

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

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

DATE: September 15, 2014
TO: Carlotta Stauffer, Commission Clerk, Office of Commission Clerk
FROM: Clarence Prestwood, Chief of Surveillance & Rate Filings, Division of Accounting & Finance *CJP*
RE: Request for partial release of funds from Escrow Account (Docket No. 110200-WU, Application for increase in water rates in Franklin County by Water Management Services, Inc.)

Pursuant to PAA Order No. PSC-12-0641-PCO-WU, issued December 4, 2012, in the above referenced docket (Order), Water Management Services, Inc. (WMSI or Utility) has requested authorization for the partial release of escrow funds in the amount of \$142,092.00 held at Citizens State Bank, located at 2000 South Byron Butler Parkway, Perry, Florida.

Counsel for WMSI has represented that sufficient funds are available in the PAA escrow account to cover the requested withdrawal. Pursuant to the above referenced Order, staff recommends the Commission's designated agent in such matters authorize the release of \$142,092.00 from the PAA escrow account at Citizens State Bank payable to Farmers & Merchants Bank for the loan specified in the attached documentation.

cc: Andrew Maurey
Cheryl Bulecza-Banks
Martha Barrera

Attachment

RECEIVED-FPSC
14 SEP 15 PM 2:15
COMMISSION
CLERK



FRIEDMAN,
FRIEDMAN & LONG, P.A.
ATTORNEYS & COUNSELORS

September 12, 2014

E-FILE

Ms. Carlotta S. Stauffer
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No. 110200-WU; In re: Application for increase in water rates in Franklin County by
Water Management Services, Inc./ Request for Escrow Withdrawal
Our File No. 46023.01

Dear Ms. Stauffer:

Pursuant to PSC Order No. PSC-12-0641-PCO-WU, Water Management Services, Inc. ("WMSI") requests the Staff provide the Escrow Agent with written authorization to disburse \$142,092.00 from the Escrow Account to repay the construction loan with Farmers & Merchant Bank pursuant to the attached loan and payment documents. There are sufficient funds in the Escrow Account to make this payment.

Should you or Staff have any questions concerning this filing, please do not hesitate to give me a call.

Very truly yours,

A handwritten signature in black ink, appearing to read "Martin S. Friedman", written in a cursive style.

MARTIN S. FRIEDMAN
For the Firm

MSF/

cc: Gene Brown (via e-mail)
Sandy Chase (via e-mail)
Martha Barrera, Esquire (via e-mail)
Erik Sayler, Esquire (via e-mail)
Andrew Maurey (via e-mail)

WATER MANAGEMENT SERVICES, INC. 250 JOHN KNOX ROAD #4 TALLAHASSEE, FL 32303 BORROWER'S NAME AND ADDRESS <small>"I" includes each borrower above, jointly and severally.</small>	FARMERS & MERCHANTS BANK P.O. BOX 340 MONTICELLO, FL 32345 LENDER'S NAME AND ADDRESS <small>"You" means the lender, its successors and assigns.</small>	TIN 59-3449317 Loan Number 910280779 Date 09-12-2014 Maturity Date 09-19-2014 Loan Amount \$ 142,842.15 Renewal Of _____ OFFICER DEM/OP
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For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of ONE HUNDRED FORTY TWO THOUSAND EIGHT HUNDRED FORTY TWO AND 15/100 Dollars \$ 142,842.15

Single Advance: I will receive all of this principal sum on 09-12-2014. No additional advances are contemplated under this note.
 Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.
 Conditions: The conditions for future advances are _____

Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____
 Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from 09-12-2014 at the rate of 8.250 % per year until 09-19-2014.

Variable Rate: This rate may then change as stated below.
 Index Rate: The future rate will be _____ the following index rate: _____
 No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.
 Frequency and Timing: The rate on this note may change as often as _____
 A change in the interest rate will take effect _____
 Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
 The amount of each scheduled payment will change.
 The amount of the final payment will change.

ACCURAL METHOD: Interest will be calculated on a ACTUAL/360 basis.
 POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

on the same fixed or variable rate basis in effect before maturity (as indicated above).
 at a rate equal to 18%

LATE CHARGE: If a payment is made more than 10 days after it is due, I agree to pay a late charge of 5 DUCKS OF THE PAYMENT AMOUNT OF PRINCIPAL AND INTEREST WITH A MAX OF \$100.00
 ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal amount above: _____

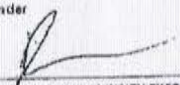
PAYMENTS: I agree to pay this note as follows:
 ON DEMAND, BUT IF NO DEMAND IS MADE THEN 1 PAYMENT OF \$143,016.74 ON 09-19-2014.

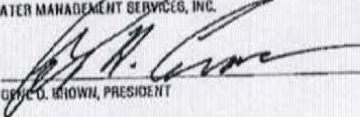
ADDITIONAL TERMS:

SECURITY: This note is separately secured by (describe separate document by type and date): SECURITY AGREEMENT DATED 09/17/2014
(This section is for your internal use. Failure to file a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is BUSINESS CONSTRUCTION DRAW

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2) AND I received a copy on today's date.

Signature for Lender

 DON E. MAY, SENIOR VICE PRESIDENT/CITY EXECUTIVE TALLAHASSEE

WATER MANAGEMENT SERVICES, INC.

 DON E. MAY, PRESIDENT

WATER MANAGEMENT SERVICES INC
250 JOHN KNOX ROAD SUITE #4
TALLAHASSEE, FL 32303

1615

Sept 12, 14

Date

PAY to the
Order of

- Withers Coastal Marine Construction Co - \$ 142092

- One hundred forty-two thousand ninety-two and ⁰⁰/₁₀₀ Dollars



Farmers & Merchants Bank
3320 Thomasville Road
Tallahassee, Florida 32308
www.fmbbank.com

Security Features Mark

For

AP

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1

PAGES 2

TO OWNER:

WATER MANAGEMENT SERVICES, INC
139 W. GULF BEACH DRIVE
ST. GEORGE ISLAND, FL 32328

PROJECT: ST. GEORGE ISLAND
WATER SYSTEM
IMPROVEMENTS

APPLICATION NO: 2

Distribution to:

- OWNER
 ARCHITECT
 CONTRACTOR
 FPSC

FROM CONTRACTOR:

WITHER COASTAL MARINE CONSTRUCTION, INC
P.O. BOX 908
PANACEA, FL 32346

VIA ARCHITECT: LES THOMAS, P.E.

PERIOD TO: March 1, 2014
September 2, 2014

PROJECT NOS: 2014 - 3

CONTRACT DATE: September 2, 2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,801,599.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,801,599.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	279,412.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	27,941.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	27,941.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	251,471.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	109,379.00
8. CURRENT PAYMENT DUE	\$	142,092.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	2,550,128.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Withers Coastal Marine Construction, Inc

By: Ben Withers
Ben Withers, as its President

Date: 9/2/2014

State of: Florida
Subscribed and sworn to before me this
Notary Public: N. J. [Signature]
My Commission expires: 12/18/14

County of: Wakulla
day of September
2014



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 142,092

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature]

Date: 9/4/2014

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5252

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 2
APPLICATION DATE: 9/2/2014

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 03/01/14 to 09/02/14

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 2011-113

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
6.e.	260' of 6" PVC distribution main, incl. Valves, Fittings, etc	\$9,980.00	\$9,980.00	\$0.00	\$0.00	\$9,980.00	100.00%	\$0.00	\$998.00
6.f.	1996' of 8" PVC distribution main, incl. Valves, Fittings, etc	\$83,832.00	\$83,832.00	\$0.00	\$0.00	\$83,832.00	100.00%	\$0.00	\$8,383.00
6.d.	1180' of 8" PVC distribution main, incl. Valves, Fittings, etc	\$220,920.00	\$27,720.00	\$49,560.00	\$0.00	\$77,280.00	34.98%	\$143,640.00	\$7,728.00
6.b.	660' of 6" PVC distribution main, incl. Valves, Fittings, etc	\$8,960.00	\$0.00	\$8,960.00	\$0.00	\$8,960.00	100.00%	\$0.00	\$896.00
6.g.	1840' of 10" PVC distribution main, incl. Valves, Fittings, etc	\$189,000.00	\$0.00	\$99,360.00	\$0.00	\$99,360.00	52.57%	\$89,640.00	\$9,936.00
GRAND TOTALS		\$512,692.00	\$121,532.00	\$157,880.00	\$0.00	\$279,412.00		\$233,280.00	\$27,941.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

RECEIPT OF PAYMENT AND RELEASE OF LIEN

Withers Coastal Marine Construction, Inc. hereby acknowledges receipt of progress payment number 2 in the amount of One Hundred Forty Two Thousand, Ninety Two Dollars (\$142,092), and hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through September 2, 2014 to Water Management Services, Inc. on the job of St. George Island water system improvements to the following property:

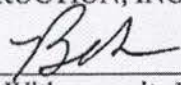
Any and all property owned by Water Management Services, Inc.
on St. George Island, FL

This waiver and release does not cover any retention or labor, services, or materials furnished after September 2, 2014.

Dated this 2nd day of September, 2014.

WITHERS COASTAL MARINE
CONSTRUCTION, INC., a Florida corporation

By: _____


Ben Withers, as its President