

**CLAY COUNTY UTILITY AUTHORITY
RESOLUTION NO. 2016/2017-01**

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, NO. 2007/2008-01, NO. 2008/2009-01; NO. 2009/2010-01; NO. 2010-2011-01; NO. 2011-2012-01; NO. 2012-2013-01; NO. 2013-2014-01; NO. 2014-2015-01; AND 2015-2016-01; 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 septage 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 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 monthly 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, by its action on November 20, 2007, the Board of Supervisors for the Authority adopted Resolution No. 2007/2008-06, formally adopting its PRETREATMENT RESOLUTION ENFORCEMENT RESPONSE PLAN;

WHEREAS, by its action on June 1, 2010, adopting Resolution No. 2009/2010-07, the Board of Supervisors for the Authority amended Section 12.(1) of the Authority's Rate Resolution, entitled "DETERMINATION OF EQUIVALENT RESIDENTIAL CONNECTION FACTORS FOR WATER, REUSE WATER AND WASTEWATER SERVICES," previously established under Resolution No. 2009/2010-01, adopted effective October 1, 2009, was amended in part to add a new Establishment category of "Laundry (Self-Service with Water Efficient Front-Loading Commercial Washer)," and having an assigned ERC Factor of 0.520;

WHEREAS, on September 21, 2010, the Authority informally approved the Septage Haulers Disposal Deposit Policy requiring an upfront security deposit and for the payment of domestic waste disposal service it renders, to be effective beginning Fiscal Year 2010/2011;

WHEREAS, on September 21, 2010, the Authority informally approved the Miscellaneous Receivable Policy that allows for a nonpayment fee equal to the Miscellaneous receivables that water/sewer receivables pay for payments not received by their due date, to be effective beginning Fiscal Year 2010/2011;

WHEREAS, on September 21, 2010, the Authority informally approved the Disability Assistance Plan for disabled customers who do not meet the Golden Opportunities Plan, to be effective beginning Fiscal Year 2010/2011;

WHEREAS, on September 21, 2010, the Authority informally approved a new policy requiring refund checks to be issued to the spouse or personal representative of a deceased customer, to be effective Fiscal Year 2010/2011;

WHEREAS, on September 21, 2010, the Authority informally approved a service charge plus recording fees to be charged to a customer who has a lien placed on their property, to be effective Fiscal Year 2010/2011, currently in effect as set forth in Exhibit "A";

WHEREAS, on September 21, 2010, the Authority informally approved a service charge for delinquent customers with flat-rate sewer accounts, to be effective Fiscal Year 2010/2011, currently in effect as set forth in Exhibit "A";

WHEREAS, the Authority by its informal action on January 4, 2011, implemented Customer enrollment into an Auto Debit Program for Customers desiring to utilize recurring automatic payment withdrawals of incurred rates, fees and charges, for qualifying Customers;

WHEREAS, on January 18, 2011, the Authority informally approved the excess usage adjustment covering the initial thirty (30) day watering period for new sod for Customers who successfully complete a water conservation assessment to receive a water adjustment capped at tier 2;

WHEREAS, on January 18, 2011, the Authority informally approved the excess usage adjustment for a pool fill capped at tier 2;

WHEREAS, on March 1, 2011, the Authority informally approved use of a period adjustment factor formula to take into account long and short billing periods off of the base 30-day period, and provided for corresponding adjustment of Customer accounts;

WHEREAS, on June 5, 2012, the Authority adopted Rate Resolution 2011/2012-06, amending and restating in its entirety Resolution No. 97/98-11, as previously amended by Resolution No. 2003/2004-07, concerning Clay County Utility Authority Pretreatment Program With Respect To General Sewer Use And Pretreatment Of Wastewater;

WHEREAS, on July 2, 2013, the Authority informally approved and authorized staff use and implementation of a Criteria for Customer Returned Check Service Charge Waiver for qualifying Customers;

WHEREAS, on September 3, 2013, the Authority informally approved revisions to the Authority's Septage Haulers Disposal Deposit Policy, Miscellaneous Receivable Policy, and Domestic Waste Application, to be effective as of October 1, 2013;

WHEREAS, on October 1, 2013, the Clay County Utility Authority, an independent special district of the State of Florida (the "Authority" or "Utility"), created and existing under Chapter 94-491, Laws of Florida, Special Acts of 1994 (the "Act"), amended, restated, and adopted its rates, fees, and charges, Service Availability Policy, and Fire Hydrant Meter Policy, for the water, reclaimed (i.e., "reuse") water, and wastewater systems (the "System", "Systems" or "Utility") owned and operated by the Authority within its territorial boundaries as located in parts of Bradford, Clay, and Duval Counties, Florida, by the adoption of Authority Resolution No. 2013/2014-01 (the "Rate Resolution"), by the formal action of the Board of Supervisors (herein so called) of the Authority; and

WHEREAS, on December 3, 2013, the Board of Supervisors of the Authority by formal action adopted Resolution No. 2013/2014-05, which amended and restated in part the Service Availability Policy of the Authority, which is labeled and identified as Attachment 1 to the Rate Resolution, by specifically amending and restating Paragraph 17 of thereof, and by adding as Exhibit "B" to the Service Availability Policy, Attachment 1, setting forth the Authority's then newly adopted As-Built Specifications – Standards Manual; and

WHEREAS, a water utility system connection charge is a funding mechanism that a local government may utilize to pay for improvements to its water utility that are necessary to serve new growth; and

WHEREAS, in order to be constitutional, connection charges must satisfy a dual rational nexus test; and

WHEREAS, the dual rational nexus test requires a local government, in this case the Authority, to show a reasonable nexus between the Authority's need for additional capital facilities and the new construction and that a special benefit is conferred upon the charge payers; and

WHEREAS, the calculation of the Alternative Water Supply connection charge ("AWS Connection Charge") effective October 1, 2015, was based upon the most recent and localized data, as evidenced by the Reclaimed Water Deficit & Augmentation of Reclaimed Water System Projection Study on Long Term Water Supply dated December 2014, prepared by Ray O. Avery, Utility Consultant for the Authority, as supplemented and confirmed by subsequent Utility staff and management analyses and projections, which are on file with the Authority; and

WHEREAS, the accounting of the AWS Connection Charge revenues and expenditures will be provided for and reported in a special and segregated revenue fund entitled "AWS Connection Charge Fund"; and

WHEREAS, the initial amount of the AWS Connection Charge for Fiscal Year 2015/2016 was informally adopted by the Authority Board at a public meeting held on September 20, 2016, and was formally ratified and adopted by the Authority Board at a public meeting on October 4, 2016, to be effective October 1, 2016, by Resolution No. 2015/2016-01; and

WHEREAS, the Authority's annual budget for Fiscal Year 2016/2017, beginning effective October 1, 2016, and continuing through September 30, 2017, incorporates anticipated revenues and expenditures for all systems to be 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; and

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 2016/2017, for the effective and efficient administration of the Utility; and

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 the formal action of its Board of Supervisors hereunder; and the Authority has previously mailed written notice of its September 19, 2016, annual public rate hearing to all of its customers in accordance with applicable law; and

WHEREAS, the Authority conducted its annual public rate hearing on September 19, 2016, commencing at 7:00 p.m., at which its Board of Supervisors considered the proposed Fiscal Year 2016/2017 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 20, 2016, the Board of Supervisors for the Authority adopted its Fiscal Year 2016/2017 rates, fees, charges, budget, and five (5) year capital plan, to be effective on October 1, 2016.

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) "Alternative Water Supply" or "AWS" means any sustainable water source that does not originate from the upper Floridian Aquifer.

(2) "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.

(3) "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.

(4) "AWS Connection Charge" means an equitable and proportionate charge made at the time service is newly requested to cover the growth related capital cost of construction for the AWS supply, transmission, ground storage facilities, pumping facilities, treatment facilities, and distribution system required to develop and provide AWS service to new connections to the water system by new users.

(5) "AWS Connection Charge Fund" means the segregated and restricted fund into which AWS Connection Charge revenues are deposited, to be used exclusively for expanding AWS facilities and/or capacity, or for the payment of debt service on obligations issued to build expanded AWS facilities and capacity.

(6) "AWS Surcharge" means an amount added to every potable water bill to support the development of Alternative Water Supply to augment and replace current water supplies that are or will be depleted over time. This surcharge can be applied to the feasibility of AWS technologies and projects as well as the design and construction of projects that could produce sustainable water supplies.

(7) "AWS Surcharge Fund" means the segregated and restricted fund into which AWS Surcharge revenues are deposited, to be used exclusively for AWS infrastructure costs and expenses.

(8) "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. (Note: the Utility's potable water Connection Charge per ERC includes the AWS Connection Charge, as defined above, which AWS Connection Charge is used for the specific and restricted purpose set forth below for the Utility's AWS policy and initiative.)

(9) "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.

(10) "County", unless the context clearly indicates otherwise, means Clay County, Florida, a political subdivision of the State of Florida.

(11) "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.

(12) "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.

(13) "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.

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

(15) "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.

(16) "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.

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

(18) "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.

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

(20) "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.

(21) "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, or any successor regulations thereto.

(22) "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.

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

(24) "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.

(25) "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.

(26) "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.

(27) "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.

(28) "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.

Any remaining capitalized term shall have the meaning as assigned to that term in the policy, writing, document, instrument, or agreement referenced, or as the context may require.

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. 1997/1998-11, 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 to 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 monthly, 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. Monthly bills, and the Utility's tiered rate system structure, will be based on a 30-day billing cycle. However, both long and short billing periods are permitted by the Utility and will be adjusted as to volume allowances within the Utility's tiered rate system structure based on the ratio of actual number of days in a given billing cycle to the base 30-day period. The adjustment ratio is then applied to the tier 1 value allowance (6 thousand gallons, or 6 KGAL) to determine the adjusted volume allowance. For an example of a long period adjustment, assume the actual billing period is 45 days; the tier 1 usage volume allowance is 9 KGAL $[(45/30) \times 6 = 9]$. The short period adjustment is calculated in the same manner; assume the actual billing period is 15 days; the tier 1 usage volume allowance is 3 KGAL $[(15/30) \times 6 = 3]$. Subsequent tiers (i.e., tiers 2, 3 and 4) will also be adjusted using a corresponding volume allowance adjustment in relationship to the base 30-day billing cycle. The Utility's Customer Service Department will develop and make available to Customer's detailed examples of the mathematical application of this period adjustment factor in practice.

(10) Delinquent Bills. Bills are due when rendered and become delinquent if not paid within twenty (20) days from the invoice date. 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) Non-payment of Flat-Rate Sewer Accounts. Customers with flat-rate sewer accounts will be charged a service charge to cover the collection costs for non-payment as set forth in Exhibit "A" attached hereto and hereby incorporated by reference.

(12) 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.

(13) Lien to Secure Payment. 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. The Customer shall be responsible for a lien process charge and recording fees which will be collected at the time the delinquent balance is paid. 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. The Customer & Public Relations Manager of the Authority may implement such informal processes and procedures as may be informally approved from time to time by the Board of Supervisors of the Authority as may be necessary or helpful to implement the provisions of this Section 3.(13).

(14) Golden Opportunities Plan. 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.

(15) Disability Assistance Plan. Notwithstanding any contrary provision contained herein, any Customer who is permanently disabled, on a limited, fixed, income, which reasonably impairs the ability of the Customer to timely pay their current service bill(s) to the Utility as the same become due, may apply for payment of water, reuse, water and/or wastewater service bill under the Authority's "Disability Assistance 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 Disability Assistance Plan, and proof of permanent disability of the applicant (i.e., Benefit Verification Statement/Form TPQY from Social Security Administration). 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 Disability Assistance Plan Upon admission to the Disability Assistance 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. The currently adopted charges for nonpayment shall be imposed subsequent to disconnection of service for cause, including delinquency in payment.

(16) 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.

(17) 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.

(18) 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.

(19) Customer Account Adjustment Policy. 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.

(20) Refund checks. Refund checks on an account may only be issued to: (i) the active Customer of record for the account; (ii) the Personal Representative of the estate for the Customer, if the Customer is deceased; or (iii) if a Customer is deceased and has a surviving spouse benefitting from the service, the surviving spouse shall be entitled to transfer the service and corresponding Customer deposit to his/her own name as the survivor. Should the name change never occur and the surviving spouse becomes deceased, a refund check may be issued to the Personal Representative of the surviving spouse's estate. The Personal Representative must provide proof of being appointed by the Court as Personal Representative for the estate.

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 monthly 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 monthly 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. 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. The application of this Section 4.(5) is subject to Sections 3.(13) and 3.(14), above, for approved and registered participants in the Authority's Golden Opportunities Plan or Disability Assistance Plan.

(6) Annual Index Adjustment. The Board of Supervisors of the 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.

(7) Alternative Water Supply ("AWS") Policy and Initiative. It is the intent of the Authority to develop Alternative Water Supply ("AWS"), as defined above, in order to ensure a sustainable supply of safe and available potable water for the Authority's current and anticipated future customers. This AWS policy and initiative supplements the Authority's Service Availability Policy, attached below as Attachment 1 hereto, for the purpose of establishing a fair and equitable assessment and imposition of AWS Surcharge and AWS Connection Charge to fund the development and implementation of AWS infrastructure costs and expenses, as further described below. This AWS policy and initiative by the Utility is necessary to address AWS requirements from the St. Johns River Water Management District ("SJRWMD"), the Sewanee River Water Management District ("SRWMD"), and the Florida Department of Environmental Protection ("FDEP"), associated with Minimum Flows and Levels ("MFL") and North Florida Regional Water Supply Planning. This AWS policy and initiative is also necessary in order to put the Utility in the best position possible to research, design, and construct AWS infrastructure necessary to provide current and anticipated future ratepayers of the Authority with a sustainable potable water supply. Budget restraints and financial feasibility will remain key considerations at each phase of AWS development and implementation.

The initial funding for AWS will be accomplished by the AWS Surcharge that will be on every customer's monthly potable water bill, and the AWS Connection Charge that will be added to every new potable water connection.

The AWS Surcharge will fairly and equitably apportion the cost of development of AWS infrastructure over the Authority's potable water utility system ratepayers. It is estimated that the AWS Surcharge will produce funding of approximately \$553,500 per fiscal year (assuming the Authority's current residential and commercial customer base). The funding generated from the AWS Surcharge will be segregated and restricted in the AWS Surcharge Fund, and will only be used for AWS infrastructure costs and expenses, as further described below.

The addition of the AWS Connection Charge to every new potable water connection is estimated to produce funding of approximately \$292,500 per year. The funding generated from the AWS Connection Charge will be segregated and restricted in the AWS Connection Charge Fund, and will only be used for the development of AWS infrastructure costs and expenses, as described below, attributable to and in anticipation of the impact of new growth of the Authority's water system on demand for potable water supply and resulting dependence on the creation and development of AWS, over and above the demand thereof resulting from the Authority's existing potable water customers.

Together, it is estimated that over a twenty (20) year period, the AWS Surcharge and the AWS Connection Charge will produce approximately \$20 million in funding for AWS (assuming interest of 3% and growth of 500 new ERC's per year).

The initial capital project pertaining to and implementation of AWS will be the "Storm Water Harvesting Project" associated with Phase 3 of the Florida Department of Transportation ("FDOT") First Coast Outer Beltway ("FCOB"). The Storm Water Harvesting Project associated with the FDOT's Phase 3 of the FCOB is estimated to cost approximately \$26.8 million per a report entitled "Reclaimed Water Deficit & Augmentation of Reclaimed Water System Projection Study on Long Term Water Supply" (December 2014, page 3), which is on file with the Authority, and has been relied on for purposes of the initial calculation and implementation of the AWS Surcharge and the AWS Connection Charge. Costs and expenses associated with development of AWS infrastructure includes, but is not limited to, feasibility studies, evaluations, land acquisition, property entitlements, design, permitting, construction, testing, and implementation of AWS for the Authority.

The Storm Water Harvesting Project associated with Phase 3 of the FCOB is an initial project within this AWS policy and initiative. The Utility's Capital Reserve Strategy anticipates \$153 million in additional needed funding to support other AWS infrastructure project expenditures. The Authority will initiate additional feasibility studies to further define those additional AWS infrastructure project initiatives, which will be presented for the Authority's Board of Supervisors' consideration and action at a later date. The future funding needs for AWS will also depend upon grant funding that may be available and possible joint jurisdictional agency participation.

The AWS Surcharge, The AWS Connection Charge, and actual vs. estimated costs and expenses of AWS, and specifically Storm Water Harvesting Project costs and expenses, will be evaluated annually. A report on the development of AWS as well as adequacy or need to change the AWS Surcharge or AWS Connection Charge will be presented to the Board of Supervisors by July 1 each fiscal year. Any recommended changes to the AWS

Surcharge or the AWS Connection Charge will be placed in CCUA's annual budget and presented at the Annual Public Rate Hearing for further consideration and action by the Authority's Board of Supervisors.

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 monthly 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 monthly 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. Bills are due and payable when rendered and become delinquent if not paid within thirty (30) 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. The application of this Section 5.(5) is subject to Sections 3.(13) and 3.(14), above, for approved and registered participants in the Authority's Golden Opportunities Plan or Disability Assistance Plan.

(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 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 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 1997/1998-07, and amended and restated by Resolution No. 1997/1998-10, 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. 1997/1998-07 and Resolution No. 1997/1998-10, 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 monthly 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 monthly 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. 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. The application of this Section 6.(7) is subject to Sections 3.(13) and 3.(14), above, for approved and registered participants in the Authority's Golden Opportunities Plan or Disability Assistance Plan.

(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".

Notwithstanding the foregoing, the Executive Director, or his designee, may waive the returned check service charge requirement for Customers that have received notification that their ACH payment has been returned due to an incorrect routing or account number provided at the time payment was made. The Customer must meet all of the following criteria to be eligible for this one-time only courtesy waiver of this charge:

(a) The Customer has had residential or commercial service with the Authority for at least five (5) consecutive years;

(b) The Customer has not had a credit related service interruption or a late payment for at least five (5) consecutive years; and

(c) The ACH payment was returned only as a result of the Customer providing the incorrect routing or account number at the time payment was made. If the Customer's attempted payment is returned for insufficient funds or a stopped payment, the returned check service charge may not be waived under this policy.

If, in the opinion of the Executive Director, or his designee, the Customer satisfies the above conditions, then the Executive Director, or his designee, is authorized to waive the applicable service charge as a one-time only courtesy to the Customer.

(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.

Septage Haulers Disposal Deposit Policy. The Utility will require a security deposit for the payment of domestic waste disposal service it renders as follows:

(a) All new Customers will be required to pay an initial minimum deposit on 25,000 gallons at the current rate. Payment will be due in 15 days from billing date. Billing will be done biweekly. Once a payment is delinquent, disposal authorization will cease until the account is in good standing and the deposit is confirmed to be reasonable to cover the risk of nonpayment.

(b) An existing Customer which does not have a deposit with the Utility and which becomes delinquent shall be required to pay a deposit based on that Customer's average of 12-month history at current rates.

(c) In accordance with the Utility's Miscellaneous Receivable Policy, below, deposits shall be applied to delinquent balances before turning the account over to collections.

(d) If an account has been turned over to collections and that Customer wishes to continue doing business with the Utility, the Utility shall require payment in full of the delinquent balance, including collection agency fees, along with an additional deposit which will be the greater of (i) twice that account's average billing with a minimum of 12-month

history or (ii) twice the estimated monthly billing, but never less than the 25,000 gallons at current rates.

(e) Interest will be paid on deposits held at least 6 months. The interest rate shall be determined annually based on the average interest earned.

Fire Hydrant Meter Deposit. 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. 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.

Auto Debit Program. Notwithstanding anything contained herein to the contrary, the Executive Director or his designee is authorized to offer incentives to qualifying Customers to create online accounts to ensure the timely payment of incurred rates, fees, and charges payable to the Utility without interruption, and who enroll in the Utility's "Auto Debit Program." The purpose of this program is to offer a waiver of the otherwise applicable service re-connection service charge (i.e., additional security deposit due to nonpayment event) for Customers who have had their residential service with the Utility interrupted if the Customer (i) has had residential service with the Utility for at least 5 years, (ii) has not had a credit related service interruption episode or a late payment for at least 5 years, and (iii) can demonstrate extenuating or unusual circumstances surrounding the reason(s) why the original utility bill was not paid on a timely basis. In addition, Customers not meeting the criteria of having the security deposit waived above shall still qualify to sign a "Promise Pay Agreement" in the form prescribed by the Executive Director or his designee, allowing twenty (20) extra days to pay the deposit charged as a result of a nonpayment.

(9) Miscellaneous Receivable Policy.

(a) A Miscellaneous Receivable Policy was adopted by the Board of the Authority in accordance with the Utility's enabling legislation, Chapter 94-491, Laws of Florida, Special Acts of 1994, "to fix and collect rates, user fees, and other charges to persons or property or both for the use of the system or both and to fix and collect charges for making reasonable penalties on any users or property for any such rates, fees, or charges that are delinquent."

(b) If the Customer to be invoiced is currently connected to the Utility's system, any repair charges will be applied to that Customer's account for collection.

(c) As stated on the Utility's invoice, payments are due thirty (30) days from the invoice date, unless it is for septage disposal, which will be due in fifteen (15) days. If payment is not received by the due date a late fee (established in the annual Rate Resolution), a late fee or late charge will be assessed as clearly indicated on the invoice. The Miscellaneous Receivable collection process will allow an additional fifteen (15) days after the original due date before turning the account over to a collection agency.

(i) The account will be turned over to an outside collection agency to proceed with additional collection alternatives; correspondences, credit bureau reporting and legal action for a time not to exceed six (6) years and eleven (11) months for the debt.

(ii) In addition, septage disposal shall be invoiced biweekly. If a delinquent account is a company disposing of domestic waste from portable toilets or septic tanks is turned over to collections the Authority will notify the plant operator to cease authorization of future access. See "Septage Disposal Deposit Policy", above, for terms of collection and/or to resume service.

(d) After a miscellaneous receivable account has remained uncollected for six (6) years and eleven (11) months, the Authority will automatically write the accounts off to the Allowance for Bad Debt Account in the general ledger. A billing adjustment will be made and uncollected debt will be noted in the customer's file for future collection efforts.

(e) The Executive Director or his designee shall promulgate standard forms of Customer applications for domestic waste disposal (i.e., septage hauler's usage) as may be necessary or helpful in the implementation and execution of the various policies set forth in this Rate Resolution.

(10) **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.

(11) **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.

(12) 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.

(13) 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 as set forth in Exhibit "A" 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 Authority's then applicable Bond Resolution(s) (herein so called) 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(s) 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(s) 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
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

<u>Establishment</u>	<u>Unit</u>	<u>ERC Factor</u>
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
Laundry (Self-Service with Water Efficient Front-Loading Commercial Washer)	Per Machine	0.520
Retail Store w/ Self Service Gas Pumps (Add remaining fixture units) (Without pumps use fixture units)	Per Restroom	1.500
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 monthly 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, 18th Edition, as the same may be amended or updated by subsequent editions. 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 or 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 19, 2016, approving the proposed Fiscal Year 2016-2017 rates, fees and charges, this Resolution shall take effect on October 1, 2016.

DULY ADOPTED by the Board of Supervisors, Clay County Utility Authority, on October 4, 2016, to be effective as of October 1, 2016.

BOARD OF SUPERVISORS
CLAY COUNTY UTILITY AUTHORITY

By: 
Michael Vallencourt, 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. 2014/2015-01. 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. 1998/1999-09, which, as may be amended from time to time, 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 Statement 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. 1998/1999-10, 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. 1998/1999-10, 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. 1998/1999-10, as amended. For the current fiscal year, 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, and (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. 1997/1998-08, which, as the same may be amended from time to time, is available for review at the Utility office and is hereby incorporated by reference, (i) 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

If an Applicant advances the charges for certain off-site extensions and oversized facilities which will benefit other properties with excess available capacities, 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 ensure that Utility's design standards are met and to ensure 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 SURVEY 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.

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 "As-built Survey Plans" per Utility's As-built Specifications Standards Manual attached hereto as Exhibit "B";

Neat, legible, handwritten field copy as-built drawings be submitted showing all dimensions and elevations required by the Utility; and

Applicant shall be responsible for paying in advance the Utility's cost for quality control review of "As-built Survey Plans" for each such extension of the Utility's system, based on the Utility's initial estimate of the cost of such review. Applicant shall be charged on an hourly rate an additional cost for completing follow-up, plus plotting and printing costs for any extra proof sets, for extra time required for revisions to the Utility's CADD "As-built Survey Plans", caused by inadequate, inaccurate or incomplete "As-built Survey Plans" provided by the Applicant's surveyor.

Once the Utility has completed a proof set of the final, "As-built Survey Plans" will be provided to the Applicant's contractor for proofreading and verification of its accuracy of quality control review of the revised "As-built-Survey Plans". 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-Survey 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 which are to be 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. 1998/1999-11, 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. 2011/2012-06, 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, marital 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 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 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 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 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 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 (i) the extreme peak demands that can be created when multiple irrigation systems are activated at the same time and (ii) 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 establishment¹.

¹ Language retrieved from the St. Johns River Water Management District website:
http://sjrwmd.com/rule/rule_FAQs.html

- 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. ADJUSTMENT FOR NEWLY SODDED LAWNS

The Authority provides a separate adjustment for Customers who have new sod installed as their lawn on their property or leasehold. The adjustment for new sod is limited to no more than once every five (5) years per Customer. The Customer must provide proof of the newly sodded lawn and Authority staff must schedule a field audit with the Customer to verify that the Customer is not overwatering the newly sodded lawn. If eligible based on the Authority’s verification, then the Customer would receive an adjustment based on a bill calculated with usage rates capped at tier 2 rates. The Customer’s adjusted bill would only apply to the first thirty (30) days after the new sod is installed. The volume of water related to irrigating the new sod would not be subject to sewer charges for that initial thirty (30) day period.

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 and excess usage from that pool fill shall be at tier 2. 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 and with excess usage charges at tier 2 level, 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.

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

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 Paragraph 34 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.

Attachment 2

FIRE HYDRANT METER POLICY RATE SCHEDULE

<u>Description of Fee or Charge</u>	<u>Amount</u>
“Plan A” Deposit (Lessee installs meter)	\$ 1,100.00
“Plan B” Deposit (CCUA installs meter)	\$ 500.00
Application Fee	\$ 30.00
Meter Assembly Base Facility Charge (Per Day)	\$ 2.62
Water Usage Charge (Per 1000 gallons)	\$ 1.84
Meter Setup/Relocation Fee and Fee to Replace Cut Meter Lock	\$ 30.00
Meter Reading Charge	\$ 30.00
Field Visit for Meter Inspection Fee ***	\$ 30.00
Lost Wrench Fee	\$ 30.00
Meter Assembly Damage Fee – The Greater of either Replacement or	\$ 115.00

PLAN “A”: Security deposit and Application Fee: \$ 1,130.00

PLAN ”B”: Security deposit, Application Fee and Meter Set up Charge: \$ 560.00

(*** 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

The Clay County Utility Authority ("CCUA") will hold a Public Hearing on Monday, September 19, 2016, 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 the 2016/2017 budgets.

Note: All service rates are stated as monthly rates. Proposed changes highlighted.

SYSTEM BASE CHARGES:

Meter Size	Water	Wastewater	Reuse
5/8" x 3/4"	\$9.80	\$22.22 *	\$15.48
3/4"	\$14.70	\$30.51	\$23.26
1"	\$24.55	\$55.56	\$38.70
1 & 1/2"	\$49.06	\$111.10	\$77.42
2"	\$78.51	\$177.81	\$123.86
3"	\$157.01	\$355.61	\$247.72
4"	\$245.33	\$555.47	\$387.06
6"	\$490.66	\$1,110.94	\$774.12
8"	\$785.06	\$1,777.95	\$1,238.60
10"	\$1,128.52	\$2,554.73	\$1,780.48
12"	\$2,108.16	\$4,776.77	\$3,327.92

*Residential Wastewater will be charged the same rate regardless of meter size

ALTERNATIVE WATER SUPPLY SURCHARGE:

Per Monthly Water Bill	\$1.00
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CONSUMPTION CHARGES (based on 30 days):

Water System Consumption Rates:

Residential Service:

First 6,000 gallons	\$1.37
Next 6,000 gallons	\$2.85
Next 6,000 gallons	\$3.69
All usage over 18,000 gallons	\$4.74

Note: Consumption charge per 1,000 gallons with allowance per meter equivalent ERC

General Service:

All consumption per 1,000 gallons (Excluding Potable Irrigation Meters)	\$1.84
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General Service:

Potable Irrigation Metered Services

First 10,000 gallons	\$1.37
Next 15,000 gallons	\$2.85
Next 25,000 gallons	\$3.69
All usage over 50,000 gallons	\$4.74

Note: Consumption charge per 1,000 gallons with allowance per meter equivalent ERC

Wastewater System Consumption Rates:

Residential Service:

All Meter Sizes (10,000 gallon cap)	\$3.37
Unmetered Flat Rate	\$48.55
Multi-family Unmetered per Unit	\$38.21

Note: Where reclaimed water is available the cap for residential wastewater usage will not apply

General Service:

Consumption charge per 1,000 gallons of metered water, no cap	\$4.11
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Reclaimed Water Consumption Rates:

Residential and General Service:

First 15,000 gallons	\$0.60
Next 5,000 gallons	\$1.19
All usage over 20,000 gallons	\$1.79

Note: Consumption charge per 1,000 gallons with allowance per meter equivalent ERC

Due to the uncertain outcome of customer reaction to the inclining block rate structure and extraordinary climatic conditions, should actual billed potable water service revenue, after at least six months of operation under these rates which became effective October 1, 2016, falls more than 2% below budgeted water service revenues, then an interim water service rate increase of up to 3% may be initiated without additional advertisement and or public hearing, upon CCUA's Board of Supervisor's approval.

CUSTOMER DEPOSIT: (per ERC)

Security Deposit Amount:

	Water	Wastewater	Reuse
Initial Deposit	\$25.00	\$50.00	\$25.00
Initial Deposit for Customers Without SSN	\$50.00	\$100.00	\$50.00

Annual Interest Rate of .20% will be paid on deposit held at least 6 months

Note: A security deposit is required for all new accounts including transfers and existing accounts that become delinquent and require a field visit. An additional deposit will be required for accounts that are disconnected twice in one 12 month period.

SERVICE CHARGES & MISCELLANEOUS FEES:

After Hours Prepayment for New Service	\$225.00
Same Day Service Charge and After Hours Premise Visit Surcharge (Normal Hours 8 AM to 5 PM, M-F)	\$30.00
Initial Connection, Premise Visit Charge, Normal Reconnection, Reconnection due to Repair, and 2nd Trip	\$30.00
Special Meter Rereads, Hydrant Reading Charge and Backflow Test Final Notice	\$30.00
Nonpayment Charge Before 4:00 PM, Monday – Friday	\$30.00
Nonpayment Charge After 4:00 PM and before 9:00 PM, Monday – Friday	\$85.00
Nonpayment Charge on Weekends and Holidays	\$105.00
Nonpayment Charge Flat Rate Sewer Account	\$70.00
Late Notice Charge	\$3.00
Returned Check Charge	\$30.00
Hydrant Meter: Application Set Up, Relocation Charge, and Fee to Replace Cut Meter Lock	\$30.00
Meter Inspection Fee for New Meter Installations	\$30.00
Meter Testing Charge (5/8"x3/4" & 3/4") (1" & Above Meters: Actual Cost)	\$65.00
Meter Reset Fee	\$115.00
Meter Tampering Charge	\$50.00
Replacement of Broken Curb Stop	\$70.00
Lien Charge (Charge does not include any recording costs, additional collection fees or attorney fees)	\$120.00
Violation Reconnection	\$30.00
Monthly Hydrant Base Charge (plus water at metered rates)	\$78.51
Hydrant Meter Deposit per Hydrant Policy	\$500.00 to \$1,100.00
Hydrant Meter One-Time Fill at CCUA Main Office (plus water at metered rates)	\$50.00
Waste Disposal Deposit per Septage Haulers Disposal Deposit Policy	
Building Water Monthly Charge All Systems (Un-metered used during construction)	\$48.42
Wholesale Reclaimed Water Usage Charge Per 1,000 Gallons	\$0.34
Waste Disposal From Portable Toilets, Septic Tanks, and Landfill Lechate at Sewage Treatment Plant Per 1,000 Gallons	\$87.46
Processing fees to CCUA for Potable Water (Public Water Supply) Distribution and Transmission System Permit	\$250.00
Processing fees to CCUA for Domestic Wastewater Collection/Transmission System Permits	\$250.00
Processing fees to CCUA for Permit Modifications	\$50.00
Energy Surcharge (to be assessed based on a formula) when actual energy sensitive operating expenses exceed budgeted energy sensitive expenses	

Account collection fees and/or costs incurred by CCUA in the course of collecting delinquent balances, which may be based on a percentage at a maximum of 35% of the debt, and all costs and expenses, including reasonable attorneys' fees, which CCUA incurs in such collection efforts, will be paid, in addition to the original balance due, by the customer responsible for the delinquent balance.

SERVICE AVAILABILITY CHARGES:

Water Connection Charge Per ERC	\$340.00
Alternative Water Supply Connection Charge Per ERC	\$325.00
Wastewater Connection Charge Per ERC excluding Keystone included in FDEP Grant SG481030 and LP0512	\$1,845.00
Reclaimed Water Connection Charge Per ERC For Developments with Reclaimed Water Piping Systems	\$300.00
Surcharge for Development of Reclaimed Program (Applicable To All Developments That Do Not Install Reclaimed Piping Systems)	\$410.00
Fire Protection - Initial Charge (Per Gallons Per Minute "GPM" Flow)	\$15.81
Inspection, Plan Review, As-built Drafting, and Recording Fees	Actual Cost
Potable Water Meter, with Backflow Device (5/8"x3/4" Meter with other sizes at cost) Includes Meter Box	\$309.00
Reclaimed Water Meter (5/8"x3/4" Meter with other sizes at cost) Developments with Reclaimed Water Piping Systems & Includes Meter Box	\$251.00
Reclaimed Water System Credit (Single Family Residential Developers-Install Reclaimed Water Piping Systems)	(\$805.00)
Reclaimed Water Meter Installation Credit (Single Family Residential Builders-Install On Site Irrigation Systems and Connect to Reclaimed Water)	(\$355.00)
As defined in Rate Resolution:	
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	3.17%
Finance Charge	2.66%
Middleburg Service Area Development Policy – Distribution and Collection Infrastructure Charge Per Acre	
Water	\$5,276.00
Wastewater	\$10,106.00

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 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

CLAY COUNTY UTILITY AUTHORITY

Tom Morris, Executive Director



As-built Specifications

Standards Manual

Last Modified: April 28, 2016

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068
(904) 272-5999

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I. Acronyms List

The following lists of acronyms are referenced throughout this standards manual.

Acronym	Description
CAD	Computer Aided Drafting; refers to AutoCAD drawings
CCUA	Clay County Utility Authority
QA/QC	Quality Assurance / Quality Control
Engineer	Florida Licensed Professional Engineer
Surveyor	Florida Licensed Professional Surveyor
Contractor	Florida Licensed Underground Utility Contractor

II. Purpose

CCUA has released new specification standards for all submitted as-built drawings. The changes detailed below are effective immediately, so it's important to review this document and consult CCUA with any questions. All referenced material will be provided as an electronic download (e.g., AutoCAD templates), which can be retrieved from CCUA's website.

III. Specifications

A. General

1. Prior to completion of the final inspection, the Contractor shall provide to CCUA an electronic file and certified copies of as-built surveys with all required revisions included as the final as-built survey.
2. All changes requested by CCUA must be made to the electronic file, as well as the printed, signed and sealed copies. Neglecting to provide the required information will delay the final inspection.
3. All measurements are to be made by the Surveyor or Engineer who will be certifying the project as constructed.
4. The Contractor is responsible for coordinating with the Surveyor or Engineer during construction and shall provide access to all utilities prior to being buried; allowing accurate horizontal and vertical measurements to be acquired by the Surveyor or Engineer. In the event of any discrepancies identified by CCUA and at no cost to CCUA, the Contractor shall verify the location and measurements of any buried utilities.

5. Any and all utility information must be collected, regardless of “typical” alignments (including existing obstructing, conflicting, or crossing utility infrastructure). Refer to the information provided in the contract documents (construction plans, specifications, etc.).
6. The Surveyor or Engineer must provide CCUA with a certificate of its professional liability coverage that is no less than one million dollars (\$1,000,000.00) and which names CCUA as an additional insured.

B. Configuration Standards

1. All electronic as-built utility information in the as-built survey must reference the State Plane Coordinate System, Florida East Zone, NAD 83 2011 (horizontal) and NAVD 88 (vertical) utilizing GEOID12A or GEOID12B; the units must be in feet, and be properly projected into its correct spatial location prior to submitting to CCUA. CCUA will not re-project or manipulate as-built surveys in an attempt to correct improperly spatially referenced as-built surveys. It's the certifying Surveyor or Engineer's responsibility to ensure all submitted information adheres to the specifications.
 - a) The Surveyor performing the data collection will independently verify the positional accuracy relative to the referenced horizontal and vertical datum. Local, state or federal agencies vertical and horizontal control points will be used and are independent of checks to local project controls.
 - b) The positional accuracy relative to the referenced published control points used shall not exceed 0.5' horizontally and 0.1' vertically for water and reclaimed water utilities and 0.01' vertically for sewer utilities.
 - c) Coordinates on the utility mains will be required at all pipe dead ends, size changes, points of connection to existing system, fittings (bends, valves, tees, plugs, etc.), at intersections of pipe, at 100' intervals for water mains and 500' intervals for reclaimed and force mains, or to the nearest fitting/structure whichever is less.

- d) Intended Display Scale: All maps or reports of surveys produced and delivered with digital coordinate files must contain a statement to the effect of: “Map is intended to be displayed at a scale of 1”=60’.
- 2. File format shall be AutoCAD (.dwg), saved as version 2007 or higher.
 - 3. All polylines (water, wastewater and reclaimed utility mains, etc.) shall be connected with no broken segments; unless noted in item a) below.
 - a) Polylines shall be broken at each of the following points (fittings / blocks in AutoCAD)
 - (1) Valves (does **NOT** include Air Release Valves)
 - (2) Reducers
 - (3) Tees, Taps and Crosses (including Fire Hydrant Tees)
 - (4) Caps (Tapped Caps)
 - (5) Manholes
 - (6) Clean-outs
 - (7) R.P.Z. B.F.P. (Back-flow Preventer)
 - (8) In-line Ball Valve
 - (9) Point of service
 - (10) Double Detector Check Valves & Check Valves
 - (11) Adapters Couplings (including HDPE-to-PVC, HYMAX and Type of Material Transition Points, etc...)

****DO NOT BREAK at any fittings not listed above. ****

4. Gravity main lines shall be entered as a single line, digitized in the direction of the design flow and broken at manholes. The beginning point of the line would be the upstream end and the ending point would be the downstream end.
5. Force main lines shall be entered as a single line, digitized in the direction of the design flow and broken at items identified in item 3.a) above. The beginning point of the line would be the upstream end and the ending point would be the downstream end.
6. All water, sewer and reclaimed water utility mains shall show a call out designating each size, material, pipe rating and class of pipe installed and include a leader line pointing to the pipe.
 - a) Additionally, gravity sewer mains shall be identified with the length and slope information, matching the sewer schedule (see item D.4 below).
 - b) Changes in material for water, sewer and reclaimed mains shall be identified with a call out (e.g., Ductile Iron to PVC).
7. All new and existing utilities (water, sewer, reclaimed, electrical, communications, etc...) and drainage located within lift station, treatment plant and well sites impacted by construction shall be located relative to property lines and/or right-of-way lines, using the specifications identified in this document.
8. The Surveyor or Engineer shall provide a Boundary Survey as defined in 5J-17.052(2) of the Standards of Practice of the site showing above and below ground improvements impacted by construction within lift station, treatment plant and well sites. All infrastructure, equipment and lines that are necessary for full operation of the site shall be included. Elevations shall be indicated at the finished floor and top of structures and at pipe inverts, wet well tops (rim elevation), wet well sumps and at ground level adjacent to wet wells.
9. Directional drill logs shall be provided and show profile details on the corresponding drawing(s).
10. Blocks inserted into a drawing shall be on the correct layer, identifying those features (including service type).

11. Pre-configured block tool palettes have been provided.
 - a) Make sure to rename the block(s) using the XX or RENAME command, if the desired block is not available within the tool palette.
12. All text (DTEXT and MTEXT) must be masked; **CUT/BROKEN LINES BEHIND TEXT WILL NOT BE ACCEPTED**. Detail(s) also must be masked using the *wipeout* command. The dimensions will be created with masked text using a standard dimension style(s) located within the CCUA template.
13. All dimensioning, text and multileader lines must be drawn using CCUA's provided template (each template has been preconfigured).
 - a) Set the 'Dimension Association' to 2 (exploded dimensions will not be accepted).
 - b) The templates are set to use Arial font, and have been named as follows: CCUA Annotative Text, CCUA Standard Dimension and CCUA Annotative Leader.
14. All corresponding linetypes must be used.
15. Text identifying information about features shall be properly aligned. Text shall be visible on the drawing using the template font style provided and with the base set to the upper left-hand corner of the text which is clear of the linear or block features. For legibility, it may require that the label be moved and accompanied by a leader arrow. The labels shall be placed onto a separate layer and not to be placed on the feature layer itself. Labels must be properly rotated for easy legibility (horizontal alignment).
16. Features shall be placed on their appropriate layers and assigned colors by layer for consistency (see F below). Features shown in the AutoCAD files shall be in model space and be contained in the AutoCAD files as opposed to being linked through externally referenced files (binded layers MUST reflect the correct layers).
 - a) Separate AutoCAD layout tabs are required for water, sewer, reclaimed water, and lift station as-builts.
17. The AutoCAD file shall be reviewed for duplicate objects.

18. Polylines shall be continuous from structure to structure (see item 3.a) above). End points of polylines must be snapped to the end points of connecting polylines, with a structure node being snapped to the end point.
19. The following list of section should be referenced when creating AutoCAD as-built surveys.
 - a) Clean all unnecessary layers and blocks before submitting final as-built plans to CCUA
 - b) Use only CCUA approved layers (see F below)
 - c) Properly place features on the correct AutoCAD layers
 - d) Do not break lines or trim behind text boxes; utilize the text masking feature (also applies to detail blow ups)
 - e) Use reasonably scaled templates and blocks for all drawings
 - f) Add continuations / match lines on all related as-builts
 - g) Do not explode blocks, even if object is owned by others
 - h) Snap all designated blocks at the base point of the object
 - i) Properly connect all lines, blocks, etc.
 - j) Create detail blow-ups to show information in close proximity (to maintain legibility)
20. Layer naming conventions shall follow the NCS (National CAD Standards) guidelines. CCUA's base layers (see F below) will be provided inside of the template AutoCAD file, any other layer(s) added must follow the NCS documentation. For more information on NCS, visit their website at <http://www.nationalcadstandard.org/>.
21. Each block (e.g., hydrant, valves, mains, etc.) shall have feature IDs assigned by the Surveyor or Engineer completing the as-builts, which reference a worksheet table. The worksheet table will contain an inventory of items installed. The entire table must be complete and refer to a corresponding feature on the as-builts (see item E.1 below)
 - a) Pre-configured block tool palettes are available on CCUA's website, located on the development and permitting section.

- b) As blocks are added from the provided tool palettes, a dialog window will prompt asking for the feature ID. For consistency add the sequential number at the end of the feature ID (e.g., WM_VALVE_1, WM_VALVE_2, WM_VALVE_3, etc... see **G below** for more examples).
22. All AutoCAD drawing text annotation, detail blow-ups, and dimensions shall be shown in Model Space. The Contractor, Surveyor or Engineer's title block shall be shown in the layout Viewport.

C. Cost

- 1. The as-built surveys shall be prepared at the Contractor's, or Developer's (applicant) expense.
- 2. The applicant's Contractor shall be responsible for paying in advance to CCUA, the cost for reviewing the final as-built surveys for each extension of the CCUA's utility system. The cost is based on the CCUA's initial estimate of the time needed to review the final as-built surveys.
- 3. Extra time required to review the as-built surveys, due to failure of meeting the as-built specifications or for other inadequate or inaccurate information required of applicant's Surveyor or Contractor to complete CCUA's as-built drawings or by any combination of such factors shall be charged to and paid by the applicant as an additional cost of completing CCUA's final CAD as-built plans, based on a rate of \$35.00 per hour, plus plotting cost for any extra proof sets.

D. **Submission of As-builts**

1. As-built surveys shall be submitted using CCUA's AutoCAD template settings; with the Contractor, Surveyor or Engineer's title block. Sheets shall be 22"x34" and accompanied by all necessary electronic files delivered on CD/DVD or by e-mail.
 - a) Scale shall range between 1"=10' to 1" = 60', unless approved by CCUA.
 - b) Each sheet must be labeled "AS-BUILT" in one-inch high bold letters in the bottom right hand corner and include the following items:
 - (1) Station numbers and with offsets
 - (2) Dimension measurements
 - (3) Lot numbers
 - (4) Street names
 - (5) Scale
 - (6) Location, elevation and datum of the benchmark used
 - (7) Easements as shown on approved plans
 - (8) Certification block (see 3 below)
 - (9) Any other additional requirements as outlined by the Standards of Practice per the Florida Administrative code for Surveying and Mapping
2. Once CCUA has completed its proposed final review of the CAD as-built plans for such extension, a proof set of the proposed plans will be provided to the Contractor for proofreading and verification of the accuracy of CCUA's proposed final CAD as-built drawings, based on the information provided to CCUA by the applicant, Contractor or Surveyor. When CCUA's proposed final CAD as-built drawing have been verified as accurate by the Contractor and CCUA, then a final set of "official" as-built drawing will be plotted by the CCUA and will be prepared and submitted for the signature of the Surveyor and/or Engineer.

3. Each as-built survey sheet is required to have a certification block (as shown below) and bear the name, address, phone number and signature of the Contractor, and Surveyor or Engineer. The Surveyor will certify the horizontal and vertical dimensions and elevations of the project's as-built conditions. The Engineer shall certify the project has been constructed in substantial conformance with the permitted construction plans and specifications. The Contractor will certify that materials and quantities used were accurate and are in accordance with CCUA's approved plans and specifications. The signature(s) certify the as-built survey and information provided is accurate.

a) As-built certification block for the Surveyor:

AS-BUILT			
INFORMATION PROVIDED BY: _____ ADDRESS: _____ PHONE NO: _____			
I HEREBY CERTIFY THAT THE <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <input type="checkbox"/> PAVEMENT <input type="checkbox"/> CURB AND GUTTER <input type="checkbox"/> STORMWATER DRAINAGE <input type="checkbox"/> SYSTEM <input type="checkbox"/> UNDERDRAIN CONNECTIONS </td> <td style="width: 50%; border: none;"> <input type="checkbox"/> WATER MAIN <input type="checkbox"/> SANITARY GRAVITY SYSTEM <input type="checkbox"/> FORCE MAIN <input type="checkbox"/> LIFT STATION <input type="checkbox"/> RECLAIMED WATER </td> </tr> </table> <p style="font-size: small; margin-top: 10px;">ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" SURVEYS AND MEET THE STANDARDS OF PRACTICE PER THE FLORIDA ADMINISTRATIVE CODE FOR SURVEYING AND MAPPING; PER CHAPTER 5J-17, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE DEFINED IN THE CCUA SPECIFICATIONS FOR AS-BUILTS.</p> SIGNATURE: _____ FLORIDA REG. LAND SURVEYOR'S NO: _____		<input type="checkbox"/> PAVEMENT <input type="checkbox"/> CURB AND GUTTER <input type="checkbox"/> STORMWATER DRAINAGE <input type="checkbox"/> SYSTEM <input type="checkbox"/> UNDERDRAIN CONNECTIONS	<input type="checkbox"/> WATER MAIN <input type="checkbox"/> SANITARY GRAVITY SYSTEM <input type="checkbox"/> FORCE MAIN <input type="checkbox"/> LIFT STATION <input type="checkbox"/> RECLAIMED WATER
<input type="checkbox"/> PAVEMENT <input type="checkbox"/> CURB AND GUTTER <input type="checkbox"/> STORMWATER DRAINAGE <input type="checkbox"/> SYSTEM <input type="checkbox"/> UNDERDRAIN CONNECTIONS	<input type="checkbox"/> WATER MAIN <input type="checkbox"/> SANITARY GRAVITY SYSTEM <input type="checkbox"/> FORCE MAIN <input type="checkbox"/> LIFT STATION <input type="checkbox"/> RECLAIMED WATER		

b) As-built certification block for the Engineer:

AS-BUILT	
INFORMATION PROVIDED BY: _____ _____	
ADDRESS: _____ _____	
PHONE #: _____ _____	
I HEREBY CERTIFY IN ACCORDANCE WITH CHAPTERS 471 AND 472 OF FLORIDA STATUTES AND CHAPTER 61G15-23 OF THE FLORIDA BOARD OF PROFESSIONAL ENGINEERS THAT THE	
_____ PAVEMENT	_____ WATER MAIN
_____ CURB AND GUTTER	_____ SANITARY GRAVITY SYSTEM
_____ STORMWATER DRAINAGE	_____ FORCE MAIN
_____ SYSTEM	_____ LIFT STATION
_____ UNDERDRAIN CONNECTIONS	_____ RECLAIMED WATER
ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS AND MEET THE CUA SPECIFICATIONS FOR AS-BUILTS.	
SIGNATURE: _____ _____	
FLORIDA REG. ENGINEER #: _____	

c) As-built certification block for the Contractor:

AS-BUILT	
INFORMATION PROVIDED BY: _____ _____	
ADDRESS: _____ _____	
PHONE #: _____ _____	
I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF	
_____ PAVEMENT	_____ WATER MAIN
_____ CURB AND GUTTER	_____ SANITARY GRAVITY SYSTEM
_____ STORMWATER DRAINAGE	_____ FORCE MAIN
_____ SYSTEM	_____ LIFT STATION
_____ UNDERDRAIN CONNECTIONS	_____ RECLAIMED WATER
ARE IN ACCORDANCE WITH THE APPROVED PLANS AND CUA SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY CUA.	
SIGNATURE: _____ _____	
CONTRACTOR'S STATE UTILITIES LICENSE #: _____	

4. A signed sealed written report in a format acceptable to CCUA (see item a) below) by the Surveyor or Engineer which identifies each manhole by reference number, identifies the inverts of all pipes entering and leaving the manhole, and provides the distance and grade of each pipe between manholes.
 - a) In addition to any written report(s); report information shall be provided in an electronic Microsoft Excel file, which properly identifies columns (e.g., Reference ID, N. Invert, S. Invert, etc.). A template file can be found on CCUA's website.

E. Asset Table Worksheet

1. The following list of information shall be collected and turned in as an electronic Microsoft Excel file on CD/DVD, or sent by e-mail. A template file has already been created and is available on CCUA's website for download.

Fire Hydrants	Valves	RPZ
Feature ID	Feature ID	Feature ID
Plan Sheet Number	Plan Sheet Number	Plan Sheet Number
Easting (X)	Easting (X)	Easting (X)
Northing (Y)	Northing (Y)	Northing (Y)
Model Number	Valve Type	Size of RPZ
Manufacturer	Direction to Open	Year of Installation
Direction to Open	Valve Size	Type of Joint Fitting
Fire Hydrant Size	Year of Installation	Material Transition
Year of Installation	Type of Joint Fitting	Owned By
Date of Installation	Main Type	
Main Size @ F.H. Connection	Model Number	
Manufacturer Year	Manufacturer	
Owned By	Turns to Open	
	Material Transition	
	Survey Elevation	
	Owned By	

Fittings	Locate Wire	Lift Station
Feature ID	Feature ID	Feature ID
Plan Sheet Number	Plan Sheet Number	Plan Sheet Number
Easting (X)	Easting (X)	Easting (X)
Northing (Y)	Northing (Y)	Northing (Y)
Main Type	Main Type	Inv. Elevation In
Fitting Type	Owned By	Inv. Elevation In
Fitting Size		Inv. Elevation In
Material Type		Inv. Elevation Out
Year of Installation		Top Elevation
Type of Joint Fitting		Bottom Elevation
Owned By		Lift Station Diameter
Survey Elevation		Owned By
Material Transition		

Manhole	Cleanout	Bends
Feature ID	Feature ID	Feature ID
Plan Sheet Number	Plan Sheet Number	Plan Sheet Number
Design Manhole Number	Easting (X)	Main Type
Easting (X)	Northing (Y)	Fitting Size
Northing (Y)	Cleanout Size	Material Type
Rim Elevation	Inv. Elevation	Year of Installation
Invert Elevation North	Top Elevation	Type of Joint Fitting
Invert El. Northeast	Year of Installation	Used to Avoid Conflict
Invert El. East		Degree (of bend)
Invert El. Southeast		Survey Elevation
Invert El. South		Material Transition
Invert El. Southwest		
Invert El. West		
Invert El. Northwest		
Year of Installation		

Casing

Feature ID
Plan Sheet Number
Casing Size
Year of Installation
Main Type
Material Type
Upstream Invert
Downstream Invert
Owned By
Survey Elevation

F. Layer Name Format

1. Discipline Designator Values:

*Discipline identifier (value), which is added to the layer name (e.g., **CU**-WATR-DOMC-PIPE-XXXX XXXX XXXX XXXX XX-ST) the value must be four characters in length (see table below).*

Designator	Description
C	Civil
CU	Civil Utilities
V	Survey / Mapping
VU	Survey / Mapping Utilities

2. Layer:

*AutoCAD drawing layer name, which follow the National CAD Standards (e.g., CU-**WATR-DOMC-PIPE**-XXXX XXXX XXXX XXXX XX-ST) the value must be four characters in length (see table below).*

Name	Color	Linetype	Description
C-ANNO-MATL	White	PHANTOM2	Match line annotation
C-ANNO-NOTE	Yellow	Continuous	Note annotation
C-ANNO-TTLB	White	Continuous	Title block annotation
C-BLDG-ANNO	White	Continuous	Building annotation
C-BLDG-STRC	15	Continuous	Building structure
C-ESMT-ANNO	White	Continuous	Easement annotation

C-ESMT-LINE	White	HIDDEN	Easement line
C-POND-ANNO	15	Continuous	Pond annotation
C-POND-LINE	15	HIDDEN	Pond line
C-PROP-ANNO	White	Continuous	Property annotation
C-PROP-LINE	53	DASHDOT2	Property line
C-ROAD-CNTR	10	CENTER2	Roadway center line
C-ROAD-CURB	251	Continuous	Roadway curb / edge
C-ROAD-RWAY	White	PHANTOM2	Roadway right-of-way
C-ROAD-SWLK	251	Continuous	Roadway sidewalk
C-STRM-ANNO	15	Continuous	Storm annotation
C-STRM-LINE	15	Continuous	Storm line
CU-ELEC-ANNO	Yellow	Continuous	Electrical annotation
CU-ELEC-JUNC	14	Continuous	Electrical junction
CU-ELEC-LINE	14	HIDDEN	Electrical line
CU-SSWR-FORC-ANNO	41	Continuous	Sewer forced annotation
CU-SSWR-FORC-DETL	41	Continuous	Sewer forced detail
CU-SSWR-FORC-INF	30	Continuous	Sewer forced infrastructure
CU-SSWR-FORC-PIPE-XXXX XXXX XXXX XXXX XX-ST	30	Continuous	Sewer forced pipe
CU-SSWR-FORC-SRVC	34	Continuous	Sewer forced service
CU-SSWR-GRAV-ANNO	81	Continuous	Sewer gravity annotation
CU-SSWR-GRAV-DETL	81	Continuous	Sewer gravity detail
CU-SSWR-GRAV-INF	GREEN	Continuous	Sewer gravity infrastructure
CU-SSWR-GRAV-PIPE-XXXX XXXX XXXX XXXX XX-ST	GREEN	Continuous	Sewer gravity pipe
CU-SSWR-GRAV-SRVC	106	Continuous	Sewer gravity service
CU-SSWR-STRC-LIFT	Yellow	Continuous	Sewer Lift Station structure
CU-WATR-DOMC-ANNO	143	Continuous	Water domestic annotation
CU-WATR-DOMC-DETL	143	Continuous	Water domestic detail
CU-WATR-DOMC-INF	Cyan	Continuous	Water domestic infrastructure
CU-WATR-DOMC-PIPE-XXXX XXXX XXXX XXXX XX-ST	Cyan	Continuous	Water domestic pipe
CU-WATR-DOMC-SRVC	154	Continuous	Water domestic service
CU-WATR-RECL-ANNO	191	Continuous	Water reclaimed annotation
CU-WATR-RECL-DETL	191	Continuous	Water reclaimed detail
CU-WATR-RECL-INF	190	Continuous	Water reclaimed infrastructure
CU-WATR-RECL-PIPE-XXXX XXXX XXXX XXXX XX-ST	190	Continuous	Water reclaimed pipe
CU-WATR-RECL-SRVC	185	Continuous	Water reclaimed service

**Layers not included in list shall be added following the NCS guidelines. CUA shall be provided a list of any new layers added.*

3. Size Values:

Size identifier (value), which is added to the layer name (e.g., CU-WATR-DOMC-PIPE-XXXX XXXX XXXX XXXX XX-ST) the value must be four characters in length (see table below).

Size*	Description
0.25	1/4"
0.50	1/2"
0.75	3/4"
1.25	1-1/4"
1.50	1-1/2"
1.75	1-3/4"
2.00	2"
2.25	2-1/4"
2.50	2-1/2"
3.00	3"
4.00	4"
6.00	6"
8.00	8"
10.0	10"
12.0	12"
14.0	14"
16.0	16"
18.0	18"
20.0	20"
24.0	24"
30.0	30"
36.0	36"

*Values not included in list shall be added and abbreviated with four (4) characters. CCUA shall be provided a list of any new values added.

4. Material Values:

Material identifier (value), which is added to the layer name (e.g., CU-WATR-DOMC-PIPE-XXXX XXXX XXXX XX-ST) the value must be four characters in length (see table below).

Identifier*	Description
CIRN	Cast Iron
DIRN	Ductile Iron
FPVC	Fusible Polyvinyl Chloride

HDPE	High-Density Polyethylene
PVC~	Polyvinyl Chloride
SSTL	Stainless Steel
STEL	Steel

**Values not included in list shall be added and abbreviated with four (4) characters. CCUA shall be provided a list of any new values added.*

5. Class Values:

*Class identifier (value), which is added to the layer name (e.g., CU-WATR-DOMC-PIPE-XXXX XXXX **XXXX** XXXX XX-ST) the value must be four characters in length (see table below).*

Designator*	Description
0000	Not Applicable
0051	Class 51
0150	Class 150
0300	Class 300
0900	Class 900
0905	Class 905

**Values not included in list shall be added and abbreviated with four (4) characters. CCUA shall be provided a list of any new values added.*

6. Rating Values:

*Rating identifier (value), which is added to the layer name (e.g., CU-WATR-DOMC-PIPE-XXXX XXXX XXXX **XXXX** XX-ST) the value must be four characters in length (see table below).*

Identifier*	Description
0000	Not Applicable
DR09	Dimension Ratio (DR) is 9
DR11	Dimension Ratio (DR) is 11
DR18	Dimension Ratio (DR) is 18
DR21	Dimension Ratio (DR) is 21
DR25	Dimension Ratio (DR) is 25
DR26	Dimension Ratio (DR) is 26
DR35	Dimension Ratio (DR) is 35
SC40	Schedule 40
SC80	Schedule 80

**Values not included in list shall be added and abbreviated with four (4) characters. CCUA shall be provided a list of any new values added.*

7. Construction Values:

*Construction identifier (value), which is added to the layer name (e.g., CU-WATR-DOMC-PIPE-XXXX XXXX XXXX XXXX **XX**-ST) the value must be four characters in length (see table below).*

Identifier*	Description
DD	Directional Drill
JB	Jack and Bore
OC	Open-cut
PB	Pipe Burst
PP	Pipe Push

**Values not included in list shall be added and abbreviated with two (2) characters. CCUA shall be provided a list of any new values added.*

8. Status Field Codes:

*Status identifier (code), which is added to the end of the layer name (e.g., CU-WATR-DOMC-PIPE-XXXX XXXX XXXX XXXX **XX**-ST)*

Code	Description
A	Abandoned
D	Existing to demolish
E	Existing to remain
F	Future work
M	Items to be moved
N	New work
O	Owned by others

9. Examples:

Layer Name
CU-SSWR-GRAV-PIPE-4.00 PVC~ 0000 DR26 OC
CU-SSWR-FORC-PIPE-4.00 PVC~ 0900 DR18 OC
CU-SSWR-FORC-PIPE-8.00 DIRN 0051 DR18 OC
CU-WATR-DOMC-PIPE-2.00 PVC~ 0000 SC80 OC
CU-WATR-DOMC-PIPE-36.0 PVC~ 0900 DR21 OC
CU-WATR-RECL-PIPE-4.00 PVC~ 0900 DR21 OC

G. Block Naming

Block Name	Feature ID	Layer	Description
WM_RPZ	WM_RPZ_*	CU-WATR-DOMC-INFS	Water Reduced Pressure Zone
WM_CV	WM_CV_*	CU-WATR-DOMC-INFS	Water Check Valve
WM_DBLCV	WM_DBLCV_*	CU-WATR-DOMC-INFS	Water Double Detector Check Valve
WM_DIA_APT_COUPLING	WM_DIA_APT_COUPLING_*	CU-WATR-DOMC-INFS	Water Coupling
WM_SLEEVE	WM_SLEEVE_*	CU-WATR-DOMC-INFS	Water Sleeve
WM_FLUSHHYD	WM_FLUSHHYD_*	CU-WATR-DOMC-INFS	Water Flushing Hydrant
WM_LWBOX	WM_LWBOX_*	CU-WATR-DOMC-INFS	Water Locate Wire Box
WM_METER	WM_METER_*	CU-WATR-DOMC-INFS	Water Meter
WM_TAP_CAP_wFLHYD	WM_TAP_CAP_wFLHYD_*	CU-WATR-DOMC-INFS	Water Tap Cap
WM_FIREHYD	WM_FIREHYD_*	CU-WATR-DOMC-INFS	Water Fire Hydrant
WM_PLUG	WM_PLUG_*	CU-WATR-DOMC-INFS	Water Plug/Cap
WM_VALVE	WM_VALVE_*	CU-WATR-DOMC-INFS	Water Valve
WM_ARV	WM_ARV_*	CU-WATR-DOMC-INFS	Water Air Release Valve
WM_REDUCER	WM_REDUCER_*	CU-WATR-DOMC-INFS	Water Reducer
WM_CROSS	WM_CROSS_*	CU-WATR-DOMC-INFS	Water Cross
WM_11.25BEND	WM_11.25BEND_*	CU-WATR-DOMC-INFS	Water 11.25° Bend
WM_22.5BEND	WM_22.5BEND_*	CU-WATR-DOMC-INFS	Water 22.5° Bend
WM_45BEND	WM_45BEND_*	CU-WATR-DOMC-INFS	Water 45° Bend
WM_90BEND	WM_90BEND_*	CU-WATR-DOMC-INFS	Water 90° Bend
WM_BEND_TURNED	WM_BEND_TURNED_*	CU-WATR-DOMC-INFS	Water Bend Turned
WM_CASING	WM_CASING_*	CU-WATR-DOMC-INFS	Water Main Casing
RE_CV	RE_CV_*	CU-WATR-RECL-INFS	Reuse Check Valve
RE_DBLCV	RE_DBLCV_*	CU-WATR-RECL-INFS	Reuse Double Detector Check Valve
RE_DIA_APT_COUPLING	RE_DIA_APT_COUPLING_*	CU-WATR-RECL-INFS	Reuse Coupling
RE_SLEEVE	RE_SLEEVE_*	CU-WATR-RECL-INFS	Reuse Sleeve
RE_FLUSHHYD	RE_FLUSHHYD_*	CU-WATR-RECL-INFS	Reuse Flushing Hydrant
RE_LWBOX	RE_LWBOX_*	CU-WATR-RECL-INFS	Reuse Locate Wire Box
RE_METER	RE_METER_*	CU-WATR-RECL-INFS	Reuse Meter
RE_TAP_CAP_wFLHYD	RE_TAP_CAP_wFLHYD_*	CU-WATR-RECL-INFS	Reuse Tap Cap
RE_FIREHYD	RE_FIREHYD_*	CU-WATR-RECL-INFS	Reuse Fire Hydrant
RE_PLUG	RE_PLUG_*	CU-WATR-RECL-INFS	Reuse Plug/Cap
RE_VALVE	RE_VALVE_*	CU-WATR-RECL-INFS	Reuse Valve
RE_ARV	RE_ARV_*	CU-WATR-RECL-INFS	Reuse Air Release Valve
RE_REDUCER	RE_REDUCER_*	CU-WATR-RECL-INFS	Reuse Reducer
RE_CROSS	RE_CROSS_*	CU-WATR-RECL-INFS	Reuse Cross
RE_11.25BEND	RE_11.25BEND_*	CU-WATR-RECL-INFS	Reuse 11.25° Bend
RE_22.5BEND	RE_22.5BEND_*	CU-WATR-RECL-INFS	Reuse 22.5° Bend

RE_45BEND	RE_45BEND_*	CU-WATR-RECL-INFS	Reuse 45° Bend
RE_90BEND	RE_90BEND_*	CU-WATR-RECL-INFS	Reuse 90° Bend
RE_BEND_TURNED	RE_BEND_TURNED_*	CU-WATR-RECL-INFS	Reuse Bend Turned
RE_CASING	RE_CASING_*	CU-WATR-RECL-INFS	Reuse Main Casing
FM_CV	FM_CV_*	CU-SSWR-FORC-INFS	Force Main Check Valve
FM_DBLCV	FM_DBLCV_*	CU-SSWR-FORC-INFS	Force Main Double Detector Check Valve
FM_DIA_APT_COUPLING	FM_DIA_APT_COUPLING_*	CU-SSWR-FORC-INFS	Force Main Coupling
FM_SLEEVE	FM_SLEEVE_*	CU-SSWR-FORC-INFS	Force Main Sleeve
FM_FLUSHHYD	FM_FLUSHHYD_*	CU-SSWR-FORC-INFS	Force Main Flushing Hydrant
FM_LWBOX	FM_LWBOX_*	CU-SSWR-FORC-INFS	Force Main Locate Wire Box
FM_TAP_CAP_wFLHYD	FM_TAP_CAP_wFLHYD_*	CU-SSWR-FORC-INFS	Force Main Tap Cap
FM_PLUG	FM_PLUG_*	CU-SSWR-FORC-INFS	Force Main Plug/Cap
FM_VALVE	FM_VALVE_*	CU-SSWR-FORC-INFS	Force Main Valve
FM_ARV	FM_ARV_*	CU-SSWR-FORC-INFS	Force Main Air Release Valve
FM_FMDUCER	FM_FMDUCER_*	CU-SSWR-FORC-INFS	Force Main Reducer
FM_CROSS	FM_CROSS_*	CU-SSWR-FORC-INFS	Force Main Cross
FM_11.25BEND	FM_11.25BEND_*	CU-SSWR-FORC-INFS	Force Main 11.25° Bend
FM_22.5BEND	FM_22.5BEND_*	CU-SSWR-FORC-INFS	Force Main 22.5° Bend
FM_45BEND	FM_45BEND_*	CU-SSWR-FORC-INFS	Force Main 45° Bend
FM_90BEND	FM_90BEND_*	CU-SSWR-FORC-INFS	Force Main 90° Bend
FM_BEND_TURNED	FM_BEND_TURNED_*	CU-SSWR-FORC-INFS	Force Main Bend Turned
FM_CASING	FM_CASING_*	CU-SSWR-FORC-INFS	Force Main Casing
SS_PLUG	SS_PLUG_*	CU-SSWR-GRAV-INFS	Gravity Sewer Plug
SS_MANHOLE	SS_MANHOLE_*	CU-SSWR-GRAV-INFS	Gravity Sewer Plug
SS_CLEANOUT	SS_CLEANOUT_*	CU-SSWR-GRAV-INFS	Gravity Sewer Plug

IV. Revision History

Revision	Date	Employee	Description
1	12/09/2013	Daniel Johns	Clarification of III.B.8
2	02/26/2014	Daniel Johns	Q1 of 2014: Revisions to III.B.1.a); III.B.16; III.B.19.b); III.B.20; III.D.3 and addition of III.F
3	10/30/2014	Daniel Johns	Q4 of 2014: Revisions to B.1, B.21, D.1, E.1 and added section G
4	04/27/2016	Daniel Johns	Q2 of 2016: Revisions to B.1, B.21, D.1, D.3.a, E and added B.22, D.1.b.9, and G
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