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April 7, 2003

Ms. Blanca Bayo
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED: FPSC
03 APR 11 AM 9:58
COMMISSION
CLERK

Re: Filing Developer Agreement on behalf of Southlake Utilities, Inc.

Dear Ms. Bayo:

Pursuant to Rule 25-30.550, Florida Administrative Code, OTH Consultants, LLC, on behalf of Southlake Utilities, Inc. ("Southlake"), hereby files with the Florida Public Service Commission ("Commission") the following developer agreement:

Brannen Development Co.
(Advance Discount Auto)

Brannen Development Co. has reserved 0.38 ERC for water capacity and 0.44 ERC for wastewater capacity. In addition, they have also reserved 1.0 ERC of water capacity for landscape irrigation.

Southlake Water Treatment Plant has a capacity of 1.072 MGD and the current 3 month average daily flow is 0.835 MGD. Southlake Wastewater Treatment Plant has a capacity of 0.600 MGD and the current 3 month average daily flow is 0.432.

Southlake already has filed a replacement tariff with the Commission. Unlike its previous tariff, the new tariff will not include a standard developer agreement in the service availability policy section of the tariff. The enclosed developer agreement is not based upon the old developer agreement, but upon the replacement tariff and the Commission's orders changing Southlake's service availability charges, including changes to plant capacity charges and Allowance for Funds Prudently Invested Charges.

Please call me at (352) 636-8072 if you have any questions.

Sincerely,

Randall W. Corbin
New Business Manager

- AUS _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- GPC _____
- MMS _____
- SEC _____
- OTH _____

Copy: Developer File
all originals forwarded to ECR.

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

WATER AND WASTEWATER AGREEMENT

BRANNEN DEVELOPMENT CO. 2341 DEFOORS FERRY ROAD ATLANTA, GEORGIA 30318
Applicant Address

BRANNEN DEVELOPMENT CO., whose address is 2341 Defoors Ferry Road – Atlanta, Georgia 30318, hereinafter referred to as "Applicant," hereby requests water and wastewater utility service from SOUTHLAKE UTILITIES, INC., and agrees to abide by the following terms and conditions:

1. SOUTHLAKE UTILITIES, INC., whose address is 11654 Crossings Boulevard, Suite 2 – Clermont, Florida 34711, hereinafter referred to as "Service Company," shall supply water and wastewater service at the premises noted herein and Applicant promises to purchase water and wastewater utility service and pay Service Company therefore in accordance with Service Company's schedule of rates which shall from time to time be legally in effect and applicable to the service applied for, and to conform to and abide by Service Company's rules and regulations in force relating to such service approved by the Florida Public Service Commission.

2. Service to be provided under this Agreement is limited to: One (1) commercial building to be known as Advance Discount Auto, located at US Highway 27 and Commerce Plaza Drive - Clermont, Florida 34711.

3. On the date of execution of this Agreement, Applicant shall pay to Service Company the contribution to utility plant and water meter(s) as then approved by the Florida Public Service Commission in Service Company's Tariff.

- a) Building Service: Applicant is reserving 0.38 (350 Gallons Per Day) Equivalent Residential Connections ("ERC's") for water service for \$433.00 per ERC, a total of \$164.54;
- b) Building Service: Applicant is reserving 0.44 (300 Gallons Per Day) ERC's for wastewater service for \$970.00 per ERC, a total of \$430.03.
- c) Irrigation Service: Applicant is reserving 1.0 (350 Gallons Per Day) Equivalent Residential Connections ("ERC's") for water service for \$433.00 per ERC, a total of \$433.00;

Any additional connections to this system will require Service Company's prior approval and payment of additional connection fees in the amount approved by appropriate regulatory agencies at that time.

- d) Building Meter: Applicant requires one (1) 5/8 x 3/4 inch meter for a meter fee of \$130.00
- e) Irrigation Meter: Applicant requires one (1) 1 1/2" meter for a meter fee of \$291.50
- f) Deposit for Building Meter: One (1) 5/8 x 3/4" meter Water \$35.00/Wastewater \$35.00 \$70.00
- g) Deposit for Irrigation Meter: One (1) 1 1/2" inch meter \$155.00
- h) Connection Fee: Two (2) metered account at \$15.00 each \$30.00

TOTAL CHARGES AND FEES DUE UPON EXECUTION OF THIS AGREEMENT (Items 3a---3h) \$1,704.07

4. This Agreement shall inure to and be binding upon the successors and/or assigns of the parties hereto.

5. Service Company's obligations under this Agreement are contingent upon the Applicant obtaining approvals from all concerned governmental agencies. Applicant hereby assumes the risk of loss as a result of the denial or withdrawal of approval of any concerned governmental agency

6. Applicant shall remain liable and responsible for making payment to Service Company for all water and wastewater utility services provided hereunder until Applicant's successor or assigns shall make a separate application for service as a new customer and is accepted as a new customer by Service Company.

7. Applicant shall give Service Company written notice that Applicant is connecting his water and wastewater system to the Service Company's water and wastewater system no less than one (1) day prior to said connection for inspection.

8. Water and wastewater service rendered under this Service Agreement shall be in accordance with Service Company's Service Availability Policy approved by the Florida Public Service Commission.

9. Wastewater discharges into the Service Company's wastewater collection system shall at all time be in compliance with local, State and Federal Regulations. Service Company may prohibit certain discharges into the wastewater collection system and may require pretreatment before discharging such wastewater into the wastewater collection system.

(a) Water from air condensation cooling coils will not be allowed to be drained into the wastewater collection system. Water of this type is to be drained into storm drains or holding ponds.

(b) Separate water meters and service lines are required if wastewater charges are to be eliminated from air conditioning cooling water. At no time will deduct meters or sub-metering be allowed to eliminated wastewater charges.

(c) An approved backflow prevention device shall be installed by the Applicant on the customer side of each water meter. The backflow preventor shall be owned and maintained by the Applicant, his successors or assigns and shall be accessible at all times to the Service Company for inspection.

10. In the event work on the Applicant's Property is not commenced within one hundred eighty (180) calendar days of the date of this Contract, or if work when commenced is suspended, abandoned or not in active progress at any time for a period of one hundred eighty (180) calendar days, then any obligations or duties or refunds of the Service Company arising out of or prescribed by this Contract shall be null and void and unenforceable.

11. Service Company shall have the right to refuse to provide service to any lot or building until Applicant complies with all of the terms and conditions of this Agreement.

Dated this 25th day of MARCH, 2003.

Witnesses to Applicant

BRANNEN DEVELOPMENT CO.

Kevin J Casey
KEVIN J CASEY
Printed

By:

Arthur O. Brannen
Signature
It's Owner

Bobbi Harman
Bobbi Harman
Printed

"APPLICANT"

Witnesses to Service Company

By: SOUTHLAKE UTILITIES, INC.

Randall W. Corbin
RANDALL W. CORBIN
Printed

[Signature]
Signature
It's President

Kim Kitchen
KIM KITCHEN
Printed

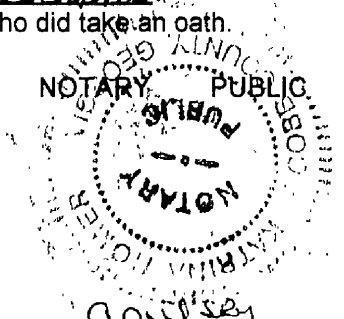
"SERVICE COMPANY"

STATE OF GEORGIA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 25th day of March, 2003, by Arthur O. Brannen of Brannen Development. He who is personally known to me or who has produced a driver's license as identification and who did take an oath.

Katrina Homer

My Commission Expires: 9-25-2006



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 2nd day of March, 2003, by Jeffrey Cagan - President, of Southlake Utilities, Inc., on behalf of the corporation. He who is personally known to me or who has produced a driver's license as identification and who did take an oath.

Susan Renee Young

NOTARY PUBLIC

My Commission Expires: 11/2/2007