

WATER TARIFF

AVE MARIA UTILITY COMPANY, LLLP

FILED WITH

THE COLLIER COUNTY WATER AND WASTEWATER AUTHORITY

WATER TARIFF

TABLE OF CONTENTS

| | Sheet Number |
|---|--------------|
| Territory Served | 3.0 - 3.3 |
| Miscellaneous | 4.0 |
| Technical Terms and Abbreviations | 5.0 |
| Index of Rules and Regulations | 6.0 - 6.1 |
| Rules and Regulations | 7.0 - 11.0 |
| Index of Rates and Charges Schedules..... | 12.0 |
| Rate, Deposit and Service Charges Schedules | 13.0 - 17.0 |
| Index of Standard Forms | 18.0 |
| Standard Forms | 19.0 - 20.0 |
| Index of Service Availability Policy | 21.0 - 21.1 |
| Service Availability Policy | 22.0 - 30.0 |

TERRITORY SERVED

**DESCRIPTION OF PART OF SECTIONS 21, 22, 27, 28, 29, 30, AND 33
AND ALL OF SECTIONS 31 AND 32, TOWNSHIP 47 SOUTH, RANGE 29 EAST,
AND
PART OF SECTIONS 4, 9, 16, 17, AND 18
AND ALL OF SECTIONS 5, 6, 7, AND 8, TOWNSHIP 48 SOUTH, RANGE 29 EAST,
AND
PART OF SECTIONS 1, 12, AND 13, TOWNSHIP 48 SOUTH, RANGE 28 EAST,
AND
ALL OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA**

COMMENCING AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.

THENCE ALONG THE NORTH LINE OF SAID SECTION 27 NORTH 89E42'22" EAST 40.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF CAMP KEAIS ROAD (80 FOOT RIGHT-OF-WAY) AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED:

THENCE ALONG SAID RIGHT-OF-WAY LINE IN THE FOLLOWING TWENTY FOUR (24) DESCRIBED COURSES;

- 1) SOUTH 00E15'32" EAST 4936.39 FEET;
- 2) 395.35 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 3,707.51 FEET THROUGH A CENTRAL ANGLE OF 06E05'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02E47'23" WEST 395.17 FEET;
- 3) SOUTH 05E50'40" WEST 101.17 FEET;
- 4) THENCE SOUTH 89E37'49" WEST 7.63 FEET;
- 5) SOUTH 00E14'32" EAST 73.58 FEET;
- 6) SOUTH 05E51'27" WEST 224.83 FEET;
- 7) 403.87 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 3,798.14 FEET THROUGH A CENTRAL ANGLE OF 06E05'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02E45'21" WEST 403.68 FEET;
- 8) SOUTH 00E14'33" EAST 1,907.96 FEET;
- 9) SOUTH 00E22'10" EAST 2,609.43 FEET;
- 10) SOUTH 00E30'10" EAST 2,673.59 FEET;
- 11) SOUTH 00E35'31" EAST 2,684.14 FEET;
- 12) SOUTH 00E38'11" EAST 2,610.47 FEET;
- 13) SOUTH 00E30'34" EAST 200.03 FEET;
- 14) 202.91 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 2,702.95 FEET THROUGH CENTRAL ANGLE OF 04E18'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02E39'36" EAST 202.86 FEET;
- 15) SOUTH 04E48'38" EAST 400.00 FEET;
- 16) SOUTH 05E08'04" EAST 95.99 FEET;
- 17) SOUTH 00E29'16" EAST 101.03 FEET;
- 18) CONTINUE ALONG SAID LINE SOUTH 00E29'16" EAST 1,609.23 FEET;
- 19) SOUTH 00E59'03" EAST 2,660.06 FEET;
- 20) SOUTH 00E56'00" EAST 2,246.44 FEET;
- 21) 104.19 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 461.33 FEET THROUGH A CENTRAL ANGLE OF 12E56'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 05E33'57" WEST 103.97 FEET;

(Continued on Sheet No. 3.1)

Paul Marinelli, Agent
NAME TITLE

(Continued from Sheet No. 3.0)

- 22) SOUTH 12E02'43" WEST 100.00 FEET;
- 23) 122.31 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 540.00 FEET THROUGH CENTRAL ANGLE OF 12E58'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 05E33'23" WEST 122.05 FEET;
- 24) SOUTH 00E55'58" EAST 49.54 FEET TO THE NORTH RIGHT OF WAY LINE OF OIL WELL ROAD (100' RIGHT OF WAY)

THENCE ALONG SAID NORTH RIGHT OF WAY IN THE FOLLOWING EIGHT (8) DESCRIBED COURSES;

- 1) SOUTH 88E57'46" WEST 2,595.92 FEET;
- 2) SOUTH 88E54'34" WEST 2,641.05 FEET;
- 3) SOUTH 88E57'06" WEST 2,570.04 FEET;
- 4) SOUTH 88E55'37" WEST 2,702.71 FEET;
- 5) SOUTH 88E56'50" WEST 2,645.03 FEET;
- 6) SOUTH 88E56'28" WEST 2,639.06 FEET;
- 7) SOUTH 89E44'55" WEST 2,676.56 FEET;
- 8) SOUTH 89E44'33" WEST 0.82 FEET TO THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493, PAGE 2779-2796;

THENCE ALONG SAID LINE NORTH 01E11'28" WEST 2.637.90 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493, PAGE 2779-2796;

THENCE ALONG SAID LINE NORTH 89E32'26" EAST 1,332.28 FEET TO A NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN O.R. BOOK 2009 PAGE 1554-1558;

THENCE ALONG THE NORTH LINE OF SAID LANDS NORTH 89E32'26" EAST 360.40 FEET TO THE INTERSECTION WITH THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2943 PAGE 2779-2796;

THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 01E11'02" WEST 2,688.15 FEET TO THE INTERSECTION WITH SOUTH LINE OF SECTION 12, TOWNSHIP 48 SOUTH, RANGE 28 EAST.

THENCE ALONG SAID LINE SOUTH 89E24'56" WEST 151.63 FEET TO THE INTERSECTION WITH THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493 PAGE 2779-2796;

THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 00E44'30" WEST 5,387.66 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID SECTION 12;

THENCE ALONG SAID NORTH LINE NORTH 89E00'09" EAST 23.81 FEET TO INTERSECTION WITH THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493 PAGES 2779-2796;

THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 00E43'12" WEST 5,312.87 FEET TO THE SOUTH LINE OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 28 EAST;

THENCE ALONG SAID SOUTH LINE SOUTH 89E28'47" WEST 1,591.63 FEET;

THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 89E28'47" WEST 2,658.12 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 36;

THENCE ALONG THE WEST LINE OF SAID SECTION 36 NORTH 00E12'02" WEST 2,594.56 FEET;

THENCE CONTINUE ALONG THE WEST LINE OF SAID SECTION 36 NORTH 00E13'09" EAST 2,595.59 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36;

THENCE ALONG THE NORTH LINE OF SAID SECTION 36 NORTH 89E57'18" EAST 2,678.23 FEET;

THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION NORTH 89E57'18" EAST 2,678.23 FEET TO THE NORTH EAST CORNER OF SAID SECTION 36;

THENCE ALONG THE WEST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 29 EAST, NORTH 00E13'04" WEST 2,580.06 FEET;

THENCE CONTINUE ALONG SAID WEST LINE OF SAID SECTION 30 NORTH 00E10'45" WEST 2,527.41 FEET TO THE SOUTH RIGHT OF WAY LINE OF IMMOKALEE ROAD (100' RIGHT OF WAY)

THENCE ALONG SAID RIGHT OF WAY LINE FOR THE FOLLOWING NINE (9) DESCRIBED COURSES;

- 1) SOUTH 89E43'35" EAST 0.74 FEET;

NAME OF COMPANY: AVE MARIA UTILITY COMPANY, LLLP

ORIGINAL SHEET NO. 4.0

MISCELLANEOUS

Intentionally left blank for future use.

Paul Marinelli, Agent
NAME TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "AUTHORITY" - The Collier County Water and Wastewater Authority.
- 2.0 "BFC" - The abbreviation for "Base Facility Charge," which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 3.0 "CERTIFICATE" - A document issued by the Collier County Board of Commissioners authorizing the Company to provide water service in a specific territory.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - Ave Maria Utility Company, LLLP
- 6.0 "CONSUMER OR CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service is furnished at such rate or charge.
- 11.0 "SERVICE" - Includes, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection, including all of pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" (Service Area) - The geographical area described, if necessary, by metes and bounds but, in all cases, by township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality.

Paul Marinelli, Agent
NAME TITLE

INDEX OF RULES AND REGULATIONS

| | <u>Sheet Number:</u> | <u>Rule Number:</u> |
|--|--------------------------|-------------------------|
| Access to Premises | 9.0 | 14.0 |
| Adjustment of Bills | 10.0 | 22.0 |
| Adjustment of Bills for Meter Error..... | 10.0 | 23.0 |
| All Water Through Meter | 10.0 | 21.0 |
| Application | 7.0 | 3.0 |
| Applications by Agents | 7.0 | 4.0 |
| Change of Customer's Installation..... | 8.0 | 11.0 |
| Continuity of Service..... | 8.0 | 9.0 |
| Customer Billing | 9.0 | 16.0 |
| Delinquent Bills..... | 7.0 | 8.0 |
| Extensions | 7.0 | 6.0 |
| Filing of Contracts..... | 11.0 | 24.0 |
| General Information..... | 7.0 | 1.0 |
| Inspection of Customer's Installation..... | 8.0 | 13.0 |
| Limitation of Use..... | 8.0 | 10.0 |
| Meters..... | 9.0 | 20.0 |
| Payment of Water and Wastewater Service Bills Concurrently..... | 9.0 | 18.0 |

(Continued on Sheet No. 6.1)

(Continued from Sheet No. 6.0)

| | <u>Sheet Number:</u> | <u>Rule Number:</u> |
|---|--------------------------|-------------------------|
| Policy Dispute..... | 7.0 | 2.0 |
| Protection of Company's Property..... | 8.0 | 12.0 |
| Refusal or Discontinuance of Service..... | 7.0 | 5.0 |
| Right-of-Way or Easements | 9.0 | 15.0 |
| Termination of Service..... | 9.0 | 17.0 |
| Type and Maintenance | 7.0 | 7.0 |
| Unauthorized Connections - Water | 9.0 | 19.0 |

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service. The Company shall provide water service to all Customers requiring such service within its Certificated territory upon such terms as are set forth in this Tariff.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff will, upon written request by either party, be resolved by the Authority.
- 3.0 APPLICATION - Water service will be furnished only after a signed application is accepted by the Company or a written agreement is entered into by the Company with the Customer. The applicant must furnish to the Company the correct name and street address or lot and block number at which water service is to be rendered. If accepted by the Company, a copy of the application or agreement for water service will be furnished to the applicant upon request.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others must be rendered only by duly authorized parties or agents. When water service is rendered under agreement or agreements entered into between the Company and an agent of a principal, the use of such water service by the principal will constitute full and complete ratification by the principal of the agreement or agreements under which such water service is rendered.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service to any member or agent of a household, organization, or business unless all prior indebtedness for water service delivered by the Company to such household, organization, or business has been paid in full. Service may also be discontinued for any violation by the Customer or consumer or any rule or regulation set forth in this Tariff.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Authority Rules and Orders and this Tariff.
- 7.0 TYPE AND MAINTENANCE - The Customer's pipes, apparatus and equipment must be selected, installed, used and maintained in accordance with standard industry practice and must conform with these Rules and Regulations and must comply with all applicable laws and governmental regulations. The Company is not responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer may not utilize any appliance or device that is not properly constructed, controlled and protected or which may adversely affect water service. The Company may discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - Bills are due when rendered and, if not paid within 20 days after delivery, become delinquent and water service may, after five days= written notice, be discontinued. When reconnection is performed during normal working hours, service will be resumed only upon payment of all past-due bills, together with the normal reconnection charge.

(Continued on Sheet No. 8.0)

Paul Marinelli, Agent
NAME TITLE

(Continued from Sheet No. 7.0)

When reconnection is performed other than during normal working hours, the after hours reconnection charge applies. The Company bears no liability by reason of water service being discontinued to the Customer as a result of the Customer's failure to timely pay its bills. Partial payment of any bill may be refused by the Company, subject to a contrary order or direction by the Authority.

9.0 CONTINUITY OF SERVICE - The Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, is not liable to the Customer for failure or interruption of water service. The Company is not liable for any act or omission caused directly or indirectly by acts of God or any other causes beyond its control. If, at any time, the Company interrupts or discontinues water service for a period greater than one hour, all Customers affected by such interruption or discontinuance, will be given at least 24 hours' notice.

10.0 LIMITATION OF USE - Water service purchased from the Company may be used by the Customer only for the purposes specified in the application for water service and the Customer may not resell or otherwise similarly dispose of such water service. The Customer may not, except with the prior written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to an adjacent property through one meter even though such adjacent property may be owned by the Customer. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all expenses incurred for clerical work, testing, and inspections. The Customer may not remeter the Customer's water service.

11.0 CHANGE OF CUSTOMER'S INSTALLATION - The Customer may not change or alter the Customer's installation in a manner that will materially affect the proper orientation or operation of the pipes, mains, or stations of the Company, without the prior written consent of the Company. The Customer is liable for any charge resulting from a violation of this Rule.

12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer must exercise reasonable diligence to protect the Company's property on the Customer's premises and may not knowingly permit someone to have access to the Company's pipes and facilities. If any loss or damage to property of the Company is caused by or arises out of the carelessness, neglect, or misuse by the Customer or the Customer's agents, the cost of repairing or replacing such property must be paid by the Customer.

13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All of the Customer's water service installations or changes must be inspected upon completion by Company to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Notwithstanding the foregoing, the Company may inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility for any portion thereof.

(Continued on Sheet No. 9.0)

Paul Marinelli, Agent
NAME TITLE

(Continued from Sheet No. 8.0)

- 14.0 ACCESS TO PREMISES - The Company and its agents may access, at all reasonable hours, the Customer=s premises for the purpose of installing, maintaining, and inspecting or removing the Company=s property, reading meters and other purposes incident to delivering or terminating water service and, in so doing, will not be liable for trespass. If reasonable access is not provided, service may be discontinued.
- 15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer must grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges that are necessary for the rendering of water service.
- 16.0 CUSTOMER BILLING - Bills for water service will be rendered monthly. Bills are due when rendered and shall be considered as received by the customer when delivered or mailed to the service address or other address mutually agreed upon. Non-receipt of bills by Customer does not release or diminish the Customer=s obligation with regard to payment. Any change in the municipal or county franchise tax levied upon the Company may be shown as a separate item on the Company's bills to its Customers.
- 17.0 TERMINATION OF SERVICE - The Company requires reasonable advance notice from the Customer if the Customer desires to terminate water service.
- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - If both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer will not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. If bills for either water or wastewater service are not timely paid in accordance with the Company=s Rules and Regulations, the Company may discontinue both services to the Customer=s premises. The Company will not reestablish or reconnect either water or wastewater service until such time as all water and wastewater service charges and all other expenses or charges established by these Rules and Regulations are paid.
- 19.0 UNAUTHORIZED CONNECTIONS - Connections to the Company=s water system for any purpose may be made only by the Company or its agents. Any unauthorized connections to the Company's water service are subject to immediate discontinuance without notice and water service will not be restored until such unauthorized connections have been removed and unless payment is made in full for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 20.0 METERS - All water meters must be furnished by, and remain the property of, the Company and must be accessible by the Company and subject to its control. The Customer must provide meter box to the Company at a suitable and readily accessible location and, if the Company considers it advisable, within the premises to be served. Under such circumstances, the Customer must provide adequate and proper space for the installation of meters and other similar devices.

(Continued on Sheet No. 10.0)

(Continued from Sheet No. 9.0)

- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service must be so arranged to ensure that all water service passes through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed that may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - If a customer has been overcharged or undercharged as a result of an incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter or other similar reasons, the amount overcharged or undercharged, may be refunded or credited to the Customer's bill, in the Company's discretion, as the case may be.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Authority or by the Company, the accuracy of registration of the meter and its performance will be Judged by its average error. The average meter error will be considered to be the average of the errors at the test rates of flow.

FAST METERS - Whenever a tested meter is found to register fast, in excess of the tolerance provided in the Meter Accuracy Requirements of this Tariff, the Company will refund to the Customer the amount billed in error for one-half of the period since the last test; however, the one-half period may not exceed six months. If, however, it is shown that the error was due to a specifically identifiable cause, the date of which can be fixed, the overcharge will be computed to, but not beyond, such date. The refund, however, will not include any part of any minimum charge.

METER ACCURACY REQUIREMENTS - All meters used for measuring the quantity of water delivered to a Customer will be in good mechanical condition and will be adequate in size and design for the type of service that they measure. Before being installed, every water meter, whether new, repaired, or removed from service for any cause, will be adjusted to register within the accuracy limits set forth in the following table:

ACCURACY LIMITS IN PERCENT

| <u>METER TYPE</u> | <u>Maximum Rate</u> | <u>Intermediate Rate</u> | <u>Minimum Rate</u> | |
|-------------------|---------------------|--------------------------|---------------------|-----------------|
| | | | <u>New</u> | <u>Repaired</u> |
| Displacement | 98.5-101.5 | 98.5-101.5 | 95-101.5 | 90-101.5 |
| Current | 97-102 | None | 95-102 | 90-102 |
| Compound* | 97-103 | 97-103 | 95-103 | 90-103 |

* The minimum required accuracy for compound meters at any rate within the "changeover" range of flows shall be 85%

METER BENCH TEST REQUEST - If any Customer requests a bench test of the Customer's water meter, the Company may require a deposit to defray the cost of testing. The deposit will not exceed the following schedule of fees:

| <u>METER SIZE</u> | <u>FEE</u> |
|-------------------|-------------|
| 5/8" X 3/4" | Actual Cost |
| 1" and 1 1/2" | Actual Cost |
| 2" and over | Actual Cost |

(Continued on Sheet No 11.0)

(Continued from Sheet No. 10.0)

REFUND OF METER BENCH TEST DEPOSIT - If the meter is found to register in excess of the accuracy limits prescribed by the Company=s Rules and Regulations or by the Authority, the deposit will be refunded. If the meter is found to register within or below the accuracy limits prescribed by the Company=s Rules and Regulations or by the Authority, the deposit will be retained by the Company as a service charge for conducting the test.

METER FIELD TEST REQUEST - Upon written request of any Customer, the Company will make a field test of the accuracy of the water meter in use at the Customer=s premises, at no cost to the Customer, provided that the meter has not been tested within the prior six months.

24.0 FILING OF CONTRACTS - The Company will file with the Authority copies of all special contracts for service, including developer agreements, within 30 days of execution.

Paul Marinelli, Agent
NAME TITLE

INDEX OF RATES AND CHARGES SCHEDULES

| | <u>Sheet Number</u> |
|--|---------------------|
| Customer Deposits..... | 15.0 |
| General Service, GS | 13.0 |
| Miscellaneous Service Charges | 16.0 |
| Residential Service, RS..... | 14.0 |
| Service Availability Fees and Charges..... | 17.0 |

Paul Marinelli, Agent
NAME TITLE

NAME OF COMPANY: AVE MARIA UTILITY COMPANY, LLLP
WATER

SIXTEENTH REVISED SHEET NO. 13.0
CANCELS FIFTEENTH REVISED SHEET NO. 13.0

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to commercial Customers and all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Authority.

RATE -

| <u>METER SIZE</u> | <u>BASE FACILITY CHARGE PER MONTH</u> | <u>REGULATORY ASSESSMENT FEE</u> |
|---|---------------------------------------|----------------------------------|
| 5/8" x 3/4" | \$42.85 | \$0.86 |
| 1" | 107.10 | 2.14 |
| 1 1/2" | 214.18 | 4.28 |
| 2" | 342.69 | 6.85 |
| 3" | 642.53 | 12.85 |
| 4" | 1,070.90 | 21.42 |
| 6" | 2,141.78 | 42.84 |
| 8" | 3,426.88 | 68.54 |
| Gallage Charge (per 1,000 Gallons) | \$3.40 | \$0.07 |
| Gallage Charge (per 1,000 Gallons) Construction Use | \$6.44 | \$0.13 |

MINIMUM CHARGE- Base Facility Charge only if no consumption.

TERMS OF PAYMENT - Bills are due when rendered and become delinquent if not paid within twenty (20) days. After five (5) days' written notice, water service may be discontinued.

Douglas E. Baird, Agent
NAME TITLE

NAME OF COMPANY: AVE MARIA UTILITY COMPANY, LLLP
WATER

SEVENTEENTH REVISED SHEET NO. 14.0
CANCELS SIXTEENTH REVISED SHEET NO. 14.0

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all residential Customers.

MUTATIONS- Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Authority.

RATE -

| <u>METER SIZE</u> | <u>BASE FACILITY CHARGE PER MONTH</u> | <u>REGULATORY ASSESSMENT FEE</u> |
|--------------------------|---------------------------------------|----------------------------------|
| 5/8" x 3/4" | \$42.85 | \$0.86 |
| 1" | 107.10 | 2.14 |
| 1 1/2" | 214.18 | 4.28 |
| <u>Gallonage Charge</u> | | |
| Up to 5,000 gallons | \$3.02 | \$0.06 |
| 5,001 to 10,000 gallons | 4.57 | 0.09 |
| 10,001 to 15,000 gallons | 6.07 | 0.12 |
| Over 15,000 gallons | 9.08 | 0.18 |

MINIMUM CHARGE- Base Facility Charge only if no consumption.

TERMS OF PAYMENT - Bills are due when rendered and become delinquent if not paid within twenty (20) days. After five (5) days' written notice, water service may be discontinued.

Douglas E. Baird, Agent
NAME TITLE

NAME OF COMPANY: AVE MARIA UTILITY COMPANY, LLLP

THIRD REVISED SHEET NO. 15.0
CANCELS SECOND REVISED SHEET NO. 15.0

CUSTOMER DEPOSITS

PURPOSE OF DEPOSIT - To provide Company with security towards payment of water service bills.

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an applicant for service to establish credit to the Company's satisfaction; however, the establishment of such credit does not relieve the Customer from complying with the Company's rules for prompt payment.

AMOUNT OF DEPOSIT - The amount of initial deposit will be the following according to meter size:

| <u>Meter Size</u> | <u>Deposit</u> |
|-------------------------------------|-------------------|
| 5/8" x 3/4" | \$ 80 |
| 1" | \$ 165 |
| 1 1/2" | \$ 330 |
| 2" | \$ 528 |
| 3" | \$ 990 |
| 4" | \$ 1,650 |
| 6" | \$ 3,300 |
| 8" | \$ 5,280 |
| Construction meter (2") | \$ 528 |
| Construction Hydrant Backflow/Meter | actual meter cost |

ADDITIONAL DEPOSIT - When warranted, the Company may require a new deposit, if previously waived or returned, or an additional deposit in order to secure payment of current bills.

INTEREST ON DEPOSIT - The Company will pay simple interest on Customer deposits at a rate of three (3)% per annum; however, no interest will begin accruing unless and until the Customer has timely paid for at least six months of continuous service. The payment of interest will be made once a year as a credit on regular bills and on final bills when service is discontinued.

REFUND OF DEPOSIT — After a residential Customer has established a payment record to the satisfaction of the Company and has received service for 23 consecutive months, the Company will refund the Customer's deposit. The Company may, in its discretion, hold the deposit of a non-residential Customer who has received service for 23, consecutive months, but shall continue to pay interest on the non-residential Customer's deposit.

Nothing in this Tariff prohibits the Company from refunding a Customer's deposit in less than 23 months.

Paul Marinelli. Agent
NAME TITLE

NAME OF COMPANY: AVE MARIA UTILITY COMPANY, LLLP

FIFTH REVISED SHEET NO. 16.0
CANCELS FOURTH REVISED SHEET NO. 16.0

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges.

INITIAL CONNECTION - Administrative Charge imposed for service initiation at a location where service did not previously exist

NORMAL RECONNECTION - Charge imposed for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

AFTER HOURS RECONNECTION - Charge imposed when reconnection is imposed other than during normal working hours.

VIOLATION RECONNECTION - Charge imposed prior to reconnection of an existing Customer after disconnection of service for any cause contemplated by the Company's Rules and Regulations or violation of applicable law including a delinquency in bill payment

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - Charge imposed when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill, but the service representative does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

SERVICE PROBLEM IDENTIFICATION CHARGE - Charge imposed if the Company is called by a Customer to remedy a service problem and the Company discovers the cause of the service problem to be on the Customers side of the Service Connection/Point of Collection.

AUTO PAY FEE - A one time charge to cover administrative costs associated with the set up and maintenance of an account for customers requesting electronic funds transfers to cover monthly, utility rate payments. Payment of the Auto Pay Fee covers both water and wastewater accounts.

PAYPAL - A transaction fee charged to customers requesting electronic funds transfer to cover payment of certain miscellaneous service charges.

LATE CHARGE - A charge assessed for bills that are not paid within twenty (20) days of being rendered.

INSUFFICIENT FUNDS CHARGE A charge for checks returned for insufficient funds.

BACKFLOW PREVENTION VIOLATION/DISCONNECTION FEE – A fee charged in addition to, or in lieu of, discontinuation of utility service as a result of a customer's failure to test and/or maintain a backflow prevention device, including removal or tampering with a backflow prevention device.

METER TAMPERING FEE – A fee charged in addition to, or in lieu of, discontinuation of service as a result of the altering, tampering, relocating, willfully damaging, or bypassing a water meter.

UNAUTHORIZED WATER USE FEE – A fee charged in addition to, or in lieu of, discontinuation of service as a result of any unauthorized connection to the Company's water service.

(Continued on Sheet No. 16.1)

Paul Marinelli, Agent
NAME TITLE

NAME OF COMPANY: AVE UTILITY COMPANY, LLLP

WATER

THIRD REVISED SHEET 16.1
CANCELS SECOND REVISED SHEET NO 16.1

Schedule of Miscellaneous Service Charges

| | | |
|---|----------------------------|---|
| Initial Connection Fee Normal | \$ 20 | |
| Normal Reconnection Fee | \$ 20 | |
| After Hours Reconnection Fee | \$150 | |
| Violation Reconnection Fee* | \$ 50 | |
| Premises Visit Fee (in lieu of disconnection) | \$ 50 | |
| Service Problem Identification Charge | \$ 50 per hour | |
| Auto Pay Fee | \$ 4.00 | |
| PayPal Fee | 2.9% + \$0.30 | |
| Late ** | 5% of bill | |
| Insufficient Funds | <u>Check Amount</u> | <u>Charge</u> |
| | \$0 to \$50 | \$25 |
| | \$50.01 to \$300 | \$30 |
| | Over \$300 | \$40, or 5% of the face value of the check, whichever is higher |
| Bench Test Fee | <u>Meter Size</u> | <u>Fee</u> |
| | 5/8"X3/4" | Actual Cost |
| | 1" and 1 1/2" | Actual Cost |
| | 2" and over | Actual Cost |
| Backflow Prevention Violation/ Disconnection Fee | \$250 | |
| Meter Tampering Fee | \$250 | |
| Unauthorized Water Use Fee | \$250 | |

(*Plus all past-due water bills, interest and penalties)

(**Late charges assessed for water and wastewater cumulatively shall not exceed 5% of the total bill.)

TERMS OF PAYMENT - The initial/normal reconnection charge will be imposed on the Customer's first subsequent bill. The violation reconnection charge (plus all past-due bills, interest and penalties) must be paid prior to service being reconnected.

Douglas E. Baird, **Agent**
NAME TITLE

SERVICE AVAILABILITY FEES
AND CHARGES

| <u>Description</u> | <u>Amount</u> | <u>Refer to Service Availability Policy Sheet No./Rule No.</u> | |
|--|-----------------------------|--|------|
| <u>Customer Connection (Tap-in) Charge</u> | | | |
| Up to 2" | \$ Actual Cost ¹ | 26.0 | 7.0 |
| Over 2" | \$ Actual Cost ¹ | 26.0 | 7.0 |
| <u>Inspection Fee</u> | \$ Actual Cost ¹ | 29.0 | 16.0 |
| <u>Main Extension Charge</u> | | | |
| Residential-per ERC (___ GPD) | \$ Actual Cost ¹ | 24.0 | 3.4 |
| All others-per gallon | \$ Actual Cost ¹ | 24.0 | 3.4 |
| or | | | |
| Residential-per lot (___ foot frontage) ... | \$ Actual Cost ¹ | 24.0 | 3.4 |
| All others-per front foot | \$ Actual Cost ¹ | 24.0 | 3.4 |
| <u>Meter Installation Fee</u> | | | |
| 5/8" X 3/4" | | | |
| 1" | \$ Actual Cost ¹ | 25.0 | 6.0 |
| 1 1/2" | \$ Actual Cost ¹ | 25.0 | 6.0 |
| 2" | \$ Actual Cost ¹ | 25.0 | 6.0 |
| 2" Flushing Meter | \$ Actual Cost ¹ | 25.0 | 6.0 |
| Over 2" | \$ Actual Cost ¹ | 25.0 | 6.0 |
| | \$ Actual Cost ¹ | 25.0 | 6.0 |
| <u>System Capacity Charge</u> | | | |
| Per ERC (275 GPD) | \$649.48 | 24.0 | 3.3 |
| <u>Plan Review Charge</u> | | | |
| Insubstantial Change to SDP or SIP (First Sheet) . | \$ Actual Cost ¹ | 27.0 | 11.0 |
| Each Additional Sheet | \$400.00 | | |
| Project Phasing | \$100.00 | | |
| Each Phase thereafter | \$1,000.00 | | |
| | \$1,000.00 | | |

¹ Actual Cost is equal to the total cost incurred for services rendered.

Douglas E. Baird, Agent
 NAME TITLE

NAME OF COMPANY: AVE MARIA UTILITY COMPANY, LLLP

ORIGINAL SHEET NO. 18.0

INDEX OF STANDARD FORMS

| <u>Description</u> | <u>Sheet No.</u> |
|---|------------------|
| CUSTOMER'S GUARANTEE DEPOSIT RECEIPT..... | 19.0 |
| COPY OF CUSTOMER'S BILL..... | 20.0 |

Paul Marinelli, **Agent**
NAME TITLE

NAME OF COMPANY: AVE MARIA UTILITY COMPANY, LLLP

ORIGINAL SHEET NO. 19.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Paul Marinelli, **Agent**
NAME TITLE

NAME OF COMPANY: AVE MARIA UTILITY COMPANY, LLLP

ORIGINAL SHEET NO. 20.0

COPY OF CUSTOMER'S BILL

| | |
|------------------------|--------------|
| <u>Paul Marinelli,</u> | <u>Agent</u> |
| NAME | TITLE |

INDEX OF SERVICE AVAILABILITY POLICY

| <u>RULE</u> | | <u>SHEET</u> |
|-------------|---|--------------|
| 1.0 | PURPOSE..... | 22.0 |
| 2.0 | AVAILABILITY..... | 22.0 |
| 3.0 | REQUIREMENT FOR PAYMENT OF CONTRIBUTIONS IN AID OF CONSTRUCTION | 22.0 |
| 3.1 | ON-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION) | 22.0 |
| 3.2 | OFF-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION) | 23.0 |
| 3.3 | SYSTEM CAPACITY CHARGES | 24.0 |
| 3.4 | MAIN EXTENSION CHARGES | 24.0 |
| 3.5 | GALLONS PER DAY, WATER AND SEWER..... | 24.0 |
| 4.0 | DEVELOPER AGREEMENTS | 24.0 |
| 5.0 | WATER AND SEWER CAPACITY RESERVATION | 24.0 |
| 6.0 | WATER METER INSTALLATION CHARGES | 25.0 |
| 6.1 | CONSTRUCTION WATER | 25.0 |
| 6.2 | BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL | 25.0 |
| 7.0 | CUSTOMER CONNECTION CHARGES..... | 26.0 |
| 8.0 | ACTION BY GOVERNMENTAL AUTHORITIES OR CURTAILMENT FROM OTHER CAUSES | 26.0 |
| 9.0 | TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE | 26.0 |
| 10.0 | EASEMENTS AND RIGHT-OF-WAY..... | 27.0 |
| 11.0 | PLAN REVIEW FEES | 27.0 |
| 11.1 | PLANS AND SPECIFICATIONS | 27.0 |

(Continued on Sheet No. 21.1)

Paul Marinelli, Agent
NAME TITLE

(Continued from Sheet No. 21.0)

| | | |
|------|--|------|
| 12.0 | APPROVAL OF CONTRACTORS | 28.0 |
| 13.0 | INSPECTION OF PLUMBER'S HOOK-UP | 28.0 |
| 14.0 | DISPOSITION OF CAPACITY BY CONTRIBUTOR | 28.0 |
| 15.0 | FACILITIES CONSTRUCTION | 28.0 |
| 16.0 | INSPECTIONS | 29.0 |
| 17.0 | EXTENSION OUTSIDE TERRITORY | 29.0 |
| 18.0 | ADJUSTMENT PROVISIONS | 29.0 |
| 19.0 | REFUNDABLE ADVANCES | 29.0 |
| | TABLE OF DAILY FLOWS | 30.0 |

SERVICE AVAILABILITY POLICY

1.0 **PURPOSE.**

The Company establishes this policy for the purpose of creating a uniform method of determining the contribution in aid of construction to be paid and other conditions to be met by property owners, builders or developers (hereafter, individually or collectively, referred to as "Contributor") seeking to obtain water service from the Company within its service territory.

2.0 **AVAILABILITY.**

The provisions of this policy are applicable to Contributors throughout the Company's service territory, subject only to matters of economic feasibility.

3.0 **REQUIREMENT FOR PAYMENT OF CONTRIBUTIONS IN AID OF CONSTRUCTION.**

The Company declares that it will receive as contributions from Contributor(s) contributions in kind and/or cash payments, as provided in a separate written developer's agreement, in order to defray (i) the Company's acquisition, engineering, administrative, construction and/or improvement costs for the property, facilities, equipment and professional services necessary to provide the On-Site Water Transmission System (defined hereafter); and (ii) the Company's acquisition, engineering, administrative, construction and/or improvement costs for the property, facilities, equipment and professional services necessary to provide the Off-Site Water Transmission System (defined hereafter) and the Water Treatment Plant (defined hereafter). The Off-Site Facilities and Water Treatment Plant costs will be allocated on a pro rata basis between the properties receiving service therefrom.

3.1 **ON-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION).**

The Company may design and install On-Site Facilities and require the Contributor to pay the actual cost of design and construction, including all costs hereinafter enumerated. Alternatively, the Company may permit or require the Contributor to install the On-Site Facilities, subject to the Company's approval of the design and construction of the facilities. If the Contributor requests the Company to design and construct the facilities, the Contributor must pay the Company's engineering, supervisory, administrative and legal costs for doing so. The Contributor will also be responsible for financing the design and construction of the On-Site Facilities in a manner that permits transfer of control and ownership of the facilities to the Company free and clear of all liens and encumbrances. All transfers of On-Site Facilities must be in a form reasonably satisfactory to Service Company's attorney and must be accompanied by satisfactory evidence of ownership free and clear of any liens and encumbrances. All expenses associated with the design and construction of the On-Site Facilities, including, but not limited to, permit fees and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work or engineering must be paid by the Contributor.

The Company may install or require the installation of oversized lines or facilities on the Contributor's property in order for the Company to be able to provide service to other properties in accordance with the master plan of the Company. If so requested by the Company, the Contributor will be required to advance the entire cost. The cost in excess of the actual cost to serve the Contributor's property will be subject to a refundable advance agreement between the Company and the Contributor.

(Continued on Sheet No. 23.0)

Paul Marinelli, Agent
NAME TITLE

(Continued from Sheet No. 22.0)

The term "On-Site Facilities" means those facilities used to deliver water service to the Contributor=s property that are situated within the boundaries of the Contributor's property and also includes all facilities on the Contributor=s side of the Point of Delivery. The term "Point of Delivery" means, for metered service, the outlet connection of the meter and, for non-metered service, the point at which the Company=s piping connects with the Contributor's piping. All other facilities used to deliver water service to the Contributor=s property are "Off-Site Facilities". If Off-Site Facilities intersect the Contributor's property pursuant to an easement, such facilities will not be considered On-Site Facilities. Customer's Installation means the same as defined in the Company=s Tariff. The repair and maintenance of the facilities comprising the Customer=s Installation will be the responsibility of the Contributor or Customer. The term "Water Transmission System" means all component parts of the system used to deliver water service to the Contributor=s property including, but not limited to, valves, fittings, laterals, hydrants and all appurtenances, which are not situated within the boundaries of the Contributor=s property and also includes that part of the system that is on the Company=s side of the Point Of Delivery.

3.2 OFF-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION).

Service to property may be dependent upon the extension or the existence of previously extended Off-Site Facilities. If such Off-site Facilities are deemed necessary by the Company in order to provide service to the property, the Contributor must pay in advance the total cost of the pro rata share of all Off-Site Facilities (hereafter "Main Extension Charges"). The determination of the pro rata share will be based upon reasonable engineering judgment, which will include the Company=s demand of (a) the area to be developed; (b) the development trends in the surrounding territory; (c) the consumer density and estimated use of service by the proposed development; and (d) the hydraulic share method or the front footage method, whenever practicable. The Main Extension Charge will be applicable irrespective of whether the facilities have been previously constructed or are necessary to be constructed. The Company may permit or require the Contributor to install all or a portion of Off-Site Facilities. If designed and constructed by the Contributor, the facilities must be designed by the Contributor's engineer and, thereafter, constructed in accordance with the Company=s design standards and specifications. The Contributor will also be responsible for financing the design and construction of the Off-Site Facilities in a manner that permits transfer of control and ownership of the facilities to the Company free and clear of all liens and encumbrances. All transfers of Off-Site Facilities must be in a form reasonably satisfactory to Service Company's attorney and must be accompanied by satisfactory evidence of ownership free and clear of any liens and encumbrances. All expenses associated with the design and construction of the Off-Site Facilities, including, but not limited to, permit fees and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work or engineering must be paid by the Contributor.

The Company may install or require the installation of oversized lines or facilities with respect to the Off-Site Facilities in order for the Company to be able to provide service to other properties in accordance with the master plan of the Company. If so requested by the Company, the Contributor will be required to advance the entire cost. The cost in excess of the actual cost to serve the Contributor=s property will be subject to a refundable advance agreement between the Company and the Contributor as to the contribution of third parties subsequently connecting to said Off-Site Facilities. (See Section 19.0 Refundable Advances).

(Continued on Sheet No. 24.0)

| | |
|------------------------|--------------|
| <u>Paul Marinelli,</u> | <u>Agent</u> |
| NAME | TITLE |

(Continued from Sheet No. 23.0)

3.3 SYSTEM CAPACITY CHARGES.

The Company requires that all Contributors pay a pro rata share of the cost of the Company's Water Treatment Plant, as System Capacity Charges, irrespective of whether the facilities have been constructed or may in the future be constructed. System Capacity Charges are calculated based upon the estimated demand of the Contributor's proposed installations and improvements upon the Company's transmission and treatment facilities and are computed by multiplying the charges set forth on the Schedule of Fees and Charges by the estimated daily consumption provided in the Table of Daily Flows. System Capacity Charges are payable upon execution of a Developer Agreement or, at Company's discretion, one-half at the time of site development approval with the balance due at the time of building permit approval. At no time will service commence to property prior to payment in full of all System Capacity Charges.

3.4 MAIN EXTENSION CHARGES.

If the Company elects to be responsible for the design, construction, installation and connection of the Off-Site facilities as set forth in this policy, the Contributor must pay to the Company the Company's actual costs incurred in the acquisition, planning, design, construction and/or improvement of the Off-Site Facilities.

3.5 GALLONS PER DAY, WATER AND SEWER.

The Table of Daily Flows included with this policy will be used to compute System Capacity Charges and, if applicable, Main Extension Charges. If there are common facilities for multiple dwelling units such as irrigation, laundering, recreation facilities and commercial and commercial/residential facilities, the determination of System Capacity Charges and Main Extension Charges will be based upon the use characteristic defined by engineering data supplied by the prospective Contributor as accepted by the Company.

4.0 DEVELOPER AGREEMENTS.

Subject to Authority rules to the contrary, the Company requires a Contributor to enter into a written Developer Agreement with the Company, whose terms are consistent with the provisions of this policy. The Contributor, in addition to the other fees and charges set forth in this policy and the Company's Tariff, must bear the cost of the Company negotiating, preparing and executing the Developer Agreement, including the Company's attorneys' fees and administrative costs.

5.0 WATER AND SEWER CAPACITY RESERVATION.

Upon payment by the Contributor of all costs and charges required by the Company and execution of a Developer Agreement, the Company will reserve capacity, as set forth in the Developer Agreement. If, for example, the Contributor contemplates construction of a single-family residence upon the Contributor's property with a calculated demand of two hundred seventy five (275) gallons per day, that capacity will be built or reserved for the Contributor. The Company is not obligated to provide capacity or service in excess of the Contributor's reservation and may require Consumers to curtail use that exceeds the Contributor's reserved capacity, if there is an above average demand on a consistent basis, as determined by the Company. The Company may also require the Contributor to pay fees and make necessary commitments based, in the Company's discretion, on the actual and experienced demand in those portions of the Company's service territory where demonstrated demand characteristics of customers exceed the daily rated gallons of demand as set forth in the Table of Daily Flows.

(Continued on Sheet No. 25.0)

Paul Marinelli, Agent
NAME TITLE

(Continued from Sheet No. 24.0)

For example, when the Company's records and experience reflect that a single-family residence of the type which the Contributor proposes to build in a specific community places demand during certain times of the year equal to 600 gallons per day, the charges per gallon demand set forth in Paragraph 3.3 of this policy will be multiplied by 600 gallons. Under no circumstances will the Company be required to build or accept plans, specifications, fees, charges or agreements predicated upon demand for water service of less than 275 gallons per single-family residential equivalent per day . The Company may allocate water capacity reserved for the Contributor to other developers or Customers if the Company (i) has funds available to replace the facilities utilized by such developers or Contributors; (ii) has received preliminary approval by governmental authorities for construction of such facilities; and (iii) the anticipated completion date for construction of such new facilities is adequate to meet the Contributor's requirements for such facilities in accordance with the plan of development delivered to the Company. If the Company allocates reserved capacity to other developers under these circumstances, the Company will notify the Contributor and inform the Contributor that the Contributor has 30 days within which to file an objection with the Company, which must include notice that the Contributor will need the reserved capacity within the indicated period.

6.0 WATER METER INSTALLATION CHARGES.

The Company charges each Contributor requesting water service a Meter Installation Fee to defray the Company's actual cost for the meter(s), meter appurtenances and installation. Meter Installation Fees will be charged as set forth in the Service Availability Fees and Charges portion of the Company's Tariff.

6.1 CONSTRUCTION WATER.

For water supplied to contractors for testing and/or flushing new water mains or other construction purposes, metered service shall be billed in accordance with the Company's metered water general service. Unmetered service shall be billed at the consumption rate set forth in the Tariff or, if no unmetered rate for such service is identified, at the six inch (6") meter rate, or other rate that is most similar to that usage. Construction Meter Deposit is \$250.00 with a \$25.00 connect and disconnect charge.

The water meter and appurtenances at all times will remain the property of the Company. If the Contributor requests to exchange an existing meter(s) for other than normal maintenance purposes, the Contributor will be charged the cost of the new meter, meter appurtenances and installation.

6.2 BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL.

It is the policy of the Company to protect the quality of its drinking water from contamination through backflow or cross connection. The Company may require a developer to install a backflow prevention device or provide protection against actual or potential connection between the water system and any other source. At it=s option, the Company may install such facilities, in which case the Contributor will be responsible for all direct and indirect actual costs associated with the installation of such facilities. Any such backflow prevention requirements will utilize commonly accepted and approved backflow prevention assemblies and test procedures.

(Continued on Sheet No. 26.0)

Paul Marinelli, Agent
NAME TITLE

(Continued from Sheet No. 25.0)

7.0 CUSTOMER CONNECTION CHARGES.

The Company charges each Contributor or Customer requesting water service a Connection (Tap-In) Charge to defray the Company's actual cost of connecting to the Company's water main. The Company collects the charge for a short line when the property to be served is located on the same side of the street as the main extension line. The charge for a long line is collected when the property to be served is located on the opposite side of the street from the main extension line. The fees will be charged as set forth in the Service Availability Fees and Charges portion of the Company's Tariff.

8.0 ACTION BY GOVERNMENTAL AUTHORITIES OR CURTAILMENT FROM OTHER CAUSES.

A requirement by any governmental authority to limit or curtail utility services, such as a moratorium, or any other cause beyond the Company's control, may restrict the use of utility services or curtail excess water service use. Contributors and Customers obtain reservation of water service or water service subject to this notice of limitation.

9.0 TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE.

The Company reserves the right to construct all facilities necessary to deliver water service to the Point of Delivery. If the Company elects to accept facilities constructed by someone other than the Company, the rules set forth in this section apply.

Each Contributor who has constructed portions of facilities must convey the component parts of the facilities to the Company by Bill of Sale, in a form satisfactory to the Company's attorney, together with such evidence as may be requested by the Company that the facilities to be transferred to the Company are free of all liens and encumbrances.

Facilities constituting Customer's connections on the Customer's side of the Point of Delivery are not to be transferred to the Company and will remain the property of individual Customers and their successors or assigns.

The Company will not accept title to any facility constructed by someone other than the Company unless and until the Company's engineer has approved the construction of the facilities and accepted the tests that determine that the construction of the facilities is in accordance with the criteria established by the Company. The Contributor must indemnify and hold the Company harmless from any replacements or repairs required to be made to contributed facilities for two years from the date of conveyance to the Company.

The Contributor must maintain accurate cost records that support the construction costs of all facilities constructed by the Contributor, which are, thereafter, conveyed to the Company. The cost information must be furnished to the Company concurrently with delivery of the Bill of Sale. Delivery of this cost information is a prerequisite to the Company accepting the facilities.

The Contributor's cost records must be in sufficient detail in order for the Company to determine the description of each item being contributed, together with the cost related thereto. The cost records must include, at a minimum, the cost for permit fees, inspection, installation, analysis, testing, insurance, legal and engineering.

(Continued on Sheet No. 27.0)

| | |
|------------------------|--------------|
| <u>Paul Marinelli,</u> | <u>Agent</u> |
| NAME | TITLE |

(Continued from Sheet No. 26.0)

The Company may refuse connection and deny delivery of water service to any Contributor or Customer seeking service until the provisions of this section are satisfied.

The Company=s obligation to serve and maintain contributed facilities in single unit developments, such as a mobile home park, shopping center, or apartment complex, when the facilities are located wholly within the development, as opposed to public rights of way, extends only to the repair or replacement of the facilities. The Company is not liable for damages to, or the replacement or repair of, surface areas; however, the Company will exercise reasonable efforts to restore the surface area where the work was performed.

10.0 EASEMENTS AND RIGHTS-OF-WAY.

In addition to any other requirement set forth in this policy and the Company=s Tariff, the Contributor is responsible, at its own cost, for obtaining all easements or rights-of-way necessary, to the Company=s satisfaction, in order for the Company to be able to deliver water service. Easements must contain sufficient land in order to provide ingress and egress to the property where the facilities are situated, together with sufficient land, as required by the Company to install, maintain, remove, repair and replace the Company=s facilities. All grants or conveyances to the Company must be (i) free and clear of all liens and encumbrances, (ii) in a form proper for recording, and (iii) satisfactory to the Company's attorney.

11.0 PLAN REVIEW FEES.

All engineering plans or designs for the construction of facilities by a Contributor or Customer, which are intended to be conveyed to the Company, are subject to review by the Company, at the Contributor or Customer=s expense. The Company may charge a fee to review the plans and designs, which will be based upon the actual cost to the Company, including costs for the Company=s engineer=s review and administrative and legal costs.

11.1 PLANS AND SPECIFICATIONS.

Contributor shall cause to be prepared and delivered to Company copies of applications for permits and finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the On-Site Facilities proposed to be installed provide service to Consumers within the Property. Such detailed plans may be limited to the first development phase only, and in such instance, plans for subsequent phases shall be furnished from time to time as such phases are to be developed. However, each such development phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Company concurrent with or prior to submission of engineering plans for the first development phase. Developer may modify such master plan any time in such a manner as to not interfere with Company=s existing facilities and, upon modification, shall submit copies of the modified plan to Company.

Contributor shall cause its engineer to submit specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to Company=s engineer shall meet the minimum specifications of Company, as referenced in the Ave Maria Utility Company Technical Standard and Specifications and shall be subject to the approval of Company, which approval shall not be unreasonably withheld or delayed. No construction shall commence until the Company and necessary regulatory agencies, if any, have approved such plans and specifications.

(Continued on Sheet No. 28.0)

Paul Marinelli, Agent
NAME TITLE

(Continued from Sheet No. 27.0)

If permits and approved plans are returned by regulatory agencies to Developer, Developer shall submit to Company a copy of water and/or sewer permits and approved plans. Developer shall also supply to the Company an itemized list of materials and all contractors to be used covering all contract items.

12.0 APPROVAL OF CONTRACTORS.

The Company has the right to approve any contractors retained by the Contributor; however, the right to approve will not be unreasonably withheld by the Company. Any contractor or similar person doing work for the Company may be required to first show a certificate of insurance acceptable to the Company.

13.0 INSPECTION OF PLUMBERS HOOK UP.

It is the Contributor=s responsibility to physically connect the Contributor=s facilities with the Company=s facilities. The Company may inspect all connections to ensure that connections are made in accordance with the Company's rules and are free from infiltration.

The Contributor must notify the Company of any proposed connection with the Company=s facilities. Any connection must remain available for inspection by the Company and is subject to approval by the Company. If a connection is backfilled or covered without the Company having inspected the connection, the Contributor, at its own cost, will be required to make the connection available for the Company=s inspection upon demand; however, the connection will be deemed approved by the Company if the Company does not inspect the connection within 48 hours after receiving notice that the connection is ready to be inspected.

The Company=s right to inspect connection with its facilities does not mean that it has an obligation to inspect any connection. Moreover, inspections or tests conducted by the Company are not a guarantee by the Company as to materials, workmanship or compliance with standards. The Contributor retains the responsibility for the proper construction, installation and connection of the facilities.

14.0 DISPOSITION OF CAPACITY BY CONTRIBUTOR.

The Contributor may assign its reserved capacity if the assignee assumes all of the Contributor=s obligations under the Contributor=s Developer Agreement with the Company and the Contributor obtains the prior written consent of the Company. The Company will not withhold its consent to an assignment if it is in connection with a sale of the Contributor's property. The Contributor or assignee must pay the Company's legal and administrative costs incurred in connection with the assignment. The Company will not refund the Contributors contributions-in-aid-of-construction upon any assignment.

15.0 FACILITIES CONSTRUCTION.

Subject to contrary requirements set forth in the Ave Maria Utility Company Technical Standards and Specifications, if any On-Site or Off-Site Facilities are constructed by the Contributor, not less than 30 days prior to beginning construction, the Contributor must deliver to the Company a complete copy of the plans and specifications of the proposed On-Site or Off-Site Facilities. The Company will, within 20 days, determine the acceptability of the plans and specifications. If the Company objects to the plans and specifications or any part thereof, the Contributor must defer beginning construction pending the resolution of the Company's objections.

(Continued on Sheet No. 29.0)

| | |
|------------------------|--------------|
| <u>Paul Marinelli,</u> | <u>Agent</u> |
| NAME | TITLE |

(Continued from Sheet No. 28.0)

16.0 INSPECTIONS.

Subject to contrary requirements set forth in the Ave Maria Utility Company Technical Standards and Specifications, the Company may inspect the construction of the On-Site or Off-Site Facilities being built by the Contributor. The Company may charge an inspection fee for this service based upon the actual cost to Service Company, including the cost of independent contractors and administrative and legal costs.

17.0 EXTENSION OUTSIDE TERRITORY.

The Company is not obligated to provide service outside of its certificated territory; however, the Company may initiate formal proceedings before the Authority to do so on behalf of the Contributor. Under such circumstances, the Contributor will be responsible for all costs related thereto, including, but not limited to, engineering, administrative and legal costs. The Company will make extensions outside of its certificated territory only if the extensions and treatment plant reservation or expansion required to serve such extensions are economically feasible.

18.0 ADJUSTMENT PROVISIONS.

The charges set forth in this policy and the Company=s Tariff may be adjusted or this policy may otherwise be modified in accordance with the applicable Collier County Ordinances and the Rules and Regulations of the Authority.

19.0 REFUNDABLE ADVANCES.

The Company may require a refundable advance by a Contributor to temporarily defray the cost of any extension of facilities in excess of the size necessary to connect the Contributor's property with the Company's existing facilities. The Contributor may be required to advance to the Company additional Main Extension Charges or contribute additional facilities based upon the anticipated hydraulic load requirements of other undeveloped properties in accordance with the Company=s master plan to serve surrounding areas. Charges paid by a Contributor beyond the Contributor's hydraulic share will be refunded to the Contributor in accordance with a refunding agreement that the Company negotiates with the Contributor, to be set forth in the Developer Agreement between the Company and Contributor. The refunding agreement will provide for a plan of refund based upon the extent of the Contributor's hydraulic share as compared to the cost of providing service to the other properties to be served by such facilities. The Company may limit the term of the refunding agreement to five years, after which the portion of the refund made to the Contributor will be retained by the Company. A Contributor may not recover an amount greater than the difference between the capitalized cost of such improvements and the Contributor's own share of such improvement. The company does not include interest on the refund due the Contributor. The Company will make refunds to a Contributor on a pro rata basis as connections are made to the Company=s facilities and payment for connection is made to the Company. The Company is not required to refund to a Contributor more than the Company has collected. Refunds by the Company to a Contributor is made on a semi-annual basis.

Paul Marinelli, Agent
NAME TITLE

ESTIMATED TABLE OF DAILY FLOWS FOR VARIOUS OCCUPANCIES

Types of Building Usage

| | |
|--|-------------------|
| Apartments..... | 238 gpd (1) |
| Bars and Cocktail Lounges | 10 gpcd (2) |
| Boarding Schools (students and staff) | 94 gpcd |
| Country Clubs (per member) | 28 gpcd |
| Day Schools (students and staff) | 25 gpcd |
| Hospitals (with laundry)..... | 278 gpd/bed |
| Hospitals (without laundry)..... | 100 gpd/bed |
| Hotels and Motels | 70 gpd/rm or unit |
| Laundromats | 500 gpd/washer |
| Movie Theatres, Auditoriums, Churches (per seat) | 20 gpd |
| Nursing Homes | 250 gpd/bed |
| Office Buildings..... | 18 gpd/100 sq ft |
| Restaurants (per seat) | 45 gpcd |
| Restaurants (fast food) (per seat) | 30 gpcd |
| Retail (without kitchen waste)..... | 18 gpd/100 sq ft |
| Single-Family Residential..... | 275 gpd |
| Stadiums, Ball Parks, etc. (per seat) | 5 gpd |
| Townhouse Residences (3) | |
| 1500 sq.ft. and less | 238 gpd |
| 1501 sq. ft. and larger | 275 gpd |
| University | |
| Undergraduate..... | 40 gpd |
| Graduate - Single..... | 60 gpd |
| Graduate - Married..... | 95 gpd |
| Faculty..... | 13 gpd |

- (1) gpd - gallons per day
- (2) gpcd - gallons per capita per day
- (3) Condominiums shall be rated in accordance with the type (apartments, townhouses, etc.)

NOTE: For any uses not identified herein, daily flows will be addressed on a case-by-case basis.

Paul Marinelli, Agent
 NAME TITLE