

BONITA SPRINGS UTILITIES, INC.

WASTEWATER TARIFF

BONITA SPRINGS UTILITIES, INC.

11900 East Terry Street

Bonita Springs, Florida 34135

(239) 992-0711

(Effective September 2, 2016)

WASTEWATER TARIFF

TABLE OF CONTENTS

	<u>Page Number</u>
Territory Served .....	3
Technical Terms and Abbreviations.....	4
Index of Rules and Regulations .....	6
Rules and Regulations .....	8
Rate Schedules .....	15
Miscellaneous Service Charges.....	20
Service Availability Policy .....	22

TERRITORY SERVED

That territory set forth in the Bonita Springs Utilities, Inc. Franchise Agreement By, Between and Among Bonita Springs Utilities, Inc., the City of Bonita Springs, and Lee County, Florida, and on file at the Company's office.

## TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "ANC" - Fee for Aid to New Construction.
- 2.0 "ASSISTED LIVING FACILITY" - An institutional class of customer licensed by the State of Florida, Agency for Health Care Administration pursuant to Chapter 400, Florida Statutes.
- 3.0 "COMPANY" - Bonita Springs Utilities, Inc., a Florida Not-For-Profit Corporation.
- 3.1 "CITY" - Refers to the City of Bonita Springs, a political subdivision of the State of Florida.
- 4.0 "CONNECTION FEE" - Charge for labor and facilities necessary for connection to lines of Company.
- 5.0 "CONSUMER OR CUSTOMER" - Any person, firm, association, corporation, governmental agency or similar organization, supplied with wastewater service by the Company.
- 6.0 "CONSUMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the Consumer under lease or other agreement.
- 7.0 "COUNTY" - refers to Lee County, a political subdivision of the State of Florida.
- 8.0 "EQUIVALENT RESIDENTIAL CONNECTION" ("ERC") - A measure of the average daily flow for a single residential unit which is a factor used to calculate a given average daily flow for non-single family residence uses.
- 9.0 "FRANCHISE" - The franchise granted by the City and County to the Company.
- 10.0 "MAIN" - Shall refer to a pipe, conduit, or other facility installed to convey wastewater service to individual service lines or to other mains.
- 11.0 "MEMBER" - The holder of a member account with the Company, which may be a Member-Owner or a Member-Tenant.

- 11.1 "MEMBER-OWNER" – A Member who holds a direct ownership interest in the property where the Company is providing Service.
- 11.2 "MEMBER-TENANT" – A Member who does not hold a direct ownership interest in the property where the Company is providing service, but who occupies an individually metered premises and who accepts responsibility for service and payment obligations on a temporary basis in lieu of the Member-Owner.
- 12.0 "MIXED MASTER" - Refers to a class of service where one meter serves customers utilizing different classes of service.
- 13.0 "MULTI-FAMILY UNIT" - Refers to a class of service where one meter serves more than three residential units such as apartments, condominiums, mobile homes, or combinations thereof.
- 14.0 "POINT OF DELIVERY" - The point where the Company's pipes are connected with pipes of the Consumer, which is typically the property, right-of-way or easement line.
- 15.0 "POLLUTANT" – Any substance identified as a prohibited discharge pursuant to Section 62-625.400, Florida Administrative Code, or its successor law.
- 15.0 "RATE SCHEDULE" - Refers to rates or charges for a particular classification of service, which rates or charges are subject to change from time to time by approval of the City Council.
- 16.0 "SERVICE" or "WASTEWATER SERVICE" - All wastewater service required by the Consumer, as well as the readiness and ability on the part of the Company to furnish wastewater service to the Consumer. Thus, the maintenance by the Company of the availability of service at the point of delivery upon request shall constitute the rendering of wastewater service, irrespective of whether Consumer makes any use thereof.
- 17.0 "SERVICE LINES" - The pipes of the Company which are connected from the Mains to Point of Delivery.

## INDEX OF RULES AND REGULATIONS

<u>Rule Number</u>	<u>Page Number</u>
1.0	General Information ..... 9
2.0	Service Application ..... 9
3.0	Withholding Service ..... 9
4.0	Extensions ..... 9
5.0	Limitations of Use..... 9
6.0	Continuity of Service ..... 10
7.0	Termination of Use ..... 10
8.0	Type and Maintenance ..... 10
9.0	Change of Customer's Installation ..... 10
10.0	Inspection of Customer's Installation..... 10
11.0	Protection of Company's Property..... 11
12.0	Access to Premises ..... 11
13.0	Right of Way or Easements..... 11
14.0	Billing Periods ..... 11
15.0	Disconnection for Non-Payment..... 11
16.0	Payment of Water and Wastewater Service Bills Concurrently..... 11
17.0	Returned Checks ..... 12
18.0	Change of Occupancy ..... 12
19.0	Unauthorized Connections ..... 13
20.0	Adjustment of Bills..... 13
21.0	Evidence of Consumption ..... 13
22.0	Service Deposit ..... 14
23.0	Tampering ..... 15
24.0	Rate Schedules ..... 15
25.0	Normal Reconnection Charge ..... 21
26.0	Violation Reconnection Charge ..... 21

27.0	Reimbursements for Extra Expenses .....	21
28.0	Transfer Fees .....	21
29.0	Miscellaneous Service Charges .....	21
29.1	Reclaimed Water Rate.....	22

SERVICE AVAILABILITY POLICY

30.0	Purpose.....	23
31.0	Applicability.....	23
32.0	Agreement for Service.....	23
33.0	Applications by Agents .....	23
34.0	Applications for Building Permit .....	23
35.0	Non-Transferability.....	23
36.0	Letters of Availability .....	23
37.0	Service Availability Payments .....	24
38.0	ANC Fees .....	24
39.0	Connection/Meter Installation Fee.....	25
40.0	Capacity Reservation Fees.....	25
41.0	Contribution of Lines.....	25
42.0	Obligations of Developer.....	26
43.0	Miscellaneous Construction Provisions.....	26
44.0	Service to Existing Subdivisions .....	26
45.0	Special Service Charge to Imperial Harbor Subdivision .....	26
45.1	Special Service Charge to Former Hacienda Customers.....	27
45.2	Special Service Charge to Spring Creek Village Subdivision .....	27
45.3	Special Service Charge to Bonita Springs Golf & Country Club .....	28
45.4	Special Service Charge to the Fountain Lakes and Marsh Landing Communities.....	28
45.5	Special Service Charge to the Villages in Imperial Bonita Estates.....	29
45.6	Special Service Charge to Forest Mere and Spring Lakes Subdivisions .....	29
46.0	Service to Gravity Expansion Areas.....	30
47.0	Quality of Wastewater .....	30
48.0	Refundable Advances .....	31
49.0	Wastewater Reuse .....	31
50.0	Allocation of Capacity .....	32



## RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for wastewater service unless such court order or decision shall so direct.

- 2.0 SERVICE APPLICATION – As a condition of Wastewater Service, Service Company may require an application for Service, government-issued photo identification (i.e. identification card, driver's license or passport), proof of ownership or occupancy and payment of a connection or transfer fee and deposit. The conditions of such application are binding upon the customer and the Company. A copy of the application for wastewater service accepted by the Company will be furnished to the Customer upon request. The Customer shall furnish to the Company the correct name, street address and lot and block number of the property at which service is to be rendered.

- 3.0 WITHHOLDING SERVICE - The Company may withhold or discontinue service rendered upon application made by any member or agent of a household, organization or business unless all prior indebtedness to the Company of such member, household, organization or business for service has been paid in full. Service may also be discontinued for any violation made by the Consumer of any rule or regulation set forth in this Tariff. The Member-Owner shall be responsible for any Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time, due on rental property in the event of nonpayment by the Member-Tenant. In the event the Member-Owner fails to pay the Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time when due on rental property, such nonpayment may be enforced at the rental property, including through disconnection of service.

- 4.0 EXTENSIONS - The Company will extend service in accordance with the Service Availability Policy set forth herein.

- 5.0 LIMITATIONS OF USE - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use, shall be collected directly into the Company's main wastewater lines, and may not be submetered, resold or otherwise disposed of to lessees, tenants, or others unless: (i) Company elects not to individually meter; (ii) customer provides 60 days prior written notice to Company; (iii) customer collects a rate or charge which does not exceed the actual purchase price for wastewater service paid to the Company; (iv) except in the case of a condominium association, customer retains ownership of the property served; and, (v) customer complies with all other technical and policy requirements of the Company. In no case shall a customer extend his lines across

a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale or disposition of service, the customer's wastewater service will be subject to discontinuance until such unauthorized extension, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing and inspections.

- 6.0 CONTINUITY OF SERVICE - The Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, breakdowns, shutdowns for emergencies, repairs or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God, discontinuation of service for non-payment or as otherwise provided herein, or other causes beyond its control.
- 7.0 TERMINATION OF SERVICE - At Member-Owner's written request, Company will terminate service to a property on a specified date. Termination is the permanent end of service to a particular location and shall be distinguished from a discontinuation of service which is temporary in nature as in the case of a rental occupancy or a seasonal customer. In the event of a termination of service, Member-Owner will no longer be responsible for payment for service to the property. However, such termination of service shall result in the forfeiture of all fees paid (including, but not limited to ANC Fees). Any subsequent request for service to the same location must be accompanied by payment of all rates and charges then in effect.
- 8.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company, and shall comply with all governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. Customer agrees to keep such facilities in good repair, to promptly stop all infiltration and inflow on the premises. The customer expressly agrees not to introduce anything into the collection system which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus, equipment, or Point of Delivery.
- 9.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any charge resulting from a violation of this Rule. Upon increasing the size of a water meter, the customer shall be charged for the increase in wastewater ANC Fees and Deposits, as stated in Rate Schedule.

- 10.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company. Notwithstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.
- 11.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the customer or customer's agents including, but not limited to, contractors, repairmen, landscape maintenance crews or other entities, the customer shall be responsible for paying the Company the cost of such loss or repairing such damage. It shall then be the Customer's responsibility to recover any costs from customer's agent if appropriate.
- 12.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting or removing Company's property or for performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass. Without notice, the Company may remove any landscaping or ancillary feature in a manner and to the extent reasonably required to provide access to the Company's property.
- 13.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service as determined by the Company.
- 14.0 BILLING PERIODS - Bills for wastewater service will be billed monthly, and are due when rendered and will be considered as received by customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- 15.0 DISCONNECTION FOR NON-PAYMENT - Field personnel shall not accept payment from customers when disconnecting meters for non-payment or reconnecting service. Customer may avoid meter removal, after personnel have been dispatched, by making payment in full at the Company's office or entering into a written agreement to pay the full amount due by a mutually agreed upon date including non-payment trip charge and/or reconnect fees. If the Member-Tenant account has not been paid or reinstated following final meter reading or disconnection for non-payment, the

Member-Owner shall thereafter be responsible for payment of all charges incurred during this period of temporary disconnection as a condition of the initiation of service to a subsequent Member-Tenant.

16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY- When both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid. A Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time is considered a part of the Customer's bill. No partial payment of any bill rendered will be accepted by the Company, except by agreement with Company.

17.0 RETURNED CHECKS - Upon return of a check for any reason, the Company may redeposit the check, but the customer will be responsible for any service charge. Upon return of a check for the second time, customer is to be notified that restitution must be made immediately by cash, money order, or credit card only, including the service charges. Customers failing to respond or to make restitution shall have water and/or wastewater service disconnected and will be charged a violation reconnect fee. Service will not be restored until payment in full is received for all charges due. A Member-Owner shall not be held responsible for the service charge incurred because of a bad check from their Member-Tenant.

<u>Check Return -</u>	<u>Check Amount</u>
	<u>Charge</u>
\$0 - \$50.00	\$25.00
\$50.01-\$300.00	\$30.00
Over \$300.00	\$40.00 or 5% whichever is greater

18.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, notice shall be given to the Company not less than three (3) days prior to the date of change by the outgoing Customer. The outgoing customer shall be held responsible for all wastewater service rendered on such premises until such notice is received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. For the convenience of its customers, the Company will accept telephone orders, to discontinue or transfer wastewater service from one service address to another, and will use all reasonable diligence in the execution thereof. All transactions must be reported and cleared through the Company, including transfers, sales and charges.

Notwithstanding the foregoing, a Member-Tenant account will be discontinued and the Member-Owner will automatically become responsible on a going-forward basis for all charges and costs incurred by the Company in providing Wastewater Service if: 1) the Member-Tenant account has not been paid or reinstated following final meter reading or disconnection for nonpayment; 2) Company personnel verify that the property where the Company is providing Service is vacant; or 3) a Member-Tenant voluntarily discontinues service. All charges and costs for Wastewater Service, or the availability thereof, accruing while a property is vacant shall be the responsibility of the Member-Owner and must be paid prior to the provision of Wastewater Service to a subsequent Member-Tenant.

In the event a change of occupancy involving a sale or conveyance of property subject to the Gravity Expansion Charge, ANC Fee, Special Service Charge, or any such rate, fee, or charge that is paid over time, such rate, fee, or charge must be either paid off in full, or the new Customer must supply a copy of the deed or other document evidencing ownership and complete a lien form in favor of the Company securing the balance of the charge and provide notice of such payment requirement to a subsequent purchaser of the property, and resume periodic payments.

In the event of a change in ownership, a foreclosure, or other circumstance in which service to the property is temporarily disconnected but Service Company must maintain plant capacity and service availability to the property, the property owner including, but not limited to, Member-Owner, bank, mortgage company, trustee in bankruptcy or foreclosure, or other such entity receiving the benefit of such service availability shall be responsible for payment of Service Company's base facility charge and other rates, fees, and charges accrued during this period of temporary disconnection and as a condition of reconnection or initiation of service. Service Company shall not reconnect service or initiate service for a purchaser of property until any such outstanding balance at that or any other property owned by purchaser is paid in full.

19.0 UNAUTHORIZED CONNECTIONS - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees or agents of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until payment is made in full for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection. A party illegally connecting to facilities of the Company, or doing so in violation of the Company's Rules and Regulations, shall be charged costs plus expenses and back-billed for wastewater service based upon a reasonable estimate of service taken.

20.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be. No adjustment shall be made to the base charge. The Company may refund or bill the Customer the amount billed/unbilled in error for one-half of the period since the last test, said one-half period not to exceed six (6) months; provided that, if it can be shown that the error

was due to some cause the date of which can be identified, the adjustment will be based on that date. If meter does not register, or if no reading can be obtained, only current billing may be adjusted using an estimate of previous billings. In the event a customer provides acceptable documentation evidencing an extraordinary circumstance such as a pipe break or the filling of a swimming pool, the Company may take such information into account in calculating the monthly charge for wastewater service, and in determining the appropriate block water usage rate.

21.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

22.0 SERVICE DEPOSIT - Before rendering service, the Company shall require a non-interest bearing deposit or guarantee satisfactory to the Company to secure the payment of bills by the member. The amount of initial deposit shall be according to meter size and ERC's as follows:

SINGLE FAMILY RESIDENTIAL,  
 DUPLEX, TRIPLEX and  
 GENERAL:

<u>Meter Size</u>	<u>Deposit Amount</u>
5/8 x 3/4"	\$ 100.00
1"	250.00
1.5"	500.00
2"	800.00
3"	1,600.00
4"	2,500.00
6"	5,000.00
8"	8,000.00

Institutional, Multi-Family & Mixed Master: \$100.00 per unit or ERC

The Company may waive the deposit requirement based on one of the following: 1) receipt of a letter from the customer's most recent utility company stating that the customer's account was at no time more than thirty (30) days in arrears for the 12-month period immediately preceding the application to Company for service; 2) the customer authorizes the Company to establish automatic bill payment through electronic funds transfer or other means; or 3) such other evidence of customers good credit as determined by the Company. Member-Tenants are not eligible for a waiver of deposit.

After a residential customer has established a satisfactory payment record and has continuous service for 12 months, the Company may refund the customer's deposit provided the customer has not, in the preceding 12 months: (a) made more than one late payment of a bill, (b) paid with a check or automatic funds transfer refused by a bank, (c) been disconnected for nonpayment, or (d) used service in a fraudulent or unauthorized manner. Subsequent to such refund, or if a deposit was waived,

Company may require a new deposit as a result of any of the above-referenced deficiencies.

General, multi-family, mixed master, institutional, and Member-Tenant deposits, however, are not refundable until change of ownership occurs and final settlement has been made. Upon final settlement of customer's account, any unused or remaining balance of the deposit shall be refunded, without interest.

Service Company may require a service deposit for irrigation service separate and apart from a water or wastewater deposit. Company may require an additional deposit if usage or payment history warrants. Upon final settlement of customer's account, any unused balance of the deposit will be refunded.

- 23.0 TAMPERING – No person shall tamper with, work on, connect to, or in any way alter or damage the Service Lines or any other component of the Company's sewer system without prior written consent from the Company. If tampering is found and it causes the Company to repair or remove its property, an amount equal to the Violation Reconnection Charge or the actual cost to make repairs and reconnect (whichever is greater) will be charged to the customer. In addition, the Company may impose a tampering fee. It is unlawful to willfully alter, tamper with, damage, or knowingly suffer to be damaged any meter, meter seal, pipe or other apparatus or property belonging to the Company with intent to avoid payment for utility service. According to State statute this tampering is a misdemeanor of the first degree punishable by fine or imprisonment. Company shall be entitled to recover the value of the Service provided. Authorities shall be notified and Company will prosecute. In addition, whoever is found in civil action to have violated the provisions hereof shall be liable to Company in an amount equal to 3 times the amount of services unlawfully obtained or \$3,000.00, whichever is greater. The Company may discontinue service upon reasonable notice to the customer for any infraction of this section in accordance with section 812.14, Florida Statutes.
- 24.0 RATE SCHEDULES - The following are the Company's rate schedules for service, and are subject to change from time to time.

GENERAL SERVICE RATE SCHEDULE

AVAILABILITY - Available throughout the area served by the Company to all customers for which no other schedule applies.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

<u>Meter Size</u>	<u>Monthly Base Charge</u> <u>Charge</u>
3/4"	\$ 28.48
1"	71.17
1 1/2"	42.43
2"	227.85
3"	427.22
4"	712.01
6"	1,423.95
8"	2,278.32

Gallonge Rate – \$3.70 (Per 1,000 gallons)

BILLING CHARGE - \$4.06 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of \$5 or 1% of the past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - September 1, 2010



SINGLE FAMILY RESIDENTIAL, DUPLEX AND TRIPLEX RATE SCHEDULE

AVAILABILITY - Available to single family customers or their equivalent throughout the area served by the Company, including duplexes and triplexes, except for those instances where four or more residential units are contained in duplexes or triplexes behind a master meter.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

<u>Monthly Base Charge Per Unit Served</u>	
<u>Meter Size</u>	<u>Charge</u>
All	\$28.48

Gallage Rate - \$3.70 (Per 1000 gallons capped at 16,000 gallons per month per unit served)

BILLING CHARGE - \$4.06 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of \$5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may then be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - September 1, 2010

MULTI-FAMILY AND MIXED MASTER RATE SCHEDULE

AVAILABILITY - Available to multi-family and mixed master customers as herein defined or their equivalent throughout the area served by the Company, including those instances where four or more residential units are contained in duplexes or triplexes behind a master meter.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

Monthly Base Charge Per Unit Served

<u>Meter Size</u>	<u>Charge</u>
All	\$22.78

Gallage Rate - \$3.70 (Per 1,000 gallons)

BILLING CHARGE - \$4.06 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of \$5 or 1% of past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - September 1, 2010

INSTITUTIONAL RATE SCHEDULE

AVAILABILITY - For service to all assisted living facilities and other applicable institutional customers.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

Monthly Base Charge Per ERC

<u>Meter Size</u>	<u>Charge</u>
N/A	\$28.48

Gallage Rate - \$3.70 (Per 1,000 gallons)

BILLING CHARGE - \$4.06 per account per month. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. A past due balance shall be subject to a late payment fee of \$5 or 1% of the past due amount, whichever is greater. After five (5) business days following written notice from the Company, which notice may be provided in a subsequent bill, service may be discontinued. Company may, but shall not be required to, make a courtesy call to inform the customer that the bill is past due.

EFFECTIVE DATE - September 1, 2010



25.0 NORMAL RECONNECTION CHARGE - Removal or reconnection of service subsequent to a customer-request.

\$40.00 Disconnect charge

\$40.00 Reconnect charge

26.0 VIOLATION RECONNECTION CHARGE - Subsequent to disconnection of service for cause, including a delinquency in bill payments and/or tampering with Company property, service shall not be reinstated until reconnection charge plus all past-due balances are paid in full.

\$50.00 during normal work hours

\$85.00 after hours and weekends.

27.0 REIMBURSEMENTS FOR EXTRA EXPENSES - The consumer shall reimburse the Company for extra expenses (such as for special trips, inspections, additional clerical expenses, etc.) incurred by the Company on account of consumer's violation of the Rules and Regulations. The customer will be advised of these expenses prior to Company rendering service.

28.0 TRANSFER FEES - Charge for transfer of existing service to a new owner or to a new Member-Tenant at an existing service. Existing Member-Owners are not charged when Member-Tenants vacate.

\$35.00 (one charge only for transfer of water, sewer, or both)

29.0 MISCELLANEOUS SERVICE CHARGES - The Company charges the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

Usage Reports - \$50.00 minimum or \$0.25 per meter, whichever is greater.

Non-Payment Trip Charge - \$45.00- only applicable during normal work hours

Capacity Reservation Fee - a monthly charge equal to the base charge plus billing charge for the applicable class of service.

Plan Review and Inspection Fees - The greater of \$500.00 or 1.0% of the cost of utility infrastructure subject to review and inspection.

Warranty Expiration Televising (cleaning) - \$.55 per linear foot (minimum of \$250)

Developer Agreement Administration Fees -  
not to exceed \$1,000.00 per Main Extension Manual

Labor & Equipment -  
\$65.00 per 1 man crew per hour  
85.00 per 2 man crew per hour

Sewer Tap Locate  
Other related and similar activities  
\$35.00 during normal work hours

85.00 After hours and weekends

Estoppels Letter Fee

Normal Delivery - \$15.00

Rush Delivery - \$30.00

No extra charge if customer is also a water customer.

Late Payment Fee

\$5 or 1% of past due amount, whichever is greater.

Meter Tampering Charge

Greater of 3 times the amount of services unlawfully obtained, or \$3,000.

29.1 RECLAIMED WATER RATE - \$.34 per 1000 gallons except as otherwise set by contract.

## SERVICE AVAILABILITY POLICY

- 30.0 PURPOSE - The Company has determined that it is necessary to set forth a policy for the availability of sewer capacity which will provide a non-discriminatory and equitable basis upon which to provide service to future customers and plan capital expenditures for facilities expansion.
- 31.0 APPLICABILITY - This policy is applicable throughout the service territory of the Company.
- 32.0 AGREEMENT FOR SERVICE - Service is provided through a Service or Developer Agreement (if the capacity request warrants) and upon payment of the appropriate ANC Fees, Capacity Reservation Fees, Connection Fee, Special Service Charge and other charges as set forth herein. Company will reserve the number of connections paid for and will provide service to those units pursuant to its rules and regulations upon notification by Developer that service is required. A person who owns property with houses, duplexes, or other units and who has one or more sewer connections on this property cannot serve sewer to a buyer of any previously unserved portion of the property. The sale of a portion of the property must be reported to the Company in order for the Company to provide service in accordance herewith. If there are multiple owners of a duplex, triplex, or other multiunit building, each must pay an ANC Fee, Deposit Connection Fee and any other applicable fees appropriate to such unit.
- 33.0 APPLICATIONS BY AGENTS – Applications for sewer service requested by a person who owns property with houses, duplexes, or other units, property owner, person, firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When sewer service is rendered under application between the Company and an agent of the principal, the use of such sewer service by the principal shall constitute full and complete ratification by the principal of the application between agent and the Company and under which such sewer service is rendered.
- 34.0 APPLICATIONS FOR BUILDING PERMIT – Upon request for a permit letter for the purpose of obtaining a building permit, the applicant shall pay in full the ANC Fee and all other applicable charges in effect at that time for the number of ERC's/Units as defined by the Company's Rules and Regulations.
- 35.0 NON-TRANSFERABILITY - A person who has paid an ANC Fee on one location, must pay another ANC Fee for sewer service at a new location. Plant capacity reserved through Developer's payment of ANC Fees cannot be assigned, transferred, leased, encumbered or disposed of in any manner unless, prior to connection, Developer has obtained the written consent of the Company and all applicable rates and charges are transferred or paid for the new lot. Following written notice, Company's consent to an assignment of capacity in connection with a bona fide sale of the property to which the plant capacity reservation relates will not be unreasonably withheld. In no instance shall Developer sell or assign plant capacity for a consideration which is more than the ANC Fee amount actually paid by Developer to reserve the capacity.

- 36.0 LETTERS OF AVAILABILITY - Company may issue Letters of Availability of sewer service to Developers for use in obtaining zoning changes and development orders necessary for construction on their property. Such letters are not permit letters as referenced in this Tariff and are not specific reservations of capacity for Developer and do not guarantee that capacity will be available for Developer's project at any later date. Such a reservation can only be made through execution of an agreement with the Company and payment of rates and charges as set forth herein. Such an agreement is required prior to issuing Permit Letters for the purpose of obtaining a concurrency letter or building permit.
- 37.0 SERVICE AVAILABILITY PAYMENTS - In consideration for the provision of sewer service by the Company, Developer shall be required to pay certain costs of making service available, including on-site sewage collection system contributed in cash or in kind; payments to defray in part, or in total, the cost of off-site lines and related facilities, ANC Fees, Connection Fees, and Capacity Reservation Fees. Default in the payment of the charges set forth herein shall result in a cancellation of reserved capacity and forfeiture of monies previously paid to Company. Company shall provide fifteen (15) days written notice prior to taking such action.
- 38.0 ANC FEES - An Aid-To-New-Construction Fee (ANC Fee) shall be paid for each connection to the Company's system to defray all or a portion of the cost of providing service to the property. The ANC Fee shall be based on an ERC basis. For this purpose, the average daily flow of one ERC is 250 gallons per day ("gpd"). The number of ERC's contained in a given average daily flow is determined by dividing that average daily flow by 250 gpd.

ANC FEE SCHEDULE

- (a) Single Family Residential, Duplex and Triplex:  
Meter Size  
All \$3,925.00 per unit served
- (b) Multi-family and Mixed-Master: \$3,140.00 per unit served
- (c) Assisted Living Facility: \$3,925.00 per ERC.  
The ANC Fee is calculated based on the estimated water capacity at a rate of 100 gpd/bed plus 5 gpd/meal served (resident or staff) divided by 250 gpd to determine the number of ERC's. The number of ERC's is then multiplied by the ANC Fee then in effect.
- (d) General Service:
- | Meter Size | ERC Equivalent | ANC Fee per ERC |
|------------|----------------|-----------------|
| 3/4"       | 1              | \$ 3,925.00     |
| 1"         | 2.5            | 9,812.50        |
| 1-1/2"     | 5              | 19,625.00       |
| 2"         | 8              | 31,400.00       |
| 3"         | 16             | 62,800.00       |
| 4"         | 25             | 98,125.00       |
| 6"         | 50             | 196,250.00      |
| 8"         | 80             | 314,000.00      |



Company reserves the right to increase ANC Fees as it deems necessary in the best interests of the Company, subject to approval of the City Council. All connections made to the Company's system subsequent to the effective date of the ANC Fee increase shall be subject to the higher charge, notwithstanding a prior Letter of Availability, Developer Agreement, or the prepayment of ANC Fees at the previous level.

ANC Fees are refundable only in the following cases:

- (1) Governmental agency reduces the number of units, or denies a building permit
- (2) Water meter has not been installed at time of customer's request for refund

In the event a customer wishes to utilize an ANC Fee credit which has been banked by the City consistent with the Franchise, the customer shall provide a copy of the City resolution authorizing a transfer of the banked fee and any other documentation required by the Franchise or reasonably required by the Company.

- 39.0 CONNECTION/METER INSTALLATION FEE - Upon execution of a Wastewater Service Application and a request for meter installation, Customer shall pay for costs associated with the tap-in or connection of the Consumer Installation to the collection or transmission system of the Company according to the following schedule:

Customer Connection (tap-in) Charge - Actual Cost

- 40.0 CAPACITY RESERVATION FEES - Upon execution of a Wastewater Service Application in order to reserve capacity in the system and/or payment of ANC Fees for any reason, Customer shall pay a monthly Capacity Reservation Fee equal to the base facility charge per unit then in effect for each unit of capacity not yet receiving service. As active connections are made, the Capacity Reservation Fee obligation shall be proportionately reduced. Failure to make payments as due shall result in cancellation of the capacity reservation and a forfeiture of all charges previously paid including ANC Fees. Company shall provide 15 days written notice prior to cancellation in order to remedy delinquent payments. Depending on the amount of capacity reserved, Company may require annual prepayments of Capacity Reservation Fees to secure payment. In that event, a credit shall be given for the prepayment of capacity reservation fees for that portion of the year during which a customer has connected to the system and begun paying a base facility charge for service. Such credit shall be made at the time of the next year's capacity reservation fee prepayment.

- 41.0 CONTRIBUTION OF LINES - Developer may be required to construct and contribute to the Company on-site facilities, particularly sewer collection lines, and off-site facilities including transmission mains to connect Company's transmission system in order to provide service to Developer's property. Contribution of such lines is independent of the payment of any charges hereunder. Construction of such lines shall meet the minimum specifications of the Company's Technical Specifications Manual.

- 42.0 OBLIGATIONS OF DEVELOPER - All contributors and developers shall furnish to the Company accurate information regarding matters of engineering, construction of buildings, dwellings and proposed densities. Developer shall advise Company of changes in density factors or consumption requirements during construction of the project, and Developer shall be liable for adjustment in ANC Fees and charges paid or payable.
- 43.0 MISCELLANEOUS CONSTRUCTION PROVISIONS - Any contractor or similar person doing work for the Company must first show a certificate of insurance acceptable to the Company. In case of a service size change being requested by a Consumer regardless of pre-installation, or after installation, the Company will charge based on actual cost involved. The cost of a change or relocation of a service will be based on actual cost. To the extent any construction or other activities are addressed in the Company's Technical Specifications Manual, the party performing the work shall comply with the Manual requirements.
- 44.0 SERVICE TO EXISTING SUBDIVISIONS - In the event Company determines to provide service to an existing subdivision served by individual septic systems or package plants in an area other than one which the Company has designated as a Gravity Expansion Area, Company shall determine availability of capacity for that subdivision. The representatives of the subdivision shall provide all information reasonably necessary for Company to make such determination. In the event service is available, the subdivision residents (or someone other than Company) shall be responsible for construction, or the cost of construction, of all on-site and off-site facilities including, but not limited to, lift stations necessary to serve the subdivision. Provision of service by the Company shall further be conditioned upon payment of all applicable rates and charges as set forth herein. Company, in its sole discretion, shall determine whether to accept a subdivision's existing collection system, which may be subject to upgrade at the sole discretion of the Company, or render service pursuant to a master meter or both in the case of a subdivision system owned and maintained by a homeowners association, developer, or other such similar unit.
- Should the cost of such future wastewater service expansion programs vary significantly from the general charges contained herein, the Company may institute an additional or lesser charge to affected customers, based upon the Company's actual costs, and may allow the amortization of charges and costs over a reasonable time period, if warranted. In the event a customer elects to amortize these costs, the customer shall allow the Company to place a lien on the property to secure repayment and to provide notice of such payment requirement to a subsequent purchaser of the property.
- 45.0 SPECIAL SERVICE CHARGE TO IMPERIAL HARBOR SUBDIVISION - As a result of the abandonment of Harbor Utilities Company, Inc., the Company provides wastewater service to the Imperial Harbor Subdivision. In order to provide such service, the lines, lift stations and appurtenant facilities within Imperial Harbor required substantial upgrading. In addition to the other rates and charges contained in this Tariff, the customers within Imperial Harbor are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those

customers. Such customers may pay the Special Services Charge in a lump sum, or amortize the cost over 25 years which charges are set forth below.

Special Service Charge: \$ 1,095.67 per unit  
or  
Monthly Amortization: \$ 7.74 per unit

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.

- 45.1 SPECIAL SERVICE CHARGE TO FORMER HACIENDA CUSTOMERS - As a result of the abandonment of Hacienda Treatment Plant, Inc. ("Hacienda"), the Company provides wastewater service to former Hacienda customers. In order to provide such service, the former Hacienda customers needed to be interconnected with the Company's wastewater facilities. In addition to the other rates and charges contained in this Tariff, the customers formerly served by Hacienda, as well as future customers who would have been served by Hacienda, are required to pay a Special Service Charge that is intended to defray the cost of necessary interconnection in order to render service to such customers, and which provides a special benefit to those customers. Such customers may pay the Special Service Charge in a lump sum, or amortize the cost over 20 years as set forth below:

Special Service Charge: \$ 795.00 per ERC  
or  
Monthly Amortization: \$ 5.68 per ERC

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.

- 45.2 SPECIAL SERVICE TO SPRING CREEK VILLAGE SUBDIVISION – In addition to the other rates and charges contained in this Tariff, the customers within Spring Creek Village are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Special Service Charge in a lump sum, or amortize the cost over 30 years which charges are set forth below:

Special Service Charge: \$7,210  
or  
Monthly Amortization: \$43.23 per unit

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized

charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection or service for nonpayment.

- 45.3 SPECIAL SERVICE CHARGE TO BONITA SPRINGS GOLF AND COUNTRY CLUB – In addition to the other rates and charges contained in this Tariff, customers formerly served by, or in the former service area of, Bonita Springs Golf and Country Club are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 25 years at an interest rate of 6.0% per annum. Interest shall begin to accrue one year after implementation of the charge. The charges are set forth below:

	<u>Single Family Unit</u>	<u>Multi-Family Unit</u>
One Time Payment:	\$3,365	\$2,692
or		
Monthly Amortization:	\$21.68	\$17.34

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

- 45.4 SPECIAL SERVICE CHARGE TO THE FOUNTAIN LAKES AND MARSH LANDING COMMUNITIES – In addition to the other rates and charges contained in this Tariff, wastewater customers in the Fountain Lakes and Marsh Landing communities are required to pay a Special Service Charge which is intended to defray the cost of system acquisition and necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum, or may pay over time based on a 25 year amortization, with an interest rate of 6.0% per annum. The charges are set forth below:

	<u>Single Family Unit</u>	<u>Multi-Family Unit</u>
One Time Payment:	\$3,442	\$2,754
or		
Monthly Amortization:	\$22.18	\$17.74

A multi-family unit refers to a class of service where one meter serves more than three residential units. Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.

In the event a customer elects to amortize the Special Service Charge, the customer shall allow the Company to place a lien on the property to secure repayment.

45.5 SPECIAL SERVICE CHARGE TO THE VILLAGES IN IMPERIAL BONITA ESTATES

In addition to the other rates and charges contained in this Tariff, customers in The Villages section of Imperial Bonita Estates are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 25 years. The charges are set forth below:

Single Family Unit

One Time Payment:	\$1,552.00
or	
Monthly Amortization:	\$ 10.00

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

45.6 SPECIAL SERVICE CHARGE TO THE FOREST MERE AND SPRING LAKES SUBDIVISIONS -

In addition to the other rates and charges contained in this Tariff, customers in the Forest Mere and Spring Lakes Subdivisions are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 20 years with an interest rate of 5.0% annum. The charges are set forth below:

	Single Family Unit	Multi-Family Unit
One Time Payment:	\$2,182	\$1,854
or		
Monthly Amortization:	\$14.40	\$12.24

A multi-family unit refers to a class of service where one meter serves more than three residential units. Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

46.0 SERVICE TO GRAVITY EXPANSION AREAS - The Company has undertaken a program of constructing local collection and transmission systems to replace septic tanks serving existing residential areas in a program designated as the Gravity Expansion Program. The territory included in the Gravity Expansion Program is on file with the Company. Customers within the Gravity Expansion area may be required to connect to the system when service becomes available following required notice by the Company. In addition to the other rates and charges contained in this Tariff, customers within the Gravity Expansion area are required to pay a charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Gravity Expansion charge in a lump sum, or amortize the cost up to 30 years which charges are set forth below. In the event a customer elects to amortize the Gravity Expansion charge, the customer shall allow the Company to place a lien on the property to secure repayment.

Gravity Expansion Residential Charge: \$1,717.00 per unit

plus

Gravity Expansion customers are also responsible for payment of the appropriate ANC Fee for their unit which may also be amortized up to 30 years.

47.0 QUALITY OF WASTEWATER - No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Company. Should any non-domestic wastes or pollutants be delivered to the lines, the customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage to the system or property of third parties.

Developer, or subsequent owners or occupants of the Property, may introduce non-domestic wastes from commercial establishments on the Property only upon prior written approval from Service Company based on Service Company's determination that such non-domestic waste will not harm utility facilities. Developer further agrees that no waste waters, fluids, or any substances and materials which contain any pollutants in whole or in part, regardless of the concentrations of said constituents, shall be discharged into Service Company's sanitary sewer collection/transmission system. Service Company shall have the right to sample the Developer's sewage to verify Developer's compliance with this paragraph.

In addition to the preceding paragraphs, and not by way of limitation, in the event Company determines that the property to be served poses a threat of introducing pollutants into the collection or transmission system at levels determined by the Company to be harmful to the sewer system, including, but not limited to, the system's ability to provide effluent meeting reuse standards, and its acceptability as an irrigation supply source for vegetation, the Company has the right to decline or discontinue service, or charge a higher rate due to increased treatment costs if applicable, to such property or customer.

No person shall discharge or cause to be discharged materials, water or waste, if it appears likely, in the opinion of the Company, that such discharge may cause harm to the utility system or have an adverse effect or cause interference with the operation

of the wastewater treatment facility. In that event, the customer shall be subject to such pretreatment or other measures as are necessary to protect the integrity of Company's system and the ability to serve its members including the requirements set forth in Chapter 62-625 Florida Administrative Code, Pretreatment Requirements for Existing and Other Sources of Pollution, those standards set forth in the Company's Sewer Use Manual or such other pretreatment standards as shall have been approved by the Company's Board of Directors, and those industrial pretreatment standards and grease management standards as may be adopted and enforced by the City of Bonita Springs or Lee County as they apply in their respective portions of Company's service territory.

- 48.0 REFUNDABLE ADVANCES - Company may require, in addition to those set forth herein, a refundable advance by a Developer to temporarily defray the cost of off-site extension of sewer mains, pumping stations and other facilities necessary to connect the Developer's property with the then proper point of interconnection with the Company's existing sewer facilities, in excess of the size needed to provide service to the subject property. Costs paid by the Developer over and above the Developer's hydraulic share of the off-site facilities, may be refunded to the Developer in accordance with the terms and conditions of a Refundable Advance Agreement with Company. Company shall not be required to refund to Developer any fees or charges collected from consumers as a result of his contribution toward the cost of constructing the off-site facilities.

At the time the engineer of record certifies the off-site facilities as complete, he will also be requested to provide a determination of the hydraulic capacity of the facilities and the number of connections it is capable of serving based upon the Company's current determination of an ERC. On that basis, Company will establish a refundable advance charge per ERC and Company will agree to collect and refund same to Developer upon payment of such charges by subsequent customers obtaining service through the off-site facilities. Unless otherwise agreed to by Company, no refundable advance treatment will be available to Developer constructing lines and appurtenant facilities less than eight (8) inches in diameter. Company may limit the life of the Refundable Advance Agreement to a term of not more than seven (7) years, after which time a portion of the refund not made to the Developer will be retained by the Company. In no event shall a Developer recover an amount greater than the difference between the capitalized cost of such improvements and the Developer's own hydraulic share of such improvement. The Service Company will not include any interest upon the refund of the Developer's advance.

- 49.0 WASTEWATER REUSE - The Company owns, operates and maintains wastewater treatment facilities, pursuant to operating permits from the Florida Department of Environmental Regulation, which produce treated effluent of a quality suitable for the irrigation of grasses, woodlands and certain vegetation. The Company may make treated effluent available to consumers within the service area of the Company that own large tracts of green areas requiring landscape irrigation ("Users"), based on the Board of Directors determination of the best interests of the Company and its members. Determination of the quantity, price, terms and conditions of the provision of effluent to Users shall be at the sole discretion of the Company, and may be set forth in an Effluent Reuse Agreement entered into by the Company and the User.

User shall be responsible for the design, construction and installation, at User's sole cost and expense subject to the approval and inspection by the Company, of on-site and off-site utility lines and facilities needed to initially create or thereafter connect into the Company's effluent disposal system. User shall convey ownership to Company of all lines and facilities from authorized treatment facilities to the point of delivery of effluent to User by bill of sale in a form satisfactory to the Company; it being understood that lines and facilities must be sized and constructed to the satisfaction of Company in accordance with the guidelines and specifications of the Company, subject to refundable advance treatment for oversized facilities. Acceptance of said lines and facilities shall be within the sole discretion of the Company.

User shall be responsible for obtaining information and preparing all necessary environmental planning, hydrogeologic monitoring studies and reports reasonably necessary for the permitting, preparation and continued utilization of User's property as a site for effluent reuse. User shall further be required to provide wet weather storage (non-application day) for not less than five (5) days effluent allocation. Wet weather storage capacity is subject to evaluation on a case by case basis and may be increased due to, among other things, changes in regulatory requirements.

User shall be responsible for any and all costs relative to the maintenance of any water management tract constructed upon User's land and User shall be responsible, at its sole cost and expense, for the construction and maintenance of any effluent spray irrigation device or other system which draws from the water management tract. User shall incur the cost of securing licenses and permits from applicable governmental agencies relative to the reuse of the Company's treated effluent upon User's property, including any costs incurred by Company to secure same.

As a prerequisite to the Company's acceptance of effluent discharge and delivery lines, facilities and appurtenances thereof, User shall grant Company, its successors and assigns, all easements and rights of ingress and egress, necessary for the discharge and delivery of effluent upon User's property, including, but not limited to, easements covering lines and facilities. The easements shall allow the Company to own effluent discharge lines and other facilities required for the effluent delivery.

50.0 ALLOCATION OF CAPACITY - It is the policy of the Florida Department of Environmental Protection ("DEP") to reduce the capacity available in Company's water and sewer systems upon issuance of a DEP Collection and/or Distribution System Permit (or its equivalent) to construct an on-site system which will receive treatment capacity from Company. DEP reduces Company's uncommitted capacity by the total number of ERC's which can be served by the on-site system approved in the Permit ("Permit Capacity"). This DEP policy prevents Company from committing the Permit Capacity to other developers and customers, regardless of an immediate need and willingness to pay for such capacity.

In an effort to fairly allocate plant capacity, it is Service Company's policy to require that, concurrent with Company signing off on Developer's Permit Application, Developer pay all charges related to the Permit Capacity committed to Developer at that time. This requirement is intended to avoid a situation in which developers who have not paid service availability charges tie up capacity to the exclusion of customers with an immediate need and ability to pay.