

**CLAY COUNTY UTILITY AUTHORITY  
RESOLUTION NO. 2009/2010-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CLAY COUNTY UTILITY AUTHORITY ESTABLISHING UTILITY DISTRICTS; ADOPTING, AMENDING AND RESTATING WATER AND WASTEWATER UTILITY RATES AS PREVIOUSLY ADOPTED IN RESOLUTIONS NO. 94/95-14, NO. 94/95-18, NO. 94/95-21, NO. 94/95-23, NO. 95/96-04, NO. 96/97-01, NO. 97/98-01, NO. 98/99-01, NO. 99/00-01, NO. 99/00-05, NO. 99/00-06, NO. 2000/2001-01, NO. 2000/2001-07, NO. 2000/2001-08, NO. 2001/2002-01, NO. 2003/2004-01, NO. 2004/2005-01, NO. 2005/2006-01, NO. 2005/2006-04, NO. 2006/2007-01, 2007/2008-01, AND NO. 2008/2009-01; ADOPTING, AMENDING AND RESTATING SERVICE AVAILABILITY POLICY; ADOPTING, AMENDING AND RESTATING FIRE HYDRANT METER POLICY, PROCEDURES AND RATE SCHEDULE; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on October 1, 1994, the Clay County Utility Authority (hereinafter, the "Authority" or "Utility") came into existence pursuant to Chapter 94-491, Laws of Florida, Special Acts of 1994;

WHEREAS, on its effective date, the Authority acquired certain water and wastewater utility assets previously acquired or owned by Clay County, Florida, said assets being now known as the Clay County Utility Authority Water and Wastewater System (hereinafter "Utility" or "System");

WHEREAS, on its effective date, by its Resolution No. 94/95-6, subsequently extended on December 20, 1994, by its Resolution No. 94/95-12, the Authority ratified and continued on an interim basis its policies and procedures concerning rates, fees and charges, and its service availability policy, as had been previously adopted by the Clay County Water and Sewer Authority, the Authority's predecessor in interest to the System;

WHEREAS, on February 21, 1995, the Authority adopted effective as of February 27, 1995, Resolution No. 94/95-14, setting forth its standing policies establishing just, fair and equitable rates, fees and charges for the effective and efficient administration of the Utility;

WHEREAS, on May 16, 1995, the Authority adopted Resolution No. 94/95-18, amending in part Resolution No. 94/95-14, providing for amendment of charges and disposal of domestic septic tanks, portable toilet, and landfill lechate, providing further for amendment of charges for reconnection of wastewater system users, and the Authority is authorized to adopt water and wastewater rates, fees, and providing further for an amendment to the service availability policy with respect to septic disposal;

WHEREAS, on September 5, 1995, the Authority adopted Resolution No. 94/95-21, providing for, among other things, the maintenance of security deposits and alternatives thereto with respect to customer accounts;

WHEREAS, on September 17, 1995, the Authority adopted Resolution No. 94/95-23, amending and restating in their entirety its standing policies establishing just, fair and equitable rates, fees and charges for the effective and efficient administration of the Utility for fiscal year 1995-1996;

WHEREAS, on February 20, 1996, the Authority adopted Resolution No. 95/96-4, amending and restating Paragraph 5, "ON-SITE IMPROVEMENTS" of its service availability policy, as previously adopted and amended in Resolutions No. 94/95-14, No. 94/95-18, No. 94/95-21 and No. 94/95-23;

WHEREAS, on August 5, 1997, the Authority authorized the acceptance and operation of the McRae Landing Water Treatment System, and the Board of County Commissioners for Clay County, Florida, by their action of August 12, 1997, Clay County Resolution No. 96/97-86, authorized and approved the acquisition of the same, and on September 4, 1997, the Authority accepted the transfer of the McRae Landing Water Treatment System, and such system is included as a part of the West Clay System (formerly the Clay System) for rate purposes;

WHEREAS, on September 4, 1997, the Authority authorized the operation of the Eagle Harbor Water and Wastewater Treatment Systems, pursuant to that one certain Operation and Maintenance Agreement between the Authority and THE CROSSINGS AT FLEMING ISLAND COMMUNITY DEVELOPMENT DISTRICT, a Chapter 190, F.S. Community Development District;

WHEREAS, on March 3, 1998, the Authority adopted its policy regarding the reuse of treated wastewater effluent (hereinafter, "reuse water" or "reclaimed water"), as regulated by the Florida Department of Environmental Protection ("FDEP") under Chapter 62-210, FAC, as amended, as an alternative source of irrigation, and established rates with respect thereto, all of which was formalized by the Authority's adoption of Resolution No. 97/98-07;

WHEREAS, on March 17, 1998, the Authority adopted Resolution No. 97/98-08, amending its service availability policy previously adopted, amended and restated in Resolution No. 97/98-01, to provide for, among other things, the requirement that applicants for service with the Authority's System first sign a letter agreement in the form directed therein, prior to the Authority applying for a FDEP permit for such water and/or wastewater facilities relating to the applicant's project;

WHEREAS, on May 19, 1998, the Authority adopted an amended and restated its policy regarding reuse water as an alternative source of irrigation, and restated rates with respect thereto, all of which was formalized by the Authority's adoption of Resolution No. 97/98-10;

WHEREAS, on June 16, 1998, the Authority adopted Resolution No. 97/98-11, adopting its Pretreatment Program (herein so called) in compliance with FAC section 62-625.500(a), for the purpose of preventing discharges to the wastewater treatment facilities of the Authority by industrial users and others which would potentially interfere with the operation of such facilities, and to prevent discharges which would pass through or otherwise be incompatible with the Authority's wastewater treatment facilities;

WHEREAS, on August 18, 1998, the Authority adopted its Golden Opportunities Plan as Resolution No. 97/98-12 (renumbered from Resolution No. 97/98-11), providing for, among other things, an extended period of time for retired ratepayers on a fixed income and who are in excess of age 62 years to pay quarterly utility charges as the same come due;

WHEREAS, on September 1, 1998, the Authority authorized an increase in the term of a refundable agreement entered into under Paragraph 8 of the Authority's service availability policy, for the equitable refund for the cost of certain offsite improvements made by a developer/applicant to the Authority's System, under the conditions set forth therein, to an initial term of ten (10) years, followed by a subsequent extension term of an additional ten (10) years as permitted therein;

WHEREAS, effective November 3, 1998, the Authority accepted the transfer of the Water and Wastewater service rights and related distribution and collection facilities for The Point Condominiums and Whitney's Marina, subject to an interim operating period to allow for the completion and connection of such users to the Authority's central Water and Wastewater systems, which has since been completed, and such system is included as a part of the Kingsley System for rate purposes;

WHEREAS, effective January 5, 1999, the Authority accepted the transfer of The Ravines PUD Water and Wastewater Treatment, Collection and Distribution Systems, and such systems are included as a part of the Mid-Clay System for rate purposes;

WHEREAS, on January 5, 1999, the Authority adopted Resolution No. 98/99-07, which restated and corrected Sections 12 and 13 of the Service Availability Policy dealing with installation of potable water meters and fees and charges for installation of reuse water meters, respectively;

WHEREAS, on April 6, 1999, the Authority adopted Resolution No. 98/99-08, which amended the method for determining and calculating equivalent residential connection factors for water, reuse water and wastewater services for Hotel/Motel establishments (not including food service, banquet, meeting room and guest laundry facilities);

WHEREAS, on May 4, 1999, the Authority adopted Resolution No. 98/99-09, which formally adopted and amended the Authority's "In-Fill Projects Fund Policy," thereby supplementing the Authority's Service Availability Policy;

WHEREAS, on June 1, 1999, the Authority adopted Resolution No. 98/99-10, which formally adopted the Authority's "Middleburg Service Area Development Policy," thereby supplementing the Authority's Service Availability Policy;

WHEREAS, on March 21, 2000, the Authority adopted Resolution No. 99/00-05, adding a new subsection (12) to Section 3 of the existing Rate Resolution (defined below) for the Authority, regarding the imposing of liens for unpaid service availability fees, and renumbering prior subsections (12) through (15), inclusive, of that section, to existing subsections (13) through (16), inclusive;

WHEREAS, the Authority has adopted an amended and restated "Cross-Connection Control Policy" by its informal action of April 4, 2000, which amended said policy as originally adopted on April 14, 1995;

WHEREAS, by its action on July 3, 2001, after public notice and hearing, the Board of Supervisors for the Authority adopted Resolution No. 2000/2001-08, adopting rules to implement the application, processing and issuance of permits for water distribution and wastewater collection system mains 12" in

diameter and smaller in size; and amending and supplementing in part Resolution No. 2000/2001-01 by adopting permit application fees;

WHEREAS, by its action on October 2, 2001, after public notice and hearing, the Board of Supervisors for the Authority adopted Resolution No. 2001/2002-01, adopting its annual rate resolution for that fiscal year, its service availability policy, and its new fire meter hydrant policy and procedures;

WHEREAS, the Authority has since, after published notice and rate hearings, adopted its annual schedule of rates for water, wastewater and reuse water, for its various districts;

WHEREAS, the Authority acquired the Keystone Heights system from Florida Water Services Corporation, on or about May 7, 2003, based on previously adopted Authority resolutions and formal approval of the expansion of the Authority's systems by the Board of County Commissioners for Clay County, Florida;

WHEREAS, on August 1, 2006, the Authority informally approved an increase in the charge per thousand gallons of septic waste charge for septage treatment, and a formula change to the calculation of the charge for excess strength waste to more accurately reflect the actual impact of Authority facilities, to be effective beginning Fiscal Year 2006/2007;

WHEREAS, on August 1, 2006, the Authority informally approved an increase in a number of service charges, rates and fees to be included in the published schedule for the Authority's Public Rate Hearing and to be used effective beginning Fiscal Year 2006/2007;

WHEREAS, the Authority's annual budget for Fiscal Year 2009/2010, beginning effective October 1, 2009 and continuing through September 30, 2010, incorporates anticipated revenues and expenditures for all systems to operated by the Authority for such period, and it is necessary and appropriate for the Authority to adopt rates and charges consistent with said budget;

WHEREAS, the Authority finds that it is in its best interest, and that of the ratepayers of the System as a whole, to adopt, amend and restate in their entirety its standing policies which will establish the terms and conditions of service availability of the System to users or potential users thereof, and its previously adopted just, fair and equitable rates, fees and charges for Fiscal Year 2009/2010, for the effective and efficient administration of the Utility;

WHEREAS, the Authority has complied with the public notice and public hearing requirements imposed upon it by applicable law in all instances with respect to its prior adoption of Resolution No. 94/95-14 on February 21, 1995, with respect to subsequent amendments thereto, and with respect to its action hereunder; and has mailed written notice of its September 14, 2009, annual public rate hearing to all of its customers in accordance with applicable law;

WHEREAS, the Authority conducted its annual public rate hearing on September 14, 2009, commencing at 7:00 p.m., at which its Board of Supervisors considered the proposed Fiscal Year 2009/2010 rates, fees, charges, budget, and five (5) year capital plan, and received public comment on the same; and

WHEREAS, by its informal action of September 15, 2009, the Board of Supervisors for the Authority adopted its Fiscal Year 2009/2010 rates, fees, charges, budget, and five (5) year capital plan, to be effective on October 1, 2009.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CLAY COUNTY UTILITY AUTHORITY, THAT THE RATE RESOLUTION AND SERVICE AVAILABILITY POLICY OF THE AUTHORITY ARE HEREBY ADOPTED, AMENDED AND RESTATED IN THEIR ENTIRETY, TO-WIT:**

SECTION 1. TITLE.

This Resolution may be cited as the "Water and Wastewater Utility Rate Resolution", or the "Rate Resolution."

SECTION 2. DEFINITIONS.

When used in this Rate Resolution, the following terms (whether capitalized or not) shall be defined to mean:

(1) "Applicant" means the owner of real property or the person or legal entity which has the legal right to utilize real property by means of any form of ownership which real property the Applicant desires to be served by water service, reuse water service, wastewater service or any combination thereof. The terms "Applicant," "Developer" and "Property Owner" are synonymous and may be used interchangeably herein.

(2) "Application" means a written request from an applicant requesting that, pursuant to a Utility Agreement, specific water service, reuse water service and/or wastewater service be provided to and for certain real property.

(3) "Connection charge" means a fee or charge paid to the Utility by an Applicant or developer for the purpose of obtaining water, reuse water and/or wastewater service capacity. Connection charges are utilized for expanding the facilities and/or capacity of the System, or for the payment of debt service on obligations issued to acquire excess plant and capacity or to build expanded plant and capacity. The term does not include the costs of collection or distribution facilities or facilities on the Customer side of the point of delivery, nor the costs of capital improvements incurred to merely overhaul or renovate existing facilities which do not increase System capacity as a result of such renovation.

(4) "Customer Connection Charge (Tap-In)" means Authority's fixed fee quotation based on its estimate of the approximate cost to design, permit and construct a connection point to Authority's existing facilities and extension of such facilities to Developer's property utilizing Utility's own staff.

(5) "County" means Clay County, Florida, a political subdivision of the State of Florida.

(6) "Collection facilities" means the lines, pipes, and appurtenant facilities, or whatever type or nature, used to collect sewage from sewer facilities, buildings, structures or facilities and to transmit it to wastewater transmission facilities.

(7) "Customer" means any person, firm or corporation who has entered into an agreement to receive water, reuse water and/or wastewater service from the Utility and who is liable for the payment of that water and wastewater service.

(8) "Distribution facilities" means the lines, pipes, meters, and appurtenant facilities, of whatever type or nature, used to distribute water and/or reuse water to Customers.

(9) "Effluent disposal facilities" means those wastewater facilities necessary to detain, transmit, store, and dispose of wastewater previously treated at treatment facilities.

(10) "Equivalent residential connection" or "ERC" means a factor used to convert a given average daily flow (ADF) to the equivalent number of single family residential connections.

(11) "Facilities" or "installations" means by way of illustration and not limitation, all wells, equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and any all appurtenances thereto together with all real property, easements and rights-of-way necessary to provide water, reuse water and wastewater service to property whether located on-site or off-site.

(12) "Meter" means a device used to measure water and reuse water delivered to "point of delivery" by the Utility.

(13) "Point of delivery" means the designated point at which the applicant's property is connected to the Utility water facilities, reuse water facilities and/or wastewater facilities which is typically the meter for water and reuse water service, and the lot line for sewer service.

(14) "Private fire protection" means the existence of separate fire connections, standpipes with hose attachments and automatic fire sprinkler systems which serve a customer.

(15) "Property" means the real property owned or controlled by an Applicant for which water service capacity allocation, reuse water service capacity allocation, wastewater service capacity allocation, or both, is requested.

(16) "Reclaimed water" or "reuse water" means wastewater effluent that has been appropriately treated and is suitable for a controlled irrigation use by and for agricultural, commercial, residential or industrial developments or other appropriate uses, as regulated by Chapter 62-210, Florida Administrative Code, or any successor regulations thereto.

(17) "Service capacity" for water, reuse water or wastewater means the rate of flow on an average daily basis measured in gallons per day, which can be handled according to a water, reuse water or wastewater facilities design.

(18) "Service lines" means the pipes of the Utility that are connected from the mains to the "point of delivery."

(19) "Service rates" or "Rates" means the Utility's applicable schedules of rates and charges for water, reuse water and wastewater services which may be in effect from time-to-time.

(20) "Sewer" or "Wastewater" means a combination of any type of the water-carried wastes from residences, business buildings, institutions, industrial establishments, any and all other Customers' facilities, together with such ground, surface and storm waters as may be present, but does not mean or include any hazardous or toxic wastes which may be damaging to environmental health due to toxicity, ignitability, corrosivity, chemical reactivity, radioactivity, or infectious characteristics.

(21) "Transmission lines" means those lines and appurtenance facilities used to either transmit wastewater from the collection system to the Wastewater treatment plant to the distribution system.

(22) "Utility" or "System" means the Clay County Utility Authority Water System, Reuse Water System and Wastewater System as may be operated and controlled by the Authority or its designee or assignee pursuant to Chapter 94-491, Laws of Florida, Special Acts of 1994, which shall include the Pier Station Community Water System defined in Sec. 19-351 Clay County Code, but which shall not include the facilities serving the Food Lion Warehouse Site (Bayard Facilities) which is owned by the County, and which is the subject of an Operating and Maintenance Agreement between the County and the City of Green Cove Springs, and all additions to the Utility or the System from the October 1, 1994 effective date of its enabling act.

(23) "Utility District" means the jurisdictional limits of the Authority as set forth and defined in Chapter 94-491, Laws of Florida, Special Acts of 1994. For identification purposes, that portion of the System originally acquired by the County from Kingsley Service Company, together with any additions thereto, shall be designated the "Kingsley District"; that portion of the System originally acquired by the County from Clay Utility Company, together with any additions thereto, shall be designated the "West Clay District" (formerly known as the "Clay District"); that portion of the System originally acquired by the County from Mid-Clay Service Corp. shall be designated the "Mid-Clay District", which shall also include service to The Ravines PUD in Middleburg, and the Spencers development area. Mid-Clay District shall further include the water service only users in what is commonly known as the Lake Asbury residential area of Clay County, who may be billed at rates, fees and charges different from those charged to other classes of users within the Mid-Clay District; and that portion of the System transferred to the Authority by the County on October 1, 1994, known as the Pier Station Community Water System defined in Sec. 19-351 Clay County Code, shall be designated the "Pier Station District", which shall be included with the Kingsley District for rate purposes. The service territory acquired from Florida Water Services Corporation, situate in Keystone Heights, Florida, a municipality, and in the surrounding areas outside of that municipality, together with any additions thereto, shall be subject to its own water rate schedule, and shall be known as the "Keystone District" or "Keystone Water System" for that purpose, and shall be included in the Mid-Clay District for purposes of wastewater rates.

### SECTION 3. GENERAL TERMS AND CONDITIONS REGARDING WATER, REUSE WATER AND WASTEWATER SERVICE.

(1) Signed Application Required. Water, reuse water and wastewater service capacity may be furnished to new users who connect to the System after the date hereof only after a signed application or agreement and payment of the applicable water, reuse water and wastewater connection charges are accepted

by the Utility. The conditions of such application or agreement are binding upon Customer as well as upon the Utility. A copy of the application or agreement for water, reuse water and wastewater service accepted by the Utility will be furnished to the applicant on request. Applicant shall furnish to the Utility the correct name and street address or lot and block number at which water, reuse water and wastewater service is to be rendered. If the Applicant is one or more natural persons, the Applicant shall also provide the Utility with Applicant's date of birth, and shall be requested to verify its Social Security Number in a manner prescribed by the Utility that ensures confidentiality of the entire Social Security Number, but the last four (4) digits of the Applicant's Social Security Number shall be retained by the Utility if and as provided by the Applicant. An Applicant other than one or more natural persons shall be required to provide its entire Taxpayer Identification Number, which may be retained in its entirety by the Utility.

(2) **Withholding Service.** The Utility may withhold or discontinue water, reuse water and/or wastewater service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Utility of such household, organization, or business for water, reuse water and wastewater service has been settled in full in accordance with Utility policy. Service may also be discontinued for any violation made by Customer of any rule or regulation set forth in this Rate Resolution.

(3) **Limitation of Use.** Water, reuse water and wastewater service purchased from the Utility shall be used by Customer only for the purposes specified in the application for water, reuse water and wastewater service. Without limiting the generality of the foregoing, use of wastewater service from the Utility shall be subject to the provisions of the Authority's Pretreatment Policy, as set forth in Authority Resolution No. 97/98-11, duly adopted June 16, 1998, which, as the same may be amended from time to time, is on file with the Recording Secretary for the Authority and is available for review during normal business hours of the Authority.

(4) **Continuity of Service.** The Utility will at all times use reasonable diligence to provide continuous water, reuse water and wastewater service, and having used reasonable diligence, shall not be liable to Customer for failure or interruption of continuous water, reuse water and wastewater service. The Utility shall not be liable for any act or omission caused directly or indirectly by strikes, labor trouble, accidents, litigation, breakdowns, shutdowns for emergency repairs or adjustments, acts of sabotage, governmental interferences, illegal or improper cross-connections with other water systems, wastewater systems, reuse systems, wells, septic tanks or drain fields, or Customer or other third party facilities or apparatus, acts of God or other causes beyond its control.

(5) **Type of Maintenance.** Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the rules and regulations of the Utility. The Utility shall not be responsible for the maintenance and operation of Customer's pipes and facilities. Customer expressly agrees not to utilize any appliance or device, including without limitation any water filters, pumps, wells, septic tanks, storage tanks or drain fields, which is not properly constructed, controlled and protected, or which may adversely affect water, reuse water or wastewater service provided by the Utility. The Utility reserves the right to discontinue or withhold water, reuse water and wastewater service to such apparatus or device.

(6) **Change of Customer's Installation.** No changes or increases in Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Utility, shall be made

without written consent of the Utility. Customer shall be liable for any change resulting from a violation of this rule.

(7) **Protection of Utility's Property.** Customer shall exercise reasonable diligence to protect the Utility's property on Customer's premises and shall knowingly permit no one, but the Utility's agent or persons authorized by law, to have access to the Utility's pipes and appurtenances. In the event of any loss or damage to property of the Utility or to property of any other Customer of the Utility caused by or arising out of carelessness, neglect, or misuse by Customer (including without limitation any illegal or improper cross-connections), or due to any digging or excavation by Customer or its agents, employees, property management company, and/or independent contractors hired by Customer or its agents, employees and/or property management company, the cost of making good such loss or repairing such damage shall be paid by the responsible Customer. Demand for the responsible Customer to pay the cost of such loss or repair of damage shall be made by the Utility either (i) in a separate writing mailed to Customer at Customer's service address or (ii) added to the responsible Customer's bill for water or wastewater service. Water, reuse water and/or wastewater service to the location of Customer from which such loss or damage arose may be discontinued until the cost of such loss or damage is paid in full by Customer to the Utility.

(8) **Access to Premises.** The duly authorized agents of the Utility shall have access at all reasonable hours to the premises of Customer for the purpose of installing, maintaining, inspecting, or removing the Utility's property of the performance under or termination of the Utility's agreement with Customer and neither the Utility nor its agents shall be liable for trespass in such instance.

(9) **Billing Periods.** Bills for water service will be rendered quarterly, shall become due when rendered and shall be considered as received by Customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by Customer shall not release or diminish the obligation of Customer with respect to payment thereof.

(10) **Delinquent Bills.** Bills are due when rendered and become delinquent if not paid within twenty (20) days after the bill has been mailed or presented to Customer for payment. Water, reuse water and wastewater service may then be discontinued only after a written notice of the delinquency in payment has been mailed or presented to Customer at least five (5) working days prior to disconnection. Water, reuse water and wastewater service shall be restored only after the Utility has received payment for all past-due bills late payment fees, and reconnect charges from Customer. There shall be no liability of any kind against the Utility for the discontinuance of water, reuse water and wastewater service to a customer for that customer's failure to pay the bills on time. Partial payment of a bill of the water, reuse water and wastewater service rendered will not be accepted by the Utility, except by the Utility's agreement thereof.

(11) **Payment of Water, Reuse Water and Wastewater Service Bills Concurrently.** When one or more of water, reuse water and wastewater service are provided by the Utility, payment of any service bill rendered by the Utility to a customer shall not be accepted by the Utility without simultaneous or concurrent payment of all service bills rendered by the Utility. The Utility may discontinue water service, reuse water service and/or wastewater service to Customer's premises for non-payment of any service bill or if all payments are not made concurrently. The Utility shall not reestablish or reconnect wastewater service, reuse water service and/or water service until such time as all outstanding service bills and charges are paid in full.

(12) In the event that a Customer fails to timely pay when due any installment of a special assessment or other contracted for payment, charge or fee, which is required pursuant to any Developer Agreement or attachment thereto or fails to timely pay when due any other cost, charge or fee to Utility provided for under the Rate Resolution or Utility's Service Availability Policy, then the Utility may, in the discretion of the Executive Director or his/her designee, after written demand has been made for the payment of such past due amount and 30 days has elapsed, file notice of the Authority's statutory and contractual lien against the Customer's interest in the property, which is served by the Utility pursuant to such Developer Agreement, with the Clerk of the Circuit Court in the Official Records maintained for the county in which the subject property is situated. In the event that the lien once filed is not satisfied in full within one (1) year of the date of its initial filing in the Official Records, then upon the approval of the Board of Supervisors of the Authority, such lien may be foreclosed by the Utility in the manner provided by applicable law. Such lien shall secure, and the Customer shall be responsible for all interest, attorney's fees and costs with respect to such unpaid amounts, under Chapter 94-491, Laws of Florida, Special Acts of 1994.

(13) Notwithstanding any contrary provision contained herein, any Customer who is retired, on a limited, fixed, income, and 62 years of age or older, which reasonably impairs the ability of the Customer to timely pay its current service bill(s) to the Utility as the same become due, may apply for payment of water, reuse water and/or wastewater service bills under the Authority's "Golden Opportunities Plan" (herein so called). All plan applicants must meet the reasonable requirements for plan admission as established from time to time by the Executive Director, which at a minimum shall include completion and submission of a signed, written application to participate in the Golden Opportunities Plan, and proof of age of the applicant (i.e., either a photocopy of birth certificate or driver's license). Applications may be completed in person at the Authority's main office, mailed to the Authority at any time, or submitted with the Customer/applicant's next water, reuse water and/or wastewater service bill payment. The Authority reserves the right to deny any application to participate in the Golden Opportunities Plan. Upon admission to the Golden Opportunities Plan, the Customer/plan participant is provided with an extension of twenty-one (21) days beyond the due date applicable to non-plan Customers within which to pay their current water and/or wastewater service bill. If payment in full is not received by the end of such twenty-one (21) day period, then a late charge will be added to the Customer/plan participant's water, reuse water and/or wastewater service bill, and the total delinquent account shall be assigned for collection to the Authority's customer service department for immediate collection or disconnection. Service charges for non-payment shall be imposed as set forth in Exhibit "A" attached hereto and hereby incorporated by reference for any disconnection and for reconnection.

(14) Change of Occupancy. When a change of occupancy takes place on any premises supplied by the Utility with water, reuse water and wastewater service, written notice thereof shall be given at the office of the Utility not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all water, reuse water and/or wastewater service rendered on such premises until such written notice is so received by the Utility and the Utility has had reasonable time to discontinue the water, reuse water and/or wastewater service. However, if such written notice has been received, the application of such a succeeding occupant for water, reuse water and wastewater service will automatically terminate the prior account. Customer's prepaid base facility charge may be transferred from one service location to another, if both locations are supplied water, reuse water and/or wastewater service by the Utility, as applicable to such service(s) being provided to the service locations. Customer's prepayment may not be transferred from one name to another. Notwithstanding the above, the Utility will accept telephone orders, for the convenience of its Customers, to discontinue or transfer water, reuse water

and wastewater service from one service address to another and will use reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Utility.

(15) **Unauthorized Connections.** Connections to the Utility's water, reuse water and wastewater system for any purpose whatsoever are made only by employees of the Utility. Any unauthorized connections to Customer's water, reuse water or wastewater service shall be subject to immediate discontinuance without notice. Water, reuse water and wastewater service shall not be restored until such authorized connections have been removed and until settlement is made in full to the Utility for all water, reuse water and wastewater service estimated by the Utility to have been used by reason of such unauthorized connection. Without limiting the generality of the foregoing, this provision also shall apply to illegal or improper cross-connections of other water systems, wastewater systems, reuse systems, wells or Customer or other third party facilities or apparatus to the Utility's water, reuse water and/or wastewater system.

(16) **Adjustment of Bills.** When a customer has been overcharged or undercharged as a result of an incorrect application, the application of an incorrect rate schedule, incorrect reading of a water meter, reuse water meter, or other similar reasons, the amount may be credited or billed to Customer in accordance with the policies of the Utility. The Utility may adjust a customer's bill to correct errors resulting from inaccurate water and reuse water meters. The Utility shall determine a meter's accuracy based upon acceptable accuracy limits normally adhered to by water, reuse water and/or wastewater service providers. The Utility shall refund to a customer overcharges, or may bill a customer for undercharges, which have arisen as a result of a meter registering outside of acceptable accuracy limits. Excess amounts billed to Customers in error due to inaccurate meters shall be refunded to Customers, said refund to be limited to one-half the period since the last meter test, said one-half period not to exceed six (6) months. The Utility may refund any overcharge resulting from an inaccurate meter if the period during which the overcharge occurred can be reasonably and accurately ascertained. In no event shall a refund include any part of any minimum charge. The Utility may bill a Customer for any undercharge caused by an inaccurate meter, said amount to be limited the unbilled amount for one-half the period since the last meter test, said one-half period not to exceed six months. The Utility may bill any undercharge resulting from an inaccurate meter if the period during which the undercharge occurred can be reasonably and accurately ascertained. In the event of a non-registering meter, a customer may be billed on an estimate based upon previous bills for similar usage, such estimate based to apply only to the current billing period. The Utility may bill a Customer for unauthorized use based upon a reasonable estimate of the service taken.

Notwithstanding anything contained herein to the contrary, a Customer may appeal any bill, adjustment or refusal of Utility staff to make an adjustment, to the Board of Supervisors or to Utility staff, pursuant to the provisions of, as permitted by, and in accordance with the procedures set forth in, the Utility's separate Customer Account Adjustment Policy, which was originally adopted by the Utility's Board of Supervisors as Resolution No. 2000/2001-04 on November 8, 2000, as the same may be amended from time to time, which is on file with the Recording Secretary for the Authority and is available for review during normal working hours of the Authority, and which, as most then recently amended, is hereby incorporated by reference.

#### SECTION 4. WATER SYSTEM RATE SCHEDULE.

(1) Schedule. The Board of Supervisors of the Authority hereby adopts the water system rate schedule set forth herein. The rates, fees and charges in the following schedule shall apply to each Customer of the water system beginning with the charges payable by Customer in connection with the first reading of Customer's water meter by the Utility or the first billing by the Utility after the Utility acquires title to the water system. The base facility charge shall be billed and collected in advance. The gallonage charge shall be billed and collected in arrears. The water system quarterly rate schedule is set forth on Exhibit "A", which is attached hereto and hereby incorporated by reference.

(2) Bulk Water Rates. Bulk or wholesale water rates shall be calculated to reflect Utility's cost of providing water to those entities entering into an agreement with the Utility. Such rates will be determined on an individual basis by the Utility.

(3) Interrupted Service. Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge during that period of interruption. Any customer who attempts to circumvent this charge by closing their account at time of temporary departure and then returning as a new customer will be held liable for the Base Facility Charge during the disconnected period of time. The payment of the Base Facility Charge will be made quarterly in advance.

(4) Seasonal Rate. Any Customer who requests that service be interrupted on a temporary basis exceeding one full month will be charged a seasonal rate. The Seasonal Rate charged will be equal to the Base Facility Charge referenced above.

(5) Terms of Payment. Except as otherwise provided under Section 3.(13), above, for participants in the Authority's Golden Opportunities Plan, bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. Service may be discontinued for nonpayment after five (5) working days written notice. Such notice shall be separate and apart from any bill for service.

(6) Annual Index Adjustment. The Board of Supervisors of the Clay County Utility Authority hereby authorizes and approves an automatic annual rate adjustment applicable to all water rates, fees and charges for utility services as necessary to provide for increases in expenses due to inflation or other such factors, so as to always ensure adequate net revenues from existing ERC's that will pay for inflationary increases in operation and maintenance of the system and to provide all debt service coverage requirements of the Utility. The automatic annual rate adjustment factor shall be calculated based upon the net increase in the operating and maintenance budget as follows: (i) Personnel Services; (ii) Operational Expenses and (iii) Operating Capital Expenses. The automatic index adjustment shall be determined on an annual basis and shall become effective October 1st of each fiscal year. Annual index adjustments shall not exceed the consumer price index as published by the University of Florida, Bureau of Economic and Business Research (Jacksonville Region) or another price index factor adopted by the Board.

## SECTION 5. WASTEWATER SYSTEM RATE SCHEDULE.

(1) Schedule. The Board of Supervisors of the Authority hereby adopts the wastewater system rate schedule set forth herein. The rates, fees and charges in the following schedule shall apply to each customer of the wastewater system beginning with the charges payable by Customer in connection with the first reading of Customer's water meter by the Utility or the first billing by the Utility after the Utility acquires title to the wastewater system. The base facility charge shall be billed and collected in advance.

The gallonage charge shall be billed and collected in arrears. The wastewater system quarterly rate schedule is attached hereto as Exhibit "A" and hereby incorporated by reference.

(2) Bulk Wastewater Rates. Bulk or wholesale wastewater rates shall be calculated to reflect Utility's cost of providing wastewater service to those entities entering into an agreement with the Utility. Such rates will be determined on an individual basis by the Utility.

(3) Interrupted Service. Any Customer who requests that service be interrupted any length of time will pay the Base Facility Charge during that period of interruption. Any customer who attempts to circumvent this charge by closing their account at time of temporary departure and then returning as a new customer will be held liable for the Base Facility Charge during the disconnected period of time. The payment of the Base Facility Charge will be made quarterly in advance.

(4) Seasonal Rate. Any Customer who requests that service be interrupted on a temporary basis exceeding one full month will be charged a seasonal rate. The Seasonal Rate charged will be equal to the Base Facility Charge referenced above.

(5) Terms of Payment. Except as otherwise provided under Section 3.(13), above, for participants in the Authority's Golden Opportunities Plan, bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. Service may be discontinued for nonpayment after five (5) working days written notice. Such notice shall be separate and apart from any bill for service.

(6) Annual Index Adjustment. The Board of Supervisors of the Clay County Utility Authority hereby authorizes and approves an automatic annual rate adjustment applicable to all wastewater rates, fees and charges for utility services as necessary to provide for increases in expenses due to inflation or other such factors, so as to always ensure adequate net revenues from existing ERC's that will pay for inflationary increases in operation and maintenance of the system and to provide all debt service coverage requirements of the utility. The automatic annual rate adjustment factor shall be calculated based upon the net increases in the operating and maintenance budget as follows: (i) Personnel Services; (ii) Operational Expenses; and (iii) Operating Capital Expenses. The automatic index adjustment shall be determined on an annual basis and shall become effective on October 1<sup>st</sup> of each fiscal year. Annual index adjustments shall not exceed the consumer price index as published by the University of Florida, Bureau of Economic and Business Research (Jacksonville Region) or another price index factor adopted by the Board.

## SECTION 6. REUSE WATER POLICY AND SYSTEM RATE SCHEDULE.

(1) Policy. A portion of the Utility's system generates highly treated reclaimed water (or "reuse water") suitable for controlled irrigation use by and for agricultural, commercial, residential or industrial developments or other appropriate uses. Treatment and distribution of reuse water is regulated by the FDEP, pursuant to applicable state law and regulations. All developments and property subject to the Utility's Reuse Policy, originally adopted by Resolution 97/98-07, and amended and restated by Resolution No. 97/98-10, which policy is hereby incorporated by reference, shall be subject to the mandatory installation and use of reclaimed water facilities, and the Customers of such developments shall be subject to the payment of the retail reclaimed water rates and charges set forth in Section 6.(2), below. Resolution No. 97/98-07 and Resolution No. 97/98-10, as the same may be amended from time to time, are on file with the Recording Secretary for the Authority and are available for review during normal Authority operating hours.

Other developments may elect to optionally install reuse lines, and shall reserve reuse water capacity by entry into an Effluent Reuse Agreement or bulk rate service agreement for reuse water with the Utility outlining the terms, conditions and obligations under which such service will be provided.

(2) **Schedule.** The Board of Supervisors of the Authority hereby adopts the reuse water system rate schedule set forth herein. The rates, fees and charges in the following schedule shall apply to each customer of the reuse water system beginning with the charges payable by Customer in connection with the first reading of Customer's water meter by the Utility or the first billing by the Utility after the Utility acquires title to the water system. The base facility charge shall be billed and collected in advance. The gallonage charge shall be billed and collected in arrears. The reuse water system quarterly rate schedule is set forth on Exhibit "A" and is hereby incorporated by reference.

(3) **Bulk Reclaimed Water Rates.** Bulk or wholesale reuse water rates shall be calculated to reflect Utility's cost of providing water to those entities entering into an agreement with the Utility. Such service shall be master metered for further distribution by the contracting party to the ultimate user. The bulk or wholesale reuse water rates shall be as set forth on Exhibit "A" and is hereby incorporated by reference.

(4) **Additional fees, charges, credits, surcharges, and rates.** In addition to the foregoing, all Customers and Applicants shall be subject to the Service Availability charges, credits, surcharges, rates and fees applicable to the Utility's reuse system, as set forth in the Utility's Reuse Policy, including without limitation the reuse water system credit provided to a Customer who develops a single family residential development which uses the Utility's reuse water system throughout, the reuse meter installation credit provided to a Customer who builds and installs on site irrigation systems and connect to the Utility's reuse water system, and the surcharge for development of the Utility's reuse water system, which is applicable to all developments which do not install piping for use of the Utility's reuse water system throughout, all as set forth in attached Exhibit "A".

(5) **Interrupted Service.** Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge during that period of interruption. Any customer who attempts to circumvent this charge by closing their account at time of temporary departure and then returning as a new customer will be held liable for the Base Facility Charge during the disconnected period of time. The payment of the Base Facility Charge will be made quarterly in advance.

(6) **Seasonal Rate.** Any customer who requests that service be interrupted on a temporary basis exceeding one full month will be charged a seasonal rate. The Seasonal Rate charged will be equal to the Base Facility Charge referenced above.

(7) **Terms of Payment.** Except as otherwise provided under Section 3.(13), above, for participants in the Authority's Golden Opportunities Plan, bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. Service may be discontinued for nonpayment after five (5) working days written notice. Such notice shall be separate and apart from any bill for service.

(8) **Annual Index Adjustment.** The Board of Supervisors of the Clay County Utility Authority hereby authorizes and approves an automatic annual rate adjustment applicable to all reuse water rates, fees and charges for utility services as necessary to provide for increases in expenses due to inflation or other

such factors, so as to always ensure adequate net revenues from existing ERC's that will pay for inflationary increases in operation and maintenance of the system and to provide all debt service coverage requirements of the Utility. The automatic annual rate adjustment factor shall be calculated based upon the net increase in the operating and maintenance budget as follows: (i) Personnel Services; (ii) Operational Expenses and (iii) Operating Capital Expenses. The automatic index adjustment shall be determined on an annual basis and shall become effective October 1st of each fiscal year. Annual index adjustments shall not exceed the consumer price index as published by the University of Florida, Bureau of Economic and Business Research (Jacksonville Region) or another price index factor adopted by the Board.

#### SECTION 7. MISCELLANEOUS CHARGES.

(1) Initial Connection. There shall be a charge for service initiation at a location where service did not exist previously, as set forth in attached Exhibit "A".

(2) Normal Reconnection. There shall be a charge for transfer of service to a new customer account at the same location or reconnection of service subsequent to a customer requested disconnection, as set forth in attached Exhibit "A".

(3) Violation Reconnection. There shall be a charge for reconnection subsequent to disconnection of service for cause including a delinquency in bill payment, as set forth in attached Exhibit "A". If a customer has wastewater service only, the violation reconnection charge will be the actual cost of discontinuing and restoring service. In such an instance, these Customers shall be sent an estimate of the cost to discontinue and restore service along with the notice of discontinuance of service.

(4) Premises Visit Charge (In Lieu of Disconnection or in addition to Cross-Connection Charges). There shall be a charge as set forth in attached Exhibit "A" in the event a service representative visits a Customer's premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

(5) After Hours or Same Day Premises Visit Surcharge. There shall be an additional surcharge as set forth in attached Exhibit "A" for any after hours premises visit under any other subsection of this Section 7, or for any same day service requested by Customer.

(6) Cross-Connection Charges. In addition to all other charges provided for herein, any Customer responsible for creating or maintaining an illegal or improper cross-connection of any water systems, wastewater systems, reuse water systems, wells, septic tanks or drain fields, or other Customer or third party facilities or apparatus, to the Utility's water, reuse water and/or wastewater system, shall be responsible for any and all damages resulting therefrom to the Utility's water, reuse water and/or wastewater system(s), or to any other Customer's or Property Owner's property or facilities, and shall bear all cost and expense of testing and restoring any facilities or service affected or threatened by such cross-connection. Any such amounts due hereunder shall be paid to the Authority immediately upon demand, and if not paid upon demand, the responsible Customer shall be subject to the full range of rights and remedies available to the Authority for collection of unpaid Customer accounts.

(7) Returned Check Charge. There shall be a charge as allowed under section 68.065, Florida Statutes, for each check returned to the Utility as a result of insufficient or non-collective funds. The fee shall be as set forth in attached Exhibit "A" for each returned check received by the Utility. Customer will also be assessed additional service charges for notification and for disconnection resulting from the returned check in accordance with attached Exhibit "A".

(8) Customer Deposits. It is the policy of the Utility to require Customers of the System to pay the base facility charge portion of their service fees in advance to the next billing date. In addition, the Utility shall require additional security for the payment of the services it renders for all new accounts, including transfers, and existing accounts that become delinquent and require a field visit. The security deposit amount applicable for water Customers shall be as set forth in Exhibit "A" for Customers verifying its Social Security Number (Note: date of birth verification is also required for a Customer who is one or more natural persons), and as separately set forth in Exhibit "A" for Customers not providing a Social Security Number. The security deposit amount applicable for wastewater Customers shall be as set forth in Exhibit "A" for Customers providing a Social Security Number, and as separately set forth in Exhibit "A" for Customers not providing a Social Security Number. An additional deposit will be required for accounts that become delinquent twice within one (1) calendar year. The additional deposit will be the equivalent of the Customer's current deposit on hand. For purposes of determining security deposit amounts, ERCs (Equivalent Residential Connections) shall be determined based on American Water Works meter size equivalent factor.

The Utility shall impose a hydrant meter deposit based on its then current Fire Hydrant Policy, as amended from time to time. The current hydrant meter deposit amounts are set forth in attached Exhibit "A".

The Utility shall credit or pay the Customer's account interest at an annual interest as set forth in Exhibit "A" for deposits held at least six months. Cash or equivalent will be the only acceptable methods of deposit.

Cash or cash equivalent will be the only acceptable methods of deposit. However, the Executive Director of the Authority is authorized to accept, in the Executive Director's reasonable discretion, an assignment of a bank account, certificate of deposit or other recognized security, in face amount equal to the monetary amount required to be deposited. The security deposit will be credited or refunded along with accrued interest, if any, on the Customer's final bill, after discontinuance of service.

(9) Guaranteed Revenue. The Utility may collect a guaranteed revenue charge to recover certain carrying costs of maintaining plant capacity prior to connection. The obligation to pay guaranteed revenue shall be determined on a case by case basis. Developers or others bound by contract to pay guaranteed revenue shall continue to pay the same in accordance with the obligations set forth in such contract.

(10) Pass Through of Third Party Costs, Franchise Fees and Charges. In the event that any third party imposes or attempts to impose any cost, franchise fee and/or other charge directly related to the Utility's presence, operation, provision of service to particular Customers or a particular geographic area, or related to the Utility's use of that third party's services, property, governmental benefits, or other thing(s) of value, in connection with the Utility's provision of service to particular Customers or a particular geographic area, then the Utility shall prorate the cost, franchise fee and/or other charge being imposed, and the cost of

challenging, complying with and administering the same, and any laws, ordinances or rules related thereto, among the identifiable affected Customers or Customers of the identifiable affected geographic area being served by the System subject to such franchise fee or charge, and the Utility shall regularly bill and collect such prorated costs from those Customers. Without limiting the generality of the foregoing, this section shall specifically apply to all costs, fees and charges imposed, directly or indirectly, by The City of Jacksonville Ordinance No. 2001-427-E, and any successor or amending ordinance thereto, and any rules, regulations, policies and/or practices promulgated pursuant thereto, and/or in the challenge of such ordinance, rules, regulations, policies and/or practices, with respect to the Utility's operation of that portion of the System situate in Duval County, Florida.

(11) Recording Fees and Documentary Stamp Taxes. Customers shall be responsible for the entire cost of recording fees and documentary stamp taxes for Developer Agreements, grants of easements, quitclaim deeds, rights of way, amendments or supplemental agreements thereto, and similar instruments recorded in the appropriate public records for the county(ies) in which the Utility provides service, if such instrument is being required by the Utility as a condition of service. Corrective documents, required to be recorded due to no fault of the Customer, shall be recorded at the cost of the Utility. If land or easements are being purchased by the Utility, the Executive Director, subject to Board approval, shall have the right to negotiate which party shall bear those costs.

(12) Additional Service Charges for All Customers & All Systems. In addition to the foregoing, the miscellaneous service charges for all customers and all systems shall be imposed and collected, as set forth in Exhibit "A" as attached hereto and which is hereby incorporated by reference.

#### SECTION 8. METER TESTING.

If any customer requests a test of its water meter or reuse water meter, the Utility will require a deposit to defray the cost of testing; such deposit shall not exceed the applicable schedule of fees for specified meter sizes as set forth in attached Exhibit "A". The fee is retained by the Utility only if the test shows that the meter is registering within the acceptable accuracy limits as established by the Utility. If the meter is determined by the Utility to be registering outside of the acceptable accuracy limits, the meter test service fee will be refunded and an adjustment is made to the bill for the proper amount of water or reuse water consumption, as the case may be.

#### SECTION 9. METER REREADS AND SPECIAL READS.

Upon request of a customer, the Utility shall, without charge, reread Customer's meter to determine if the initial reading was accurate, provided that a customer request for a meter reread has not been made during the preceding twelve (12) months. Should a customer request to have the meter reread more frequently than once every twelve (12) months, Customer shall pay a charge for each additional reread as set forth in attached Exhibit "A". If Customer-requested reread of the meter results in a corrected bill, the meter reread charge shall be refunded and Customer will be rendered a corrected bill. Upon request of a customer to have a special meter reading performed which is not a part of the monthly readings during the normal billing cycle, Customer shall pay a charge of twenty-five dollars (\$25.00) for the special reading.

#### SECTION 10. FIRE PROTECTION SERVICE.

A one-time initial capacity cost recovery charge is assessed to Customers who have fire lines or standpipes located upon or within their premises or privately owned hydrants maintained by the Utility as set forth in attached Exhibit "A".

SECTION 11. WATER, REUSE WATER AND WASTEWATER CONNECTION CHARGES; ADOPTION; TIME OF PAYMENT; AND CONNECTION FEES ACCOUNTS.

(1) Adoption. The Utility hereby adopts and establishes pursuant to general law, a water connection charge, wastewater connection charge and reuse water connection charge, the purpose of which will be to finance capital expenditures and the payment of Utility indebtedness associated with the expansion of the Utility's water and reuse water supply, treatment and transmission system and the wastewater transmission, treatment, and effluent disposal system. The connection charges imposed by the Utility shall be as set forth in Exhibit "A", attached hereto and made a part hereof.

(2) Applicability. Except for existing Customers, or those Customers who have previously paid connection or plant capacity charges to the previous owner of the utility, the connection charges set forth herein shall be paid by new Customers who request service from the Utility.

(3) Time of Payment. All water, reuse water and wastewater connection charges referenced in this section shall be paid at the time Customer and the Utility execute an agreement concerning the provisions of utility service, or such other time as may be specifically provided in the Utility's Service Availability Policy.

(4) Connection Fees Accounts. The water connection charges collected pursuant to this Resolution shall be deposited into an account called the "Clay County Utility Authority Water Connection Fees Account", reuse connection charges shall be likewise deposited into an account called the "Clay County Utility Authority Reuse Water Connection Fees Account", and the wastewater connection charges shall be likewise deposited into an account called the "Clay County Utility Authority Sewer Connection Fees Account." The water connection charges so deposited shall be used for the purposes set forth in the Bond Resolution and thereafter for acquisition, improvement and expansion of the Utility's water system. The reuse water connection charges so deposited shall be used for the purposes set forth in the Bond Resolution and thereafter for acquisition, improvement and expansion of the Utility's reuse water system. The wastewater connection charges so deposited shall be used for the purposes set forth in the Bond Resolution and thereafter for the acquisition, improvement and expansion of the Utility's wastewater system. The above-referenced charges may also be used for any other lawful purpose relating to the System. Notwithstanding the foregoing, however, the Authority acknowledges that Florida law currently restricts the use of charges such as the Connection Fees to expanding the facilities and/or capacity of the System, or for the payment of debt service on obligations issued to acquire excess plant and capacity or to build expanded plant and capacity.

SECTION 12. DETERMINATION OF EQUIVALENT RESIDENTIAL CONNECTION FACTORS FOR WATER, REUSE WATER AND WASTEWATER SERVICES.

(1) For purposes of calculating and imposing the water, reuse water and wastewater connection charge provided for herein, the ERC factor for any particular connection shall be calculated and imposed in the manner provided as follows:

<u>Establishment</u>	<u>Unit</u>	<u>ERC Factor</u>
Residential		
Single Family Home	Per Unit	1.000
Duplex (1 or 2 bedrooms)	Per Unit	0.833
Duplex (3 or more bedrooms)	Per Unit	1.000
Multi-Family (1 or 2 bedrooms)	Per Unit	0.833
<u>Establishment</u>	<u>Unit</u>	<u>ERC Factor</u>
Multi-Family (3 or more bedrooms)	Per Unit	1.000
Mobile Home (1 or 2 bedrooms)	Per Unit	0.667
Mobile Home (3 or more bedrooms)	Per Unit	0.833
Commercial		
Auditorium/Meeting Rooms	Per Seat	0.019
Barber/Beauty Shop	Per Opr. Seat	0.340
Food Service		
Restaurant/Cafeteria	Per Seat	0.113
Restaurant (24 hours)	Per Seat	0.189
Restaurant ("Fast Food")	Per Seat	0.057
Bar/Cocktail Lounge	Per Seat	0.075
Office Building (not including food service and retail space)	Per 100 Sq. Ft.	0.038
Service Station	Per Bay	1.132
Add	Per Wash Bay	3.663
Add	Per Toilet	1.132
Theater	Per Seat	0.012
Dinner Theater	Per Seat	0.075
Trailer Park (Overnight)	Per Space	0.377
Dentist Office	Per Dentist	0.943
	Per Wet Chair	0.755
Doctor Office	Per Doctor	0.943
Church	Per Seat	0.011
Schools (Middle & High)	Per Student	0.075
Schools (Elementary, Day Care & Nursery)	Per Student	0.028

Schools (Boarding)	Per Student	0.472
Laundry (Self-Service)	Per Machine	1.510
Retail Store w/ Self Service Gas Pumps (Add remaining fixture units) (Without pumps use fixture units)	Per Restroom	1.500
<u>Establishment</u>	<u>Unit</u>	<u>ERC Factor</u>
Automotive Repair & Maintenance Stores	Per Bay	0.500

(2) The "total equivalent residential connection value" for an establishment shall be calculated by multiplying the ERC factor listed above by the number of units, and shall be rounded up to the nearest 0.5 ERC factor.

(3) One (1) equivalent residential connection ("ERC") shall, for the purposes of this Section, have an assigned value of 1.00. For wastewater service capacity, one (1) ERC is hereby established and determined to be equal to a flow of 311 gallons per day, average annual basis. For water service capacity, one (1) ERC is hereby established and determined to be equal to a flow of 450 gallons per day, average annual basis. For reuse water service capacity, one (1) ERC is hereby established and determined to be equal to a flow of 275 gallons per day, average annual basis.

(4) For all establishments not listed above, the total wastewater ERC value for wastewater service capacity shall be determined by multiplying the number of fixture units, as published in the Standard Plumbing Code, by sixteen (16), and then dividing that numerator by 311. The wastewater connection charge shall be determined by multiplying the total ERC value by the wastewater connection charge per ERC.

(5) For all establishments not listed above, the total water ERC value for water service capacity shall be determined by multiplying the number of fixture units, as published in the Standard Plumbing Code, by twenty-four (24), and then dividing that numerator by 450. The water connection charge shall be determined by multiplying the total ERC value by the water connection charge per ERC.

(6) For all establishments not listed above, the total reuse water ERC value for reuse water service capacity shall be determined by dividing the estimated average daily usage per gallon of reuse water determined on an annualized basis for such establishment, by a denominator of 275. The reuse water connection charge shall be determined by multiplying the total ERC value by the reuse water connection charge per ERC.

SECTION 13. ALLOCATION OF WATER, REUSE WATER AND WASTEWATER SERVICE CAPACITY.

(1) No new water, reuse water and/or wastewater service capacity shall be sold until application therefore is received by the Utility, or a Developer Agreement has been entered into between the applicant and the Utility, and the appropriate connection charges received. The Utility may require all information on

said application or agreement that it deems reasonable and necessary, and may reject applications it determines incomplete. Any application or agreement for water, reuse water and/or wastewater capacity shall contain a legal description of the land constituting the area to be served. The legal description shall include only those lands owned by the applicant for which the water, reuse water and/or wastewater service is requested.

(2) The Utility adopts and incorporates herein by reference the Service Availability Policy, and the charges contained therein, set forth as Attachment 1, and the charges contained therein, which policy shall govern the relationship between the Utility and developers or others wishing to connect to the System.

#### SECTION 14. ABNORMAL STRENGTH WASTE SURCHARGE FACTOR.

For those Customers which the Utility has agreed to serve and either Customer or the Utility has determined that the strength of the sewage is greater than 300 parts per million ("ppm") of biochemical oxygen demand ("BOD") or chemical oxygen demand ("COD"), or total suspended solids ("TSS"), then an abnormal strength surcharge will be applied to the quarterly bill. Biochemical oxygen demand or "BOD" means the quantity of oxygen in the biochemical oxidation of the organic matter in the wastewater under standard laboratory procedures in five (5) days at twenty degrees centigrade (20 degrees C), expressed in milligrams per liter. The BOD shall be determined in accordance with procedures set forth in the Standard Methods for the Examination of Water and Wastewater, 18<sup>th</sup> Edition. The greater concentration of either BOD or COD will be used in the surcharge calculation, but not both. The surcharge factor is calculated in the following manner:

Average concentration BOD plus average concentration TSS divided by 600. Multiply the quotient by the wastewater consumption charge to account for the higher BOD and TSS concentrations. Example:

$$[(x+y)/600]*a = \text{Adjusted Wastewater Consumption Charge}$$

Where:

x = Average concentration, BOD or COD

y = Average concentration, TSS

a = Normal wastewater consumption charge.

#### SECTION 15. FIRE HYDRANT METER POLICY AND PROCEDURES.

The Board of Supervisors for the Utility hereby adopt and enact the rates, fees and charges applicable to fire hydrant meter usage, which policy and procedures are adopted and made a part of the Utility's Service Availability Policy. The Authority's Fire Hydrant Meter Policy and Procedures are on file with the Recording Secretary for the Authority and are available for review during normal working hours of the Authority. The rates, fees and charges applicable to that policy and those procedures are attached hereto as Attachment 2 and hereby incorporated by reference.

#### SECTION 16. PERMITTING POLICY, PROCEDURES AND FEES.

By its formal adoption of Resolution No. 2000/2001-08 on July 3, 2001, the Authority has adopted rules to implement the application, processing and issuance of permits for water distribution and wastewater collection system mains 12" in diameter and smaller in size; has provided for plan and specifications supervision by a professional engineer; has adopted forms for use in connection with such self-permitting policy; has established a permitting timeclock; has authorized the issuance, modification and revocation of permits consistent with Florida law; has adopted procedural due process requirements in connection with such permit applications; has adopted the permit application fees as set forth in Resolution No. 2000/2001-08, which are hereby incorporated by reference; and has authorized compliance and enforcement by the Authority with the policies, procedures and requirements of said resolution. Resolution No. 2000/2001-08, as the same may be amended from time to time, is on file with the Recording Secretary for the Authority and is available for review during normal Authority operating hours.

SECTION 17. ENFORCEMENT; VIOLATIONS; PENALTIES.

The provisions of this Rate Resolution shall apply equally to all System Customers, regardless of Utility District, except as specifically set forth herein. Violations of the provisions of this Rate Resolution or failure to comply with any the requirements set forth herein, including violation of conditions of any wastewater disposal permit shall be prosecuted as provided by law. Each day such a violation continues shall be considered a separate event. Nothing herein contained shall prevent the Utility from taking such other lawful actions as is necessary to prevent or remedy any violations, including seeking injunctive relief in a court of competent jurisdiction, or terminating service as permitted by law or hereunder. Additional fees, penalties and charges may be set forth on attached Exhibit "A".

SECTION 18. LIBERAL CONSTRUCTION AND INTERPRETATION.

In the interpretation and application of this Resolution, all provisions shall be considered as a minimum requirement, liberally construed in favor of the Utility, and deemed neither to limit nor repeal any other powers granted under state law. This Resolution is cumulative and supplemental to existing Utility laws, ordinances, resolutions, rules and regulations. Where this Resolution and the provisions contained herein conflict of overlap with any Utility law, ordinance, resolution, rule or regulation, whichever imposes the more stringent restriction shall prevail.

SECTION 19. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Resolution if for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 20. CONFLICTS.

In the event of any conflict between the provision of this Resolution and any other resolution or portions thereof, except as may be otherwise provided by Section 15, above, the provisions of this Resolution shall prevail to the extent of such conflict.

SECTION 21. DEFERRAL OF CONNECTION CHARGE INCREASES FOR

CERTAIN PROJECTS.

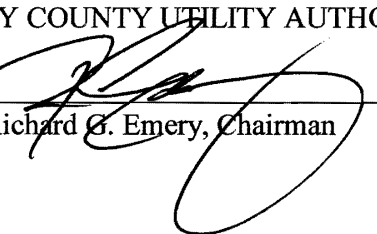
The portion of any project formally filed with the Clay County Development Review Committee (DRC) or a City DRC prior to September 30, 2006, for which the Authority has already received completed plans acceptable to the Authority and a properly executed Developer Agreement, along with payment of all Developer Agreement charges, and commencement of water, wastewater, and reclaimed water construction occurs prior to September 30, 2007, will qualify for the connection charges which are in effect prior to October 1, 2006, as set forth in Authority Resolution No. 2005/2006-01. However, connection charges under Rate Resolution, No. 2005/2006-01, as the same may be amended and supplemented from time to time, shall apply to all other Developer Agreements entered into on or after the October 1, 2006 effective date, or for such developments under previously executed Developer Agreements, which do not meet the requirements of the preceding sentence of this Section 21.

SECTION 22. EFFECTIVE DATE.


Based on the Board of Supervisors' prior informal action on September 15, 2009, approving the proposed Fiscal Year 2009-2010 rates, fees and charges, this Resolution shall take effect on October 1, 2009.

DULY ADOPTED by the Board of Supervisors, Clay County Utility Authority, on October 6, 2009, to be effective as of October 1, 2009.

BOARD OF SUPERVISORS  
CLAY COUNTY UTILITY AUTHORITY

By:   
Richard G. Emery, Chairman

ATTEST:

By:   
Janice Loudermilk, Secretary  
Clay County Utility Authority

(Seal)



Attachment 1

**CLAY COUNTY UTILITY AUTHORITY**  
**SERVICE AVAILABILITY POLICY**

This Service Availability Policy of the Clay County Utility Authority is attached to, and made a part of, the Rate Resolution of the Authority, Resolution No. 2009/2010-01. All terms not otherwise defined in this Attachment 1 shall have the same meaning as assigned to them in the Rate Resolution.

1. GENERAL INFORMATION

It is the Utility's intention to provide service throughout its service area as requested, providing that it is economically feasible to do so.

2. AVAILABILITY

- A. Water, reuse water and wastewater service will be made available by the Utility throughout the Utility's service territory, subject to any outstanding interlocal agreements or other contracts or franchises awarded by the Utility to third parties. The Utility will evaluate each request for service as to its feasibility. If the Utility determines that it is not economically feasible to serve such territory in accordance with its Rate Resolution and this Service Availability Policy, and if the parties agree, the Utility will prepare a special agreement setting forth terms, outside the scope of Utility's Service Availability Policy, by which it can provide service, either through bulk service or some other arrangement. The reasonable cost of preparation of such special agreement shall be reimbursed to the Utility from the Applicant seeking service.
- B. Certain areas within the Utility's service territory may have developed in whole or in part without central water, wastewater and/or reuse water service, and are currently using private wells and septic tanks. If such unserved area is located in the vicinity of existing Utility appurtenances, so that it is economically feasible to extend service to such area, application may be made for service by an affected owner or purchaser under a pending contract of sale or contract for deed to such area, pursuant to the Utility's In-Fill Projects Fund Policy Statement formally adopted, amended and restated by the Board of Supervisors for the Authority on May 4, 1999, in Resolution No. 98/99-09, which is available for review at the Utility office and which is hereby incorporated by reference. Customers connecting to the Utility's water, wastewater and/or reuse water system(s) pursuant to such In-Fill Projects Fund Policy shall be required to pay the costs, fees, charges and rates set forth in the Utility's then current Rate Resolution, to comply with the then current In-Fill Projects Fund Policy Statement, and also pay the Utility's carrying costs, interest, fees, charges, and rates as provided for in the then current In-Fill Projects Fund Policy Statement.
- C. The Middleburg Service Area of the Utility, as defined and established by the Board of Supervisors for the Utility in Resolution No. 98/99-10, which is available for review at the Utility office and which is hereby incorporated by reference, has been identified by the Utility for a special expenditure of funds for utility infrastructure development and plant

construction. Customers connecting to the Utility's water, wastewater and/or reuse water system(s) within the Middleburg Service Area shall be required to pay the costs, fees, charges and rates set forth in the Utility's then current Rate Resolution, to comply with the requirements of Resolution No. 98/99-10, as amended, and also pay the Utility's prorated infrastructure development costs, carrying costs, interest, fees, charges, and rates as provided for in Resolution No. 98/99-10, as amended. For Fiscal Year 2009/2010, the carrying charge for the Middleburg Service Area Policy and the Infill Policy and the financing charge for the same each are set forth in Exhibit "A" attached hereto and made a part hereof. Also, the current fiscal year distribution and collection infrastructure charge per acre for the Middleburg Service Area for water and for wastewater are set forth in Exhibit "A" attached hereto and made a part hereof.

### 3. OBLIGATIONS OF THE UTILITY

It shall be the Utility's obligation to analyze, evaluate, and respond to all requests for extension of its services where extensions to specific locations are requested. Once the Applicant has provided the Utility all of the information that is necessary for the Utility to evaluate the extension of service, it shall be the Utility's obligation to provide a firm price to the Applicant for such service extension including construction cost estimates, where applicable, connection or plant capacity charges, and any other approved charges for such service extensions.

### 4. OBLIGATIONS OF DEVELOPER

It shall be the Applicant's obligation to provide the Utility with all of the information the Utility needs in order to evaluate the feasibility and cost of providing service. Such information shall include, but not be limited to, (1) location of project, (2) survey of property, (3) complete plans and specifications for project, including drainage plans, (4) flow data, (5) type of facilities to be installed, (6) metering arrangement, (7) size of project, (8) description of waste to be discharged into Utility's wastewater system, including chemical analysis of such wastewater if it is other than domestic wastewater, (9) complete legal names of Applicant and/or Owner, including addresses, type of business entity, and state in which said entity was created, (10) estimated date that service is needed, (11) type of services requested, (12) landscape irrigation watering plan, (13) reuse facilities design, (14) internal fire flow requirements, etc.

It shall be the Applicant's and the Utility's responsibility to execute all water, reuse water and wastewater agreements, contracts, and easements which are necessary in order for the Utility to provide service to the Applicant's property and/or project. For purposes of illustration and not limitation, the Applicant and the Utility shall be required to execute, in accordance with the Utility's Resolution No. 97/98-08, which is available for review at the Utility office and is hereby incorporated by reference, a letter agreement in the form required by the Executive Director or his/her designee, prior to the Utility executing any notification or application for a Florida Department of Environmental Protection permit for the construction or extension of water and/or wastewater facilities with respect to the Applicant's project, and (ii) a Developer Agreement in the form prescribed by the Executive Director of the Utility or his/her designee, and the Applicant shall pay to the Utility all of the appropriate fees and charges set forth in such Developer Agreement, prior to the commencement of construction of the water, reuse water and/or wastewater facilities to be owned and maintained by the Utility, for the project. The Utility shall not be obligated to provide service to an Applicant that fails to timely satisfy the foregoing conditions for service.

5. ON-SITE FACILITIES

It shall be the Applicant's responsibility to pay the entire cost of the on-site water, reuse water and/or wastewater facilities that are necessary to provide service to Applicant's development. On-site facilities are those located within the property for which the Applicant is requesting service. Such on-site facilities shall include the facilities which are necessary to accommodate Utility's Master Plan which may require each development to extend the Master Planned mains across their property and to provide stubs to adjacent properties, as necessary, to loop service and/or ensure that service can be made available to adjacent properties. Such on-site facilities that the Utility accepts for ownership and maintenance, shall be donated to the Utility by the property/project owner. If on-site temporary pump stations or backflow prevention devices are required, they shall be paid for 100% by the Applicant, without any provision for refund.

6. OFF-SITE FACILITIES

Off-site facilities are those located outside the property for which the Applicant is requesting service which are necessary to connect and transmit water, reuse water or wastewater to or from the Utility's facilities. Where off-site extensions are required in order to service Applicant's development and such off-site mains will be used strictly for the Applicant's development, then the total cost of such off-site extension shall be paid for entirely by the Applicant, and if the Utility agrees to accept them for ownership and maintenance, the property/project owner shall donate them to the Utility. In such situations, there will be no refundable agreement. This provision shall not preclude the Utility from connecting to such systems for the purpose of master planning looped service to the area.

7. CONSTRUCTION OF OVERSIZED FACILITIES

Where pump stations, on-site force mains, and other facilities are master planned to serve substantial developments other than that required for the Applicant requesting service, then such Applicant, who requests service, may be required to pay the entire cost of the oversized facilities. In such event the area to be serviced by such oversized facilities will be identified and a basis for equitable allocation of the cost will be established. The Applicant, who advances the cost of such facilities, will be refunded without interest as other developments pay their pro rata share of the oversized facilities in accordance with the provisions of the "Refundable Advances" section in Paragraph 8 herein.

Where off-site extensions are required in order to service Applicant's development and such off-site mains are sized so that they can be utilized by other properties not owned by the Applicant, then the Applicant, who is requesting service, may be required by the Utility to front the fixed charge quotation of Utility or the contract cost of Applicant's contractor for such mains. In such event, the Utility and Applicant will enter into a refundable agreement, as described in Paragraph 8 herein.

Should situations arise where it is more practical for Utility to advance the excess fixed charge quotation of Utility or the contract cost of Applicant's contractor of permanent pump stations, force mains, and other oversized facilities, and where such property to be served by the oversized facilities would normally be required to pay all such charges for the on-site and off-site mains, then in those situations, the Utility will be allowed to prorate such charges on an equitable basis over the property/properties to be served by such facilities from those properties benefiting from same. The Utility shall not have any obligation to

advance such charge, however, it is possible that areas exist that it would not be economically feasible to service on any other basis due to the small size of the project involved.

#### 8. REFUNDABLE ADVANCES

Where an Applicant advances the charges for certain off-site extensions and oversized facilities which will benefit other properties with excess available capacities, then the Utility shall enter into a refundable agreement with the Applicant for the value of such excess capacity charges. This agreement shall carry a term of ten (10) years without interest, subject to extension for an additional ten (10) year term without interest, if the Applicant which is subject to such a refundable agreement, or its successors and assigns, applies writing delivered to the Executive Director of the Authority prior to the expiration of the initial ten (10) year term for an extension of the term of such refundable agreement. If the property/properties, which are the subject of collection for refund, does/do not develop prior to the later of the expiration of (i) the initial ten (10) year term of the refundable agreement or (ii), as applicable, the ten (10) year extension term thereof, if such agreement has been so extended as called for in the preceding sentence, then no further refund(s) will be due. An equitable basis for allocation of the excess charges that is advanced by the Applicant will be established. As subsequent applicants connect to the service provided by such facilities, their pro rata share of the charges for such facilities will be assessed to them and, when collected, will be refunded to the original Applicant who advanced the charges for such facilities. Such refunds will be made until such time as the original Applicant who advanced the charges for the facilities has received 100% of the excessive charges that he or she originally incurred.

#### 9. SYSTEM DESIGN AND CONSTRUCTION

All extensions to Utility's system shall be designed and constructed in accordance with Utility's standard specifications and procedures.

It shall be the Utility's right, at the Applicant's expense, to construct and/or approve the construction of the on-site installations that will be owned and maintained by Utility. It shall also be the Utility's right to review all plans and specifications for connections to its system to insure that Utility's design standards are met and to insure that service to existing Customers is not unduly and unnecessarily interrupted. Developer shall pay a fee to compensate Utility for the time required to review such plans and specifications. Utility reserves the right to approve Applicant's contractor prior to construction of any on-site or off-site facilities, which contractor must, at a minimum, hold a license from the State of Florida for underground construction and demonstrate acceptable experience in the field.

#### 10. DESIGN BY INDEPENDENT ENGINEERS

All extensions to Utility's system that require permits, shall be designed by a State of Florida Licensed Engineer. All designs shall be coordinated to coincide with Utility's master plan for service to the area. All plans and specifications shall be approved and accepted by Utility prior to commencement of any construction.

#### 11. CUSTOMER CONNECTION CHARGE (TAP-IN)

Charges in this section shall be as defined in Section 2 (4) of the Rate Resolution. The charge for Utility construction costs for tapping into a line to connect service is an amount equal to the Utility's estimate of the approximate cost to design, permit and construct a connection point to Utility's existing facilities and extension of such facilities to Customer's property utilizing Utility's own staff. Such extensions may be potable water, reclaimed water or wastewater facilities. The availability of Utility's construction personnel to accomplish any particular job is not guaranteed and is subject to scheduling. Alternatively, Developer may employ an Engineer to design and permit such extension and hire a Florida Licensed Underground Utility Contractor to provide the installation. In such event, Developer shall comply with all of the Utility's standard requirements, including, but not limited to, design, permitting, construction, property transfers to Utility, Warranty, Maintenance Security Bond, as-built drawings, easements, etc.

12. WATER METER INSTALLATION

The Developer or each Applicant shall be charged for the water meter and for installation of the water meter as set forth in Exhibit "A" attached hereto and made a part hereof. Those charges only include the installation of the meter, stub-out pipe from the meter and a backflow prevention device, and do not include any other charges associated with the installation of other service and the charges associated with tapping into the water main. To the extent a service installation is required in order to provide Customer utility service, the charges for such installation, including the installation of the water meter will be based on the estimated cost of the installation, regardless of meter size. In no event will such charge be less than the meter installation charges shown above. The water meter installation charges, and any such additional charges, are due and payable at the time Customer makes an application for service.

13. REUSE WATER METER INSTALLATION

The Developer or each Applicant shall be charged for the reuse water meter and for installation of the reuse water meter as set forth in Exhibit "A" attached hereto and made a part hereof. Such charges only include the installation of the meter and stub-out pipe from the meter, and do not include any other charges associated with the installation of other service and the charges associated with tapping into the water main. To the extent a service installation is required in order to provide Customer utility service, the charges for such installation, including the installation of the reuse water meter will be based on the estimated cost of the installation, regardless of meter size. In no event will such charge be less than the meter installation charges shown above. The reuse water meter installation charges, and any such additional charges, are due and payable at the time Customer makes an application for service.

14. CUSTOMER INSTALLATION (CUSTOMER MAINTAINED LINES)

The Applicant shall be required to own and maintain all facilities that are installed by it or its plumbers on Customer side of the point of delivery. Such facilities shall also include all fire flow detection devices and backflow prevention devices whether installed by Utility or by Applicant.

15. INSPECTIONS

Utility does not require inspections at the present time. However, any damage to Utility's system due to a faulty connection shall be the responsibility of Customer and property owner (if they are not the same)

when and if such faulty connections are found. Customer or property owner shall be required to pay Utility the actual cost of any inspections required as a result of such problems.

16. TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE

Once the Utility initiates permanent service, unless the parties agree to the contrary, then the Utility's water, reuse water and wastewater agreement automatically activates the transfer of title to the Utility of the on-site and off-site facilities that Applicant has paid for and which are required to be donated to the Utility.

17. COST RECORDS AND "AS-BUILT" PLANS

All cost records pertaining to the cost of the water, reuse water and sewer facilities donated to the Utility, shall be provided to the Utility by Applicant.

Prior to acceptance of any extension to the Utility's system that is completed by a licensed underground utility contractor, the Utility will require that Applicant's contractor provide the Utility, for the Utility to retain for its permanent records, with:

- A. Neat, legible, handwritten field copy as-built drawings showing all dimensions and elevations required by the Utility; and
- B. A written report, in a format acceptable to the Utility, certified to by a Florida registered surveyor or mapper, which:
  - i. Identifies each manhole by reference number;
  - ii. Provides the top elevation of each manhole;
  - iii. Identifies the inverts of all pipes coming into each manhole;
  - iv. Provides the elevation of each invert: and
  - v. Provides the distance and grade on each pipe between manholes.

Applicant shall be responsible for paying in advance the Utility's cost for preparation and completion of the Utility's final CADD as-built plans for each such extension of the Utility's system, based on the Utility's initial estimate of the cost to complete the Utility's final CADD as-built plans. Extra time required for revisions to the Utility's CADD as-built plans, caused either by inadequate as-built field copies provided by the Applicant's contractor, inaccurate or incomplete dimensions provided by the Applicant's surveyor, or other incomplete or inadequate information required of Applicant, Applicant's contractor or surveyor to complete the Utility's CADD as-built plans, or by any combination of such factors, shall be charged to and paid by the Applicant as an additional cost of completing the Utility's final CADD as-built plans, based on an hourly rate of \$35.00 per hour, plus plotting and printing costs for any extra proof sets.

Once the Utility has completed its proposed final CADD as-built plans for such extension, a proof set of the proposed plans will be provided to the Applicant's contractor for proofreading and verification of

accuracy of Utility's proposed final CADD as-built plans, based on the information provided to the Utility by the Applicant, Applicant's contractor or surveyor. When the Utility's proposed final CADD as-built plans have been verified as accurate by the Applicant's contractor, then a final set of official "as-built" plans will be plotted by the Utility, and mylars will be prepared and submitted for the signature of the Applicant's contractor.

18. EASEMENTS AND RIGHT-OF-WAYS

It shall be the Applicant's responsibility to provide all easements and right-of-ways to the Utility that are necessary for the Utility to have proper access to its facilities for maintenance and repair purposes. Where metes and bounds legal descriptions are required by the Applicant/property owner, in situations where the Utility would normally accept blanket easements, then the cost of the preparation of such legal description shall be that of the Applicant/property owner.

19. ACCEPTANCE OF FACILITIES AND MAINTENANCE BOND

The Utility reserves the right to require that all facilities, connected to its system, be acceptable to the Utility before permanent water, reuse water and/or sewer service will be provided. In addition, the Utility reserves the right to require proof that all water, reuse water and sewer facilities, which are accepted by the Utility for ownership and maintenance, have been paid for in full by the Applicant/property owner and the title to same is clear of all encumbrances. The Applicant/property owner shall also provide to the Utility, at the Applicant/property owner's sole expense, such maintenance bond or other form of security acceptable to Utility in such amounts approved by the Utility, which by its or their express terms protect and indemnify the Utility against any loss, damage, costs, claims, debts or demands by reason of defects, latent or otherwise, in the system to be and remain in effect for two (2) years from the date of the system acceptance by the Utility.

20. DEVELOPER AGREEMENTS

The Utility requires that a water, reuse water and/or wastewater agreement be executed for all extensions of service to new Customers which require extension of and/or alterations to the Utility's existing facilities in order to initiate such services. If an existing Customer is modifying their current service under a pre-existing Developer Agreement with the Utility, or under a similar service agreement with a predecessor service provider to the Utility, then the Executive Director or his/her designee shall have the authority to require that the entire Customer's service be documented and amended and restated in a current Developer Agreement with the Customer, confirming the existing service, and providing for the expanded or modified service and for payment of all fees, rates and charges in connection with such expanded or modified service, prior to effecting the expansion or modification of that customer service. The purpose of this provision is to attempt to ensure that all Customers of the Utility are legally obligated to the Utility under current, consistent Developer Agreements, taking into account applicable project specific provisions.

The form of Developer Agreement for each such extension of service shall be prescribed by the Executive Director of the Utility, or his/her designee, pursuant to Resolution No. 98/99-11, as amended, and shall include such additional and further provisions which the Executive Director or his/her designee shall, in

their sole discretion, be required to fully protect the rights of the Utility and enhance the efficient operation of the Utility with minimum exposure to third party tort and contractual liability, again taking into account applicable project specific provisions.

21. FACILITIES INSTALLED OR FINANCED BY UTILITY

Where the Utility has installed or financed the installation of water, reuse water and/or wastewater facilities at its expense, and it is not practical to maintain cost records for determination of the pro rata share of the charges allocable to an applicant, the Utility shall be allowed to charge the Applicant a front footage charge representing the reasonable cost to cover the Applicant's fair pro rata share of the original value of the mains serving the Applicant's property. In the event such facility is a service lateral to applicant's property, then Customer will be assessed a charge based on the Utility's estimate of the original value of the service line installation.

22. PRIVATE FIRE PROTECTION CHARGE

The Applicant may request to have direct fire main stubs to their facilities for purposes of internal fire sprinkler system and may request the Utility guarantee the availability of a specified G.P.M. of flow for fire protection. In such instances where the existing mains are capable of carrying the fire flow requested, the Applicant shall pay to the Utility the Private Fire Protection charge set forth in the Rate Resolution then in effect, for the purpose of assisting the Utility in providing the excess reserve plant capacities required for the fire flow to the Applicant's property. In instances where the existing mains are not capable of carrying the fire flow requested, then the Utility shall provide an estimate of the charges to alter the existing fire mains to accommodate the Applicant's fire flow requirement and the charges for such alterations shall be reimbursed by the Applicant in addition to the Private Fire Protection Charge.

23. INSPECTION OF FACILITIES TO BE OWNED BY UTILITY

Where facilities which are to be owned by the Utility are constructed by an outside contractor, the Utility reserves the right to have an inspector on the job at all times during all phases of construction in which case it shall be the applicant's responsibility to reimburse the Utility for the estimated cost of such inspections, including all overhead associated with same.

24. DESIGN OF FACILITIES TO BE OWNED BY UTILITY

Where the Applicant has its engineer design facilities which are to be connected to Utility's existing facilities, and are to be owned by the Utility, the Utility reserves the right to require the Applicant to reimburse it for its entire cost incurred in reviewing the plans prepared by the design engineer, such cost to include all overhead associated with such review and the Utility's cost for a review engineer hired or contracted with by the Utility for such purpose.

25. SEPTAGE DISPOSAL

The Authority will accept only domestic septic wastes from licensed, commercial carriers of septage. Septage carriers must apply in advance for permission to use the Authority's facilities, and the Authority staff shall not grant permission to any carrier to use the Authority's wastewater treatment facilities if such

carrier or its principal(s) have a demonstrated history of illegal or inappropriate dumping or deposit of industrial wastes, pollutants or contaminants. Any denials by staff may be appealed by the septage carrier to the Board of Supervisors.

The Authority reserves the right to collect septage samples periodically to evaluate the various pollutants including, but not limited to, Biochemical Oxygen Demand ("BOD") and Total Suspended Solids ("TSS"). Should test results disclose chemical contents that may be detrimental to the Authority's bacteriological treatment process and/or effluent disposal limitations then such disposal, once identified, will no longer be accepted. If it becomes evident that policing unauthorized disposal is not practical, then the problems will be presented to the Board of Supervisors of the Authority for formal action with regard to continuation of such service. Septage carriers must provide the Authority with a manifest indicating the source and quantity of wastes introduced into the wastewater treatment system. Septage carriers will also be responsible for laboratory costs incurred by the Authority to evaluate the wastes being introduced into the treatment system. Septage carriers will further be responsible for removing initial screenings from the strainer at the point of discharge. The solids will be deposited in a container supplied by the Authority.

In addition to the foregoing, all users of the Utility's wastewater treatment facilities shall comply at all times with, and shall be subject to fine, penalty, termination or other sanction as provided in, Authority Resolution No. 97/98-11, the Pretreatment Resolution, which, as amended from time to time, is available for review at the Utility office and is hereby incorporated by reference.

26. CROSS-CONNECTION CONTROL POLICY

All Customers shall comply with the Utility's Cross-Connection Control Policy, as previously adopted by the Board of Supervisors for the Utility on April 14, 1995, and as amended, restated and readopted on April 4, 2000, as the same may be amended and then in force. A copy of that policy is on file with the Recording Secretary for the Authority and is available for inspection during normal business hours of the Authority.

27. FIRE HYDRANT METER POLICY AND PROCEDURES

All Customers shall comply with the Utility's Fire Hydrant Meter Policy and Procedures, as previously adopted by the Board of Supervisors for the Utility by its informal action on September 19, 2000, which, as amended from time to time, is on file with the Recording Secretary for the Authority and available for review during normal working hours of the Authority.

28. DEFERRAL AND FINANCING OF FEES, CHARGES AND COSTS

The Utility is prohibited from providing free service, and shall impose uniform rates, fees and charges for each user of the same class. However, the Board of Supervisors for the Utility may, from time to time, extend credit or defer collection of the fees, charges and costs provided for herein and under the Rate Resolution, as follows:

A. Hardship Deferrals.

Hardship deferral or financing of charges, fees and cost that are payable or reimbursable to the Utility may be considered on a case by case basis for residential properties, if the Applicant will be occupying such property as their primary residence and if the Applicant, considering all sources of income and all assets owned by the members of the Applicant's household, also meets the poverty level income and asset guidelines then utilized by Clay County, Florida, in the administration of the County's social service program and for the County's solid waste disposal assessment hardship assistance.

B. Other Deferrals.

Other deferral or financing of charges, fees and costs that are payable or reimbursable to the Utility may be considered on a case-by-case basis, when the Applicant's circumstances, as documented to the Utility, are such that the payment of charges, fees and costs to the Utility when due hereunder or under the Rate Resolution is not practical or reasonable, and when any of the following circumstances exist:

- i. Applicant is a non-profit corporation, providing low-income housing.
- ii. Applicant's property to be served by the Utility is within a current or former grant area, which then or in the past has received federal or state payments to upgrade central water, wastewater or reuse system(s) serving the area in which the subject property is located.
- iii. The property or intended use of the property is unusual or irregular, such that the immediate payment of the Utility's charges, fees and cost reimbursements in strict accordance with the terms of the Rate Resolution or this Service Availability Policy does not result in a fair burden on Applicant for connecting to the Utility's system(s).
- iv. There is a special environmental benefit accruing from connecting the property to the Utility's system(s).
- v. There is available to the Utility third-party financing, payments, incentives or other revenue in consideration of the Utility providing the immediate connection.
- vi. Other circumstances exist which, in consideration of the public trust held by the Board of Supervisors of the Utility, make it in the best interest of the Utility and its ratepayers to defer or finance the collection of such charges, fees and reimbursable costs required to be paid to the Utility for connection of service.

In any instance in which a deferral or the financing of charges, fees and reimbursable costs is approved, the Board of Supervisors shall adopt as a part of its action and record, findings which support the existence of a public benefit accruing to the Utility and its ratepayers from the extension of credit by deferral or financing of charges, fees or reimbursable costs, or any of them, in that instance. Notwithstanding anything to the contrary herein, the Board of Supervisors shall not discriminate in the approving or disapproving of any such requested deferral or financing of charges, fees and reimbursable costs, based on the race, ethnic origin, religious affiliation, martial status, gender or age of the Applicant.

Any charges, fees or reimbursable costs payable to the Utility which are deferred or financed pursuant hereto shall be secured by a lien against the subject property, and shall be repaid on such terms and conditions as approved by the Board of Supervisors. In the event that any information provided or representations made to the Board of Supervisors in a successful application for deferral or financing is later shown to be materially false or misleading, then the Board of Supervisors, in its sole discretion, may accelerate all deferred or financed charges, fees and costs, and the same shall be payable by the Applicant, its successors and assigns as to the subject property, upon demand by the Board of Supervisors.

29. ADDITIONAL COSTS OF PROVIDING SERVICE.

In the event that an Applicant, or an Applicant's predecessor in interest with respect to a property, increases the cost of providing service to that property by refusing to cooperate with the Utility in timely master planning for water, wastewater, and/or reuse water service(s) to such property; by refusing to grant easements for utility purposes across the property designed to serve that property and adjacent property which is to be served by the Utility; by refusing to enter into a Developer Agreement in sufficient time for the Utility to extend service to the Applicant's property in a cost efficient manner; by negotiating for service, or entering into agreements for service, with unfranchised water, wastewater, and/or reuse water utility providers within the Utility's geographic jurisdictional limits; or by acting in any other manner inconsistent with the Utility's policies and practices, including those set forth in the Rate Resolution and this Service Availability Policy, then such Applicant, and its successors in interest with respect to such property, or any portion(s) thereof, shall be responsible for the increased cost and expense of the Utility ultimately providing service to such property, including without limitation, the cost of condemnation of easements, cost of litigation, increased cost of emergency or expedited construction of the Utility's facilities, increased professional fees and expenses, and other reasonable costs and expenses of the Utility, which are reasonably attributable to the action of the Applicant, or the Applicant's predecessor(s) in interest as to such property. If such increased costs and expenses are fairly allocable to more than one such property, then the total increased cost and expenses shall be allocated among all of the properties affected.

30. FLEX RENTAL SPACE DEVELOPMENTS.

Determination of an Applicant's or Customer's intended use of a particular service location is necessary for the Utility to accurately compute and apply the ERCs applicable to that service location, and to determine the metering requirements for that service location. Multi-tenant structures typically require separate utility facilities and metering for each unit capable of being leased. However, the Board of the Utility desires to implement a new approach in dealing with undetermined use speculative office, commercial, industrial and/or retail space developed at a single service location, which may require more than one meter ("Flex Space"), which Flex Space is sought to be metered or modified by an Applicant or Customer after October 1, 2005. For new or modified Flex Space, the Utility shall continue to require individual meters and plumbing design for the maximum number of units based on what the Applicant or Customer reasonably believes to be the smallest space that will be capable of being leased. The Applicant or Customer then shall be given the option to pay for all meters with the Developer Agreement and install all the meters in advance when service location is ready for the first meter. If all meters are installed and paid for in advance as described above, then the Utility would make any appropriate adjustments once the initial occupancy and leasing configuration for the service location is established, and would remove and refund any excess meters at that time. However, if the Applicant or Customer elects the option of only paying in

advance for one meter, and paying for supplemental meters as occupants or tenants move in to the service location, then the Utility shall impose an extra service charge of \$100.00 per event, applicable each time a supplemental Developer Agreement is to be prepared to add an additional meter or a block of meters. The Utility shall continue to collect connection charges in advance, based on the least intensive assessment of those charges. If the tenants or occupants for the service location, and their respective intended uses, are not known upfront, then a supplemental Developer Agreement will be prepared for each adjustment to the service location's overall usage to true up the impact of the service location on the Utility System, and additional charges shall be imposed by the Utility as the tenants or occupants come online at that service location. An additional \$100.00 service charge shall be assessed with each supplemental Developer Agreement. If a supplemental Developer Agreement covers both the assessment of additional connection charges and additional meters, then only one additional \$100.00 service charge will be assessed.

In addition to the foregoing, if an Applicant or Customer has pre-planned and determined which meter will serve each lease space or unit of the Flex Space for the service location, and provides that information to Utility, then Utility's staff will audit and verify which meter serves each individual unit of the service location. This additional audit will be done in one trip for all meters at no additional charge. However, for each additional trip that, in the Utility's judgment, is necessary to audit the meter/rental unit relationship, a service charge of \$50.00 per trip shall be assessed. Should the audit take over three quarters of an hour, then each extra hour or portion thereof shall be charged at \$75.00 per hour.

For existing Flex Space which is master metered, the Utility will attempt to be notified by appropriate county building department each time a commercial unit changes names for electric service. The Utility staff shall determine if the service address location is a master metered unit, and if so, the Utility will send the Industrial Pretreatment Survey and other questionnaires to the tenant, occupant or the service location owner for completion, based on the information available to the Utility. Based on the returned Industrial Pretreatment Survey, the Utility will advise the service location owner what, if any, special pretreatment requirements will be assessed. If necessary to ensure compliance, the service location owner will be notified of the date that the Utility's service to the service location will be discontinued to the master meter, if the information requested is not received by the Utility.

In accordance with the Utility's *Water Conservation Policy* on file with the St. Johns River Water Management District, the Utility is not allowed to let Developers use master meters to meter more than one tenant or separate business. At any time during the course of the Utility providing service to any new service location after October 1, 2005, the Utility shall have the right to inspect and audit the number of separate occupants and tenants per meter. When this inspection occurs, if no violation of this policy is found, there will be no charge for the inspection. However, for each violation that is found, a charge of \$500.00 will be assessed to recover the cost of this administrative inspection program. In addition, if the Applicant or Customer is not in compliance, the Applicant or Customer will be given ninety (90) days to correct the metering problem, at the Applicant or Customer's expense. Failure to timely comply with that notice will authorize the Utility to discontinue service to the service location's master metered service, until such time as compliance with all of the Utility's policies are achieved by the Applicant or Customer for that service location.

### 31. RESIDENTIAL RECLAIMED WATER SYSTEM DEMAND MANAGEMENT

In an effort to manage costs for the best benefit to all reclaimed Customers due to (1) the extreme peak demands that can be created when multiple irrigation systems are activated at the same time and (2) the unreasonable cost of the oversized facilities required to meet that demand, it is necessary that demand management practices be initiated. In this regard, the following demand management practices shall be followed:

- A. This policy applies to established lawns only. Irrigation of new landscape will be allowed at any time on any day for the initial thirty (30) days and every other day for the next thirty (30) days for a total of one sixty (60) day period, provided that the irrigation is limited to the minimum amount necessary for establishment<sup>1</sup>.
- B. Even numbered addresses shall water on Monday, Wednesday, and Friday.
- C. Odd numbered addresses shall water on Tuesday, Thursday, and either Saturday or Sunday.
- D. If a Customer chooses to water between the hours of 2:00 AM – 7:00 AM, then the Customer shall adhere to the following watering schedule, based on the first letter of the Customer’s last name:

First letter of last name	Preferred Watering Time
A through F	2:00 AM – 3:15 AM
G through L	3:15 AM – 4:30 AM
M through P	4:30 AM – 5:45 AM
Q through Z	5:45 AM – 7:00 AM

Watering outside of the 2:00 AM – 7:00 AM timeframe is unrestricted by the Authority, however, the St. Johns River Water Management District may impose restrictions from time to time. Watering between the hours of 10:00 AM and 4:00 PM is always discouraged by the St. Johns River Water Management District.

All Authority approved reclaimed irrigation contractors shall be trained on these demand management criteria and are required to adhere to this criterion when setting single family residential reclaimed irrigation system timers served by the Authority’s System.

Authority staff shall be authorized to inspect and enforce this demand management criterion and as a last resort, may discontinue reclaimed water service to those violating these demand management requirements.

This policy and management program applies only to single family reclaimed irrigation systems. General service reclaimed irrigation systems may be required by agreement to adhere to specifically designed demand management practices.

32. DEVELOPMENT OF REGIONAL IMPACT – START UP UTILITIES – RESPONSIBILITIES FOR MINIMUM START UP COST

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1 Language retrieved from the St. Johns River Water Management District website: [http://sjrwmd.com/rule/rule\\_FAQs.html](http://sjrwmd.com/rule/rule_FAQs.html)

In areas where new Development of Regional Impact (“DRI”) are approved and construction of new water, wastewater, and reclaimed water utility plants and system are required as part of the start up infrastructure for such development, the Authority and Developer shall negotiate the terms and conditions for the Authority to cover all water, wastewater, and reclaimed water plants and system costs applicable to such DRI. Typically, the Authority installs its plants at its expense and recovers a connection fee from Developer, which is designed to recover that plant cost. Due to the ever increasing construction cost and the uncertainty of the value that Developer will propose for the land that will be dedicated for plant sites, it is impossible to establish whether the current or future connection charges of the Authority will be sufficient to cover that cost. It would be unfair to existing ratepayers for the Authority to be exposed to the financial risk of the initial development and operating cost without some guarantees from Developer. The overriding goal is to come up with an agreement whereby the cost of all plants, including the plant site(s) land value to be funded by the DRI Developer, and any over sizing of facilities for Master Planned areas outside of the DRI, shall be recovered from the non-DRI Developer and refunded to the DRI Developer.

In addition, a guaranteed revenue provision may be initiated and agreed to by the parties on a case by case basis to help the Authority cover its on-going costs until a negotiated number of paying customers are connected to newly constructed plants. The target number of customer connections will be the number it will take in order for the new plants to reach a cash flow breakeven point.

The primary purpose of this Section 32 is to emphasize financial feasibility for the Authority since the initial investment for new plant(s) will be significant without any assurance that customer growth will be sufficient to support the Authority’s requested infrastructure investment. Therefore, the Authority shall have the prerogative of determining if and when the DRI has progressed to a point where financial feasibility has been achieved and conversion to the Authority’s normal and customary service availability charges can be commenced.

This does not include the additional cost of normal stubs to adjacent properties, which the Authority requires of Developers under its Rate Resolution and otherwise by this Service Availability Policy.

### 33. Swimming Pool Credit for Wastewater (i.e., Sewer) Usage

The Authority shall offer a pool credit to Customers (both residential and general service) in good standing.

Any metered Customer with water service to whom wastewater (i.e., sewer) charges are regularly rendered and through whose meter a swimming pool receives water from the Authority’s water system and whose pool capacity has been documented to the Authority by the pool contractor, builder or homeowner, shall have the right under certain circumstances, to fill the pool without application of the wastewater charge to the quantity of water used to fill the pool. These circumstances include initial pool construction and major pool maintenance projects that require pool draining. The right to fill the pool without wastewater flow charges may be exercised by the Customer making a written request using the forms available from the Authority. The written request shall include such documented proof as required and satisfactory to the Authority, of the pool’s capacity in gallons. The written request shall also include:

- A. Affidavit (on the form provided by the Authority), properly executed by the Customer and builder;
- B. A copy of the building permit from the Clay County Building and Zoning Department (or equivalent building and zoning department depending on the location of the Customer's property being served by the Authority) for a new pool, or a copy of a maintenance agreement requiring the draining of an existing pool; and
- C. Water meter readings both immediately before and after the filling of the pool with dates and times of readings noted. If the builder or Customer is not comfortable with obtaining the meter readings, Authority personnel will provide the service for the current advertised service charge. Customer will be responsible for any damages to the Authority's meter box, meter and reading devices if the Customer damages Authority property while obtaining these readings.

All written requests shall be furnished to the Authority no later than thirty (30) days after completion of the filling. Requests will not be reviewed for consideration if all of the outlined items above are not included. Upon receipt of a proper written request, the Authority shall issue an appropriate credit to the Customer's account.

Attachment 2

FIRE HYDRANT METER POLICY RATE SCHEDULE

**Description of Fee or Charge Amount**

"Plan A" Deposit (Lessee installs meter) \$1,100.00

"Plan B" Deposit (CCUA installs meter) \$500.00

Application Fee \$25.00

Meter Assembly Base Facility Charge (Per Day) \$2.32

Water Usage Charge (Per 1000 gallons) \$1.34

Meter Setup/Relocation Fee and Fee to Replace Cut Meter Lock \$25.00

Meter Reading Charge \$25.00

Field Visit for Meter Inspection Fee \$25.00\*

Lost Wrench Fee \$25.00

Meter Assembly Damage Fee - The Greater of either Replacement Cost or \$115.00

(\* Field visit will be necessary if meter is not brought in for reading by required due date)

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(\* Field visit will be necessary if meter is not brought in for reading by required due date)

LEGAL NOTICE

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF A PROPOSED RESOLUTION AMENDING CERTAIN RATES AND CHARGES FOR THE CLAY COUNTY UTILITY AUTHORITY.

The Clay County Utility Authority ("Authority") will hold a Public Hearing on Monday, September 14, 2009, at 7:00 PM, in the Clay County Utility Authority's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida, for the purpose of receiving public comment concerning the adoption of a resolution providing for the amendment of the water, wastewater, and reclaimed water systems rate schedules as follows:

**WATER SYSTEM RATES:**

ALL CUSTOMERS - Quarterly Base Facility Charge:

Meter Size	
5/8" x 3/4"	\$26.58
3/4"	\$36.74
1"	\$66.53
1 & 1/2"	\$132.99
2"	\$212.84
3"	\$425.63
4"	\$665.04
6"	\$1,330.06
8"	\$2,128.12
10"	\$3,059.15
Consumption Charge (Per 1,000 gallons of metered water)	\$1.34

**WASTEWATER SYSTEM RATES:**

**Residential Service, Quarterly Base Facility Charge:**

All Meter Sizes	\$57.07
Consumption Charge (Per 1,000 gallons of metered water, maximum of 30,000 gallons per quarter)	\$2.89
Un-metered - Flat Rate	\$124.69
Multi-Family Un-metered Per Unit	\$98.13

**General Service, Quarterly Base Facility Charge:**

Meter Size	
5/8" x 3/4"	\$57.07
3/4"	\$78.37
1"	\$142.70
1 & 1/2"	\$285.38
2"	\$456.73
3"	\$913.46
4"	\$1,426.82
6"	\$2,853.65
8"	\$4,567.01
10"	\$6,562.32
Consumption Charge (Per 1,000 gallons of metered water)	\$3.52

**RETAIL RECLAIMED WATER SYSTEM RATES:**

ALL CUSTOMERS

Quarterly Base Facility Charge:

Meter Size	ERC FACTOR	
5/8"x3/4" & 3/4"	1.0	\$39.76
1"	2.5	\$99.42
1 & 1/2"	5.0	\$198.86
2"	8.0	\$318.14
3"	16.0	\$636.31
4"	25.0	\$994.25
6"	50.0	\$1,988.49
8"	80.0	\$3,181.58
10"	115.0	\$4,573.51

Consumption Charge per 1,000 gallons with allowance per Equivalent Residential Connection ("ERC"): (Quarterly Consumption)	
From 0 to 45,000 gallons	\$0.51
From 45,001 to 60,000 gallons	\$1.02
Over 60,000 gallons	\$1.53

NOTE: Where reclaimed water is available, the cap for residential wastewater usage will not apply.

**MISCELLANEOUS CHARGES FOR ALL CUSTOMERS & ALL SYSTEMS:**

CUSTOMER DEPOSITS: In addition to the advance payment of the Base Facility Charge to the next billing date, the Authority requires additional security for the payment of the services it renders as follows:

- A security deposit as set forth below is required for all new accounts including transfers and existing accounts that become delinquent and require a field visit.
- Security Deposit Amount:
 

	WATER	WASTEWATER
(a) Initial Deposit-Residential & General Service Customers	\$25.00, per ERC	\$50.00, per ERC
(b) Initial Deposit for Customers Without Social Security Number	\$50.00, per ERC	\$100.00, per ERC
(c) Additional Deposit will be required for accounts that are disconnected twice in one twelve month period. The additional deposit will be consistent w/deposit requirements established by the service availability policy		
- Cash or cash equivalent will be the only acceptable methods of deposit.
- Hydrant Meter Deposit \$500.00 to \$1,100.00, per Hydrant Policy.
- Annual Interest Rate paid on deposits held at least 6 months is 1.15%
- Account collection fees and/or costs incurred by the Authority in the course of collecting delinquent balances will be paid, in addition to the original balance due, by the customer responsible for the delinquent balance.

Monthly Hydrant Base Charge All Systems (plus water at metered rates):	\$69.57
Building Water Quarterly Charge All Systems (Un-metered used during construction):	\$124.37
Wholesale Reclaimed Water Usage Charge Per 1,000 Gallons - All Systems:	\$0.29
Waste Disposal From Portable Toilets, Septic Tanks, and Landfill Leachate at Sewage Treatment Plant Per 1,000 Gallons:	\$74.89
Water Connection Charge Per ERC - All Systems:	\$340.00
Fire Protection - Initial Charge (Per Gallons Per Minute "GPM" Flow):	\$15.00
Wastewater Connection Charge Per ERC All Systems, except Keystone included in FDEP Grant SG481030 and LP0512:	\$1,845.00
Wastewater Connection Charge Per ERC Keystone System (existing Commercial in City), per FDEP Grant SG481030 and LP0512:	\$0.00
Reclaimed Connection Charge Per ERC For Developments with Reclaimed Water Piping Systems	\$300.00
Potable Water Meter, with Backflow Device (5/8"x3/4" Meter with other sizes at cost) For All Systems & Includes Meter Box	\$265.00
Reclaimed Water Meter (5/8"x3/4" Meter with other sizes at cost) For Developments with Reclaimed Water Piping Systems & Includes Meter Box	\$244.00
Reclaimed Water System Credit (Applicable to Single Family Residential Developers Who Install Reclaimed Water Piping Systems)	(\$805.00)
Reclaimed Water Meter Installation Credit (Applicable To Single Family Residential Builders Who Install On Site Irrigation Systems and Connect to Reclaimed Water)	(\$355.00)
Surcharge For Development of Reclaimed Program (Applicable To All Developments That Do Not Install Reclaimed Piping Systems)	\$410.00
Processing fees to the Authority for Potable Water (Public Water Supply) distribution and transmission system permits	\$250.00
Processing fees to the Authority for Domestic Wastewater collection/transmission system permits	\$250.00
Processing fees to the Authority for permit modifications	\$50.00
Inspection, Plan Review, As-built Drafting, and Recording fees	Actual Cost
As defined in Rate Resolution:	
Energy surcharge (to be assessed based on a formula) when actual energy sensitive operating expenses exceed budgeted energy sensitive expenses	
Supplemental Developer Agreement Administrative Charge	\$100.00
Flex Space Meter Audit (2nd and subsequent trips) - \$50.00, plus \$75.00, per hour in excess of .75 hours per trip	
Master Meter Violation Charge, where applicable	\$500.00
Carrying Charge for Middleburg Service Area Policy and Infill Policy	3.54%
Financing Charge	4.55%
Middleburg Service Area Development Policy - Distribution and Collection Infrastructure charge per acre:	Water: \$4,809.00 Wastewater: \$9,186.00

**SERVICE CHARGES- All Customers & All Systems:**

After Hours Prepayment for New Service	\$225.00
Final Notice Charge	\$3.00
Hydrant Meter Application, Hydrant Meter Set Up, Hydrant Meter Relocation Charge, and Fee to Replace Cut Meter Lock	\$25.00
Initial Connection, Premise Visit Charge, Normal Reconnection, Reconnection due to Repair, 2nd Trip, Special Meter Rereads, and Hydrant Reading Charge:	\$25.00
Meter Inspection Fee for new meter installations:	\$25.00
Meter Reset Fee	\$115.00
Meter Tampering Charge	\$50.00
Meter Testing Charge (5/8"x3/4" & 3/4"):	\$65.00
1" & Above Meters:	Actual Cost
Nonpayment Charge before 4:00 PM, Monday - Friday	\$30.00
Nonpayment Charge after 4:00 PM and before 9:00 PM, Monday - Friday	\$55.00
Nonpayment Charge on Weekends and Holidays	\$75.00
Replacement of Broken Curb stop related to Utility Theft	\$70.00
Returned Check Charge:	\$30.00
Same Day Service Charge and After Hours Premise Visit Surcharge (Normal Hours 8 AM to 5 PM, M-F)	\$30.00
Violation Reconnection	\$30.00

Additional information on the proposed rates, charges, and fees is available for inspection in the office of the Clay County Utility Authority at 3176 Old Jennings Road, Middleburg, Florida, Monday through Friday, 8:00 AM to 5:00 PM, except legal holidays. Following the Public Hearing, which may be adjourned from time to time, the Board of Supervisors may adopt or modify the proposed rates, charges, and fees.

In accordance with the Americans With Disabilities Act, any person needing a special accommodation to participate in this matter, should contact the Clay County Utility Authority by mail at 3176 Old Jennings Road, Middleburg, Florida 32068-3907, or by telephone at (904) 272-5999, extension 2464, no later than 7 days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).

If any person intends to appeal any decision related to this action, such person will need to provide a court reporter at such person's own expense, for a transcript of the proceedings. All interested persons are invited to attend.