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CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 22-04

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, APPROVING THE PETITION OF BONITA SPRINGS UTILITIES, INC., TO INCREASE ITS WATER AID-TO-NEW CONSTRUCTION FEES AND CERTAIN MISCELLANEOUS SERVICE CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bonita Springs Utilities, Inc. (“BSU”) provides water and wastewater service within and outside the City of Bonita Springs pursuant to that certain Franchise Agreement By, Between And Among Bonita Springs Utilities, Inc., The City of Bonita Springs, Florida, and Lee County, Florida (“Franchise”);

WHEREAS, the City of Bonita Springs received the Petition dated May 16, 2022, to amend its Tariff for waster aid-to-new construction and miscellaneous special service charges, which Petition was accepted by the City Council at its regular meeting of June 15, 2022 and is attached hereto as Exhibit A; and,

WHEREAS, the City Council has set the said Petition for a public hearing on July 20, 2022, at 9:00 a.m., and caused due notice thereof to be published in the Fort Myers News-Press, a copies of which said notice are on file with the City Clerk; and,

WHEREAS, a public hearing was held on July 20, 2022 in the City Council Chambers, Bonita Springs, Florida, at which time BSU presented evidence and testimony in support of its Petition, and all interested parties were permitted to address the Bonita Springs City Council and to make a statement of record, and the Council, after being fully advised in the premises, makes the following determinations:

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA, THAT:

Section 1. Recitals.

Each and all of the foregoing recitals are hereby incorporated into this Ordinance as if specifically set forth herein.

Section 2. Amended Tariff Adopted.

The revised Tariffs, as proposed by BSU in its Petition, is hereby approved and granted.

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Section 3. Effective Date.

This ordinance shall take effect immediately upon adoption.

PASSED on first reading this _____ day of _____, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL of the City of Bonita Springs, Florida this 3 day of August, 2022.

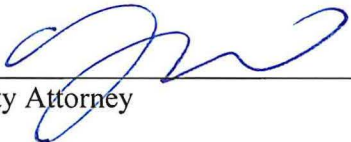
Attest:

CITY OF BONITA SPRINGS, FLORIDA

By: 
City Clerk

By: 
Mayor

Reviewed for legal sufficiency:

By: 
City Attorney

Vote:

Carr Aye	Gibson Aye
Purdon Aye	Quaremba Aye
Forbes Aye	Steinmeyer Aye
Corrie Aye	

Date filed with City Clerk: 8/8/2022

Exhibit A

BONITA SPRINGS UTILITIES, INC.

PETITION TO AMEND TARIFFS

Bonita Springs Utilities, Inc., ("BSU" or "Company"), a not-for-profit Florida corporation, hereby files its Petition to Amend Tariffs to increase Water Aid-to-New Construction (ANC) Fees and certain Miscellaneous Service Charges and in support thereof provides the following:

A. Purpose of the Petition

Pursuant to that certain Franchise Agreement by, between and among Bonita Springs Utilities, Inc., the City of Bonita Springs, and Lee County, Florida dated October 2, 2002 and enacted as City of Bonita Springs Ordinance No. 02-14, and as subsequently amended ("Franchise"), the Company provides water and wastewater service within the City, a portion of the Village of Estero and certain unincorporated areas in Southwest Lee County.

In order to keep up with growth in the service area, BSU currently has underway a 4.0 million gallon per day (MGD) expansion of its reverse osmosis (RO) water treatment plant. BSU is increasing its water ANC Fee to recover a portion of the cost of this plant expansion from the new development and customers it will serve. No update to wastewater ANC fees is requested at this time.

In addition, the Company charges for certain miscellaneous services requested by individual customers. These may include services provided to new development such as a project plan review fee, new service line installation fee, and a meter installation fee. These charges have not increased in many years and more recently, inflation has significantly increased the cost of providing these services. These charges are paid only by the individual members or developers requesting these services.

B. The Water System Expansion

The Company operates a 9.0 MGD lime softening water treatment plant and a 6.52 MGD RO water treatment plant. BSU is expanding the RO water treatment plant capacity by 4.0 MGD. The water source for this expansion is the Upper Florida (brackish water) aquifer. Use of this aquifer and RO treatment technology is consistent with the South Florida Water Management District's Lower West Coast Water Supply Plan. The expansion includes a building expansion, two 2.0 MGD RO treatment trains (membrane groups), one new cartridge filter, one new sand strainer, one transfer pump with expanded clear well, bypass blending enhancements, well siting and construction of up to twelve new wells, well generators, raw water transmission mains from the wells to the plant site, mechanical, electrical, structural, instrumentation and control features to integrate with the existing facilities. Ancillary work includes hydraulic modeling of the raw water transmission mains, hydrogeological services for well drilling, and site design services for raw water transmission mains. The estimated cost for the RO water treatment plant expansion is \$43,000,000. Construction is expected to be completed in the fall, 2023. The cost is being funded through a \$20,000,000 Lee County Industrial Development Revenue Bond Issue, water ANC Fees, and cash on hand.

C. The ANC Fee and Miscellaneous Utility Fee Study

Raftelis Financial Consultants, Inc. (Raftelis) is a utility, rate and financial consulting firm headquartered in Maitland, Florida. Raftelis is one of the premier water and wastewater financial consultants in the State, servicing a number of local government utilities in Southwest Florida and throughout the State. BSU engaged Raftelis to update its ANC Fees and review its miscellaneous service charges. Attached hereto as **Exhibit "A"** is the Aid-to-New-Construction and Miscellaneous Utility Service Fee Study (the "Study"). The Study supports an increase in Water ANC Fees and certain miscellaneous service charges.

D. Water ANC Fee Increase

ANC Fees (impact fees) are paid by each new connection to the system to defray all or a portion of the cost of providing service to the property. The Study is based on industry accepted methodologies used to develop utility capital infrastructure fees where the fees: 1) recover the capital costs associated with providing water and/or wastewater capacity to new development; 2) are not used to fund capital deficiencies for existing ratepayers; 3) are based on a reasonable level of service standard; 4) are indicative of the criteria used for long term infrastructure planning; and 5) meet case law and statutory requirements. The fees received by the utility must be reasonably related to the capital cost of providing utility infrastructure. This methodology is comparable to that used in 2007 to support existing ANC fees.

The table below shows water ANC fees for the industry standard ¾ inch connection. Larger meter sizes correspond to a higher ANC Fee based on industry standard meter equivalency ratios.

<u>Class of Service</u>	<u>Existing</u>	<u>Proposed</u>	<u>Increase</u>
Single-Family, Duplex, Triplex (per Unit)	\$ 2,600	\$ 3,040	\$ 440
Multi-family and Mixed-Master (per Unit)	\$ 2,080	\$ 2,432	\$ 352
Assisted Living Facility (per ERC) (1)	\$ 2,600	\$ 3,040	\$ 440
General and Irrigation Service (2)	\$ 2,600	\$ 3,040	\$ 440

(1) The ANC fee is calculated based on the estimated water capacity at a rate of 100 gpd / bed plus five (5) gpd / meal served (resident or staff) divided by 250 gpd to determine the number of ERCs.

(2) ANC Fees for larger meter sizes for this class of service are set forth in exhibits.

Rates and charges differ among utilities for a variety of factors including customer base, system growth, customer type and location, required level of treatment, water source, age and service life of system, excess plant capacity, level of impact fees, and differences in loan covenants. The table below shows a comparison of water ANC fees (impact fees) with other local utility providers for the industry standard ¾ inch residential connection:

<u>Utility</u>	<u>Water Fee</u>
BSU – Existing	\$ 2,600
BSU – Proposed	\$ 3,040
Cape Coral	\$ 2,551
Collier County	\$ 3,382

Fort Myers	\$ 2,023
Marco Island	\$ 3,740
Lee County	\$ 2,440

E. Miscellaneous Service Charges

The Study analyzes and recommends changes to certain miscellaneous service charges based on the Company's cost of service and provides a comparison to the charges of other utilities. A Table summarizing the existing and proposed miscellaneous service charges is attached hereto as **Exhibit "B."** These Tariff changes are necessary for the Company to recover its cost of providing these services. If the cost of providing these services to the individual customer requesting them are not paid by that customer, then they are in part by the general body of customers.

F. Request for Relief

The Franchise, in part, provides that: "At all times, however, Utility shall be authorized to charge and collect revenues sufficient to cover 100% of its reasonable cost of operation and maintenance on its facilities, plus fully comply with its debt service coverage obligations". The Company's ANC Fees and miscellaneous service charges are cost based and generally competitive when compared to those of neighboring utilities.

WHEREFORE, Petitioner submits that the requested charges are reasonable, fair, and just. The Company hereby gives notice pursuant to Section Five (B) of the Franchise of its intention to impose such new charges, subject to City consent. The Company requests this Honorable Council set a public hearing and take such other action as may be required by law to hear this Petition and consent to the amended Water Tariff and Wastewater Tariff in the forms attached hereto as **Exhibit "C"** and **Exhibit "D"** respectively.

Respectfully submitted May 13, 2022



John R. Jenkins, Executive Director
Bonita Springs Utilities, Inc.



BONITA SPRINGS UTILITIES, INC.

Aid-to-new-construction and Miscellaneous Utility Fee Study

DRAFT

March 28, 2022 DRAFT

EXHIBIT A



RAFTELIS

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LIST OF ABBREVIATIONS USED IN THIS REPORT

ANC fees – Aid-to-new-construction Fees
BSU – Bonita Springs Utilities, Inc.
CIP – Capital Improvement Plan
ERC – Equivalent Residential Connection
GPD – Gallons per day
MADS – Maximum Annual Debt Service
MGD – Million Gallons per Day
O&M – Operations and Maintenance
R&R – Renewal and Replacement
RFC – Raftelis Financial Consultants, Inc.

EXECUTIVE SUMMARY

Background of the Study

Bonita Springs Utilities, Inc. (BSU) is a member-owned not-for-profit, tax-exempt Florida corporation organized under Chapter 617, Florida Statutes, providing water and wastewater services in southwest Lee County. Through a franchise agreement between BSU, Lee County (County) and the City of Bonita Springs (City), BSU has an exclusive franchise to provide water and wastewater service within the City limits, certain contiguous unincorporated areas within the County and to a portion of the Village of Estero. BSU also has the responsibility to set rates and charges for service that are reasonable, fair, and just. Any adjustments to such rates are subject to review and approval by the City, apart from annual CPI cost adjustments and certain other pass-through provisions within the franchise agreement.

BSU engaged Raftelis Financial Consultants, Inc. (Raftelis) to review and provide recommended adjustments to its existing water and wastewater aid-to-new-construction (ANC) fees and other miscellaneous user fees.

Summary

Based on the analysis set forth in this report, we recommend the Water ANC fees be increased by \$440 from \$2,600 to \$3,040 for the most common and smallest new services (i.e., a 3/4-inch or lower meter). We recommend commensurate increases to larger meter sizes and all customer classes as shown below:

Table 1: Existing and Proposed Residential Water ANC Fees

Class	Existing	Proposed	Increase
Single-family Residential, Duplex, Triplex (per Unit)	\$2,600.00	\$3,040.00	\$440.00
Multi-Family and Mixed-Master (per Unit)	\$2,080.00	\$2,432.00	\$352.00
Assisted Living Facility (per ERC) [1]	\$2,600.00	\$3,040.00	\$440.00

[1] The ANC fee is calculated based on the estimated water capacity at a rate of 100 gpd / bed plus five (5) gpd / meal served (resident or staff) divided by 250 gpd to determine the number of ERCs.

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Table 2: Existing and Proposed General Service Water ANC Fees

Meter Size	Existing Fees	Calculated Fees	Increase
3/4-inch	\$2,600.00	\$3,040.00	\$440.00
1-inch	\$6,500.00	\$7,600.00	\$1,100.00
1-1/2-inch	\$13,000.00	\$15,200.00	\$2,200.00
2-inch	\$20,800.00	\$24,320.00	\$3,520.00
3-inch	\$41,600.00	\$48,640.00	\$7,040.00
4-inch	\$65,000.00	\$76,000.00	\$11,000.00
6-inch	\$130,000.00	\$152,000.00	\$22,000.00
8-inch	\$208,000.00	\$243,200.00	\$35,200.00

The increase is primary due to inclusion of the RO plant expansion to meet new demand requirements.

The table below shows a comparison of ANC fees with other local utility providers:

Table 3: Water ANC Fee Comparison (3/4-inch Single-family Residential)

Utility	Water
BSU – Existing	\$2,600.00
BSU – Proposed	\$3,040.00
Cape Coral	\$2,551.00
Collier County	\$3,382.00
Fort Myers	\$2,023.00
Marco Island	\$3,740.00
Lee County	\$2,440.00

While there is a proposed increase to the Water ANC Fees, we do not recommend any changes to the Wastewater ANC Fees at this time. Similar to water ANC fees, the exact range of potential wastewater ANC fees is dependent on a number of factors including the future growth related projects, a level of service review, and other factors. It is our understanding that BSU is not contemplating wastewater treatment expansion options within the next five years, although the next expansion could occur within ten years. When the expansion plans come within the five-year planning horizon, BSU should review its ANC fees and level of service requirements.

Miscellaneous Fees

Section 2 of this report outlines numerous miscellaneous fees in the existing BSU tariffs, and recommends changes in certain fees such as meter installation charges based on current costs. Section 2 also includes fee comparisons with other nearby utilities on many of the miscellaneous fees.

SECTION 1. AID-TO-NEW-CONSTRUCTION (ANC) FEES

Background

Bonita Springs Utilities, Inc. (BSU) is a member-owned not-for-profit, tax-exempt Florida corporation organized under Chapter 617, Florida Statutes, providing water and wastewater services in southwest Lee County. Through a franchise agreement between BSU, Lee County (County) and the City of Bonita Springs (City), BSU has an exclusive franchise to provide water and wastewater service within the City limits, certain contiguous unincorporated areas within the County and to a portion of the Village of Estero. BSU also has the responsibility to set rates and charges for water and wastewater service that are reasonable, fair, and just. Any adjustments to such rates are subject to review and approval by the City, apart from annual CPI cost adjustments and certain other pass-through provisions within the franchise agreement.

BSU engaged Raftelis Financial Consultants, Inc. (Raftelis) to update its Aid-to-new-construction Fees (ANC Fees). ANC Fees are paid by each new connection to the System to defray all or a portion of the cost of providing service to the property. ANC fees are governed by the franchise agreement requirement of being reasonable, fair, and just. The approach in this report used for the ANC Fees are based on industry accepted methodologies used to develop similar one-time utility capital infrastructure fees where the fees: 1) recover the capital costs associated with providing water and wastewater capacity to new development; 2) are not used to fund capital deficiencies for existing ratepayers; 3) are based on a reasonable level of service standard; 4) are indicative of the criteria used for long term infrastructure planning; and 5) meet case law and statutory requirements. In addition, the fees whereby the benefits received by the applicant must be reasonably related to the capital cost of providing utility infrastructure. This methodology is comparable to the methodology used in 2007 to support BSU's existing ANC fees.

ANC Calculation Approaches

An ANC fee should be based on a rational nexus between the fee being charged and the costs incurred to serve new development. For this reason, it is important that an ANC fee is supported by calculations that tie eligible costs to expansion capacity in a sound manner. ANCs should normally be consistent with at least one of the following two approaches: the *incremental cost method* and the *system buy-in method* (sometimes referred to as the *equity method*). It is not uncommon for these two methods to be blended into a hybrid approach.

The *incremental cost method* follows the logic that growth-driven capital expansion programs should be paid for principally by new users. This method is most appropriate for utilities that dedicate a significant portion of their capital program to accommodating expansion. The incremental cost method often factors in a debt payment offset, removing the net present value of debt principal

payments and financing costs so as to prevent double recovery of these costs (once through the ANC and once through regular rates).

The *system buy-in method* is based on the following logic: because new customers are connecting to an established system that is partially free of debt, they should pay a connection fee that reimburses the utility for the debt-free and non-contributed available capacity that has already been paid for by existing customers. This approach is most appropriate in low growth systems where existing capacity is adequate for serving future customers without significant expansion.

A hybrid approach is used for developing BSU’s ANC fees since there is both significant existing investment in transmission infrastructure and a substantial expansion in treatment facilities.

Development of Water ANC Fee Calculation

ANC fees were developed using the average cost of providing capacity to new growth based on the cost of existing infrastructure plus the cost of developing new facilities. The existing BSU water treatment capacity in terms of gallons per day and equivalent residential units (ERUs) is summarized below:

Table 4: Existing Water Treatment Facility Capacity

Treatment Plant	Capacity (MGD)
RO Water Treatment Plant [1]	8.56
Lime Softening Treatment Plant [2]	9.00
Total	17.56
Level of Service (Gallons per Day per ERU)	250
Equivalent Residential Units Available (Before Expansion)	70,240

[1] Derived from BSU Fiscal Year 2020 Annual Engineering Report, page 2-4.

[2] Derived from BSU Fiscal Year 2020 Annual Engineering Report, page 2-6.

The calculated ERUs of 70,240 shown above are based on the existing water level of service equal to 250 gallons per day. This level of service is comparable to similar other water providers and therefore no additional analysis or change to this amount is recognized for purposes of the ANC calculation.

The Water ANC calculation includes a blend of existing embedded assets that have capacity available for growth plus the cost of new facilities. The summary of existing water assets considered in the ANC analysis are based on the fixed asset records summarized below:

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Table 5: Potable Water Assets

<u>Asset Type [1]</u>	<u>Treatment</u>	<u>Transmission</u>	<u>Total</u>
Treatment Plants	\$91,710,606		\$91,710,606
Wellfield	14,285,650		14,285,650
Aquifer Storage Recovery	3,602,170		3,602,170
Storage Tanks	11,157,722		11,157,722
Other Buildings			
Water Mains [2]		29,702,210	29,702,210
Total Water System	<u>\$120,756,148</u>	<u>\$29,702,210</u>	<u>\$150,458,358</u>

[1] Amounts are gross assets derived from BSU fixed assets as of September 30, 2020. Amounts exclude assets not applicable to water ANC fees such as vehicles and minor equipment.

[2] For purposes of ANC calculations, 25% of water mains are assumed to be transmission with the remaining as localized distribution. The amount shown above includes only the transmission portion of water mains.

As shown above, the fixed assets are allocated between water treatment and transmission for ANC calculations purposes. First, the available capacity may differ between treatment and transmission and, second, utilities occasionally need to separate transmission costs for developments that make significant transmission improvements and are provided credit against the transmission portion of the ANC fee. This second reason is likely not to be common to BSU since most of the transmission system is in place and in the event that a particular development may need to pay for a specific transmission extension, the ANC fee includes embedded transmission facilities that are integral to connecting to the treatment facilities.

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Relying on the fixed assets discussed above, remaining capacity, and other available data, the following shows calculation of water ANC fees:

Table 6: Water ANC Calculation

	Treatment	Transmission	Total
Water Gross Assets (9/30/20)	\$120,756,148	\$29,702,210	\$150,458,358
<u>Existing Allocation to ANC:</u>			
% Capacity Available (see Note 3)	15.00%		
Treatment Assets	\$18,113,422		
MGD	2.634		2.634
ERCs	10,536		
4.0 MGD RO Plant Expansion	\$43,039,209		\$43,039,209
New Total Water Capacity (MGD)	4.000		4.000
Cost per Gallon	\$10.76		\$10.76
LOS (GPD)	250		250
Cost per ERC	\$2,690		\$2,690
Total Cost	\$61,152,631	\$29,702,210	
Water Capacity (MGD)	6.63	10.08	
Cost per Gallon	\$9.22	\$2.95	
LOS (GPD)	250	250	
Cost per ERC	\$2,304.00	\$736.00	\$3,040.00

Existing 3/4" or less (One ERC)	\$2,600
Increased Maximum Fee Amount	\$440

1. Assumes no change to existing level of service (250 gallons per day / ERU).
2. Existing costs based on reported original cost.
3. Availability of existing capacity based on the following:

	ERCs
Max Capacity	70,240
Existing ERCs*	49,667
Remaining	20,573
% Remaining	30.00%
% Recognized	15.00%

(lower % recognized to include lag in new fee implementation and contingency).

4. Existing transmission capacity based on 2020 average annual daily flow of 10.08 MGD.*

* Source: (Fiscal Year 2020 Annual Engineering Report, p. 2-1.)

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As shown above, the updated water ANC fee is calculated to be \$3,040 per ERC and/or 3/4-inch meter. It should be noted that this analysis is based on available data including the RO capacity expansion cost estimates. There are certain assumptions and observations that should be considered in this analysis, including:

1. The analysis does not use a replacement cost or replacement cost new less depreciation (RCNLD) approach since we are conducting a high-level analysis based on summary assets reported by BSU. Typically adjusting for asset replacement costs would increase the fee calculation, but we do not know how significant the difference in fees might be.
2. The analysis does not include interest on debt funding of expansion assets. Should interest be included, then a debt service credit should be calculated to avoid the appearance of double-counting costs for new growth that becomes ratepayers (since ratepayers fund a portion of debt service).
3. It is assumed the continuation of the ANCs being applied by meter size in accordance to AWWA meter equivalent ratios.
4. There has been no evaluation of the merits of other ANC application methods such as an attributes basis (e.g., based on seats in a restaurant, square feet of retail space, etc.).
5. We do not have an opinion whether BSU’s ANC fees fall within the jurisdiction of F.S. 163.31801 (impact fees) and limitations of increases set forth in recent legislative changes. It is likely that BSU is not subject to the provisions of this statute, since BSU is a private company and not a local government, school district or special district referenced in the statute, but Raftelis cannot provide any assurances thereto.

The calculated water ANC fees by meter size are based on established meter equivalent ratios.

Table 7: Existing and Proposed Residential Water ANC Fees

Class	Existing	Proposed	Increase
Single-family Residential, Duplex, Triplex (per Unit)	\$2,600.00	\$3,040.00	\$440.00
Multi-family and Mixed-Master (per Unit)	\$2,080.00	\$2,432.00	\$352.00
Assisted Living Facility (per ERC) [1]	\$2,600.00	\$3,040.00	\$440.00

[1] The ANC fee is calculated based on the estimated water capacity at a rate of 100 gpd / bed plus five (5) gpd / meal served (resident or staff) divided by 250 gpd to determine the number of ERCs.

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Table 8: Existing and Proposed General Service Water ANC Fees

Meter Size	Existing Fees	Equivalent 3/4" Ratios	Calculated Fees	Increase
3/4-inch	\$2,600.00	1.0	\$3,040.00	\$440.00
1-inch	\$6,500.00	2.5	\$7,600.00	\$1,100.00
1-1/2-inch	\$13,000.00	5.0	\$15,200.00	\$2,200.00
2-inch	\$20,800.00	8.0	\$24,320.00	\$3,520.00
3-inch	\$41,600.00	16.0	\$48,640.00	\$7,040.00
4-inch	\$65,000.00	25.0	\$76,000.00	\$11,000.00
6-inch	\$130,000.00	50.0	\$152,000.00	\$22,000.00
8-inch	\$208,000.00	80.0	\$243,200.00	\$35,200.00

Wastewater ANC Fees

Similar to water ANC fees, the exact range of potential wastewater ANC fees is dependent on a number of factors including the future growth related projects, a level of service review, and other factors. It is our understanding that BSU is not contemplating wastewater treatment expansion options within the next five (5) years, although the next expansion could occur within 10 years. When the expansion plans come within the five year planning horizon, BSU should review its ANC fees and level of service requirements.

Conclusions and Other Considerations

We have calculated a justified increase in water ANCs fees and provided an updated schedule based on across-the-board increases in fees. By modifying water ANC fees to the maximum justified level, BSU will better enable growth to pay its own way and minimize the cost burden of funding growth related infrastructure to existing ratepayers.

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SECTION 2. MISCELLANEOUS FEES

General

Ancillary or miscellaneous charges are generally established for periodic services such as establishing a new account, meter installation, reconnection charges, and plan review fees. BSU currently has numerous miscellaneous charges authorized in its existing tariffs. Raftelis has worked with BSU staff to identify current costs of these miscellaneous services and provide recommendations on proposed changes to certain fees to reflect current costs. Miscellaneous fees are generally calculated using a “bottom-up” approach (or activity-based costing), meaning costs for each service are developed based on the labor and materials required to perform the requested service. The labor costs generally consist of base hourly rates, which are then adjusted by certain factors to account for taxes / benefits and overhead costs. Taxes and benefits consist of items such as vacation and sick time, holiday pay, health care, pension contributions, FICA taxes, unemployment and worker’s compensation costs. The overhead costs generally include an allowance for supervisory oversight for each employee and service performed. The costs for materials are also adjusted by a reasonable factor above purchase price to account for purchasing and storage costs. Lastly, vehicle rates as obtained from FEMA’s 2021 Schedule of Equipment Rates are used to establish a cost basis, typically per hour of use.

A summary of existing and proposed miscellaneous fees is included in Exhibit 1 at the end of the report. Each fee shown on Exhibit 1 is referenced to the BSU water and/or wastewater tariff, and are listed in generally the same order as found within the tariffs. We include meter installations and backflow preventers at the top of Exhibit 1 since it is the most common miscellaneous fee currently provided. The following provides additional information to certain fees that are proposed to either change significantly, are new fees, or those fees where clarification is needed.

Meter Installation

One of the most common miscellaneous services is new meter and service installations. Material costs for this service have increased substantially due to inflation and changes from manual read to automated technology. Based on current costs of materials and labor and interviews with staff, an average cost was calculated to provide meter installations for service lines already existing and for new service connections. A cost analysis was also performed for backflow preventors. BSU currently charges Water Meter Installation fees when new service lines are required based on each connection requiring a short or long tap. The results are provided on the table below:

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Table 9: Meter Installation and Backflow Installation Charges

Meter Size:	3/4-inch	1-inch	1-1/2-inch	2-inch
Water Meter Installation (Existing Service Line):				
Existing	\$300.00	\$350.00	\$530.00	\$730.00
Proposed	\$570.00	\$790.00	\$1,290.00	\$1,390.00
Water Meter Install & Tap (New Service Line):				
Existing – Short Tap	\$585.00	\$635.00	\$835.00	\$1,240.00
Proposed – Short Tap	\$1,240.00	\$1,460.00	\$2,010.00	\$2,300.00
Existing – Long Tap	\$1,560.00	\$1,610.00	\$1,805.00	\$2,375.00
Proposed – Long Tap	\$1,560.00	\$1,770.00	\$2,520.00	\$2,620.00
Backflow Preventer:				
Existing	\$250.00	\$290.00	\$525.00	\$605.00
Proposed	\$460.00	\$520.00	\$1,080.00	\$1,300.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibits 2, 3, and 4.

RECOMMENDATION

It is recommended that BSU establish the proposed fees as shown on the table above.

Table 10: Local Comparison of Meter Installation Fees

Meter Size	BSU – Existing	BSU – Proposed	Lee County	Collier County
Existing Service:				
3/4" Meter	\$300.00	\$570.00	\$450.00	\$584.00
1" Meter	\$350.00	\$790.00	\$485.00	\$693.00
1.5" Meter	\$530.00	\$1,290.00	\$530.00	\$1,171.00
2" Meter	\$730.00	\$1,390.00	\$630.00	\$1,476.00
Above 2" Meter	At Cost	At Cost	At Cost	At Cost
New Service:				
3/4" Meter – Short	\$585.00	\$1,240.00	\$1,255.00	\$1,580.00
3/4" Meter – Long	\$1,560.00	\$1,560.00		
1" Meter – Short	\$635.00	\$1,460.00	\$1,290.00	\$1,693.00
1" Meter – Long	\$1,610.00	\$1,770.00		
1.5" Meter – Short	\$835.00	\$2,010.00	\$1,750.00	\$2,323.00
1.5" Meter – Long	\$1,805.00	\$2,520.00		
2" Meter – Short	\$1,240.00	\$2,300.00	\$1,890.00	\$2,677.00
2" Meter – Long	\$2,375.00	\$2,620.00		
Above 2" Meter	At Cost	At Cost	At Cost	At Cost

Irrigation or Auxiliary Use Meter Installation

In addition to water meter installations, a charge is applied when a new service installs an irrigation meter. As with water meters, the current fees are charged based on a long or short tap. Meters above a 3/4-inch are charged at actual costs. The table below summarizes the existing, calculated, and proposed fees for a 3/4-inch irrigation meter installation. Meter sizes above a 3/4-inch should be charged at actual costs.

Table 11: Irrigation or Auxiliary Use Meter Installation Charge for a 3/4-inch Meter

Description	Existing	Calculated	Proposed
Short	\$625.00	\$626.00	\$625.00
Long	\$1,560.00	\$1,113.00	\$1,560.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 5.

Meter Bench Test Fee

A meter bench test is a service performed by BSU when a utility member requests to verify the accuracy of their meter due to operational concerns. This fee is generally charged by BSU only if the bench test shows that the meter is registering within the BSU standard accuracy limits. If the meter is determined to be registering outside of the acceptable accuracy limits, the fee is not charged to the member. For meters larger than 1-inch, the actual cost is charged.

In determining actual costs to perform a meter bench test, the following factors should be included:

- Labor costs plus employee benefits
 - Customer service
 - Distribution technician
- Vehicle and equipment costs

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RECOMMENDATIONS

Based on data provided by BSU, the costs of performing a meter bench test, determined by meter size, are estimated as shown below:

Table 12: Meter Bench Test Fee Calculation

Description	3/4" - 1" Meters
Personnel Costs	\$95.96
Vehicle Costs	33.62
Overhead Costs	19.44
Total Calculated Costs	\$149.02
Proposed Fee	\$150.00
Existing Fee	\$75.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 6.

As shown above, the calculated cost for a meter bench test for a 3/4-inch and a 1-inch is approximately \$150.00 per individual test. Due to variability when testing meters larger than 1-inch, it is recommended that BSU continue to charge a meter bench test for a meter larger than 1-inch at the actual cost incurred by BSU for such services.

Table 13: Local Comparison of Meter Bench Test Fees

Description	BSU – Existing	BSU – Proposed	Lee County	Collier County	Fort Myers
3/4" - 1"	\$75.00	\$150.00	\$105.00	\$181.00	\$150.00
1-1/2" & Larger	Actual Cost	Actual Cost	Actual Cost	\$181.00	\$150.00

Reconnection Charges

Reconnection of service occurs for a variety of reasons including:

- Initiation of service for a new member;
- Turn-on/off due to member request based on seasonal occupancy; and
- Delinquency in utility bill payment

The current fee for normal reconnection charge, excluding customer payment delinquency, is \$40.00 per occurrence. BSU currently charges a separate \$50.00 violation reconnection charge. Costs to connect and disconnect service varies depending on if the service provided is during normal business hours or after normal business hours. During normal business hours, utility staff can schedule and perform several connections and disconnections more efficiently. Therefore, services requested after normal business hours incur higher costs resulting primarily to increased labor costs due to higher

pay rates and guaranteed hours requirements. Normal business hours are considered to be between 7:30 a.m. – 5:00 p.m. Monday through Friday, excluding holidays.

RECOMMENDATIONS

Based on customer service and field personnel requirements, the estimated cost to perform a connection / disconnection is determined as follows.

Table 14: Reconnection / Disconnection Fee Calculation

Description	Normal	After Hours
Personnel Costs	\$26.53	\$112.61
Vehicle Costs	5.88	5.88
Overhead Costs	4.86	17.77
Total Calculated Costs	\$37.26	\$136.25
Proposed Fee	\$40.00	\$135.00
Existing Fee	\$40.00	\$85.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 7.

As shown above, the disconnection / reconnection charge for normal hours is calculated to be approximately the same as the current fee. It is recommended to maintain the existing fee of \$40.00 for normal hours at this time; this proposed charge is consistent with what other utilities charge as shown below.

BSU also offers reconnection after hours (which would typically include later afternoon same day requests) for \$85.00. As shown above it is recommended that BSU increase the existing after-hours fee from \$85.00 to \$135.00. The existing tariff also includes a slightly higher charge of \$50.00 for reconnection of shutoffs due to non-payment violations; it is recommended no changes for this fee.

The following provides a comparison of reconnection charges with nearby utilities.

Table 15: Local Comparison of Reconnection / Disconnection Charges

Description	BSU – Existing	BSU – Proposed	Lee County	Collier County	Fort Myers
Normal Hours	\$40.00	\$40.00	\$45.00	\$38.00	\$60.00
After Hours	\$85.00	\$135.00	\$135.00	N/A	\$105.00

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Transfer Fees

Transfer fees are a one-time charge to members for transferring ownership of water and/or sewer services to another account. This fee can be charged for different reasons including transferring existing service to a new owner or charged to a new Member-Tenant at an existing service.

The calculation of a transfer fee includes a billing clerk speaking to the member and processing the service request; a customer service representative setting-up an account for the member; and a meter technician reading the meter. The time assumptions for this fee are shown in Exhibit 8. The total cost accrued is \$25.00 after accounting for salaries plus benefits and a supervisor overhead factor.

RECOMMENDATION

It is recommended that BSU maintain the existing charge of \$35.00.

Non-payment Trip Charge

BSU's tariffs provide that when a utility member has not paid their utility bill within 21 days, the customer service department will send a meter technician out to "tag" a door with a notice. The costs recovered in this fee include a customer service representative identifying unpaid bills, generating a work order, and eventually closing a work order; and a meter technician driving to the unit and placing a tag on the member's door. Time assumptions for this fee are shown in Exhibit 9. No change from the existing fee of \$45.00 is recommended.

Plan Review and Inspection Fees

As part of the process for new and redevelopment properties, all engineering documents for the construction of water and/or sewer systems in BSU's franchised service area are submitted for review to the Engineering Department. As part of the review and construction process, Engineering incurs the following minimum activities:

- Design Meetings and conference calls prior to and after proposed development submittal;
- Review development plans and specifications and transmit comments until submittal reaches compliance / approval;
- Pre-construction meeting;
- Regular, milestone, and final walk-through field inspections, including testing of new infrastructure;
- Review and transmit comments until infrastructure dedication (turnover) submittal reaches acceptance; and
- Preparation of all correspondence for approval / acceptance processes.

The current plan review fee charged by BSU is 1.0% of the cost of utility infrastructure subject to review and inspection with a minimum charge of \$500.00.

Based on discussion with the Engineering division of BSU, the review of the engineering documents and the field inspection of the facilities is labor intensive and varies with the size of the construction project. For example, the cost to review and inspect a commercial connection to the system is generally higher than the requirements associated with a single-family dwelling. Therefore, in order to recognize these cost differentials, it is recommended that BSU maintains this fee structure with a minimum fee and a variable component based on the size of the utility infrastructure being added. This is consistent with neighboring Lee County which charges a fee of 1.0% of the contributed asset values with a minimum fee of \$835.00.

RECOMMENDATIONS

Based on an analysis of the typical costs incurred by BSU in the plan review process, it is recommended that the fee based on 1.0% of the cost of the utility infrastructure subject to review and inspection be maintained, but the minimum charge be increased to \$835.00. The minimum charge assumes a maximum of two (2) preliminary plan reviews by BSU staff. After a second request from staff for additional information, it is recommended that BSU charge an additional plan review resubmittal fee of \$250.00. This fee is not currently charged by BSU. After the initial inspection has been completed and a utility member requests an additional inspection, it is recommended that BSU charge a re-inspection fee of \$75.00. Time assumptions for these fees are shown in Exhibits 10 and 11.

Warranty Expiration Televising (Cleaning) Fee

RECOMMENDATION

BSU currently charges a warranty expiration televising fee of \$0.55 per linear foot. BSU provided an evaluation of costs between \$0.77 and \$1.69 per linear foot, based on labor and equipment costs as the televising equipment is very costly, and also reported that local contractors in the area generally charge \$1.25 per linear foot. Based on this information it is recommended that BSU charge \$1.25 per linear foot but reserve the right to review costs for more complicated scenarios. Due to increased cost per linear foot, it is also recommended that the minimum charge be increased from \$250.00 to \$500.00.

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Fire Flow Test

As part of a plan review, a fire flow test is performed by an inspector to determine the water availability in an area for new construction. BSU currently charges a \$75.00 fire flow test charge. After discussions with staff the fee calculation is as follows:

Table 16: Fire Flow Test Fee Calculation

Description	Amount
Personnel Costs	\$47.76
Vehicle Costs	11.75
Overhead Costs	8.93
Total Calculated Costs	\$68.44
Proposed Fee	\$75.00
Existing Charge	\$75.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 12.

Construction Meter

BSU currently loans out temporary construction meters (or hydrant meters) to customers on an as needed basis. These customers, primarily, building contractors, request BSU supply them with a meter needed to gain access to and measure the usage of the hydrant water. To deter misuse or inadvertent loss of the meter during construction use a deposit amount of \$1,120.00 is charged and held by BSU until the construction meter has been returned.

RECOMMENDATION

It is recommended that BSU increase the construction meter deposit from \$1,120.00 to \$1,500.00 after discussions with staff to better reflect the current cost of purchasing these meters.

Table 17: Local Comparison of Construction Meter Deposits

BSU – Existing	BSU – Proposed	Lee County [1]	Collier County
\$1,120.00	\$1,500.00	\$450.00	\$1,550.00

[1] Lee County charges a deposit based on meter size. Amount shown is for a 1" Meter. A 1-1/2" meter is charged \$910.00, a 2" meter is charged \$1,170.00, and meter sizes above a 2" is charged at actual cost.

Construction Water

As mentioned above, BSU currently loans out temporary construction meters (or hydrant meters) to customers as needed. In addition to the construction meter deposit listed above, a construction water connection / disconnection charge is applied. This charge assumes a customer service representative processing the work order and connecting / disconnecting the meter; an inspector surveying the

construction site; and a project administrator overseeing the process. The complete fee design is shown below.

Table 18: Construction Water Meter Charge Calculation

Description	Amount
Personnel Costs	\$64.85
Vehicle Costs	5.88
Overhead Costs	10.61
Total Calculated Costs	\$81.33
Proposed Fee	\$80.00
Existing Charge	\$40.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 13.

RECOMMENDATION

It is recommended that BSU increase the construction water meter charge from \$40.00 to \$80.00. In addition to a connection / disconnection charge, BSU currently charges \$4.25 per thousand gallons used. It is recommended that BSU continue to charge this amount.

Grease Trap Inspection Fee

During the plan review and inspection process as part of new and redevelopment activities, certain land uses such as new restaurants require installation of grease traps to manage the quality of wastewater generated. Grease traps are unique and require special review outside of the normal plan review and inspection process. Based on discussions with staff a new fee has been developed. A Grease Trap Fee is a one-time fee charged at the time of connection for the following reasons:

- New installation of service / grease trap; and
- Inspection of current grease trap at time of account transfer.

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After discussions with BSU's engineers the following fee was determined:

Table 19: Grease Trap Inspection Fee Calculation

Description	Amount
Personnel Costs	\$714.59
Vehicle Costs	35.25
Overhead Costs	112.48
Total Calculated Costs	\$862.32
Proposed Fee	\$150.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 14.

RECOMMENDATION

Based on discussions with BSU staff, we recommend that BSU implement a \$150.00 grease trap inspection fee. Even though the cost of inspections is calculated to be higher than this amount, the goal is to charge for this service but keep the fee nominal to remain affordable for small businesses.

Labor and Equipment

BSU currently has an hourly fee for labor and equipment to charge for service. There is a fee for a one-man crew and another fee for a two- (2) person crew. The hourly rate for each was determined by adding the total salaries plus benefits; a supervisor overhead allocation; and a vehicle cost. The estimated cost of a one-man crew and a two-man crew is \$48.00 and \$82.00, respectively.

RECOMMENDATION

It is recommended that BSU keep the existing hourly charge for a one-man crew at \$65.00 and the existing hourly charge for a two-man crew at \$85.00.

Check for Misread and/or Leak

Members can request for a re-read or a special read at any time excluding final reads. Generally, a member requests a re-read in the case of a high bill inquiry or other related concerns. After hours service is available for a higher charge. The calculation of this fee includes a billing clerk creating a bill and processing payment and a customer service / meter technician creating, processing, and completing a work order. The total cost amounts are shown on the following table:

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Table 20: Check for Misread and/or Leak Fee Calculation

Description	Normal	After Hours
Personnel Costs	\$48.06	\$120.87
Vehicle Costs	11.75	11.75
Overhead Costs	8.97	19.89
Total Calculated Costs	\$68.78	\$152.51
Proposed Fee	\$70.00	\$150.00
Existing Charge	\$35.00	\$85.00

Note: Total costs shown. Detailed schedule of labor and materials provided on Exhibit 16.

RECOMMENDATION

It is recommended that BSU implement the fees shown on the table above.

Table 21: Local Comparison of Check for Misread / Re-read Fees Normal Hours

BSU – Existing	BSU – Proposed	Lee County	Collier County
\$35.00	\$70.00	\$45.00	\$33.00

Other Fees

BSU currently has other miscellaneous fees that have been implemented to handle certain unique circumstances. These fees include the following:

- Developer Agreement Administration Fees
- Water Tank Truck Fill-Up
- Bulk Water
- Estoppels Letter Fee (Normal and Rush Delivery)
- Meter Tampering Charge
- Usage Report Fee
- Sewer Tap Locate

Based on discussions with staff and an understanding of the need for these fees and services in the future, we recommend no changes to these fees at this time.

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LIST OF EXHIBITS

- Exhibit 1: Proposed Miscellaneous Charges and Fees
- Exhibit 2: Water Connection / Meter Installation Fee
- Exhibit 3: New Service with Cost to Install Service Line (Tap) – Short
- Exhibit 4: Backflow Preventor
- Exhibit 5: Irrigation or Auxiliary Use Meter Installation
- Exhibit 6: Meter Bench Test Fee
- Exhibit 7: Reconnection and Disconnection Charges
- Exhibit 8: Transfer Fees
- Exhibit 9: Non-payment Trip Charge
- Exhibit 10: Plan Review Resubmittal Fee Calculation
- Exhibit 11: Plan Review Re-inspection Fee Calculation
- Exhibit 12: Fire Flow Test
- Exhibit 13: Construction Water Connection and Disconnect Charge
- Exhibit 14: Grease Trap
- Exhibit 15: Labor and Equipment Charge
- Exhibit 16: Check for Misread and/or Leak

Exhibit 1
Bonita Springs Utilities, Inc.
Proposed Miscellaneous Charges and Fees

Miscellaneous Fee	Reference (Rule & Page) [1]	Existing	Calculated [2]	Proposed	Fee Description
Backflow Preventer					
	WT 48.0 (pg. 25)				
3/4" Meter		\$250.00	\$458.00	\$460.00	
1" Meter		\$290.00	\$517.00	\$520.00	
1.5" Meter		\$525.00	\$1,081.00	\$1,080.00	
2" Meter		\$605.00	\$1,304.00	\$1,300.00	
Above 2" Meter		Actual Cost		Actual Cost	
Water Connection/Meter Installation Fee					
	WT 49.0 (pg. 26)				
<u>Existing Service (Tap already made):</u>					
3/4" Meter		\$300.00	\$570.00	\$570.00	Actual cost charged for wastewater connection/meter installation fee
1" Meter		\$350.00	\$791.00	\$790.00	
1.5" Meter		\$530.00	\$1,292.00	\$1,290.00	
2" Meter		\$730.00	\$1,386.00	\$1,390.00	
Above 2" Meter		Actual Cost		Actual Cost	
<u>New Service with Cost to Install Service Line (Tap):</u>					
3/4" Meter Short		\$585.00	\$1,237.00	\$1,240.00	
3/4" Meter Long		\$1,560.00	\$1,551.00	\$1,560.00	
1" Meter Short		\$635.00	\$1,458.00	\$1,460.00	
1" Meter Long		\$1,610.00	\$1,772.00	\$1,770.00	
1.5" Meter Short		\$835.00	\$2,207.00	\$2,010.00	
1.5" Meter Long		\$1,805.00	\$2,521.00	\$2,520.00	
2" Meter Short		\$1,240.00	\$2,301.00	\$2,300.00	
2" Meter Long		\$2,375.00	\$2,615.00	\$2,620.00	
Above 2" Meter		Actual Cost		Actual Cost	
Irrigation or Auxiliary Use Meter Installation					
	WT 50.0 (pg. 26)				
3/4" Meter Short		\$625.00	\$626.00	\$625.00	
3/4" Meter Long		\$1,560.00	\$1,113.00	\$1,560.00	
Above 3/4" Meter		Actual Cost		Actual Cost	

Exhibit 1
Bonita Springs Utilities, Inc.
Proposed Miscellaneous Charges and Fees

Miscellaneous Fee	Reference (Rule & Page) [1]	Existing	Calculated [2]	Proposed	Fee Description
<u>Check Return</u>					
\$0 - \$50.00	WT 20.0 (pg. 11)	\$25.00		\$25.00	
\$50.01 - \$300.00		\$30.00		\$30.00	
Over \$300.00		\$40.00		\$40.00	Existing rate is \$40 or 5%, whichever is greater
<u>Water Service Deposit</u>					
5/8" x 3/4" Meter	WT 22.0 (pg. 12)	\$65.00		\$65.00	Institutional, Multi-Family & Mixed Master: \$65 per unit of ERC
1" Meter		\$170.00		\$170.00	
1.5" Meter		\$330.00		\$330.00	
2" Meter		\$520.00		\$520.00	
3" Meter		\$1,040.00		\$1,040.00	
4" Meter		\$1,630.00		\$1,630.00	
6" Meter		\$3,250.00		\$3,250.00	
8" Meter		\$5,200.00		\$5,200.00	
<u>Sewer Service Deposit</u>					
5/8" x 3/4" Meter	WWT 22.0 (pg. 14)	\$100.00		\$100.00	Institutional, Multi-Family & Mixed Master: \$100 per unit of ERC
1" Meter		\$250.00		\$250.00	
1.5" Meter		\$500.00		\$500.00	
2" Meter		\$800.00		\$800.00	
3" Meter		\$1,600.00		\$1,600.00	
4" Meter		\$2,500.00		\$2,500.00	
6" Meter		\$5,000.00		\$5,000.00	
8" Meter		\$8,000.00		\$8,000.00	
<u>Meter Bench Test Fee</u>					
3/4" - 1"	WT 27.0 (pg. 14)	\$75.00	\$149.00	\$150.00	This is a customer request for meter accuracy. Charged if meter passes.
1-1/2" & Larger		Actual Cost	\$166.00	Actual Cost	
<u>Normal Reconnection Charge</u>					
Disconnect Charge	WT 32.0 (pg. 20)	\$40.00	\$37.00	\$40.00	
Reconnect Charge		\$40.00	\$37.00	\$40.00	
<u>Violation Reconnection Charge</u>					
Normal Work Hours	WT 33.0 (pg. 20)	\$50.00	\$37.00	\$50.00	
After Hours and Weekends		\$85.00	\$136.00	\$135.00	
Transfer Fees	WT 35.0 (pg. 20)	\$35.00	\$25.00	\$35.00	One charge only for transfer of water, sewer, or both
Usage Reports	WT 36.0 (pg. 20)	\$50.00		\$50.00	\$50 minimum or \$0.25 per meter, whichever is greater

Exhibit 1
Bonita Springs Utilities, Inc.
Proposed Miscellaneous Charges and Fees

Miscellaneous Fee	Reference (Rule & Page) [1]	Existing	Calculated [2]	Proposed	Fee Description
Non-Payment Trip Charge	WT 36.0 (pg. 20)	\$45.00	\$42.00	\$45.00	Only applicable during normal work hours
<u>Plan Review and Inspection Related Fee:</u>					
Plan Review and Inspection Fees	WT 36.0 (pg. 20)	\$500.00	\$835.00	\$835.00	The greater of \$500 or 1.0% of the cost of utility infrastructure subject to review and inspection
Plan Review Resubmittal Fee		N/A	\$257.00	\$250.00	At the second request for additional information
Re-Inspection Fee		N/A	\$151.00	\$75.00	At the request for additional inspection
Warranty Expiration Televising (cleaning)	WT 36.0 (pg. 20)	\$250.00	\$1.25 per linear foot (Minimum of \$500)	\$1.25 per linear foot (Minimum of \$500)	\$0.55 per linear foot (minimum of \$250)
Fire Flow Test	WT 36.0 (pg. 20)	\$75.00	\$68.00	\$75.00	\$75 for retest
Developer Agreement Administration Fees	WT 36.0 (pg. 20)	\$1,000.00		\$1,000.00	Not to exceed \$1,000
Construction Meter	WT 22.0 (pg. 13)	\$1,120.00		\$1,500.00	11/4/2021 - only a deposit (fees on rule 36)
<u>Construction Water</u>	WT 36.0 (pg. 21)				
Connect and Disconnect Charge		\$40.00	\$81.00	\$80.00	
Per 1,000 Gal of Water Used		\$4.25		\$4.25	
<u>Other Fees:</u>					
New: Grease trap		N/A	\$862.00	\$150.00	
<u>Labor & Equipment</u>					
	WT 36.0 (pg. 20)				
1 Man Crew per Hour		\$65.00	\$48.00	\$65.00	
2 Man Crew per Hour		\$85.00	\$82.00	\$85.00	
<u>Sewer Tap Locate</u>					
	WWT 29.0 (pg. 21)				
Normal Work Hours		\$35.00		\$35.00	Other related and similar activities
After Hours and Weekends		\$85.00		\$85.00	

Exhibit 1
Bonita Springs Utilities, Inc.
Proposed Miscellaneous Charges and Fees

Miscellaneous Fee	Reference (Rule & Page) [1]	Existing	Calculated [2]	Proposed	Fee Description
<u>Check for Misread and/or Leak</u>	WT 36.0 (pg. 21)				
Normal Work Hours		\$35.00	\$69.00	\$70.00	Includes Re-read or special read per customer request, high bill inquiries, water service line locate, re-read due to obstruction by customer, and other related similar activities
After Hours and Weekends		\$85.00	\$153.00	\$150.00	
Water Tank Truck Fill-up	WT 36.0 (pg. 21)	\$4.25		\$4.25	\$4.25 per 1,000 gallons
Bulk Water	WT 36.0 (pg. 21)	\$4.05		\$4.05	\$4.05 per 1,000 gallons
<u>Estoppels Letter Fee</u>	WT 36.0 (pg. 21)				
Normal Delivery		\$15.00		\$15.00	No extra charge if customer is also a wastewater customer
Rush Delivery		\$30.00		\$30.00	
Late Payment Fee	WT 36.0 (pg. 21)	\$5.00		\$5.00	\$5 or 1% of past due amount, whichever is greater
Meter Tampering Charge	WT 36.0 (pg. 21)	\$3,000.00		\$3,000.00	Greater of 3x the amount of services unlawfully obtained, or \$3,000

Footnotes:

[1] Page and rule references taken from BSU's current water and wastewater tariffs. Abbreviations are as follows: WT = Water Tariff; WWT = Wastewater Tariff.

[2] Amounts shown are rounded to the nearest dollar.

Exhibit 2
Bonita Springs Utilities, Inc.
Water Connection/Meter Installation Fee

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
<u>Customer Service</u>	\$18.68	\$18.68	\$18.68	\$18.68
Total Number of Employees Required	1.00	1.00	1.00	1.00
Number of Hours Worked By Each Employee	0.17	0.17	0.17	0.17
Total Hours Worked	0.17	0.17	0.17	0.17
<u>Distribution Technician</u>	\$20.97	\$20.97	\$20.97	\$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	1.00	1.00	2.50	2.50
Total Hours Worked	2.00	2.00	5.00	5.00
Total Base Salaries	\$45.05	\$45.05	\$107.96	\$107.96
Benefits (42%)	\$18.92	\$18.92	\$45.34	\$45.34
Total Salaries with Benefits	\$63.98	\$63.98	\$153.31	\$153.31
Materials and Supplies				
Meter	\$215.00	\$315.00	\$495.00	\$565.00
Meter Flange	0.00	0.00	105.90	107.06
PJ x FIP Coup	0.00	0.00	47.80	58.25
Box	156.60	248.80	170.65	170.65
Total Materials and Supplies	\$371.60	\$563.80	\$819.35	\$900.96
Vehicle Hours				
Truck-pickup 1 ton	1.00	1.00	2.50	2.50
Backhoe (0.5 CY)	1.00	1.00	2.50	2.50
Excavator (0.5 CY)	1.00	1.00	2.50	2.50
Total Vehicle Expense	\$60.24	\$60.24	\$150.60	\$150.60
Subtotal	\$495.82	\$688.02	\$1,123.26	\$1,204.87
Overhead (15%)	74.37	103.20	168.49	180.73
Total Cost	\$570.19	\$791.22	\$1,291.75	\$1,385.60
Calculated Charge	\$570.00	\$791.00	\$1,292.00	\$1,386.00
Proposed Charge	\$570.00	\$790.00	\$1,290.00	\$1,390.00
Existing Charge	\$300.00	\$350.00	\$530.00	\$730.00

Exhibit 3
Bonita Springs Utilities, Inc.
New Service With Cost to Install Service Line (Tap) - Short

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
<u>Distribution Technician</u>	\$20.97	\$20.97	\$20.97	\$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	4.00	4.00	4.00	4.00
Total Hours Worked	8.00	8.00	8.00	8.00
Total Base Salaries	\$167.76	\$167.76	\$167.76	\$167.76
Benefits (42%)	\$70.46	\$70.46	\$70.46	\$70.46
Total Salaries with Benefits	\$238.22	\$238.22	\$238.22	\$238.22
Materials and Supplies				
Saddle	\$100.00	\$100.00	\$100.00	\$100.00
Poly Tube	5.20	5.20	18.30	18.30
Nipple - Close	0.00	0.00	9.88	9.88
Corp Stop	52.35	52.35	0.00	0.00
MIP PJ	0.00	0.00	55.15	55.15
Gate Valve	0.00	0.00	260.00	260.00
Valve Box	0.00	0.00	110.00	110.00
Meter	215.00	315.00	495.00	565.00
Meter Flange	0.00	0.00	105.90	107.06
PJ x FIP Coup	0.00	0.00	47.80	58.25
Box	156.60	248.80	170.65	170.65
Total Materials and Supplies	\$529.15	\$721.35	\$1,372.68	\$1,454.29
Vehicle Hours				
Truck-pickup 1 ton	8.00	8.00	8.00	8.00
Backhoe (0.5 CY)	4.00	4.00	4.00	4.00
Excavator (0.5 CY)	4.00	4.00	4.00	4.00
Total Vehicle Expense	\$308.20	\$308.20	\$308.20	\$308.20
Subtotal	\$1,075.57	\$1,267.77	\$1,919.10	\$2,000.71
Overhead (15%)	161.34	190.17	287.87	300.11
Total Cost	\$1,236.91	\$1,457.94	\$2,206.97	\$2,300.82
Calculated Charge	\$1,237.00	\$1,458.00	\$2,207.00	\$2,301.00
Proposed Charge	\$1,240.00	\$1,460.00	\$2,010.00	\$2,300.00
Existing Charge	\$585.00	\$635.00	\$835.00	\$1,240.00

Exhibit 3
Bonita Springs Utilities, Inc.
New Service With Cost to Install Service Line (Tap) - Long

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
<u>Distribution Technician</u>	\$20.97	\$20.97	\$20.97	\$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	6.00	6.00	6.00	6.00
Total Hours Worked	12.00	12.00	12.00	12.00
Total Base Salaries	\$251.64	\$251.64	\$251.64	\$251.64
Benefits (42%)	\$105.69	\$105.69	\$105.69	\$105.69
Total Salaries with Benefits	\$357.33	\$357.33	\$357.33	\$357.33
Materials and Supplies				
Saddle	\$100.00	\$100.00	\$100.00	\$100.00
Poly Tube	5.20	5.20	18.30	18.30
Nipple - Close	0.00	0.00	9.88	9.88
Corp Stop	52.35	52.35	0.00	0.00
MIP PJ	0.00	0.00	55.15	55.15
Gate Valve	0.00	0.00	260.00	260.00
Valve Box	0.00	0.00	110.00	110.00
Meter	215.00	315.00	495.00	565.00
Meter Flange	0.00	0.00	105.90	107.06
PJ x FIP Coup	0.00	0.00	47.80	58.25
Box	156.60	248.80	170.65	170.65
Total Materials and Supplies	\$529.15	\$721.35	\$1,372.68	\$1,454.29
Vehicle Hours				
Truck-pickup 1 ton	12.00	12.00	12.00	12.00
Backhoe (0.5 CY)	6.00	6.00	6.00	6.00
Excavator (0.5 CY)	6.00	6.00	6.00	6.00
Total Vehicle Expense	\$462.30	\$462.30	\$462.30	\$462.30
Subtotal	\$1,348.78	\$1,540.98	\$2,192.31	\$2,273.92
Overhead (15%)	202.32	231.15	328.85	341.09
Total Cost	\$1,551.10	\$1,772.13	\$2,521.16	\$2,615.01
Calculated Charge	\$1,551.00	\$1,772.00	\$2,521.00	\$2,615.00
Proposed Charge	\$1,560.00	\$1,770.00	\$2,520.00	\$2,620.00
Existing Charge	\$1,560.00	\$1,610.00	\$1,805.00	\$2,375.00

Exhibit 3
Bonita Springs Utilities, Inc.
New Service With Cost to Install Service Line (Tap) - Average

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
<u>Distribution Technician</u>	\$20.97	\$20.97	\$20.97	\$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	5.00	5.00	5.00	5.00
Total Hours Worked	10.00	10.00	10.00	10.00
Total Base Salaries	\$209.70	\$209.70	\$209.70	\$209.70
Benefits (42%)	\$88.07	\$88.07	\$88.07	\$88.07
Total Salaries with Benefits	\$297.77	\$297.77	\$297.77	\$297.77
Materials and Supplies				
Saddle	\$100.00	\$100.00	\$100.00	\$100.00
Poly Tube	5.20	5.20	18.30	18.30
Nipple - Close	0.00	0.00	9.88	9.88
Corp Stop	52.35	52.35	0.00	0.00
MIP PJ	0.00	0.00	55.15	55.15
Gate Valve	0.00	0.00	260.00	260.00
Valve Box	0.00	0.00	110.00	110.00
Meter	215.00	315.00	495.00	565.00
Meter Flange	0.00	0.00	105.90	107.06
PJ x FIP Coup	0.00	0.00	47.80	58.25
Box	156.60	248.80	170.65	170.65
Total Materials and Supplies	\$529.15	\$721.35	\$1,372.68	\$1,454.29
Vehicle Hours				
Truck-pickup 1 ton	10.00	10.00	10.00	10.00
Backhoe (0.5 CY)	5.00	5.00	5.00	5.00
Excavator (0.5 CY)	5.00	5.00	5.00	5.00
Total Vehicle Expense	\$385.25	\$385.25	\$385.25	\$385.25
Subtotal	\$1,212.17	\$1,404.37	\$2,055.70	\$2,137.31
Overhead (15%)	181.83	210.66	308.36	320.60
Total Cost	\$1,394.00	\$1,615.03	\$2,364.06	\$2,457.91
Calculated Charge	\$1,394.00	\$1,615.00	\$2,364.00	\$2,458.00
Existing Charge				
Short	\$585.00	\$635.00	\$835.00	\$1,240.00
Long	\$1,560.00	\$1,610.00	\$1,805.00	\$2,375.00

Exhibit 4
Bonita Springs Utilities, Inc.
Backflow Preventer

Description	3/4" Meter	1" Meter	1.5" Meter	2" Meter
Position:				
<u>Customer Service</u>	\$18.68	\$18.68	\$18.68	\$18.68
Total Number of Employees Required	1.00	1.00	1.00	1.00
Number of Hours Worked By Each Employee	0.17	0.17	0.17	0.17
Total Hours Worked	0.17	0.17	0.17	0.17
<u>Distribution Technician</u>	\$20.97	\$20.97	\$20.97	\$20.97
Total Number of Employees Required	2.00	2.00	2.00	2.00
Number of Hours Worked By Each Employee	1.50	1.50	2.50	2.50
Total Hours Worked	3.00	3.00	5.00	5.00
Total Base Salaries	\$66.02	\$66.02	\$107.96	\$107.96
Benefits (42%)	\$27.73	\$27.73	\$45.34	\$45.34
Total Salaries with Benefits	\$93.75	\$93.75	\$153.31	\$153.31
Materials and Supplies				
Backflow	\$172.33	\$179.67	\$353.09	\$400.00
90's	18.60	27.36	57.12	90.40
Tee	0.00	0.00	19.08	29.12
Plug	0.00	0.00	6.84	10.79
Union	22.94	26.86	55.50	84.50
3" Nipple	13.48	18.92	34.28	44.44
12" Nipple	0.00	0.00	65.62	84.74
24" Nipple	52.34	77.68	153.46	194.58
Total Materials and Supplies	\$279.69	\$330.49	\$744.99	\$938.57
Total Materials/Supplies & Overhead	\$279.69	\$330.49	\$744.99	\$938.57
Vehicle Expense Hours				
Truck-pickup 1 ton	1.50	1.50	2.50	2.50
Total Vehicle Expense	\$25.22	\$25.22	\$42.03	\$42.03
Subtotal	\$398.66	\$449.46	\$940.32	\$1,133.90
Overhead (15%)	59.80	67.42	141.05	170.09
Total Cost	\$458.46	\$516.88	\$1,081.37	\$1,303.99
Calculated Charge	\$458.00	\$517.00	\$1,081.00	\$1,304.00
Proposed Charge	\$460.00	\$520.00	\$1,080.00	\$1,300.00
Existing Charge	\$250.00	\$290.00	\$525.00	\$605.00

Exhibit 5
Bonita Springs Utilities, Inc.
Irrigation or Auxiliary Use Meter Installation

Description	Short	3/4" Meter Long	Average
Position:			
<u>Customer Service</u>	\$18.68	\$18.68	\$18.68
Total Number of Employees Required	1.00	1.00	1.00
Number of Hours Worked By Each Employee	0.08	0.08	0.08
Total Hours Worked	0.08	0.08	0.08
<u>Distribution Technician</u>	\$20.97	\$20.97	\$20.97
Total Number of Employees Required	2.00	4.00	3.00
Number of Hours Worked By Each Employee	1.00	2.00	1.50
Total Hours Worked	2.00	8.00	4.50
Total Base Salaries	\$43.50	\$169.32	\$95.92
Benefits (42%)	\$18.27	\$71.11	\$40.29
Total Salaries with Benefits	\$61.77	\$240.43	\$136.21
Materials and Supplies			
Meter	\$215.00	\$215.00	\$215.00
Box	156.60	156.60	156.60
Total Materials and Supplies	\$371.60	\$371.60	\$371.60
Vehicle Hours			
Truck-pickup 1 ton	4.00	16.00	10.00
Backhoe (0.5 CY)	1.00	2.00	1.50
Excavator (0.5 CY)	1.00	2.00	1.50
Total Vehicle Expense	\$110.67	\$355.82	\$233.25
Subtotal	\$544.04	\$967.85	\$741.06
Overhead (15%)	81.61	145.18	111.16
Total Cost	\$625.65	\$1,113.03	\$852.21
Calculated Charge	\$626.00	\$1,113.00	\$852.00
Proposed Charge	\$625.00	\$1,560.00	
Existing Charge	\$625.00	\$1,560.00	

Exhibit 6
Bonita Springs Utilities, Inc.
Meter Bench Test Fee

Description	Meter Size	
	3/4" - 1"	1 1/2" & Larger
Position:		
<u>Customer Service</u>	\$18.68	\$18.68
Total Number of Employees Required	1.00	1.00
Number of Hours Worked By Each Employee	0.25	0.25
Total Hours Worked	0.25	0.25
<u>Distribution Technician</u>	\$20.97	\$20.97
Total Number of Employees Required	1.00	1.00
Number of Hours Worked By Each Employee	3.00	3.50
Total Hours Worked	3.00	3.50
Total Base Salaries	\$67.58	\$78.07
Benefits (42%)	\$28.38	\$32.79
Total Salaries with Benefits	\$95.96	\$110.85
Vehicle Expense		
Truck-pickup 1 ton	2.00	2.00
Total Vehicle Expense	\$33.62	\$33.62
Subtotal	\$129.58	\$144.47
Overhead (15%)	19.44	21.67
Total Cost	\$149.02	\$166.14
Calculated Charge	\$149.00	\$166.00
Proposed Charge	\$150.00	Actual Cost
Existing Charge	\$75.00	Actual Cost

Exhibit 7
Bonita Springs Utilities, Inc.
Reconnection and Disconnection Charges

Description	Normal	Violation	
		Working Hours	After Hours
Position:			
<u>Customer Service</u>	\$18.68	\$18.68	\$18.68
Total Number of Employees Required	1.00	1.00	1.00
Number of Hours Worked By Each Employee	1.00	1.00	2.00
Total Hours Worked	1.00	1.00	2.00
Total Base Salaries	\$18.68	\$18.68	\$79.30
Benefits (42%)	\$7.85	\$7.85	\$33.31
Total Salaries with Benefits	\$26.53	\$26.53	\$112.61
Vehicle Expense			
Truck - Utility/Stake/Pickup (1/2 ton)	0.50	0.50	0.50
Total Vehicle Expense	\$5.88	\$5.88	\$5.88
Subtotal	\$32.40	\$32.40	\$118.48
Overhead (15%)	4.86	4.86	17.77
Total Cost	\$37.26	\$37.26	\$136.25
Calculated Charge	\$37.00	\$37.00	\$136.00
Proposed Charge	\$40.00	\$40.00	\$135.00
Existing Charge	\$40.00	\$50.00	\$85.00

Exhibit 8
Bonita Springs Utilities, Inc.
Transfer Fees

Description	Normal
Position:	
<u>Billing Clerk</u>	\$23.29
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.25
Total Hours Worked	0.25
<u>Customer Service</u>	\$18.68
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.50
Total Hours Worked	0.50
Total Base Salaries	\$15.16
Benefits (42%)	\$6.37
Total Salaries with Benefits	\$21.53
Subtotal	\$21.53
Overhead (15%)	3.23
Total Cost	\$24.76
Calculated Charge	\$25.00
Proposed Charge	\$35.00
Existing Charge	\$35.00

Exhibit 9
Bonita Springs Utilities, Inc.
Non-Payment Trip Charge

Description	Normal
Position:	
<u>Customer Service</u>	\$18.68
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.50
Total Hours Worked	0.50
 <u>Meter Technician</u>	 \$23.95
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.50
Total Hours Worked	0.50
Total Base Salaries	\$21.32
Benefits (42%)	\$8.95
Total Salaries with Benefits	\$30.27
Vehicle Expense	
Truck - Utility/Stake/Pickup (1/2 ton)	0.50
Total Vehicle Expense	\$5.88
Subtotal	\$36.15
Overhead (15%)	5.42
Total Cost	\$41.57
Calculated Charge	\$42.00
Proposed Charge	\$42.00
Existing Charge	\$45.00

Exhibit 10
Bonita Springs Utilities, Inc.
Plan Review Resubmittal Fee Calculation

Description	Normal
Position:	
<u>Staff Engineer</u>	\$45.00
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	3.50
Total Hours Worked	3.50
Total Base Salaries	\$157.50
Benefits (42%)	\$66.15
Total Salaries with Benefits	\$223.65
Subtotal	\$223.65
Overhead (15%)	33.55
Total Cost	\$257.20
Calculated Charge	\$257.00
Proposed Charge	\$250.00
Existing Charge	N/A

Exhibit 11
Bonita Springs Utilities, Inc.
Plan Review Re-Inspection Fee Calculation

Description	Normal
Position:	
<u>Inspector</u>	\$22.63
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	3.00
Total Hours Worked	3.00
Total Base Salaries	\$67.89
Benefits (42%)	\$28.51
Total Salaries with Benefits	\$96.40
Vehicle Hours	
Truck - Utility/Stake/Pickup (1/2 ton)	3.00
Total Vehicle Expense	\$35.25
Subtotal	\$131.65
Overhead (15%)	19.75
Total Cost	\$151.40
Calculated Charge	\$151.00
Proposed Charge	\$75.00
Existing Charge	N/A

Exhibit 12
Bonita Springs Utilities, Inc.
Fire Flow Test

Description	Normal
Position:	
<u>Customer Service</u>	\$18.68
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.25
Total Hours Worked	0.25
<u>Inspector</u>	\$22.63
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	1.00
Total Hours Worked	1.00
<u>Project Administrator</u>	\$25.34
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.25
Total Hours Worked	0.25
Total Base Salaries	\$33.64
Benefits (42%)	\$14.13
Total Salaries with Benefits	\$47.76
Vehicle Hours	
Truck - Utility/Stake/Pickup (1/2 ton)	1.00
Total Vehicle Expense	\$11.75
Subtotal	\$59.51
Overhead (15%)	8.93
Total Cost	\$68.44
Calculated Charge	\$68.00
Proposed Charge	\$75.00
Existing Charge	\$75.00

Exhibit 13
Bonita Springs Utilities, Inc.
Construction Water Connect and Disconnect Charge

Description	Normal
Position:	
<u>Customer Service</u>	\$18.68
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	1.50
Total Hours Worked	1.50
<u>Inspector</u>	\$22.63
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.50
Total Hours Worked	0.50
<u>Project Administrator</u>	\$25.34
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	0.25
Total Hours Worked	0.25
Total Base Salaries	\$45.67
Benefits (42%)	\$19.18
Total Salaries with Benefits	\$64.85
Vehicle Hours	
Truck - Utility/Stake/Pickup (1/2 ton)	0.50
Total Vehicle Expense	\$5.88
Subtotal	\$70.73
Overhead (15%)	10.61
Total Cost	\$81.33
Calculated Charge	\$81.00
Proposed Charge	\$80.00
Existing Charge	\$40.00

Exhibit 14
Bonita Springs Utilities, Inc.
Grease Trap

Description	Normal
Position:	
<u>GIS Staff</u>	\$25.00
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	2.00
Total Hours Worked	2.00
 <u>Staff Engineer</u>	 \$45.00
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	8.00
Total Hours Worked	8.00
 <u>Inspector</u>	 \$22.63
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	3.00
Total Hours Worked	3.00
 <u>Project Administrator</u>	 \$25.34
Total Number of Employees Required	1.00
Number of Hours Worked By Each Employee	1.00
Total Hours Worked	1.00
 Total Base Salaries	 \$503.23
Benefits (42%)	\$211.36
Total Salaries with Benefits	\$714.59
 Vehicle Hours	
Truck - Utility/Stake/Pickup (1/2 ton)	3.00
Total Vehicle Expense	\$35.25
 Subtotal	 \$749.84
Overhead (15%)	112.48
Total Cost	\$862.32
Calculated Charge	\$862.00
Proposed Charge	\$150.00
Existing Charge	N/A

Exhibit 15
Bonita Springs Utilities, Inc.
Labor and Equipment Charge

Description	One-Man Crew	Two-Man Crew
Position:		
<u>Distribution Technician</u>	\$20.97	\$20.97
Total Number of Employees Required	1.00	2.00
Number of Hours Worked By Each Employee	1.00	1.00
Total Hours Worked	<u>1.00</u>	<u>2.00</u>
Total Base Salaries	\$20.97	\$41.94
Benefits (42%)	<u>\$8.81</u>	<u>\$17.61</u>
Total Salaries with Benefits	\$29.78	\$59.55
Vehicle Expense		
Truck - Utility/Stake/Pickup (1/2 ton)	1.00	1.00
Total Vehicle Expense	<u>\$11.75</u>	<u>\$11.75</u>
Subtotal	\$41.53	\$71.30
Overhead (15%)	6.23	10.70
Total Cost	<u>\$47.76</u>	<u>\$82.00</u>
Calculated Charge	<u>\$48.00</u>	<u>\$82.00</u>
Proposed Charge	\$65.00	\$85.00
Existing Charge	\$65.00	\$85.00

Exhibit 16
Bonita Springs Utilities, Inc.
Check for Misread and/or Leak

Description	Normal Hours	After Hours
Position:		
<u>Billing Clerk</u>	\$23.29	\$23.29
Total Number of Employees Required	1.00	1.00
Number of Hours Worked By Each Employee	0.25	0.25
Total Hours Worked	0.25	0.25
<u>Customer Service</u>	\$18.68	\$18.68
Total Number of Employees Required	1.00	1.00
Number of Hours Worked By Each Employee	1.50	2.00
Total Hours Worked	1.50	2.00
Total Base Salaries	\$33.84	\$85.12
Benefits (42%)	\$14.21	\$35.75
Total Salaries with Benefits	\$48.06	\$120.87
Vehicle Expense		
Truck - Utility/Stake/Pickup (1/2 ton)	1.00	1.00
Total Vehicle Expense	\$11.75	\$11.75
Subtotal	\$59.81	\$132.62
Overhead (15%)	8.97	19.89
Total Cost	\$68.78	\$152.51
Calculated Charge	\$69.00	\$153.00
Proposed Charge	\$70.00	\$150.00
Existing Charge	\$35.00	\$85.00

Bonita Springs Utilities, Inc.

Current and Proposed Water ANC Fees

<u>Class of Service</u>	<u>Current</u>	<u>Proposed</u>
Single-Family, Duplex, Triplex (per Unit)	\$2,600	\$3,040
Multi-family and Mixed-Master (per Unit)	\$2,080	\$2,432
Assisted Living Facility (per ERC) (1)	\$2,600	\$3,040
General and Irrigation Service (by meter size)		
3/4-inch	\$2,600	\$3,040
1-inch	\$6,500	\$7,600
1-1/2-inch	\$13,000	\$15,200
2-inch	\$20,800	\$24,320
3-inch	\$41,600	\$48,640
4-inch	\$65,000	\$76,000
6-inch	\$130,000	\$152,000
8-inch	\$208,000	\$243,200

(1) The ANC fee is calculated based on the estimated water capacity at a rate of 100 gpd / bed plus five (5) gpd / meal served (resident or staff) divided by 250 gpd to determine the number of ERCs.

Current and Proposed Miscellaneous Charges

<u>Backflow Preventer</u>	<u>Current</u>	<u>Proposed</u>
3/4-inch	\$250	\$460
1-inch	\$290	\$520
1 ½-inch	\$525	\$1,080
2-inch	\$605	\$1,300
 <u>Water Meter Installation (Existing Service Line)</u>		
3/4-inch	\$300	\$570
1-inch	\$350	\$790
1 ½-inch	\$530	\$1,290
2-inch	\$730	\$1,390
Above 2-inch Meter	Actual Cost	Actual Cost
 <u>Water Meter Installation & Tap</u> (New Service Line)		
3/4-inch short	\$585	\$1,240
3/4-inch long	\$1,560	\$1,560
1-inch short	\$635	\$1,460
1-inch long	\$1,610	\$1,770
1 1/2-inch short	\$835	\$2,010
1 1/2-inch long	\$1,805	\$2,520
2-inch short	\$1,240	\$2,300
2-inch long	\$2,375	\$2,620

Irrigation or Auxiliary Meter Installation

¾ inch Meter Short	\$625	\$625
¾ inch Meter Long	\$1,560	\$1,560
Above ¾ inch Meter	Actual Cost	Actual Cost

Meter Bench Test Fee

¾-inch – 1”	\$75	\$150
1 ½-inch & Larger	Actual Cost	Actual Cost

Violation Reconnection Charge

Normal Hours	\$50	\$50
After Hours and Weekends	\$85	\$135

Plan Review and Inspection Related Fees

	\$500	\$835
Plan Review and Inspection		
Plan Review Resubmittal Fee	\$0	\$250
Re-Inspection Fee	\$0	\$75

Warranty Expiration Televising (Cleaning)

\$250	\$500
\$.55 per linear foot	\$1.25 per linear foot

Construction Meter Deposit

\$1,120	\$1,500
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Construction Water

Connect and Disconnect Charge	\$40	\$80
Per 1000 Gal of Water Used	\$4.40	\$4.40

Grease Trap Fee

\$0	\$150
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Check for Misread and/or Leak

Normal Work Hours	\$35	\$70
After Hours and Weekends	\$85	\$150

BONITA SPRINGS UTILITIES, INC.

WATER TARIFF

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

(239) 992-0711

(Effective June 1, 2022)

EXHIBIT C

WATER TARIFF

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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.

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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"	\$ 8.39
1"	20.98
1 1/2"	41.95
2"	67.12
3"	134.24
4"	209.75
6"	419.50
8"	671.20

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

<u>Block</u>	<u>Usage (gallons)</u>	<u>Charge</u>
1	0 - 6,000	\$3.79
2	6,001 - 12,000	4.60
3	12,001 - 18,000	5.40
4	18,001 and over	6.21

BILLING CHARGE - \$4.20 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, 2022

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	\$8.39

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

<u>Block</u>	<u>Usage (gallons)</u>	<u>Charge</u>
1	0 - 6,000	\$3.79
2	6,001 - 12,000	4.60
3	12,001 - 18,000	5.40
4	18,001 and over	6.21

BILLING CHARGE- \$4.20 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, 2022

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	\$6.71

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

<u>Block</u>	<u>Usage (gallons)</u>	<u>Charge</u>
1	0 - 6,000	\$3.79
2	6,001 - 12,000	4.60
3	12,001 - 18,000	5.40
4	18,001 and over	6.21

BILLING CHARGE - \$4.20 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, 2022

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	\$8.39

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

<u>Block</u>	<u>Usage (gallons)</u>	<u>Charge</u>
1	0 - 6,000	\$3.79
2	6,001 - 12,000	4.60
3	12,001 - 18,000	5.40
4	18,001 and over	6.21

BILLING CHARGE - \$4.20 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, 2022

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.

\$4.40 for each thousand (1,000) gallons of water used.

Water Tank Truck Fill-up Fee - \$4.40 per 1,000 gallons.

Bulk Water - \$4.19 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: \$2,432.00 per 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.

BONITA SPRINGS UTILITIES, INC.

WASTEWATER TARIFF

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

(239) 992-0711

(Effective June 1, 2022)

EXHIBIT D

WASTEWATER TARIFF

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

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

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RULES AND REGULATIONS

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

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

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

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

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

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

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

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

effect. Where municipal or other governmental inspection is required, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company. Notwithstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 11.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the customer or customer's agents including, but not limited to, contractors, repairmen, landscape maintenance crews or other entities, the customer shall be responsible for paying the Company the cost of such loss or repairing such damage. It shall then be the Customer's responsibility to recover any costs from customer's agent if appropriate.
- 12.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting or removing Company's property or for performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass. Without notice, the Company may remove any landscaping or ancillary feature in a manner and to the extent reasonably required to provide access to the Company's property.
- 13.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service as determined by the Company.
- 14.0 BILLING PERIODS - Bills for wastewater service will be billed monthly, and are due when rendered and will be considered as received by customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- 15.0 DISCONNECTION FOR NON-PAYMENT - Field personnel shall not accept payment from customers when disconnecting meters for non-payment or reconnecting service. Customer may avoid meter removal, after personnel have been dispatched, by making payment in full at the Company's office or entering into a written agreement to pay the full amount due by a mutually agreed upon date including non-payment trip charge and/or reconnect fees. If the Member-Tenant account has not been paid or reinstated following final meter reading or disconnection for non-payment, the Member-Owner shall thereafter be responsible for payment of all charges incurred during this period of temporary disconnection as a condition of the initiation of service to a subsequent Member-Tenant.
- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by

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

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

Check Return -	<u>Check Amount</u>	<u>Charge</u>
	\$ 0.00 - \$ 50.00	\$25.00
	\$50.01 - \$300.00	\$30.00
	Over \$300.00	\$40.00 or 5% whichever is greater

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

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

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

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

- 19.0 UNAUTHORIZED CONNECTIONS - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees or agents of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until payment is made in full for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection. A party illegally connecting to facilities of the Company, or doing so in violation of the Company's Rules and Regulations, shall be charged costs plus expenses and back-billed for wastewater service based upon a reasonable estimate of service taken.
- 20.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be. No adjustment shall be made to the base charge. The Company may refund or bill the Customer the amount billed/unbilled in error for one-half of the period since the last test, said one-half period not to exceed six (6) months; provided that, if it can be shown that the error was due to some cause the date of which can be identified, the adjustment will be based on that date. If meter does not register, or if no reading can be obtained, only current billing may be adjusted using an estimate of previous billings. In the event a customer provides acceptable documentation evidencing an extraordinary circumstance such as a pipe break or the filling of a swimming pool, the Company may take such information into account in calculating the monthly charge for wastewater service, and in determining the appropriate block water usage rate.
- 21.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

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

SINGLE FAMILY RESIDENTIAL,
 DUPLEX, TRIPLEX and
 GENERAL:

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

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

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

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

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

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

23.0 TAMPERING – No person shall tamper with, work on, connect to, or in any way alter or damage the Service Lines or any other component of the Company's sewer system without

prior written consent from the Company. If tampering is found and it causes the Company to repair or remove its property, an amount equal to the Violation Reconnection Charge or the actual cost to make repairs and reconnect (whichever is greater) will be charged to the customer. In addition, the Company may impose a tampering fee. It is unlawful to willfully alter, tamper with, damage, or knowingly suffer to be damaged any meter, meter seal, pipe or other apparatus or property belonging to the Company with intent to avoid payment for utility service. According to State statute this tampering is a misdemeanor of the first degree punishable by fine or imprisonment. Company shall be entitled to recover the value of the Service provided. Authorities shall be notified and Company will prosecute. In addition, whoever is found in civil action to have violated the provisions hereof shall be liable to Company in an amount equal to 3 times the amount of services unlawfully obtained or \$3,000.00, whichever is greater. The Company may discontinue service upon reasonable notice to the customer for any infraction of this section in accordance with section 812.14, Florida Statutes.

- 24.0 RATE SCHEDULES - The following are the Company's rate schedules for service, and are subject to change from time to time.

GENERAL SERVICE RATE SCHEDULE

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

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

WASTEWATER RATES - Monthly Base Charge Per Unit Served

<u>Meter Size</u>	<u>Charge</u>
3/4"	\$ 29.48
1"	73.70
1 1/2"	147.40
2"	235.84
3"	471.68
4"	737.00
6"	1,474.00
8"	2,358.40

Gallonge Rate – \$3.83 (Per 1,000 gallons)

BILLING CHARGE - \$4.20 per account per month. No extra Billing Charge if customer is also a water customer.

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

EFFECTIVE DATE - June 1, 2022

SINGLE FAMILY RESIDENTIAL, DUPLEX AND TRIPLEX RATE SCHEDULE

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

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

WASTEWATER RATES - Monthly Base Charge Per Unit Served

<u>Meter Size</u>	<u>Charge</u>
All	\$29.48

Gallage Rate - \$3.83 (Per 1000 gallons capped at 16,000 gallons per month per unit served)

BILLING CHARGE - \$4.20 per account per month. No extra Billing Charge if customer is also a water customer.

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

EFFECTIVE DATE - June 1, 2022

MULTI-FAMILY AND MIXED MASTER RATE SCHEDULE

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

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

WASTEWATER RATES -

Monthly Base Charge Per Unit Served

<u>Meter Size</u>	<u>Charge</u>
All	\$23.58

Gallonage Rate - \$3.83 (Per 1,000 gallons)

BILLING CHARGE - \$4.20 per account per month. No extra Billing Charge if customer is also a water customer.

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

EFFECTIVE DATE - June 1, 2022

INSTITUTIONAL RATE SCHEDULE

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

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

WASTEWATER RATES -

Monthly Base Charge Per ERC

<u>Meter Size</u>	<u>Charge</u>
N/A	\$29.48

Gallage Rate - \$3.83 (Per 1,000 gallons)

BILLING CHARGE - \$4.20 per account per month. No extra Billing Charge if customer is also a water customer.

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

EFFECTIVE DATE - June 1, 2022

FIXED WASTEWATER RATE SCHEDULE

AVAILABILITY - Available throughout the area served by the Company for wastewater only customers.

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

WASTEWATER RATES -

Monthly Charge Per Unit

<u>Meter Size</u>	<u>Charge</u>
N/A	\$48.37

Gallage Rate None

BILLING CHARGE - \$4.20 per account per month. No extra Billing Charge if customer is also a water customer.

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

EFFECTIVE DATE - June 1, 2022

- 25.0 NORMAL RECONNECTION CHARGE - Removal or reconnection of service subsequent to a customer-request.
 \$40.00 Disconnect charge
 \$40.00 Reconnect charge
- 26.0 VIOLATION RECONNECTION CHARGE - Subsequent to disconnection of service for cause, including a delinquency in bill payments and/or tampering with Company property, service shall not be reinstated until reconnection charge plus all past-due balances are paid in full.
 \$50.00 during normal work hours
 \$135.00 after hours and weekends.
- 27.0 REIMBURSEMENTS FOR EXTRA EXPENSES - The consumer shall reimburse the Company for extra expenses (such as for special trips, inspections, additional clerical expenses, etc.) incurred by the Company on account of consumer's violation of the Rules and Regulations. The customer will be advised of these expenses prior to Company rendering service.
- 28.0 TRANSFER FEES - Charge for transfer of existing service to a new owner or to a new Member-Tenant at an existing service. Existing Member-Owners are not charged when Member-Tenants vacate.
 \$35.00 (one charge only for transfer of water, sewer, or both)
- 29.0 MISCELLANEOUS SERVICE CHARGES - The Company charges the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.
- Usage Reports - \$50.00 minimum or \$0.25 per meter, whichever is greater.
- Non-Payment Trip Charge - \$45.00- only applicable during normal work hours
- Capacity Reservation Fee - a monthly charge equal to the base charge plus billing charge for the applicable class of service.
- Plan Review and Inspection Fees –
 The greater of \$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 \$500)
- Developer Agreement Administration Fees -
 not to exceed \$1,000.00 per Main Extension Manual

Labor & Equipment -

\$65.00 per 1 man crew per hour
85.00 per 2 man crew per hour

Sewer Tap Locate

Other related and similar activities

\$35.00 during normal work hours
\$85.00 After hours and weekends

Estoppels Letter Fee

Normal Delivery - \$15.00

Rush Delivery - \$30.00

No extra charge if customer is also a water customer.

Late Payment Fee

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

Meter Tampering Charge

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

Grease Trap Fee - \$150.00 – Initial plan review and inspection.

29.1 RECLAIMED WATER RATE - \$.49 per 1000 gallons except as otherwise set by contract.

SERVICE AVAILABILITY POLICY

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

necessary for construction on their property. Such letters are not permit letters as referenced in this Tariff and are not specific reservations of capacity for Developer and do not guarantee that capacity will be available for Developer's project at any later date. Such a reservation can only be made through execution of an agreement with the Company and payment of rates and charges as set forth herein. Such an agreement is required prior to issuing Permit Letters for the purpose of obtaining a concurrency letter or building permit.

37.0 SERVICE AVAILABILITY PAYMENTS - In consideration for the provision of sewer service by the Company, Developer shall be required to pay certain costs of making service available, including on-site sewage collection system contributed in cash or in kind; payments to defray in part, or in total, the cost of off-site lines and related facilities, ANC Fees, Connection Fees, and Capacity Reservation Fees. Default in the payment of the charges set forth herein shall result in a cancellation of reserved capacity and forfeiture of monies previously paid to Company. Company shall provide fifteen (15) days written notice prior to taking such action.

38.0 ANC FEES - An Aid-To-New-Construction Fee (ANC Fee) shall be paid for each connection to the Company's system to defray all or a portion of the cost of providing service to the property. The ANC Fee shall be based on an ERC basis. For this purpose, the average daily flow of one ERC is 250 gallons per day ("gpd"). The number of ERC's contained in a given average daily flow is determined by dividing that average daily flow by 250 gpd.

ANC FEE SCHEDULE

- (a) Single Family Residential, Duplex and Triplex:

<u>Meter Size</u>	
All	\$3,925.00 per unit served
- (b) Multi-family and Mixed-Master: \$3,140.00 per unit served
- (c) Assisted Living Facility: \$3,925.00 per ERC.
 The ANC Fee is calculated based on the estimated water capacity at a rate of 100 gpd/bed plus 5 gpd/meal served (resident or staff) divided by 250 gpd to determine the number of ERC's. The number of ERC's is then multiplied by the ANC Fee then in effect.

(d) General Service:		
<u>Meter Size</u>	<u>ERC Equivalent</u>	<u>ANC Fee per ERC</u>
3/4"	1	\$ 3,925.00
1"	2.5	9,812.50
1-1/2"	5	19,625.00
2"	8	31,400.00
3"	16	62,800.00
4"	25	98,125.00
6"	50	196,250.00
8"	80	314,000.00

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

ANC Fees are refundable only in the following cases:

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

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

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

Customer Connection (tap-in) Charge - Actual Cost

- 40.0 CAPACITY RESERVATION FEES - Upon execution of a Wastewater Service Application in order to reserve capacity in the system and/or payment of ANC Fees for any reason, Customer shall pay a monthly Capacity Reservation Fee equal to the base facility charge per unit then in effect for each unit of capacity not yet receiving service. As active connections are made, the Capacity Reservation Fee obligation shall be proportionately reduced. Failure to make payments as due shall result in cancellation of the capacity reservation and a forfeiture of all charges previously paid including ANC Fees. Company shall provide 15 days written notice prior to cancellation in order to remedy delinquent payments. Depending on the amount of capacity reserved, Company may require annual prepayments of Capacity Reservation Fees to secure payment. In that event, a credit shall be given for the prepayment of capacity reservation fees for that portion of the year during which a customer has connected to the system and begun paying a base facility charge for service. Such credit shall be made at the time of the next year's capacity reservation fee prepayment.
- 41.0 CONTRIBUTION OF LINES - Developer may be required to construct and contribute to the Company on-site facilities, particularly sewer collection lines, and off-site facilities including transmission mains to connect Company's transmission system in order to provide service to Developer's property. Contribution of such lines is independent of the payment of any charges hereunder. Construction of such lines shall meet the minimum specifications of the Company's Technical Specifications Manual.
- 42.0 OBLIGATIONS OF DEVELOPER - All contributors and developers shall furnish to the Company accurate information regarding matters of engineering, construction of buildings, dwellings and proposed densities. Developer shall advise Company of changes in density

factors or consumption requirements during construction of the project, and Developer shall be liable for adjustment in ANC Fees and charges paid or payable.

43.0 MISCELLANEOUS CONSTRUCTION PROVISIONS - Any contractor or similar person doing work for the Company must first show a certificate of insurance acceptable to the Company. In case of a service size change being requested by a Consumer regardless of pre-installation, or after installation, the Company will charge based on actual cost involved. The cost of a change or relocation of a service will be based on actual cost. To the extent any construction or other activities are addressed in the Company's Technical Specifications Manual, the party performing the work shall comply with the Manual requirements.

44.0 SERVICE TO EXISTING SUBDIVISIONS - In the event Company determines to provide service to an existing subdivision served by individual septic systems or package plants in an area other than one which the Company has designated as a Gravity Expansion Area, Company shall determine availability of capacity for that subdivision. The representatives of the subdivision shall provide all information reasonably necessary for Company to make such determination. In the event service is available, the subdivision residents (or someone other than Company) shall be responsible for construction, or the cost of construction, of all on-site and off-site facilities including, but not limited to, lift stations necessary to serve the subdivision. Provision of service by the Company shall further be conditioned upon payment of all applicable rates and charges as set forth herein. Company, in its sole discretion, shall determine whether to accept a subdivision's existing collection system, which may be subject to upgrade at the sole discretion of the Company, or render service pursuant to a master meter or both in the case of a subdivision system owned and maintained by a homeowners association, developer, or other such similar unit.

Should the cost of such future wastewater service expansion programs vary significantly from the general charges contained herein, the Company may institute an additional or lesser charge to affected customers, based upon the Company's actual costs, and may allow the amortization of charges and costs over a reasonable time period, if warranted. In the event a customer elects to amortize these costs, the customer shall allow the Company to place a lien on the property to secure repayment and to provide notice of such payment requirement to a subsequent purchaser of the property.

45.0 SPECIAL SERVICE CHARGE TO IMPERIAL HARBOR SUBDIVISION - As a result of the abandonment of Harbor Utilities Company, Inc., the Company provides wastewater service to the Imperial Harbor Subdivision. In order to provide such service, the lines, lift stations and appurtenant facilities within Imperial Harbor required substantial upgrading. In addition to the other rates and charges contained in this Tariff, the customers within Imperial Harbor are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Special Services Charge in a lump sum, or amortize the cost over 25 years which charges are set forth below.

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

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

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

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

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

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

Special Service Charge:	\$7,210.00 per unit
or	
Monthly Amortization:	\$ 43.23 per unit

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

- 45.3 SPECIAL SERVICE CHARGE TO BONITA SPRINGS GOLF AND COUNTRY CLUB – In addition to the other rates and charges contained in this Tariff, customers formerly served by, or in the former service area of, Bonita Springs Golf and Country Club are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum,

or amortize the cost over 25 years at an interest rate of 6.0% per annum. Interest shall begin to accrue one year after implementation of the charge. The charges are set forth below:

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

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

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

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

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

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

Single Family Unit

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

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

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

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

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

- 45.7 SPECIAL SERVICE CHARGE TO LEISURE TIME PARK - In addition to the other rates and charges contained in this Tariff, customers in the Leisure Time Park are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 20 years with an interest rate of 5.0% interest per annum. The charges are set forth below:

	<u>Single Family/Clubhouse</u>
One Time Payment:	\$ 943.73 per ERC

or
Monthly Amortization \$ 6.23 per ERC

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

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

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

plus

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

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

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

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

No person shall discharge or cause to be discharged materials, water or waste, if it appears likely, in the opinion of the Company, that such discharge may cause harm to the utility system or have an adverse effect or cause interference with the operation of the wastewater treatment facility. In that event, the customer shall be subject to such pretreatment or other measures as are necessary to protect the integrity of Company's system and the ability to serve its members including the requirements set forth in Chapter 62-625 Florida Administrative Code, Pretreatment Requirements for Existing and Other Sources of Pollution, those standards set forth in the Company's Sewer Use Manual or such other pretreatment standards as shall have been approved by the Company's Board of Directors, and those industrial pretreatment standards and grease management standards as may be adopted and enforced by the City of Bonita Springs or Lee County as they apply in their respective portions of Company's service territory.

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

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

- 49.0 WASTEWATER REUSE - The Company owns, operates and maintains wastewater treatment facilities, pursuant to operating permits from the Florida Department of Environmental Regulation, which produce treated effluent of a quality suitable for the

irrigation of grasses, woodlands and certain vegetation. The Company may make treated effluent available to consumers within the service area of the Company that own large tracts of green areas requiring landscape irrigation ("Users"), based on the Board of Directors determination of the best interests of the Company and its members. Determination of the quantity, price, terms and conditions of the provision of effluent to Users shall be at the sole discretion of the Company, and may be set forth in an Effluent Reuse Agreement entered into by the Company and the User.

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

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

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

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

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

developers and customers, regardless of an immediate need and willingness to pay for such capacity.

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