

# BONITA SPRINGS UTILITIES, INC.

## WATER TARIFF

BONITA SPRINGS UTILITIES, INC.  
11900 East Terry Street  
Bonita Springs, Florida 34135

(239) 992-0711

(Effective June 1, 2023)

WATER 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 .....	19
Service Availability Policy .....	21

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 meter, meter installation, accessories, and connection to lines of Company.
- 5.0 "CONSUMER OR CUSTOMER" - Any person, firm, association, corporation, governmental agency or similar organization, supplied with water service by the Company.
- 6.0 "CONSUMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing water for any purpose, ordinarily located on the consumer's side of "Point of Delivery," whether such installation is owned by Consumer, or used by Consumer under lease or otherwise.
- 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 water 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 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 connect with the Consumer's pipes more specifically set forth as follows:
- a) For connections up to 2" the Customer side of the backflow preventer;
  - b) For connections larger than 2" the Customer side of the meter;
  - c) For fire sprinkler service the Customer side of the gate valve (minimum 2") at the connection to the main distribution line;
  - d) All others the property, right-of-way or easement line.
- 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 "WATER SERVICE" – All water service required by the Consumer, as well as the readiness and ability on the part of the Company to furnish water service to the Consumer. Thus, the maintenance by the Company of pressure at the point of delivery upon request shall constitute the rendering of water service, irrespective of whether the 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.....	8
2.0	Service Application.....	8
3.0	Withholding Service .....	8
4.0	Extensions .....	8
5.0	Limitations of Use.....	8
6.0	Continuity of Service .....	9
7.0	Termination of Service .....	9
8.0	Type and Maintenance.....	9
9.0	Change of Customer's Installation .....	9
10.0	Unauthorized Connections.....	9
11.0	Inspection of Customer's Installation.....	10
12.0	Meters .....	10
13.0	Protection of Company's Property .....	10
14.0	Access to Premises.....	10
15.0	Right of Way or Easements .....	10
16.0	Billing Periods .....	10
17.0	Meter Readings .....	11
18.0	Disconnection for Non-Payment.....	11
19.0	Payment of Water and Wastewater Service Bills Concurrently .....	11
20.0	Returned Checks .....	11
21.0	Change of Occupancy .....	11
22.0	Service Deposit .....	12
23.0	Voluntary Lien to Secure Payment Over Time.....	13
24.0	Reserved for Future Use .....	13
25.0	All Water Through Meter .....	13
26.0	Adjustment of Bills.....	13
27.0	Meter Accuracy and Request for Bench Test .....	14
28.0	Reserved for Future Use .....	14
29.0	Reserved for Future Use .....	14
30.0	Tampering.....	14
31.0	Rate Schedules .....	14
32.0	Normal Reconnection Charge.....	19
33.0	Violation Reconnection Charge.....	19
34.0	Reimbursements for Extra Expenses .....	19
35.0	Transfer Fees.....	19
36.0	Miscellaneous Service Charges .....	19

SERVICE AVAILABILITY POLICY

37.0	Purpose.....	21
38.0	Applicability .....	21
39.0	Agreement for Service .....	21
40.0	Applications by Agents.....	21
41.0	Applications for Building Permit.....	21
42.0	Non-Transferability.....	21
43.0	Letters of Availability .....	21
44.0	Service Availability Payments.....	22
45.0	ANC Fees.....	22
46.0	Special Service Charge to Imperial Harbor Subdivision .....	23
46.1	Special Service Charge to Spring Creek Village Subdivision .....	23
47.0	Capacity Reservation Fees .....	24
47.1	Construction Meter .....	24
48.0	Backflow Preventer.....	24
49.0	Connection/Meter Installation Fee.....	25
50.0	Irrigation or Auxiliary Use Meter Installation .....	25
51.0	Contribution of Lines.....	25
52.0	Obligations of Developer .....	25
53.0	Miscellaneous Construction Provisions .....	25
54.0	Service to Existing Subdivisions .....	26
55.0	Refundable Advances .....	26
56.0	Allocation of Capacity .....	27
57.0	Private Fire Protection .....	27

## 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 water 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 water service unless such court order or decision shall so direct.
- 2.0 SERVICE APPLICATION – As a condition of Water 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 water 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 at that location, or at any other location, 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 - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the Company. Water service furnished to the customer shall be rendered directly to the customer through Company's individual meter and may not be submetered by the customer for the purpose of selling or otherwise disposing of water service 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 water 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 water service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, submetering, sale or disposition of service, the customer's water service is subject to discontinuance until such unauthorized extension, submetering, sale or disposition of service is discontinued and full payment is made to the Company for water services, calculated on proper classification and rate



schedules and reimbursement in full made 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 water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water 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. The Company has the right to restrict and equalize the daily rate of flow for consumption so large users cannot, at peak load time or any other time, interrupt our minimum required supply.
- 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 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. Consumer agrees further to keep such facilities in good repair and to promptly stop all leaks. The customer expressly agrees not to utilize any apparatus or equipment which is not properly constructed, controlled and protected, or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water 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 request to increase customer's existing meter size without any change to the type or number of ERC/Units being served, customer shall be charged the difference due for the connection fee, ANC Fees, Deposits and the cost of labor and materials, less the cost of any inventory items restocked.
- 10.0 UNAUTHORIZED CONNECTIONS - Connections to the Company's water system for any purpose whatsoever are to be made only by employees or agents of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and water service shall not be restored until such unauthorized connections have been removed and until payment is made in full for all water service estimated by the Company to have been used by reason of such unauthorized connection. No temporary pipes, nipples or spacers are permitted and under no circumstances are connections allowed which may permit water to bypass the meter or metering equipment. 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 water used based upon a reasonable estimate of service taken.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water 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 water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company. The Company reserves the right to inspect the customer's installation prior to rendering water service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.
- 12.0 METERS – Subject to payment of the appropriate meter installation fee, all water meters, including irrigation meters, shall be furnished by and remain the property of the Company; provided that, meters larger than 2” shall be installed by the Customer or its contractor in accordance with the Company’s Technical Specifications Manual and conveyed to the Company at no charge. All meters shall be accessible to the Company and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location. Customers and their agents (employees, contractors, etc.) are prohibited from placing any obstacles on or about meters, valves and other equipment which obstructs access by Company personnel. The customer shall keep the area surrounding the meter and backflow prevention device clear of landscaping or other obstructions that limit visibility and access. When the Company considers it advisable, the customer shall provide, at no cost to the Company, an adequate and proper easement for installation of meters and other devices within the location to be served. Company may require a change in meter size if indicated by actual or anticipated flow.
- 13.0 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.
- 14.0 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, reading meters and other purposes incident to 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.
- 15.0 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 water service as determined by the Company.
- 16.0 BILLING PERIODS - Bills for water service will be rendered monthly, and are due when rendered and shall 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 customer with respect to payment thereof.

- 17.0 METER READINGS - All meters shall be read monthly. If unable to obtain a reading, an estimated bill shall be calculated based on the estimate and adjusted when an actual reading is obtained.
- 18.0 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 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 nonpayment, 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.
- 19.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater 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 water service bill or wastewater bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater 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 the Company.
- 20.0 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, 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.

Check Return -	<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

- 21.0 CHANGE OF OCCUPANCY - When change of occupancy takes place on any premises supplied by the Company with water service, notice shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer, who will be held responsible for all water service used on such premises until such notice is so received and Company has had reasonable time to discontinue water service. However, if such notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. For the convenience of its customers the Company will accept telephone orders to discontinue or

transfer water service 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 Water 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 Water 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 Water Service to a subsequent Member-Tenant.

In the event of 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 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 outstanding balance at that or any other property owned by purchaser is paid in full.

- 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>Amount of Deposit</u>
5/8" x 3/4"	\$ 65.00
1"	170.00
1.5"	330.00
2"	520.00
3"	1,040.00
4"	1,630.00
6"	3,250.00
8"	5,200.00

Institutional, Multi-Family & Mixed Master: \$65.00 per unit or ERC

CONSTRUCTION METER: \$1,500.00

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 customer's good credit as determined by the Company. Member-Tenants are not eligible for a waiver of deposit. Construction meter deposits may not be waived.

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, institutional, multi-family, mixed master and Member-Tenant deposits 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 VOLUNTARY LIEN TO SECURE PAYMENT OVER TIME - 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 and subject to the terms of payment for monthly rates, including disconnection of service for nonpayment. As a condition of allowing such payments over time, Customer shall allow the Company to place a lien on affected property to secure repayment and to provide notice of such payment requirement to a subsequent purchaser of the property.
- 24.0 RESERVED FOR FUTURE USE
- 25.0 ALL WATER THROUGH METER - That portion of the customer's installation or water service shall be so arranged that all water service shall pass through the meter. All water passing through the meter must be paid for unless the Company determines the meter to be faulty.
- 26.0 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.

27.0 METER ACCURACY AND REQUEST FOR BENCH TEST – All meters used for measuring the quantity of water delivered to a customer shall be in good mechanical condition and customer or its engineer shall determine it is adequate in size and design for the type of service which they measure. Before being installed for the use of any customer every water meter, whether new, repaired, or removed from service for any cause, shall meet the accuracy limits set by the manufacturer or as set forth in the American Water Works Association Manual M6 (awwa.org), or such updated, revised or subsequent manual or similar industry standard should the AWWA discontinue publication of such manual. If a bench test finds that a meter registers in excess of the accuracy limits, the customer shall not be charged for test, but if within such accuracy limit, the Company shall debit customer's account a service charge for conducting the test.

Meter Bench Test Fee -	<u>Meter Size</u>	<u>Cost</u>
	3/4" - 1"	\$150.00
	1.5" & larger	Actual Cost

28.0 RESERVED FOR FUTURE USE

29.0 RESERVED FOR FUTURE USE

30.0 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 water 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, backflow prevention device, pipe or other apparatus or property belonging to the Company with intent to avoid payment for utility service. According to State statute 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.

31.0 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

APPLICABILITY - For service to commercial customers, irrigation customers and all customers to which no other rate schedule applies.

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

WATER RATES – Monthly Base Charge

<u>Meter Size</u>	<u>Charge</u>
3/4"	\$ 8.68
1"	21.70
1 1/2"	43.40
2"	69.44
3"	138.88
4"	217.00
6"	434.00
8"	694.40

Gallonge Charge - (Per 1,000 gallons) Per ERC

<u>Block</u>	<u>Usage (gallons)</u>	<u>Charge</u>
1	0 - 6,000	\$3.92
2	6,001 - 12,000	4.76
3	12,001 - 18,000	5.59
4	18,001 and over	6.43

BILLING CHARGE - \$4.35 per account per month. No second charge if wastewater service is also provided.

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 - June 1, 2023

SINGLE FAMILY RESIDENTIAL, DUPLEX AND TRIPLEX RATE SCHEDULE

APPLICABILITY - For service to all single-family customers or their equivalent, 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.

WATER RATES - Monthly Base Charge Per Unit Served

<u>Meter Size</u>	<u>Charge</u>
All	\$8.68

Gallonage Charge - (Per 1,000 gallons) Per Unit Served

<u>Block</u>	<u>Usage (gallons)</u>	<u>Charge</u>
1	0 - 6,000	\$3.92
2	6,001 - 12,000	4.76
3	12,001 - 18,000	5.59
4	18,001 and over	6.43

BILLING CHARGE- \$4.35 per account per month. No second charge if wastewater service is also provided.

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 - June 1, 2023



MULTI-FAMILY AND MIXED MASTER RATE SCHEDULE

APPLICABILITY - For service to all multi-family and mixed master customers as herein defined, 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.

WATER RATES - Monthly Base Charge Per Unit Served

<u>Meter Size</u>	<u>Charge</u>
All	\$6.94

Gallonage Charge - (Per 1,000 gallons) Per Unit Served

<u>Block</u>	<u>Usage (gallons)</u>	<u>Charge</u>
1	0 - 6,000	\$3.92
2	6,001 - 12,000	4.76
3	12,001 - 18,000	5.59
4	18,001 and over	6.43

BILLING CHARGE - \$4.35 per account per month. No second charge if wastewater service is also provided.

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 - June 1, 2023

## INSTITUTIONAL RATE SCHEDULE

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

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

WATER RATES - Monthly Base Charge Per ERC

<u>Meter Size</u>	<u>Charge</u>
All	\$8.68

Gallonage Charge - (Per 1,000 gallons) Per ERC

<u>Block</u>	<u>Usage (gallons)</u>	<u>Charge</u>
1	0 - 6,000	\$3.92
2	6,001 - 12,000	4.76
3	12,001 - 18,000	5.59
4	18,001 and over	6.43

BILLING CHARGE - \$4.35 per account per month. No second charge if wastewater service is also provided.

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 - June 1, 2023

32.0 NORMAL RECONNECTION CHARGE - Removal or reconnection of service subsequent to a customer-request.  
\$40.00 Disconnect charge  
\$40.00 Reconnect charge

33.0 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  
\$135.00 after hours and weekends

34.0 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.

35.0 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)

36.0 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 require 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 \$835.00 or 1.0% of the cost of utility infrastructure subject to review and inspection.

Plan Review Resubmittal Fee - \$250.00 – At the second request for additional information.

Re-Inspection Fee - \$75.00 – At the request for additional inspection.

Warranty Expiration Televising (cleaning) - \$1.25 per linear foot (minimum of \$250)

Fire Flow Test -

\$75.00

\$75.00- retest

The Fire Department is to be notified by Company's engineering department when customer is ready to check the fire flow. Company and Fire Department will then do the test.

Developer Agreement Administration Fees - not to exceed \$1,000.00

Labor & Equipment -

\$65.00 per 1 man crew per hour

\$85.00 per 2 man crew per hour

Check for Misread and/or Leak

Re-Read or special read per customer request (excluding final reads)

High Bill Inquiry (no charge for 1st request in 12 month period)

Water Service Line Locate

Re-read due to obstruction by customer

Other related and similar activities

\$70.00 during normal work hours

\$150.00 after hours and weekends

Construction Water - \$80.00 connect and disconnect charge.

\$4.55 for each thousand (1,000) gallons of water used.

Water Tank Truck Fill-up Fee - \$4.55 per 1,000 gallons.

Bulk Water - \$4.34 per 1,000 gallons

Collier County Interconnect Water Rate - \$3.25 per 1,000 gallons, as may be modified from time to time according to the terms of the Potable Water Interconnects Agreement.

Estoppels Letter Fee

Normal Delivery - \$15.00

Rush Delivery - \$30.00

No extra charge if customer is also a wastewater 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.

## SERVICE AVAILABILITY POLICY

- 37.0 PURPOSE - The Company has determined that it is necessary to set forth a policy for the availability of water 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.
- 38.0 APPLICABILITY - This policy is applicable throughout the service territory of the Company.
- 39.0 AGREEMENT FOR SERVICE - Service is provided through a Service Agreement 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 water connections on this property cannot serve water 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 herein. If there are multiple owners of a duplex, triplex, or other multi-unit building, each must pay an ANC Fee, Deposit Connection Fee and any other applicable fees appropriate to such unit.
- 40.0 APPLICATIONS BY AGENTS - Applications for water 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 water service is rendered under application between the Company and an agent of the principal, the use of such water 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 water service is rendered.
- 41.0 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.
- 42.0 NON-TRANSFERABILITY - A person who has paid an ANC Fee on one location, must pay another ANC Fee for water 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.
- 43.0 LETTERS OF AVAILABILITY - Company may issue Letters of Availability of water 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 a Permit Letter for the purpose of obtaining a concurrency letter or building permit.

44.0 SERVICE AVAILABILITY PAYMENTS - In consideration for the provision of water service by the Company, Developer shall be required to pay certain costs of making service available, including on-site water distribution 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.

45.0 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, Triplex:

<u>Meter Size</u>	
All	\$3,040.00 per unit served

(b) Multi-family and Mixed-Master: \$2,432.00per unit served

(c) Assisted Living Facility: \$3,040.00 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 and Irrigation Service:

The Company charges the following ANC Fees for general and irrigation service based on meter equivalency to defray all or a portion of the cost associated with the demand placed on the water system by such service; provided, however, that single family, duplex and triplex Customers receiving irrigation service through a 3/4” or smaller meter shall not be subject to such ANC Fee payments:

<u>Meter Size</u>	<u>ERC</u>	<u>Charge Per ERC</u>
3/4” or less	1	\$ 3,040.00
1”	2.5	\$ 7,600.00
1.5”	5	\$ 15,200.00
2”	8	\$ 24,320.00
3”	16	\$ 48,640.00
4”	25	\$ 76,000.00
6”	50	\$152,000.00
8”	80	\$243,200.00

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.

- 46.0 SPECIAL SERVICE CHARGE TO IMPERIAL HARBOR SUBDIVISION - As a result of the abandonment of Harbor Utilities Company, Inc., the Company provides water service to the Imperial Harbor Subdivision. In order to provide such service, the lines, meters, meter boxes, 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, which includes ANC Fee, in a lump sum, or amortize the cost over 25 years which charges are set forth below.

Special Service Charge: \$2,482.49 per unit  
or  
Monthly Amortization: \$ 17.55 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.

- 46.1 SPECIAL SERVICE CHARGE 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: \$4,826  
or  
Monthly Amortization: \$28.93 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.

- 47.0 CAPACITY RESERVATION FEES - Upon execution of a Water 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 taking such action. 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.
- 47.1 CONSTRUCTION METER - Requests for construction meters must be approved by the Company, and are ONLY for use within the Company's service territory. A map of the service territory is available upon request. Construction meters shall not be relocated outside of the development area and local distribution system under construction, without prior approval by the Company. The construction meter customer shall be responsible for making the meter available to the Company for determining usage on a monthly basis. The customer shall utilize the assigned meter with all cross connection control devices connected to the construction meter and shall comply with Company's Cross Connection Control Policy. Non-approved usage, or removal of the cross connection device, may result in tampering fees, additional water usage charges, and violation reconnection charges. If, in the process of obtaining water in an unauthorized manner, the Company's property is damaged, the cost of repairs shall be imposed for each occurrence, in accordance with this Tariff's provisions on tampering.
- 48.0 BACKFLOW PREVENTER - The Company requires the installation of backflow preventers on water connections to residential and commercial customers with dual water systems, and for other water connections as deemed reasonably necessary by the Company. Backflow preventers larger than 2" shall be installed by the developer or customer at its cost, and shall be subject to inspection by the Company prior to commencement of service. Backflow preventers larger than 2" shall remain as the property of the customer, and shall be tested annually by a certified backflow prevention technician at the customer's expense. Testing report shall be forwarded to the Company on an annual basis by the customer.

Backflow preventers sized 2" and smaller shall be installed by the Company and shall remain as the property of the Company. The developer or customer shall be required to pay for the installation as listed below. Annual testing of backflow preventers 2" and smaller shall be conducted by the Company at the Company's expense. All developers, contractors and customers shall comply with the Company's Backflow Preventer Policy.

<u>Meter Size</u>	<u>Fee</u>
3/4"	\$ 460.00
1"	\$ 520.00
1.5"	\$1,080.00
2"	\$1,300.00
Above 2-inch	Actual Cost



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

Existing Service (Tap Already Made):

<u>Meter Size</u>	<u>Fee</u>
3/4"	\$570.00
1"	\$790.00
1.5"	\$1,290.00
2"	\$1,390.00
Above 2"	Actual Cost

New Service with Cost to Install Service Line (Tap):

<u>Meter Size</u>	<u>Fee</u>
3/4" short	\$1,240.00
3/4" long	\$1,560.00
1" short	\$1,460.00
1" long	\$1,770.00
1.5" short	\$2,010.00
1.5" long	\$2,520.00
2" short	\$2,300.00
2" long	\$2,620.00
Above 2"	Actual Cost

50.0 IRRIGATION OR AUXILIARY USE METER INSTALLATION - There will be a separate connection/meter installation fee for irrigation or auxiliary meters which are requested by the customer or otherwise provided by the Company as follows:

<u>Meter Size</u>	<u>Amount</u>
3/4" short	\$ 625.00
3/4" long	\$1,560.00
Above 3/4"	Actual Cost

51.0 CONTRIBUTION OF LINES - Developer may be required to construct and contribute to the Company on-site facilities, particularly water distribution lines, and off-site facilities including transmission mains to connect to 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 and contribution of such lines shall meet the minimum specifications of the Company's Technical Specifications Manual.

52.0 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.

53.0 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 collect a charge based on the actual cost involved. The cost of a change or relocation of a service will be based on actual cost to Company. 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.

- 54.0 SERVICE TO EXISTING SUBDIVISIONS - In the event Company determines to provide service to an existing subdivision served by individual wells, 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 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 distribution 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. For customers in these areas connecting to the Company's potable water system, the Company may elect to allow such customers the option of paying the ANC fee and connection charges in lump sum, or amortizing the cost for up to thirty years.

Should the Company elect to allow such customers the option of amortizing such charges, the Company shall notify all customers in existing homes subject to the provisions of this paragraph of their right to elect to amortize these costs or pay these costs in a lump sum. Any customers so notified will have six (6) months from the date of notification to elect to participate in this program and to notify Company that the customer wishes to amortize these costs. Any customers so notified, that do not notify the Company within six months of their desire to amortize such costs, will be required to pay the ANC Fee and connection charges in lump sum. 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.

- 55.0 REFUNDABLE ADVANCES - Company may require, in addition to the contributions set forth herein, a refundable advance by a Developer to temporarily defray the cost of off-site extension of water 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 water 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 offsite 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.

- 56.0 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.

- 57.0 PRIVATE FIRE PROTECTION – Private fire protection consists of water service to support the operation of a private fire protection system, including private hydrants, automatic sprinkler systems, standpipes, and other appurtenances installed by the customer to assist in extinguishing fires. A private fire service line shall be installed at the customer's expense, and shall extend from the distribution main to an appropriate sized backflow preventer and then to the private fire protection system. Such system may serve a single family residence, a multi-unit building or complex, or a single commercial or general service customer.

The customer, at his or her expense, shall be responsible for ownership and maintenance of the private fire protection service, including the backflow preventer, from the customer side of the valve at the Company's main distribution water line. The minimum connection size for fire protection is two (2) inches, and there must be at minimum a two (2) inch valve designating the connection at the Company's main distribution water line.

The Company may institute service and maintenance policies regarding the provision of private fire protection service which it determines to be in the best interest of its customers and the safe operation of the utility. The Company may require assurance from the customer on a periodic basis that reasonable maintenance, testing, or inspection procedures have been conducted in order that the installation meets all standards required for such private fire protection systems. However, the Company shall in no way be responsible for the maintenance or operation of the private fire protection system, and assumes no liability for any personal or property damage which may result from the operation or the failure to operate of the private fire protection system.

The Company may refuse service to or disconnect a private fire protection installation from service if it does not comply with the Company's terms and conditions of service or, in the reasonable opinion of the Company, subjects the water system to unnecessary potential risk or expense. The Company shall not be required to modify its system in order to provide greater water pressure to support a private fire protection installation.

Private fire protection service shall normally be provided on an unmetered basis. The Company may, for good cause, require a particular service or a class of services to be equipped with a flow detection device. Private fire service may be billed based upon the demand of the sprinkler system. As a condition of service, the Company may require its private fire service customers to report reasonable estimates of the water volume used annually for flushing and testing and the amount of water used in the event of a fire.