

Carlotta Stauffer

From: Lee Eng Tan
Sent: Tuesday, December 09, 2014 9:02 AM
To: Carlotta Stauffer
Cc: Rachel Arnold
Subject: RE: Escrow Agreement (status)

Hi Carlotta,

The agreement looks good and our requested modifications were made.

Thanks.

From: Carlotta Stauffer
Sent: Monday, December 08, 2014 5:35 PM
To: Lee Eng Tan
Cc: Rachel Arnold
Subject: Fwd: Escrow Agreement (status)

Hi Lee Eng
I'm out of the office until next week but can you please take a look at this and let me know if it is acceptable and all modifications were made. Thanks

Sent from my iPad

Begin forwarded message:

From: "Wisloh, Frank C" <Frank.Wisloh@td.com>
Date: December 8, 2014 at 1:57:16 PM PST
To: Carlotta Stauffer <CStauffe@PSC.STATE.FL.US>
Subject: RE: Escrow Agreement (status)

Carlotta,

Good afternoon! Attached is the signed Escrow Agreement. I apologize for the delay in getting this back to you.

Thank you,

Frank

Frank Wisloh

Store Manager | Port Richey | NMLS # 1022812

TD Bank, America's Most Convenient Bank

9550-1 US Highway 19

Port Richey, FL 34668

T- 727-846-1444

F- 727-847-3827

From: Carlotta Stauffer [mailto:CStauffer@PSC.STATE.FL.US]
Sent: Wednesday, December 03, 2014 1:10 PM
To: Wisloh, Frank C
Subject: Escrow Agreement (status)

Hi Mr. Wisloh,
I will be out of the office next week and wanted to check on the status of this agreement, because it must be signed by me. Please feel free to call if you have questions or wish to discuss.
Thanks,
Carlotta

From: Carlotta Stauffer
Sent: Monday, November 17, 2014 3:06 PM
To: frank.wisloh@td.com
Cc: Carlotta Stauffer
Subject: Escrow Agreement (Redacted)

Mr. Wisloh,

Please see attached (redacted) Escrow Agreement with modifications, per our discussion. Should you have any questions, please let me know.

Thank you,

Carlotta S. Stauffer
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
Carlotta.Stauffer@psc.state.fl.us
850.413.6728

This message and any attachments may contain confidential or privileged information and are intended only for the use of the intended recipients of this message. If you are not the intended recipient of this message, please notify the sender by return email, and delete this and all copies of this message and any attachments from your system. Any unauthorized disclosure, use, distribution, or reproduction of this message or any attachments is prohibited and may be unlawful.

Carlotta Stauffer

From: Carlotta Stauffer
Sent: Monday, November 17, 2014 3:06 PM
To: frank.wisloh@td.com
Cc: Carlotta Stauffer
Subject: Escrow Agreement (Redacted)
Attachments: Jumper Creek Escrow Agreement_Redacted.pdf

Mr. Wisloh,

Please see attached (redacted) Escrow Agreement with modifications, per our discussion. Should you have any questions, please let me know.

Thank you,

Carlotta S. Stauffer

Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
Carlotta.Stauffer@psc.state.fl.us
850.413.6728

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made by and between TD BANK (the "Bank"), the FLORIDA PUBLIC SERVICE COMMISSION, ("FPSC") and JUMPER CREEK UTILITY COMPANY, a Florida corporation (the "Utility"), upon the following terms, conditions and considerations:

WITNESSETH:

22

WHEREAS, by the action of the FPSC in Docket No. 140147-WS, Order No. PSC-14-0596-PCO-
~~###-####-??-WS~~, issued October ~~###~~, 2014, the FPSC granted the Utility's request for interim WS
monthly water and wastewater service rates, and

WHEREAS, the Bank has agreed to hold such funds in an interest bearing Escrow Account,
the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of

NOW, therefore, in consideration of 1 Dollars and the mutual covenants *which are acknowledged*
~~herein~~, the parties agree as follows:

1. The foregoing representations are true and correct.
2. The Utility and FPSC shall open a joint interest bearing Escrow Account. The amount of interim monthly water and wastewater service rates collected subject to refund shall be deposited by the Utility in the Escrow Account and in accordance with the requirements of the FPSC Order issued in Docket No. 140147-WS.
No. PSC-14-0596-PCO-WS,
3. The balance in the Escrow Account shall bear interest at the Bank's prevailing money market rate which is currently .05% Annual Percentage Yield, which is a variable rate. Utility shall pay all fees required to maintain the Escrow Account.
4. In the event a refund is required, the Utility is authorized to withdraw funds from this Escrow Account for the purpose of paying said refunds with interest and undertaken in accordance with Rule 25-30.360, Florida Administrative Code. If a refund to the customers is required, all related interest earned on the Escrow Account shall be distributed to the customers, and if a refund to the customers is not required, the interest earned on the Escrow Account shall revert to the utility. As stated below, any such withdrawals of funds shall be contingent upon approval of the FPSC through the Office of Commission Clerk.
5. The Utility shall provide the FPSC a report by the 20th day of each month indicating the monthly and total collected subject to refund.
6. The FPSC's Clerk of the Office of Commission Clerk and the Utility shall be signatories to the Escrow Account. Signature cards executed by the FPSC Clerk of the Office of Commission Clerk and the Utility shall designate the appropriate

authorized signature of each. No withdrawals of funds shall occur without the prior approval of the FPSC through the Office of Commission Clerk.

7. The Bank shall forward regular monthly statements (including images of cancelled checks) to the Utility and shall mail a copy of the monthly statement to the FPSC.
8. The balance of the funds remaining in the Escrow Account shall be disposed of in accordance with the FPSC's final order ~~immediately after issuance~~ and the Escrow Account closed thereafter.
9. The Utility shall indemnify and hold the Bank harmless from any claim, demand or loss suffered by the Bank, and the cost thereof including court costs and attorney fees for negotiation, trial, and appeal.
10. This Escrow Account is established pursuant to the FPSC Order No. PSC-14-~~#####~~ ^{-0596-PCO-WS} ~~###-WS~~ for the benefit of the Utility's customers.
11. The information concerning the Escrow Account shall be made available from the Bank to the FPSC and its representatives at all times.
12. This Escrow Account is established by the direction of the FPSC for the purposes set forth in its order requiring such account. Pursuant to Cosentino v. Elson, 263 So. 2d 253 (Fla 3rd DCA 1972), escrow accounts are not subject to garnishment.

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

JUMPER CREEK UTILITY COMPANY,
A Florida corporation

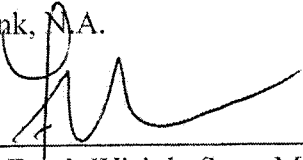
By: _____


Gary Deremer, as its President

Date: _____

TD Bank, N.A.

By: _____


Frank Wisloh, Store Manager, AVP

Date: _____

FLORIDA PUBLIC SERVICE COMMISSION

By: _____
Carlotta S. Stauffer, Commission Clerk
Office of Commission Clerk

Date: _____

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

I/we acknowledge receipt of the Deposit Account Agreement, Account Maintenance Information grid, Fee Schedule and Rates, which govern my/our account with the Bank. My/our use of this account shall evidence my/our acceptance of the terms and conditions set forth in the Deposit Account Agreement, Account Maintenance Information grid, Fee Schedule and any Appendices as the same may be amended from time to time. Joint accounts are owned as joint tenants with right of survivorship.

I/we, both individually and on behalf of the account owner, if different, hereby authorize the Bank to, from time to time, request consumer reports containing references about me/us from third parties, such as a consumer reporting agency, in connection with opening and maintaining this account. If you (the Bank) are unable to open a deposit account, you will provide me/us with an additional notice regarding the consumer reporting agency.

By signing this signature card, I/we acknowledge that the deposit account to which I/we are being added as a co-owner may have an existing Moneyline account attached. I understand that a Moneyline account is a line of credit for overdraft protection. I/we acknowledge receipt of the Moneyline Agreement and disclosures and agree to their terms and conditions. I/we understand and agree that, as a co-owner of the deposit account, I/we will be fully responsible for payments on the Moneyline account (including any outstanding balances at this time) and that payment history and other credit information may be reported to consumer reporting agencies.

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

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return or for any other reason. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA) and, generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.



RECEIVED-FPSC
14 NOV -5 AM 11:42
COMMISSION
CLERK

November 4, 2014

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

ATTN: Carlotta S. Stauffer, Office of Commission Clerk

Carlotta,

As per our telephone conversation, enclosed are the documents requiring your signature. I have placed the 'sign-here' stickers on the documents where your signature is required.

As per the Federal 'Know your Customer - KYC' regulation that came into effect after 09/11/2001, we are required to identify all clients and/or signers of accounts at account opening. With that being said, I will need a copy of your drivers license returned with the enclosed documents. We also need to confirm the signature of all signers and the license accomplishes that for us as well.

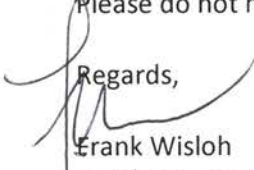
Once you have signed the attached documents, please mail them to me along with a copy of your drivers license to the following address:

TD Bank, N.A.
9550-1 US HWY 19 N
Port Richey, FL 34668
ATTN: Frank W. or Susan W.

Thank you for your assistance in the proper titling of this account. I wanted to make sure we had it right the first time. I know you mentioned that the other accounts simply listed the utility name but I think you will find the title to this account more accurate. It represents the account properly without question.

Please do not hesitate to contact me with any questions. I can be reached at 727-846-1444.

Regards,


Frank Wisloh
AVP/Store Manager

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WITNESSETH:

WHEREAS, by the action of the FPSC in Docket No. 140147-WS, Order No. PSC-##-####-??-WS, issued October ##, 2014, the FPSC granted the Utility's request for interim monthly water and wastewater service rates, and

WHEREAS, the Bank has agreed to hold such funds in an interest bearing Escrow Account,

NOW, therefore, in consideration of _____ Dollars and the mutual covenants herein, the parties agree as follows:

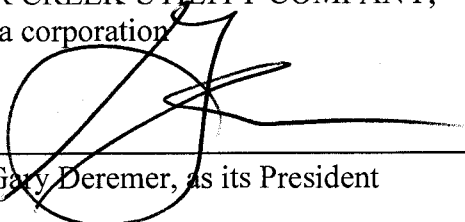
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3. The balance in the Escrow Account shall bear interest at the Bank's prevailing money market rate which is currently .05% Annual Percentage Yield, which is a variable rate. Utility shall pay all fees required to maintain the Escrow Account.
4. In the event a refund is required, the Utility is authorized to withdraw funds from this Escrow Account for the purpose of paying said refunds with interest and undertaken in accordance with Rule 25-30.360, Florida Administrative Code. If a refund to the customers is required, all related interest earned on the Escrow Account shall be distributed to the customers, and if a refund to the customers is not required, the interest earned on the Escrow Account shall revert to the utility. As stated below, any such withdrawals of funds shall be contingent upon approval of the FPSC through the Office of Commission Clerk.
5. The Utility shall provide the FPSC a report by the 20th day of each month indicating the monthly and total collected subject to refund.
6. The FPSC's Clerk of the Office of Commission Clerk and the Utility shall be signatories to the Escrow Account. Signature cards executed by the FPSC Clerk of the Office of Commission Clerk and the Utility shall designate the appropriate

authorized signature of each. No withdrawals of funds shall occur without the prior approval of the FPSC through the Office of Commission Clerk.

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8. The balance of the funds remaining in the Escrow Account shall be disposed of in accordance with the FPSC's final order immediately after issuance and the Escrow Account closed thereafter.
9. The Utility shall indemnify and hold the Bank harmless from any claim, demand or loss suffered by the Bank, and the cost thereof including court costs and attorney fees for negotiation, trial, and appeal.
10. This Escrow Account is established pursuant to the FPSC Order No. PSC-14-####-??-WS, for the benefit of the Utility's customers.
11. The information concerning the Escrow Account shall be made available from the Bank to the FPSC and its representatives at all times.
12. This Escrow Account is established by the direction of the FPSC for the purposes set forth in its order requiring such account. Pursuant to Cosentino v. Elson, 263 So. 2d 253 (Fla 3rd DCA 1972), escrow accounts are not subject to garnishment.

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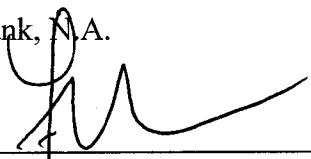
JUMPER CREEK UTILITY COMPANY,
A Florida corporation

By: 

Gary Deremer, as its President

Date: _____

TD Bank, N.A.

By: 

Frank Wisloh, Store Manager, AVP

Date: _____

FLORIDA PUBLIC SERVICE COMMISSION

By: _____
Carlotta S. Stauffer, Commission Clerk
Office of Commission Clerk

Date: _____



NEW PERSONAL ACCOUNT

REGION: West Central Florida (24) STORE RC: 4830 ACCOUNT NUMBER: [REDACTED] IM 94004

TYPE OF ACCOUNT: TD Business Interest Plus Ckg TYPE CODE: 718

DATE OPENED: 10/27/2014 OPENED BY: Susan Weisberg

ACCOUNT TITLING / MAILING ADDRESS: JUMPER CREEK UTILITY CO ESC ACCT FLORIDA PUBLIC SERVICE COMMISSION ESC AC GARY A DEREMER ESC AGT 4939 CROSS BAYOU BLVD NEW PORT RICHEY, FL USA 34652

ACCOUNT RELATIONSHIP: Escrow-2 Non-person Acct, 1 Person Agent

CUSTOMER #1 [REDACTED] TIN: [REDACTED] (727) 848-8292 HOME PHONE

CUSTOMER #2 [REDACTED] TIN: [REDACTED] (850) 413-6728 HOME PHONE

IDENTIFICATION (Describe below) ID Type #1: ID Type #2: State/Country of Issuance: Number: Expiration Date: LEGAL ADDRESS (No PO Boxes): 4939 CROSS BAYOU BLVD NEW PORT RICHEY, FL 34652

IDENTIFICATION (Describe below) ID Type #1: ID Type #2: State/Country of Issuance: Number: Expiration Date: LEGAL ADDRESS (No PO Boxes): 2540 SHUMARD OAK BLVD TALLAHASSEE, FL 32399-0850

SIGNATURE vpenick@uswatercorp.net CUSTOMER #1 EMAIL

SIGNATURE CUSTOMER #2 EMAIL

CUSTOMER #3 [REDACTED] TIN: [REDACTED] 11/15/1965 (727) 919-0408 HOME PHONE Primary IDENTIFICATION (Describe below) ID Type #1: State Drivers License w/Photo and Signat ID Type #2: State/Country of Issuance: DC Number: Expiration Date: 11/15/2016

CUSTOMER #4 [REDACTED] TIN: [REDACTED] IDENTIFICATION (Describe below) ID Type #1: ID Type #2: State/Country of Issuance: Number: Expiration Date:

LEGAL ADDRESS (No PO Boxes): 5320 CAPTAINS CT NEW PORT RICHEY, FL 34652 SIGNATURE gderemer@uswatercorp.net CUSTOMER #3 EMAIL

LEGAL ADDRESS (No PO Boxes): SIGNATURE CUSTOMER #4 EMAIL

IMPORTANT INFORMATION

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

I/We acknowledge receipt of the Deposit Account Agreement, Account Maintenance Information grid, Fee Schedule and Rates, which govern my/our accounts with the Bank. My/our use of this account shall evidence my/our acceptance of the terms and conditions set forth in the Deposit Account Agreement, Account Maintenance Information grid, Fee Schedule and any Addendums as the same may be amended from time to time. Joint accounts are owned as joint tenants with right of survivorship.

I/We, both individually and on behalf of the account owner, if different, hereby authorize the Bank to, from time to time, request consumer reports containing references about me/us from third parties, such as a consumer reporting agency, in connection with opening and maintaining this account. If you (the Bank) are unable to open a deposit account, you will provide me/us with an additional notice regarding the consumer reporting agency.

By signing this signature card, I/we acknowledge that the deposit account to which I/we am/are being added as a co-owner may have an existing Moneyline account attached. I understand that a Moneyline account is a line of credit for overdraft protection. I/We acknowledge receipt of the Moneyline Agreement and disclosures and agree to their terms and conditions. I/We understand and agree that, as a co-owner of the deposit account, I/we will be fully responsible for payments on the Moneyline account (including any outstanding balances at this time) and that payment history and other credit information may be reported to consumer reporting agencies.

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- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
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The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.



STATE OF FLORIDA

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN



OFFICE OF COMMISSION CLERK
CARLOTTA S. STAUFFER
COMMISSION CLERK
(850) 413-6770

Public Service Commission

August 7, 2014

ADMINISTRATIVE

Gary Deremer
Jumper Creek Utility Company
% 4939 Cross Bayou Blvd.
New Port Richey, Florida 34652-3434

Re: Docket No. 140147-WS

Dear Mr. Deremer:

This will acknowledge receipt of the Application for staff-assisted rate case in Sumter County by Jumper Creek Utility Company, which was filed in this office on August 6, 2014, and assigned the above-referenced docket number. Appropriate staff members will be advised.

Mediation may be available to resolve any dispute in this docket. If mediation is conducted, it does not affect a substantially interested person's right to an administrative hearing. For more information, contact the Office of General Counsel at (850) 413-6199.

Please note as well that the Commission's Statement of Agency Organization and Operations requires certificated companies to notify the Commission of any changes in name, telephone, address, or contact person. Should your application be granted by the Commission, you will be expected to comply with this requirement by advising us of any changes as they occur.

Office of Commission Clerk