

STATE OF FLORIDA

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

Public Service Commission

December 16, 2014

Mr. Frank Wisloh
AVP/Store Manager
TD Bank, N.A.
9550-1 US Highway 19 North
Port Richey, FL 34668
ATTN: Frank W. or Susan W.

Re: Docket No. 140147-WS, Establishment of Escrow Account

Dear Mr. Wisloh:

Enclosed is the Escrow Agreement made between TD Bank N.A., the Florida Public Service Commission, and Jumper Creek Utility Company. I have executed the agreement as the Commission's designated agent for such matters. As discussed, the Commission's tax identification number is 59-3478275.

Please call should you require further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Carlotta S. Stauffer".

Carlotta S. Stauffer
Commission Clerk

/css
Enclosures
cc: Lee Eng Tan, Office of General Counsel

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made by and between TD Bank N.A. (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:

WHEREAS, by the action of the FPSC in Docket No. 140147-WS, Order No. PSC-14-0596-PCO-WS, issued October 22, 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 Ten Dollars and the mutual covenants herein, the parties agree as follows:

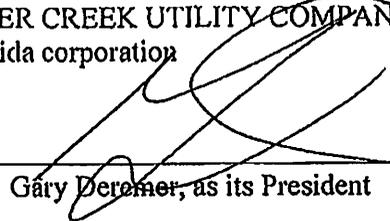
1. The foregoing representations are true and correct.
2. The Utility and FPSC shall open a joint interest bearing Escrow Account. The amount of interim monthly water and wastewater service rates collected subject to refund shall be deposited by the Utility in the Escrow Account and in accordance with the requirements of the FPSC Order issued in Docket No. 140147-WS.
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, 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: 12.5.14

FLORIDA PUBLIC SERVICE COMMISSION

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

Date: 12-15-14

REDACTED



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: 462234429 (727) 848-8202 DATE OF BIRTH HOME PHONE

CUSTOMER #2 [REDACTED] TIN: 593478275 (850) 413-6728 DATE OF BIRTH 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): 2640 SHUMARD OAK BLVD TALLAHASSEE, FL 32399-0850

SIGNATURE DATE

SIGNATURE DATE

Carlotta Stauffer 12-15-14

CUSTOMER #3 [REDACTED] TIN: 11/15/1965 (727) 919-0408 DATE OF BIRTH HOME PHONE

CUSTOMER #4 [REDACTED] TIN: DATE OF BIRTH HOME PHONE

Primary IDENTIFICATION (Describe below) ID Type #1: State Drivers License w/Photo and Signal ID Type #2: State/Country of Issuance: DC Number: Expiration Date: 11/15/2018 LEGAL ADDRESS (No PO Boxes): 5320 CAPTAINS CT 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):

SIGNATURE DATE

SIGNATURE DATE

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 are/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. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Instructions for Store Team Members: Scan and email to Account_AMCB@FDNewPersonalAccounts