

STATE OF FLORIDA

Commissioners:
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JOE GARCIA



DIVISION OF RECORDS & REPORTING
BLANCA S. BAYÓ
DIRECTOR
(850) 413-6770

Public Service Commission

October 27, 1997

ORIGINAL

Mr. Henry Striegl, President
RHV Utility, Inc.
Post Office Box 2770
Crystal River, Florida 34423-2770

Re: Docket No. ~~951320~~-WS - Escrow agreement for RHV Utility, Inc.

Dear Mr. Striegl:

Enclosed is the original escrow agreement that you obtained in compliance with Commission Order No. PSC-97-0854-FOF-SU. The agreement has been signed by Ms. Blanca S. Bayó, the Commission's agent for such matters, and is now being returned to you for further handling. A copy has been placed in the above-referenced docket file.

Please do not hesitate to call if you have questions regarding this matter.

Sincerely,

Kay Flynn, Chief
Bureau of Records

- ACK _____
 - AFA _____
 - APP _____
 - CAF _____
 - CMU _____
 - CTR _____
 - EAG _____
 - LEG _____
 - LIN _____
 - OPC _____
 - RCH _____
 - SEC 1
 - WAS _____
 - OTH _____
- Enclosure
cc: Bobbie Reyes
Division of Water and Wastewater

DOCUMENT NUMBER - DATE
11031 OCT 27 97
FPSC-RECORDS/REPORTING

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made by and between Sun Trust Bank, Nature Coast, in Citrus County (the Bank), the Florida Public Service Commission (FLORIDA PUBLIC SERVICE COMMISSION), and RHV UTILITY, INC., (the Utility), a Florida corporation, upon the following terms, conditions, and considerations:

WITNESSETH:

WHEREAS, by Order No. PSC-97-0854-FOF-SU, issued July 16, 1997, the FLORIDA PUBLIC SERVICE COMMISSION authorized the Utility to continue to collect increased revenue associated with the completion of pro forma, and WHEREAS the Bank has agreed to hold such funds in an interest bearing escrow account at an interest rate of 1.49%, the parties hereto agree as follows:

- 1. The foregoing representations are true and correct.**
- 2. The Utility shall open a joint interest bearing escrow account. The amount of revenue subject to refund shall be deposited by the Utility in the escrow account within seven days of receipt.**
- 3. The escrow account shall bear interest at the rate of 1.49%.**
- 4. The FLORIDA PUBLIC SERVICE COMMISSION's Director of the Division of Records and Reporting shall be a signatory to the escrow account.**
- 5. Pursuant to Order No. Psc-97-0854-FOF-SU, the utility shall not withdraw any funds from the escrow account without prior approval of the Florida Public Service Commission staff who will have confirmed the completion of the approved pro forma additions. No funds shall be withdrawn from the escrow account without the signature of the Director of the Division of Records and Reporting of the FLORIDA PUBLIC SERVICE COMMISSION and the Utility. Signature cards executed by the Director of the Division of Records and Reporting of the FLORIDA PUBLIC SERVICE COMMISSION and the Utility shall designate the appropriate authorized signature for each.**
- 6. The Bank shall forward regular monthly statements (including canceled checks) to the utility and shall mail a copy of the monthly account statement to the FLORIDA PUBLIC SERVICE COMMISSION.**

7. If a refund to the customers is required, all interest earned by the escrow account shall be distributed to those customers who paid such monies that generated the deposits into the escrow account.
8. If a refund to the customers is not required, the interest earned by the escrow account shall revert to the utility.
9. The Bank may, without reason, withdraw from this Agreement upon thirty (30) days written notice to the FLORIDA PUBLIC SERVICE COMMISSION and to the Utility.
10. 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).
11. This escrow account is established pursuant to FLORIDA PUBLIC SERVICE COMMISSION Order No. PSC-97-0854-FOF-SU, issued July 16, 1997. This escrow account is for the benefit of the Utility's customers.
12. Information concerning the escrow account shall be available from the Bank to the FLORIDA PUBLIC SERVICE COMMISSION and its representatives at all times.
13. This escrow account is established by the direction of the Florida Public Service Commission for the purpose(s) 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 AGREEMENT shall become effective and binding on all parties upon the date that it becomes executed by all parties.

State of Florida
Citrus County

R H V Utility, Inc.
By: Henry F. Striegl
Henry Striegl, President
Date 9/26/97

2)

Sun Trust Bank, Nature Coast
Name of Bank
By: Denise Fitzpatrick / Loan Officer
Persons Name and Title
Date 9/26/97

Notary Public: Sue A Schulze
Commission #: Sue A Schulze

Place Seal Here:



Sue A Schulze
My Commission CC581e73
Expires Sep. 02, 2000

Both Henry Striegl and Denise Fitzpatrick are personally known to me. 3)

Florida Public Service Commission
By: Blanca S. Bayo
Director, Division of Records and Reporting

Notary Public: Blanca S. Bayo
Commission #: CC 406 296

Place Seal Here:



H. RUTHE POTAM
MY COMMISSION # CC406296 EXPIRES
September 11, 1998
BONDED THRU TROY PAW INSURANCE, INC

From: Kay Flynn
To: Bobbie Reyes
Subject: fwd: 961220-WS

Monday!

-----NOTE-----10/23/97--9:42am-----

Bobbie, have you had a chance to review the escrow agreement submitted by RHV in this docket? Kay

Fwd-by:=-Bobbie-Reyes--10/23/97--9:54am=
Fwd to: Kay Flynn

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I reviewed it yesterday afternoon, and I believe everything's OK now for Blanca to sign. You have the original, don't you?

Fwd-by:=-Kay-Flynn-----
Fwd to: Bobbie Reyes

.....
Yes. I was just waiting for your blessing. Thanks!

Confirm receipt

From: Kay Flynn
To: Bobbie Reyes
Subject: 961220

====NOTE====
CC: Linda Williams
.....

Bobbie, we received an escrow agreement today from RHV Utility (I believe as a replacement for the one they submitted earlier). I will put a copy in the interoffice mail to you. Please review it and advise if it is okay for Blanca to sign. Thanks. Kay

I meant to mention: I will be out of the office on Friday, and will handle this on Monday or as soon as I hear from you.
