



16554 Cagan Crossings Boulevard - Suite No. 2
Clermont, Florida 34714

DISTRIBUTION CENTER
07 JUL 23 PM 7:15

July 17, 2007

Ms. Ann Cole
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

ORIGINAL

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RECEIVED-FPSC
07 JUL 23 AM 9:46
COMMISSION CLERK

Re: Filing Service Agreement for Southlake Utilities, Inc.

Dear Ms. Cole:

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

Anytime Fitness
at Cagan's Town Center

Anytime Fitness has reserved 1.13 ERC's or 0.000394 MGD for domestic water capacity and 1.31 ERC's or 0.000394 MGD for wastewater capacity.

Southlake Water Treatment Plant has a capacity of 2.916 MGD and the current 3 month average daily flow is 1.820 MGD. Southlake Wastewater Treatment Plant has a capacity of 1.115 MGD AADF and the current 3 month average daily flow is 0.691 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
Manager

Copy: Project File

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

DOCUMENT NUMBER-DATE

06212 JUL 23 5

FPSC-COMMISSION CLERK

ORIGINAL

WATER AND WASTEWATER AGREEMENT

APPLICANT: ANYTIME FITNESS

MAILING ADDRESS: 532 Cagan Park Avenue, Suite 201 – Clermont, FL 34714

PHONE NO. 352-394-3339

ANYTIME FITNESS, whose address is, 532 Cagan Park Avenue, Suite 201 – Clermont, FL 34714 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 Cagan Crossings Boulevard, Suite 2 – Clermont, Florida 34714, 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: Three (3) retail spaces in Cagan Crossings Town Center located at 532 Cagan Park Avenue, Clermont, Florida 34714, Units No. 201, 202 and 203 for a total of 3,642 SF building space.

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

- a) Building Water Service: Applicant is reserving 1.13 (364 Gallons per Day) Equivalent Residential Connections ("ERC's") for water service for \$433.00 per ERC, a total of \$487.68
- b) Building Wastewater Service: Applicant is reserving 1.31 (364 Gallons per Day) ERC's for wastewater service for \$970.00 per ERC, a total of \$1,274.58.
- c) Building meters - Applicant requires one (1) 5/8" X 3/4" meter at \$130.00 each for a meter fee of \$130.00
- d) Deposit - Building meters – (1) 5/8" X 3/4" - Water \$35.00 ea. / Wastewater \$35.00 ea. – Total \$70.00
- e) Connection fee - Building meter - One (1) metered account at \$15.00 each – Total \$15.00.

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

TOTAL CHARGES AND FEES DUE UPON EXECUTION OF THIS AGREEMENT (Items 3a–3e) \$1,977.26

DOCUMENT NUMBER-DATE

06212 JUL 23 5

FPSC-COMMISSION CLERK

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. Applicant is responsible for performing an annual test on the approved backflow device with a copy of the test results sent to Service Company. Upon final notification to Applicant of non-compliance of required installation and/or testing of the backflow prevention device, Service Company shall have the right to disconnect service until compliance is met and charge a fee for reconnecting service.
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 _____ day of _____, 2007.

Witnesses to Applicant

Jeffrey A Dry
Jeffrey A Dry

Printed

Debbie Wallace

Debbie Wallace
Printed

By: ANYTIME FITNESS

[Signature]

Signature

It's

President
"APPLICANT"

Witnesses to Service Company

Shireen Green

SHIREEN GREEN
Printed

Michelle Miller

Michelle Miller
Printed

By: SOUTHLAKE UTILITIES, INC.

[Signature]

Signature

It's President
"SERVICE COMPANY"

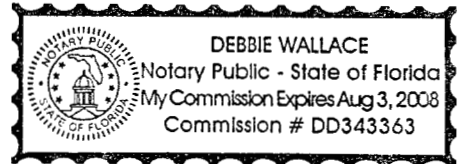
STATE OF FLORIDA
COUNTY OF LAKE PAIK

The foregoing instrument was acknowledged before me this 6 day of July, 2007, by Scott Johnson, of Anytime Fitness. He who is personally known to me or who has produced a driver's license as identification and who did take an oath.

Debbie Wallace

NOTARY PUBLIC

My Commission Expires: 8-3-08



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 16 day of July, 2007, by JEFF GADIN - 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.

Jeff Gadin

NOTARY PUBLIC

My Commission Expires: 6-11-2010

