

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: July 17, 2026

TO: Adam J. Teitzman, Commission Clerk, Office of Commission Clerk

FROM: Terence Bethea, Public Utility Analyst III, Division of Economics

RE: Re: Docket No. 20260012-WS – Application for revised service availability charges and policy for water and wastewater service in Duval, Baker, and Nassau Counties, by First Coast Regional Utilities, Inc.

Please file the attached revised service availability policy and charges in the docket mentioned above.

FIRST COAST REGIONAL UTILITIES, INC. WATER TARIFF

FIRST REVISED SHEET NO. 17.0
REPLACES ORIGINAL SHEET NO. 17.0

INDEX OF SERVICE AVAILABILITY

Sheet Number

Schedule of Service Availability Fees and Charges	19.0
Service Availability Policy	18.0
Service Availability Policy Terms & Definitions	18.09
Fire Sprinkler Systems Policy	18.12

EFFECTIVE DATE

MAC MILLER
ISSUING OFFICER

CHIEF OPERATING OFFICER
TITLE

SERVICE AVAILABILITY POLICY

POLICY PURPOSE

The Service Company is implementing this Service Availability Policy to set forth the terms and conditions under which the Service Company will be the sole provider of service from Service Company facilities to individual or developer applicants within its Certificated Service Area; and to describe the charges which are intended to defray portions of the costs associated with existing and new facilities of the Service Company in a fair and nondiscriminatory manner.

POLICY SCOPE

This policy applies to all developers, contractors, customers and potential customers within the certificated service area of the Service Company.

AVAILABILITY

The provisions of this policy are available throughout the territory subject to matters of economic feasibility as defined by Rule 25-30.515(7), F.A.C.

DESIGN AND PLAN APPROVAL

- All construction plans and specifications (the "Plans and Specifications") for On-Site and Off-Site water and wastewater facilities must be prepared at the Developer's sole cost by a Florida-licensed engineer.
- Plans must be reviewed and approved by the Service Company prior to the commencement of any construction.
- Plans may be submitted by development phase, but each phase must conform to an approved master development plan.
- Developers must also provide survey(s), prepared by a Florida-licensed surveyor, for all easements granted to the Service Company. Surveys must clearly identify the as-built location of all Service Company facilities.

EFFECTIVE DATE

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CONSTRUCTION STANDARDS AND DOCUMENTATION

- Upon receipt of all necessary governmental permits, including FDEP approvals, the Developer shall construct the On-Site Facilities using a licensed Florida contractor and in accordance with the approved Plans and Specifications and applicable laws.
- Developers must maintain detailed cost records in accordance with the NARUC System of Accounts, including all expenses related to labor, materials, supervision, engineering, and other relevant costs.
- Record drawings, prepared by a Florida-licensed land surveyor, must be submitted in accordance with Service Company Technical Standards prior to Preliminary Acceptance.

SERVICE COMPANY INSPECTIONS AND MODIFICATIONS

- The Service Company reserves the right to inspect construction activities and require testing (e.g., pressure, exfiltration, line and grade) to confirm compliance with plans and good engineering practices.
- Any changes to approved plans must be submitted in writing and approved by the Service Company prior to implementation.

INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the Contributor, Customer, or its plumbing contractor to connect Contributor's or Customer's plumbing installation with the Service Company system. Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with the Service Company's rules governing such connections, as made, is free from leakage.

SERVICE COMPANY DEVELOPMENT COST RECOVERY

- Developers shall reimburse the actual, reasonable and documented engineering, legal, inspection, and administrative costs directly attributed to review and construction of the development (collectively "Development Costs").
- An advance deposit will be required upon execution of a Developer Phase Agreement. Actual costs will be reconciled at plan approval, Preliminary Acceptance, and Final Acceptance.
- Any remaining balance will be refunded; any shortfall must be paid before service is provided.

EFFECTIVE DATE

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TITLE

TRANSFER OF FACILITIES TO SERVICE COMPANY

The Service Company may request that Developer provide various documents prior to accepting the system. Such documents which must be in the form acceptable to the Service Company may include but are not limited to: Three (3) copies of "as built plans", Easements and/or Rights-of-way, Contractor's waiver and release of lien, etc.

- Upon Final Acceptance, Developer shall convey to Service Company, free of all liens, all rights, title, and interest in the On-Site and Off-Site Facilities.
- Required documentation includes:
 - Bill of Sale for On-Site Facilities
 - Easement or right-of-way instruments for all Service Company-installed facilities
 - Final lien waivers, warranties, cost affidavits, and other documentation required by the Service Company

Service Company reserves the right to audit Developer's records to verify reported construction costs.

ON-SITE AND OFF-SITE FACILITIES

On-site and off-site facilities may be provided by the Contributor pursuant to the requirements and specifications of the Service Company. Any facilities which may be constructed by the Contributor on the Service Company's side of the Point of Delivery as defined by Rules 25-30.210, (7), F.A.C., shall be conveyed to the Service Company by a bill of sale together with perpetual right-of-way and easements for necessary maintenance and replacement, and appropriate access to facilities as well as complete as-built plans for all such lines and facilities together with accurate cost records, to include material, labor, engineering, administrative and other related costs establishing the construction costs of all Service Company facilities, as a condition precedent to their acceptance by the Service Company and the initiation of service.

ADVANCE

If the off-site or on-site facilities can serve other areas than those of the Contributor, the Service Company may require that they be oversized to enable service to be provided to additional territory and that the Contributor advance the cost of such oversized facilities. So much of the cost as exceeds the hydraulic share of the Contributor will be refunded by the Service Company as refundable advances over a period not to exceed eight years, from extension fees paid by other Contributors connecting to the main or mains in accordance with their hydraulic share.

EFFECTIVE DATE

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TITLE

INSPECTION FEES

Engineering plans or designs for, or construction of facilities by a Contributor which are to become a part of Company's system will be subject to review and inspection by the Company. For this service, Pursuant to Rule 25-30.540(7), F.A.C., the Company may charge an inspection and plan review fee based upon the actual cost of the Company for review of plans and inspection of facilities constructed by Contributor or independent contractors for connection with the facilities of the Company. Such inspection fees shall be paid by a Contributor in addition to all other charges above stated, as a condition precedent to service.

EASEMENTS AND RIGHTS OF-WAY

The Developer and subsequent customers shall provide and maintain access for the reading of meters and for the repair and maintenance of Service Company's facilities. This shall be construed to mean that Developer, subsequent landowners, and/or customers will prevent fences, vegetation, vehicles, equipment, or materials of any kind from impeding access to meters, or other facilities of Service Company. Customers shall maintain safe and reasonable access to the Service Company's facilities and shall restrain domestic animals or remove obstructions that interfere with inspection, meter reading, maintenance, repair, replacement, or operation of Service Company facilities.

REFUNDABLE ADVANCES

Service Company may require, in addition to the charges set forth herein, an interest free refundable advance by a Developer to temporarily defray the cost of any extension of water mains and other facilities necessary to connect the Developer's property with Service Company's existing water facilities, in excess of the size needed to provide service to the subject property. The Developer may be required to advance to Service Company additional main extension charges or contribute facilities based upon the anticipated requirements of other undeveloped properties in order that such facilities may be constructed to serve the Developer's property and to be in accordance with Service Company's best discretion and prudent assessment for service to the surrounding areas. Charges paid by the Developer over and above the Developer's share as determined by the Service Company shall be refunded to the Developer in accordance with the terms and conditions of a refunding agreement which shall be set forth in the Developer Agreement between Service Company and Developer. The refund agreement will provide for a plan of refund based upon connection of other properties to such facilities. Notwithstanding the provisions of this Section, Service Company may set the life of the

EFFECTIVE DATE

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CHIEF OPERATING OFFICER
TITLE

refund agreement to a term of at least five (5) years, after which time the balance of the refundable portion of advance made by the Developer will be retained by the Service Company, and such refund agreement will be canceled. In no event shall a Developer recover an amount greater than the difference between the cost of such improvements and the Developer's own share of such improvement as aforescribed. Service Company will not include any interest upon the refund of the Developer's advance. Service Company will refund Developer on a pro rata basis as other developers tie into the subject portion of the Service Company system and pay off such charges to Service Company. In no event shall Service Company be required to refund more funds to developer than Service Company has collected from them. Refunds made by Service Company to developers may be made on the anniversary date of receipt of refundable advances.

INSURANCE

As a prerequisite to the construction of any on-site or off-site facilities by the Developer, Service Company may require the Developer obtain and maintain minimum limits of \$1,000,000 per occurrence \$2,000,000 aggregate for Bodily injury and property damage liability insurance or greater as deemed necessary by Service Company. Such policies shall be by an insurance company acceptable to the Service Company. These policies shall be effective during the entire construction process, unless otherwise approved in writing by Service Company. The insurance policies shall name and protect the Service Company, its employees and its engineers as additional insured for any liability arising from the construction activities project. Service Company shall be notified at least thirty (30) days prior to cancellation or modification of the above policies. Developer shall indemnify and hold harmless Service Company from any and all liabilities incurred.

PERFORMANCE BOND

As a prerequisite to the construction of any off-site facilities by the Developer, Service Company may require that the Developer obtain and maintain a performance bond by an insurance company acceptable to Service Company, in an amount to guarantee the completion of the off-site facilities. Service Company shall be notified at least thirty (30) days prior to cancellation or modification of the above policies.

EFFECTIVE DATE

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MAINTENANCE BOND

As a prerequisite to the construction of any on-site or off-site facilities by the Developer, Service Company may require that the Developer obtain and maintain a warranty/maintenance bond by an insurance company acceptable to Service Company, in an amount set by Service Company to guarantee the maintenance of the facilities. Service Company shall be notified at least thirty (30) days prior to cancellation or modification of the above policies.

DAMAGE TO EXISTING FACILITIES

Service Company may require that the Developer repair or reimburse the Service Company at the Service Company's option for damage to the Service Company's existing facilities by the construction activities of the Developer. The Developer shall also be responsible for damage to any third party, or the roadways, sidewalks, driveways, drainage facilities, landscaping, etc.

METER FEES

Service Company will furnish and supply all water meters used in its system in the interest of standardization and uniformity. The customer will be responsible for the cost of all materials, including the cost of the meter, meter boxes, and various other required materials as outlined on Sheet No. 19.0 of this Tariff. All service availability charges shall be established using a methodology reasonably related to the cost of providing service and applied fairly.

SERVICE AVAILABILITY CHARGES

- Developers must pay Capacity Charges on a per Equivalent Residential Connection (ERC) basis for each phase of development.
- Projects of up to 500 ERCs must pay in full upon agreement execution. For larger projects, capacity may be reserved as negotiated between service company and developer as appropriate for the project then under consideration.
- Developers are responsible for ensuring timely payment; failure to do so may result in loss of capacity availability.
- Developers must provide the Service Company with copies of all construction permits by the end of each month. Applicable Service Availability Charges must accompany each submission.

EFFECTIVE DATE

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CHIEF OPERATING OFFICER
TITLE

CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC)

- CIAC payments do not affect Service Company's right to enforce existing or future rate schedules or regulations.
- Except for Refundable Advances, CIAC is non-refundable and does not accrue interest.
- If usage exceeds reserved capacity, additional service availability charges may be assessed in accordance with the Commission approved tariff based on the additional ERCs or hydraulic share required.
- No entity may claim an ownership interest in the CIAC or use CIAC to offset Service Company service charges or obligations.

CONNECTION FEES AND METER INSTALLATION

- Prior to Service Company service activation, the Developer or individual Customer must pay:
 - Plant Capacity Charge
 - Main Capacity Charge Fee
 - Service Installation Charge (if applicable)
 - Meter Installation Charge (if applicable)
- Developers must install meter boxes and water meters at their own expense in accordance with Service Company standards. Meters must be set to grade and transferred to the Service Company as CIAC.

SERVICE COMPANY OWNERSHIP AND CONTROL OF FACILITIES

- Upon conveyance and Final Acceptance, all On-Site and Off-Site Facilities shall be the sole, complete, and exclusive property of the Service Company, its successors, and assigns.
- These facilities shall be used or held exclusively for the purpose of providing water and wastewater service to Service Company customers.
- No person or entity, including any current or future owner of the Property or improvements thereon, shall have any ownership interest, claim, or right to control or use the Facilities for any purpose—including service to third parties—either within or outside the Property boundaries.

EFFECTIVE DATE

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EXCLUSIVE RIGHT TO PROVIDE SERVICE COMPANY SERVICES

- The Developer shall not engage in the business of providing water or wastewater service to the Property, nor shall any other party except the Service Company be authorized to do so.
- The Service Company shall have the exclusive right to provide water and wastewater services to the Property and all structures or dwelling units constructed within its certificated territory.
- This exclusivity shall extend to all phases of development and to any successors, assigns, or future owners of the Property.

ENFORCEMENT AND COMPLIANCE

- Non-compliance with this policy may result in delay or denial of service, rejection of plans, or legal action by the Service Company to recover damages or costs. All developers must acknowledge this policy in writing as a condition of Service Company service.

EFFECTIVE DATE

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SUMMARY OF TYPES OF SERVICE AVAILABILITY CHARGES

The following charges will be applied if applicable. The charges are subject to change from time to time as deemed necessary by the Commission. These charges are defined as CIAC, and do not entitle the applicant to any rights of ownership. The Service Company will own and maintain the facilities for which these charges are levied.

MAIN EXTENSION CHARGES

The Service Company will collect a main extension charge for each new customer applying for service. (See Tariff Sheet No. 18.4)

PLANT CAPACITY CHARGE

The Service Company will collect a plant capacity charge for each new customer applying for service. (See Tariff Sheet No. 19.0)

SERVICE INSTALLATION CHARGE

The Service Company will collect a plant capacity charge for each new customer applying for service. (See Tariff Sheet No. 19.0)

METER INSTALLATION CHARGE

The Service Company will collect a plant capacity charge for each new customer applying for service. (See Tariff Sheet No. 19.0)

INSPECTION FEES

As invoiced by the Service Company.

PLAN REVIEW CHARGE

As invoiced by the Service Company.

EFFECTIVE DATE

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TITLE

SERVICE AVAILABILITY POLICY TERMS & DEFINITIONS

"ACTIVE CONNECTION" - Means a connection to the Service Company's system at the point of delivery of service, whether or not service is currently being provided.

"BACK FLOW PREVENTOR" - Means a valve or device installed in order to prevent contamination of the potable water in the lines of the Service Company by virtue of a cross connection or flow from the Customer's property into the Service Company's system.

"CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION" (CIAC) - Means any amount or item of money, services, or property received by the Service Company from an Applicant, any portion of which is provided at no cost to the Service Company, which represents an addition or transfer to the capital of the Service Company, and which is utilized to offset the acquisition, improvement, or construction costs of the Service Company's property, facilities, or equipment used to provide Service Company services to the public, The term includes plant capacity charges, main extension charges, meter and service installation charges.

"CONTRIBUTOR" - Means a person, builder, developer or other entity who makes a contribution-in-aid-of-construction.

"CUSTOMER INSTALLATION" - Means all pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature which are located on the Customer's side of the "Point of Delivery" and used in connection with or forming part of the installation necessary for rendering water service to the Customer's premises regardless of whether such installation is owned by the Customer or used by the Customer under lease or other agreement.

"DEVELOPER'S AGREEMENT" - Means a written agreement setting forth in detail the terms and conditions under which the Service Company will render services to a developer's property.

"ECONOMIC FEASIBILITY" - Means a test by which the operating income of the Service Company to be earned from prospective customers within the area to be served by a proposed expansion of facilities is divided by the investment in such facilities to determine if the Service Company will earn a fair return on its investment in the proposed extension.

EFFECTIVE DATE

MAC MILLER
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CHIEF OPERATING OFFICER
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 18.10

"EQUIVALENT RESIDENTIAL CONNECTION" (ERC) - Means (a) 210 gallons per day for water and 200 gallons per day for wastewater, (b) the number of gallons the Service Company demonstrates is the average daily flow for a single residential unit, or (c) the number of gallons which has been approved by the Department of Environmental Regulation for a single residential unit.

"GUARANTEED REVENUE AGREEMENT" - Means an agreement by which an applicant agrees to pay a charge designed to cover the Service Company's costs including, but not limited to, the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Service Company, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Service Company or its existing customers.

"HYDRAULIC SHARE" - Means the pro rata share of the capabilities of the Service Company's facilities to be made available for service to the contributor. The pro rata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost to be borne by the contributor.

"INSPECTION FEE" - Means either the actual or the average cost to the Service Company of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Service Company.

"MAIN EXTENSION CHARGE" - Means a charge made by the Service Company for the purpose of covering all or part of the Service Company's capital costs in extending its off-site water or wastewater facilities to provide service to a specified property. The charge is determined on the "Hydraulic Share" basis or other acceptable method reasonably related to the cost of providing the service.

"METER INSTALLATION FEE" - Means the amount authorized by the Commission which is designed to recover the cost of installing the water measuring device at the Point of Delivery including materials and labor required.

"OFF-SITE FACILITIES" - Means either the water transmission mains and facilities or the wastewater collection trunk mains and facilities, including, but not limited to, manholes, wastewater force mains and wastewater pumping stations,

EFFECTIVE DATE

MAC MILLER
ISSUING OFFICER

CHIEF OPERATING OFFICER
TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 18.11

"ON-SITE FACILITIES" - Means the portion of the water distribution system or the wastewater collection and treatment system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution system or the wastewater collection system that is located on the Customer's property, exclusive of the off-site facilities.

"PLANT CAPACITY CHARGE" - Means the charge made by the Service Company for each new connection to the system which charge is designed to defray a portion of the cost of the Service Company system.

"SERVICE AVAILABILITY POLICY" - Means the section of the Service Company's tariff which sets forth a uniform method of determining the plant capacity charge or other charges to be paid and conditions to be met, by Applicants for service in order to obtain water or wastewater service.

"SERVICE COMPANY SERVICE FEES" - Means fees that the Service Company will credit against the Service Availability Charges that are effective at the time application for service is made.

"SERVICE INSTALLATION CHARGE" - Means any payment made to the Service Company for the cost of installing a connection from the Service Company's water or wastewater lines, including but not limited to the cost of piping and the meter installation fee.

"SPECIAL SERVICE AVAILABILITY CONTRACT" - Means an agreement for charges for the extension of service which is not provided for in the Service Company's Service Availability Policy.

"TREATMENT FACILITY" - Treatment Facilities means the facilities used for the production and treatment of water or for the treatment and disposal of wastewater.

EFFECTIVE DATE

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ISSUING OFFICER

CHIEF OPERATING OFFICER
TITLE

FIRE SPRINKLER SYSTEMS POLICY

The purpose of these rules is to establish a proper and safe method for the inter-connection of customer owned Fire Sprinkler Systems to the water distribution system of First Coast Regional Utilities, Inc. It is recognized that fire sprinkler systems offer a substantial threat to the water system as a source of cross connection contamination from the customer's side of the sprinkler service back into the potable water supply. In order to reduce this threat, these rules are adopted.

It is required that all new applicants for fire sprinkler system service abide by these rules. Existing fire sprinkler systems (existing as of date of adoption of these rules) will be allowed to continue service as is to the current owner and rules will apply where applicable. However, if service is terminated to that owner, the new applicant will have to comply to these rules as an applicant for fire Sprinkler System service. Also, any customer making charges to his fire sprinkler system is required to comply with these same rules and any subsequent changes hereto.

- I. In order to obtain FIRE SPRINKLER SYSTEM service, the applicant must come by the office of the Company and make application for service and PAY ALL SERVICE AVAILABILITY FEES, TURN-ON FEES AND DEPOSITS THAT ARE REQUIRED.

In all cases, the APPLICANT shall be considered to be the owner of the property (building) as shown on the official tax records of the state and local taxing authorities. Applications for service SHALL BE TAKEN ONLY FROM THE OWNER and never from the tenant or other party.

- II. The applicant will furnish the Company in advance of construction two (2) copies of the following documents:
- A. A plot plan of the building utilizing the proposed system.
 - B. A plan sheet and a schematic of the proposed Fire Sprinkler System within the proposed building.
 - C. A schematic of the entrance piping together with valves, alarms and other appurtenances.
 - D. A record of the sprinkler system contractor's name, office address and phone number together with the job foreman's name and phone number.

EFFECTIVE DATE

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TITLE

**FIRST COAST REGIONAL UTILITIES, INC.
WATER TARIFF**

ORIGINAL SHEET NO. 18.13

- III. Upon termination of Sprinkler Service, the owner will notify the Company in writing of the date service is to be terminated. The Company will then notify the owner by certified mail – return
- IV. receipt that service has been terminated effective on a specific date. Copies of this letter should be sent to the local Fire Chief, State Insurance Underwriter, Home Office of FIRST COAST REGIONAL UTILITIES INC.

EFFECTIVE DATE

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CHIEF OPERATING OFFICER
TITLE

FIRST COAST REGIONAL UTILITIES, INC. WATER TARIFF

FIRST REVISED SHEET NO. 19.0
REPLACES ORIGINAL SHEET NO. 19.0

SCHEDULE OF SERVICE AVAILABILITY FEES AND CHARGES

Main Extension Charge

Residential – per ERC (All GPD)	\$759
others – per gallon	\$3.61

Plant Capacity Charge

Residential – per ERC (All GPD)	\$1,766
others – per gallon	\$8.41

Service Installation Charge	\$610
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Meter Installation Charge	\$285
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Inspection Fee	Actual Cost
100	100
200	200
300	300
400	400
500	500
600	600
700	700
800	800
900	900
1000	1000
1100	1100
1200	1200
1300	1300
1400	1400
1500	1500
1600	1600
1700	1700
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3100	3100
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4000	4000
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10000	10000

Plan Review Charge	Actual Cost
1.00	1.00
2.00	2.00
3.00	3.00
4.00	4.00
5.00	5.00
6.00	6.00
7.00	7.00
8.00	8.00
9.00	9.00
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95.00	95.00
96.00	96.00
97.00	97.00
98.00	98.00
99.00	99.00
100.00	100.00

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SERVICE AVAILABILITY POLICY

POLICY PURPOSE

The Service Company is implementing this Service Availability Policy to set forth the terms and conditions under which the Service Company will be the sole provider of service from Service Company facilities to individual or developer applicants within its Certificated Service Area; and to describe the charges which are intended to defray portions of the costs associated with existing and new facilities of the Service Company in a fair and nondiscriminatory manner.

POLICY SCOPE

This policy applies to all developers, contractors, customers and potential customers within the certificated service area of the Service Company.

AVAILABILITY

The provisions of this policy are available throughout the territory subject to matters of economic feasibility as defined by Rule 25-30.515(7), F.A.C.

DESIGN AND PLAN APPROVAL

- All construction plans and specifications (the "Plans and Specifications") for On-Site and Off-Site water and wastewater facilities must be prepared at the Developer's sole cost by a Florida-licensed engineer.
- Plans must be reviewed and approved by the Service Company prior to the commencement of any construction.
- Plans may be submitted by development phase, but each phase must conform to an approved master development plan.
- Developers must also provide survey(s), prepared by a Florida-licensed surveyor, for all easements granted to the Service Company. Surveys must clearly identify the as-built location of all Service Company facilities.

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CONSTRUCTION STANDARDS AND DOCUMENTATION

- Upon receipt of all necessary governmental permits, including FDEP approvals, the Developer shall construct the On-Site Facilities using a licensed Florida contractor and in accordance with the approved Plans and Specifications and applicable laws.
- Developers must maintain detailed cost records in accordance with the NARUC System of Accounts, including all expenses related to labor, materials, supervision, engineering, and other relevant costs.
- Record drawings, prepared by a Florida-licensed land surveyor, must be submitted in accordance with Service Company Technical Standards prior to Preliminary Acceptance.

SERVICE COMPANY INSPECTIONS AND MODIFICATIONS

- The Service Company reserves the right to inspect construction activities and require testing (e.g., pressure, exfiltration, line and grade) to confirm compliance with plans and good engineering practices.
- Any changes to approved plans must be submitted in writing and approved by the Service Company prior to implementation.

INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the Contributor, Customer, or its plumbing contractor to connect Contributor's or Customer's plumbing installation with the Service Company system. Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with the Service Company's rules governing such connections, as made, is free from leakage.

SERVICE COMPANY DEVELOPMENT COST RECOVERY

- Developers shall reimburse the actual, reasonable and documented engineering, legal, inspection, and administrative costs directly attributed to review and construction of the development (collectively "Development Costs").
- An advance deposit will be required upon execution of a Developer Phase Agreement. Actual costs will be reconciled at plan approval, Preliminary Acceptance, and Final Acceptance.
- Any remaining balance will be refunded; any shortfall must be paid before service is provided.

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TRANSFER OF FACILITIES TO SERVICE COMPANY

The Service Company may request that Developer provide various documents prior to accepting the system. Such documents which must be in the form acceptable to the Service Company may include but are not limited to: Three (3) copies of “as built plans”, Easements and/or Rights-of-way, Contractor’s waiver and release of lien, etc.

- Upon Final Acceptance, Developer shall convey to Service Company, free of all liens, all rights, title, and interest in the On-Site and Off-Site Facilities.
- Required documentation includes:
 - Bill of Sale for On-Site Facilities
 - Easement or right-of-way instruments for all Service Company-installed facilities
 - Final lien waivers, warranties, cost affidavits, and other documentation required by the Service Company

Service Company reserves the right to audit Developer’s records to verify reported construction costs.

ON-SITE AND OFF-SITE FACILITIES

On-site and off-site facilities may be provided by the Contributor pursuant to the requirements and specifications of the Service Company. Any facilities which may be constructed by the Contributor on the Service Company's side of the Point of Delivery as defined by Rules 25-30.210, (7), F.A.C., shall be conveyed to the Service Company by a bill of sale together with perpetual right-of-way and easements for necessary maintenance and replacement, and appropriate access to facilities as well as complete as-built plans for all such lines and facilities together with accurate cost records, to include material, labor, engineering, administrative and other related costs establishing the construction costs of all Service Company facilities, as a condition precedent to their acceptance by the Service Company and the initiation of service.

ADVANCE

If the off-site or on-site facilities can serve other areas than those of the Contributor, the Service Company may require that they be oversized to enable service to be provided to additional territory and that the Contributor advance the cost of such oversized facilities. So much of the cost as exceeds the hydraulic share of the Contributor will be refunded by the Service Company as refundable advances over a period not to exceed eight years, from extension fees paid by other Contributors connecting to the main or mains in accordance with their hydraulic share.

EFFECTIVE DATE

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INSPECTION FEES

Engineering plans or designs for, or construction of facilities by a Contributor which are to become a part of Company's system will be subject to review and inspection by the Company. For this service, Pursuant to Rule 25-30.540(7), F.A.C., the Company may charge an inspection and plan review fee based upon the actual cost of the Company for review of plans and inspection of facilities constructed by Contributor or independent contractors for connection with the facilities of the Company. Such inspection fees shall be paid by a Contributor in addition to all other charges above stated, as a condition precedent to service.

EASEMENTS AND RIGHTS OF-WAY

The Developer and subsequent customers shall provide and maintain access for the reading of meters and for the repair and maintenance of Service Company's facilities. This shall be construed to mean that Developer, subsequent landowners, and/or customers will prevent fences, vegetation, vehicles, equipment, or materials of any kind from impeding access to meters, or other facilities of Service Company. Customers shall maintain safe and reasonable access to the Service Company's facilities and shall restrain domestic animals or remove obstructions that interfere with inspection, meter reading, maintenance, repair, replacement, or operation of Service Company facilities.

REFUNDABLE ADVANCES

Service Company may require, in addition to the charges set forth herein, an interest free refundable advance by a Developer to temporarily defray the cost of any extension of water mains and other facilities necessary to connect the Developer's property with Service Company's existing water facilities, in excess of the size needed to provide service to the subject property. The Developer may be required to advance to Service Company additional main extension charges or contribute facilities based upon the anticipated requirements of other undeveloped properties in order that such facilities may be constructed to serve the Developer's property and to be in accordance with Service Company's best discretion and prudent assessment for service to the surrounding areas. Charges paid by the Developer over and above the Developer's share as determined by the Service Company shall be refunded to the Developer in accordance with the terms and conditions of a refunding agreement which shall be set forth in the Developer Agreement between Service Company and Developer. The refund agreement will provide for a plan of refund based upon connection of other properties to such facilities. Notwithstanding the provisions of this Section, Service Company may set the life of the

EFFECTIVE DATE

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TITLE

**FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF**

ORIGINAL SHEET NO. 18.04

refund agreement to a term of at least five (5) years, after which time the balance of the refundable portion of advance made by the Developer will be retained by the Service Company, and such refund agreement will be canceled. In no event shall a Developer recover an amount greater than the difference between the cost of such improvements and the Developer's own share of such improvement as aforescribed. Service Company will not include any interest upon the refund of the Developer's advance. Service Company will refund Developer on a pro rata basis as other developers tie into the subject portion of the Service Company system and pay off such charges to Service Company. In no event shall Service Company be required to refund more funds to developer than Service Company has collected from them. Refunds made by Service Company to developers may be made on the anniversary date of receipt of refundable advances.

INSURANCE

As a prerequisite to the construction of any on-site or off-site facilities by the Developer, Service Company may require the Developer obtain and maintain minimum limits of \$1,000,000 per occurrence \$2,000,000 aggregate for Bodily injury and property damage liability insurance or greater as deemed necessary by Service Company. Such policies shall be by an insurance company acceptable to the Service Company. These policies shall be effective during the entire construction process, unless otherwise approved in writing by Service Company. The insurance policies shall name and protect the Service Company, its employees and its engineers as additional insured for any liability arising from the construction activities project. Service Company shall be notified at least thirty (30) days prior to cancellation or modification of the above policies. Developer shall indemnify and hold harmless Service Company from any and all liabilities incurred.

PERFORMANCE BOND

As a prerequisite to the construction of any off-site facilities by the Developer, Service Company may require that the Developer obtain and maintain a performance bond by an insurance company acceptable to Service Company, in an amount to guarantee the completion of the off-site facilities. Service Company shall be notified at least thirty (30) days prior to cancellation or modification of the above policies.

EFFECTIVE DATE

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TITLE

MAINTENANCE BOND

As a prerequisite to the construction of any on-site or off-site facilities by the Developer, Service Company may require that the Developer obtain and maintain a warranty/maintenance bond by an insurance company acceptable to Service Company, in an amount set by Service Company to guarantee the maintenance of the facilities. Service Company shall be notified at least thirty (30) days prior to cancellation or modification of the above policies.

DAMAGE TO EXISTING FACILITIES

Service Company may require that the Developer repair or reimburse the Service Company at the Service Company's option for damage to the Service Company's existing facilities by the construction activities of the Developer. The Developer shall also be responsible for damage to any third party, or the roadways, sidewalks, driveways, drainage facilities, landscaping, etc.

METER FEES

Service Company will furnish and supply all water meters used in its system in the interest of standardization and uniformity. The customer will be responsible for the cost of all materials, including the cost of the meter, meter boxes, and various other required materials as outlined on Sheet No. 19.0 of this Tariff. All service availability charges shall be established using a methodology reasonably related to the cost of providing service and applied fairly.

SERVICE AVAILABILITY CAPACITY CHARGES

- Developers must pay Capacity Charges on a per Equivalent Residential Connection (ERC) basis for each phase of development.
- Projects of up to 500 ERCs must pay in full upon agreement execution. For larger projects, capacity may be reserved as negotiated between service company and developer as appropriate for the project then under consideration.
- Developers are responsible for ensuring timely payment; failure to do so may result in loss of capacity availability.
- Developers must provide the Service Company with copies of all construction permits by the end of each month. Applicable Capacity Charges must accompany each submission.

EFFECTIVE DATE

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CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC)

- CIAC payments do not affect Service Company's right to enforce existing or future rate schedules or regulations.
- Except for Refundable Advances, CIAC is non-refundable and does not accrue interest.
- If usage exceeds reserved capacity, additional service availability charges may be assessed in accordance with the Commission approved tariff based on the additional ERCs or hydraulic share required.
- No entity may claim an ownership interest in the CIAC or use CIAC to offset Service Company service charges or obligations.

CONNECTION FEES AND METER INSTALLATION

- Prior to Service Company service activation, the Developer or individual Customer must pay:
 - Plant Capacity Charge
 - Main Capacity Charge Fee
 - Customer Connection Charge (if applicable)
 - Meter Installation Charge (if applicable)
- Developers must install meter boxes and water meters at their own expense in accordance with Service Company standards. Meters must be set to grade and transferred to the Service Company as CIAC.

SERVICE COMPANY OWNERSHIP AND CONTROL OF FACILITIES

- Upon conveyance and Final Acceptance, all On-Site and Off-Site Facilities shall be the sole, complete, and exclusive property of the Service Company, its successors, and assigns.
- These facilities shall be used or held exclusively for the purpose of providing water and wastewater service to Service Company customers.
- No person or entity, including any current or future owner of the Property or improvements thereon, shall have any ownership interest, claim, or right to control or use the Facilities for any purpose—including service to third parties—either within or outside the Property boundaries.

EFFECTIVE DATE

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TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO.18.07

EXCLUSIVE RIGHT TO PROVIDE SERVICE COMPANY SERVICES

- The Developer shall not engage in the business of providing water or wastewater service to the Property, nor shall any other party except the Service Company be authorized to do so.
- The Service Company shall have exclusive right to provide water and wastewater services to the Property and all structures or dwelling units constructed within its certificated territory.
- This exclusivity shall extend to all phases of development and to any successors, assigns, or future owners of the Property.

ENFORCEMENT AND COMPLIANCE

- Non-compliance with this policy may result in delay or denial of service, rejection of plans, or legal action by the Service Company to recover damages or costs. All developers must acknowledge this policy in writing as a condition of Service Company service.

EFFECTIVE DATE

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FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO.18.08

SUMMARY OF TYPES OF SERVICE AVAILABILITY CHARGES

The following charges will be applied if applicable. The charges are subject to change from time to time as deemed necessary by the Commission. These charges are defined as CIAC, and do not entitle the applicant to any rights of ownership. The Service Company will own and maintain the facilities for which these charges are levied.

MAIN EXTENSION CHARGES

The Service Company will collect a main extension charge for each new customer applying for service. (See Tariff Sheet No. 19.0)

PLANT CAPACITY CHARGE

The Service Company will collect a plant capacity charge for each new customer applying for service. (See Tariff Sheet No. 19.0)

SERVICE INSTALLATION CHARGE

The Service Company will collect a plant capacity charge for each new customer applying for service. (See Tariff Sheet No. 19.0)

METER INSTALLATION CHARGE

The Service Company will collect a plant capacity charge for each new customer applying for service. (See Tariff Sheet No. 19.0)

INSPECTION FEES

As invoiced by the Service Company.

PLAN REVIEW CHARGE

As invoiced by the Service Company.

EFFECTIVE DATE

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SERVICE AVAILABILITY POLICY TERMS & DEFINITIONS

"ACTIVE CONNECTION" - Means a connection to the Service Company's system at the point of delivery of service, whether or not service is currently being provided.

"BACK FLOW PREVENTOR" - Means a valve or device installed in order to prevent contamination of the potable water in the lines of the Service Company by virtue of a cross connection or flow from the Customer's property into the Service Company's system.

CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION (CIAC) - Means any amount or item of money, services, or property received by the Service Company from an Applicant, any portion of which is provided at no cost to the Service Company, which represents an addition or transfer to the capital of the Service Company, and which is utilized to offset the acquisition, improvement, or construction costs of the Service Company's property, facilities, or equipment used to provide Service Company services to the public, The term includes plant capacity charges, main extension charges, meter and service installation charges.

"CONTRIBUTOR" - Means a person, builder, developer or other entity who makes a contribution-in-aid-of-construction.

"CUSTOMER INSTALLATION" - Means all pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature which are located on the Customer's side of the "Point of Delivery" and used in connection with or forming part of the installation necessary for rendering water service to the Customer's premises regardless of whether such installation is owned by the Customer or used by the Customer under lease or other agreement.

"DEVELOPER'S AGREEMENT" - Means a written agreement setting forth in detail the terms and conditions under which the Service Company will render services to a developer's property.

"ECONOMIC FEASIBILITY" - Means a test by which the operating income of the Service Company to be earned from prospective customers within the area to be served by a proposed expansion of facilities is divided by the investment in such facilities to determine if the Service Company will earn a fair return on its investment in the proposed extension.

EFFECTIVE DATE

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TITLE

FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO.18.10

"EQUIVALENT RESIDENTIAL CONNECTION" (ERC) - Means (a) 210 gallons per day for water and 200 gallons per day for wastewater, (b) the number of gallons the Service Company demonstrates is the average daily flow for a single residential unit, or (c) the number of gallons which has been approved by the Department of Environmental Regulation for a single residential unit.

"GUARANTEED REVENUE AGREEMENT" - Means an agreement by which an applicant agrees to pay a charge designed to cover the Service Company's costs including, but not limited to, the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Service Company, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Service Company or its existing customers.

"HYDRAULIC SHARE" - Means the pro rata share of the capabilities of the Service Company's facilities to be made available for service to the contributor. The pro rata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost to be borne by the contributor.

"INSPECTION FEE" - Means either the actual or the average cost to the Service Company of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Service Company.

"MAIN EXTENSION CHARGE" - Means a charge made by the Service Company for the purpose of covering all or part of the Service Company's capital costs in extending its off-site water or wastewater facilities to provide service to a specified property. The charge is determined on the "Hydraulic Share" basis or other acceptable method reasonably related to the cost of providing the service.

"METER INSTALLATION FEE" - Means the amount authorized by the Commission which is designed to recover the cost of installing the water measuring device at the Point of Delivery including materials and labor required.

"OFF-SITE FACILITIES" - Means either the water transmission mains and facilities or the wastewater collection trunk mains and facilities, including, but not limited to, manholes, wastewater force mains and wastewater pumping stations,

EFFECTIVE DATE

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TITLE

**FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF**

ORIGINAL SHEET NO.18.11

"ON-SITE FACILITIES" - Means the portion of the water distribution system or the wastewater collection and treatment system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution system or the wastewater collection system that is located on the Customer's property, exclusive of the off-site facilities.

"PLANT CAPACITY CHARGE" - Means the charge made by the Service Company for each new connection to the system which charge is designed to defray a portion of the cost of the Service Company system.

"SERVICE AVAILABILITY POLICY" - Means the section of the Service Company's tariff which sets forth a uniform method of determining the plant capacity charge or other charges to be paid and conditions to be met, by Applicants for service in order to obtain water or wastewater service.

"SERVICE INSTALLATION CHARGE" - Means any payment made to the Service Company for the cost of installing a connection from the Service Company's water or wastewater lines, including but not limited to the cost of piping and the meter installation fee.

"SPECIAL SERVICE AVAILABILITY CONTRACT" - Means an agreement for charges for the extension of service which is not provided for in the Service Company's Service Availability Policy.

"TREATMENT FACILITY" - Treatment Facilities means the facilities used for the production and treatment of water or for the treatment and disposal of wastewater.

"SERVICE COMPANY SERVICE FEES" - Means fees that the Service Company will credit against the Service Availability Charges that are effective at the time application for service is made.

EFFECTIVE DATE

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**FIRST COAST REGIONAL UTILITIES, INC.
WASTEWATER TARIFF**

ORIGINAL SHEET NO.19.0

SCHEDULE OF SERVICE AVAILABILITY FEES AND CHARGES

Main Extension Charge

Residential – per ERC (All GPD)	\$994
others – per gallon	\$4.97

Plant Capacity Charge

Residential – per ERC (All GPD)	\$9,281
others – per gallon	\$46.41

Lateral Installation Charge	Actual Cost
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Inspection Fee	Actual Cost
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Plan Review Charge	Actual Cost
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