

STATE OF FLORIDA



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Public Service Commission

ORIGINAL

November 9, 2005

Ms. Valerie Lord
Rose, Sundstrom, and Bentley
Sanlando Center
2180 West State Road 434
Suite 2118
Longwood, Florida 32779

Re: Docket No. 050281-WS - Plantation Bay Utility Company escrow agreement

Dear Ms. Lord::

Enclosed is the original escrow agreement between Wachovia Bank, the Commission, and Plantation Bay Utility Company. The agreement has been signed by Blanca S. Bayó, the Commission's designated agent for such matters.

Please call me if you have any questions concerning this matter.

Sincerely,

Kay Flynn, Chief
Bureau of Records

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____ Enclosure
- RCA _____ cc: Rosanne Gervasi, Esq., GCL
- SCR _____ Bart Fletcher, ECR
- SGA _____ Troy Rendell, ECR
- SEC 1
- OTH _____

DOCUMENT NUMBER - DATE

10822 NOV -9 05

FPSC - COMMISSION CLERK

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (*Agreement*) is made by and between Wachovia Bank, N.A. (*Bank*), the Florida Public Service Commission (*FPSC*), and Plantation Bay Utility Company (*Utility*).

RECITALS

WHEREAS, in Docket No. 050281-WS, the FPSC authorized the Utility to collect increased wastewater rates on an interim basis from its customers, and;

WHEREAS, the Utility is required to provide security for the excess of the interim rates over the final authorized rates in the event that a refund should become necessary, and;

WHEREAS the Bank has agreed to hold such funds in an interest bearing account.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set out below, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein for all purposes.
2. The Utility shall open a joint interest bearing escrow account in the names of the Utility and the FPSC, into which it shall deposit \$17,841 monthly.
3. The escrow account shall bear interest at the rate of .85% APY(tiered based on balance).
4. Bank shall disburse the funds only when authorized by Order of the FPSC issued in Docket No. 050281-WS.
5. The Bank shall forward regular monthly statements (including canceled checks) to the Utility and the FPSC.
6. The Bank may, without reason, withdraw from this Agreement upon thirty (30) days written notice to the FPSC and to the Utility.
7. 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) arising from its proper performance of this Agreement.
8. This escrow account is established for the benefit of the Utility's customers.
9. The Bank shall ensure that information concerning the escrow account is available to the FPSC and its representatives at all times.
10. Pursuant to Consentino v. Elson, 263 So.2d 253 (Fla. 3rd DCA 1972), escrow accounts are not subject to garnishment.

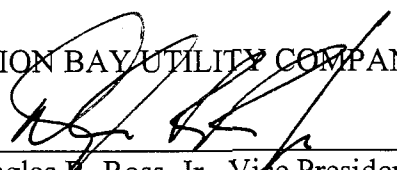
11. This Agreement is effective and binding upon all parties as of the later to occur of October 4, 2005, or the date that it is executed by all parties.

Executed by the parties as of the dates set forth opposite their names.

Date: 10/26/05

PLANTATION BAY UTILITY COMPANY

By:




Douglas R. Ross, Jr., Vice President

Date: 10/17/2005

WACHOVIA BANK, N.A.

By:



Vicki W. Conklin, Assistant Vice President

Date: 11/9/05

FLORIDA PUBLIC SERVICE COMMISSION

By:



Blanca Bayo, Director, Commission Clerk and
Administrative Services