

ORIGINAL



June 12, 2003

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

RECEIVED - FPSC  
JUN 16 AM 11:26  
COMMISSION  
CLERK

Re: Filing Developer Agreement for Southlake Utilities, Inc.

Dear Ms. Bayo:

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

Florida Tire, Inc. (Goodyear Tire Store)

Florida Tire, Inc. has reserved 1.00 ERC or 0.000350 MGD for domestic water capacity and 1.00 ERC or 0.000300 MGD for wastewater capacity.

Southlake Water Treatment Plant has a capacity of 2.910 MGD and the current 3 month average daily flow is 0.901 MGD. Southlake Wastewater Treatment Plant has a capacity of 0.600 MGD and the current 3 month average daily flow is 0.453 MGD.

Southlake has filed a replacement tariff with the Commission. Unlike its previous tariff, the new tariff does 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

Copy: Developer File

- AUS \_\_\_\_\_
- CAF \_\_\_\_\_
- CMP \_\_\_\_\_
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
- ECR MI \_\_\_\_\_
- SCL \_\_\_\_\_
- DPC \_\_\_\_\_
- WMS \_\_\_\_\_
- SEC \_\_\_\_\_
- DTH \_\_\_\_\_

DOCUMENT NUMBER DATE

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FPSC-COMMISSION CLERK

**ORIGINAL**  
**WATER AND WASTEWATER AGREEMENT**

FLORIDA TIRE, INC.  
Applicant

3502-D OLD WINTER GARDEN ROAD ORLANDO, FLORIDA 32805  
Address

FLORIDA TIRE, INC. a Florida Corporation, whose address is 3502-D Old Winter Garden Road, Orlando, Florida 32805, 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: 1 commercial building located at 1417 Sunrise 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 1.00 (350 Gallons Per Day) Equivalent Residential Connections ("ERC's") for water service for \$433.00 per ERC, a total of \$433.00.

b) Building Service: Applicant is reserving 1.00 (300 Gallons Per Day) ERC's for wastewater service for \$970.00 per ERC, a total of \$970.00.

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.

c) Applicant requires one (1) 5/8 inch meter for a meter fee of \$130.00.

d) Deposit for building meter—(1) 5/8 inch meter Water \$35.00 / Wastewater \$35.00—Total \$70.00.

e) Connection fee two (1) metered accounts at \$15.00 each – Total \$15.00

TOTAL CHARGES AND FEES DUE UPON EXECUTION OF THIS AGREEMENT (Items 3a—3e) \$1,618.00

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.

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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 6<sup>TH</sup> day of June, 2003.

Witnesses to Applicant

[Signature]  
Timothy J. Smith  
Printed

[Signature]  
DAVID C. ROSS SR.  
Printed

By: FLORIDA TIRE, INC.

[Signature]  
Signature  
It's President

"APPLICANT"

Witnesses to Service Company

[Signature]  
RANDALL W. CORBIN  
Printed

[Signature]  
Kim KITCHEN  
Printed

By: SOUTHLAKE UTILITIES, INC.

[Signature] 6-12-03  
Signature  
It's President

"SERVICE COMPANY"

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2003, by Douglas R. Bolt of Florida Tire, Inc. He who is personally known to me or who has produced a driver's license as identification and who did take an oath.

Susan T. Smith

NOTARY PUBLIC

My Commission Expires: 3-2-04



Susan T Smith  
My Commission CC#15244  
Expires March 02, 2004

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 12 day of June, 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.

Nancy A. McDonald

NOTARY PUBLIC

My Commission Expires: 1-28-06



Nancy A. McDonald  
MY COMMISSION # DD084674 EXPIRES  
January 28, 2006  
BONDED THRU TROY FAIN INSURANCE, INC