

State of Florida



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FPSC - COMMISSION CLERK

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: April 15, 2016
TO: Carlotta Stauffer, Commission Clerk, Office of Commission Clerk
FROM: Kelley Corbari, Attorney, Office of General Counsel *KCC*
Cissy Galloway, Analyst, Division of Accounting & Finance *CG*
RE: Docket No. 140217-WU, Cedar Acres Staff Assisted Rate Case Escrow Account

Pursuant to Order No. PSC-15-0535-PAA-WU issued November 19, 2015, Cedar Acres, Inc. has filed the attached correspondence and escrow agreement. Based on our review, the escrow agreement complies with the aforementioned order.

RECEIVED-FPSC

2016 APR 15 PM 2:35

COMMISSION
CLERK

cc: Andrew Maurey
Cheryl Bulecza-Banks
Bart Fletcher

CEDAR ACRES, INC.

KEYES BUILDING, SUITE N
4700 Sheridan Street
Hollywood, Florida 33021

Telephone (954) 963-2225
Fax (954) 966-2828

April 8, 2016

Cecilia C. Galloway
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee FL 32399-0850

RE: Cedar Acres, Inc.

Dear Ms. Galloway:

Enclosed please find three (3) signed copies of the escrow agreement for PSC's signature. Please have the copies signed and return one to the Bank in the enclosed self-addressed envelope, and send a signed copy to me for Cedar Acres' records. Keep one copy for PSC's records.

Please be advised that we have set up the account. We have \$600.00 so far and have already done two meters, representing 15% of the required 13 meters. Please advise me of the contact person for the PSC to get reimbursement as the meters are done from the escrow account.

Lastly, please let me know when exactly is the May meeting as I will be attending it.

Yours truly,

CEDAR ACRES, INC.


David J. Simons, Esq.
President, Cedar Acres, Inc.

DJS/sal
encls.

RECEIVED
FLORIDA PUBLIC SERVICE
COMMISSION
2016 APR 14 AM 8:51
DIVISION OF
ACCOUNTING & FINANCE

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made by and between B.B.T (the "Bank"), the FLORIDA PUBLIC SERVICE COMMISSION ("FPSC"), and Cedar Acres, Inc. (the "Utility"), upon the following terms, conditions, and considerations:

WITNESSETH:

WHEREAS, by action of the FPSC in Docket No. 140217-WU, Order No. PSC-15-0535-PAA-WU, issued November 19, 2015, the FPSC established a meter replacement program.

WHEREAS, Consummating Order No. PSC-15-0563-CO-WU, issued December 14, 2015, made Order No. PSC-15-0535-PAA-WU effective and final, and

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

NOW, therefore, in consideration of 1 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. Every two months, the Utility shall deposit \$2,352 for the established meter replacement program into the Escrow Account in accordance with the requirements of Order No. PSC-15-0535-PAA-WU, issued in Docket No. 140217-WU.
3. The balance in the Escrow Account shall bear interest at the Bank's prevailing ~~money market~~ rate which is currently __% Annual Percentage Yield, which is a variable rate. Utility shall pay all fees required to maintain the Escrow Account.
4. The Utility is authorized to withdraw funds from this Escrow Account for the purpose of replacing the Utility's customers' meters in accordance with Order No. PSC-15-0535-PAA-WU, issued in Docket No. 140217-WU. As outlined below, any such withdrawals of funds shall be contingent upon approval of the FPSC through the Office of the Commission Clerk, or his or her designee.
5. If a refund is required to be made to the Utility's customers, the interest earned by the Escrow Account shall be distributed to the customers. If a refund is not required, the interest earned by the Escrow Account shall revert to the Utility.
6. The Utility shall provide the FPSC a report on the 20th day of every other month, indicating the monthly and total amount collected and allocated to the meter replacement program.

7. The FPSC's Clerk of the Office of the 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, or his or her designee, 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 the Commission Clerk.
8. 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: Attn: Office of the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, Docket No. 140217-WU.
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 FPSC Order No. PSC-15-0535-PAA-WU, issued in Docket No.140217-WU, 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 Order No. PSC-15-0535-PAA-WU, issued in Docket No. 140217-WU, and is not subject to garnishment pursuant to Cosentino v. Elson, 263 So.2d 253 (Fla 3rd DCA 1972).

THIS SPACE INTENTIONALLY LEFT BLANK

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

(UTILITY NAME) Sedco, Aucto, F&K

By: [Signature]
(Name, Position) DAVID J. SIMONS, President

Date: 3/31/15

(BANK NAME) BBIT

By: [Signature], Branch Manager
(Name, Position)

Date: _____

FLORIDA PUBLIC SERVICE COMMISSION

By: _____
(Name, Position)

Date: _____