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WASTEWATER TARIFF

HV UTILITY SYSTEMS, L.L.C.

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

TAL:42512:1

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WASTEWATER TARIFF

HV UTILITY SYSTEMS, L.L.C.

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

HV UTILITY SYSTEMS, L.L.C.

ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

WASTEWATER TARIFF

HV Utility Systems, L.L.C.

7107 Gibraltar Ave.
New Port Richey, FL 34653
(727) 847-1409

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

TAL:42512:1

Issuing Officer: Wally Torres
Title: Regional Manager

WASTEWATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0 – 6.1
Service Availability Policy	21.0
Standard Forms	17.0
Technical Terms and Abbreviations	5.0 – 5.1
Territory Authority	3.0

HV UTILITY SYSTEMS, L.L.C.

ORIGINAL SHEET NO. 3.0

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 285-S

COUNTY – Pasco County, Florida

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order No.</u>	<u>Date Issued</u>	<u>Docket No.</u>	<u>Filing Type</u>
9600	10/20/80	790813-S	Original Certificate Application
PSC-93-0020-FOF-SU	1/05/93	920419-SU	Transfer
PSC-99-0636-FOF-SU	4/05/99	981265-SU	Transfer

(Continued to Sheet No. 3.1)

HV UTILITY SYSTEMS, L.L.C.

ORIGINAL SHEET NO. 3.1

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The following territory in Pasco County, Florida:

Township 26 South, Range 16 East

Section 3

The West 1/2 of the Southeast 1/4 of said Section 3.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Pasco	Hacienda Village	RS, MS	12.0, 13.0

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 “BFC” – The abbreviation for “Base Facility Charge” which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 “CERTIFICATE” – A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 “COMMISSION” – The shortened name for the Florida Public Service Commission.
- 4.0 “COMMUNITIES SERVED” – The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 “COMPANY” – The shortened name for the full name of the utility which is HV Utility Systems, L.L.C.
- 6.0 “CUSTOMER” – Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 “CUSTOMER’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 the installation for disposing of wastewater located on the Customer’s side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 “MAIN” – A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 “RATE” – Amount which the Company may charge for wastewater service which is applied to the Customer’s water consumption.
- 10.0 “RATE SCHEDULE” – The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

(Continued to Sheet No. 5.1)

WASTE WATER TARIFF

(Continued from Sheet No. 5.0)

- 11.0 “SERVICE” – As mentioned in this tariff and in agreement with Customers, “Service” shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 “SERVICE CONNECTION” – The point where the Company’s pipes or meters are connected with the pipes of the Customer.
- 13.0 “SERVICE LINES” – The pipes between the Company’s Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer’s premises, excluding the meter.
- 14.0 “TERRITORY” – The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

WASTE WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	12.0
Adjustment of Bills	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer’s Installation	8.0	10.0
Continuity of Service	8.0	8.0
Customer Billing	9.0	15.0
Delinquent Bills	9.0	17.0
Evidence of Consumption	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts	10.0	21.0
General Information	7.0	1.0
Inspection of Customer’s Installation	8.0	11.0
Limitation of Use	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	16.0
Policy Dispute	7.0	2.0

(Continued to Sheet No. 6.1)

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Protection of Company’s Property	9.0	13.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	14.0
Termination of Service	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections – Wastewater	10.0	19.0

WASTEWATER TARIFF

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.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 POLICY DISPUTE – Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION – In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled “Your Water and Wastewater Service,” prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS – Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE – The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS – Extensions will be made to the Company’s facilities in compliance with Commission Rules and Orders and the Company’s tariff.
- 7.0 TYPE AND MAINTENANCE – In accordance with Rule 25-30.545, Florida Administrative Code, 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 laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer’s pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued to Sheet No. 8.0)

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE – In accordance with Rule 25-30.250, Florida Administrative Code, 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.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 LIMITATION 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 and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the Company, 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, remetering, 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. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION – No changes or increases in 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.

- 11.0 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 local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules or ordinances, 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 Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued to Sheet No. 9.0)

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES – In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above Rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY – The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company cause by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT OF WAY OR EASEMENT – 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.
- 15.0 CUSTOMER BILLING – Bills for wastewater service will be rendered – Monthly, Bimonthly, or Quarterly – as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water and wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY – In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, 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.
- 17.0 DELINQUENT BILLS – When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued to Sheet No. 10.0)

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 TERMINATION OF SERVICE – When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS – WASTEWATER – Any unauthorized connections to the Customer’s wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS – When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS – Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 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.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	N/A
General Service, GS	N/A
Miscellaneous Service Charges	15.0
Multi-Residential Service, MS	13.0
Residential Service, RS	12.0
Service Availability Fees and Charges	16.0

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY – Available throughout the area served by the Company.
- APPLICABILITY – For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS – Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD – Monthly
- RATE – \$12.13 per month
- MINIMUM BILL – \$12.13 Per month
- TERMS OF PAYMENT – Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE –
- TYPE OF FILING – Transfer

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY – Available throughout the area served by the Company.
- APPLICABILITY – For wastewater service for all master-metered residential, customers including, but not limited to, Condominiums, Apartments and Mobile Home Parks.
- LIMITATIONS – Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD – Monthly
- RATE – \$12.13 per month, per residential unit
- MINIMUM BILL – \$12.13 per month, per residential unit
- TERMS OF PAYMENT – Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE –
- TYPE OF FILING – Transfer

HV UTILITY SYSTEMS, L.L.C.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 14.0

HELD FOR FUTURE USE

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge 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.

INITIAL CONNECTION – This charge would be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION – This charge would be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION – This charge would be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) – This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$15.00
Normal Reconnection Fee	\$15.00
Violation Reconnection Fee	Actual Cost (1)
Premises Visit Fee (in lieu of disconnection)	\$10.00

(1) Actual cost is equal to the total cost incurred for services.

EFFECTIVE DATE –

TYPE OF FILING – Transfer

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service		
1" metered service		
1 1/2" metered service		
2" metered service		
Over 2" metered service	Actual Cost ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (_GPD)		
All others-per gallon/month		
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (_GPD)		
All others-per gallon/month		
<u>Inspection Fee</u>	Actual Cost ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (_GPD)		
All others-per gallon		
or		
Residential-per lot (_ft. frontage)		
All others-per gallon		
<u>Plan Review Charge</u>	Actual Cost ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (_GPD)	\$700.00	23.0
All others-per gallon		
<u>System Capacity Charge</u>		
Residential-per ERC (_GPD)		
All others-per gallon		

¹ Actual cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE –

TYPE OF FILING – Transfer

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

HV UTILITY SYSTEMS, L.L.C.

ORIGINAL SHEET NO. 18.0

WASTE WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

WASTEWATER TARIFF

APPLICATION FOR SEWER SERVICE

SEWER TAP AND SERVICE APPLICATION FORM

HV Utility Systems, L.L.C.
7107 Gibraltar Avenue
New Port Richey, Florida 34653
Phone: (727) 847-1409

Account No. _____
Date Application Requested: _____
Date Application Issued: _____

TO WHOM IT MAY CONCERN:

This is to acknowledge receipt from _____, Owner-Applicant, a sewer tap fee to service a _____ (type of structure or development), located at _____, Florida.
Zip: _____.

Sewer Service will be provided for this dwelling. Anticipated need for this service to begin _____.

LEGAL DESCRIPTION: _____

All residential sewage service connections shall be inspected and approved by HV Utility Systems, L.L.C. At least 24 hours notice must be given to HV Utility Systems, L.L.C., prior to the desired time for inspection.

HV UTILITY SYSTEMS, L.L.C.

Wally Torres, Regional Manager

Upper portion of this form to be used with Pasco County Building Permit Application Form.

Lower portion of this form to be retained by Owner-Applicant or Builder.

SEWER TAP AND SERVICE APPLICATION FORM

HV Utility Systems, L.L.C.
7107 Gibraltar Avenue
New Port Richey, Florida 34653
Phone: (727) 847-1409

Account No. _____

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

F	HV Utility Systems, L.L.C.	Code	Description	Previous Balance	Current Charges	Amount Due
R	7107 Gibraltar Avenue					
O	New Port Richey, FL 34653					
M						
R	HV Utility Systems, L.L.C.					
E T	7107 Gibraltar Avenue					
M O	New Port Richey, FL 34653					
I						
T	(727) 847-1409					
T						
O						
Bill Date:		Billing Period:				
		to				
MAKE CHECKS PAYABLE TO:		HV Utility Systems, L.L.C.		Incl Pmts Rec'd Thru:		
Wastewater rates are due and payable when rendered and become delinquent if not paid within twenty days of the date of this bill						

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Applicability of Service Availability Policy	22.0
Developer’s Agreement	24.0
Easements and Rights-of-Way	24.0
Guaranteed Revenue Agreements	24.0
Main Capacity Charges (Contributions in Aid of Construction)	23.0
Meter Installation (Contributions in Aid of Construction)	24.0
On-Site Facilities (Contributions in Aid of Construction)	22.0 – 23.0
Purpose	22.0
Refundable Advances	24.0
Requirements for Payment of Contributions in Aid of Construction	22.0
Schedule of Fees and Charges	16.0
Service Availability Policy	22.0 – 24.0
Service Outside Territory	22.0
Treatment Facilities (Contributions in Aid of Construction)	23.0

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Purpose. Service Company hereby establishes this policy for the purpose of creating a uniform method of determining the contribution in aid of construction to be borne by property owners, builders or developers (hereafter sometimes referred to as Contributor) within the service area. To insure the desired uniformity, the provisions of Part IX, Chapter 25-10, F.A.C., are incorporated herein and made a part hereof.

Applicability of Service Availability Policy. The provisions of this policy are applicable to all Contributors who desire service within or within reasonable proximity to the certificated territory of Service Company.

Service Outside Territory. Provision of service outside Service Company's certificated territory involves formal proceedings before the Florida Public Service Commission and entails engineering, administrative and legal expenses in addition to costs expected by the Service Company to provide service within its territory. Service Company will not be obligated to provide service outside the territory unless the Contributor agrees to pay in advance the reasonable costs of necessary formal proceedings, and the amount advanced will be adjusted to conform with actual expenses after the proceedings have been completed. Service Company will make extensions outside the territory only if the extensions and treatment plant reservation of expansion to serve such extensions and treatment plant reservation of expansion are economically feasible as defined by Rule 25-10.121(9), F.A.C., and satisfy the requirements of Section 367.121(1)(d), Florida Statutes.

Requirements for Payment of Contributions in Aid of Construction. Service Company requires the payment of contributions in aid of construction either by cash payments or through transfer of sewage collection facilities and appurtenances thereto which have been installed by the prospective customer or through a combination of both cash payments and a transfer of such facilities.

On-Site Facilities (Contributions in Aid of Construction). Contributors may design and install on-site facilities with such design, installation and construction to be subject to the approval of Service Company. Contributor shall pay all Service Company's reasonable costs for engineering, supervision, administration and legal work incident to the approval of facilities. Contributor shall also be responsible for financing of the on-site facilities in such a manner as to permit transfer or ownership and control of the facilities to Service Company free and clear of any impediment to the continuous unfettered enjoyment of Service Company. On-Site facilities will, at the option of Service Company, be transferred to Service Company. All transfers of on-site facilities shall be in form reasonably satisfactory to Service Company and shall be accompanied by satisfactory evidence of ownership free and clear of any liens and encumbrances.

(Continued to Sheet No. 23.0)

WASTEWATER TARIFF

(Continued from Sheet No. 22.0)

All expenses of any nature related to the on-site project, such as, but not limited to, fees for permits and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work or engineering shall be paid by Contributor.

Service Company may install or may require the installation of oversized lines or facilities on Contributor's property to provide service to other properties in accordance with the master plan of Service Company. In this event, Contributor may be required to advance the entire cost and the balance of the cost in excess of the cost to serve the Contributor will then be the subject of a refundable advance agreement.

Main Capacity Charge (Contributions in Aid of Construction). Service to property may be dependent upon the extension of or the existence of previously extended off-site sewage collection facilities. Whenever use of such off-site facilities is necessary to render service, the Contributor must pay in advance the total cost of the pro rata share of all off-site facilities necessary to provide service to the property (tract) to be rendered service.

It is hereby declared and established that the determination of the pro rata share will be based upon reasonable engineering judgment that includes consideration of the utility demands of (a) the quantum area to be developed; (b) the development trends in the surrounding territory; and (c) the consumer density and the estimated use of service by the proposed development. It is further declared that the charge for the pro rata share of off-site facilities is applicable whether or not the facilities have been previously constructed or are necessary to be constructed to serve Contributor. Service Company may require the installation of oversized off-site lines and facilities to provide service for other properties in accordance with the master plan of Service Company. In this event, Contributor may be required to advance the entire cost and the balance of the cost in excess of the cost to serve the Contributor and will then be the subject of a refundable agreement.

Treatment Facilities (Contributions In Aid Of Construction). Service Company requires that all Contributors pay for a pro rata share of the cost of treatment plant facilities, whether or not the facilities have been constructed or may be constructed to continue to render service. Such payments are herein defined as contributions in aid of construction and shall be paid in advance as follows:

(a) Sewer – \$700.00 per E.R.C., computed upon a basis of sewer plant capacity of 350 gallons per day per ERC. Equivalency determinations shall be made by Service Company and will give consideration to the waste characteristics of sewage to be treated.

(Continued to Sheet No. 24.0)

WASTEWATER TARIFF

(Continued from Sheet No. 23.0)

Meter Installation (Contributions In Aid Of Construction). Each Contributor will pay the actual cost of sewage flow meters and meter installation if such meters are required by the property to be served, as determined by Service Company. The cost must be paid in advance.

Guaranteed Revenue Agreements. It is declared and established that nothing herein shall remove the financial risk of development from Contributor and such financial risk shall not be borne in any way by Service Company.

If Service Company deems it is prudent and necessary, a guaranteed revenue agreement may be required as a prerequisite to service availability. All service company expansions must be self-supporting.

All guaranteed revenue agreements will be in conformity with Rule 25-10.121(9) and (12), F.A.C., and Rule 25-10.138, F.A.C.

Refundable Advances. As previously stated in this policy, occasions may arise when, for sound engineering reasons relating to Service Company's master plan, it is necessary to serve a Contributor with facilities greater in size than the facilities related to the Contributor's pro rata share. In the event Service Company requires a Contributor to advance the entire cost of oversized facilities, then that portion of the cost in excess of the cost necessary to provide service to Contributor may then become the subject of a refundable advance agreement. The agreement shall provide a reasonable plan of contingent return to the customer of amounts in excess of the cost of facilities necessary to serve Contributor. Contributor shall not be entitled to any refunds after the end of seven years after the advance was received and Service Company shall not be obligated to pay interest to the Contributor on any money advanced to Service Company.

Easements and Rights-of-Way. As a prerequisite to the construction of any sewage collection system proposed to be connected to the facilities of Service Company, Contributors shall be responsible for obtaining all easements or rights-of-way necessary in connection with the installation of the proposed facilities and the master plan of Service Company. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to Service Company. Such conveyances shall be made without cost to Service Company.

Developer's Agreement. Whenever the situation dictates or Commission rules require preparation and execution of a Developer's Agreement, such agreement will be consistent with the provisions of this Service Availability Policy and in conformity with the rules promulgated and revised from time to time by the Commission.