

ORIGINAL

STATE OF FLORIDA



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ADMINISTRATIVE SERVICES  
BLANCA S. BAYÓ  
DIRECTOR  
(850) 413-6770 (CLERK)  
(850) 413-6330 (ADMIN)

Public Service Commission

September 12, 2006

06 SEP 12 PM 2:07

RECEIVED-FPSC

COMMISSION  
CLERK

D. Bruce May, Jr.  
Holland & Knight LLP  
315 South Calhoun Street  
Tallahassee, FL 32301

Re: Docket No. 050595-WS - Application for certificates to provide water and wastewater service in Polk County by Four Points Utility Corporation.

Dear Mr. May:

Enclosed is the original Escrow Agreement made between CenterState Bank of Florida, N.A., the Florida Public Service Commission, and Four Points Utility Corporation. The agreement has been signed by Blanca S. Bayó, the Commission's designated agent for such matters, and is being returned to you for submission to CenterState Bank.

Please call if you require further assistance.

Sincerely,

Blanca S. Bayó

- CMP \_\_\_\_\_
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
- ECR \_\_\_\_\_
- GCL \_\_\_\_\_
- OPC \_\_\_\_\_
- RCA \_\_\_\_\_
- SCR \_\_\_\_\_
- SGA \_\_\_\_\_
- SEC   1
- OTH \_\_\_\_\_

Enclosure  
cc: Rosanne Gervasi, Office of the General Counsel

DOCUMENT NUMBER-DATE

08303 SEP 12 06

FPSC-COMMISSION CLERK

**Kay Flynn**

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**From:** Rosanne Gervasi  
**Sent:** Monday, September 11, 2006 9:23 AM  
**To:** Kay Flynn  
**Cc:** Patti Daniel; Cheryl Johnson; Tom Walden  
**Subject:** RE: Four Points Utility Corporation - Docket No. 050595-WS

ok.

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**From:** Kay Flynn  
**Sent:** Friday, September 08, 2006 6:33 PM  
**To:** Rosanne Gervasi  
**Cc:** Kimberley Pena; Hong Wang; Blanca Bayo  
**Subject:** RE: Four Points Utility Corporation - Docket No. 050595-WS

Rosanne, just fyi, Blanca is out on Monday, so it will be Tuesday before we can get this signed and returned.

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**From:** Rosanne Gervasi  
**Sent:** Friday, September 08, 2006 3:56 PM  
**To:** Kay Flynn  
**Subject:** RE: Four Points Utility Corporation - Docket No. 050595-WS

thanks Kay.

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**From:** Kay Flynn  
**Sent:** Friday, September 08, 2006 3:53 PM  
**To:** Rosanne Gervasi  
**Cc:** Hong Wang; Blanca Bayo  
**Subject:** FW: Four Points Utility Corporation - Docket No. 050595-WS

Rosanne, thank you.

Hong will handle this on Monday in my absence.

Kay

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**From:** Rosanne Gervasi  
**Sent:** Friday, September 08, 2006 3:52 PM  
**To:** Kay Flynn  
**Cc:** Patti Daniel; Cheryl Johnson; Tom Walden  
**Subject:** FW: Four Points Utility Corporation - Docket No. 050595-WS

**The attached escrow agreement will be overnighted to CCA tonight. We should receive it on Monday. I have reviewed it and have determined that it conforms to the Commission's order and will therefore be ready for Blanca's signature when we receive it on Monday.**

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**From:** bruce.may@hklaw.com [mailto:bruce.may@hklaw.com]  
**Sent:** Friday, September 08, 2006 3:24 PM  
**To:** Rosanne Gervasi

9/13/2006

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made by and between CenterState Bank of Florida, N.A. (the Bank), the Florida Public Service Commission (FPSC) and Four Points Utility Corporation (the Utility), a Florida corporation, upon the following terms, conditions, and considerations:

### WITNESSETH:

WHEREAS, by Order No. PSC-06-0753-SC-WS, issued September 6, 2006, the FPSC authorized the Utility to continue to collect increased rates as temporary rates and WHEREAS, by Order No. PSC-06-0753-SC-WS, the Utility is required to provide security for those temporary rates that generate per customer collections in excess of those collections resulting from the application rates approved effective July 18, 2006, and WHEREAS the Bank has agreed to hold such funds in an interest bearing escrow account at an interest rate of 1.24 %, the parties here to 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 1.24 %
4. The FPSC's Director of the Commission Clerk and Administrative Services shall be a signatory to the escrow account.
5. No funds shall be withdrawn from the escrow account without the signature of both the Director of the Division of the Commission Clerk and Administrative Services of the FPSC and the Utility. Signature cards executed by the Director of the Division of the Commission Clerk and Administrative Services of the FPSC and the Utility shall designate the appropriate authorized signature for each.
6. The Bank shall forward regular monthly statements (including cancelled checks) to the utility and shall mail a copy of the monthly statement account statement to the FPSC.
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 FPSC 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 FPSC Order No. PSC-06-0753-SC-WS, issued September 6, 2006. This escrow account is for the benefit of the Utility's customers.
12. The information concerning the escrow account shall be available from the Bank to the FPSC and its representative 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. 3<sup>rd</sup> DCA 1972), escrow accounts are not subject to garnishment.

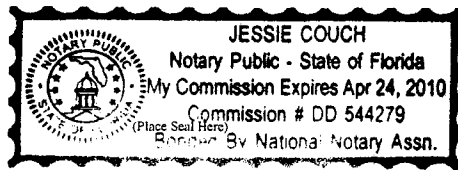
THIS AGREEMENT shall become effective and binding upon all parties upon the date that it becomes executed by all parties.

1.) FOUR POINTS UTILITY CORPORATION  
Name of Utility  
By: [Signature]  
Person's Name and Title - DIRECTOR  
9/9/06  
Date

2.) CENTERSTATE BANK OF FLORIDA, N.A.  
Name of Bank  
By: Mark Hill MARK HILL, AVP  
Person's Name and Title  
9-8-06  
Date

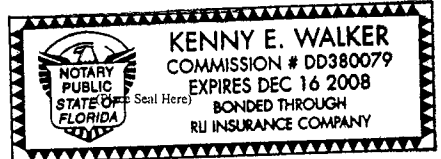
3.) Florida Public Service Commission  
By: [Signature]  
Director  
Division of The Commission Clerk's of Administrative Services  
9/12/2006  
Date

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2006 by Mark Hill, who is personally known to me or who has produced \_\_\_\_\_ as identification and did/did not take an oath.



[Signature]  
(Signature of Person Taking Acknowledgement)  
Jessie Couch  
(Name of Acknowledger Typed, Printed or Stamped)

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of SEPTEMBER, 2006 by David Meadows, who is personally known to me or who has produced \_\_\_\_\_ as identification and did/did not take an oath.



[Signature]  
(Signature of Person Taking Acknowledgement)  
KENNY E. WALKER  
(Name of Acknowledger Typed, Printed or Stamped)

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2006 by Blanca Bayo, who is personally known to me or who has produced \_\_\_\_\_ as identification and did/did not take an oath.



[Signature]  
(Signature of Person Taking Acknowledgement)  
Jane Faurot  
(Name of Acknowledger Typed, Printed or Stamped)