

000610-WS

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAILABILITY POLICY SHEET NO./RULE NO.</u>
<u>Administrative Fee</u> .....	A percentage of the Costs of Construction	Rule Nos. A8, A27 & C2
<u>Back-Flow Preventor Installation Fee</u> All sizes .....	Actual Cost	Rule Nos. A8, A26 & C6
<u>Customer Connection (Tap-In) Charge</u> 1" metered service (Shortside) .....	Actual Cost	Rule Nos. B2, B7 & C6
1" metered service (Longside) .....	Actual cost	
2" and over metered service .....	Actual Cost	
<u>Inspection Fees</u> .....	Actual Cost	Rule Nos. A23 & C10
<u>Legal Fees</u> .....	Actual Cost	Rule Nos. A27 & C2
<u>Main Extension Charge - Off Site</u> Residential-per ERC (350 GPD) .....	Actual Cost	Rule Nos. A20,B2, B3, B7, C1, C6, C7 & C8
All others-per gallon .....	Actual Cost	
<u>Main Extension Charge -On Site</u> Residential-per ERC (350 GPD) .....	Actual Cost	Rule Nos. A20, B2, B3, B7, C1, C6, & C7
All others-per gallon .....	Actual Cost	
<u>Meter Installation Fee</u> 5/8" x 3/4" (Direct Read Meter) .....	\$ 64.53	Rule Nos. A25 & C4
5/8" x 3/4" (Encoder Meter) .....	\$ 100.12	
3/4" (Direct Read Meter) .....	\$ 82.28	
3/4" (Encoder Meter) .....	\$ 119.52	
1" (Direct Read Meter) .....	\$ 114.47	
1" (Encoder Meter) .....	\$ 149.12	
1 1/2" (Direct Read Meter) .....	\$ 246.23	
1 1/2" (Encoder Meter) .....	\$ 278.72	
2" (Direct Read Meter) .....	\$ 319.77	
2" (Encoder Meter) .....	\$ 354.57	
3" and above and Irrigation Meters .....	Actual Cost	
<u>Plant Capacity Charge</u> Residential-per ERC (350 GPD) .....	\$391.00	Rule Nos. A20, B1 & C1
All others-per gallon .....	\$ 1.12	
Refundable Advance .....	Advance or Prorata Share	Rule Nos. B4, B5 & C8

Actual Cost is equal to the total cost incurred for services rendered to a customer.  
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Vice President

WATER SERVICE AVAILABILITY POLICY

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WATER SERVICE AVAILABILITY POLICY

A. GENERAL PROVISIONS

1. Purpose. The purpose of this Water Service Availability Policy (hereinafter the "Service Availability Policy") is to establish a method which will be uniform and non-discriminatory among all customers and prospective customers of United Water Florida Inc. (hereinafter the "Service Company" or the "Company") to apportion between Service Company and prospective customers, property owners, builders or developers (hereinafter the "Property Owners") the investment in new water utility facilities of all kinds that may be necessary to provide services to said Property Owners.

It is Service Company's intention to provide service throughout its Service Area, as hereafter defined, whenever it is economically feasible. Service is economically feasible when the operating income of Service Company to be earned from prospective customers within the area to be served by a proposed extension of facilities divided by the investment in such facilities demonstrates that Service Company will earn a fair return on its investment in the proposed extension.

2. Availability. The provisions of this Service Availability Policy are applicable and available to all Property Owners within the territory described in Service Company's Certificate of Authorization issued by the Florida Public Service Commission (hereinafter the "Commission"). Said territory is hereinafter referred to as the "Service Area."

Service Company will evaluate each request for service to a territory as to its economic feasibility within the terms of its approved tariff. If Service Company determines that it is not economically feasible, within the terms of its approved tariff, to serve such territory and if the parties agree, Service Company will prepare a Special Service Availability Contract setting forth the terms by which it can provide service, and will submit such Special Service Availability Contract to the

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Commission for its approval. The cost of preparation of such Special Service Availability Contract and the effort required to seek its approval shall be reimbursed to Service Company by the Property Owner seeking service.

3. Service Company's Obligation. Service Company shall be obligated to furnish water service to a Property Owner only (1) as a result of and under the terms of a properly executed Service Agreement (also known as a Developer Agreement) and (2) when it is economically feasible to do so. No letter of intent or letter of available capacity given at the request of Property Owner shall obligate Service Company to provide service or be relied on by any third party as a representation that Service Company is obligated to provide service.
  
4. Refusal of Service. Service Company reserves the right to refuse connection and to deny the commencement of service to any Property Owner seeking to be connected to portions of the water distribution system of Service Company until such time as the provisions of this Service Availability Policy and the Service Agreement, Developer Agreement or Special Service Availability Contract have been fully met by Property Owner.
  
5. Written Application. Application for new services shall be made in writing by Property Owners or duly authorized agents, on forms provided by Service Company. Said application shall include such reasonable information as Service Company may require to enable it to respond in accordance with the provisions of this Service Availability Policy and the Rules and Regulations of the Commission. It shall be the Property Owner's obligation to provide Service Company with all the accurate information which Service Company needs in order to evaluate the feasibility and cost of providing service. Service Company will furnish each applicant a written response within 30 days, unless service to such an applicant would require a main extension, in which case, Service Company shall respond within 60 days or, if, in the opinion of Service Company, the size or scope of the service request requires a longer time in which to respond, 90 days.

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6. Service Agreement. After Service Company has responded to Property Owner's application, Property Owner and Service Company may enter into a Service Agreement. Said Service Agreement must be fully executed by all parties and payment must be received by Service Company prior to Service Company's being obligated to provide or providing water service to Property Owner. This obligation is subject to Service Company's ability, after due diligence, to obtain all necessary permits and approvals, from all concerned regulatory agencies. No service shall be commenced prior to Property Owner executing a Service Agreement or Developer Agreement and fulfilling all conditions under said agreement. The Service Agreement or Developer Agreement shall set forth the provisions governing the respective responsibilities of Property Owner and Service Company concerning the installation of new facilities and provision of service. Such Service Agreement or Developer Agreement may include provisions concerning the manner and method of payment of contributions-in-aid-construction, refund agreements, matters of exclusive service rights by Service Company, time commitments for Property Owners to take and use services from the facilities to be provided, and other matters which Service Company desires to be included within the Service Agreement or Developer Agreement. Nothing contained in such Service Agreement or Developer Agreement shall be in conflict with this Service Availability Policy or with the rules and regulations of the Commission. Service Agreements and Developer Agreements shall be in recordable form and may be recorded in the public records at the option of the Utility Company.
7. Equivalent Residential Connection. For the proposes of determining or projecting the average daily flow of a specific type of water service customer, the average daily flow of a detached single family residential unit shall be considered to be 350 gallons per day (hereinafter referred to as an "Equivalent Residential connection" or "ERC"). In determining average daily flow in ERCs from the following types of customers, said customers shall be considered to have the following flow:

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<u>Type of Structure</u>	<u>Flow</u>
Single family residential (free standing)	350 gallons per day ("GPD")
Townhouse	300 GPD
Apartments	250 GPD per unit
Motel (without restaurant or lounge)	
Per room	100 GPD
Conference room/office	5 GPD per 10 square feet
Laundry	400 GPD per washing machine
Restaurant	
Open less than 15 hours per day	60 GPD per seat
Open more than 15 hours per day	85 GPD per seat
Fast Food	the higher of 35 GPD per seat of 50 GPD per car space plus 1/3 of the total of the above for a drive-in window
Retail Store (dry)	400 GPD per toilet room

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<u>Type of Structure</u>	<u>Flow</u>
	(3 fixtures)
Office Building	15 GPD per 100 square feet
Self-Service Laundry	400 GPD per washing machine
Church	5 GPD per seat
Elementary School	10 GPD per student
Junior High and High School	15 GPD per student
Service Stations	500 GPD for each pump island
Bars and Cocktail Lounges	30 GPD per seat
Mobile Home Park	250 GPD per pad or space
Hospitals	200 GPD per bed
Warehouse	5 GPD per 100 square feet
Indoor Theater	3 GPD per seat
Outdoor Theater	5 GPD per car space

The flow for any type of building or development not listed above, or for any building or development which is of a type listed above but because of its peculiar nature, differs substantially from the normal type of building or development listed above, shall be determined by Service Company, in its discretion.

8. Construction and Engineering Design of Water Facilities. Property Owner shall be required to retain the services of a Consulting Engineer acceptable to Service Company. The engineering design of all new water facilities shall be in accordance with the standard specifications and detail sheets of Service Company and shall be subject to the final review and approval of Service Company. The engineering design of new facilities shall be sized to provide for reasonable anticipated future growth and shall comply with the requirements of local, state and federal government wherever applicable. Property Owner shall be responsible for obtaining all governmental approvals or permits necessary to construct new facilities. Property Owner is responsible for errors or changes in engineering information furnished to Service Company when such error or change results in increased cost to Service Company for any construction which

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Service Company may undertake in connection with installing facilities or which would necessitate a new design or redesign of plans. Prior to the provision of permanent service, Property Owner shall cause to be corrected all defects in facilities which it or its agents have constructed. Property Owner shall correct all defects in facilities which it or its agents have constructed and transferred to Service Company for the twelve (12) months following the acceptance and transfer of such facilities. Property Owner shall execute a performance bond in favor of the Service Company and in form and substance acceptable to Service Company.

Property Owner will provide and maintain all storage and pumping equipment necessary to adequately provide water and fire flow service to all structures greater than two stories located or to be located on its property.

All plans and designs shall be coordinated to coincide with Service Company's master plan for service to the area. All plans and designs shall be approved and accepted by Service Company prior to commencement of any construction. Construction of all new water facilities shall be done by Service Company or by a construction agency acceptable to it. Service Company reserves the right to charge a fee commensurate with the cost to Service Company, including overheads, of reviewing engineering plans furnished by the engineers of commercial, subdivision, apartment or industrial developers and in furnishing such information as may be required by said engineers.

Service Company may require that the property upon which new facilities are to be installed shall be brought to finished grade, and may further require that all drainage facilities and similar construction which might interfere with the new water facilities shall be completed prior to the commencement of construction of said new facilities. Unless otherwise permitted by Service Company, Property Owner's engineer shall utilize the standards contained in the Table of Daily Flows to this Service Availability Policy in their plans and designs.

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9. Payment for Facilities. Whenever the provisions of this Service Availability Policy shall require a contribution by Property Owner of new water facilities, the Service Agreement shall provide for prepayments to insure that Property Owner's share of investment in new water facilities will be funded when required prior to construction.
  
10. Ownership of Facilities. All new water facilities connected to the existing facilities of Service Company up to the Point of Delivery shall be the property of Service Company, and it shall be the responsibility of Service Company to operate and maintain said new facilities in keeping with their intended engineering design. Any facilities in the category of "consumer's lines" or "plumber's lines" located on the discharge side of the meter shall not be transferred to Service Company and shall remain the property of Property Owner, a subsequent Property Owner, occupant or their successors and assigns. Such facilities shall remain the maintenance responsibility of Property Owner or subsequent customer. Such facilities shall also include all fire flow detection devices and backflow prevention devices whether installed by Service Company or by Property Owner. Property Owner is solely responsible for the cost of such lines located on the discharge side of the meter.
  
11. Public and Private Easements. All water transmission mains and distribution lines shall be located in public dedicated rights-of-way and/or public dedicated utility easements adjacent to public dedicated rights-of-way where necessary. Service Company shall obtain applicable state and local permits which may be a prerequisite to placing such facilities in the public ways. Property Owner shall grant to Service Company any and all easements necessary for the operation and maintenance of Service Company's water utility system at no cost to Service Company. The easements shall include a minimum of ten (10) feet on all sides of all facilities for Service Company's ease of ingress and egress, provided, however, that Service Company may require larger easements when Service Company determines that it is appropriate. Such easements shall be recorded by grantors prior to Service

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Company's providing service as per agreement and shall be satisfactory to Service Company. Property Owner, its successors and assigns shall maintain such easements free and clear of all obstructions.

12. Plant Sites. Service Company may require Property Owner to convey in fee to Service Company at no cost to Service Company adequately sized parcels of land to accommodate all facilities, including but not limited to water treatment plants, water wells, water storage, pumping and repumping facilities as may be necessary in the opinion of Service Company's engineers to render adequate service to all properties within the Service Area, together with ingress and egress to such facilities.
13. Point of Delivery of Service. The point of delivery of service (hereinafter called "Point of Delivery") shall normally be, in the case of water service, the outlet connection of the water meter.
14. Contribution Adjustment Formula. Contribution charges as set forth herein may be escalated upon request of Service Company or by direction of the Commission based upon increases in Service Company's construction costs. Adjustments will not be made without Commission approval.
15. Extensions Outside Certificated Service Area. A Property Owner whose property is entirely or partially located outside of Service Company's Service Area may apply to Service Company for service; however, Service Company shall not be obligated to provide service outside of its Service Area. Service Company may, at its discretion, elect to provide service outside of its Service Area and to apply to the Commission for an extension of its Service Area; provided, however, that Property Owner shall first have entered into a Service Agreement with Service Company, which Service Agreement shall not become effective unless and until it has been approved by the Commission, and the necessary extension of the Service Area has been granted as otherwise provided by law. Should Service Company elect to enter into a Service Agreement to provide service outside of its Service Area, and providing said service to Property Owner will require

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Service Company to expand a treatment plant at a cost to Service Company greater than the service availability charge to be paid by Property Owner pursuant to this Tariff, Service Company may, at its discretion, require additional contributions-in-aid-of-construction, to the extent that Property Owner will bear the full cost of said plant expansion.

Service to property outside Service Company's Service Area involves formal notice and formal proceedings before the Commission and, therefore, entails engineering, administrative, and legal expense in addition to cost incurred by the Service Company in providing service within its territory. Before Service Company requests an extension of its Service Area to allow it to service the Property Owner's property, the Property Owner shall agree in advance, to defray those additional expenses and pay Service Company the estimated cost thereof subject to approval by the Commission. The advance payment will be adjusted to conform with the actual expenses after the proceedings have been concluded.

Property Owner shall agree to use Service Company's services for all domestic purposes within structures to be built within its project.

16. Copies of Service Availability Policy Available. Copies of this Service Availability Policy shall be available at the offices of Service Company for inspection upon request during normal business hours. Requests may be made in person or by mail at the following address:

1400 Millcoe Road  
Jacksonville, Florida 32225  
OR  
P.O. Box 8004  
Jacksonville, Florida 32239  
(904) 725-2865

17. Engineering Information Available. Service Company shall maintain system maps describing its water facilities for the purpose of providing reasonable information to Property Owners. Said system maps shall be maintained at

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Service Company's office and may be inspected during normal business hours. Service Company shall not be held responsible for differences between system maps and water facilities as they may have been constructed. Property Owner shall independently confirm, at its own expense, the locations of the facilities of Service Company prior to undertaking construction.

18. Contribution Adjustment for Changes in Treatment Requirements. In the event the regulatory agencies responsible for regulating quality of water treatment shall prescribe standards of treatment beyond those presently required, Service Company may make application to the Commission for permission to increase the contribution charges provided herein.
19. Limitation of Liability. Service Company shall not be liable to any customer, Developer or Property Owner as a result of injury to property or person, which said injury was created by "Force Majeure". The term "Force Majeure" as employed herein shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein, not within the control of Service Company and which by exercise of due diligence Service Company is unable to overcome. Further, in no event shall Service Company be liable to any customer, Developer or Property Owner for any consequential, incidental or punitive damages as a result of injury to property or person, regardless whether said injury was the result of acts of or within the control of Service Company or others.
20. Requirement for Payment of Contributions-in-aid-of-construction. Service Company requires the payment of contributions-in-aid-of-construction (CIAC) either by cash payments or through transfer of utility facilities and appurtenances thereto which have been installed by Property Owner or through a combination of both cash

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payments and a transfer of such facilities to Service Company.

Service Company shall collect such CIAC and other charges in accordance with this Service Availability Policy, the Tariffs, Service Agreements, Developer Agreements, and Special Service Availability Contracts.

For purpose of this Service Availability Policy, the term contribution-in-aid-of-construction or CIAC shall include but not be limited to the on-site system contributed in cash or in kind; payments to defray, in part or in total, the cost of the off-site lines and related facilities, and meter installation fees.

21. Transfer of Contributed Property - Bills of Sale. When Service Company agrees to accept systems built by others, prior to the acceptance of such a system by Service Company, each Property Owner who has constructed portions of the system shall convey such component parts of the system to Service Company by bill of sale, in form satisfactory to the Service Company, together with such evidence as may be required by Service Company that the system proposed to be transferred to Service Company is free of all liens and encumbrances.

Property Owner shall be responsible for financing of the facilities in such a manner as to permit transfer of ownership and control of the facilities to Service Company free and clear of any impediment to the continuous unfettered enjoyment by Service Company. Acceptance by the Service Company of the facilities shall be conditioned upon the conveyance of such facilities to Service Company by bill of sale, in a form satisfactory to Service Company and the delivery of such evidence required by Service Company that such facilities proposed to be transferred to Service Company and interests in real property to be granted to Service Company are free and clear of any liens and encumbrances.

22. Acceptances of Facilities. Prior to acceptance, Property Owner will correct all known defects in the facilities to be transferred. Service Company reserves the right to

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require that all facilities connected to its system, be acceptable to Service Company before service will be provided.

- 23.0 Inspections. Service Company shall have the right to inspect the construction of all facilities it will own prior to acceptance of such facilities and before the start of service. Such inspection is designed to assure Service Company that facilities are constructed in accordance with approved plans and designs and are further consistent with the Service Company's standards and specifications governing the kind and quality of such construction. Service Company further shall have the right to be present at tests of component parts of systems for the purpose of determining that the system, as constructed, conforms to Service Company's criteria, including but not limited to exfiltration, infiltration, pressure testing, line and grade, as appropriate. Such tests will be performed by Service Company's contractor, but only under the direct supervision of Service Company's engineer or its authorized inspector. Service Company shall charge the Property Owner an Inspection Fee in order to defray all costs of conducting such inspections.

It shall be the responsibility of the Property Owner or its plumbing contractor to connect Property Owner's plumbing installation to the facilities of Service Company. Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with Service Company's standards and specifications governing such connections and that the connection, as made, is free from infiltration and exfiltration and in accordance with all applicable codes. The Property Owner shall notify Service Company in writing of any proposed interconnection with the facilities of Service Company not less than forty-eight (48) hours prior to the date and time that such connection will be made available for inspection by Service Company. Such connection shall remain open until inspected by Service Company and until notice of approval of such connection is furnished to the Property Owner by Service Company. Service Company will

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perform the inspection within seventy-two (72) hours of receipt of the notification by the Property Owner. Any plumber's connection covered over without the benefit of inspection will result in the Property Owner being required to reopen the connection for subsequent inspection, at the Property Owner's expense. The cost of any correction of any faulty connection or installation and all damage to Service Company's system resulting from such faulty connection or installation shall be the sole responsibility of the Property Owner.

Property Owner is responsible for correcting all defects in facilities which it or its agents have constructed including, but not limited to, customer lines, plumber's lines, on-site facilities, and off-site facilities, including defects noticed by Service Company during inspections. Such corrections shall be made prior to the provision of service.

24.0 Cost Records and "As-built" Plans. Property Owner shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by the Property Owner. Such cost information shall be provided by system component as required by Service Company. Property Owner also shall supply to the Utility Company a complete copy of "as-built" plans signed by the engineer responsible for construction and such other documents more fully described in the Service Agreement or Developer's Agreement. The supplying of such plans and documents is a prerequisite for the acceptance by Service Company of the portion of the system or on-site facilities constructed.

25.0 Meter Installation Fee. Service Company will charge a meter installation fee to offset Service Company's cost of the meter, appurtenances and cost of installation for the size and the customer to be serviced as determined by Service Company.

This contribution will be charged and shall be paid only one time for the meter and its installation at any one location provided, however, that requests to exchange existing meters for meters of a larger size will result

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in a charge to the prospective consumer of the difference between the existing smaller size and the requested larger size meter.

When a Property Owner will use wastewater service only, a meter will be installed to meter the Property Owner's water supply for the purpose of providing an accurate basis for billing the wastewater service. The Property Owner shall bear the actual cost of such installation. All water service shall be metered. Service Company shall install all meters.

26.0 Back-flow Preventor Installation. Service Company may require the installation of appropriate Back-Flow Prevention Devices. General Services customers shall install, own, and maintain the Back-Flow Prevention Devices at their cost and Service Company shall have the right to inspect the Back Flow Prevention Devices. Service Company may install, at the customer's cost, or require to be installed by Property Owner, its successors and assigns, Back-Flow Prevention devices, when necessary or desirable, for Residential Service customers. Property Owners and such Residential Service customers shall own and maintain such Back-Flow Prevention device.

27.0 Administrative and Legal Fees. Service Company may charge and collect from Property Owners an administrative fee to cover the costs of accounting, engineering, and management (local, regional and corporate) which are incurred by the Utility Company in the preparation, execution and performance of a Service Agreement, Developer Agreement or Special Service Availability Contract. The Administrative Fee includes the plan review charge and shall be equal to a percentage of the construction costs of the service systems. Service Company may charge and collect from Property Owners a fee to cover the legal expenses incurred by Service Company in the preparation, execution, and performance of a Service Agreement, Developer Agreement, or Special Services Availability Contract.

B. SERVICE TO INDIVIDUAL RESIDENTIAL PROPERTY OWNERS

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1. Contribution to Utility Plant. Service Company shall collect the contribution charges from an individual residential lot owner as provided in the Service Agreement and in Service Company's tariff on file with the Commission.
2. Service Lateral Extensions. In addition to the above described contributions, Property Owner shall pay to Service Company the full cost associated with constructing individual service laterals from the closest mains of Service Company to the Point of Delivery in compliance with Service Company's engineering standards and specifications.
3. Main Extensions. In addition to the above described contributions and lateral costs, if the water distribution mains of Service Company are not located perpendicular to the Point of Delivery, the Property Owner requesting the service shall pay to Service Company the full cost associated with constructing an extension of said main or mains to a point perpendicular to the Point of Delivery.
4. Main Extensions Passing Intervening Unserved Property. Where a Property Owner has paid for water distribution mains of Service Company to be extended parallel to properties to which water service has not been provided (hereinafter referred to as the "Intervening Property"), said Property Owner may be entitled to a refund of a portion of said payment if water service is provided to any portion of the Intervening Property for a period of seven (7) years from the date service is first provided to said Property Owner and a payment is collected by Service Company from the Property Owner of the Intervening Property.
5. Collection and Payment of Refund. Where a Property Owner of any portion of the Intervening Property shall request water service, Service Company may charge said Property Owner a pro-rata share determined on the basis of original cost of the main extension allocated according

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to the front footage or hydraulic share of the Intervening Property Owner.

When payment is collected by Service Company, said refund shall be paid over to the Property Owner entitled to the refund within sixty(60) days of collection.

6. Payment of Refund in Event of Change in Ownership. Where the ownership of a residence has changed and the Property Owner thereof is entitled to a refund shall be paid shall be determined in accordance with the Service Agreement unless said agreement has been properly assigned to the owner of the residence as of the date of collection of the refund.
7. Inspection of Plumber's Hook-Up. It shall be the responsibility of Property Owner or its plumbing contractor to connect Property Owner's plumbing installation with the water transmission facilities of Service Company. Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with Service Company's rules governing such connections and that the connection, as made, is free from infiltration and exfiltration and in accordance with all applicable codes. Any plumber's connection covered over without the benefit of inspection will result in Property Owner being required to reopen the connection for subsequent inspection, at Property Owner's expense.

C. SERVICE TO COMMERCIAL, INDUSTRIAL, APARTMENT, AND SUBDIVISION DEVELOPERS

1. Contribution to Utility Plant. Service Company shall collect the contribution charges from commercial, industrial, apartment and subdivision developers (hereinafter called "Developers") set forth in the Service Agreement and in Service Company's Tariff on file with the Commission.
2. Administration Fee and Advance Deposit. Simultaneously with the execution of the Service Agreement, Developer shall pay to Service Company an advance deposit in the

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amount specified by Service Company to cover Service Company's expenses necessary to prepare preliminary engineering plans, including cost estimates of the construction required to serve the Development and to cover any other engineering, administrative or legal expenses incurred by Service Company in the execution of the Service Agreement. Said advance deposit will reserve the necessary treatment plant capacities to serve Developer's Property for a period of ninety (90) days and shall be non-refundable should Developer not proceed further with the Development within said ninety (90) days.

3. Increase in Contribution Fees. In the event that the Commission authorizes an increase in the water plant contribution fees prior to the completion of construction of the Development, Developer shall pay such increased fees for that portion of the development which is not connected to and receiving service from Service Company's utility system on the date of any Commission Order authorizing such increase.
4. Service Application and Meter Installation Fees. Developer shall make written application to Service Company for the opening of an account(s) for service. Said application is to be made only after the payment of all water plant contribution fees as set forth herein. At the time of making said application for service, Developer shall pay all meter installation fees, customer deposits, charges for service and any incidental charges as set forth in Service Company's Tariff filed with the Commission.
5. Commencement of Water Service Charges. Service Company shall not provide water for construction on an unmetered basis, and all charges, including all minimum charges for water service, shall commence and be paid from the date of meter installation in accordance with Service Company's approved rate schedule.
6. Water Facilities. Service Company shall cause to be constructed or upgraded at Developer's cost all water lines and mains, hydrants, valves, appurtenances and

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manholes necessary, in the discretion of Service Company, to serve the Development in accordance with plans approved by all necessary governmental or regulatory bodies and Service Company. Developer shall advance the cost of construction or upgrading of said facilities at execution of the Service Agreement or not less than ten (10) days prior to the commencement of construction of Development.

7. Allocation of Line Demand Costs. It is Service Company's policy to apportion the cost of off-site main transmission, collection or distribution lines and other facilities pro-rata to the developer owning property receiving service from such lines located outside of Developer's property. Since each Developer draws from the capacity of such lines, each Developer shall pay its property's share of the cost of the off-site main transmission, collection or distribution lines and other facilities through which service is rendered to Developer's property. This portion of Service Company's Service Availability Policy is referred to herein as "Developer's Line Demand Cost."

The charge for Developer's Line Demand Cost will be applicable to Developer's property whether or not the main transmission lines have been previously constructed.

8. Refundable Advances. At the discretion of Service Company, a Developer may be required to advance the Developer's Line Demand Cost applicable to other undeveloped property in the event that the construction of off-site transmission, collection or distribution lines of other facilities benefits future Developers of the undeveloped property. Service Company may refund to Developer, solely from monies collected from said future Developers, said future Developers' pro-rata cost of said facilities. Said refunds shall be calculated on the basis of hydraulic capacity and demand or on the basis of front footage of the future Development.

Developer's right to refunds hereunder shall expire seven (7) years from the date of execution of the Service Agreement between said Developer and Service Company. In

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no event shall Developer recover in refunds an amount greater than the difference between the capitalized cost of such off-site improvements and Developer's own share of such improvements. Developer shall have no right to receive, and Service Company shall have no liability to pay, any interest on said refunds.

9. Provisions of Service Agreements. Service Company shall be obligated to furnish water service to a Developer only as a result of and under the terms of an executed Service Agreement. No service shall be commenced prior to Developer executing a Service Agreement and fulfilling all conditions under said Service Agreement. The Service Agreement shall set forth the provisions governing the respective responsibilities of Developer and Service Company concerning the installation of new water facilities and provision of water service. Such Service Agreement may include provisions concerning the manner and method of payment of contributions-in-aid-of-construction, refund agreements, matters of exclusive service rights by Service Company, time commitments for Property Owners to take and use water services from the facilities to be provided, and other matters which Service Company desires to be included within the Service Agreement. Nothing contained in such Service Agreements shall be in conflict with this Service Availability policy or with the rules and regulations of the Commission. Service Agreements shall be in recordable form and may be recorded in the public records at the option of Service Company.
10. Inspections and Inspection Fees. Service Company shall inspect the installation of all water distribution facilities prior to start of service. Such inspection is designed to assure Service Company that water lines are installed in accordance with approved designs and are further consistent with Service Company's criteria and specifications governing the kind and quality of such installation. Service Company further shall be present at tests of component parts of water distribution systems for the purpose of determining that the system, as constructed, conforms to Service Company's criteria for exfiltration, infiltration, pressure testing, line and

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grade, as appropriate. Such tests will be performed by Service Company's contractor, but only under the direct supervision of Service Company's engineer or authorized inspector. Service Company shall charge an Inspection Fee in order to defray the cost of conducting such inspections.

11. Inspections of Plumber's Hook-Up. It shall be the responsibility of Developer or its plumbing contractor to connect Developer's plumbing installation with the water transmission facilities of Service Company. Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with Service Company's rules governing such connections and that the connection, as made, is free from infiltration and exfiltration. Developer shall notify Service Company of any proposed interconnection with the facilities of Service Company, and connection may be made without the presence of Service Company's inspector. However, such connection, shall remain open until inspected by Service Company and until notice of the approval of such connection is furnished to Developer by Service Company. Any plumber's connection covered over without the benefit of inspection will result in Developer's being required to reopen the connection for subsequent inspection, at Developer's expense.
  
12. Developer's On-Site Facilities. Any facilities in the category of "consumer's lines" or "plumber's lines" located on the discharge side of the water meter or on the consumer's side of the Point of Delivery shall not be transferred to Service Company and shall remain the property of Developer, a subsequent owner-occupant or their successors and assigns. Such facilities shall remain the maintenance responsibility of Developer or subsequent consumers.

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**SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES**

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAILABILITY POLICY SHEET NO./RULE NO.</u>
<u>Administrative Fee</u> .....	A percentage of the Costs of Construction	Rule Nos. A8, A27 & C2
<u>Back-Flow Preventor Installation Fee</u> All sizes .....	Actual Cost	Rule Nos. A8, A26 & C6
<u>Customer Connection (Tap-In) Charge</u> 1" metered service (Shortside) .....	Actual Cost	Rule Nos. B2, B7 & C6
1" metered service (Longside) .....	Actual cost	
2" and over metered service .....	Actual Cost	
<u>Inspection Fees</u> .....	Actual Cost	Rule Nos. A23 & C10
<u>Legal Fees</u> .....	Actual Cost	Rule Nos. A27 & C2
<u>Main Extension Charge - Off Site</u> Residential-per ERC (280 GPD) .....	Actual Cost	Rule Nos. A20,B2, B3, B7, C1, C6, C7 & C8
All others-per gallon .....	Actual Cost	
<u>Main Extension Charge -On Site</u> Residential-per ERC (280 GPD) .....	Actual Cost	Rule Nos. A20, B2, B3, B7, C1, C6, & C7
All others-per gallon .....	Actual Cost	
<u>Meter Installation Fee</u> Wastewater Service only .....	Actual Cost	Rule Nos. A25 & C4
<u>Plant Capacity Charge</u> Residential-per ERC (280 GPD) .....	\$1,316.00	Rule Nos. A20, B1 & C1
All others-per gallon .....	\$ 4.70	
Refundable Advance .....	Advance or Prorata Share	Rule Nos. B4, B5 & C8

Actual Cost is equal to the total cost incurred for services rendered to a customer.  
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WASTEWATER SERVICE AVAILABILITY POLICY

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WASTEWATER SERVICE AVAILABILITY POLICY

A. GENERAL PROVISIONS

1. Purpose. The purpose of this Wastewater Service Availability Policy (hereinafter the "Service Availability Policy") is to establish a method which will be uniform and nondiscriminatory among all customers and prospective customers of United Water Florida Inc. (hereinafter the "Service Company" or the "Company") to apportion between Service Company and prospective customers, property owners, builders or developers (hereinafter the "Property Owners") the investment in new wastewater utility facilities of all kinds that may be necessary to provide services to said Property Owners.

It is Service Company's intention to provide service throughout its Service Area, as hereafter defined, whenever it is economically feasible. Service is economically feasible when the operating income of Service Company to be earned from prospective customers within the area to be served by a proposed extension of facilities divided by the investment in such facilities demonstrates that Service Company will earn a fair return on its investment in the proposed extension.

2. Availability. The provisions of this Service Availability Policy are applicable and available to all Property Owners within the territory described in Service Company's Certificate of Authorization issued by the Florida Public Service Commission (hereinafter the "Commission"). Said territory is hereinafter referred to as the "Service Area."

Service Company will evaluate each request for service to a territory as to its economic feasibility within the terms of its approved tariff. If Service Company determines that it is not economically feasible, within the terms of its approved tariff, to serve such territory and if the parties agree, Service Company will prepare a Special Service Availability Contract setting forth the terms by which it can provide service, and will submit such Special Service Availability Contract to the

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Commission for its approval. The cost of preparation of such Special Service Availability Contract and the effort required to seek its approval shall be reimbursed to Service Company by the Property Owner seeking service.

3. Service Company's Obligation. Service Company shall be obligated to furnish wastewater service to a Property Owner only (1) as a result of and under the terms of a properly executed Service Agreement (also known as a Developer Agreement) and (2) when it is economically feasible to do so. No letter of intent or letter of available capacity given at the request of Property Owner shall obligate Service Company to provide service or be relied on by any third party as a representation that Service Company is obligated to provide service.
  
4. Refusal of Service. Service Company reserves the right to refuse connection and to deny the commencement of service to any Property Owner seeking to be connected to portions of the wastewater collection system of Service Company until such time as the provisions of this Service Availability Policy and the Service Agreement, Developer Agreement or Special Service Availability Contract have been fully met by Property Owner.
  
5. Written Application. Application for new services shall be made in writing by Property Owners or duly authorized agents, on forms provided by Service Company. Said application shall include such reasonable information as Service Company may require to enable it to respond in accordance with the provisions of this Service Availability Policy and the Rules and Regulations of the Commission. It shall be the Property Owner's obligation to provide Service Company with all the accurate information which Service Company needs in order to evaluate the feasibility and cost of providing service. Service Company will furnish each applicant a written response within 30 days, unless service to such an applicant would require a main extension, in which case, Service Company shall respond within 60 days or, if, in the opinion of Service Company, the size or scope of the service request requires a longer time in which to respond, 90 days.

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6. Service Agreement. After Service Company has responded to Property Owner's application, Property Owner and Service Company may enter into a Service Agreement. Said Service Agreement must be fully executed by all parties and payment must be received by Service Company prior to Service Company's being obligated to provide or providing water service to Property Owner. This obligation is subject to Service Company's ability, after due diligence, to obtain all necessary permits and approvals, from all concerned regulatory agencies. No service shall be commenced prior to Property Owner executing a Service Agreement or Developer Agreement and fulfilling all conditions under said agreement. The Service Agreement or Developer Agreement shall set forth the provisions governing the respective responsibilities of Property Owner and Service Company concerning the installation of new facilities and provision of service. Such Service Agreement or Developer Agreement may include provisions concerning the manner and method of payment of contributions-in-aid-construction, refund agreements, matters of exclusive service rights by Service Company, time commitments for Property Owners to take and use services from the facilities to be provided, and other matters which Service Company desires to be included within the Service Agreement or Developer Agreement. Nothing contained in such Service Agreement or Developer Agreement shall be in conflict with this Service Availability Policy or with the rules and regulations of the Commission. Service Agreements and Developer Agreements shall be in recordable form and may be recorded in the public records at the option of the Utility Company.
7. Equivalent Residential Connection. For the purposes of determining or projecting the average daily flow of a specific type of wastewater service customer, the average daily flow of a detached single family residential unit shall be considered to be 280 gallons per day (hereinafter referred to as an "Equivalent Residential connection" or "ERC"). In determining average daily flow in ERCs from the following types of customers, said customers shall be considered to have the following flow:

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<u>Type of Structure</u>	<u>Flow</u>
Single family residential (free standing)	280 gallons per day ("GPD")
Townhouse	280 GPD
Apartments	250 GPD per unit
Motel (without restaurant or lounge)	
Per room	100 GPD
Conference room/office	5 GPD per 10 square feet
Laundry	400 GPD per washing machine
Restaurant	
Open less than 15 hours per day	60 GPD per seat
Open more than 15 hours per day	85 GPD per seat
Fast Food	the higher of 35 GPD per seat of 50 GPD per car space plus 1/3 of the total of the above for a drive-in window
Retail Store (dry)	400 GPD per toilet room

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<u>Type of Structure</u>	<u>Flow</u>
	(3 fixtures)
Office Building	15 GPD per 100 square feet
Self-Service Laundry	400 GPD per washing machine
Church	5 GPD per seat
Elementary School	10 GPD per student
Junior High and High School	15 GPD per student
Service Stations	500 GPD for each pump island
Bars and Cocktail Lounges	30 GPD per seat
Mobile Home Park	250 GPD per pad or space
Hospitals	200 GPD per bed
Warehouse	5 GPD per 100 square feet
Indoor Theater	3 GPD per seat
Outdoor Theater	5 GPD per car space

The flow for any type of building or development not listed above, or for any building or development which is of a type listed above but because of its peculiar nature, differs substantially from the normal type of building or development listed above, shall be determined by Service Company, in its discretion.

8. Construction and Engineering Design of Wastewater Facilities. Property Owner shall be required to retain the services of a Consulting Engineer acceptable to Service Company. The engineering design of all new wastewater facilities shall be in accordance with the standard specifications and detail sheets of Service Company and shall be subject to the final review and approval of Service Company. The engineering design of new facilities shall be sized to provide for reasonable anticipated future growth and shall comply with the requirements of local, state and federal government wherever applicable. Property Owner shall be responsible for obtaining all governmental approvals or permits necessary to construct new facilities. Property Owner is responsible for errors or changes in engineering information furnished to Service Company when such error or change results in increased cost to Service Company

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for any construction which Service Company may undertake in connection with installing facilities or which would necessitate a new design or redesign of plans. Prior to the provision of permanent service, Property Owner shall cause to be corrected all defects in facilities which it or its agents have constructed. Property Owner shall correct all defects in facilities which it or its agents have constructed and transferred to Service Company for the twelve (12) months following the acceptance and transfer of such facilities. Property Owner shall execute a performance bond in favor of the Service Company and in form and substance acceptable to Service Company.

All plans and designs shall be coordinated to coincide with Service Company's master plan for service to the area. All plans and designs shall be approved and accepted by Service Company prior to commencement of any construction. Construction of all new wastewater facilities shall be done by Service Company or by a construction agency acceptable to it. Service Company reserves the right to charge a fee commensurate with the cost to Service Company, including overheads, of reviewing engineering plans furnished by the engineers of commercial, subdivision, apartment or industrial developers and in furnishing such information as may be required by said engineers.

Service Company may require that the property upon which new facilities are to be installed shall be brought to finished grade, and may further require that all drainage facilities and similar construction which might interfere with the new wastewater facilities shall be completed prior to the commencement of construction of said new facilities. Unless otherwise permitted by Service Company, Property Owner's engineer shall utilize the standards contained in the Table of Daily Flows to this Service Availability Policy in their plans and designs.

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9. Payment for Facilities. Whenever the provisions of this Service Availability Policy shall require a contribution by Property Owner of new wastewater facilities, the Service Agreement shall provide for prepayments to insure that Property Owner's share of investment in new wastewater facilities will be funded when required prior to construction.
  
10. Ownership of Facilities. All new wastewater facilities connected to the existing facilities of Service Company up to the Point of Delivery shall be the property of Service Company, and it shall be the responsibility of Service Company to operate and maintain said new facilities in keeping with their intended engineering design. Any facilities in the category of "consumer's lines" or "plumber's lines" located on the Property Owner's side of the Point of Delivery shall not be transferred to Service Company and shall remain the property of Property Owner, a subsequent Property Owner, occupant or their successors and assigns. Such facilities shall remain the maintenance responsibility of Property Owner or subsequent customer. Such facilities shall also include all fire flow detection devices and backflow prevention devices whether installed by Service Company or by Property Owner. Property Owner is solely responsible for the cost of such lines located on the Property Owner's side of the Point of Delivery.
  
11. Public and Private Easements. All wastewater force mains and collection lines shall be located in public dedicated rights-of-way and/or public dedicated utility easements adjacent to public dedicated rights-of-way where necessary. Service Company shall obtain applicable state and local permits which may be a prerequisite to placing such facilities in the public ways. Property Owner shall grant to Service Company any and all easements necessary for the operation and maintenance of Service Company's wastewater utility system at no cost to Service Company. The easements shall include a minimum of ten (10) feet on all sides of all facilities for Service Company's ease of ingress and egress, provided, however, that Service Company may require larger easements when Service Company determines that it is appropriate. Such easements shall

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be recorded by grantors prior to Service Company's providing service as per agreement and shall be satisfactory to Service Company. Property Owner, its successors and assigns shall maintain such easements free and clear of all obstructions.

12. Plant Sites. Service Company may require Property Owner to convey in fee to Service Company at no cost to Service Company adequately sized parcels of land to accommodate all facilities, including but not limited to wastewater treatment plants, pumping stations and other facilities as may be necessary in the opinion of Service Company's engineers to render adequate service to all properties within the Service Area, together with ingress and egress to such facilities.
13. Point of Delivery of Service. The point of delivery of service (hereinafter called "Point of Delivery") shall normally be, in the case of wastewater service, the point at which the sewer lateral intersects the property line of Property Owner's property.
14. Contribution Adjustment Formula. Contribution charges as set forth herein may be escalated upon request of Service Company or by direction of the Commission based upon increases in Service Company's construction costs. Adjustments will not be made without Commission approval.
15. Extensions Outside Certificated Service Area. A Property Owner whose property is entirely or partially located outside of Service Company's Service Area may apply to Service Company for service; however, Service Company shall not be obligated to provide service outside of its Service Area. Service Company may, at its discretion, elect to provide service outside of its Service Area and to apply to the Commission for an extension of its Service Area; provided, however, that Property Owner shall first have entered into a Service Agreement with Service Company, which Service Agreement shall not become effective unless and until it has been approved by the Commission, and the necessary extension of the Service Area has been granted as otherwise provided by law. Should Service Company elect to enter into a Service

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Agreement to provide service outside of its Service Area, and providing said service to Property Owner will require Service Company to expand a treatment plant at a cost to Service Company greater than the service availability charge to be paid by Property Owner pursuant to this Tariff, Service Company may, at its discretion, require additional contributions-in-aid-of-construction, to the extent that Property Owner will bear the full cost of said plant expansion.

Service to property outside Service Company's Service Area involves formal notice and formal proceedings before the Commission and, therefore, entails engineering, administrative, and legal expense in addition to cost incurred by the Service Company in providing service within its territory. Before Service Company requests an extension of its Service Area to allow it to service the Property Owner's property, the Property Owner shall agree in advance, to defray those additional expenses and pay Service Company the estimated cost thereof subject to approval by the Commission. The advance payment will be adjusted to conform with the actual expenses after the proceedings have been concluded.

Property Owner shall agree to use Service Company's services for all domestic purposes within structures to be built within its project.

16. Copies of Service Availability Policy Available. Copies of this Service Availability Policy shall be available at the offices of Service Company for inspection upon request during normal business hours. Requests may be made in person or by mail at the following address:

1400 Millcoe Road  
Jacksonville, Florida 32225  
OR  
P.O. Box 8004  
Jacksonville, Florida 32239  
(904) 725-2865

17. Engineering Information Available. Service Company shall maintain system maps describing its wastewater facilities

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for the purpose of providing reasonable information to Property Owners. Said system maps shall be maintained at Service Company's office and may be inspected during normal business hours. Service Company shall not be held responsible for differences between system maps and wastewater facilities as they may have been constructed. Property Owner shall independently confirm, at its own expense, the locations of the facilities of Service Company prior to undertaking construction.

18. Contribution Adjustment for Changes in Treatment Requirements. In the event the regulatory agencies responsible for regulating quality of wastewater treatment shall prescribe standards of treatment beyond those presently required, Service Company may make application to the Commission for permission to increase the contribution charges provided herein.
  
19. Limitation of Liability. Service Company shall not be liable to any customer, Developer or Property Owner as a result of injury to property or person, which said injury was created by "Force Majeure". The term "Force Majeure" as employed herein shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein, not within the control of Service Company and which by exercise of due diligence Service Company is unable to overcome. Further, in no event shall Service Company be liable to any customer, Developer or Property Owner for any consequential, incidental or punitive damages as a result of injury to property or person, regardless whether said injury was the result of acts of or within the control of Service Company or others.
  
20. Requirement for Payment of Contributions-in-aid-of-construction. Service Company requires the payment of contributions-in-aid-of-construction (CIAC) either by cash payments or through transfer of utility facilities

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and appurtenances thereto which have been installed by Property Owner or through a combination of both cash payments and a transfer of such facilities to Service Company.

Service Company shall collect such CIAC and other charges in accordance with this Service Availability Policy, the Tariffs, Service Agreements, Developer Agreements, and Special Service Availability Contracts.

For purpose of this Service Availability Policy, the term contribution-in-aid-of-construction or CIAC shall include but not be limited to the on-site system contributed in cash or in kind; payments to defray, in part or in total, the cost of the off-site lines and related facilities, and meter installation fees.

21. Transfer of Contributed Property - Bills of Sale. When Service Company agrees to accept systems built by others, prior to the acceptance of such a system by Service Company, each Property Owner who has constructed portions of the system shall convey such component parts of the system to Service Company by bill of sale, in form satisfactory to the Service Company, together with such evidence as may be required by Service Company that the system proposed to be transferred to Service Company is free of all liens and encumbrances.

Property Owner shall be responsible for financing of the facilities in such a manner as to permit transfer of ownership and control of the facilities to Service Company free and clear of any impediment to the continuous unfettered enjoyment by Service Company. Acceptance by the Service Company of the facilities shall be conditioned upon the conveyance of such facilities to Service Company by bill of sale, in a form satisfactory to Service Company and the delivery of such evidence required by Service Company that such facilities proposed to be transferred to Service Company and interests in real property to be granted to Service Company are free and clear of any liens and encumbrances.

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22. Acceptances of Facilities. Prior to acceptance, Property Owner will correct all known defects in the facilities to be transferred. Service Company reserves the right to require that all facilities connected to its system, be acceptable to Service Company before service will be provided.
23. Inspections. Service Company shall have the right to inspect the construction of all facilities it will own prior to acceptance of such facilities and before the start of service. Such inspection is designed to assure Service Company that facilities are constructed in accordance with approved plans and designs and are further consistent with the Service Company's standards and specifications governing the kind and quality of such construction. Service Company further shall have the right to be present at tests of component parts of systems for the purpose of determining that the system, as constructed, conforms to Service Company's criteria, including but not limited to exfiltration, infiltration, pressure testing, line and grade, as appropriate. Such tests will be performed by Service Company's contractor, but only under the direct supervision of Service Company's engineer or its authorized inspector. Service Company shall charge the Property Owner an Inspection Fee in order to defray all costs of conducting such inspections.

It shall be the responsibility of the Property Owner or its plumbing contractor to connect Property Owner's plumbing installation to the facilities of Service Company. Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with Service Company's standards and specifications governing such connections and that the connection, as made, is free from infiltration and exfiltration and in accordance with all applicable codes. The Property Owner shall notify Service Company in writing of any proposed interconnection with the facilities of Service Company not less than forty-eight (48) hours prior to the date and time that such connection will be made available for inspection by Service Company. Such connection shall

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remain open until inspected by Service Company and until notice of approval of such connection is furnished to the Property Owner by Service Company. Service Company will perform the inspection within seventy-two (72) hours of receipt of the notification by the Property Owner. Any plumber's connection covered over without the benefit of inspection will result in the Property Owner being required to reopen the connection for subsequent inspection, at the Property Owner's expense. The cost of any correction of any faulty connection or installation and all damage to Service Company's system resulting from such faulty connection or installation shall be the sole responsibility of the Property Owner.

Property Owner is responsible for correcting all defects in facilities which it or its agents have constructed including, but not limited to, customer lines, plumber's lines, on-site facilities, and off-site facilities, including defects noticed by Service Company during inspections. Such corrections shall be made prior to the provision of service.

24. Cost Records and "As-built" Plans. Property Owner shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by the Property Owner. Such cost information shall be provided by system component as required by Service Company. Property Owner also shall supply to the Utility Company a complete copy of "as-built" plans signed by the engineer responsible for construction and such other documents more fully described in the Service Agreement or Developer's Agreement. The supplying of such plans and documents is a prerequisite for the acceptance by Service Company of the portion of the system or on-site facilities constructed.
25. Meter Installation Fee. Service Company will charge a meter installation fee to offset Service Company's cost of the meter, appurtenances and cost of installation for the size and the customer to be serviced as determined by Service Company.

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This contribution will be charged and shall be paid only one time for the meter and its installation at any one location provided, however, that requests to exchange existing meters for meters of a larger size will result in a charge to the prospective consumer of the difference between the existing smaller size and the requested larger size meter.

When a Property Owner will use wastewater service only, a meter will be installed to meter the Property Owner's water supply for the purpose of providing an accurate basis for billing the wastewater service. The Property Owner shall bear the actual cost of such installation. All water service shall be metered. Service Company shall install all meters.

26. Back-flow Preventor Installation. Service Company may require the installation of appropriate Back-Flow Prevention Devices. General Services customers shall install, own, and maintain the Back-Flow Prevention Devices at their cost and Service Company shall have the right to inspect the Back Flow Prevention Devices. Service Company may install, at the customer's cost, or require to be installed by Property Owner, its successors and assigns, Back-Flow Prevention devices, when necessary or desirable, for Residential Service customers. Property Owners and such Residential Service customers shall own and maintain such Back-Flow Prevention device.
27. Administrative and Legal Fees. Service Company may charge and collect from Property Owners an administrative fee to cover the costs of accounting, engineering, and management (local, regional and corporate) which are incurred by the Utility Company in the preparation, execution and performance of a Service Agreement, Developer Agreement or Special Service Availability Contract. The Administrative Fee includes the plan review charge and shall be equal to a percentage of the construction costs of the service systems. Service Company may charge and collect from Property Owners a fee to cover the legal expenses incurred by Service Company in the preparation, execution, and performance of a

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Service Agreement, Developer Agreement, or Special Services Availability Contract.

28. Prohibited Wastes. Service Company shall not be required to accept and treat wastewater other than domestic sewage wastes in compliance with the Rules and Regulations included in Service Company's tariff, and more particularly in compliance with Rule D which describes Prohibited Discharges into Sanitary Sewers of Service Company.

B. SERVICE TO INDIVIDUAL RESIDENTIAL PROPERTY OWNERS

1. Contribution to Utility Plant. Service Company shall collect the contribution charges from an individual residential lot owner as provided in the Service Agreement and in Service Company's tariff on file with the Commission.
2. Service Lateral Extensions. In addition to the above described contributions, Property Owner shall pay to Service Company the full cost associated with constructing individual service laterals from the closest mains of Service Company to the Point of Delivery in compliance with Service Company's engineering standards and specifications.
3. Main Extensions. In addition to the above described contributions and lateral costs, if the wastewater collection mains of Service Company are not located perpendicular to the Point of Delivery, the Property Owner requesting the service shall pay to Service Company the full cost associated with constructing an extension of said main or mains to a point perpendicular to the Point of Delivery.
4. Main Extensions Passing Intervening Unserved Property. Where a Property Owner has paid for wastewater collection mains of Service Company to be extended parallel to properties to which wastewater service has not been provided (hereinafter referred to as the "Intervening Property"), said Property Owner may be entitled to a refund of a portion of said payment if wastewater service

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is provided to any portion of the Intervening Property for a period of seven (7) years from the date service is first provided to said Property Owner and a payment is collected by Service Company from the Property Owner of the Intervening Property.

5. Collection and Payment of Refund. Where a Property Owner of any portion of the Intervening Property shall request wastewater service, Service Company may charge said Property Owner a pro-rata share determined on the basis of original cost of the main extension allocated according to the front footage or hydraulic share of the Intervening Property Owner.

When payment is collected by Service Company, said refund shall be paid over to the Property Owner entitled to the refund within sixty(60) days of collection.

6. Payment of Refund in Event of Change in Ownership. Where the ownership of a residence has changed and the Property Owner thereof is entitled to a refund shall be paid shall be determined in accordance with the Service Agreement unless said agreement has been properly assigned to the owner of the residence as of the date of collection of the refund.

7. Inspection of Plumber's Hook-Up. It shall be the responsibility of Property Owner or its plumbing contractor to connect Property Owner's plumbing installation with the wastewater collection facilities of Service Company. Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with Service Company's rules governing such connections and that the connection, as made, is free from infiltration and exfiltration and in accordance with all applicable codes. Any plumber's connection covered over without the benefit of inspection will result in Property Owner being required to reopen the connection for subsequent inspection, at Property Owner's expense.

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C. SERVICE TO COMMERCIAL, INDUSTRIAL, APARTMENT, AND SUBDIVISION DEVELOPERS

1. Contribution to Utility Plant. Service Company shall collect the contribution charges from commercial, industrial, apartment and subdivision developers (hereinafter called "Developers") set forth in the Service Agreement and in Service Company's Tariff on file with the Commission.
2. Administration Fee and Advance Deposit. Simultaneously with the execution of the Service Agreement, Developer shall pay to Service Company an advance deposit in the amount specified by Service Company to cover Service Company's expenses necessary to prepare preliminary engineering plans, including cost estimates of the construction required to serve the Development and to cover any other engineering, administrative or legal expenses incurred by Service Company in the execution of the Service Agreement. Said advance deposit will reserve the necessary treatment plant capacities to serve Developer's Property for a period of ninety (90) days and shall be non-refundable should Developer not proceed further with the Development within said ninety (90) days.
3. Increase in Contribution Fees. In the event that the Commission authorizes an increase in the wastewater plant contribution fees prior to the completion of construction of the Development, Developer shall pay such increased fees for that portion of the development which is not connected to and receiving service from Service Company's utility system on the date of any Commission Order authorizing such increase.
4. Service Application and Meter Installation Fees. Developer shall make written application to Service Company for the opening of an account(s) for service. Said application is to be made only after the payment of all wastewater plant contribution fees as set forth herein. At the time of making said application for service, Developer shall pay all meter installation fees, customer deposits, charges for service and any incidental

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charges as set forth in Service Company's Tariff filed with the Commission.

5. Commencement of Wastewater Service Charges. Charges for wastewater service shall commence and be paid from the date of the actual connection of Developer's system to Service Company's wastewater system. Developer shall give Service Company written notice that Developer is connecting its system to Utility Company's wastewater system no less than one(1) working day prior to said connection. If Developer fails to give said notice, charges for wastewater service shall commence from the date of the issuance of a building permit or similar permit.
  
6. Wastewater Facilities. Service Company shall cause to be constructed or upgraded at Developer's cost all wastewater lines and mains, valves, appurtenances, manholes and lift stations necessary, in the discretion of Service Company, to serve the Development in accordance with plans approved by all necessary governmental or regulatory bodies and Service Company. Developer shall advance the cost of construction or upgrading of said facilities at execution of the Service Agreement or not less than ten (10) days prior to the commencement of construction of Development.
  
7. Allocation of Line Demand Costs. It is Service Company's policy to apportion the cost of off-site main transmission, collection or distribution lines and other facilities pro-rata to the developer owning property receiving service from such lines located outside of Developer's property. Since each Developer draws from the capacity of such lines, each Developer shall pay its property's share of the cost of the off-site main transmission, collection or distribution lines and other facilities through which service is rendered to Developer's property. This portion of Service Company's Service Availability Policy is referred to herein as "Developer's Line Demand Cost."

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Service Company desires to be included within the Service Agreement. Nothing contained in such Service Agreements shall be in conflict with this Service Availability policy or with the rules and regulations of the Commission. Service Agreements shall be in recordable form and may be recorded in the public records at the option of Service Company.

10. Inspections and Inspection Fees. Service Company shall inspect the installation of all wastewater collection facilities prior to start of service. Such inspection is designed to assure Service Company that wastewater lines and/or lift stations are installed in accordance with approved designs and are further consistent with Service Company's criteria and specifications governing the kind and quality of such installation. Service Company further shall be present at tests of component parts of wastewater collection systems for the purpose of determining that the system, as constructed, conforms to Service Company's criteria for exfiltration, infiltration, pressure testing, line and grade, as appropriate. Such tests will be performed by Service Company's contractor, but only under the direct supervision of Service Company's engineer or authorized inspector. Service Company shall charge an Inspection Fee in order to defray the cost of conducting such inspections.
  
11. Inspections of Plumber's Hook-Up. It shall be the responsibility of Developer or its plumbing contractor to connect Developer's plumbing installation with the wastewater collection facilities of Service Company. Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with Service Company's rules governing such connections and that the connection, as made, is free from infiltration and exfiltration. Developer shall notify Service Company of any proposed interconnection with the facilities of Service Company, and connection may be made without the presence of Service Company's inspector. However, such connection, shall remain open until inspected by Service Company and until notice of the approval of such connection is furnished to Developer

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by Service Company. Any plumber's connection covered over without the benefit of inspection will result in Developer's being required to reopen the connection for subsequent inspection, at Developer's expense.

12. Developer's On-Site Facilities. Any facilities in the category of "consumer's lines" or "plumber's lines" located on the discharge side of the water meter or on the consumer's side of the Point of Delivery shall not be transferred to Service Company and shall remain the property of Developer, a subsequent owner-occupant or their successors and assigns. Such facilities shall remain the maintenance responsibility of Developer or subsequent consumers.

D. PROHIBITED DISCHARGES INTO WASTEWATER FACILITIES OF SERVICE COMPANY

1. No person, firm or corporation shall discharge or cause to be discharged, either directly or indirectly, any storm water, surface water, ground water, roof run-off, subsurface drainage, cooling water, or polluted or unpolluted industrial process water to the wastewater facilities owned or operated by Service Company.
2. No person, firm or corporation constructing a wastewater facility or other building which has a wastewater facility connection, shall leave the wastewater facility or wastewater facility connection open, unsealed or incomplete in such a fashion as to permit storm, surface or subsurface water to enter the wastewater facilities owned or operated by Service Company.
3. No person, firm or corporation shall discharge or cause to be discharged into the wastewater facilities owned or operated by Service Company, either directly or indirectly, any refuse, excess materials or wastes resulting from construction.
4. No person, firm or corporation shall discharge or cause to be discharged either directly or indirectly, into the wastewater facilities owned or operated by Service Company any of the following substances:

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- a. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit (65 degrees Centigrade).
- b. Any water or wastes which contain grease or oil or other substances that will solidify or become discernibly viscous at temperatures between 30 degrees and 150 degrees Fahrenheit.
- c. Any water or wastes which contain more than 100.0 milligrams per liter ("mg/l"), or exceed daily average of 25 mg/l of any grease, oil, any oily substances or other soluble material or substance.
- d. Any water or wastes which contain any nonedible type of oil or grease such as petroleum or mineral oil or grease.
- e. Any gasoline, benzine, naphtha, fuel oil, or other flammable or explosive liquid in liquid, solid or gaseous form.
- f. Any water or wastes that contain more than 10 mg/l by weight of the following gases: hydrogen sulphide, sulphur dioxide, or nitrous oxide.
- g. Any water or wastes that contain toxic or poisonous substances in sufficient quantity to injure or interfere with any wastewater treatment process, to constitute a hazard to humans or animals, or to create any hazard in the receiving waters of the wastewater treatment plant.
- h. Any domestic garbage that has not been properly shredded. Proper shredding for this purpose shall mean that the wastes from preparation, cooking and dispensing of food have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public wastewater collection system, and that no particle size is greater than  $\frac{1}{2}$  inch in any dimension.
- i. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, asphaltic, materials, paunch manure, hair and fleshings, entrails, lime slurry, lime residues, beer or distillery spent

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grains, chemical residues, paint residues, cannery waste bulk solids, or any other solid or viscous substances capable of causing obstruction to the flow in wastewater collection system or other interference with the proper operation of the wastewater collection, transmission or treatment facilities.

- j. Any water or wastes, acid or alkaline, having a pH lower than 5.5 or higher than 9.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of wastewater works.
- k. Any water or wastes containing toxic substances in quantities in excess of the following limits and measured at the point of discharge into the wastewater system:

Arsenic	4.0 mg/1
Boron	1.0 mg/1
Chromium Hexavalent	0.5 mg/1
Chromium Total	1.0 mg/1
Copper Total	0.5 mg/1
Cadium	1.5 mg/1
Iron as Fe	15.0 mg/1
Lead	0.5 mg/1
Mercury	2.0 mg/1
Nickel	1.0 mg/1
Zinc	1.0 mg/1
Chlorine Demand	30.0 mg/1
Cyanide	2.0 mg/1
BOD5, 20	300.0 mg/1
Suspended Solids	300.0 mg/1

or any substance that will pass through the wastewater treatment plant and exceed any federal, state or local statues, ordinances, rules, regulations and requirements for discharges into receiving waters.

- 1. Any water or wastes which contain phenols in excess of 0.5 mg/1 by weight. These limits may be made more stringent, at the discretion of Service Company, if the aggregate contributions throughout the Service Area of the treatment facility of Service Company create treatment difficulties, or produce a plant effluent

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discharge to receiving waters which may be in violation of any federal, state or local statutes, ordinances, rules, regulations or requirements.

- m. Any water or wastes which contain strong acid from pickling wastes, or concentrated plating solution (whether or not neutralized.)
- n. Any noxious or malodorous gas or substance which, either singly or by interaction with other wastes, is capable of creating a public nuisance or hazard to life or of preventing entry into wastewater collection system for its maintenance and repair.
- o. Any toxic radioactive isotopes with a half-life in excess of 100 days. Discharge of the radioactive isotopes, such as I 131 and P 32 used at hospitals is not prohibited, if properly diluted at the source and discharged in accordance with all federal (specifically including, without limitation, the Nuclear Regulatory Commission), state and local statutes, ordinances, rules, regulations, requirements or recommendations.
- p. Any waters containing suspended solids of such character and quantity that unusual provision, attention or expense is required to handle such materials at the wastewater treatment plant of Service Company.
- q. Any water or wastes that for a duration of 15 minutes or greater have a concentration greater than five times that of normal wastewater as measured by suspended solids of 300 mg/l and BOD 5.20 of 300 mg/l and/or which are discharged continuously at a rate exceeding 1,000 GPM.
- r. Concentrated dye wastes, spent tanning solution, or other wastes which are highly colored, or wastes which are of unusual volume, concentration of solids, or composition, such as in total suspended solids of inert nature and/or in total dissolved solids (such as sodium chloride, calcium chloride or sodium sulfate) or unusual in BOD shall be subject to special review by the company for:

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- (1) Approval or rejection of admission to the wastewater system of Service Company.
  - (2) Modification at the point of origin to permit admission; or
  - (3) Pre-treatment by owner to permit admission.
- s. Any water or wastes which, by interaction with other water or wastes in the public wastewater system, release obnoxious gases or develop color of undesirable intensity; or form suspended solids in objectionable concentrations; or create any other conditions deleterious to structures and treatment processes, shall be subject to control or shall be prohibited from the wastewater system of Service Company as determined in the discretion of Service Company.
5. In the event that any person, firm or corporation discharges any water, waste or substance prohibited or restricted by the provisions of the foregoing sections 1 through 5 of this Rule D, Service Company, in its discretion, may disconnect said person, firm or corporation from Service Company's wastewater facility, cap the service lateral to the property owned or operated by said person, firm or corporation and, if said person, firm or corporation is also a water utility customer of Service Company, may discontinue water utility service to such person, firm or corporation or to the property owned or operated by such person, firm or corporation. The entire cost and expense of any such disconnection or discontinuance of water or wastewater utility service and any subsequent reconnection, uncapping or reinstatement of service shall be borne by said person, firm or corporation.
6. The taking of or failure of Service Company to take any action in response to any discharge prohibited or restricted by the provisions of the foregoing sections 1 through 5 of this Rule D, shall neither constitute a waiver on behalf of Service Company, nor relieve any person, firm, corporation or industry of any liability for damage to any facilities or injury to persons or

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animals, nor relieve any person, firm, corporation or industry from liability for any expense, loss or damage caused Service Company or any third parties by reason of such discharge.

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UNITED WATER FLORIDA, INC.

ORIGINAL SHEET NO. 28.27

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The charge for Developer's Line Demand Cost will be applicable to Developer's property whether or not the main transmission lines have been previously constructed.

8. Refundable Advances. At the discretion of Service Company, a Developer may be required to advance the Developer's Line Demand Cost applicable to other undeveloped property in the event that the construction of off-site transmission, collection or distribution lines of other facilities benefits future Developers of the undeveloped property. Service Company may refund to Developer, solely from monies collected from said future Developers, said future Developers' pro-rata cost of said facilities. Said refunds shall be calculated on the basis of hydraulic capacity and demand or on the basis of front footage of the future Development.

Developer's right to refunds hereunder shall expire seven (7) years from the date of execution of the Service Agreement between said Developer and Service Company. In no event shall Developer recover in refunds an amount greater than the difference between the capitalized cost of such off-site improvements and Developer's own share of such improvements. Developer shall have no right to receive, and Service Company shall have no liability to pay, any interest on said refunds.

9. Provisions of Service Agreements. Service Company shall be obligated to furnish wastewater service to a Developer only as a result of and under the terms of an executed Service Agreement. No service shall be commenced prior to Developer executing a Service Agreement and fulfilling all conditions under said Service Agreement. The Service Agreement shall set forth the provisions governing the respective responsibilities of Developer and Service Company concerning the installation of new wastewater facilities and provision of wastewater service. Such Service Agreement may include provisions concerning the manner and method of payment of contributions-in-aid-of-construction, refund agreements, matters of exclusive service rights by Service Company, time commitments for Property Owners to take and use wastewater services from the facilities to be provided, and other matters which

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