern:

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office.

Sincerely,

ALOHA UTILITIES, INC.

Connie Kurish
Connie Kurish
Administration Manager

CK/pjy

2002gencorr/Lennar Homes sewer impact

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677*

April 16, 2002

U.S. Home Corporation
11509 Hidden Cove Court
New Port Richey, FL 34655

Re: Heritage Springs
Villages of Laurel Green
Additional Fees

To Whom It May Concern:

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25.

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office

Sincerely,

ALOHA UTILITIES, INC.



Connie Kurish
Administration Manager

CK/pjy

2002gencurr/US Home Corp sewer impact

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677*

April 16, 2002

Ms. June Nellums
M/I Schottenstein Homes
4904 Eisenhower Boulevard
Suite #150
Tampa, FL 33634

Re: Fox Wood, Phase 2
Fox Wood, Phase 5
Additional Fees

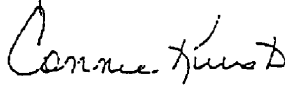
Dear Ms. Nellums:

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25.

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Connie Kurish
Administration Manager

CK/pjy

2002gencorr/MI Schottenstein homes sewer impact

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677*

April 16, 2002

Lexington Homes
P.O. Box 670
Port Richey, FL 34673

Re: Briar Patch Village
Additional Fees

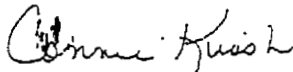
To Whom It May Concern:

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25.

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Connie Kurish
Administration Manager

CK/pjy

2002gencourt/Lexington Homes sewer impact

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677*

April 16, 2002

Ms. Jan Clark
Nohl Crest Homes
4023 Tampa Road
Suite #2800
Oldsmar, FL 34677

Re: Fox Hollow, Phase 4
Fox Wood, Phase 3
Thousand Oaks, Phase 2 - 5
Villages at Fox Hollow
Additional Fees

Dear Ms. Clark:

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25.

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office.

Sincerely,

ALOHA UTILITIES, INC.

Connie Kurish
Connie Kurish
Administration Manager

CK/pjy

2002gencurr/Nohl Crest Homes sewer impact

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655*

(727) 372-0115 Fax (727) 372-2677

April 16, 2002

Chad Horne
Windward Homes, Inc.
Beaumont Center Boulevard
Suite #108
Tampa, FL 33634

Re: Thousand Oaks, Phase 2 - 5
Thousand Oaks, Multi-Family
Additional Fees

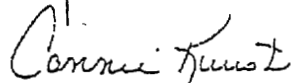
Dear Mr. Horne:

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25.

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Connie Kurish
Administration Manager

CK/pjy

2002 year-end / Windward Homes sewer impact

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677*

April 16, 2002

Panda Construction
8124 Washington Street
Port Richey, FL 34668

Re: Thousand Oaks, Phase 2 - 5
Additional Fees

To Whom It May Concern

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25.

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office.

Sincerely,

ALOHA UTILITIES, INC.

Connie Kurish
Connie Kurish
Administration Manager

CK/pjy

2002gencurr/Panda Construction sewer impact

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677*

April 16, 2002

Marlin Construction & Engineering, Inc.
2210 Destiny Way
Suite # 1
Odessa, FL 33556

Re: Villa Del Rio, Unit 4
Additional Fees

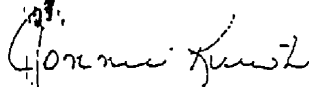
To Whom It May Concern:

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25.

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Connie Kurish
Administration Manager

CK/pjy

2002gencorr/Marlin Const sewer impact

May 10 02 05:31p

ALOHA UTILITIES

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655*

(727) 372-0115 Fax (727) 372-2677

April 16, 2002

Ms. Denise Paxson
Suntech Homes, Inc
8105 State Road 54
New Port Richey, FL 34655

Re: Hunting Creek Pointe
Additional Fees

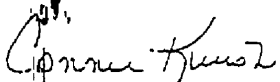
Dear Ms. Paxson.

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25.

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office.

Sincerely,

ALOHA UTILITIES, INC.


Connie Kurish
Administration Manager

CK/pjy

2002gencorr/Suntech Homes sewer impact

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655*

(727) 372-0115 Fax (727) 372-2677

April 16, 2002

Boyce Built Homes, Inc.
P.O. Box 308
New Port Richey, FL 34656

Re: Park Lake Estates, Unit 7
Additional Fees

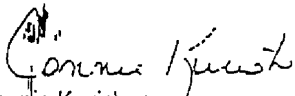
To Whom It May Concern:

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office.

Sincerely,

ALOHA UTILITIES, INC.


Connie Kurish
Administration Manager

CK/pjy

2002gencorr/Boyce Built Homes sewer impact

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677*

April 16, 2002

Mr. Dave Greene
Greene Builders, Inc.
P.O. Box 959
Elfers, FL 34680

Re: Park Lake Estates, Unit 8
Additional Fees

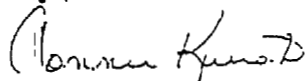
Dear Mr. Greene:

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Connie Kurish
Administration Manager

CK/pjy

2002genicorr/Greene Builders sewer impact

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677*

April 16, 2002

I.H. Suncoast Homes, Inc.
P.O. Box 273020
Tampa, FL 33688-3020

Re: Thousand Oaks, Phase 2 - 5
Additional Fees

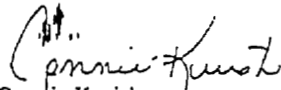
To Whom It May Concern:

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25.

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office.

Sincerely,

ALOHA UTILITIES, INC.


Connie Kurish
Administration Manager

CK/pjy

2002gencorr/IH Suncoast Homes sewer impact

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677*

May 1, 2002

Pastore Customer Builders
Attn: Kim
2339 Fayson Lane
Springhill, FL 34609

Re: Plantation, Phase 2
Additional Fees

To Whom It May Concern:

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25.

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office.

Sincerely,

ALOHA UTILITIES, INC.

Connie Kurish
Connie Kurish
Administration Manager

CK/pjy

2002gencurr/Pastore Custom Builders sewer impact

May 10 02 05:34p

ALOHA UTILITIES

Aloha Utilities, Inc.

14

6915 Perrine Ranch Road
 New Port Richey, FL 34655
 (727) 372-0115 Fax (727) 372-2677

April 22, 2002

Mr. Chad Home
 Windward Homes
 5402 Beaumont Center Blvd.
 Tampa, FL 33634

VIA CERTIFIED RETURN RECEIPT:
 7099-3400-0018-4330-7707

RE: Thousand Oaks Multi-family Development-Wastewater Plant Capacity Charge

Dear Mr. Home:

Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 25 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.

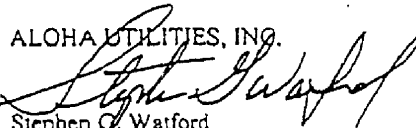
The total amount that is due to Aloha from your Company for prior connections is \$36,081.25. For reservation of capacity and connections not yet made, the additional amount owed is \$168,860.25 (117 connections X \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly.

Sincerely,

ALOHA UTILITIES, INC.


 Stephen Q. Watford
 President

SGW/ck

Letter#02genwarrfdev sewer impact due

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655
(727) 372-0115 Fax (727) 372-2677*

April 22, 2002

Mr. Michael Ryan
Village Development Inc.
P.O. Box 1119
Eifers, FL 34680

VIA CERTIFIED RETURN RECEIPT:
7099-3400-0018-4330-7738

RE: Briar Patch Phase I Development-Wastewater Plant Capacity Charge

Dear Mr. Ryan:

Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 22 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.

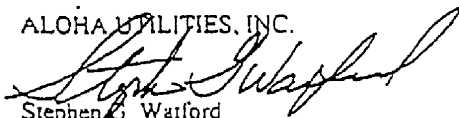
The total amount that is due to Aloha from your Company for prior connections is \$31,751.50. For reservation of capacity and connections not yet made, the additional amount owed is \$76,492.25 (53 connections X \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly.

Sincerely,

ALOHA UTILITIES, INC.


Stephen G. Watford
President

SGW/ck

Letters/02gencurr/dev sewer impact due

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

April 22, 2002

Mr. Robert Friedman
U.S. Homes
11509 Hidden Cove Ct
New Port Richey, FL 34655

VIA CERTIFIED RETURN RECEIPT
7099-3400-0018-4330-7776

RE: Heritage Springs Development-Wastewater Plant Capacity Charge

Dear Mr. Freedman:

Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 20 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.

The total amount that is due to Aloha from your Company for prior connections is \$28,865.00. For reservation of capacity and connections not yet made, the additional amount owed is \$0.00 (0 connections * \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly.

Sincerely,

ALOHA UTILITIES, INC.



Stephen G. Watford
President

SGW/ck

Letters/02gencurr/lev sewer impact.doc

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655
(727) 372-0115 Fax (727) 372-2677

April 22, 2002

Mr. Robert Friedman
U.S Homes
11509 Hidden Cove Ct
New Port Richey, FL 34655

VIA CERTIFIED RETURN RECEIPT:
7099-3400-0018-4330-7769

RE. Heritage Springs Vill 1, Unit 1 Development-Wastewater Plant Capacity Charge

Dear Mr. Friedman:

Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 16 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.

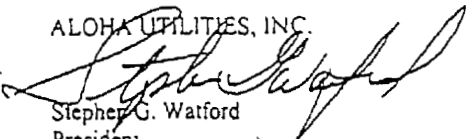
The total amount that is due to Aloha from your Company for prior connections is \$23,092.00. For reservation of capacity and connections not yet made, the additional amount owed is \$8,659.50 (6 connections X \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly.

Sincerely,

ALOHA UTILITIES, INC.


Stephen G. Watford
President

SGW/ck

Letters/02gencurr/dec sewer impact due

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

April 22, 2002

Mr. Kenneth Burr
Marlin Construction
2210 Destiny Way
Odeessa, FL 33556

VIA CERTIFIED RETURN RECEIPT:
7099-3400-0018-4330-7691

RE: Riverside Development-Wastewater Plant Capacity Charge

Dear Mr. Burr:


Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 31 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.

The total amount that is due to Aloha from your Company for prior connections is \$44,740.75. For reservation of capacity and connections not yet made, the additional amount owed is \$0.00 (0 connections ~~x~~ \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly.

Sincerely,

ALOHA UTILITIES, INC

Stephen G. Watford
President

SGW/ck

Letters/02gencorr/dev sewer impact due

May 10 02 05:36p

ALOHA UTILITIES

72-37

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655*

(727) 372-0115 Fax (727) 372-2677

April 22, 2002

Mr. Wally Torres
Manufactured Home Communities, Inc
28050 U.S. Hwy 19 N
Clearwater, FL 33761

VIA CERTIFIED RETURN RECEIPT:
7099-3400-0018-4330-7684

RE Country Place Village Development-Wastewater Plant Capacity Charge

Dear Mr. Torres:

Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 15 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.


The total amount that is due to Aloha from your Company for prior connections is \$21,648.75. For reservation of capacity and connections not yet made, the additional amount owed is \$0.00 (0 connections * \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly.

Sincerely,

ALOHA UTILITIES, INC


Stephen G. Watford
President

SGW/ck

Letter 02020403dev sewer impact due

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655
(727) 372-0115 Fax (727) 372-2677

April 22, 2002

Mr. Dave Greene
Grove Park Homes
P.O. Box 959
Elfers, FL 34690

VIA CERTIFIED RETURN RECEIPT.
7099-3400-0018-4330-7752

RE. Parklake Development-Wastewater Plant Capacity Charge

Dear Mr. Greene:

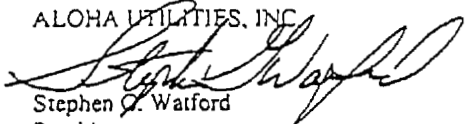
Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 5 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.

The total amount that is due to Aloha from your Company for prior connections is \$7,216.25. For reservation of capacity ~~and~~ connections not yet made, the additional amount owed is \$0.00 (0 connections X \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly.

Sincerely,

ALOHA UTILITIES, INC.

Stephen Q. Watford
President

SGW:ck

Letters/02gencur/idev sewer impact due

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

April 22, 2002

Mr. Dave Greene
Grove Park Homes
P.O. Box 959
Elfers, FL 34690

VIA CERTIFIED RETURN RECEIPT:
7099-3400-0018-4330-7745

RE: Parklake Unit 8 Phase 2B Development-Wastewater Plant Capacity Charge

Dear Mr. Greene:

Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 13 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.


The total amount that is due to Aloha from your Company for prior connections is \$12,989.75. For reservation of capacity and connections not yet made, the additional amount owed is \$5,773.00 (4 connections X \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly.

Sincerely,

ALOHA UTILITIES, INC.


Stephen C. Watford
President

SGW/ck

Letters/02/guicorr/der neww impact due

May 10 02 05:37p

ALOHA UTILITIES

727-37

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655
(727) 372-0115 Fax (727) 372-2677*

April 22, 2002

VIA FAX AND CERTIFIED RETURN RECEIPT:
7099-3400-0018-4330-8735

Mr. Daniel Aldridge
Adam Smith Enterprises
P.O. Box 1608
Tarpon Springs, FL 34688

RE: Foxwood Development-Wastewater Plant Capacity Charge

Dear Mr. Aldridge

Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 139 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.

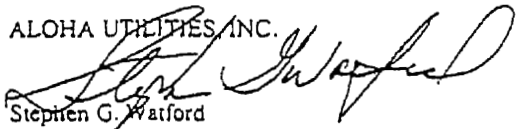
The total amount that is due to Aloha from your Company for prior connections is \$200611.75. For reservation of capacity and connections not yet made, the additional amount owed is \$0 (0 connections X \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly.

Sincerely,

ALOHA UTILITIES, INC.


Stephen G. Watford
President

SGW/ck

Letters/02genccorridor sewer impact due

May 10 02 05:37p

ALOHA UTILITIES

727-37

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

April 22, 2002

VIA FAX AND CERTIFIED RETURN RECEIPT:
7099-3400-0018-4330-8728

Mr. Daniel Aldridge
Adam Smith Enterprises
P.O. Box 1608
Tarpon Springs, FL 34688

RE: Foxhollow Development-Wastewater Plant Capacity Charge

Dear Mr. Aldridge:

Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 18 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.


The total amount that is due to Aloha from your Company for prior connections is \$25,978.50. For reservation of capacity and connections not yet made, the additional amount owed is \$0 (0 connections x \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly.

Sincerely,

ALOHA UTILITIES, INC.


Stephen C. Watford
President

SGW/ck

Letters 02genarr/dev sewer impact due

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655*

(727) 372-0115 Fax (727) 372-2677

April 22, 2002

VIA FAX AND CERTIFIED RETURN RECEIPT:
7099-3400-0018-4330-8711

Mr. Daniel Aldridge
Adam Smith Enterprises
P.O. Box 1608
Tarpon Springs, FL 34688

RE: Trinity Oaks Development-Wastewater Plant Capacity Charge

Dear Mr. Aldridge:

Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 1 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.

The total amount that is due to Aloha from your Company for prior connections is \$1443.25. For reservation of capacity and connections not yet made, the additional amount owed is \$0 (0 connections X \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly.

Sincerely,

ALOHA UTILITIES, INC.



Stephen G. Watford
President

SGW/ck

Letter 02gencorr4dev review impact due

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655
(727) 372-0115 Fax (727) 372-2677*

April 22, 2002

VIA FAX AND CERTIFIED RETURN RECEIPT:
7099-3400-0018-4330-8742

Mr. Daniel Aldridge
Adam Smith Enterprises
P.O. Box 1608
Tarpon Springs, FL 34688

RE: Wyndtree Development-Wastewater Plant Capacity Charge

Dear Mr. Aldridge:

Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 1 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.

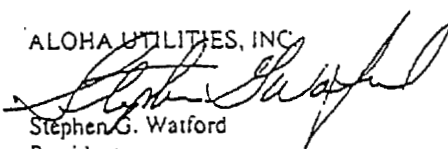
The total amount that is due to Aloha from your Company for prior connections is \$1443.25. For reservation of capacity and connections not yet made, the additional amount owed is \$0 (0 connections X \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly.

Sincerely,

ALOHA UTILITIES, INC.


Stephen G. Watford
President

SGW/ck

Letters/02gencorr/dev sever impact due

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

April 22, 2002

Ms. Patricia Orsi
Sunfield Homes
8105 S.R. 54
New Port Richey, FL 34655

VIA CERTIFIED RETURN RECEIPT:
7099-3400-0018-4330-7714

RE: Thousand Oaks Multi-family Development-Wastewater Plant Capacity Charge

Dear Ms. Orsi:

Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 25 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.

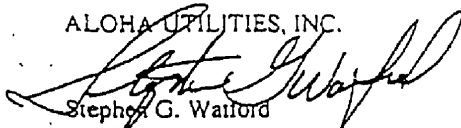
The total amount that is due to Aloha from your Company for prior connections is \$36,081.25. For reservation of capacity and connections not yet made, the additional amount owed is \$168,860.25 (117 connections X \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly.

Sincerely,

ALOHA UTILITIES, INC.


Stephen G. Waitford
President

SGW/ck

Letters/02gencorrtidev sewer impact due

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

April 22, 2002

Ms. Patricia Orsi
Sunfield Homes
8105 S.R. 54
New Port Richey, FL 34655

VIA CERTIFIED RETURN RECEIPT:
7099-3400-0018-4330-7721

RE: Thousand Oaks 2-5 Development-Wastewater Plant-Capacity Charge

Dear Ms. Orsi:

Effective May 23, 2001, Aloha Utilities, Inc. was authorized by the Florida Public Service Commission to increase its wastewater service availability charge from \$206.75 to \$1,650.00, a difference of \$1,443.25 per ERC. All connections from that day forward are required to be assessed the new fee. Unfortunately, through a mistake on the part of the Utility, several developers/builders were not assessed the additional fee, either as to their connections made since that time, or assessed for the increase for future connections which have been reserved. Your Company has connected 86 connections since May 23, 2001. As such, we are required by our tariff, Public Service Commission Orders, and by Florida law, to assess you at this increased rate. While the Utility mistakenly failed to charge you for this increase previously, we are authorized both under our Developer Agreement with you and under Public Service Commission Rules to back bill in the case of such a mistake.

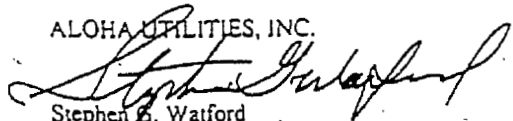
The total amount that is due to Aloha from your Company for prior connections is \$124,119.50. For reservation of capacity and connections not yet made, the additional amount owed is \$0.00 (0 connections X \$1,443.25 increased charge) per additional connection.

We apologize for this mistake and we will be glad to work with you on the method of repayment. However, we must receive all of these overdue monies for prior connections in order to comply with PSC requirements.

We need to hear from you shortly or we will have to consider alternative measures in order to collect these monies. If you have any questions, please let me know. Again, we appreciate your cooperation in resolving this matter quickly

Sincerely,

ALOHA UTILITIES, INC.



Stephen B. Watford
President

SGW/ck

Letters/02/gen/arr/des sewer impact due

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

 (727) 372-0115 Fax (727) 372-2677

May 16, 2002

James S. Carr, Managing Partner
The Village at Wyndtree Limited Partnership
11 Dale Lane
Malvern, PA 19355

RE: Increase in Sewer Plant Capacity Charges (Impact Fee)

Dear Mr. Carr:

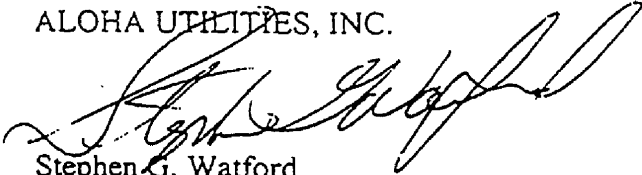
The Florida Public Service Commission (FPSC) by Order No. PSC-01-0326-FOF-SU has increased the sewer plant capacity charge applied to all wastewater customers within the Seven Springs service area of Aloha Utilities, Inc. This charge is effective immediately and increases that charge from \$206.75 per residential ERC to \$1,650.00 per residential ERC (or \$12.79 / gallon for all other connections). It applies to all active connections made after the effective date of the recently approved FPSC tariff. Any comments concerning the charge should be addressed to the Director of the Commission Clerk and Administrative Services at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0870.

In our letter addressed to you on February 28, 2002, we requested a new Developer Agreement and a Refundable Advance Agreement.

Should you have any further questions, please do not hesitate to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Stephen G. Watford
President

SGW/FMD/jlw

02gencorr/village@wyndtree

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677*

May 16, 2002

Bergen Materials
5136 West Shore Drive
New Port Richey, FL 34652

Re: West Pasco Industrial Park, Phase 2, Unit 1, Lot 16
Additional Fees

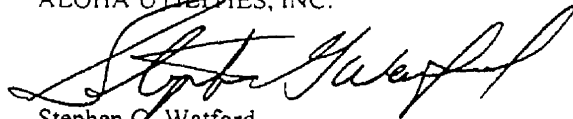
To Whom It May Concern:

As per the attached wastewater tariff effective May 23, 2001, the additional sewage plant capacity charge (impact fee) must be paid prior to commencement of water and/or sewer services. The prior amount paid was \$206.75, which leaves a balance of \$1,443.25.

We apologize for any inconvenience this may have caused. Should you have any further questions, please feel free to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Stephen G. Watford
President

SGW/pjy

2002gencorr/Bergen Materials sewer impact

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

May 20, 2002

Mr. Bob Schmid
Progress Engineering Corporation
P.O. Box 1969
Tampa, FL 33601

Re: Increase in Sewer Plant Capacity Charges (Impact Fee)

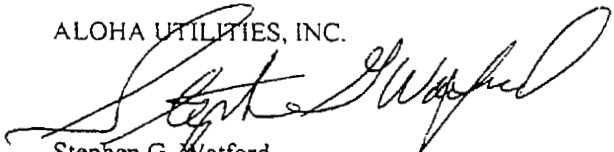
Dear Mr. Schmid:

The Florida Public Service Commission (FPSC) by Order No. PSC-01-0326-FOF-SU has increased the sewer plant capacity charge applied to all wastewater customers within the Seven Springs service area of Aloha Utilities, Inc. This charge is effective immediately and increases that charge from \$206.75 per residential ERC to \$1,650.00 per residential ERC (or \$12.79 / gallon for all other connections). It applies to all active connections made after the effective date of the recently approved FPSC tariff. Any comments concerning the charge should be addressed to the Director of the Commission Clerk and Administrative Services at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0870.

Should you have any further questions, please do not hesitate to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Stephen G. Watford
President

SGW/FMD/pjy

2002gencorr/notification sewer plant capacity charge

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655*

(727) 372-0115 Fax (727) 372-2677

May 20, 2002

Mr. Steven Gordon
Active Lifestyle Development Corporation
2830 Scherer Drive, Suite 310
St. Petersburg, FL 33716

Re: Increase in Sewer Plant Capacity Charges (Impact Fee)

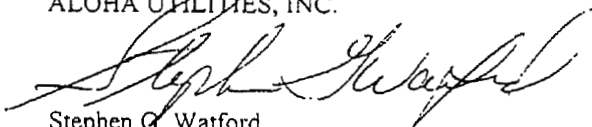
Dear Mr. Gordon:

The Florida Public Service Commission (FPSC) by Order No. PSC-01-0326-FOF-SU has increased the sewer plant capacity charge applied to all wastewater customers within the Seven Springs service area of Aloha Utilities, Inc. This charge is effective immediately and increases that charge from \$206.75 per residential ERC to \$1,650.00 per residential ERC (or \$12.79 / gallon for all other connections). It applies to all active connections made after the effective date of the recently approved FPSC tariff. Any comments concerning the charge should be addressed to the Director of the Commission Clerk and Administrative Services at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0870.

Should you have any further questions, please do not hesitate to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Stephen G. Watford
President

SGW/FMD/pjy

2002gencorr/notification sewer plant capacity charge

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

May 20, 2002

Mr. Brad Cummings
Morton Plant Hospital
1233 S. Fort Harrison
Clearwater, FL 33756

Re: Increase in Sewer Plant Capacity Charges (Impact Fee)

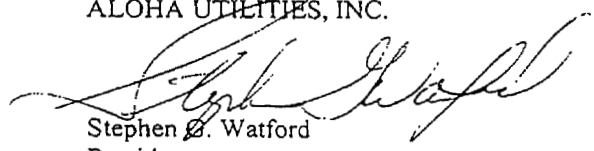
Dear Mr. Cummings:

The Florida Public Service Commission (FPSC) by Order No. PSC-01-0326-FOF-SU has increased the sewer plant capacity charge applied to all wastewater customers within the Seven Springs service area of Aloha Utilities, Inc. This charge is effective immediately and increases that charge from \$206.75 per residential ERC to \$1,650.00 per residential ERC (or \$12.79 / gallon for all other connections). It applies to all active connections made after the effective date of the recently approved FPSC tariff. Any comments concerning the charge should be addressed to the Director of the Commission Clerk and Administrative Services at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0870.

Should you have any further questions, please do not hesitate to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Stephen G. Watford
President

SGW/FMD/pjy

2002gencorr/notification sewer plant capacity charge

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

May 20, 2002

Mr. Larry Sanders
HAS Engineers & Scientists
4019 E. Fowler Avenue
Tampa, FL 33617

Re: Increase in Sewer Plant Capacity Charges (Impact Fee)

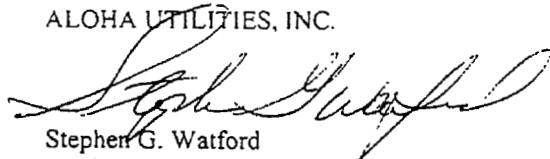
Dear Mr. Sanders:

The Florida Public Service Commission (FPSC) by Order No. PSC-01-0326-FOF-SU has increased the sewer plant capacity charge applied to all wastewater customers within the Seven Springs service area of Aloha Utilities, Inc. This charge is effective immediately and increases that charge from \$206.75 per residential ERC to \$1,650.00 per residential ERC (or \$12.79 / gallon for all other connections). It applies to all active connections made after the effective date of the recently approved FPSC tariff. Any comments concerning the charge should be addressed to the Director of the Commission Clerk and Administrative Services at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0870.

Should you have any further questions, please do not hesitate to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Stephen G. Watford
President

SGW/FMD/pjy

2002gencorr/notice sewer plant capacity charge

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

May 20, 2002

Mr. Jamie Turtle
Burcaw & Associates, Inc.
10840 Sheldon Road
Tampa, FL 33636

Re. Increase in Sewer Plant Capacity Charges (Impact Fee)

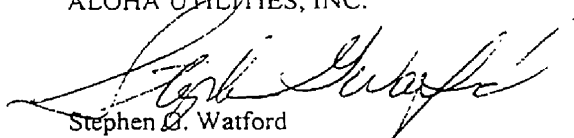
Dear Mr. Turtle:

The Florida Public Service Commission (FPSC) by Order No. PSC-01-0326-FOF-SU has increased the sewer plant capacity charge applied to all wastewater customers within the Seven Springs service area of Aloha Utilities, Inc. This charge is effective immediately and increases that charge from \$206.75 per residential ERC to \$1,650.00 per residential ERC (or \$12.79 / gallon for all other connections). It applies to all active connections made after the effective date of the recently approved FPSC tariff. Any comments concerning the charge should be addressed to the Director of the Commission Clerk and Administrative Services at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0870.

Should you have any further questions, please do not hesitate to contact our office.

Sincerely,

ALOHA UTILITIES, INC.


Stephen B. Watford
President

SGW/FMD/pjy

2002gencorr/notification sewer plant capacity charge

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

 (727) 372-0115 Fax (727) 372-2677

May 20, 2002

Mr. Bob Luca
Avid Engineering
2300 Curlew Road, Suite 100
Palm Harbor, FL 34683

Re: Increase in Sewer Plant Capacity Charges (Impact Fee)

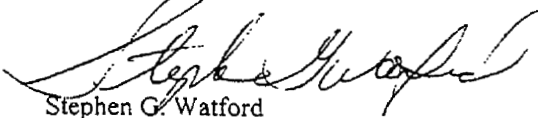
Dear Mr. Luca:

The Florida Public Service Commission (FPSC) by Order No. PSC-01-0326-FOF-SU has increased the sewer plant capacity charge applied to all wastewater customers within the Seven Springs service area of Aloha Utilities, Inc. This charge is effective immediately and increases that charge from \$206.75 per residential ERC to \$1,650.00 per residential ERC (or \$12.79 / gallon for all other connections). It applies to all active connections made after the effective date of the recently approved FPSC tariff. Any comments concerning the charge should be addressed to the Director of the Commission Clerk and Administrative Services at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0870.

Should you have any further questions, please do not hesitate to contact our office.

Sincerely,

ALOHA UTILITIES, INC.


Stephen G. Watford
President

SGW/FMD/pjy

2002gencorr/notification sewer plant capacity charge

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

May 20, 2002

Mr. Goody Murray
15910 Crying Wind
Tampa, FL 33624

Re: Increase in Sewer Plant Capacity Charges (Impact Fee)

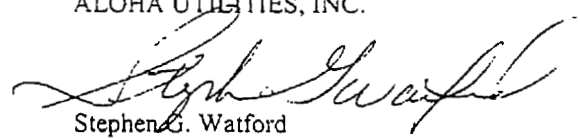
Dear Mr. Murray:

The Florida Public Service Commission (FPSC) by Order No. PSC-01-0326-FOF-SU has increased the sewer plant capacity charge applied to all wastewater customers within the Seven Springs service area of Aloha Utilities, Inc. This charge is effective immediately and increases that charge from \$206.75 per residential ERC to \$1,650.00 per residential ERC (or \$12.79 / gallon for all other connections). It applies to all active connections made after the effective date of the recently approved FPSC tariff. Any comments concerning the charge should be addressed to the Director of the Commission Clerk and Administrative Services at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0870.

Should you have any further questions, please do not hesitate to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Stephen G. Watford
President

SGW/FMD/pjy

2002gencorr/notification sewer plant capacity charge

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655*

(727) 372-0115 Fax (727) 372-2677

May 20, 2002

Mr. Preben Christensen
Christensen Builders, Inc.
5437 Commercial Way
Spring Hill, FL 34606

Re: Increase in Sewer Plant Capacity Charges (Impact Fee)

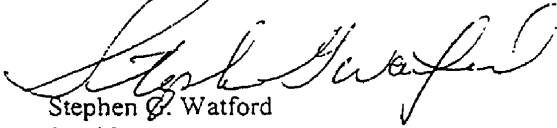
Dear Mr. Christensen:

The Florida Public Service Commission (FPSC) by Order No. PSC-01-0326-FOF-SU has increased the sewer plant capacity charge applied to all wastewater customers within the Seven Springs service area of Aloha Utilities, Inc. This charge is effective immediately and increases that charge from \$206.75 per residential ERC to \$1,650.00 per residential ERC (or \$12.79 / gallon for all other connections). It applies to all active connections made after the effective date of the recently approved FPSC tariff. Any comments concerning the charge should be addressed to the Director of the Commission Clerk and Administrative Services at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0870.

Should you have any further questions, please do not hesitate to contact our office.

Sincerely,

ALOHA UTILITIES, INC.


Stephen C. Watford
President

SGW/FMD/pjy

2002gencorr/notification sewer plant capacity charge

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

May 20, 2002

Mr. S. "Sandy" Lloveras
Lloveras, Baur & Stevens
29228 US Hwy 19 North
Clearwater, FL 33761

Re: Increase in Sewer Plant Capacity Charges (Impact Fee)

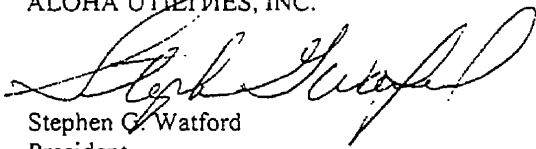
Dear Mr. Lloveras:

The Florida Public Service Commission (FPSC) by Order No. PSC-01-0326-FOF-SU has increased the sewer plant capacity charge applied to all wastewater customers within the Seven Springs service area of Aloha Utilities, Inc. This charge is effective immediately and increases that charge from \$206.75 per residential ERC to \$1,650.00 per residential ERC (or \$12.79 / gallon for all other connections). It applies to all active connections made after the effective date of the recently approved FPSC tariff. Any comments concerning the charge should be addressed to the Director of the Commission Clerk and Administrative Services at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0870.

Should you have any further questions, please do not hesitate to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Stephen G. Watford
President

SGW/FMD/pjy

2002gencorr/notification sewer plant capacity charge

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

May 20, 2002

Mr. Curtis Crenshaw
Coastal Realty
19321 US Hwy 19, Building C, Suite 600
Clearwater, FL 33764

Re: Increase in Sewer Plant Capacity Charges (Impact Fee)

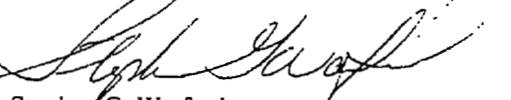
Dear Mr. Crenshaw:

The Florida Public Service Commission (FPSC) by Order No. PSC-01-0326-FOF-SU has increased the sewer plant capacity charge applied to all wastewater customers within the Seven Springs service area of Aloha Utilities, Inc. This charge is effective immediately and increases that charge from \$206.75 per residential ERC to \$1,650.00 per residential ERC (or \$12.79 / gallon for all other connections). It applies to all active connections made after the effective date of the recently approved FPSC tariff. Any comments concerning the charge should be addressed to the Director of the Commission Clerk and Administrative Services at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0870.

Should you have any further questions, please do not hesitate to contact our office.

Sincerely,

ALOHA UTILITIES, INC.



Stephen G. Watford
President

SGW/FMD/pjy

2002gencorr/notification sewer plant capacity charge

Aloha Utilities, Inc.

6915 Perrine Ranch Road
New Port Richey, FL 34655

(727) 372-0115 Fax (727) 372-2677

May 20, 2002

Bob Segers Homes, Inc.
P.O. Box 849
New Port Richey, FL 34656

Re: Increase in Sewer Plant Capacity Charges (Impact Fee)

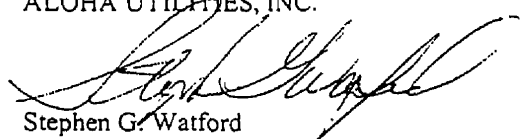
To Whom It May Concern:

The Florida Public Service Commission (FPSC) by Order No. PSC-01-0326-FOF-SU has increased the sewer plant capacity charge applied to all wastewater customers within the Seven Springs service area of Aloha Utilities, Inc. This charge is effective immediately and increases that charge from \$206.75 per residential ERC to \$1,650.00 per residential ERC (or \$12.79 / gallon for all other connections). It applies to all active connections made after the effective date of the recently approved FPSC tariff. Any comments concerning the charge should be addressed to the Director of the Commission Clerk and Administrative Services at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0870.

Should you have any further questions, please do not hesitate to contact our office.

Sincerely,

ALOHA UTILITIES, INC.


Stephen G. Watford
President

SGW/FMD/pjy

2002gencorr/notification sewer plant capacity charge

85.00
11.00

96.00

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered into this 7th day of February, 1989, by and between ADAM SMITH ENTERPRISES, INC., a Florida corporation, hereinafter referred to as "Developer", and ALOHA UTILITIES, INC., a Florida corporation, hereinafter referred to as "Service Company".

WHEREAS, Developer owns interests by which Developer controls the development of certain lands in Pasco County, as described in Exhibit "A", attached hereto and made a part hereof as if fully set forth in this paragraph, and hereinafter referred to as the "Property", and Developer intends to develop the Property into a residential community of single family and multiple dwelling units, manufactured housing, mobile home, commercial, industrial or other improvements, professional, educational, and health care structures, which will require potable water and sanitary sewer services, although Developer reserves the right to change the use of the Property at any time or times and

300007-18-0200 02-08-89 2106
TO RECORD INDEX
RECORDING FEE \$1
times 2 and
10 CASH TOTAL 1 85.00
96:00

WHEREAS, in order to meet the financial and general requirements of Federal, State and local governmental agencies, including, but not limited to, the pollution control agencies, Department of Environmental Regulation, the Florida Public Service Commission and other agencies having jurisdiction over Service Company or the Property (herein generally called "Public Agencies") and the Development Order of the Trinity Communities Development of Regional Impact No. 157 (the "Development Order"), it is necessary that adequate central water distribution and sewage collection services be provided to serve the Property, the occupants of each home and other structure to be located on the Property; and

WHEREAS, Service Company holds the authority and right to provide potable water and sanitary sewer service to a portion of the lands which Developer proposes to develop; and

WHEREAS, Pasco County proposes to provide potable water and sanitary sewer services to those portions of Developer's lands not included in the lands to receive such services by Aloha; and

WHEREAS, Developer is not certified to provide central water distribution and sewage collection services to serve the Property, but is desirous of promoting the construction of such facilities so that the Property will receive adequate water and sewage service; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement, central water treatment and distribution, and sewage collection, treatment and disposal services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property and the appurtenant facilities will receive an adequate water supply and sewage collection, treatment and disposal service from Service Company;

NOW, THEREFORE, for and in consideration of the premises the mutual undertakings and agreements herein contained and assumed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Service Company hereby covenant and agree as follows:

1. The foregoing statements are true and correct and an integral part hereof.
2. The following terms shall have the following definitions for the purpose of interpreting the Agreement:

(a) "Consumer" - The person(s) or entity/entities on the Property that actually utilize the water and sewer services of Service Company, which may include Developer.

(b) "Consumer Installation" - All facilities on the Consumer's side of the Point of Delivery (as hereinafter defined).

(c) "Contribution-in-aid-of-Construction (CIAC)" - The sum of money and/or the value of Property including real property represented by the cost of the water distribution and sewage collection systems, including but not limited to lift stations and treatment plants, constructed or to be constructed by developer which Developer transfers to Service Company at no cost or charge to Service Company to provide utility services to the Property or any portion thereof.

(d) "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow of water (ADF) to the equivalent number of residential connection. For this purpose, the average daily flow of one equivalent residential connection (ERC) is 270 gallons per day (GPD). In no instance will a single-family residence be determined to be less than one (1) ERC for potable water and sanitary sewer service. The determination of an ERC shall be as set forth in the Service Company's tariffs.

(e) "Notice to Proceed" - A document executed by Developer expressing a formal order pursuant to this Agreement, for the start of specific water or sewer service.

(f) "Point of Delivery" - The point where the sewer pipes or water meters of Service Company connect with the pipes of the Consumer. Unless otherwise indicated in writing, Point of Delivery shall be at the Consumer's lot line.

(g) "Service" - The readiness and ability on the part of Service Company to furnish and maintain water treatment and distribution and sewage collection services to the Point of Delivery for Customers (pursuant to applicable rules and regulations of applicable regulatory agencies).

(h) "System Capacity Charge" - The charge made by the Service Company for each new connection to the utility system, which charge is designated to defray a portion of the cost of the utility system.

3. Representations and Warranties of Developer. The Developer warrants and represents that (which warranties and representations shall specifically survive the making of this Agreement and delivery of any documents required herein or the performance of any duties required herein):

(a) It is a corporation duly organized, existing and in good standing under the laws of the State of Florida, and has the corporate power and authority to carry on its business as now conducted.

(b) Developer has the corporate power and authority to enter into and perform this Agreement, and is the fee simple owner or controls development of the Property. This Agreement and any documentation required to be delivered hereunder will constitute the valid and binding obligation of the Developer in accordance with its terms.

(c) The making of this Agreement will not violate any provisions of any law, federal, or state, or the certificate of incorporation or by-laws of the Developer or result in the breach of or constitute an event of default under the terms of any contractual agreement to which the Developer is a party or by which the Developer is otherwise bound.

(d) No approval, authorization or consent of any court, administrative or government agency is required for any part of the execution, delivery or performance by the Developer of this Agreement.

(e) The execution and delivery of this Agreement has been duly authorized by the stockholders and/or directors of the Company, as may be appropriate.

(f) Developer has the corporate power to and will comply with the Development Order as applicable to this Agreement.

4. Representations and Warranties of Service Company. Service Company warrants and represents that (which warranties and representations shall specifically survive the making of the Agreement):

(a) Service Company is a corporation duly organized, existing and in good standing under the laws of the State of Florida and has the corporate power and authority to carry on its business as now conducted.

(b) Service Company has the corporate power and authority to enter into and perform this Agreement. This Agreement and any documentation required to be delivered hereunder will constitute the valid and binding obligation of Service Company in accordance with its terms, which are in accordance with the Rules of the Public Service Commission.

(c) The making of this Agreement will not violate provisions of any statutory laws, federal or state or the certificate of incorporation or by-laws of Service Company or result in the breach of, or constitute an event of default under the terms of any contractual agreement to which Service Company is a part or by which Service Company is otherwise bound.

(d) Service Company will comply with the applicable rules and regulations of governmental authorities having jurisdiction over its operations and this Agreement, any such applicable rules, regulations and authority, as now constituted or as amended from time to time being incorporated into this Agreement and made a part hereof by reference.

(e) Subject to ~~Developer's~~ ^{Developer's} obtaining all required approvals from applicable governmental authorities, Service Company agrees to provide water and sewer services to the Property, as and when needed, in accordance with the terms and provisions of this Agreement.

5. System Capacity Charges. Developer agrees to pay to Service Company the "System Capacity Charges" as specified by Service Company's Tariff in effect at that time, upon the day that Developer requests that Service Company sign Developer's application for a permit to be issued by the appropriate regulatory authority, authorizing Developer to construct potable water distribution or sewage collection lines, together with the "gross-up" funds applicable to the said System Capacity Charges, as are more specifically described in Paragraph 30 hereof.

The amount of System Capacity Charges to be paid shall be the estimated demand of the water distribution and sewage collection system being constructed by Developer, expressed in ERCs, times the System Capacity Charge and the "gross-up" thereof, calculated in accordance with the Service Company's Tariff.

Service Company hereby agrees to provide wastewater treatment services of sufficient capacity, subject to the conditions and limitations set forth herein, to the Property, provided, however, that such service in the form of a DER approved collection permit shall only be provided to the Developer within six (6) months, and actual wastewater treatment service within

twelve (12) months after payment by the Developer of the System Capacity Charges for the proposed units requiring service.

Service Company agrees to provide potable water service of sufficient capacity, subject to the conditions and limitations set forth herein, provided, however, that such services shall only be provided within twelve (12) months after the payment by the Developer of System Capacity Charges for the proposed units requiring service.

6. Guaranteed Revenue Charges. Developer, at its option, may pay to Service Company "Guaranteed Revenue Charges" at a rate set by appropriate regulatory agency, which rate is currently equal to \$18.33 per month, per lot, for any lot or lots on the Property. Such payments shall be made monthly, in advance.

Upon payment of Guaranteed Revenue Charges, Service Company will provide service to the Property, and notwithstanding anything to the contrary herein contained, Developer will not be required to pay any increase in the System Capacity Charges over the amount originally paid by Developer. If, by law either now or at some later time, the System Capacity Charge cannot be locked in at the amount paid upon execution of this Agreement, Service Company shall refund the Guaranteed Revenue Charges paid by Developer, but without interest, unless otherwise required by law. Nothing contained herein, however, shall prevent or prohibit Service Company from requesting or obtaining an increase in any of its rates and charges.

7. On-Site Installation. Developer hereby agrees to construct and to transfer ownership and control to Service Company as CIAC, the on-site potable water distribution system and sewage collection system. The term "on-site potable water distribution system and sewage collection system" means and includes all water distribution and supply mains, lines, pipes, pumps, storage facilities, and any other related facilities, sewage collection lines, treatment facilities, and equipment, including pumping stations and man-holes, constructed within the boundaries of the Property and in accordance with the terms of this Agreement, to serve each Consumer within the Property. The on-site installation shall not include Consumer Installations.

(a) Plans. Developer shall cause to be prepared three (3) copies of the applications for permits and three (3) sets of finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the on-site potable water distribution and sewage collection systems proposed to be installed to provide service to Consumers within the Property. Such detailed plans may be limited to the first development phase only, and in such instance, plans for subsequent phases shall be furnished from time to time as such phases are to be developed. However, each such development phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Service Company concurrent with or prior to submission of engineering plans for the first development phase. Developer reserves the right to modify such master plan any time in such a manner as to not unduly interfere with Service Company's existing facilities and upon modification, shall submit four copies of the modified plan to Service Company. The cost of any modifications to Service Company's existing systems on the Property or to such master plan for the Property that are caused by Developer's modifications or changes shall be borne by Developer. Developer shall cause its engineer to submit specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to Service Company's engineer shall meet the minimum specifications of Service Company and shall be subject to the approval of Service Company, which approval shall not be unreasonably withheld or delayed. No construction shall commence until Service Company and necessary regulatory agencies, if any, have approved such plans and specification in writing (except that regulatory agency approval shall

be in writing only if so required by the regulatory agency). If permits and approved plans are returned by regulatory agencies to Developer, Developer shall submit to Service Company one (1) copy of water and/or sewer permit and approved plans. Developer shall also supply to the Service Company an itemized list of materials and all contractors to be used covering all contract items.

(b) Contractor. Developer shall use no sewer and water contractor not approved by Service Company, and Service Company shall not unreasonably withhold or delay its approval thereof.

(c) Construction. Developer shall provide to Service Company's inspector, fifteen (15) days notice prior to commencement of construction a copy of the approved plans and specifications. Developer shall cause to be constructed, at Developer's own cost and expense, the on-site potable water distribution and sewage collection systems as shown on the approved plans and specifications.

(d) Inspection. During the construction of the on-site potable water distribution and sewage collection systems by Developer, Service Company shall have the right to inspect such installations at all times to determine compliance with the approved plans and specifications. The Engineer of Record shall also inspect construction to assure compliance with the approved plans and specifications. Forty-eight (48) hours notice of all standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests shall be given to the Service Company. Tests shall demonstrate that the systems have been installed in accordance with the approved plans and specifications, good engineering practices, and the American Water Works Association criteria. The Service Company, Developer, Engineer of Record and Utility Contractor each may be present for such tests. There shall be an inspection charge to cover the Service Company's cost of inspection of installations on the Property as specified in Exhibit "B".

(e) Completion. Upon completion of construction, Developer's Engineer of Record shall submit to Service Company a copy of the signed certification of completion submitted to the required regulatory agencies, if any. If certification is for the water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be included. The Engineer of Record shall also submit to Service Company ammonia mylars of the as-build plans prepared and certified by the Engineer of Record, and the recorded plat, if any, including dedication sheet, if any.

(f) Transfer of Title. Developer hereby agrees to transfer to Service Company title to all on-site potable water distribution and sewage collection systems installed by Developer or Developer's contractor pursuant to the provisions of this Agreement. Such conveyance shall take place at the time Developer receives the Service Company's final letter of acceptance. As evidence of said transfer of title, upon completion of the installation and receipt of the final letter of acceptance and upon the rendering of service by Service Company, Developer shall:

(i) Convey to Service Company, by bill of sale in form reasonably satisfactory to Service Company's counsel, the on-site potable water distribution and sewage collection systems as constructed by Developer and approved by Service Company.

(ii) Assign any and all warranties, and maintenance, completion and performance bonds and the right to enforce same to the Service Company which Developer obtains from any contractor constructing the sewer and water systems. Developer shall obtain a written warranty, completion, performance and maintenance bonds from its contractor for a minimum period of

twenty-four (24) months. If Developer does not obtain such written warranty performance and maintenance bonds from its contractor and deliver same to Service Company, then in such event, Developer, by the terms of this instrument, agrees to warrant the construction of the on-site potable water distribution and sewage collection systems installed by Developer or Developer's contractor, for a period of twenty-four (24) months from the date of acceptance by the Service Company of said utility systems.

(iii) Provide to the Service Company an executed notarized no lien affidavit in form reasonably satisfactory to Service Company's counsel on the utility systems installed by Developer by reason of work performed or services rendered in connection with the installation of the systems.

(iv) Provide Service Company with all appropriate operation/maintenance and parts manuals.

(v) Enter into an easement agreement with Service Company for easements and/or rights-of-way covering areas in which the on-site potable water distribution and sewage collection systems are installed, by recordable document in form acceptable to Service Company's counsel.

(vi) Grant a non-exclusive easement which may be as large as 50 feet by 50 feet for any pump or lift station constructed on the Property, together with a non-exclusive easement of sufficient size to permit Service Company ingress and egress by its personnel, vehicles and equipment to such easement site. The primary use of the easement shall be for sewer works, and the size of the lift or pump station easement shall be determined by Service Company on a site specific basis, and not larger than is reasonably required by Service Company to maintain, repair, remove and replace the lift station or any portion thereof, together with sufficient surrounding grounds for Service Company's personnel to work thereon, with necessary vehicles and equipment. Service Company shall have the right to permit or deny the use of an easement by other utilities, which will not be unreasonably withheld. In no event shall any easement granted pursuant to this provision be used for other than public utility purposes. No improvements may be made within this easement without the written consent of Service Company; however, Developer may landscape the area surrounding the easement, and the easement deed shall include a "non-disturbance agreement."

(vii) Supply to the Service Company copy of the invoices and an itemized list of materials used covering all contract items and a release of lien from the contractor, suppliers, and a contractors Final Affidavit.

(viii) The payment by Developer to Service Company of the gross-up as specified by paragraph 30 hereof shall be made on or at the same time at which Developer complies with the provisions of paragraph 7(f) hereof.

Service Company agrees that the issuance of the final letter of acceptance for the on-site potable water distribution and sewage collection systems installed by Developer shall constitute the assumption of responsibility by Service Company for the continuous operation and maintenance of such systems from that date forward, except as otherwise provided herein.

8. Application for Service; Consumer Installation. Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon, shall not have the right to and shall not connect any Consumer Installation to the on-site potable water distribution and sewage collection systems facilities until formal written application has been made to Service Company by the prospective consumer of

service, or on their behalf, and the meter installation fee has been paid in accordance with the then effective rules and regulations of Service Company, and approval has been granted for such connection.

Developer and Service Company agree in the event that a particular subdivision lot or development tract is intersected by the boundary of the Property that the parties will cooperate with Pasco County and shall determine which of the two, Pasco County or Service Company, shall serve the said lot or tract. Said determination shall be based upon service availability and economic feasibility.

9. Easements. Developer agrees to grant and give to Service Company a non-exclusive right or privilege to maintain, repair, replace, construct and operate said on-site potable water distribution and sewage collection facilities in the area to be developed by Developer. Mortgagees, if any, holding prior liens on the property shall, upon the reasonable request of Service Company be required to give to Service Company assurance by way of a "non-disturbance agreement" that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Service Company as long as Service Company complied with the terms of this Agreement.

Developer hereby further agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the Property upon which Service Company is maintaining, repairing, or operating such facilities; such that the foregoing grants shall be for the use of the Service Company, its successors or assigns; and that where roads cross easement areas such roads shall be constructed in accordance with commonly accepted engineering practices of Pasco County, Florida, or as otherwise required by law. The use of easement areas by Service Company shall not preclude the use by Developer or other utilities of these easement areas, such as, for cable television, telephone, electric, roads or walkways, provided, however, that the same shall not reasonably interfere with Service Company's utilization of same and shall be in compliance with commonly accepted engineering practices of Pasco County, Florida or as otherwise required by law.

Service Company hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practice of the water and sewer industry with respect to the installation, maintenance, repair, replacement, construction and operation of all its facilities in any of the easement areas. Service Company agrees that it will at all times maintain such facilities in good order, condition and repair, at its sole cost and expense, in accordance with all standards and specifications which may be prescribed by any governmental or regulatory authority having jurisdiction. Service Company shall restore easement areas only to the extent of sodding and restoring sidewalks and pavement and Service Company shall not be responsible for restoring such things as shrubbery, plants, fences or other structures place within the easement areas.

10. Agreement to Serve. Service Company covenants and agrees that upon the completion of construction of the on-site potable water distribution and sewage collection service facilities by Developer, its inspection, and the issuance of the final letter of acceptance by Service Company, Service Company will connect or oversee the connection of the on-site potable water distribution and sewage collection services facilities installed by Developer to the central facilities of Service Company. Such connections shall at all times be in accordance with rules, regulation and orders of the applicable governmental authorities. Service Company agrees that once it provides water distribution and sewage collection services to the Property and Developer or others have connected Consumer Installations to its system, thereafter, Service Company, its successors and assigns will continuously provide, at its cost and expense, but in accordance

with the other provisions of this Agreement and the rules and regulation and rate schedules set by applicable government authorities, water and sewer services to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

Although the responsibility for connecting the Consumer Installation to the water meter or sewer lines of Service Company at the Point of Delivery is that of the Developer or entity other than Service Company, with reference to such connections, the parties agree as follows:

(a) Application for the installation of water meters shall be made at least seventy-two (72) hours in advance, not including Saturday, Sundays, and holidays.

(b) All Consumer Installation connections, main interconnects and other lines as indicated by Service Company in accordance with standard engineering practices, must be inspected by Service Company before backfilling and covering of any pipes, except as provided for in (d) below.

(c) Notice to Service Company requesting an inspection of a Consumer Installation connection may be given by or on behalf of the plumber of Developer, and the inspection will be made within seventy-two (72) hours, not including Saturdays, Sundays, and holidays.

(d) If Developer does not comply with the foregoing inspection provisions, Service Company may refuse service to a connection that has not been inspected until Developer complies with these provisions.

(e) The cost of constructing, operating, repairing or maintaining Consumer Installations shall be that of Developer or Consumer or a party other than Service Company.

(f) If a commercial kitchen, cafeteria, restaurant or other commercial food preparation or dining facility is constructed within the Property, the Service Company shall have the right to require that a grease trap be constructed, installed, connected and maintained as necessary by Consumer so that all wastewaters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Service Company. Size, materials and construction of such grease trap are subject to approval by Service Company. Such approval shall not be unreasonably withheld or delayed. Service Company shall have the on-going right during regular business hours to inspect Consumer's or Developer's premises in order to insure compliance with the provisions hereof.

No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including but not limited to, floor wax or paint, be delivered to the lines, the Consumer will be responsible for payment of the costs and expense required in correction or repairing any resulting damage, and Developer will so advise its purchasers or tenants, as applicable.

(g) Non-residential Consumers of the Service Company, acquiring water and sewer service rights by and through Developer, shall not deposit into the sewer system non-domestic waste which would be classified as objectionable by the regulatory agencies of the State of Florida or the County Health Department, or the Service Company. In the event of such deposit, Service Company shall have the unilateral right to withhold further service to such Consumer until such time as corrective action has been taken and all of Service Company's costs incurred

in the process of correcting same, including legal, engineering, consulting, administrative and contingent fees, are paid by the Consumer.

11. Rates. Service Company agrees that the rates to be charged to Developer and individual Consumers of water and sewer services shall be those set forth in the tariff of Service Company approved by the applicable governmental agency. However, notwithstanding any provision in this Agreement, Service Company, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced which shall, in any event, at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law. Rates charged to Developer or Consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Service Company.

12. Exclusive Right to Provide Service. Developer agrees that Developer, or the successors and assigns of Developer, shall not engage in the business or businesses of providing potable water or sewer services to the Property during the period of time Service Company, its successors and assigns, provide water and sewer services to the property, it being the intention of the parties hereto that under the foregoing provisions and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide water and sewer services to the Property and to the occupants of such residence, building or unit constructed thereon, except for the providing by Developer, from its own sources and lines, of water for irrigation uses.

13. Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

14. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by U.S. certified or registered mail return receipt requested, by express mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

Adam Smith Enterprises, Inc.
1570 U.S. 19 North
Post Office Box 1608
Tarpon Springs, FL 34688-1608

with copies to:

Lew Friedland
1570 U.S. 19 North
Post Office Box 1608
Tarpon Springs, FL 34688-1608

and if to the Service Company, at:

Aloha Utilities, Inc.
5403 Aloha Place
Holiday, Florida 34691

with copies

Robert M.C. Rose
Rose, Sundstrom & Bentley
2548 Blairstone Pines Drive
Tallahassee, FL 32301

15. Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

16. Costs and Attorney's Fees. In the event the Service Company or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all attorney's fees and costs incurred, including such fees and costs on appeal.

17. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor, or materials, rationing, civil insurrection, riot, racial or, civil rights disorder, or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, or disaster, or catastrophe, unforeseeable failure, or breakdown of pumping transmission, or other facilities, governmental rules, or acts, or orders, or restrictions, or regulations, or requirements, acts, or action of any government, or public, or governmental authority, or commission, or board, or agency, or agent, or official, or officer, the enactment of any statute, ordinance, or resolution, or regulation, or rule, or ruling, or order, or decree, or judgment, or restraining order, or injunction of any court, said party shall not be liable for such non-performance during the period of force majeure.

18. Indemnification. The Developer agrees to indemnify, defend and hold harmless Service Company from and against any and all liabilities, personal injury claims, damages, costs and expenses (including reasonable attorney's fees including those on appeal and in bankruptcy proceedings) to which Service Company may become subject by reason of or arising out of the Developer's breach or non-performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's water and sewer system.

Aloha agrees to indemnify, defend and hold harmless Developer from and against any and all liabilities, personal injury claims, damages, costs and expenses (including reasonable attorney's fees including those on appeal and in bankruptcy proceedings) to which Developer may become subject by reason of or arising out of the Aloha's breach or non-performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's water and sewer system.

19. Notice. Service Company shall provide to Developer timely notice of any proposed rate changes and/or hearings affecting the Service Company or its rates or ability to provide service to the Developer at the rates and dates and in the quantity set forth in this Agreement.

20. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes,

the agreement between Developer and Service Company. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by the party to which they are to be applied.

21. When required by the context, the singular number shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

22. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

23. Unless otherwise agreed in writing, the submission of this Developer Agreement for examination by either party to the other does not constitute an offer by either party but becomes effective only upon execution thereof by both Service Company and Developer.

24. Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

25. Developer understands and agrees that, except in the case of any bona fide sale or other transfer of the Property or a portion or portions thereof, this Agreement or the capacity reserved hereunder cannot and shall not be assigned by Developer to third parties without the written consent of Service Company.

26. Service Company shall have the right to inspect, at its sole costs and expense, Consumer Installations at all reasonable times, provided that the responsibilities and agreements that apply to Service Company's use of easement areas, as set forth in paragraph 9 of this Agreement shall also apply to any and all actions taken by Service Company pursuant to this paragraph.

27. This Agreement is binding on the successors and assigns of the parties hereto, including any municipal or governmental purchaser of Service Company. The rights and obligations created pursuant to this Agreement shall be deemed to run with the land described in Exhibit "A" and shall be binding upon the successors in title or legal interest of Developer's rights and obligations herein. This Agreement shall survive the sale or transfer of Service Company to any party.

28. Each party hereby agrees to grant such further assurance and provide such additional documents as may be required, each by the other, in order to carry out the terms, conditions and comply with the express intention of this Agreement.

29. To the extent that such rights are not now or hereafter owned by Service Company pursuant to that certain agreement as recorded in the public records of Pasco County, Florida at Official Record Book 992, pages 1488 through 1494, the Developer agrees to convey, at Developer's cost, by warranty deed or lien free easement at Service Company's sole option, potable water well sites as CIAC, as needed to provide potable water to the Property, said well sites shall maintain a minimum distance of 200 feet from any improvements or sources of pollution. The location of such well sites shall be to the sole satisfaction of Service Company. Service Company shall consider, but not be bound by, Developer's development plan.

30. Gross-up Provisions. The parties hereto acknowledge their awareness of the Tax Reform Act of 1986, which results in all contributions (cash and property) made to the Service Company

after January 1, 1986, being fully taxable as ordinary income. Prior to 1986 contributions (CIAC) of cash and property, in the form of distribution lines, force mains, lift stations, lines, equipment to Service Company, were received by the Service Company with no federal income tax effect. The Tax Reform Act of 1986 changed this and has made these contributions a taxable source of revenue to the Service Company.

On December 18, 1986, the Florida Public Service Commission issued Order No. 16971 which authorizes the Service Company to collect from the developer and others who convey cash and or property to Service Company an amount equal to the federal and state income tax impact of that contribution. This order specifies how the impact amount is calculated, how it will be held and accounted for and how refunds if any will be determined.

The tax impact is calculated by multiplying the dollar amount of the contribution by a fraction, the numerator of which is the sum of the marginal federal and state corporate income tax rates times one minus the state corporate rate. The denominator is one minus the numerator.

The tax impact amount to be collected shall be determined using the following formula:

$$\text{TAX IMPACT} = \frac{R}{1.0 - R} \times (F + P)$$

a) R = Applicable marginal rate of Federal and State Corporate Income Tax, if one is payable, on the value of contributions which must be included in taxable income of the utility. R shall be determined as follows:

$$R = ST + FT (1-ST).$$

ST = Applicable marginal rate of State Corporate Income Tax.

FT = Applicable marginal rate of Federal Corporate Income Tax.

b) F = Dollar amount of charges paid to a utility as contributions in aid of construction which must be included in taxable income of the utility, and which had been previously excluded in taxable income pursuant to Section 118(b) of the Internal Revenue Code.

c) P = Dollar amount of property conveyed to utility which must be included in taxable income of the utility, and which had been previously excluded in taxable income pursuant to Section 118(b) of the Internal Revenue Code.

The tax impact collected by Service Company shall be held in a fully funded interest bearing escrow account. Monies held in this account can be used only for payments of federal and state corporate income tax directly attributable to the contributions conveyed to the utility. Monies received during the year that are in excess of the actual amount of contribution tax expense, including interest earned thereon, shall be refunded to the contributors within thirty (30) days after Service Company files its tax return demonstrating that such refund is warranted. If any refunds are made to the Developer and a subsequent investigation audit or proceeding reveals additional funds or contributions are due, then the Developer shall pay the same within thirty (30) days of date of written demand by the Service Company.

31. Conservation and Reuse of Water Resources. Developer agrees to accept and receive Service Company's sewage treatment plant effluent ("effluent") for spray irrigation or other method(s) of conservation and reuse disposal on the Property or other lands upon which Developer shall have perpetual right for

such effluent disposal. This right shall be evidenced and placed as a restrictive covenant in deeds of conveyance, homeowners association restrictions and documents, and subdivision plat restrictions and documents. Such said effluent shall be treated by Service Company to that degree or quality as may be required by health and/or environmental rules of this state to permit general public access to lands upon which the effluent is disposed. Developer shall not be required to accept and receive such effluent prior to the time at which the Department of Environmental Regulation or such other regulatory agency having regulatory authority over the same subject as if defined by Chapter 403, Florida Statutes, on the date hereof shall approve Service Company's permit to provide effluent to Developer but Developer shall accept such effluent at that time and thereafter in an amount not less than the amount of effluent that the Property can accept and dispose based upon the development plan of the parcel or parcels which are subject to this said paragraph. Developer will not permit the disposal of any effluent in the Property from any source other than Service Company's effluent. Service Company shall deliver the effluent to the Property at a site or sites of Service Company's selection and it shall be the duty of the Developer to construct with Aloha's approval thereof such facilities and equipment as shall be required to dispose of such effluent in compliance with the regulatory permit and/or such other applicable regulations as may pertain. Upon completion of said facilities and acceptance by Service Company, the Developer shall transfer title to Service Company and pay any applicable grossups pursuant to paragraph 30.

32. Time is of the Essence. It is understood and agreed between the parties hereto that time is of the essence of this Agreement and this applies to all terms and conditions contained herein.

33. In the event that a Court or regulatory body having jurisdiction of this Agreement shall find that any provision or requirement of this Agreement is invalid and unenforceable, then such finding of invalidity shall not affect or diminish any other requirement or provision of this Agreement. Thus this Agreement shall be deemed to be severable.

34. Further Assurances. Developer and Service Company agree that at any time and from time to time after the execution hereof, that Developer and Service Company will execute and deliver to any other person, political subdivision or regulatory agency such further instruments or documents and reports as may reasonably be required to give effect to this Agreement contemplated hereunder, including, but not limited to, those documents and reports that may be of assistance in the issuance of governmental permits and consents, provided that no such instrument shall alter the Agreement of the parties hereunder.

IN WITNESS WHEREOF, Developer and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

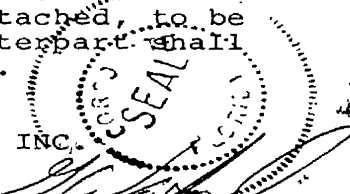
WITNESSES:

[Handwritten signatures of witnesses]

ALOHA UTILITIES, INC.

BY: *[Signature]*
Vice-President

Attest: *[Signature]*
Secretary



WITNESSES:

David Colson
[Signature]

ADAM SMITH ENTERPRISES, INC.

BY: [Signature] Vice-President

Attest: [Signature] Secretary

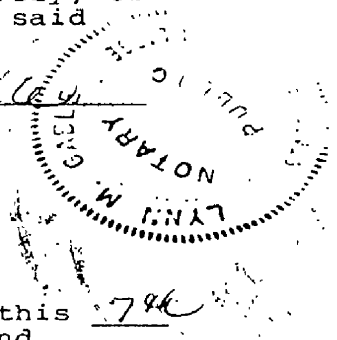


STATE OF Florida)
COUNTY OF Pasco)

The foregoing instrument was acknowledged before me this 7th day of February, 1989, by Stephen G. Watford and _____, Vice-President and Secretary, respectively, of ALOHA UTILITIES, INC., a Florida corporation, on behalf of said corporation.

My Commission Expires _____ Notary Public, State of Florida
My Commission Expires March 10, 1992
Bonded Thru Troy Fair - Insurance Inc.

Lynn M. Gable
Notary Public



STATE OF Florida)
COUNTY OF Pasco)

The foregoing instrument was acknowledged before me this 7th day of February, 1989, by Lew Friedland and David S. Ford, Vice-President and Secretary, respectively, of ADAM SMITH ENTERPRISES, INC., a Florida corporation, on behalf of said corporation.

My Commission Expires _____ Notary Public, State of Florida
My Commission Expires March 10, 1992
Bonded Thru Troy Fair - Insurance Inc.

Lynn M. Gable
Notary Public

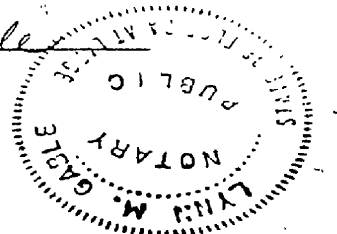


EXHIBIT "B"

SYSTEM CAPACITY CHARGES

Developer agrees to pay Service Company System Capacity Charges in accordance with paragraph 5 hereof. Said systems capacity charges to be paid by Developer are those which are approved by the Florida Public Service Commission or other regulatory body with jurisdiction over Service Company.

OTHER CHARGES

Inspection Charge

Service Company imposes an Inspection Charge equal to its actual cost, not to exceed two percent of the construction cost, either actual or estimated, of the subject water and sewer facilities as installed by the Developer. Developer agrees to pay same prior to Service Company's acceptance of lines and facilities from Developer.

Recording Charges

Service Company imposes a recording charge equal to its actual cost. Developer agrees to pay Service Company, prior to Service Company's acceptance of lines and facilities, the actual recording charge. Said charges are those established by the Clerk of the Circuit Court of Pasco County.

RECORD VERIFIED
JED PITTMAN
Clerk Circuit Court, Pasco County

CLACK

FEB 8 2 23 PM '89

FILED FOR RECORD
Jed Pittman
CLERK OF CIRCUIT COURT PASCO COUNTY FL

535231

ADDENDUM TO DEVELOPER AGREEMENT

THIS ADDENDUM TO DEVELOPER AGREEMENT is made and entered into this 21st day of November, 1990, by and between ADAM SMITH ENTERPRISES, INC., hereinafter referred to as "Developer", and ALOHA UTILITIES, INC., a Florida corporation, hereinafter referred to as "Service Company".

WHEREAS, Developer and Service Company entered into a Developer Agreement dated February 7, 1989, hereinafter referred to as the "Agreement"; and

WHEREAS, Developer is presently developing the property described in Exhibit "1" as a 119-unit single-family residential area, hereinafter referred to as "119 ERCs"; and

WHEREAS, Developer and Service Company wish to amend the agreement in order to specify certain payments to be made relative to the 119 ERCs to be developed and to define the understanding of the parties concerning said development of the 119 ERCs.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Service Company hereby covenant and agree to this Addendum to the Agreement as follows:

1. Paragraph 5 of the Agreement is hereby amended with respect to these 119 ERCs only for the purposes of this Addendum so that Paragraph 5 applicable to this Addendum shall read as follows:

"5. System Capacity Charges. Developer has paid to Service Company "System Capacity Charges" of \$44,095.45 for water service and sewer service for service of 119 ERCs. These charges were based upon water fees of \$163.80 and sewer fees of \$206.75 for a total of \$370.55 per unit based upon 119 units. Service

Company agrees that in consideration of said payment of \$44,095.45 to reserve 119 ERCs of each water and sewer plant capacities for Developer's proposed connections (with said System Capacity Charges being those approved by the Florida Public Service Commission or other regulatory body with jurisdiction over Service Company) Service Company agrees to provide water and sewer service in accordance with the terms of the Agreement as modified by this Addendum. The present project consists of 119 lots or units, described in Exhibit "1".

~~Service Company hereby agrees to provide potable water services of sufficient capacity, subject to the conditions and limitations set forth herein by February 1, 1991."~~

See separate sheet for addition hereto.

2. In addition to the System Capacity Charges required by Paragraph 5 of the Agreement, Paragraph 30 of the Agreement requires Developer to pay certain amounts relating to tax impacts to Service Company. Developer has heretofore paid the required payment for all of the 119 ERCs in the amount of \$26,457.27, which Service Company acknowledges payments thereof. Service Company acknowledges receipt heretofore of the payments described hereinabove in full for all of the 119 ERCs described herein.

3. Service Company has no permits to provide waste water reuse service to the property described as Exhibit "1" in the Agreement. Developer is installing a water line and a sewer line to enable Service Company to provide water and sewer service for the 119 ERCs described in Exhibit "1", as well as to later provide hookups for water and sewer service to the other parts of Developer's property described in Exhibit "A" to the Agreement. Due to the fact that Service Company does not have a permit to provide waste water reuse service to the Exhibit "1" property, Developer will not be installing a waste water reuse line. If Service Company subsequently obtains a permit to provide waste water reuse service to the property described in Exhibit "1", Service Company will, at its expense, and at its sole option, install the waste water reuse line in the event that Service

Company shall elect to do so. Unless and until Service Company obtains a permit to provide waste water reuse and installs the waste water reuser line on the Exhibit "1" property, Developer will have no obligation under the reuse requirements of the Agreement.

4. This Addendum does not amount to a waiver of any rights of either party under the Development Agreement dated February 7, 1989. Except as amended herein, all terms and conditions of said Agreement are hereby ratified and confirmed.

5. Developer and Service Company incorporate by reference into this Addendum the provisions of paragraph 30, Gross-Up Provisions, in the Developer Agreement between the parties dated February 7, 1989.

IN WITNESS WHEREOF, Developer and Service Company have executed this Addendum on the day and year first above written.

In the Presence of:

John K. Meane
Martin J. Williams
As to "Developer"

ADAM SMITH ENTERPRISES, INC.

David E. Albritg (SEAL)

ALOHA UTILITIES, INC.

Robert [Signature] (SEAL)

As to "Service Company"

THIRD ADDENDUM TO DEVELOPER AGREEMENT

SW Oct

THIS THIRD ADDENDUM TO DEVELOPER AGREEMENT is made on August 7, 1998, between ADAM SMITH ENTERPRISES, INC., a Florida corporation ("Developer"), and ALOHA UTILITIES, INC., a Florida corporation ("Service Company").

RECITALS:

A. Developer and Service Company entered into a Developer Agreement dated April 7, 1989.

B. The Developer Agreement was amended on November 21, 1990, by an Addendum to Developer Agreement and a Second Addendum to Developer Agreement dated March 13, 1992.

C. The Developer Agreement, the Addendum to Developer Agreement, and the Second Addendum to Developer Agreement are hereinafter referred to as the Agreement.

SW

D. Developer and Service Company wish to amend the Agreement to clarify the right of the Developer, its successors and assigns, ~~to operate certain irrigation wells and~~ to provide for the use of reclaimed water obtained from Pasco County in certain areas.

NOW, THEREFORE, for and in consideration of Ten (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Service Company agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

~~2. **Irrigation Wells.** Developer, its successors and assigns, are hereby authorized to permit, drill, construct, activate, operate, repair, maintain, and replace irrigation wells on the real property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Irrigation Property"). The water drawn from such wells may be used (i) only so long as, and during the period(s) which, reclaimed water may not be available for irrigation purposes and (ii) solely to irrigate golf courses and common areas actually constructed on the Irrigation Property. Such water may not be used to irrigate or provide potable water service to residential units constructed on the Irrigation Property.~~

SW

3. Pasco County Reclaimed Water Developer, its successors and assigns, may use reclaimed water obtained from Pasco County, Florida, for irrigation of that portion of the Irrigation Property described on Exhibit "B:" attached hereto and incorporated herein by reference and is not required to use reclaimed water from Service Company for the irrigation of such property.

4. Service Company Reclaimed Water. In exchange for Service Company's agreement in paragraph 3 above, the Developer agrees to accept from Service Company 68,800 gallons per day of reclaimed water (the "Required Take"), which shall be distributed by a system constructed by Developer at its expense and used within the service Company's service area. The Required Take shall be treated to public access irrigation standards as defined in the Florida Department of Environmental Protection ("FDEP") rules, and Service Company shall have no obligation to provide reclaimed water of a quality in excess of this standard. The Required Take may not be disposed of in a manner which prevents the Developer from disposing of reclaimed water required to be taken by the Developer from Service Company (other than the Required Take) within the Service Company's service area. For example, the Developer may utilize the Required Take to rehydrate a wetland, but not to irrigate common areas which Developer would otherwise be required to irrigate with Service Company's reclaimed water under terms of the Developer Agreement. The Required Take shall be used in conformity with all requirements of the FDEP. If Developer's original method of disposal of the Required Take cannot or is not permitted by FDEP, Developer shall nevertheless remain responsible for disposal of same, and development of an alternative disposal system, for the Required Take.

The Developer hereby agrees to accept the Required Take when made available by Service Company to the point of connection (as herein defined). Service Company shall provide notice to Developer of the availability of the Required Take not less than 30 days prior to the date of availability. Developer shall have the obligation to monitor the construction of Service Company's effluent reuse main transmission system and coordinate Developer's design, permitting and construction of its disposal system for the Required Take. In the event Developer fails to have a disposal system available to accept the Required Take on the date of availability, Developer agrees to dispose of the effluent on the Heritage Springs Golf Course, until an alternative disposal system is available. Developer shall be responsible for transmission of the Required Take from the point of delivery to the golf course or alternative disposal system. Developer will provide wet weather storage for non-application days as required by the FDEP. The Required Take shall be delivered at Service Company's expense to the west boundary of the so-called Heritage Springs Project to Robert Trent Jones Boulevard. The Developer shall grant or cause to be granted without charge to Service Company any easements necessary for the installation of the pipes necessary to deliver the Required Take.



5. **Developer Responsibilities.** The Developer shall be responsible for the quality of the reclaimed water past the point of delivery by Service Company. The Developer shall pay for the Required Take at the standard rate charged by Service Company for reclaimed water from time to time.

5. **Ratification.** The Agreement is hereby ratified and confirmed in all other respects.

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum as of the day and year first above written.

Witnesses:

ALOHA UTILITIES, INC., a Florida corporation

Connie L. Kurish
Daniel E. Alldredge

By: Stephen G. Watford
Its: Pres.

ADAM SMITH ENTERPRISES, INC. a Florida corporation

Connie L. Kurish
Daniel E. Alldredge

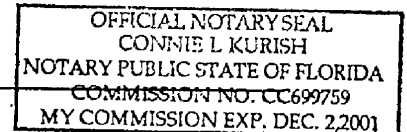
By: [Signature]
Its: PRESIDENT

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 14th day of ~~August~~ October 1998, by Stephen G. Watford as President of ALOHA UTILITIES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Connie L. Kurish
Notary Public

My commission expires: _____



STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 9th day of ~~August~~ ^{October}, 1998, by Lou Friedland as President of ADAM SMITH ENTERPRISES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Connie L. Kurish

Notary Public

My commission expires:

OFFICIAL NOTARY SEAL
CONNIE L. KURISH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC699759
MY COMMISSION EXP. DEC. 7, 2001

Florida Department of Environmental Protection

Twin Towers Office Bldg., 2600 Blair Stone Road, Tallahassee, Florida 32399-2400

Docket No. 020413-SU
Exhibit _____ (SGW-3)
Page 1 of 6

APPLICATION TO CONSTRUCT DOMESTIC WASTEWATER COLLECTION/TRANSMISSION SYSTEMS

PART I - GENERAL

Subpart A: Directions

- (1) This form must be completed for projects not permitted under the general permit procedures and criteria specified in Rule 62-604.700, Florida Administrative Code (F.A.C.). All items must be completed in full in order to avoid delay in processing of this application. Where attached sheets (or other technical documentation) are utilized in lieu of the blank spaces provided, indicate appropriate cross reference in the space and provide copies to the Department in accordance with (4) below.
- (2) The applicability of requirements to new facilities and modifications of existing facilities is described in Chapter 62-604, F.A.C. Where certain items do not appear applicable to the proposed project, indicate N/A in the appropriate space provided.
- (3) All information is to be typed or printed in ink
- (4) Two copies of this application (with supporting information) and a check for the application fee in accordance with Rule 62-4.050, F.A.C., and made payable to the State of Florida, Department of Environmental Protection, will be submitted with this application when sent to the appropriate Department District Office or approved local program.
- (5) This application is to be accompanied by two sets of engineering drawings, specifications and design data as prepared by a Professional Engineer registered in Florida, where required by Chapter 471, Florida Statutes (F.S.). An engineering report (two copies) is also required to be submitted in support of this application pursuant to Rule 62-4.210(1)(b), F.A.C. For projects of limited scope (as determined by the Department), information contained in the application may suffice as the engineering report.
- (6) Attach 8 1/2" x 11" sketch of the proposed project showing relationship to entire service area and how it ties into the existing system.

NOTE: Each non-contiguous project requires a separate application and fee pursuant to Rule 62-4.050(4)(s), F.A.C.

Subpart B.

Project Name: _____
Location: _____ City _____ Vicinity _____
Person(s) or entity owning the Collection/Transmission System:
Name _____ Title _____
Company Name _____
Address _____
City _____ Zip _____
Telephone _____

PART II - PROJECT DOCUMENTATION

Subpart A General Project Description

- (1) Project _____ New _____ Modification _____
- (2) Location, size, and development characteristics of service area covered by this application:

- (3) Treatment plant serving project
- a. _____
- b. _____ City. _____
- c. DEP identification number (also known as WAFR or GMS identification) _____
- d. Most recent DEP permit _____ Expiration _____
- e. Moratorium in _____ Yes _____ No _____
- f. Current monthly average daily _____ MGD (from operating report)
- g. Current three-month average daily _____ MGD (from operating report)
- h. Current permitted _____ MGD
- i. Current outstanding flow commitments (including this project) against treatment plant _____
- (4) Start of construction, completion of construction and estimated date of connections to existing system or treatment plant:

- (5) Is the project design in accordance with the standards and criteria contained in the appropriate standard engineering references listed in Rule 62-604.300, _____ Yes _____ No _____
 If no, supporting information shall be submitted in accordance with Rule 62-604.300, F.A.C., addressing the proposed design.

Subpart B. Project Details

- (1) Design peak hour flow _____ GPD
- a. Design population to be _____
- b. Total average daily _____ GPD
- NOTE: This is the summation of the far right amount below.*
- Indicate the following:
- | Number and Type of Unit | Population | Per Capita Flow | Total Average Daily Flow (GPD)* |
|---------------------------|------------|-----------------|---------------------------------|
| _____ single family homes | | | |
| _____ apartments | | | |
| _____ motel rooms | | | |
| _____ mobile homes | | | |
| _____ other | | | |
- c. Contribution from: industrial _____ % by flow commercial _____ % by flow

- (2) Equivalent Dwelling Units (EDUs) served by this _____ (An EDU = 3.5 persons).
- (3) Attach in tabular form the pipe material and specification (e.g. ASTM number), joint specification, pipe length, minimum and maximum velocity to force mains, and peak flow for each pipe size comprising the proposed gravity or force main system.
- (4) Identify the drawing(s) on which manhole types, sizes, locations, spacings and joint specifications are detailed.

- (5) Type of leakage test: _____ Infiltration _____ Exfiltration
- (6) Maximum allowable leakage _____ GPD per inch pipe diameter per mile.
- (7) Identify the drawing(s) on which sewer lines crossing under or over potable water mains and reclaimed water lines are detailed
(Rules 62-604.400 and 62-610.469, F.A.C.).

- (8) Identify the drawing(s) on which sewer lines are horizontally within ten feet of water mains or horizontally within five feet (center to center) or three feet (outside to outside) from reclaimed water lines (Rules 62-604.300(4)(b) and 62-610.469, F.A.C.).

- (9) Identify the drawing(s) on which design and construction provisions for conflict manholes are detailed (Rule 62-604.400, F.A.C.).

- (10) Describe provisions for sewer lines involving subaqueous crossings to assure structural integrity of the lines, to test the integrity of the lines, to prevent discharge in the event lines are damaged, and to identify the nature and location of the crossings, in accordance with Rule 62-604.400, F.A.C. In lieu of this description, identify the drawing(s) on which the information is detailed.

- (11) Pump station data (where more than one station is involved, supporting information shall be submitted with addresses the items listed below for each station):
- a. Location: _____
- b. _____
- c. Estimated flow to the station: Maximu _____ GPD
 Average _____ GPD
 Minimum _____ GPD
- d. Operating _____ GPM _____ FT (TDH)
- (12) Other design considerations for pump stations in accordance with Rule 62-604.400, F.A.C., (abstract and cross-reference where supporting technical documentation is submitted and contains this information).
- a. Describe features such as emergency provisions which provide assurances of uninterrupted flow.

b. Describe features to control adverse effects resulting from odors, noise, and lighting.

c. Describe access-control features.

d. Describe design criteria and measures which minimize damage or interruption of operation due to flooding (where required).

PART III - CERTIFICATIONS

A. Applicant

I, the undersigned owner or authorized _____ am fully aware that the statements made in this application for a construction permit are true, correct and complete to the best of my knowledge and belief. I agree to retain the design engineer or another professional engineer registered in Florida, to conduct on-site observation of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy as reference in Rule 62-604.600(2), F.A.C. I, the undersigned, am fully aware that it is my responsibility to operate and maintain this facility in such manner as to function as it was designed. Responsibility may be transferred to another entity upon written notice to the Department from the entity assuming responsibility. Further, I agree to provide an appropriate operation and maintenance manual for the facilities pursuant to Rule 62-604.600(2)(f), F.A.C., and to retain a professional engineer registered in Florida to examine (or to prepare if desired) the manual.
 (*Attach a letter of authorization)

Signed: _____ Date: _____
 Name: _____ Title: _____
 Company _____
 Address _____
 City: _____ Zip: _____

B. Professional Engineer Registered in Florida (where required by Chapter 471, F.S.)

I hereby certify that the engineering features of this collection/transmission system have been designed by me or by an individual(s) under my direct supervision in conformity with sound engineering principles, consistent with Chapter 62-604, F.A.C.

_____	_____	_____
	Name (please type)	Florida Registration
_____	_____	_____
Signature of Engineer	Company Name	
_____	_____	_____
Date	Company Address	
_____	_____	_____
(Affix Seal)	City	Zip
_____	_____	_____
Telephone		

C. Professional Engineer Registered in Florida (where required by Chapter 471, F.S., and if different from project design engineer in B).

This is to acknowledge that this firm has been retained by the applicant to prepare a certification of completion of construction and to review record drawings for adequacy as reference in Rule 62-604.600(2), F.A.C.

	Name (please type)	Florida Registration
Signature of Engineer	Company Name	
Date	Company Address	
(Affix Seal)	City	Zip
	Telephone	

D. Treatment Plant Permittee

The undersigned permittee,
 of _____

hereby certifies that the above referenced plant has adequate reserve capacity to accept the wastewaters from this project and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules.

Signed: _____ Date: _____
 Name: _____ Title: _____
 Company _____
 Address _____
 City: _____ Zip: _____
 Telephone No: _____

E. Operation and Maintenance Authority

The undersigned _____ hereby certifies that the applicant's proposed pump station(s) will be compatible with available temporary service power generating and pumping equipment of the system for which I have the responsibility to operate and maintain.

Signed: _____ Date: _____
 Name: _____ Title: _____
 Company _____
 Address _____
 City: _____ Zip: _____
 Telephone No: _____

A. Operation and Maintenance Authority of this Collection/Transmission System

I agree to operate and maintain the facilities in accordance with the provisions of Chapter 403, Florida Statutes (F.S.), and applicable Department rules. I attest that an appropriate operation and maintenance manual and record drawings for the system are available and located at:

 Signed: _____ Date: _____
 Name: _____ Title: _____
 Company _____
 Address _____
 City: _____ Zip: _____
 Telephone No: _____

B. Professional Engineer Registered in Florida (where required by Chapter 471, F.S.) as to Wastewater Facility

I certify that the project has been completed substantially in accordance with the approved plans and specifications, or the deviations will not prevent the system from functioning in compliance with the requirement of Chapter 62-604, Florida Administrative Code, when properly operated and maintained. These determinations have been based upon on-site observation of construction, scheduled and conducted by me or by a project representative under my direct supervision, for the purpose of determining if the work proceeded in compliance with plans and specifications and application materials. I further certify that record drawings for the facilities have been reviewed by me or by an individual(s) under my direction supervision, for completeness and adequacy, and have been proved to the permittee. I further certify that the record drawings identify those substantial deviations noted above.

	_____ Name (please type)	_____ Florida Registration
_____ Signature of Engineer	_____ Company Name	
_____ Date	_____ Company Address	
(Affix Seal)	_____ City	_____ Zip
	Telephone _____	

C. Professional Engineer Registered in Florida (where required by Chapter 471, F.S.) as to Operation and Maintenance Manual

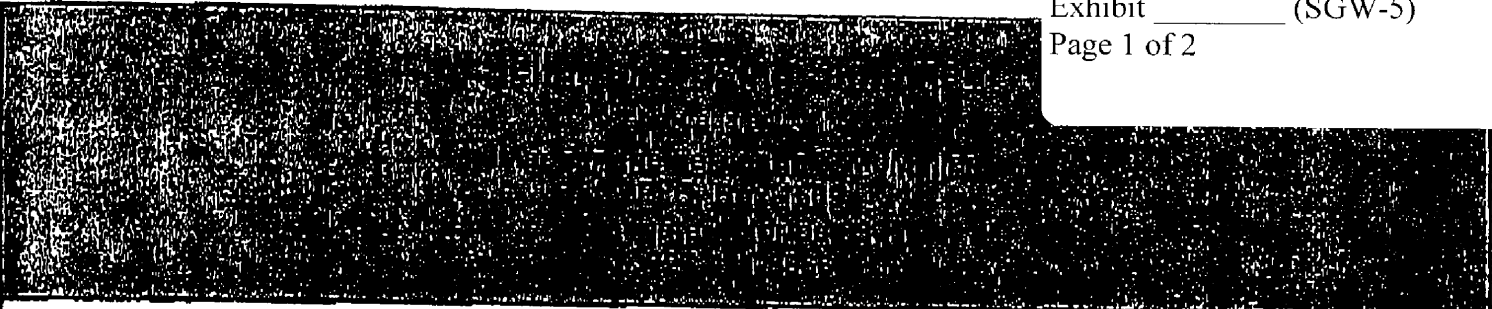
This is to certify that the operation and maintenance manual for these wastewater facilities has been prepared or examined by me, or by an individual(s) under my direct supervision, and that there is reasonable assurance, in my professional judgment, that the facilities, when properly maintained and operated in accordance with this manual, will function as intended.

_____	_____	_____
	Name (please type)	Florida Registration
_____	_____	_____
Signature of Engineer	Company Name	
_____	_____	_____
Date	Company Address	
_____	_____	_____
(Affix Seal)	City	Zip
	Telephone	_____

D. Operation and Maintenance Authority of the Treatment Facility Approving Connections

I certify that connection(s) to the wastewater treatment facility which we operate and maintain have been completed to our satisfaction.

Signed: _____ Date: _____
Name: _____ Title: _____
Company _____
Address _____
City: _____ Zip: _____
Telephone No: _____



File Number: _____

Settlement Date: _____

Proration Date: _____

SELLER(S):
Adam Smith Enterprises

PURCHASER(S):

LENDER:

PROPERTY:



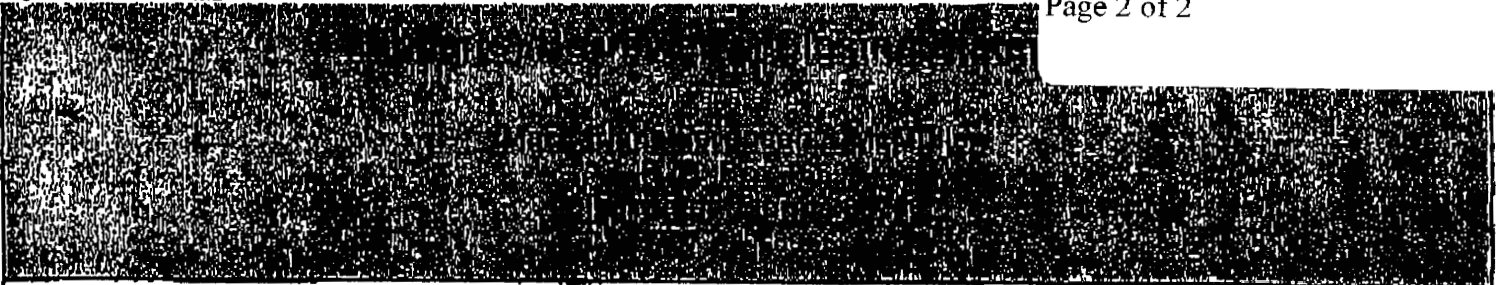
Sales Price	
Impact Fee	
Marketing Fee	
County taxes:	
2002 Street Light Assessment	
2003 Street Light Assessment pd by ASE	
Maryleigh, Inc.	
Owner's Policy Amount	MacFarlane Ferguson & McMullen
Deed Documentary Stamps	Clerk of Circuit Court

CASH DUE TO SELLER(S)
TOTAL CHARGES/CREDITS

Adam Smith Enterprises _____

Date _____

TOTAL P. 03



File Number: Settlement Date: Proration Date:

SELLER(S):
Adam Smith Enterprises

PURCHASER(S):

LENDER:

PROPERTY:

Sales Price

Impact Fee

Marketing Fee

County taxes:

2002 Street Light Assessment

2003 Street Light Assessment pd by ASE

CASH DUE FROM PURCHASER(S)
TOTAL CHARGES/CREDITS

Date

Initial Customer Notice

Aloha Utilities, Inc.
 PSC Docket No. 991643-SU

Date Issued: May 24, 2000

1. Notice is hereby given, pursuant to Rule 25-22.0407, Florida Administrative Code, that Aloha Utilities, Inc. has filed a petition for rate increase with the Florida Public Service Commission and the official date of filing for that Petition has now been established as April 4, 2000. That request for increased rates relates solely to the Utility's sewer customers within the Seven Springs service area and does not affect either the water system or the Aloha Garden service area. The general reason for the requested increase is that the Utility has been required by the Florida Department of Environmental Protection to undertake improvements to its sewer system at substantial cost to the Utility. Not only has the Utility been required to make additional investments, but operation of those improvements to its sewer plant will also substantially increase its costs of operation. A rate increase is necessary in order for the Utility to be given an opportunity to earn a fair return on that additional investment and recover those additional expenses.

2. Copies of the petition, minimum filing requirements, and rate case synopsis are available for inspection during normal office hours at the utility's office as follows:

Aloha Utilities, Inc. 2514 Aloha Place Holiday, FL 34691 Phone: 727-938-2851	Business Hours: 8:30 a.m. - 4:00 p.m. (only drive-thru open from 12 to 1) Monday through Friday
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The petition, minimum filing requirements, and rate case synopsis are also available for inspection during normal business hours at the following location:

Centennial Park Branch Pasco County Public Library 5740 Moog Road Holiday, FL 34691	Business Hours. Monday, Tuesday, 12 noon - 9 p.m. Wednesday, Thursday, 10 a.m. - 6 p.m. Friday, Saturday, 10 a.m. - 5 p.m.
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3. The initial tentative schedule established for the case, including dates, times and locations of hearings, is as follows:

- Commission Conference on interim rates - May 16, 2000
- Order Disposing of Request for Interim Rates - June 5, 2000
- Final Hearing on Rates - September 25 and 26, 2000
- Staff Recommendation due - November 16, 2000
- Commission Conference on Final Rates - November 28, 2000

4. Listed below are the Utility's present and final proposed wastewater rates.

Class/Meter Size	Present Rates	Proposed Final Rates
Residential		
All meter sizes	\$ 8.99	\$ 14.54
Gallonge Charge (per 1000 gallons) 10,000 gallons max.	2.32	3.65
General Service		
5/8" X 3/4"	8.99	14.54
1"	22.48	36.35
1 1/2"	44.96	72.70
2"	71.94	116.32
3"	143.88	218.10
4"	224.75	363.50
6"	449.62	727.00
8"	719.39	1,163.20
Gallonge Charge (per 1,000 gallons)	2.78	4.26
Reclaimed Water		
Mitchell Prop.	0.00	0.00
All Others	0.25	0.25

5. Any written comments regarding the Utility's service or the proposed rates and charges should be addressed to: Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870 and should identify the Docket Number assigned to the proceeding. Complaints regarding service may be made to the Commission's Division of Consumer Affairs at the following toll free number: 1-800-342-3552.

6. The Utility has not requested a change in its Service Availability Charges as part of its rate request, however, the Commission will be reviewing the Utility Service Availability Charges in the pending rate case and the Commission may adjust those charges if the Commission deems that appropriate.

Adam Smith Enterprises, Inc.

43309 U.S. Hwy. 19 N., P.O. Box 1608
Tarpon Springs, FL 34688-1608
(727) 942-2591 1-800-683-1424 Fax # (727) 938-3328
www.hometowntrinity.com

April 22, 2002

Mr. Stephen C. Watford
Aloha Utilities, Inc.
6915 Perrine Ranch Road
New Port Richey, FL 34655

Dear Steve:

I am in receipt of four letters regarding Wastewater Plant Capacity Charge. Two letters indicated no additional sums were due to Aloha, so we have no questions regarding them.

However, regarding **Fox Hollow** and **Fox Wood**, we would appreciate some assistance in verifying the lots and water meters for which you want us to pay the additional fees. As the developer, we only track lot sales, not the issuance of water meters. Please provide as much of the following information as you can:

- Lot number by plat
- Date of issuance of meter
- Builder's name

Your assistance in providing this information will be appreciated. It will be beneficial in validating the sums in your request so that we can pay them accordingly.

Thank you,



Daniel E. Aldridge, Vice President

DEA/rhh

Aloha Utilities, Inc.

*6915 Perrine Ranch Road
New Port Richey, FL 34655*

(727) 372-0115 Fax (727) 372-2677

April 29, 2002

Mr. Daniel E. Aldridge
Adam Smith Enterprises, Inc.
43309 U.S. Hwy. 19 N
P.O. Box 1608
Tarpon Springs, FL 34688-1608

Dear Dan:

As you requested in your letter dated April 22, 2002, enclosed please find the following information:

- Lot numbers by plat
- Date of issuance of meter
- Builder's name

We look forward to a quick resolution to this problem. Should you have any further questions, please feel free to contact me.

Sincerely,

ALOHA UTILITIES, INC.



Stephen G. Watford
President

SGW/pjy

Enclosures

2002gencorr/Adam Smith increase by lot

Increased Sewer Impacts

Foxhollow-Adam Smith Enterprises					
Date	Account #	Lot #	Builder Name	House No.	Street Name
07/03/01	37213	128	Homemax	1002	Toski
07/17/01	35694	314	Nohl Crest	10339	Sorenstam
08/02/01	36900	183	Greene		Hagen
09/05/01	37674	192	Samuelsen	1212	Omera
11/15/01	37379	187	Nohl Crest	1220	Hagen
11/20/01	36666	146	Nohl Crest	1241	Hagen
12/03/01	38192	372	Nohl Crest	10328	Sorenstam
12/06/01	37442	182	Nohl Crest	1128	Hagen
12/07/01	37075	370	Nohl Crest		Sorenstam
12/10/01	35647	311	Nohl Crest	10351	Sorenstam
12/10/01	38039	367	Nohl Crest	10308	Sorenstam;
12/12/01	37924	344	Nohl Crest	1453	Goalby
12/28/01	38306	191	Samuelsen	9643	Venturi
03/05/02	37443	146	Nohl Crest	1241	Hagen
03/20/02	38470	364	Nohl Crest	10250	Sorenstam
03/22/02	38471	371	Nohl Crest	10324	Sorenstam
04/03/02	38310	352	Nohl Crest	10138	Sorenstam
04/04/02	38472	373	Nohl Crest	10335	Sorenstam
18 TOTAL LOTS					

Increased Sewer Impacts

Date	Account #	Lot #	Builder Name	House No.	Street Name
05/24/01	36318	612	M/I Schottenstein	10452	Tecoma
05/25/01	36301	663	M/I Schottenstein	10512	Peppergrass
05/29/01	36737	312	Samuelsen	2301	Edelweiss
05/29/01	36925	311	Samuelsen	2251	Edelweiss
05/31/01	36300	665	M/I Schottenstein	10520	Peppergrass
05/31/01	36302	564	M/I Schottenstein	10531	Peppergrass
05/31/01	36304	565	M/I Schottenstein	10527	Peppergrass
05/31/01	36101	633	M/I Schottenstein	10736	Eveningwood
06/20/01	36736	329	Samuelsen	2143	Edelweiss
06/29/01	36733	368	Samuelsen	2112	Larchwood
07/05/01	35851	0	M/I Schottenstein	10348	Tecoma
07/05/01	36297	560	M/I Schottenstein	10547	Peppergrass
07/05/01	36306	632	M/I Schottenstein		Eveningwood
07/05/01	36314	793	M/I Schottenstein	10633	Northridge
07/05/01	36667	688	M/I Schottenstein	1802	Roseroot
07/05/01	36732	361	Samuelsen	2103	Larchwood
07/05/01	36735	287	Samuelsen	10018	Green Ivy
07/09/01	36902	340	Greene	2118	Edelweiss
07/09/01	36906	298	Greene	2330	Edelweiss
07/11/01	36924	343	Samuelsen	2048	Edelweiss
07/12/01	36308	644	M/I Schottenstein	10723	Eveningwood
07/17/01	35692	316	Nohl Crest	10031	Sorenstam
07/17/01	35695	315	Nohl Crest	10335	Sorenstam
07/17/01	36264	326	Nohl Crest	2123	Edelweiss
07/19/01	36040	285	Greene	10038	Green Ivy
07/19/01	36387	303	Nohl Crest	2300	Edelweiss
07/20/01	36303	554	M/I Schottenstein	10538	Peppergrass
07/26/01	36310	680	M/I Schottenstein	1718	Roseroot
07/26/01	36679	643	M/I Schottenstein	10727	Eveningwood
08/07/01	37057	621	M/I Schottenstein	10550	Eveningwood
08/08/01	37099	48	Nohl Crest	1633	Bayfield
08/14/01	36294	359	M/I Schottenstein	10446	Peppergrass
08/14/01	36316	594	M/I Schottenstein		Tecoma
08/14/01	36904	338	Greene	2130	Edelweiss
08/17/01	36313	796	M/I Schottenstein	10617	Northridge
08/21/01	37555	307	Samuelsen	2238	Edelweiss
08/29/01	36903	306	Greene	2242	Edelweiss
09/05/01	36907	304	Greene	2250	Eveningwood
09/06/01	37556	288	Samuelsen	10010	Green Ivy
09/06/01	37675	286	Samuelsen	10028	Green Ivy
09/13/01	36927	366	Samuelsen	2126	Larchwood
09/13/01	37557	333	Samuelsen,	2208	Edelweiss
09/17/01	36673	555	M/I Schottenstein	10542	Peppergrass
09/17/01	36677	627	M/I Schottenstein	10632	Eveningwood
09/20/01	36669	683	M/I Schottenstein	1734	Roseroot

Increased Sewer Impacts

Date	Account #	Lot #	Builder Name	House No.	Street Name
09/20/01	36680	634	M/I Schottenstein	10740	Eveningwood
10/04/01	36309	679	M/I Schottenstein	1719	Roseroot
10/09/01	36312	797	M/I Schottenstein	10613	Northridge
10/10/01	36671	794	M/I Schottenstein		Northridge
10/10/01	36672	795	M/I Schottenstein		Northridge
10/11/01	36678	635	M/I Schottenstein		Eveningwood
10/11/01	37061	792	M/I Schottenstein		Firebrick
10/11/01	37640	640	M/I Schottenstein	10739	Eveningwood
10/15/01	36905	296	Greene	2340	Edelweiss
10/18/01	36675	359	M/I Schottenstein		Peppergrass
10/18/01	36681	754	M/I Schottenstein		Northridge
10/30/01	37058	631	M/I Schottenstein	10728	Eveningwood
10/31/01	36668	666	M/I Schottenstein	1827	Roseroot
10/31/01	36835	597	M/I Schottenstein		Tecoma
11/07/01	36837	789	M/I Schottenstein		Firebrick
11/09/01	36670	622	M/I Schottenstein	10602	Eveningwood
11/12/01	36674	556	M/I Schottenstein	10546	Peppergrass
11/14/01	37389	334	Nohl Crest		Edelweiss
11/16/01	36897	51	Nohl Crest	1634	Daylilly
11/19/01	37173	291	Nohl Crest	9940	Green Ivy
11/20/01	37059	614	M/I Schottenstein	10508	Tecoma
11/26/01	37054	593	M/I Schottenstein		Tecoma
11/26/01	37060	610	M/I Schottenstein		Tecoma
11/28/01	37052	755	M/I Schottenstein		Firebrick
12/03/01	37074	365	Nohl Crest		Sorenstam
12/04/01	37227	611	M/I Schottenstein		Tecoma
12/05/01	37056	557	M/I Schottenstein		Peppergrass
12/07/01	37226	776	M/I Schottenstein		Firebrick
12/07/01	37477	761	M/I Schottenstein		Firebrick
12/07/01	37039	302	Nohl Crest		Edelweiss
12/10/01	37745	369	Nohl Crest	10316	Sorenstam
12/12/01	38599	0	Samuelson	2336	Edelweiss
12/14/01	37053	790	M/I Schottenstein	10615	Firebrick
12/14/01	37055	572	M/I Schottenstein	10447	Peppergrass
12/14/01	37637	558	M/I Schottenstein		Peppergrass
12/17/01	37223	739	M/I Schottenstein		Northridge
12/18/01	37062	629	M/I Schottenstein	10644	Eveningwood
12/28/01	37476	787	M/I Schottenstein		Firebrick
12/28/01	38600	47	Samuelson	1627	Bayfield
01/04/02	37574	598	M/I Schottenstein	10304	Tecoma
01/04/02	37455	365	Catenac	2130	Larchwood
01/04/02	38305	310	Samuelson	2245	Edelweiss
01/07/02	37573	595	M/I Schottenstein	10307	Tecoma
01/08/02	35845	600	M/I Schottenstein	10312	Tecoma
01/09/02	37643	708	M/I Schottenstein	1818	Lady Palm
01/11/02	37479	630	M/I Schottenstein	10650	Eveningwood
01/11/02	37641	651	M/I Schottenstein		Eveningwood
01/11/02	38527	756	M/I Schottenstein	10632	Firebrick
01/15/02	36307	638	M/I Schottenstein		Eveningwood
01/15/02	37224	709	M/I Schottenstein		Loch Haven

Increased Sewer Impacts

Date	Account #	Lot #	Builder Name	House No.	Street Name
01/16/02	37225	762	M/I Schottenstein		Firebrick
01/16/02	38107	686	M/I Schottenstein	1746	Roseroot
01/17/02	38103	577	M/I Schottenstein	10453	Tecoma
01/17/02	38106	687	M/I Schottenstein		Roseroot
01/18/02	36836	786	M/I Schottenstein	10631	Firebrick
01/18/02	37569	685	M/I Schottenstein	1742	Roseroot
01/22/02	37222	740	M/I Schottenstein	10751	Northridge
01/22/02	37228	592	M/I Schottenstein	10321	Tecoma
01/23/02	37472	765	M/I Schottenstein	10718	Firebrick
01/23/02	37478	771	M/I Schottenstein	10746	Firebrick
01/23/02	37480	698	M/I Schottenstein	1731	Lady Palm
01/23/02	37575	606	M/I Schottenstein		Tecoma
01/23/02	38530	788	M/I Schottenstein	10623	Firebrick
01/23/02	38541	671	M/I Schottenstein	1803	Roseroot
02/06/02	37577	757	M/I Schottenstein	10636	Firebrick
02/06/02	37636	660	M/I Schottenstein	10452	Peppergrass
02/15/02	37572	791	M/I Schottenstein	10611	Firebrick
02/19/02	36299	726	M/I Schottenstein		Loch Haven
02/20/02	37639	674	M/I Schottenstein		Roseroot
02/20/02	38105	673	M/I Schottenstein	1747	Roseroot
02/20/02	38538	773	M/I Schottenstein	10745	Firebrick
02/20/02	38640	297	Samuelson	2336	Edelweiss
03/06/02	37475	764	M/I Schottenstein	10714	Firebrick
03/06/02	37570	775	M/I Schottenstein	10737	Firebrick
03/06/02	37638	699	M/I Schottenstein	1730	Lady Palm
03/06/02	38099	780	M/I Schottenstein	10705	Firebrick
03/06/02	38529	777	M/I Schottenstein	10729	Firebrick
03/06/02	38531	727	M/I Schottenstein	1826	Loch Haven
03/11/02	38102	562	M/I Schottenstein	10539	Peppergrass
03/13/02	37642	639	M/I Schottenstein		Eveningwood
03/13/02	38100	784	M/I Schottenstein		Firebrick
03/13/02	38101	591	M/I Schottenstein	10327	Tecoma
03/15/02	38537	736	M/I Schottenstein	10742	Northridge
03/19/02	37993	281	Nohl Crest	10126	Maplelawn
03/25/02	38540	60	M/I Schottenstein	10631	Firebrick
04/04/02	38533	798	M/I Schottenstein		Northridge
04/08/02	38539	758	M/I Schottenstein		Firebrick
04/08/02	39494	700	M/I Schottenstein		Lady Palm
04/09/02	39492	689	M/I Schottenstein		Lady Palm
04/09/02	39460	325	Greene		Edelweiss
04/10/02	38542	669	M/I Schottenstein		Roseroot
04/10/02	39482	783	M/I Schottenstein		Firebrick
04/10/02	39496	711	M/I Schottenstein		Loch Haven
04/11/02	37473	763	M/I Schottenstein		Firebrick
139 TOTAL LOTS					

Increased Sewer Impacts

Trinity- Adam Smith Enterprises					
Date	Account #	Lot #	Builder Name	House No.	Street Name
03/25/02	38225	72	Windward	8554	Hawbuck
		1	Total		

Increased Sewer Impacts

Wyndtree - Adam Smith Enterprises					
Date	Account #	Lot #	Builder Name	House No.	Street Name
10/08/01	35182	IV-9	Schickedanz	7802	Tenby
		1	Total		

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT a true and correct copy of the foregoing has been provided to the persons listed below by U.S. Mail, (*) Hand Delivery, or (**) E-Mail, this 6th day of January, 2003.

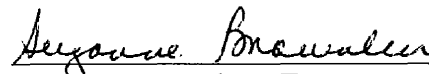
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Stephen Watford
President
Aloha Utilities, Inc.
6915 Perrine Ranch Road
New Port Richey, FL 34655-3904



Suzanne Brownless, Esq.