

RESOLUTION NO. 05-277

A RESOLUTION OF THE ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS CONSOLIDATING THE NORTH HUTCHINSON ISLAND UTILITY DISTRICT, THE AIRPORT UTILITY DISTRICT, THE NORTH COUNTY (HOLIDAY PINES) UTILITY DISTRICT, THE MID COUNTY DISTRICT, THE INDIAN RIVER ESTATES MSBU DISTRICT AND THE HEW UTILITY DISTRICT INTO A SINGLE UTILITY WITHIN THE ST. LUCIE COUNTY WATER AND SEWER DISTRICT; AUTHORIZING THE ESTABLISHMENT OF UTILITY RATES, FEES, CHARGES, POLICIES AND PROCEDURES FOR THE CONSOLIDATED UTILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant Ordinance No. 04-023, (the "District Ordinance") the County Commission created the St. Lucie County Water and Sewer District ("District") for the purpose of consolidating the provision of water, wastewater, and reclaimed water service within the boundaries of the District and for providing needed public utilities in unincorporated areas of the County in a manner which provides the most effective, environmentally sound, safe and economic wastewater and potable water systems consistent with present demand and future growth requirements, which promotes orderly, compact urban growth and in a manner that shall not promote a pattern of development that would result in low density sprawl across the unincorporated areas of the community, and which complies with the requirements of the County Comprehensive Plan; and

WHEREAS, the County, by this Resolution, intends to effectuate such consolidation of utilities within the District consistent with the provisions of the District Ordinance.

WHEREAS, the Board, on the advice and recommendation of its utility staff and technical advisors, finds that the proposed Schedules of Rates, Fees and Charges for customers of the consolidated District set forth in the attached Exhibit 1, and the proposed Service Policy

and Extension Policy for the consolidated District set forth in the attached Exhibit 2 are just and equitable and in the public interest; and

WHEREAS, the Board provided written notice of the proposed Schedule of Rates, Fees and Charges and Policies for the consolidated District to the utility customers within the District which notice set forth the date, time and place of the meeting of the Board at which such proposals would be considered.

NOW THEREFORE, be it resolved by the Board of County Commissioners of St. Lucie County , Florida:

Section 1. CONSOLIDATION OF UTILITIES IN THE DISTRICT. Pursuant to the District Ordinance, the County Comprehensive Plan, Chapter 153, Part II, Florida Statutes, and Section 189.4041, Florida Statutes, and contingent upon receipt of all necessary approvals required under existing County utility bond resolutions, the Board of County Commissioners determines it to be necessary in the public interest and hereby does consolidate the following County utility systems into a single utility within the District: North Hutchinson Island Utility District; Holiday Pines Utility District, the Airport Utility District, Mid County Utility District, Indian River Estates Municipal Service Benefit Unit District and the HEW Utility District (the “Consolidated Utilities”). The consolidated utility shall be hereafter known as the “St. Lucie County Water and Sewer District”.

Section 2. ESTABLISHMENT OF UTILITY RATES, FEES AND CHARGES, POLICIES AND PROCEDURES FOR THE DISTRICT. The Schedule of Rates, Fees and Charges for the St. Lucie County Water and Sewer District attached to this Resolution as Exhibit 1 (the “Rate Schedule”) is hereby adopted. The Rate Schedule shall be effective commencing with the first billing cycles after the effective date of this Resolution. The Utility Service Policy

and the Utility Extension Policy attached to this Resolution as Exhibit 2 (the "Policies and Procedures") are hereby adopted. The Policies and Procedures shall be effective upon the effective date of this Resolution. Revisions to the Schedule of Rates, Fees and Charges, and to the Policies may be made by Resolution. A map of the service boundaries of the St. Lucie County Water and Sewer District is attached to this Resolution as Exhibit 3.

Section 3. SEVERABILITY. If any section, paragraph, sentence, clause, phrase, or word of this Resolution is for any reason held by a court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Resolution.

Section 4. EFFECTIVE DATE. This Resolution shall become effective upon adoption (the "Effective Date"). Upon the Effective Date, the County Finance Director is directed to consolidate all of the Assets, Funds and Financial Reporting of the Consolidated Utilities into the St. Lucie County Water and Sewer District.

Section 5. ADOPTION. After motion and second, the vote on this Resolution was as follows:

Chairman Frannie Hutchinson	AYE
Vice Chairman Doug Coward	AYE
Commissioner Joe Smith	AYE
Commissioner Chris Craft	NO
Commissioner Paula A. Lewis	AYE

PASSED AND DULY ENACTED this 2nd day of August, 2005.

ATTEST:

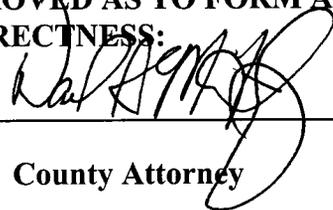

Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: 
Chairman

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY:  _____

County Attorney

EXHIBIT "1"

AVAILABLE FOR VIEWING IN ST. LUCIE COUNTY ATTORNEY'S OFFICE

EXHIBIT "2"

AVAILABLE FOR VIEWING IN THE ST. LUCIE COUNTY ATTORNEY'S OFFICE

EXHIBIT "1"

AVAILABLE FOR VIEWING IN ST. LUCIE COUNTY ATTORNEY'S OFFICE

ST. LUCIE COUNTY WATER AND SEWER UTILITY DISTRICT
UTILITY SERVICE POLICY

CHAPTER 1 - GENERAL

SECTION 1 - POLICIES

PURPOSE

The purpose of this Utility Service Policy (USP) manual is to establish uniform and non-discriminatory regulations, policies, standards and utility fees for the proper administration of the St. Lucie County Water and Sewer Utility District (SLCU). The USP is part of SLCU Uniform Policies and Procedures ("UPAP"), which includes the Utility Extension Policy ("UEP"), the Utility Connection Regulations ("UCR") and other policies and procedures adopted by the Board of County Commissioners ("District Board"), as may be amended from time to time. The provisions of the UPAP and terms as defined in the UPAP are incorporated in this USP by reference.

SLCU has, and may from time to time enter into, certain agreements with other regional utility providers to provide bulk water supply and treatment, wastewater treatment and disposal and reclaimed water supply to SLCU. Currently St. Lucie County has bulk service agreements with the Fort Pierce Utility Authority ("FPUA") and with the City of Port St. Lucie ("PSL"). These agreements are incorporated in the UPAP by reference and made a part of the UPAP. To the extent that these and any other bulk service agreements entered into by SLCU in the future have additional requirements or impose different regulations and policies, such requirements, regulations and policies shall also apply to Customers of SLCU.

VALIDITY

The policies and the procedures specified herein supersede and replace any prior policies, procedures, regulations, fees, etc., governing provision of utility service by SLCU. In the event that a portion of this USP document is declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of this USP.

REVIEW OF POLICIES AND PROCEDURES MANUAL

The District Board shall periodically review this USP to evaluate the adequacy of its provisions. Revisions must be approved by the District Board prior to implementation and dissemination except as may be authorized as a ministerial responsibility.

MINISTERIAL RESPONSIBILITIES AUTHORIZED

The District Board hereby delegates and authorizes the Utility Director of SLCU, and his designees, to perform those functions necessary to properly conduct the business of SLCU in conformance with the policies, procedures and regulations set forth in this USP, as well as under applicable law and regulation. Such functions include, but are not limited to, the ability to execute and record Standard Potable Water Development Agreements, Standard Wastewater Development Agreements, Standard Reclaimed Water Development Agreements, indemnity agreements, easements, deeds, liens, permits and such other documents as are necessary and ordinary for carrying out the day-to-day activities of SLCU. Such functions further include interpretation of applicability and the ability to implement corrections to the USP and accompanying documents when minor in nature and not otherwise legally requiring an action of the District Board for implementation. Consistent implementing procedures may also be adopted by SLCU Utility Director, without further approval by SLCU.

SECTION 2 - GENERAL DEFINITIONS/PROCEDURES

The following definitions are used in or useful in interpreting and understanding the USP, UEP and the UPAP. Technical terms will be defined in accordance with standard references if not defined herein to the contrary. Such reference sources include, but are not limited to, the American Water Works Association, the Florida Water Management Districts, the Florida Health Departments and the Florida Department of Environmental Protection.

The UPAP, USP and UEP are gender neutral. Masculine gender shall include the feminine and vice versa. Shall is mandatory. May is permissive or discretionary. The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the content of its use.

Account Activation Fee. A fee designed to recover the expenses incurred by SLCU in establishing an account for billing purposes and turning on the water meter.

Account Re-Activation Fee. A fee designed to recover the expenses incurred by SLCU in re-establishing a customer account and turning on the water meter.

Act or The Act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended from time to time, 33 U.S.C. 1251, et seq.

Administrative Hearing Board (AHB). A three (3) member board established to hear and review disputes relating to the correctness of utility bills, the imposition of utility fees, and challenges to termination of service.

Auxiliary Water Supply. Any water supply on or available to the premises other than SLCU approved public potable water supply. These auxiliary waters may include water from a public reclaimed water system, private non-potable water supply, or any natural source(s), including but not limited to wells, springs, rivers, streams, or canals.

Backflow Preventer. A device and/or method of construction used to prevent Backflow into a potable water system. The type of assembly used should be based on the degree of hazard, either existing or potential.

Base Facility Charge/Fee. A charge/fee paid on a monthly basis by all Customers to recover a portion of the Customer's share of the utility's fixed or non-variable costs.

Business Hours.

Administration, Finance & Accounting, and Engineering- 9:00 a.m. to 5:00 p.m.

Customer Service - 9:00 a.m. to 5:00 p.m.

Operations & Maintenance - 9:00 a.m. to 5:00 p.m.

All hours shown are Monday through Friday, excluding holidays.

Commodity Charge/Fee (Gallorage Charge). A charge/fee paid on a monthly basis by all Customers with recorded consumption during the month. The Commodity Fee is intended to recover the customer's share of the Utility's variable operating expenses and a portion of fixed and non-variable expenses not recovered by the Base Facility Charge.

Connection Fee. The fee assessed by the County for the connection of existing or proposed development to District utility Facilities. The amount of such fee, as amended from time to time, represents the proportionate share, per ERC, of the reasonably anticipated capital cost of expanding, oversizing, acquiring, or constructing the County's planned and existing facilities within the County service area where such expansion, oversizing, acquisition, or construction is necessitated by the connection of new customers (or additional use by existing customers) to the existing utility facilities, for the benefit of new and not-yet-served customers.

Community Wastewater Treatment Plant. A community wastewater treatment plant is defined to mean a temporary wastewater treatment plant for a development, its collection system, appurtenant effluent disposal/reclaimed water reuse facilities, and sludge treatment and disposal facilities.

Contract For Service. The document by which a customer's financial responsibility is established for the charges legally assessed against the service address(es) specified therein.

County. A political subdivision of the State of Florida, known as St. Lucie County, as governed by the Board of County Commissioners (BOCC).

County Standard Developer Agreement. The Standard Developer Agreement, as adopted and amended from time to time by the BOCC, setting forth specific requirements of a Developer in connection with a reservation of capacity in the Utility System.

Customer. An Applicant which has contracted to receive utility services from a Utility and is financially responsible for the payment of all charges legally assessed by the Utility with respect to that particular connection to the Utilities' facilities. Also the actual user of these utility services.

Customer, Bulk. A customer of a Utility which redistributes utility services through its own utility facilities.

Customer, New. An Applicant for property that has existing development or is proposed for development.

Developer. Property Owner, or an agent of the Owner, of land proposed for Development.

Development, Existing. A single family residence, a multi-family structure, or a single parcel of property with one or more existing structures used for residential, commercial, commercial residential, industrial, or manufacturing purposes that generates wastewater flow to On-Site Wastewater Treatment Disposal System or a Private Wastewater Treatment Facility within the St. Lucie County Wastewater Service Area.

Development, Proposed. Any change in land use which alters or creates the demands for utility services; any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or permanent storage of materials; the act of building, engineering, mining, or other operations in, on, over, or under land; and/or the making of any material change in the use of any building or other land.

District. The St. Lucie County Water and Wastewater Utility District.

District Board. The Governing Board of the St. Lucie County Water and Wastewater Utility District.

District Utility Director. The District Utility Director or the District Utility Director's designee.

Dry-line Facilities. Utility facilities that are permanent in nature, that have been installed, but are not useable until other permanent facilities are available.

Effluent. Water, after some degree of treatment, flowing out of any treatment device or facility.

Equivalent Residential Connection. A unit of potable water, reclaimed water, or wastewater capacity in the applicable District utility system which is equivalent to the average number of gallons per day of service attributable to a single family detached residence as such number is established from time to time by the District Utility Director for the applicable service.

Force Mains. See Wastewater Facilities, Pressure.

Individual On-Site Wastewater Disposal Facilities. On-Site Wastewater Disposal Facilities that provide Wastewater services to a single housing unit.

Individual On-Site Water Supply Facility. A water well serving a single housing unit.

Line Extension. Any utility conveyance system improvements needed to provide service to an existing or future development.

Low Pressure Sewer Facilities. See Wastewater Facilities, Low Pressure.

Off-Site Facilities. Utility facilities that are located between the Applicant's property limits and any and all POC's.

On-Site Facilities. Utility facilities that are located within an Applicant's property limits.

On-Site Wastewater Disposal Facilities. The facilities used for the treatment of wastewater in septic tanks and the disposal of the effluent by absorption fields.

Oversized Facilities. Any utility facilities which are sized beyond the needs of the development for which the facilities were initially installed.

Oversizing. Utility facilities which are constructed to provide capacity for existing and/or future developments in excess of the utility capacity requirements of the property owner's development.

Point of Connection. A point of entry into a utility system, given by the Utility to an Applicant; the point at which the property owner receives utility service.

Potable Water. Water that meets the Environmental Protection Agency standards for human consumption.

Potable Water Facilities. All facilities required for the production, treatment, storage, transmission, distribution, and delivery of potable water.

Potable Water Facilities, Common. Potable water supply facilities formed by an on-site well with more than one connection serving more than one dwelling unit. Common potable water supply facilities shall meet HRS requirements for a Private Water Supply.

Potable Water Facilities, Distribution. Those pipes, fire hydrants, valves, fittings, service connections, and appurtenances, sized in accordance with District engineering standards, used to convey potable water from a master planned transmission system to a customer.

Potable Water Facilities, Municipal. Public potable water facilities which are provided by a City or County and shall meet HRS requirements for a Public Water Supply.

Potable Water Facilities, Private. Potable water facilities for which the construction or operating permits are issued to other than a municipality or county.

Potable Water Facilities, Public. Potable water facilities for which the construction or operating permits are issued to a municipality or county.

Potable Water Facilities, Supply. Those facilities used to develop a source of potable water and its treatment including, but not limited to wells, raw water mains, treatment facilities, storage tanks, pumping stations, etc.

Potable Water Facilities, Supply, Individual On-Site. A potable water supply formed by an on-site well with one connection serving a single unit. Individual private wells shall meet HRS requirements for a Private Water Supply.

Potable Water Facilities, Transmission. Those pipes, fire hydrants, valves, fittings, and appurtenances, sized in accordance with District engineering standards, used to convey potable water from potable water supply facilities or a pumping station to a distribution system.

Property Owner. The title holder of record for a parcel of land, or its duly authorized representative or agent, or occupants of said property, who applies, either voluntarily or through the mandatory connections procedures, for utility service to and for said property, and who can bind the property owner to all legal obligations related to utility services.

Reclaimed Water. Domestic Wastewater that has received at least secondary treatment, as defined by FDEP, and treatment as required by policy of the Sanitary Sewerage Element of the St. Lucie County Comprehensive Plan, and is reused after flowing out of a wastewater treatment facility.

Reclaimed Water Facilities. All facilities required for the storage, transmission, and distribution of reclaimed water.

Reclaimed Water Facilities, Distribution. Those pipes, valves, fittings, service connections, and appurtenances, sized in accordance with District utility standards, used to convey reclaimed water from reclaimed water transmission facilities to a customer.

Reclaimed Water Facilities, Transmission. Those pipes, valves, fittings, and appurtenances identified and sized in accordance with the reclaimed water master plans, constructed in accordance with District utility standards, used to convey reclaimed water from a wastewater treatment plant or pumping station to reclaimed water distribution facilities.

Reclaimed Water Service Connection. The reclaimed water connection from a reclaimed water distribution facility to the point of delivery for a Customer. For a residential Customer, this point of delivery is the downstream side of the meter at the Customer's property line. For a non-residential Customer, the actual point of delivery may be at a location other than the property line, to be determined by the District Utility Director in coordination with the Customer.

Reuse. The deliberate application of reclaimed water for a beneficial purpose which reduces the use of water of a higher quality.

Reuse Facilities. Those facilities located downstream of the service connection for the purpose of practicing reuse.

Service Area. The parcel(s) of land to which a Utility is legally entitled to provide utility services.

Service Area, Municipal. The area within which a county, municipality, or other governmental authority or agency by a law or agreement is allowed to provide utility services.

Service Availability (Availability of Service). The results of determining, through engineering analysis and of cost and operational feasibility studies, if utility service is available to an Applicant for property that has existing development or is proposed for development.

Sewage, Domestic or Sanitary. See Wastewater, Domestic or Sanitary

UPAP. The Utility Policies and Procedures of SLCU, which include the Utility Service Policy (USP), the Utility Extension Policy (UEP), the Utility Connections Regulations (UCR), the utility rate tariff, and other utility policies and procedures adopted and revised from time to time by SLCU.

Utility. A publicly or privately owned company or legal entity that provides to its customers products and/or services. Such products may be gas, electricity, water, etc.; and such services may be transportation systems, stormwater management systems, wastewater treatment and disposal systems, etc. In these regulations the use of this word will be restricted to an entity that supplies potable water, reclaimed water, and wastewater products and services to its customers.

Utility Facilities. All the facilities controlled by a Utility required to provide customers with potable water, reclaimed water, and/or wastewater products and/or services.

Utility Facilities, Private. Utility facilities for which the construction or operating permits are issue to other than a county or municipality.

Utility Facilities, Public. Utility facilities for which the construction or operating permits are issued to a county or municipality.

Utility Service. The act by a Utility of providing to a customer for its use potable water and/or reclaimed water, and/or providing to a customer the removal of their wastewater.

Wastewater. The liquid and water-carried domestic or industrial wastes from dwellings, commercial buildings, industrial facilities, and institutions together with any ground water, surface water, and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter any wastewater facilities.

Wastewater, Domestic or Sanitary. Wastewater derived principally from dwellings, commercial buildings, industries, institutions, and the like; originating as wastes from kitchens, water closets, lavatories, bathrooms, and showers; the strength of which shall normally fall below the following parameters: BOD (300 mg/l); TSS (300 mg/l);TN (40 mg/l), and TP (12 mg/l).

Wastewater Facilities. All facilities required for the collection, transmission, treatment, and disposal of wastewater.

Wastewater Facilities, Collection. A system of laterals, pipes, and manholes used to collect wastewater and convey it by gravity to a pumping station.

Wastewater Facilities, Low Pressure. A network of small diameter pipelines which convey wastewater, under low pressure, to a central collection facility. The low pressure is produced by small pumps located at the individual wastewater sources.

Wastewater Facilities, Pressure. A system of pipes, valves, fittings, and appurtenances used to convey wastewater under pressure from a pump station to a point of discharge.

Wastewater Facilities, Private. Wastewater facilities for which the construction or operating permits are issue to other than a county or municipality.

Wastewater Facilities, Public. Wastewater Facilities for which the construction or operating permits are issue to a county or municipality.

Wastewater Facilities, Pump (Lift) Station. An above or below ground structure containing pumps and appurtenances which pumps untreated wastewater through a wastewater pressure facility to another wastewater pressure facility, a wastewater collection facility or directly to a wastewater treatment plant.

Wastewater Facilities, Service Lateral. In wastewater collection facilities a service lateral is a small pipe that branches from a larger pipe to a Customer's property line thereby providing a point of collection into the collection facility. A lateral is normally sized four inches in diameter or larger.

Wastewater Treatment Plant. Those facilities used to treat wastewater and dispose of effluent and sludge including, but not limited to clarifiers, aerators, digesters, filters, storage tanks, percolation-evaporation ponds, spray irrigation fields, direct discharge pipes, etc.

Well. The physical structure, facility or device at and below the land surface from or through which groundwater flows or is pumped from subsurface, water-bearing formations.

Wellfield. An area containing one or more wells contributing water to a public potable water system as defined by applicable environmental regulation.

SECTION 3 - CUSTOMER SERVICE

APPLICATION

Written and signed applications for service are required and utility service will be furnished upon acceptance by the District as evidenced by written acknowledgement by the District. Submittal of an application for service by a Customer represents the Customer's agreement that it is bound by the provisions of the UPAP, and each Customer acknowledges and agrees that the UPAP applies to each Customer as a condition to Customers initially receiving and continuing to receive utility service from SLCU.

Applications for utility service submitted by entities (firms, corporations, partnerships, associations, companies and others) (collectively, "Principals"), shall be tendered only by duly authorized representatives of the Principals ("Agents"). Submittal of an application for service by an Agent shall constitute full and complete consent by the Principal that the Principal is bound by the provisions of the UPAP, and acknowledges and agrees that the UPAP applies to the Principal as a condition to the Principal initially receiving and continuing to receive utility service from SLCU.

Extensions of utility service to a property shall be governed by the Utility Service Policy.

No oral or written communications by SLCU shall vary, alter, supercede or negate the provisions of the UPAP. In the event of a conflict between an oral or written communication by SLCU and the provisions of the UPAP, the provisions of the UPAP shall prevail.

MANDATORY UTILITY SERVICE/SERVICE INITIATION - NEW CUSTOMER

1. Mandatory Connection:

All properties within the SLCU established boundaries shall be required to obtain water, wastewater and reclaimed water service from SLCU. See Utility Connections Regulations.

2. Existing Installations:

Persons requesting potable water service, reclaimed water service, and/or wastewater service to a property previously having the service should proceed as follows:

- a. Contact SLCU's Customer Service representatives at least three business days prior to the date the service is required and provide any necessary information, including a mailing address if different from the service address. Except for customers who are tenants, a Customer is responsible for any outstanding fees associated with any previous Customer for the same service address. A current or previous Customer owing any outstanding fees and attempting to open a new account with SLCU shall pay the fees due prior to the new service initiation.
- b. Pay the Customer Deposit, with initiation of service. (See Chapter 1, Section 4 for deposit information.)

3. New Installations:

Persons desiring the provision of potable water service, reclaimed water service, and/or wastewater service to a property not previously having the service (or in cases where the service was previously permanently disconnected) should proceed as follows:

- a. Ascertain from SLCU that there is potable water service, reclaimed water service and/or wastewater service available within a reasonable distance to their property.
- b. Apply in person to SLCU for potable water, reclaimed water and/or wastewater service, and pay applicable Service Installation Fees, Connection Fees and Guaranteed Revenue Fees. When a Customer wishes to have a single master meter to serve multiple dwelling units or buildings located on multiple parcels, a Unity of Title document must be properly executed and recorded against the property prior to receiving service from SLCU.
- c. Meter(s) and potable water, reclaimed water, and/or wastewater service lines from SLCU's main to the Point of Service will be installed by SLCU along the front property line at a point determined by SLCU.
- d. In the case of a drop meter, installation will generally occur within two business day of the time of application. Depending upon construction or permitting requirements, other installations may take four weeks or longer from time of application.
- e. The Customer is responsible to connect his plumbing to the Point of Service at his cost and to disconnect his well from his potable water system (well may be retained for irrigation purposes as long as there is no physical connection to SLCU's potable water system). SLCU must witness the disconnection of the well from the Customer's potable water lines. A copy of the Building Department permit to abandon the on-site wastewater disposal system must be provided to SLCU prior to service initiation.
- f. The Customer is responsible for connecting his irrigation system and back flow prevention device to SLCU's reclaimed water service connection at the Point of Service at his cost and to disconnect his current irrigation source. SLCU approval of the installation is required prior to commencement of reclaimed water service.

WITHHOLDING OF SERVICE

Except as may be otherwise provided by law, SLCU may withhold or discontinue service until all past-due amounts which are owed and unpaid to SLCU have been paid in full. In the event SLCU discovers private facilities adversely affecting SLCU facilities, service may also be withheld until

such situation is corrected. In general, and unless otherwise stated herein, ten (10) days notification of proposed termination will be provided to allow the Customer adequate time to respond and correct such deficiency unless more immediate action is justified in the interest of public health, safety or welfare.

SERVICE REACTIVATION

Reactivation of service to a Customer will be completed within three business day after request and satisfaction of all past-due amounts which are owing and unpaid to SLCU at that service address by that Customer and payment of an Account Reactivation Fee. Service Reactivation may be performed on a “promise to pay” basis as long as said payment is made within five business days. If said promise is broken, an additional Account Reactivation Fee and all delinquent amounts shall be paid prior to reactivation. Customer Service representatives perform scheduled turn-ons until 5:00 p.m. each business day.

BASE FACILITY FEE, COMMODITY FEE AND CUSTOMER ACCOUNT FEE FOR SERVICE

Upon Service Activation, the Customer will be billed and is obligated to pay minimum monthly fees for service availability, whether or not consumption has occurred. The minimum monthly fees, identified as Base Facility fees and Customer Account fees for billing purposes, are necessary to recover the ongoing expenses required to keep service available to the property. Accordingly, upon discontinuance of service to a property, these minimum monthly fees will continue to accrue. The Customer will also be billed and is obligated to pay monthly Commodity fees for the amount of utility service consumed.

TAX CLAUSE

Rates and charges may be increased or a surcharge added in the amount of the applicable proportionate part of any taxes and assessments imposed by any governmental authority in excess of those in effect after the approval of this rule which are assessed on a basis of meters or customers or the price of or revenues from water and/or wastewater service sold.

LIMITATION OF USE

Utility service purchased from SLCU shall be used by the Customer only, and the Customer shall not sell or otherwise dispose of such service supplied by SLCU. In no case shall Customer, except with the written consent of SLCU, extend his connection across a street, alley, lane, court, property line, avenue or other way, in order to furnish utilities service for adjacent property, even if such adjacent property is owned by him (in these cases, a properly executed and recorded Unity of Title will be required).

A Customer receiving potable water service from SLCU:

- shall restrict the use of a private well to irrigation only
- shall not interconnect the potable water plumbing system with any other water supply system

A Customer receiving wastewater service from SLCU shall not interconnect his/her internal wastewater plumbing system with any other private water supply system (i.e., private irrigation well, storm drainage system, reclaimed water system).

In case of such unauthorized extension, re-metering, sale or disposition of service, said Customer's service is subject to immediate discontinuance until said service is properly authorized by SLCU

and full payment is made for prior service calculated using the proper classification and rate schedules.

CONTINUITY OF SERVICE

SLCU shall not be liable to the Customer for damages, whether direct, indirect or consequential, for failure or interruption of continuous potable water, reclaimed water and/or wastewater service. SLCU shall further not be liable for damages, whether direct, indirect or consequential, for any act or omission caused directly or indirectly by labor troubles, accidents, litigation, breakdowns, shutdowns, repairs, adjustments, acts of sabotage, wars, Federal, State, Municipal or other Governmental legislation, regulation or other interference, acts of God or other causes beyond its control.

CHANGE OF CUSTOMER'S INSTALLATION

Changes to the Customer's service installation will be made when deemed necessary by SLCU at SLCU's expense. If requested by the Customer, or if a Customer's service installation needs to be moved due to Customer's construction (i.e., driveway), said changes will be at Customer's sole cost and expense.

If the change is requested to replace an inadequate or oversized meter or service line, SLCU will have such proper sizes installed. Costs for such installation will be borne by the Customer.

INDEMNIFICATION

Under certain circumstances, field conditions may require the Customer to place facilities, structures, landscaping and/or other encroachments over, upon or across utility easements, rights-of-way or other access facilities or to seek a modification from SLCU's standard easement requirements. In consideration of a Customer's encroachment existing or continuing within a utility easement and to induce SLCU to allow such encroachment or to modify standard easement requirements, the Customer shall agree to indemnify and hold SLCU harmless from any and all damage, including but not limited to, total destruction of such encroachment that may result from SLCU's use of any utility easement or right-of-way. Such indemnification shall be in the form as set forth in the Indemnity Agreement, unless modified by SLCU, and shall be recorded in the Public Records of the applicable County.

INSPECTION/ACCESS TO CUSTOMER'S PREMISES & INSTALLATIONS

1. All Customer's service installations or changes may be inspected by SLCU, at SLCU's sole option, upon completion of the work to insure that Customer's piping and equipment have been installed in accordance with accepted standard utility practices. Where other governmental inspection is required by local rules or codes, SLCU cannot render service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by SLCU.
2. The duly authorized agents of SLCU shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, repairing and inspecting or removing SLCU's property, reading meters and other purposes incident to performance under or termination of SLCU's agreement with the Customer, and in such performance shall not be liable for trespass.

LIABILITIES

The Customer is responsible to properly protect SLCU's facilities serving the Customer's premises, and shall permit no one but SLCU's personnel or agents, or person(s) authorized by law, to have

access to these facilities. In the event of any loss, or damage to property of SLCU caused by carelessness, neglect, abuse or misuse on the part of the Customer, the cost of making good such loss or repairing such damage shall be assessed to the Customer.

POTABLE WATER, RECLAIMED WATER AND/OR WASTEWATER SERVICE AVAILABILITY

Whenever potable water, reclaimed water, and/or wastewater service is available or becomes available to a property, the property owner shall connect all available services to the property if required by local, state or federal regulation.

1. **Reclaimed Water System Requirements:**

a. **Property Owner Facilities.** As provided in the UEP, the Property Owner shall install and maintain an underground reclaimed water irrigation system of low-trajectory spray heads that is controlled by electrical timers and valves. The reclaimed water supply shall not enter any building containing a dwelling unit, except in accordance with DEP rules and regulations. No above ground hose bibbs will be allowed on the reclaimed water system. All reclaimed water hose bibbs must be installed in locked boxes located below grade and must be colored and marked in accordance with DEP rules and regulations.

b. **Standards.** The following standards shall be strictly adhered to in the design, construction and operation of all reclaimed water systems: UEP, Rule 62-610, Florida Administrative Code, as amended from time to time, DEP rules, regulations and policies, Plumbing Code of the Southern Standard Building Code Congress International, Inc., latest edition as amended from time to time.

c. **Public Notification and Signage.** Adequate signs in compliance with DEP rules and regulations shall be posted throughout the reclaimed water irrigation system to inform the public that nonpotable reclaimed water is being used for irrigation. These signs must be routinely visible to residents and guests of the Property. A minimum of one sign per Property or one sign per irrigated acre, whichever is greater, shall be posted. The signs, to be posted at the entrances to irrigated areas and at appropriate intervals, shall state, at a minimum, "Reclaimed Water Irrigation Area", "Landscaping Irrigated with Reclaimed Water", "Reclaimed Water – Do Not Drink" or similar text. Minimum height of lettering on the signs shall be one inch. Lettering shall be purple on a contrasting background. For hose bibbs, the sign shall be on the cover of the below grade box in letters at least 0.5 inch high or a purple plastic bag containing the warning language in contrasting letters that are at least 0.25 inch high shall be permanently attached to the bibb inside the box. All piping, valve boxes, hose bibb boxes, and above ground fittings and valves shall be purple.

d. **Cross Connection.** Property Owners utilizing reclaimed water shall not directly or indirectly connect their reclaimed water system to their potable water system.

e. **Compliance.** Failure to comply with the Reclaimed Water System Requirements and all DEP reclaimed water rules and regulations shall be grounds for SLCU to discontinue water, wastewater and reclaimed water service to the Property, until the Property comes into compliance. Property Owners that do not use the minimum volume of reclaimed water during a monthly billing cycle may be assessed a minimum charge of \$3.00 per thousand gallons for each thousand gallons of reclaimed water use below the minimum.

RECORDING

By adoption of this Utility Service Policy, the District Board specifically authorizes the Director to record, and the Clerk of Courts, to accept for recording, all easements, rights, indemnities, deeds, liens, maintenance agreements, Unity of Title or permits granted, acquired, or authorized pursuant to the provisions of the UPAP.

RIGHTS-OF-WAY OR EASEMENTS

As a condition to the provision of utility service to a Customer, the Customer shall be deemed to have granted to SLCU all rights, easements, licenses or permits to enter onto Customer's property, and to construct, repair, maintain, replace, remove, reconstruct, enlarge and place utility facilities on, under, through, and over Customer's property for the purpose of providing utility service to Customer's property or for the purpose of enhancing the provision of utility services to all customers (collectively, "Easement Rights"), which Easement Rights may be exercised by SLCU without further grant, approval or consent of the Customer. The Easement Rights shall be binding on the Customer and its successors and assigns. Notwithstanding the existence of such Easement Rights, in addition at SLCU's request, the Customer shall grant or cause to be granted to SLCU, and without cost to SLCU, any recordable rights or easements or permits which SLCU to further evidence SLCU's Easement Rights. Failure to grant or obtain required recordable easements shall be grounds for discontinuance of service by SLCU until such required easements are provided to SLCU.

WASTEWATER BACKUP

Most wastewater backups are caused by plugging of the Customer's service line by deleterious objects such as tree roots which have grown into the service line. The following procedures will apply:

1. SLCU will respond and investigate the cause of the backup, clearing the SLCU's wastewater line obstructions, if any, up to the Point of Service.
2. If SLCU's wastewater line is clear, SLCU will so advise the Customer, and the Customer will be responsible for any work required on the Customer's side of the Point of Service.

UNAUTHORIZED CONNECTION (TAMPERING)

Florida Statutes, Section 812.14, states:

812.14 Trespass and larceny with relation to utility fixtures.--

(1) As used in this section, "utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, water, oil, sewer service, telephone service, telegraph service, radio service, or telecommunication service.

(2) It is unlawful to:

(a) Willfully alter, tamper with, injure, or knowingly suffer to be injured any meter, meter seal, pipe, conduit, wire, line, cable, transformer, amplifier, or other apparatus or device belonging to a utility line service in such a manner as to cause loss or damage or to prevent any meter installed for registering electricity, gas, or water from registering the quantity which otherwise would pass through the same; or to

alter the index or break the seal of any such meter; or in any way to hinder or interfere with the proper action or just registration of any such meter or device; or knowingly to use, waste, or suffer the waste, by any means, of electricity or gas or water passing through any such meter, wire, pipe, or fitting, or other appliance or appurtenance connected with or belonging to any such utility, after such meter, wire, pipe or fitting, or other appliance or appurtenance has been tampered with, injured, or altered.

(b) Make or cause to be made any connection with any wire, main, service pipe or other pipes, appliance, or appurtenance in such manner as to use, without the consent of the utility, any service or any electricity, gas, or water, or to cause to be supplied any service or electricity, gas, or water from a utility to any person, firm, or corporation or any lamp, burner, orifice, faucet, or other outlet whatsoever, without such service being reported for payment or such electricity, gas, or water passing through a meter provided by the utility and used for measuring and registering the quantity of electricity, gas, or water passing through the same.

(c) Use or receive the direct benefit from the use of a utility knowing, or under such circumstances as would induce a reasonable person to believe, that such direct benefits have resulted from any tampering with, altering of, or injury to any connection, wire, conductor, meter, pipe, conduit, line, cable, transformer, amplifier, or other apparatus or device owned, operated, or controlled by such utility, for the purpose of avoiding payment.

(3) The presence on property in the actual possession of a person of any device or alteration which affects the diversion or use of the services of a utility so as to avoid the registration of such use by or on a meter installed by the utility or so as to otherwise avoid the reporting of use of such service for payment shall be prima facie evidence of the violation of this section by such person; however, this presumption shall not apply unless:

(a) The presence of such a device or alteration can be attributed only to a deliberate act in furtherance of an intent to avoid payment for utility services;

(b) The person charged has received the direct benefit of the reduction of the cost of such utility services; and

(c) The customer or recipient of the utility services has received the direct benefit of such utility service for at least one full billing cycle.

(4) Any person who willfully violates this section shall be guilty of a misdemeanor of the first degree, punishable as provided in s.775.082 or s.775.083.

(5) Whoever is found in a civil action to have violated the provisions hereof shall be liable to the utility involved in an amount equal to 3 times the amount of services unlawfully obtained or \$1,000, whichever is greater.

(6) Nothing in this act shall be construed to apply to licensed and certified electrical contractors while performing usual and ordinary service in accordance with recognized standards.

As set forth above, SLCU will prosecute violations of Section 812.14, Florida Statutes, will bring civil actions to enforce violations of Section 812.14. In addition, the violation of Section 812.14, Florida Statutes, shall be considered a breach of the customers service agreement with SLCU, and will subject violators to breach of contract enforcement actions by SLCU. Any violations of Section 812.14, Florida Statutes is subject to immediate discontinuance of service without notice, and service will not be restored until all fees and charges for repair to SLCU's facilities and for utility service unlawfully appropriated, including base charges and commodity charges, have been paid in full and proper connection is accomplished and charges for same paid in full. Such violation shall further subject the Customer to all delinquent account procedures. SLCU shall estimate the amount of utility service that has been unlawfully appropriated, which estimate shall be final and binding on the Customer. Administrative fees will also be assessed to the violator for the costs incurred by SLCU in discovering, remedying and enforcing a violation, including, but not limited to, attorneys' fees, para-professional fees, expert fees and costs, through all levels of appeal.

SECTION 4 - BILLING

GENERAL

1. **Account Deposit Policy**

Each new Customer, unless specifically exempted as provided for herein below, shall be required to place on deposit with SLCU an initial Account Deposit. The Account Deposit is intended as security for payment of any bill and is refundable to the Customer, less final fees, as stated herein. The Account Deposit will be billed upon Service Activation.

Payment of a Deposit does not prevent SLCU from discontinuing service for non-payment of a past due balance even though the deposit would cover the indebtedness.

2. **Residential Deposit Requirement:**

- a. An Account Deposit shall be required for each dwelling unit. Multi-family units utilizing a master meter shall pay the account deposit for a 5/8" x 3/4" meter times the number of dwelling units. Single residential Customers utilizing an over-size meter shall be required to place an Account Deposit based upon meter size.
- b. For residential developments/associations using master meters, if the Account Deposit is at least \$2,500, said deposit may be paid in the form of a clean, irrevocable letter of credit, valid for a period of 24 months, drawn on a bank in favor of SLCU. If at any time the Account Deposit due SLCU exceeds the face value of the letter of credit, the letter shall be amended to an amount not less than the deposits due. Such letter of credit must be renewed annually for a like period at least 30 days prior to expiration until such time as the Deposit refund requirements are met. No interest will be paid on a letter of credit, but SLCU will release the letter under the same criteria as listed in the Account Deposit refund.

3. **Non-residential Deposit Requirement:**

The amount of the Account Deposit shall be based upon meter size.

4. **Existing Account Deposits:**

In the event of an increase in the Account Deposit requirements, existing Customers shall not be required to increase their account deposit unless the account has been finalized and the account deposit used, in part or in full, for the satisfaction of outstanding amounts due.

5. **Exceptions:**

Agencies of the federal, state or local government are exempt from account deposits. Charitable and quasi-governmental agencies are required to have an account deposit.

6. **Interest Earned on Deposit:**

SLCU's policy is to require Account Deposits on all residential and non-residential accounts. Interest will be paid on Account Deposits at the rate of interest earned by SLCU on such deposits.

7. **Deposit Refund:**

SLCU may, at the end of twenty-four (24) months of good account history, and at the request of a Customer, credit the Account Deposit to the respective account or release a letter of credit. Good account history is defined as:

- a. Not more than one past due notice in any 24 month period.
- b. No involuntary discontinuance of service in any 24 month period.
- c. No uncollectible items in any 24 month period.

8. **Account Deposit Transfer:**

An Account Deposit will not be transferred for the same Customer to a new service address but will be applied to the final bill, and a refund check issued for the balance of the deposit. In the event a Customer with good account history, as defined above, moves from one service location to another within SLCU's service area, a new Customer Deposit will not be required. The Account Deposit may be transferred from one Customer to another upon receipt of written authorization signed and notarized by both the original Customer and the new Customer for potable water, reclaimed water and/or wastewater service to the same service address.

9. **Transfer of Service:**

Utility Service may be transferred from one Customer to another upon request of either the outgoing or new Customer. In the absence of a request for transfer of service, the water service will be locked off on the date requested by the outgoing Customer. Base Facility Fees and Customer Account Fees will continue to accrue and are the responsibility of and be billed to the Property Owner. An Account Reactivation Fee will be billed when said service is reactivated and the meter is unlocked.

SLCU reserves the right to obtain owner information from either the Property Appraiser's file or other reliable sources for the purpose of complying with the billing requirements of Chapter 1, Section 3E, Base Facility Fees for Service Availability. The date of account transfer will be the date SLCU confirms ownership pursuant to the provisions of this paragraph.

10. **Rental Property:**

Property Owners for rental properties where the renters are customers of the SLCU shall not be responsible for Customer billings of their renters. As a condition for SLCU to agree to provide utility service to renters of rental properties, rental property Property Owners agree and acknowledge that the Property Owners shall be responsible for all Customer billings for the period of time between when one renter vacates the rental property and another renter applies for utility service at the rental property. Property Owners shall be responsible for immediately notifying SLCU and certifying the date when a renter vacates a rental property.

Pursuant to the provisions of law, SLCU shall not refuse services, or discontinue potable water, reclaimed water or wastewater services to the owner of any rental unit for non-payment of service fees incurred by a former renter of the rental unit who was a Customer of SLCU, and any unpaid service charges incurred by such former occupant shall not be the basis for any lien against the rental property.

11. **Mobile Homes:**

Where service is being provided to a leased lot in a mobile home park, the owner of the mobile home is responsible for the monthly billing, including the Customer Account Fees and Base Facility Fees.

BILLING CYCLE

A billing cycle shall consist of approximately one month dependent upon weather, holidays, access to meters, work force availability, etc. All meters will be read on a monthly basis with billing performed on a monthly basis.

A utility bill will be mailed to the Customer approximately every month. SLCU must receive payment by the bill due date to insure proper credit to the account prior to the next bill. Non-payment prior to the beginning of the next billing period shall result in the unpaid amount being carried forward as a past-due balance. Bills will be rendered monthly and shall be considered as received by the Customer when mailed to their service or mailing address, as requested by the Customer. Non-receipt of bills by the Customer does not release nor diminish the obligation of the Customer with respect to payment thereof. Transactions received after 1:45 p.m. are considered as having been received the next business day.

All accounts shall be billed Customer Account and Base Facility Fees on a monthly basis, irrespective of actual usage, to compensate SLCU for the fixed and non-variable costs of operating the Utility and maintaining readiness to serve the Customer.

DELINQUENT ACCOUNTS

A Customer who has not paid any month's bill and whose subsequent month's bill shows a past-due balance is considered delinquent and will incur past-due fees. SLCU may administratively waive one past-due fee during any twelve-month period for any one Customer Account. A past-due balance consists of the previous bill balance less credit adjustments and payments. Payment of the past-due balance must be received at SLCU's office within ten (10) business days of the current statement date shown on the Customer's Utility bill or service will be terminated. Restoration of service to a Customer following service termination may be completed within three business day after satisfaction of the past-due balance including late fees which is owing and unpaid to SLCU at that service address by that Customer. An Account Reactivation Fee will be applied to the Customer's next bill. SLCU may also restore service on a "Promise to Pay" basis up to two times in any twelve month period. If the Customer fails to deliver funds on a "Promise to Pay" within five business days, said service will be discontinued and the Customer will not be eligible for an additional "Promise to Pay" for 24 months.

If not paid within an additional five (5) days, the account may be closed using any account deposit, if available, for full or partial payment. Any subsequent service to the same service address will be considered a new account and all appropriate fees will apply. SLCU will pursue any reasonable and necessary credit and collection procedures as a result of the Customer's non-payment of the account balance, including utilization of Credit Bureau services and credit and collection agencies.

Should wastewater only service need to be terminated due to the Customer's non-payment, SLCU will endeavor to advise the Customer in writing at least ten (10) days in advance of such proposed service termination. SLCU shall, after the expiration of such ten (10) day period, make such termination on SLCU's side of the Point of Service. Reconnection to the system will be at

Customer's expense for all costs incurred ("At Cost" basis). This section is in addition to all rights of termination provided to SLCU under applicable law.

SLCU will diligently enforce and collect all fees and will utilize reasonable collection practices. In hardship cases, SLCU may provide a Customer with a payment plan (limited to one plan every 12 months) which allows the Customer to pay his delinquent account balance evenly over the next three months on an interest free basis. In cases where the Customer fails to abide by the terms of said payment plan, the Customer's utility service shall be immediately discontinued until all delinquent amounts are paid in full. The Customer shall also not be eligible for additional payment plans for a 24-month period.

DISHONORED CHECKS

The District's receipt of a check or bank draft is considered to be a conditional payment until it is honored by the drawer's bank. If a check or bank draft fails to clear the drawer's bank for any reason, it is considered a non-payment. Payment of delinquent accounts by a check failing to clear will result in immediate discontinuance of service without notice to the Customer. When SLCU receives notice of a dishonored check, the transaction will be reversed and a dishonored check fee, a past due fee, and accrued interest will be applied to the Customer's account. If a Customer has more than one dishonored check in any previous twenty-four (24) month period, the Customer will be required to make subsequent payments in cash, money order, bank draft, or certified funds for a period not less than twenty-four (24) months at which time check privileges will be reinstated.

PARTIAL PAYMENTS

Payments received for monthly Customer billings shall be applied by SLCU in the following manner: (1) Deferred Payment Plan (2) Wastewater service (3) Reclaimed Water service (4) Potable Water service. When payment has not been received in full, service may be refused and/or terminated. Service will not be reactivated on the basis of partial payment when service has been terminated unless arrangements have been made with SLCU in advance.

TERMINATION LIABILITY

There shall be no liability of any kind against SLCU for service termination due to the Customer's failure to pay any bill in full and on time.

ADMINISTRATIVE HEARINGS

1. **Administrative Hearing Board.** The AHB has the power to hear and review disputes relating to the correctness of utility bills, the imposition of utility fees, and challenges to termination of service.

2. **Composition.** The AHB shall be composed of three (3) members to be appointed by SLCU, one of whom shall be designated as Chair of the AHB. The Director may designate or appoint a SLCU staff member to serve as an alternate member of the AHB. The alternate member shall vote only in the absence of a regular member.

3. **Standard of Review.** The Customer/applicant shall have the burden of providing evidence that he or she is entitled to relief. The AHB shall have no authority to alter or waive the utility fees approved by SLCU.

4. **Procedure to Request Hearings.**

a. A Customer/applicant may request a hearing before the AHB by submitting a request for hearing on a form provided by SLCU within five (5) business days of termination of service or within six (6) months of the due date of the contested bill. The request for hearing shall be accompanied by the appropriate Administrative Hearing Fee.

b. Upon receipt of the request for hearing, SLCU shall set a time, date, and place for the hearing. SLCU will schedule the hearings during the normal Business Hours of SLCU. SLCU shall provide the Customer/applicant written notice of the time, date and place of the hearing by certified mail, return receipt requested, no later than ten (10) days prior to the date of the hearing. Failure of the Customer/applicant to appear at a duly noticed hearing shall be deemed a waiver of the right to a hearing and the case shall be dismissed by the AHB. In the event the Customer/applicant is unable to attend the hearing in person, the Customer/applicant may: A) Request that his case be heard by telephone; or B) Submit a written statement in the form of an affidavit and provide documentary evidence prior to the hearing which shall be submitted into evidence by SLCU staff at the hearing and shall be considered by the AHB in reaching its decision. The Customer/applicant shall also be entitled to one (1) hearing postponement if the Customer/applicant submits a request for postponement in writing to SLCU a minimum of forty eight (48) hours prior to the hearing.

5. Conduct of Hearings

a. Order of Hearings.

1. SLCU may schedule multiple cases to be heard by the AHB on the same day.
2. All persons who will be giving testimony at the hearing, including the Customer/applicant and SLCU staff, shall be sworn in by a Notary Public.
3. The Chair of the AHB may introduce the AHB members and provide a brief background of the hearing process at the beginning of the meeting.
4. The Customer/applicant shall present his case, which may include submission of evidence and testimony of witnesses.
5. SLCU staff shall present SLCU's case.
6. Cross-examination of witnesses.
7. Discussion/question and answer period.
8. Deliberation and formal determination.

b. Record of Proceedings. Hearings shall be tape recorded by SLCU. All evidence admitted at the hearing and the written decision of the AHB shall be maintained by SLCU in a separate file constituting the record of the case.

c. Rules of Evidence. The formal rules of evidence do not apply, but fundamental due process shall be observed. The Chair of the AHB may exclude testimony or evidence that he or she finds to be irrelevant, immaterial, or unduly repetitious, but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in trial in the courts of Florida.

d. Cross-examination. The AHB may inquire of or question any witness present at the hearing. The Customer/applicant and SLCU staff shall also be permitted to inquire of or question any witness present at the hearing.

e. Decision of the AHB. The AHB shall orally render its decision based on the testimony and evidence presented at the hearing at the conclusion of the hearing. The Board's objective is to resolve each dispute by rendering a decision which is just and equitable to both the Customer/applicant and SLCU. The AHB may apply the Excessive Usage Credit, as defined in Section J herein, to eligible Customers. High utility bills which result from an apparent or deliberate act of the Customer/applicant shall not be considered grounds for relief. In addition, an inability or unwillingness to pay as a consequence of permanent or temporary financial hardship of the Customer/applicant shall not be considered grounds for the reduction of a utility bill or fee; however, the AHB may establish a payment plan which provides for required payments on an interest free basis for a period up to three (3) years. The written decision of the AHB shall be mailed to the Customer/applicant within thirty (30) calendar days of the hearing.

f. Final Action. The decision of the AHB shall constitute the final decision of SLCU and the County.

6. **Open Deliberations.** Hearings before the AHB are public meetings and shall be open to the public at all times. The AHB shall conduct its deliberations and vote on all matters before it at the public meeting.

7. **Ex Parte Communications.** An ex parte communication is any written or oral communication with an AHB member other than one made on the record at the time of the hearing. AHB members should not engage in ex parte communications regarding any issue which may be heard by the AHB. If a written communication is received by an AHB member concerning an application or a pending case, the communication shall be disclosed and made part of the record prior to the final action on the matter.

8. **Appeal.** Any aggrieved party may appeal a decision of the AHB within thirty (30) days of the execution of the written order/decision of the AHB by filing a petition for Writ of Certiorari in the Circuit Court.

ADJUSTMENT OF BILL FOR METER ERROR

A Customer may request a meter calibration subject to applicable fees. In meter tests made by SLCU, the accuracy of the meter and its performance in service shall be judged by its average error rate. The average meter error shall be considered to be the average of the errors at the test rate flows in accordance with the American Waterworks Association (AWWA) standards.

Fast Meter - Whenever a meter tested is found to register fast in excess of the tolerance provided in the AWWA standards, SLCU shall credit the Customer's account in the amount billed in error for the period since the last test; said period not to exceed six (6) months except that if it can be shown that error was due to some cause, the date of which can be fixed. The over charge shall be computed back to but not beyond such date. The credit shall be exclusive of any minimum fee.

Slow meter - Whenever a meter tested is found to register slow in excess of the tolerance provided in the AWWA standards, SLCU will not back bill the Customer for the lost revenue unless it can be shown that the customer tampered with the water meter.

Non-Registering Meter - In the event of a non-registering meter, the Customer may be billed on an estimated basis on similar usage.

ACCOUNT ADJUSTMENT FOR BILLING ERROR

SLCU will provide Customer account adjustments for the services which were billed but were not provided to the Customer. Said account adjustments will not exceed twelve (12) months and will be further limited to the current Customer's account.

SLCU will also provide Customer account adjustments for services which were provided but were not billed to the Customer. Said account adjustments will not exceed twelve (12) months except where SLCU determines that the account adjustment was jointly or solely caused by the Customer. In instances where SLCU finds cause, said account adjustments will be made from the date the services were first provided but not billed. In either event, the account adjustments will be limited to the current Customer's account.

EXCESSIVE USAGE CREDIT

To avoid the expense of an administrative hearing regarding a disputed abnormally high utility bill, an Excessive Usage Credit may be provided by SLCU at the Customer's request for Customers meeting the following criteria:

1. The abnormally high usage for any one month where an actual meter reading is obtained is four times the Customer's average monthly usage for the past twelve months; and
2. The total usage on the Customer's bill in question exceeds 10,000 gallons; and
3. The abnormally high usage is not the result of an apparent or deliberate act of the Customer; and
4. The excessive usage credit is limited to one time within a three-year period on a specific account.

The Excessive Usage Credit for residential Customers is calculated by multiplying the residential Customer's excessive consumption (consumption which exceeds the Customer's twelve month average with a 10,000 gallon minimum) by \$2.00 per thousand gallons. The

excessive usage credit adjustment for commercial Customer's is calculated by multiplying the commercial Customer's excessive consumption (consumption which exceeds the Customer's twelve month average with a 10,000 gallon minimum) by \$1.00 per thousand gallons.

TEMPORARY DISCONNECT

A temporary disconnect will be honored if the Customer so requests, but said Customer will be billed and must pay on a monthly basis Customer Account and Base Facility Fees. In addition, an account reactivation fee will be assessed when full service is restored.

PERMANENT DISCONNECT

A contractual relationship is understood to exist wherein SLCU is required to provide, operate and maintain the extensive facilities to serve the Customer, on demand, and the Customer, in turn, is required to pay certain initial fees and minimum monthly fees to help maintain a viable potable water, reclaimed water and/or wastewater system. A Property Owner may elect to relinquish this right to such capacity/service by releasing the SLCU from its obligation to provide such capacity/service by notifying SLCU, in writing utilizing the "Request for Permanent Disconnect Form," of his intention to permanently disconnect from SLCU's System(s). In the event that the Property Owner or a successor Property Owner desires utility service at the property where service was permanently disconnected, the Property Owner shall be required to either pay new connection fees and guaranteed revenue fees for such service, or to pay the minimum monthly fees that have accrued from the date of permanent disconnect to the date of new service request, whichever is less.

LIEN FOR SERVICES

SLCU shall have a lien on all lands and premises served or to be served by SLCU's utility system for all rates, fees, charges and costs attributable to service to such lands and premises or arising out of a duty or liability imposed by the USP and UEP until paid. Such liens, when delinquent for more than 20 days, may be foreclosed by SLCU in the manner provided by the laws of Florida for the foreclosure of mortgages on real property, and as provided below.

LIEN FORECLOSURE PROCEDURE

As provided above, SLCU has a lien for all rates, fees and charges until paid. SLCU may cause a Notice of Lien for all unpaid amounts and subsequent accruing unpaid amounts, including but not limited to interest, attorneys fees and filing fees, to be recorded against the parcel of property to which said utility service was provided or made available.

SLCU hereby delegates the County attorney or his designee the authority to execute and record a Claim of Lien for Utility Service, related satisfactions, and releases of invalid or inappropriately filed liens in the Office of the Clerk of the Circuit Court for each applicable County. Said Claim of Lien for Utility Service shall contain the current amount of the delinquent fees or rates including monthly Base Facility Fees which continue to accrue in order to maintain service availability to the property; the name of the property owner as indicated by the real property assessment roll maintained by the Property Appraiser of each applicable County; and, a legal description of the real property against which the lien is imposed. The lien shall, upon recording, constitute notice to all existing and subsequent parties-in-interest that such fees are due.

STATUS AND ENFORCEMENT OF LIENS

Any lien filed pursuant to the provisions of the UPAP shall be considered to the same extent and character as a lien for a special assessment. Until fully paid and discharged, said fees, late fees, and interest accrued thereon shall be, remain, and constitute a special assessment lien equal in rank and dignity with the liens of county ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved.

Said liens may be enforced and satisfied by SLCU, pursuant to the foreclosure provisions of Chapter 173, Florida Statutes, as it may be amended from time to time, or by any other method permitted by law. The lien provided for herein shall not be deemed to be in lieu of any other legal remedies for payment available to SLCU, including but not limited to suspension and termination of water service. Said lien may be foreclosed or otherwise enforced by SLCU by action or suit in equity as for the foreclosure of a mortgage on real property and shall be considered to the same extent and character as a lien for special assessment.

CROSSED SERVICE LINES/INCORRECT BILLINGS

In the event that Customers cross potable water service lines on private property which leads SLCU to obtain incorrect readings, SLCU will assume no liability for repaying or collecting monies due from the affected parties. SLCU, however, reserves the right to adjust the bills of the affected parties.

SECTION 5 - METERS

ALL POTABLE WATER AND RECLAIMED WATER THROUGH METERS

Meters are required on all potable water and reclaimed water service connections irrespective of the size or nature of service. No property shall have access to or use of potable or reclaimed water without delivery through a meter.

Meter sizes are 5/8" x 3/4", 1", 1 1/2", 2", 3", 4", 6" and larger as necessary. Various rates and fees, including user-fees, are dependent upon meter size. It is the responsibility of the Customer to select the meter size that is appropriate for his expected demand. SLCU will advise Customers regarding meter selection. However, SLCU reserves the right to over-rule the Customer's selection if that selection is not compatible with reasonable expectations of service demand for the connection. Duplex or similar meter schemes (two one-inch meters in lieu of one two-inch meter) will not be permitted. In general, differing types of uses (i.e., residential, commercial, multi-family) shall require separate meters. A separate water meter, however, is not required for laundry facilities serving only on-site multi-family tenants through a master-metered connection.

METERS - PROPERTY OF SLCU

All potable water, reclaimed water and/or wastewater meters shall be furnished and installed by and remain the property of SLCU and shall be accessible to and subject to its control. The Customer shall provide meter space to SLCU at a suitable and readily accessible location and when necessary, within or on the premises to be served, with adequate space for installations, operation, maintenance and testing.

CONNECTIONS TO BE MADE BY SLCU

Connections to SLCU's potable water, reclaimed water and/or wastewater system for any purpose whatsoever are to be made only by employees of or as authorized by SLCU. Unauthorized connections render the service subject to immediate termination without notice and service will not be restored until such unauthorized connections have been removed and payment is made in full for all service, including appropriate service fees, and any applicable fees.

METER ACCURACY REQUIREMENTS

All meters used for measuring quantities of potable water or reclaimed water delivered to or wastewater received from the Customer are to be in good mechanical condition and are to be appropriate in size and design for the type of service which they measure. Before being installed for the use of any Customer, every water meter, whether new, repaired or removed from service for any cause, shall be adjusted to register within the accuracy limits as specified in the AWWA standards for that meter. The potable water, reclaimed water and/or wastewater service rendered by SLCU, as measured by metering devices, shall be prima facie evidence of the quantity of water used by the Customer.

INACCESSIBLE OR DAMAGED METERS

When a meter becomes inaccessible to read/maintain due to a Customer's actions, SLCU will advise the Customer in writing (certified mail, return receipt requested) and provide not less than 30 days to allow the Customer to correct the situation. SLCU will take action to correct the problem or discontinue service upon failure to comply. All costs accrued for work performed will be charged to the Customer.

CONSTRUCTION WATER METERS

All potable water used for construction purposes or any other approved purpose on a project must pass through a meter with an approved backflow prevention device which is installed on a fire hydrant. SLCU will install construction meters on specific hydrants and the Customer will be billed for all appropriate fees. The installed meter shall not remain in service at any one location for more than two years. Construction meters may only be moved by SLCU personnel. Construction meters to be placed on new fire hydrants will not be installed until a "construction only release" is obtained from the Health Unit. The water through construction meters shall be considered non-potable and shall not be used for drinking or consumption purposes. "Construction water" may be used for non-potable applications such as temporary irrigation, testing of internal plumbing systems, flushing toilets in model homes, construction and/or sales trailers. The Developer shall post "Non-Potable Water – Do Not Drink" signs at all water outlets served with construction water. No connection or guaranteed revenue fees are required for construction meters.

PORTABLE METERS

Portable fire hydrant meters will be provided for mobile users when deemed appropriate by SLCU. It is the responsibility of the Customer to provide SLCU with an initial and annual RPZ test and maintenance report. The Customer shall also present to SLCU the portable meter for reading on a quarterly basis to determine current consumption. If the meter is not brought in for reading or SLCU's RPZ requirements are violated, as set forth in this USP, the portable meter will be retrieved by SLCU, the Customer's deposit will be forfeited, and their request for an additional portable meter will be denied. SLCU will estimate consumption for the months when the meter is not brought in for a reading and the Customer will be billed at the minimum specified estimate for that meter size.

POTABLE WATER IRRIGATION AND FOUNTAIN METERS

The use of potable water provided by SLCU for irrigation purposes is discouraged as being wasteful of a quality resource. As a disincentive to such use, SLCU will not accept requests and will not install meters intended solely for such use. If the Customer chooses to irrigate with potable water, the Customer may do so through his main source meter and pay all commodity fees as appropriate for usage through that meter. If a Customer chooses to install a fountain meter, all current fees will apply at the non-residential, water-only rate. Potable water shall not be used for irrigation purposes when reclaimed water service is available and when connection to the reclaimed water distribution system is mandatory.

SALES TRAILERS/MODELS OR CONSTRUCTION TRAILERS

The installation of a temporary meter shall be considered on a case by case basis and at the discretion of SLCU. Two situations may apply:

1. Temporary Meter/Temporary Use:

- a. The applicant shall pay all applicable non-residential fees (water and wastewater connection fees, guaranteed revenue and installation fees).
- b. Prepaid connections shall not be utilized.
- c. All fees paid are non-refundable.
- d. Credit for this installation will not be allowed toward other service installations.

Upon termination of temporary use, the meter and box is to be removed, the account closed and the service line deactivated, removed or abandoned in its place as directed by SLCU.

2. Permanent Meter/Temporary Use:

- a. The applicant shall pay all applicable non-residential fees (water and wastewater connection fees, guaranteed revenue and installation fees).
- b. Prepaid connections shall be allowed and will be deducted according to anticipated future use. The difference in costs between future use and temporary use shall be paid at service initiation.
- c. The Customer is responsible for notifying SLCU when the use has converted to residential.

All temporary wastewater service lines shall be removed or abandoned at the discretion of SLCU.

SLCU may require that construction plans be prepared to reflect all necessary improvements. Plan Review and Inspection fees may apply.

ST. LUCIE COUNTY WATER AND SEWER UTILITY DISTRICT
UTILITY EXTENSION POLICY

SECTION 1 - EXTENSION OF SERVICE

This Utility Extension Policy (“UEP”) is part of the St. Lucie County Water and Sewer Utility District (the “District”) Utility Policies and Procedures (“UPAP”), which includes the Utility Service Policy (“USP”), the Utility Connections Regulations (“UCR”), and other policies and procedures adopted by the Board of County Commissioners (“District Board”) of St. Lucie County, as may be amended from time to time. The provisions of the UPAP and terms as defined in the UPAP are incorporated in this UEP by reference. In addition, the provisions of the St. Lucie County Public Utility Connections Regulations adopted by the District Board, as may be amended from time to time, is incorporated in this UEP by reference and shall be binding on all Property Owners.

A. STANDARD DEVELOPMENT AGREEMENTS

A Property Owner seeking to obtain information about the availability of utility service from the District for developments may request a Utility Service Availability Status Letter from the Utility Director. This Utility Service Availability Status Letter is intended to provide a non binding statement of the current status of utility service availability in areas of St. Lucie County served by the District. If a Property Owner seeks to obtain a commitment from the District to provide utility service, the Property Owner shall be required to execute, as applicable:

- Standard Potable Water and/or Wastewater Development Agreement (SDA)
- Standard Reclaimed Water Development Agreement (SRWDA)

All provisions of the SDAs, SRWDAs, and Exhibits included herein are made a part of this facilities extension policy and are adopted as standard forms for use by the District. The SDA and SRWDA (hereinafter collectively referred to as “SDA” unless specifically set forth) are hereby adopted as the Facilities Extension Agreements of the District. Execution of an SDA or SRWDA by a Property Owner does not confer nor grant any land use or zoning approvals for the Property, nor does it assure or guarantee a Property Owner that the Property Owner has or will be able to obtain land use or zoning approvals for or be able to construct on the Property the number of ERC’s for which a Property Owner has voluntarily elected to reserve utility capacity under an SDA or SRWDA.

1. General

While the District may administratively process development approval of a project pending District Board or its designee's approval of the SDA, there is no contract for service availability until the District Board approves the SDA and it is executed on behalf of the District. By entering into an SDA, the Property Owner identifies the anticipated system capacity needs in accordance with the SDA as limited by the final the District approved development plan. It is incumbent upon the Property Owner to enter into an applicable SDA for the necessary capacity required for the Property Owner’s project. Property Owners shall be required to connect to the reclaimed water system in accordance with the provisions of the USP. Payments due upon submission of an SDA must be paid in full to obtain approval. The District shall use its best efforts to provide for the system capacity needs of a Property Owner, but the District does not guarantee to any Property Owner that capacity will be available when a Property Owner requests service availability. By entering into an SDA, the Property Owner acknowledges that the District shall not be considered in breach of the

SDA and shall not be liable for any damages, whether direct, incidental or consequential, in the event that capacity is not available when a Property Owner requests service availability or seeks to connect a unit to the utility system.

2. Specific Capacity Needs Identification

Concurrent with a Property Owner's request for any development approval such as a comprehensive plan amendment, zoning matter, subdivision, site plan, construction plan or building permit within the area served by the District, the Property Owner must identify system capacity needs for, or must have previously identified, the number of ERCs/ERICs corresponding to the anticipated requirements of the project. Prior to SDA submittal, the Property Owner shall complete and provide to the District an ERC/ERIC data determination sheet (see **Exhibit "A"**).

An SDA and all corresponding ERCs run with the Property described therein and may only be assigned to subsequent owners of said property upon acknowledgement of the District (see **Exhibit "M"**). ERCs within an SDA may not be transferred to properties not described therein under any circumstances. No assignments will be approved by the District until all past due fees are paid. The assignment of an SDA shall not extend the term of the original SDA.

Pre-paid connections may be assigned to subsequent owners of the same property upon acknowledgement of the District (see **Exhibit "N"**). Pre-paid connections controlled by a Property Owner shall not be transferred to another property unless specifically provided for in the Property Owner's development agreement. The terms of said agreement shall govern the transfer of said pre-paid connections in addition to the rights and obligations of the corresponding agreement. In all cases, at least one of the original transferors shall have a real (active participation with capital at risk) and substantial (at least 51% ownership) interest in the complete development. The Property Owner must furnish proof to the District of said real and substantial interest. If at any time during the development phase of said property the transferor ceases to maintain a real and substantial interest, said transfer shall be nullified by the District and further meter releases withheld until a new SDA is entered into and approved. In all cases, the District shall be notified in writing of said transfer and shall acknowledge same (see **Exhibit "R"**).

For projects constructed pursuant to a SRWDA which utilize a master metered reclaimed water irrigation system serving multiple individually owned parcels, an "Assignment and Acknowledgment of Operation and Maintenance for the On-Site Reclaimed Water Irrigation System" (See **Exhibit "L"**) from the Property Owner to the Homeowners Association is required prior to filing the DEP "Application For Permission To Place A Public Access Reuse System In Operation". This Assignment shall transfer to the Homeowners Association the duties and obligations for the operation and maintenance of the reclaimed water irrigation system on the Customer's side of the Point of Service.

B. GUARANTEED REVENUES

Prior to connection to the the District utility system, a total of 60 months' Guaranteed Revenue Fees (which equals the monthly Base Facility Charge at the appropriate meter size for a connected customer times 60) shall be paid by the Property Owners for all Equivalent Residential Connections (ERCs) or all Equivalent Residential Irrigation Connections (ERICs) associated with any parcel of land within the area served by the District. For properties requiring an SDA, Guaranteed Revenue

Fees shall be paid in accordance with Section C herein below. For properties not requiring an SDA, Guaranteed Revenue Fees shall be paid at the time of Service Initiation.

Guaranteed Revenue Fees represent certain fixed costs of the system held for future use which is not used and useful to the on-line Customers, and are charged to future users to offset the cost of preserving unused system capacity for future users until such users begin paying monthly service fees.

St. Lucie County has a bulk utility service agreement with the FPUA to provide water, wastewater and reclaimed water capacity to the District. As a result, certain future users may additionally be subject to the payment of guaranteed revenue fees charged by the FPUA with respect to reserved utility capacity under the requirements of the FPUA instituted guaranteed revenue fee program.

C. PAYMENT SCHEDULE

Guaranteed Revenue Fee payments for properties requiring an SDA include:

1. **Total Accrued Amount (TAA):** A TAA equal to sixty (60) months' Guaranteed Revenue Fees at the then current rate per each ERC/ERIC shall be due and payable fifty percent (50%) for all ERC's reserved upon execution of the SDA and fifty percent (50%) payable upon service initiation for each ERC reserved under the SDA.
2. **FPUA Amount (FPGR):** At the time required by Ft. Pierce Utility Authority (FPUA) pursuant to the terms of the Bulk Service Agreement Between FPUA and St. Lucie County, a FPGR equal to the then current rate established by FPUA shall be due and payable for each ERC/ERIC agreed to be served by FPUA under an SDA.

D. CAPACITY EXPIRATION

The capacity reservation provided for in SDAs and non-Standard Development Agreements shall have a term not to exceed sixty (60) months for potable water, wastewater and/or reclaimed water from the effective date of such agreements. Property Owners may extend the capacity reservation for unused ERCs (*or ERICs*) for an additional sixty (60) month term by entering into a Standard Development Renewal Agreement (SDRA) or non-Standard Development Renewal Agreement (non-SDRA) with the District with payment of the difference between the TAA at the time of the initial SDA and the TAA current at the time of the SDRA or non-SDRA. In the event that an SDRA/non-SDRA is not entered into by the Property Owner within ninety (90) days after the expiration date of the initial SDA, then the Property Owner must enter into a new SDA and pay a new TAA in order to extend the capacity reservation. TAA payments made on unused, expired SDAs shall not be refunded or reapplied to additional SDAs.

E. FORCE MAJEURE

The performance of any obligations of the District, notwithstanding anything contained herein to the contrary, shall be postponed and suspended during such period as the performance thereof is prevented by acts of God, accidents, inclement weather and conditions arising therefrom; strikes, lockouts and other labor troubles, riot, fire, earthquake, flood, epidemic, contamination, insurrection, hostilities, war, the declaration or existence of a national emergency and conditions

arising therefrom; the exercise of paramount power by the Federal Government, either through the taking of the demised premises or the imposition of regulations restricting the conduct of business herein; acts of sabotage; interference, restriction, limitation or prevention by legislation, regulations, decree, order or request of any Federal, State or local government or any instrumentality or agency thereof, including any court of competent jurisdiction; inability to secure labor or adequate supplies of materials, products or merchandise, inability to obtain permits from applicable regulatory agencies, inability to obtain required property rights and easements, or any other delay or contingency.

SECTION 2 - CONNECTION FEES

A Connection Fee shall be paid for each connection to the potable water, reclaimed water and wastewater system at the time of approval of an SDA, or if no SDA is required, at the time of Service Initiation. The Connection Fee, as amended from time to time by the District Board, represents the proportionate share, per ERC, of the reasonably anticipated capital cost of expanding, oversizing, acquiring or constructing water, wastewater and reclaimed water facilities where such expansion, oversizing, acquisition or construction is necessitated by the connection of new customers (or additional use by existing customers) to the existing utility facilities, for the benefit of new and not yet served customers. The District reserves the right to delay or deny connection to the District's Utility System when it is subsequently determined that it is not economically, environmentally or technically feasible to make such connection at that time. In the instance of denial of connection, the District shall refund fees paid for each ERC for which service is denied. Connection Fees shall be indexed annually for cost of living increases at an amount of 6% per year, provided such indexing shall no longer apply once a Connection Fee has been paid to the District.

SECTION 3 - FACILITIES TO BE PROVIDED BY PROPERTY OWNER

A. GENERAL

The District anticipates providing all master-planned off-site transmission, distribution, collection and other potable water, reclaimed water and wastewater Facilities. Off-site transmission, distribution, collection and other potable water, reclaimed water and wastewater facilities necessary to connect to the District's master planned facilities, and on-site transmission, distribution and other potable water, reclaimed water and wastewater Facilities and easements shall be provided by the Property Owner at no cost to the District pursuant to the requirements and specifications of the District. Facilities on the District's side of the Point of Connection (POC) shall be conveyed to the District by a bill of sale, free and clear of all encumbrances, the related cost documentation, the no lien affidavit, perpetual rights-of-ways and easements for said Facilities, and the completed as-built drawings for all such Facilities prior to acceptance by the District and the initiation of service thereto.

In the event that construction of certain major off-site water, wastewater and reclaimed water Facilities are necessary to provide service to a project, the Property Owner may be required to pay for the design, construction and inspection of such facilities with said design, construction and inspection to be conducted under the auspices of the District, subject to reimbursement as provided in this UEP.

In order to facilitate utility service to all properties within the area served by the District, potable water mains, reclaimed water mains, wastewater gravity mains and wastewater force mains shall be extended by the Property Owner along the full length of the road frontage for its property obtaining said potable water, reclaimed water, and/or wastewater service. Furthermore, the District may require utility line extensions through said property if an adjacent property is to be served in the future.

Property Owners intending to retrofit existing irrigation systems with reclaimed water service shall only be required to extend reclaimed water mains up to the Point of Service. The costs associated with the conversion of the irrigation system and any modifications to potable water service backflow prevention devices shall be the responsibility of the Property Owner requesting reclaimed water service.

B. CREDIT/REIMBURSEMENT FOR OVERSIZED FACILITIES

If the potable water, reclaimed water and/or wastewater Facilities can reasonably be expected to serve other areas than those of the Property Owner, the District shall require that they be oversized and/or constructed in such a manner to facilitate and to enable service to be provided to additional areas.

As outlined herein below, the Property Owner shall be credited/reimbursed for the estimated difference in the cost of construction of oversized Facilities and those Facilities which he otherwise required for his own use. It is the Property Owner's responsibility to request credit/reimbursement from the District. The amount of the credit/reimbursement shall be determined by the District based upon the data that is supplied by the Property Owner's engineer. The District will make every effort to properly evaluate the "cost difference" for oversizing, but in the event of a disagreement, the decision of the Director will be final.

There will be no credit/reimbursement for the construction of 6" potable water mains, 6" reclaimed water mains, 4" force mains or 8" wastewater gravity mains, which are the minimum standard sizes, even if these sizes exceed the Property Owner's own requirements.

B1. METHOD OF CREDIT/REIMBURSEMENT

The approved amount of the oversizing credit/reimbursement as calculated in Section B2 shall be applied as follows:

- For pipelines 20" and smaller, the entire amount shall be credited toward Connection Fees with any excess credits to be cash reimbursed by the District at project build-out.
- For pipelines larger than 20", the Property Owner may request at the time of final acceptance of the pipeline by the District, a cash reimbursement for that portion of costs in excess of those costs associated with a 20" pipeline. The balance of the amount shall be credited toward Connection Fees. Any excess credits shall be cash reimbursed by the District at project build-out.

These cash reimbursements shall only apply to projects granted connection fee credits on/or after the effective date of this Policy.

There shall not be a line extension fee, a line oversizing fee, or third party reimbursement fee due from a third party for any connection into a Property Owner or the District constructed main/facility. the District shall not credit/reimburse any Property Owner for amounts exceeding the calculations below. Any existing projects which chose the third party reimbursement option in the prior policy will be “grandfathered in”, and will still be granted a period of five years for collection from benefiting Property Owners beginning on the date the first meter is released for the initial Property Owner’s project.

B2. OVERSIZE CREDIT/REIMBURSEMENT DETERMINATION

The oversize credit/reimbursement shall be determined by the difference between actual costs and estimated costs of construction as documented by the Property Owner and verified by the District, which difference shall equal the credit/reimbursement due to the Property Owner for said oversized facilities.

C. REIMBURSEMENT FOR ADVANCE MASTER PLAN FUNDING PROGRAM

In order to expedite construction of Master Plan utility facilities to provide service to a Property Owner in advance of the time when the demand for such facilities would make such construction financially feasible, a Property Owner may elect to participate in an Advance Master Plan Funding program (an “AMPF”). Upon receipt of a request to participate in an AMPF, the District shall determine the amount of funding which the Property Owner would be required to fund (“AMPF Funding Requirement”) to participate in the AMPF. The AMPF Funding shall be included as a Special Condition in the SDA to be entered into between the Property Owner and the District.

The District shall reimburse a Property Owner’s AMPF Funding, plus simple interest on the balance of the AMPF Funding at the rate of 5%, in accordance with the following terms. The District shall establish an AMPF Funding Reimbursement Pool (“Reimbursement Pool”) on which the District shall account for all Property Owners who have participated in a particular round of AMPF funding (including the County to the extent that County has loaned the District monies to advance fund master plan utility facilities). Property Owners participating in the same AMPF shall have their AMPF Funding placed in the Pool on an equal pro rata basis. Pool reimbursements shall be made on a first in time basis, with full reimbursement being made to the first Pool in time before reimbursement begin on a second or subsequent Pools in time.

The District shall reimburse AMPF Funding within a Pool by crediting the Pool with the Net Water and Sewer Connection Charges collected by the District from Property Owners entering into SDA after the date of establishment of the Pool (or if no SDA is required, initiating service after the date of establishment of the Pool). The term “Net Water and Sewer Connection Charges” means the total Water and Sewer Connection Charges actually collected from a Property Owner by the District with the Pool geographic boundary established by the District, less any amounts required to be paid to the Ft. Pierce Utility Authority (or other wholesale utility capacity provider to the District), and less any amount required by Utility to extend the master planned lines to such Property Owner. The District shall pay each AMPF Funding participant within the Pool a Pro Rata Share of the Net Water and Sewer Connection Charges received by the District on a quarterly basis. The term “Pro Rata Share” means the ratio of each AMPF Funding participant’s AMPF Funding to the total amount of AMPF Funding within the Pool. For example, if the Pool had two participants, one with

an AMPF Funding and accrued interest of \$100.00 and the second with an AMPF Funding and accrued interest of \$200.00, participant one's Pro Rata Share would be 1/3 and participant two's Pro Rata Share would be 2/3. The District shall continue making reimbursement until no further balance due to AMPF Funding participants remains in the Pool.

SECTION 4 - PLAN REVIEW AND CONSTRUCTION INSPECTION

The District will review and approve the plans and specifications for, and will inspect the installation of all potable water, reclaimed water and/or wastewater facilities installed by Property Owner and/or Property Owner's contractors, which facilities are proposed to be transferred to the District for ownership, operation and control. Such inspection is designed to assure the District that the potable water, reclaimed water and/or wastewater facilities are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. The District will be present at tests of component parts of the potable water, reclaimed water and/or wastewater systems for the purpose of determining that the systems, as constructed, conform to the District's criteria for infiltration, filtration, pressure testing, line and grade. Such tests will be performed by the Property Owner's contractor, but only under the direct inspection of the District's authorized inspector and the Property Owner's engineer. No connection to an existing the District facility shall be made except in the presence of the District's authorized inspector.

The District shall charge a Construction Plan Review Fee and Inspection Fee based upon the magnitude of the project. The fees for plan review and inspection services as set forth in this Manual are designed to defray the cost of providing said services.

SECTION 5 - TRANSFER OF OWNERSHIP AND SERVICE INITIATION

Prior to Service Initiation and prior to transferring ownership to the District of potable water, reclaimed water and/or wastewater Facilities, the Property Owner must obtain the applicable forms from the Health Department and submit same to the District for approval:

1. A Certificate of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking Water Facility into Service; and/or
2. A Domestic Wastewater Collection/Transmission System Certificate of Completion of Construction; and/or
3. A Domestic Wastewater Collection/Transmission System Certificate of Completion of Construction for Reclaimed Water.

The District will assume operation and maintenance responsibilities of said Facilities upon signing the applicable certification(s), it being understood that the Property Owner is still required to meet the District's standards and obtain final inspection and acceptance from the District. The Property Owner must fulfill a variety of prerequisites, depending upon specific project circumstances, prior to securing partial and/or full clearance from the Health Department for Service Initiation.

For projects with only one connection, the District will only permit Service Initiation on a one-time, full completion (final acceptance) basis. For projects with more than one connection, the District will authorize Service Initiation on a partial basis subject to accomplishment of prerequisites by the Property Owner. In addition to construction requirements as set forth herein, the Property Owner shall submit to the District the documents set forth in the Exhibits to this UPAP.

A conditional final inspection or partial acceptance which will allow partial Service Initiation does not constitute an acknowledgment by the District that a project is complete, but rather that there remain deficiencies or other unaccomplished requisites. The District may authorize Service Initiation on a project or phase of a project on a conditional basis, dependent upon full satisfaction of all final acceptance requirements or proof of an adequate performance bond (110% of construction cost), as estimated by the Property Owner's engineer and verified by the District, to cover all outstanding requisites. The District will accept a clean irrevocable letter of credit or cashier's check to cover all outstanding construction requirements.

The Property Owner shall provide a warranty for the constructed potable water, reclaimed water and/or wastewater Facilities for one year (or five years in the case of lift station pump and motor assemblies) from date of Final DEP Certification.

SECTION 6 - DEFINED MEANINGS, TERMS, AND RULES OF CONSTRUCTION

A. GENERAL

Division 6 includes words, terms and phrases with defined and specific uses unique to these regulations.

B. RULES OF LANGUAGE CONSTRUCTION.

In the construction of language of these regulations, the rules set out in Division 6 shall be observed unless such construction would be inconsistent with the manifest intent of the BOCC.

Generally. All provisions, terms, phrases, and expressions contained in these regulations shall be liberally construed in order that the true intent and meaning of the BOCC may be fully carried out. Terms used in these regulations, unless otherwise specifically provided, shall have the meanings prescribed by the statutes of this State of the same terms.

Interpretation Minimum And Maximum. In the interpretation and application of any provision of these regulations it shall be held to be the minimum requirement adopted for the promotion of the public health, safety, and general welfare. Where any provision of these regulations imposes greater restrictions upon the subject matter than a general provision of all other ordinances, the provision imposing the greater restriction or regulation shall be deemed controlling.

Definitions. The definitions are intended to be generally construed within the context of these regulations, except as shall be specified by the term itself within a given context for a selected Sub-section of these regulations.

Text. In case of any difference of meaning or implication between text of these regulations and any figure, the text shall control.

Computation Of Time. The time within which an act is to be done shall be computed by excluding the first and last day; if the last day is a Saturday, Sunday, or legal holiday, that day shall be excluded.

Day. The word "day" shall mean a calendar day.

Gender. Words imparting the masculine gender shall be construed to include the feminine and neuter.

Month. The word "month" shall mean calendar month.

Non-Technical And Technical Words. Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

Number. A word imparting the singular number only may extend and be applied to several persons and things as well as to one person and thing. The use of the plural number shall be deemed to include any single person or thing.

Shall, May. The word ‘shall’ is mandatory; ‘may’ is permissive.

Tense. Words used in the past or present tense include the future as well as the past or present.

Week. The word week shall be construed to mean seven calendar days.

Written Or In Writing. The term “written” or “in writing” shall be construed to include any representation of words, letters or figures whether by printing or other form or method of writing.

Year. The word “year” shall mean a calendar year, unless a fiscal year is indicated or 365 calendar days is indicated.

Abbreviations.

AGRF:	Accrued Guaranteed Revenue Fees
BOCC:	Board of County Commissioners
BOD:	Biochemical Oxygen Demand
CAU:	Community Assessment Unit
CIP:	Capital Improvement Program
CO:	Certificate of Occupancy
CWWTP:	Community Wastewater Treatment Plant
FDEP:	Department of Environmental Protection
DRI:	Development of Regional Impact
EPC:	Environmental Protection Commission
ERC:	Equivalent Residential Connection
FAC:	Florida Administrative Code
HRS:	Florida Department of Health and Rehabilitative Services
IWWTP:	Interim Wastewater Treatment Plant
L:	Liter
mg:	Milligrams
mg/l	Milligrams Per Liter
POC:	Point of Connection
SFWMD:	South Florida Water Management District
TN:	Total Nitrogen
TP:	Total Phosphorous
TSS:	Total Suspended Solids

C. DEFINITIONS.

Act or The Act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended from time to time, 33 U.S.C. 1251, et seq.

Connection Fee. The fee assessed by the County for the connection of existing or proposed development to District utility Facilities. The amount of such fee, as amended from time to time, represents the proportionate share, per ERC, of the reasonably anticipated capital cost of expanding, oversizing, acquiring, or constructing the County's planned and existing facilities within the County service area where such expansion, oversizing, acquisition, or construction is necessitated by the connection of new customers (or additional use by existing customers) to the existing utility facilities, for the benefit of new and not-yet-served customers.

Community Wastewater Treatment Plant. A community wastewater treatment plant is defined to mean a temporary wastewater treatment plant for a development, its collection system, appurtenant effluent disposal/reclaimed water reuse facilities, and sludge treatment and disposal facilities.

Contract For Service. The document by which a customer's financial responsibility is established for the charges legally assessed against the service address(es) specified therein.

County. A political subdivision of the State of Florida, known as St. Lucie County, as governed by the Board of County Commissioners (BOCC).

County Standard Developer Agreement. The Standard Developer Agreement, as adopted and amended from time to time by the BOCC, setting forth specific requirements of a Developer in connection with a reservation of capacity in the Utility System.

Customer. An Applicant which has contracted to receive utility services from a Utility and is financially responsible for the payment of all charges legally assessed by the Utility with respect to that particular connection to the Utilities' facilities. Also the actual user of these utility services.

Customer, Bulk. A customer of a Utility which redistributes utility services through its own utility facilities.

Customer, New. An Applicant for property that has existing development or is proposed for development.

Developer. Property Owner, or an agent of the Owner, of land proposed for Development.

Development, Existing. A single family residence, a multi-family structure, or a single parcel of property with one or more existing structures used for residential, commercial, commercial residential, industrial, or manufacturing purposes that generates wastewater flow to On-Site Wastewater Treatment Disposal System or a Private Wastewater Treatment Facility within the St. Lucie County Wastewater Service Area.

Development, Proposed. Any change in land use which alters or creates the demands for utility services; any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or permanent storage of materials; the act of building, engineering, mining, or other operations in, on, over, or under land; and/or the making of any material change in the use of any building or other land.

District. The St. Lucie County Water and Wastewater Utility District.

District Board. The Governing Board of the St. Lucie County Water and Wastewater Utility District.

District Utility Director. The District Utility Director or the District Utility Director's designee.

Dry-line Facilities. Utility facilities that are permanent in nature, that have been installed, but are not useable until other permanent facilities are available.

Effluent. Water, after some degree of treatment, flowing out of any treatment device or facility.

Equivalent Residential Connection. A unit of potable water, reclaimed water, or wastewater capacity in the applicable District utility system which is equivalent to the average number of gallons per day of service attributable to a single family detached residence as such number is established from time to time by the District Utility Director for the applicable service.

Force Mains. See Wastewater Facilities, Pressure.

Individual On-Site Wastewater Disposal Facilities. On-Site Wastewater Disposal Facilities that provide Wastewater services to a single housing unit.

Individual On-Site Water Supply Facility. A water well serving a single housing unit.

Line Extension. Any utility conveyance system improvements needed to provide service to an existing or future development.

Low Pressure Sewer Facilities. See Wastewater Facilities, Low Pressure.

Off-Site Facilities. Utility facilities that are located between the Applicant's property limits and any and all POC's.

On-Site Facilities. Utility facilities that are located within an Applicant's property limits.

On-Site Wastewater Disposal Facilities. The facilities used for the treatment of wastewater in septic tanks and the disposal of the effluent by absorption fields.

Oversized Facilities. Any utility facilities which are sized beyond the needs of the development for which the facilities were initially installed.

Oversizing. Utility facilities which are constructed to provide capacity for existing and/or future developments in excess of the utility capacity requirements of the property owner's development.

Point of Connection. A point of entry into a utility system, given by the Utility to an Applicant; the point at which the property owner receives utility service.

Potable Water. Water that meets the Environmental Protection Agency standards for human consumption.

Potable Water Facilities. All facilities required for the production, treatment, storage, transmission, distribution, and delivery of potable water.

Potable Water Facilities, Common. Potable water supply facilities formed by an on-site well with more than one connection serving more than one dwelling unit. Common potable water supply facilities shall meet HRS requirements for a Private Water Supply.

Potable Water Facilities, Distribution. Those pipes, fire hydrants, valves, fittings, service connections, and appurtenances, sized in accordance with District engineering standards, used to convey potable water from a master planned transmission system to a customer.

Potable Water Facilities, Municipal. Public potable water facilities which are provided by a City or County and shall meet HRS requirements for a Public Water Supply.

Potable Water Facilities, Private. Potable water facilities for which the construction or operating permits are issued to other than a municipality or county.

Potable Water Facilities, Public. Potable water facilities for which the construction or operating permits are issued to a municipality or county.

Potable Water Facilities, Supply. Those facilities used to develop a source of potable water and its treatment including, but not limited to wells, raw water mains, treatment facilities, storage tanks, pumping stations, etc.

Potable Water Facilities, Supply, Individual On-Site. A potable water supply formed by an on-site well with one connection serving a single unit. Individual private wells shall meet HRS requirements for a Private Water Supply.

Potable Water Facilities, Transmission. Those pipes, fire hydrants, valves, fittings, and appurtenances, sized in accordance with District engineering standards, used to convey potable water from potable water supply facilities or a pumping station to a distribution system.

Property Owner. The title holder of record for a parcel of land, or its duly authorized representative or agent, or occupants of said property, who applies, either voluntarily or through the mandatory connections procedures, for utility service to and for said property, and who can bind the property owner to all legal obligations related to utility services.

Reclaimed Water. Domestic Wastewater that has received at least secondary treatment, as defined by FDEP, and treatment as required by policy of the Sanitary Sewerage Element of the St. Lucie County Comprehensive Plan, and is reused after flowing out of a wastewater treatment facility (“Reuse Water”). Reclaimed water shall also include other irrigation quality water used to supplement Reuse Water.

Reclaimed Water Facilities. All facilities required for the storage, transmission, and distribution of reclaimed water.

Reclaimed Water Facilities, Distribution. Those pipes, valves, fittings, service connections, and appurtenances, sized in accordance with District utility standards, used to convey reclaimed water from reclaimed water transmission facilities to a customer.

Reclaimed Water Facilities, Transmission. Those pipes, valves, fittings, and appurtenances identified and sized in accordance with the reclaimed water master plans, constructed in accordance with District utility standards, used to convey reclaimed water from a wastewater treatment plant or pumping station to reclaimed water distribution facilities.

Reclaimed Water Service Connection. The reclaimed water connection from a reclaimed water distribution facility to the point of delivery for a Customer. For a residential Customer, this point of delivery is the downstream side of the meter at the Customer’s property line. For a non-residential Customer, the actual point of delivery may be at a location other than the property line, to be determined by the District Utility Director in coordination with the Customer.

Reuse. The deliberate application of reclaimed water for a beneficial purpose which reduces the use of water of a higher quality.

Reuse Facilities. Those facilities located downstream of the service connection for the purpose of practicing reuse.

Service Area. The parcel(s) of land to which a Utility is legally entitled to provide utility services.

Service Area, Municipal. The area within which a county, municipality, or other governmental authority or agency by a law or agreement is allowed to provide utility services.

Service Availability (Availability of Service). The results of determining, through engineering analysis and of cost and operational feasibility studies, if utility

service is available to an Applicant for property that has existing development or is proposed for development.

Sewage, Domestic or Sanitary. See Wastewater, Domestic or Sanitary.

Utility. A publicly or privately owned company or legal entity that provides to its customers products and/or services. Such products may be gas, electricity, water, etc.; and such services may be transportation systems, stormwater management systems, wastewater treatment and disposal systems, etc. In these regulations the use of this word will be restricted to an entity that supplies potable water, reclaimed water, and wastewater products and services to its customers.

Utility Facilities. All the facilities controlled by a Utility required to provide customers with potable water, reclaimed water, and/or wastewater products and/or services.

Utility Facilities, Private. Utility facilities for which the construction or operating permits are issue to other than a county or municipality.

Utility Facilities, Public. Utility facilities for which the construction or operating permits are issued to a county or municipality.

Utility Service. The act by a Utility of providing to a customer for its use potable water and/or reclaimed water, and/or providing to a customer the removal of their wastewater.

Wastewater. The liquid and water-carried domestic or industrial wastes from dwellings, commercial buildings, industrial facilities, and institutions together with any ground water, surface water, and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter any wastewater facilities.

Wastewater, Domestic or Sanitary. Wastewater derived principally from dwellings, commercial buildings, industries, institutions, and the like; originating as wastes from kitchens, water closets, lavatories, bathrooms, and showers; the strength of which shall normally fall below the following parameters: BOD (300 mg/l); TSS (300 mg/l); TN (40 mg/l), and TP (12 mg/l).

Wastewater Facilities. All facilities required for the collection, transmission, treatment, and disposal of wastewater.

Wastewater Facilities, Collection. A system of laterals, pipes, and manholes used to collect wastewater and convey it by gravity to a pumping station.

Wastewater Facilities, Low Pressure. A network of small diameter pipelines which convey wastewater, under low pressure, to a central collection facility. The low pressure is produced by small pumps located at the individual wastewater sources.

Wastewater Facilities, Pressure. A system of pipes, valves, fittings, and appurtenances used to convey wastewater under pressure from a pump station to a point of discharge.

Wastewater Facilities, Private. Wastewater facilities for which the construction or operating permits are issue to other than a county or municipality.

Wastewater Facilities, Public. Wastewater Facilities for which the construction or operating permits are issue to a county or municipality.

Wastewater Facilities, Pump (Lift) Station. An above or below ground structure containing pumps and appurtenances which pumps untreated wastewater through a wastewater pressure facility to another wastewater pressure facility, a wastewater collection facility or directly to a wastewater treatment plant.

Wastewater Facilities, Service Lateral. In wastewater collection facilities a service lateral is a small pipe that branches from a larger pipe to a Customer's property line thereby providing a point of collection into the collection facility. A lateral is normally sized four inches in diameter or larger.

Wastewater Treatment Plant. Those facilities used to treat wastewater and dispose of effluent and sludge including, but not limited to clarifiers, aerators, digesters, filters, storage tanks, percolation-evaporation ponds, spray irrigation fields, direct discharge pipes, etc.

Well. The physical structure, facility or device at and below the land surface from or through which groundwater flows or is pumped from subsurface, water-bearing formations.

Wellfield. An area containing one or more wells contributing water to a public otable water system as defined by applicable environmental regulation.

SECTION 7 - CAPACITY ASSESSMENT UNIT PROGRAM

A. PROPOSED DEVELOPMENT

Property owners that enter into an SDA with the District may request the District initiate a Capacity Assessment Unit ("CAU") to finance the payment of connection fees, guaranteed revenues fees and such master planned facilities required to be funded by the Property Owner pursuant to the terms of the SDA. If the District determines to permit the Property Owner to enter the CAU Program, the District shall bring the proposed improvement project for public hearing in accordance with legal requirements.

All costs relating to the CAU, including, but not limited to program administrative fees and financing costs at 5% of total assessment amount, and, where master planned facilities are included in the CAU, surveying, drafting, engineering, permitting, construction, inspection, administration and obtaining and verifying easements, shall be included in the improvement

project. Inspection fees shall be assessed at 2% of construction costs. Construction project administration fees shall be assessed at 5% of construction costs. All other costs will be based upon actual costs incurred. A construction contingency of 10% of construction costs shall be provided under the assessment established at the public hearing, with unused contingencies and construction under-runs to be credited by amending resolution.

At least twenty (20) days prior to the public hearing, the District shall notice the public hearing by mail and by publication in a newspaper generally circulated within the applicable County. The notice by mail shall be sent to each person owning property subject to the assessment and shall include the following information:

- (1) the purpose of the assessment;
- (2) the total amount to be levied against each parcel;
- (3) the unit of measurement to be applied against each parcel to determine the assessment;
- (4) the number of units contained within each parcel;
- (5) the total revenue the District will collect by the assessment;
- (6) a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in loss of title;
- (7) a statement that all affected property owners have a right to appear at the hearing and to file written objections with the District Board prior to or during the public hearing; and
- (8) the date, time, and place of the public hearing.

The published notice shall contain at least the following information:

- (1) a reference to the District Board;
- (2) a geographic depiction of the properties subject to the assessment;
- (3) the proposed schedule of the assessment;
- (4) the fact that the assessment will be collected by the tax collector; and
- (5) a statement that all affected property owners have the right to appear at the public hearing and the right to file written objections prior to or during the public hearing.

Upon confirmation of the assessment resolution by the District Board, a lien shall be placed on each benefited property. The assessment resolution and roll shall be recorded by the

Clerk and the same shall constitute a lien against the assessed property. The Clerk shall notify each Property Owner of the lien.

The payment period for special assessments shall be 20 to 30 years, as determined by the District Board. Special assessments shall bear interest at the rate of 6½ % per annum, or such other interest rate as determined by the District Board from time to time, from the date of notification by the Clerk following completion of construction and shall be payable in equal annual payments with the first installment billed on the first property tax bill following the date of notification or billed directly to the Property Owner. Assessments may be paid in full without interest within 30 days of notification of final completion of the special assessment project by the Clerk.

B. EXISTING DEVELOPED AREAS

Property Owners in existing developed areas desiring potable water, reclaimed water or wastewater service may request from the District petition forms for the initiation of a CAU to finance the capital improvements necessary to provide such service. The petition form shall include:

- (1) a description of the proposed improvement;
- (2) a statement from the petitioners requesting that the improvement be constructed;
- (3) a statement recognizing that the District Board will make the determination of special assessments at a public hearing;
- (4) an estimated cost of the assessment based on the average cost of similar improvements and the method of assessment; and
- (5) a statement that the petitioners agree to be assessed for the actual costs of construction of the improvements, including other allowable incidental costs.

The petitioning process is solely used to gauge the interest of Property Owners in receiving potable water, wastewater and/or reclaimed water service. Petition forms are for general informational purposes only and shall not preclude the District from modifying the geographic boundaries of an improvement project prior to providing the required notices of the public hearing. A

Upon receipt of petition forms from a majority of the Property Owners in favor of the requested improvements, the District shall determine if sufficient right-of-way and/or easements exist for the proposed improvements. If sufficient right-of-way and/or easements do not exist, the District will endeavor to obtain the required right-of-way and/or easements to accommodate the proposed improvements. The District may verify signatures on the petition forms with information in the public records.

The District may bring the proposed improvement project for public hearing in accordance with legal requirements upon receipt of petition forms from a majority of the

Property Owners in favor of the requested improvements and if sufficient right-of-way or easements exist or can be reasonably obtained. The District may proceed with surveying, drafting, engineering, obtaining and verifying easements, permitting and obtaining construction bids for the improvements prior the public hearing. The District may bid each project separately or may utilize a continuing unit price construction contract established for this purpose. Notwithstanding the petition process, the District shall retain the authority to undertake an improvement projects with less than a majority of the Property Owners in favor of the improvements. In addition, the District may undertake an improvement project in the absence of a landowner petition.

All costs relating to the CAU, including, but not limited to program administrative fees and financing costs at 5% of total assessment amount, and, where master planned facilities are included in the CAU, surveying, drafting, engineering, permitting, construction, inspection, administration and obtaining and verifying easements, shall be included in the improvement project. Inspection fees shall be assessed at 2% of construction costs. Construction project administration fees shall be assessed at 5% of construction costs. All other costs will be based upon actual costs incurred. A construction contingency of 10% of construction costs shall be provided under the assessment established at the public hearing, with unused contingencies and construction under-runs to be credited by amending resolution. All facilities to be constructed shall be designed in accordance with the District standards and shall meet all other applicable standards, including provision for fire protection.

The District may hold an informational meeting prior to the public hearing. At the informational meeting, the District staff will explain the proposed improvements, tentative assessment to each property, and the applicable procedures to be followed. Notice for the informational meeting shall be mailed by regular mail to each Property Owner no less than ten (10) days prior to the informational meeting date.

In lieu of an informational meeting, the District may provide a comprehensive and detailed explanation of the proposed improvements and tentative assessments to all owners of property to be specially benefited. The information shall be mailed by regular mail to each of the Property Owners no less than ten (10) days prior to the public hearing.

At least twenty (20) days prior to the public hearing, the District shall notice the public hearing by mail and by publication in a newspaper generally circulated within the applicable County. The notice by mail shall be sent to each person owning property subject to the assessment and shall include the following information:

- (1) the purpose of the assessment;
- (2) the total amount to be levied against each parcel;
- (3) the unit of measurement to be applied against each parcel to determine the assessment;
- (4) the number of units contained within each parcel;

- (7) the total revenue the District will collect by the assessment;
- (8) a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in loss of title;
- (7) a statement that all affected property owners have a right to appear at the hearing and to file written objections with the District Board prior to or during the public hearing; and
- (8) the date, time, and place of the public hearing.

The published notice shall contain at least the following information:

- (1) a reference to the District Board;
- (2) a geographic depiction of the properties subject to the assessment;
- (3) the proposed schedule of the assessment;
- (4) the fact that the assessment will be collected by the tax collector; and
- (5) a statement that all affected property owners have the right to appear at the public hearing and the right to file written objections prior to or during the public hearing.

Upon confirmation of the assessment resolution by the District Board, a lien shall be placed on each benefited property. The assessment resolution and roll shall be recorded by the Clerk and the same shall constitute a lien against the assessed property. The Clerk shall notify each Property Owner of the lien.

Property Owners are responsible for all improvements on their side of the Point of Service, including all permits and fees. When connecting to the District's potable water system, the Property Owner shall permanently disconnect all wells from the plumbing leading to or inside the house or building. The wells may be used for landscape irrigation only, except where prohibited herein. When connecting to the wastewater system, the Property Owner shall abandon existing septic tanks in accordance with all Federal, State and local laws, rules and regulations.

The payment period for special assessments shall be 20 to 30 years, as determined by the District Board. Special assessments shall bear interest at the rate of 6½ % per annum, or such other interest rate as determined by the District Board from time to time, from the date of notification by the Clerk following completion of construction and shall be payable in equal annual payments with the first installment billed on the first property tax bill following the date of notification. Assessments may be paid in full without interest within 30 days of notification of final completion of the special assessment project by the Clerk.

SECTION 8 - DEFERRED PAYMENT PLAN SERVICE INITIATION FEES

Property Owners desiring to convert existing wells and/or septic tanks to the District potable water and/or wastewater Facilities and/or connect existing developments to the District's Reclaimed Water Distribution System, may make application for a Deferred Payment Plan (Plan), subject to the District's approval. This Plan may be selected if the service is readily available to service the property. The Property Owner participating in the Plan shall agree to the terms as set forth in the Certificate of Indebtedness, the Plan Application, and the District Service and Extension Policies, as may be amended. A Certificate of Indebtedness shall be recorded by the Clerk and shall become a lien upon the property superior to all liens, titles, and claims except Federal and State taxes.

The payment period for the Service Initiation Fees under the Plan shall be as follows:

- Potable water and reclaimed water service – 20 years
- Multiple services concurrently requested, including potable water, wastewater, reclaimed water, paving, or drainage – 20 years
- Wastewater services – 20 years
- Potable water or reclaimed water service, paving or drainage in areas of special concern as determined by the District Board in conjunction with the Department of Housing and Community Development – 20 years

The Service Initiation Fees may be paid in full without interest within 30 days from the date of the Deferred Payment Application. All Deferred Payment Plans shall bear interest at a rate of 6½% per annum, or such other interest rate as determined by the District Board from time to time, from the date of Service Initiation and shall be payable in equal monthly payments over the payment period. All Deferred Payment monthly installments shall be included in the Property Owner's monthly utility bill. Failure to pay any portion of the utility bill, including the Deferred Payment installment of principal or interest, when due shall result in a late fee, including interest. The District shall discontinue potable water, reclaimed water, and wastewater service to the property benefiting from the Plan if any portion of the monthly utility bill, including Deferred Payment Fees, remains delinquent after ten (10) business days of the bill date containing said delinquency.

SECTION 9 - SERVICE TEMPORARILY PROVIDED BY ANOTHER UTILITY

Circumstances occasionally may arise that merit consideration of temporary provision of utility service to a property by the Property Owner or a utility other than the District which will be the permanent or future purveyor of service. The following policy statements shall govern consideration and implementation of such requests by the District:

1. The length of time proposed for temporary service shall be mutually agreed upon by the parties.
2. There shall be an agreement executed by the utilities involved and the benefiting Property Owner outlining the terms of the temporary service arrangement.

3. The design and construction standards the District shall govern the quality of Facilities installed. However, specific requests of the temporary purveyor for variations in these standards may be considered.
4. The approved construction plans shall facilitate eventual transfer of service. The plans shall be approved by both purveyors.
5. The benefiting Property Owner shall pay all appropriate fees for inspection, plan revision and meter installation to both purveyors as may be specified. The benefiting Property Owner shall also pay the District all appropriate connection fees and other contractually required fees or charges as necessary in addition to any such fees or charges justified and mandated by the temporary purveyor. The benefiting Property Owner shall pay additional fees/charges to the extent that duplicate services would have been provided. There shall be no credits granted to the Property Owner for any such duplication.
6. The Agreement shall provide the basis for concluding the temporary service arrangement at the designated time.
7. No temporary service agreement shall be approved if it would serve the purpose of delaying the extension of the District Facilities to an area, but rather shall only be approved if no original provision of service was specified, or if such temporary service speeds initiation of service to a project pending delivery of service. Once the District has made service available to the Property Owner, the Property Owner shall connect to the District.

SECTION 10 - ON-SITE RECLAIMED WATER REQUIREMENT

The District requires the use of reclaimed water for new development as set forth below and strongly recommends reclaimed water service for existing utility customers that do not currently utilize reclaimed water service. Reclaimed water service promotes water conservation and avoids the use of potable water for irrigation purposes.

1. Mandatory Use of Reclaimed Water:

The use of reclaimed water for irrigation is mandatory for all new Development. The Property Owner of said new Development shall design and construct an on-site reclaimed water irrigation system as set forth in this USP, the UEP, and the Standard Reclaimed Water Development Agreement (“SRWDA”). Such design shall be based upon the delivery by the District of reclaimed water to a Property Owner on-site water storage facility (lake, pond, contained canal or bermed area) at which will be located a reclaimed water metering facility which shall be the customer point of connection, and from which Property Owner will distribute and dispose of the reclaimed water throughout its Property. Such design shall incorporate wet-weather receipt and discharge of the reclaimed water on the Property.

Each Property Owner shall be required to purchase and use, at such time and in such quantities as determined by the District a volume of reclaimed water equal to the volume of wastewater discharged from the Property on an equivalent average basis as determined by the Utility

Director. If the District reclaimed water facilities are available at the time the Property connects to the District water and wastewater system, then the Property Owner shall connect the on-site reclaimed water system to the District reclaimed water system. If reclaimed water is not available to the Property at the time the new Development connects its on-site water and wastewater systems to the District, then the Property Owner shall provide required stub-out facilities sufficient to connect the on-site reclaimed water system with the District reclaimed water system when the District reclaimed water system is extended to the Property. The District shall connect the on-site reclaimed water system to the District reclaimed water system when available and shall notify the Property Owner that such connection has been made and that the Property Owner's obligation to use reclaimed water has commenced.

2. Commitment to Provide Reclaimed Water:

The District shall use its best efforts to obtain a supply of reclaimed water to provide for the reclaimed water demands of each Property, provided, however, that the District makes no representation or guarantee that adequate supplies of reclaimed water will be available to any given Property at any given time, and further provided such efforts are financially and technically feasible. The District reserves the right to allocate available capacity among the several Property Owners to the end that a fair distribution of such capacity is accomplished and that no Property Owner shall preempt others from the reasonable opportunity to obtain such capacity when the same is required by such Property Owners in the near-term future. To the extent that the District cannot provide sufficient reclaimed water supply to meet the full requirements of a Property Owner, the Property Owner may supplement the reclaimed water supply with other available water supplies, provided that such use does not interfere with the obligation of Property Owner to use and dispose of the volume of reclaimed water equal to the volume of wastewater discharged from the Property.

3. Reclaimed Water System Requirements:

a. **Property Owner Facilities.** The Property Owner shall install and maintain an underground reclaimed water irrigation system of low-trajectory spray heads that is controlled by electrical timers and valves. Such irrigation system may be designed for dual application of alternative water supplies, with appropriate back-flow prevention and cross-connection protection devices as approved by the Utility Director. The reclaimed water supply shall not enter any building containing a dwelling unit, except in accordance with DEP rules and regulations. No above ground hose bibbs will be allowed on the reclaimed water system. All reclaimed water hose bibbs must be installed in locked boxes located below grade and must be colored and marked in accordance with DEP rules and regulations.

b. **Standards.** The following standards shall be strictly adhered to in the design, construction and operation of all reclaimed irrigation systems: UEP, Rule 62-610, Florida Administrative Code, as amended from time to time, DEP rules, regulations and policies, Plumbing Code of the Southern Standard Building Code Congress International, Inc., latest edition as amended from time to time.

c. **Public Notification and Signage.** Adequate signs in compliance with DEP rules and regulations shall be posted throughout the reclaimed water irrigation system to inform the public

that nonpotable reclaimed water is being used for irrigation. These signs must be routinely visible to residents and guests of the Property. A minimum of one sign per Property or one sign per irrigated acre, whichever is greater, shall be posted. The signs, to be posted at the entrances to irrigated areas and at appropriate intervals, shall state, at a minimum, "Reclaimed Water Irrigation Area", "Landscaping Irrigated with Reclaimed Water", "Reclaimed Water – Do Not Drink" or similar text. Minimum height of lettering on the signs shall be one inch. Lettering shall be purple on a contrasting background. For hose bibbs, the sign shall be on the cover of the below grade box in letters at least 0.5 inch high or a purple plastic bag containing the warning language in contrasting letters that are at least 0.25 inch high shall be permanently attached to the bibb inside the box. All piping, valve boxes, hose bibb boxes, and above ground fittings and valves shall be purple.

d. Compliance. Failure to comply with the Reclaimed Water System Requirements and all DEP reclaimed water rules and regulations shall be grounds for the District to discontinue water, wastewater and reclaimed water service to the Property, until the Property comes into compliance. Property Owners that do not use the minimum volume of reclaimed water during a monthly billing cycle may be assessed a minimum charge for each thousand gallons of reclaimed water use below the minimum as provided in the USP.

EXHIBIT "A"

DATA SHEET FOR ERC/ERIC DETERMINATION

Project Name: _____

Developer: _____

Owner's Name (Must be exactly as on recorded warranty deed): _____
(Must submit a copy of recorded warranty deed)

Owner's Mailing Address: _____

Project Location: (Not Street Address): _____

Section _____ Township _____ Range _____

ATTACH A LISTING OF PROPERTY CONTROL NUMBERS (PCN) FOR ALL PROPERTY TO BE COVERED BY THE STANDARD DEVELOPMENT AGREEMENT.

Please check the appropriate spaces and fill in the applicable blanks for your particular project. The information required below is to determine the number of Equivalent Residential Connections (ERCs) for use in the Standard Development Agreement and to correspond with information provided on your plans.

A SITE PLAN MUST BE SUBMITTED SHOWING APPROPRIATE BUILDING AREAS AND FEATURES.

The above project is: _____ Non-Residential _____ Residential
Type of service: _____ Potable Water _____ Wastewater _____ Reclaimed Water

I. If Non-Residential: Total square footage is _____

Below, please check applicable non-residential uses for your project:

Beauty/Barber Shops _____ Sq. footage _____ Meter size _____

Laundromat _____ Sq. footage _____ Meter size _____

Gas/Service Station _____ Sq. footage _____ Meter size _____

Car Wash _____ Yes _____ No _____

Hospital _____ # of beds _____ Sq. footage _____ Meter size _____

Hotel/Motel _____ # of rooms _____ Sq. footage _____ Meter size _____

Nursing Home # of beds _____ Sq. footage _____ Meter size _____

Office Building _____ Sq. footage _____ Meter size _____

Food Service _____ Sq. footage _____ Meter size _____

(i.e., bars, restaurants, etc.)

Boarding School _____ Sq. footage _____ Meter size _____

Day School _____ Sq. footage _____ Meter size _____

Factory _____ Sq. footage _____ Meter size _____
 (process water requirements)
 General Commercial _____ Sq. footage _____ Meter size _____
 Movie Theater/Auditorium _____ Sq. footage _____ Meter size _____
 Religious Institution _____ Sq. footage _____ Meter size _____
 Warehouse _____ Sq. footage _____ Meter size _____
 (mini-warehouse, dead storage)
 Warehouse _____ Sq. footage _____ Meter size _____
 (bulk inventory, supply)
 Warehouse _____ Sq. footage _____ Meter size _____
 (office-commercial, subdivision)

II. If Residential:

1. Number of dwelling units: _____
 individual or master meters: _____ Sizes of meter(s): _____
2. Clubhouse: _____ Yes _____ No Size of meter: _____
 If more than 1, how many? _____
3. Restaurant (banquet hall) Sq. footage _____

III. Other uses or comments:



I, _____, the undersigned, _____ (Title) of _____
 _____ (Developer/Owner/Agent)
 hereby affirm the truth to the above statement and calculations to the best of my knowledge.

Signed: _____ Date: _____

Address: _____ Phone: _____



ERC Calculation by the District: _____ ERCs _____ Area # or GI _____

By: _____ Date: _____

EXHIBIT "B"

CORPORATE RESOLUTION

The undersigned _____,
OFFICER'S NAME

as _____ of _____, a
TITLE OF OFFICER CORPORATION NAME

_____ corporation, hereby certifies that at a special meeting of the Board of Directors of said corporation, which was duly called and held on the _____ day of _____; with a quorum present and voting, the following resolution was enacted and is still in full force and effect:

"RESOLVED that _____, as _____, of said Corporation is authorized, empowered and directed to execute the Standard Development Agreement(s) and all necessary related document(s), easement(s), assignment(s), transfer(s), amendment(s), or indemnity agreement(s) thereto pertaining to potable water, wastewater and/or reclaimed water between _____ and St. Lucie County.

I further certify that the foregoing resolution is in conformity with the Articles of Incorporation and the By-laws of the corporation and that there are no provisions in said Articles of Incorporation or By-laws which limit the power of the Board of Directors to enact the foregoing resolution or grant the authority expressed therein.

I further certify that this corporation is in good standing with all license, income and franchise taxes paid, and no proceeding for the dissolution or liquidation of this corporation is in effect.

Executed this _____ day of _____, 20____ (SEAL)

By: _____
Signature

Corporate Title

Typed or Printed Name

EXHIBIT "C"

CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

_____, a _____ Corporation, existing under the laws of the State of _____ and authorized to do business in the State of Florida, hereby certifies that it is the mortgage / lienholder under a mortgage from _____, a corporation, dated _____, filed _____, and recorded in Official Record Book _____, Page, as modified by Mortgage Modification Agreement dated _____, filed _____ and recorded in Official Record Book _____, Page _____, all in the Public Records of St. Lucie County, Florida, and hereby consents to and joins in the execution of the Agreement between St. Lucie County and _____, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in **Exhibit "A"** to the Agreement and further consents to and joins in the granting of utility easements to St. Lucie County as provided for in the aforesaid agreement with St. Lucie County.

_____, as mortgagee aforesaid, consents to the recording by St. Lucie County, in the Public Records of St Lucie County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this ____ day of _____, 20____.

WITNESSES:

_____ a
_____ authorized to do
business in the State of Florida.

By: _____
President

Typed or Printed Name

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, of _____ a _____
corporation, on behalf of the corporation. He/she is personally known to me or has
produced _____ as identification.

Signature of Notary

Typed, Printed, or Stamped Name of Notary

Serial Number

EXHIBIT "D"

***INSTRUCTIONS FOR STANDARD POTABLE WATER AND WASTEWATER
DEVELOPMENT AGREEMENTS***

All of the following instructions must be accurately satisfied to allow St. Lucie County to accept your Agreement for approval. The applicant does not have a service commitment until the Agreement is approved.

SUBMIT THREE (3) ORIGINAL REDLINES OF THE AGREEMENT, EACH WITH ORIGINAL SIGNATURES ONLY.

1. Leave the date blank. It will be filled in upon execution by the District.
2. The contracting party **MUST** be the owner of the property included in the SDA.

SIGNATURE PAGE

THIS IS THE MOST IMPORTANT PAGE. IT INDICATES THAT THE CONTRACTING PARTY AGREES WITH ALL THE PROVISIONS OF THE AGREEMENT.

1. Two different people must witness the Property Owner's signature.
2. If a corporation, please provide the full corporate name and state of incorporation, i.e., SUNSHINE STATE CORPORATION, a Florida corporation.
3. If a corporation, the President or Vice President signing on behalf of the corporation is preferred.
4. If the entity is a Partnership; **all** partners must sign unless the Partnership Agreement indicates otherwise.
5. When signing as an officer of the Partnership, please indicate your title after your name, i.e., Larry Snow, General Partner.
6. The Corporate Seal must also be affixed to the Agreement.
7. In completing the Notary acknowledgment, please make sure your title also appears after your name. If an individual, please strike through any inapplicable language in the acknowledgment. Please indicate if individual is personally known or has furnished identification.
8. Please make certain the Notary affixes their seal and indicates the expiration date of their Commission.
9. Provide a **COMPLETE** legal description of the property to be encumbered by the SDA as **Exhibit "A"**.

ADDITIONALLY, THE FOLLOWING DOCUMENTS MUST ALSO BE PROVIDED:

1. One (1) copy of the legal description and survey which must have been previously certified by a Registered Land Surveyor, in addition to the legal description required for **Exhibit "A"**.
2. For a Corporation, one copy of the following items is required:
 - (a) a corporate resolution authorizing the appropriate officer or agent to sign the SDA (one original).
 - (b) a corporate seal must be affixed near the authorized signature on the resolution, described above, as well as on the Agreement.
 - (c) a current officer listing from the Florida Secretary of State (one copy).
3. One (1) original of a properly executed mortgagee consent and joinder and form or a letter from an attorney licensed to do business in Florida confirming clear title for any property without a mortgage or lien.
4. Partnership, joint venture, and/or trust agreements, as applicable (one copy).
5. The Mandatory Agreement Payment must accompany the Agreement.
6. A copy of the owner's recorded warranty deed to the property.
7. A Title Policy for the benefit of the District should be delivered to the District upon conveyance of an easement, where applicable.

FOR USE IN EXECUTION OF CONSENT OF MORTGAGEE/LIENHOLDER

1. Fill in exact name(s) of party executing, exactly as on original mortgage, i.e., full corporate name, both husband and wife.
2. Name of parties of mortgage.
3. Date of mortgage.
4. Filing date of mortgage.
5. Book and page of mortgage.
6. Any modification agreements.
7. All parties of mortgagee. (Same as # 1)
8. All parties signature and/or corporate seals. Need two separate witnesses.
9. Acknowledgment - Fill in date of execution and all names and/or title. Notary's name, affix seal and expiration date of commission.
10. Cross out any inapplicable language in notary acknowledgment.

PLEASE CALL TO MAKE AN APPOINTMENT OR RETURN COMPLETED PACKAGE TO:

ST. LUCIE COUNTY UTILITIES
2300 Virginia Avenue
Fort Pierce, FL 34982
(772) 462-1150

Prepared by and Return to
St. Lucie County
Attn: County Attorney
2300 Virginia Avenue
Fort Pierce, FL 34982

EXHIBIT "E"

**STANDARD POTABLE WATER AND WASTEWATER
DEVELOPMENT AGREEMENT (SDA)**

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between St. Lucie County Water and Wastewater Utility District, hereinafter referred to as "Utility", and _____ [ADD ENTITY DATA], hereinafter referred to as "Property Owner".

WITNESSETH

WHEREAS, the Property Owner owns property located in St. Lucie County, Florida, and as more fully described in **Exhibit "A"**, attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner has or is about to develop the Property by erecting thereon residential or non-residential improvements and desires to secure the provision of utility service to the Property; and

WHEREAS, in the interest of public health and to encourage the use of central water and wastewater facilities, Utility desires to enter into this Agreement; and

WHEREAS, Property Owner acknowledges that execution of this Agreement by Utility does not confer nor grant any land use or zoning approvals for the Property, nor does it assure or guarantee Property Owner that Property Owner has or will be able to obtain land use or zoning approvals for or be able to construct on the Property the number of ERC's for which Property Owner has voluntarily elected to reserve utility capacity under this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "USP" - the Utility Service Policy for water, wastewater and reclaimed water service by the Utility, as may be amended from time to time, which is incorporated herein by reference;

- (b) "UEP" – the Utility Extension Policy for water, wastewater and reclaimed water service by Utility, as may be amended from time to time, which is incorporated herein by reference.
 - (c) "UCR" – the Utility Connection Regulations for water, wastewater and reclaimed water service, as may be amended from time to time, which is incorporated herein by reference.
 - (d) "UPAP" – the Utility Extension Policy, Utility Service Policy, Utility Connection Regulations and other policies and procedures adopted by the St. Lucie County (Utility), as may be amended from time to time, which is incorporated herein by reference.
 - (e) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to collect wastewater from the Property;
 - (f) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of the Property Owner as further defined in the UPAP;
 - (g) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
 - (h) "Service Initiation" - the date a potable water meter is set or a wastewater connection is made for a customer;
 - (i) "Guaranteed Revenue Fee" or "Guaranteed Revenues" - the mandatory fee paid by all customers designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use.
 - (j) "Total Accrued Amount (TAA)" - A TAA represents accrued Guaranteed Revenue Fees payable fifty percent (50%) at the time of execution of this Agreement for all ERC's reserved, and payable fifty percent (50%) for each ERC upon Service Initiation.
 - (k) "Standard Development Renewal Agreement (SDRA)" – an agreement between Utility and the Property Owner extending the capacity reservation for unused ERCs in a Standard Development Agreement for an additional five (5) years.
3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility reasonably requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its

potable water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner or the successor owner(s), as applicable, shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner or the successor owner(s), as applicable, shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner or the successor owner(s), as applicable, shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove or replace any of its facilities located under, over or upon an easement, Property Owner or the successor owner(s) of the portion of the Property affected shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's or the successor(s), as applicable, sole cost and expense. If Property Owner or the successor(s), as applicable, fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner or the successor(s), as applicable, shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all potable water, wastewater and reclaimed water services to the Property described in **Exhibit "A"**. All occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their potable water and wastewater service from the aforesaid Utility and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the Property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water, wastewater and reclaimed water service from any source other than that provided by Utility. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree that Utility may require them to purchase and use a volume of reclaimed water equal to the volume of wastewater discharged from the Property on an equivalent average basis as determined by the Utility.

Any water well or water source used solely to supplement irrigation water supply for the Property is excluded from this restriction except to the extent the Property is required to utilize reclaimed water equal to the volume of wastewater discharged from the Property.

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with potable water,

wastewater and reclaimed water facilities and services, the Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and to place the same of record in the Public Records of St. Lucie County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Property Owner, and subject to completion of the water, wastewater and reclaimed water facilities necessary to serve the Property, Utility covenants and agrees that it will allow the connection of the potable water distribution, wastewater collection, and reclaimed water distribution facilities installed by Property Owner to the potable water, wastewater and reclaimed water facilities of Utility in accordance with the terms and intent of this Agreement and the UPAP. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the utility operations of Utility. Property Owner shall connect the Property to the Utility reclaimed water distribution system in accordance with the reclaimed water requirements set forth in the UPAP.
5. Property Owner is required to pay the TAA in order to support investment in utility facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents as provided in the UPAP.
6. Upon receipt of payment of the Connection Fees and the TAA due upon execution of this Agreement, Utility agrees to initiate the provision of water and wastewater utility service for _____ ERC's for Property Owner for a term of five (5) years, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees.
7. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site potable water distribution, on-site wastewater collection, and onsite reclaimed water distribution systems up to Property Owners reclaimed water storage facilities (not including on-site water reclaimed water distribution facilities on the consumer side of the discharge to the reclaimed water storage facilities) referred to herein and such off-site systems as necessary to connect Property Owner's on-site systems to Utility's master planned facilities (all such on-site and off-site facilities referred to in this paragraph collectively as "Property Owner Facilities." Upon acceptance of said Property Owner Facilities, Utility hereby agrees to accept ownership of the Property Owner Facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the Property Owner Facilities. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the Property Owner Facilities as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection.

The Property Owner shall also be required to pay the fees on **Exhibit B** to this Agreement.

During the construction of the potable water distribution, wastewater collection and reclaimed water distribution systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve the Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution, wastewater collection and reclaimed water distribution systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility by Bill of Sale in a form provided in the UEP the complete on-site and off-site potable water distribution and wastewater collection system as constructed by Property Owner and approved by Utility, along with documentation of Property Owner's costs of construction and Property Owner's No Lien Affidavit, in form provided in the UEP. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which potable water, wastewater and reclaimed water lines are installed by a recordable document in a form supplied by Utility. All conveyance of non-platted easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$50,000.00 for a Utility-owned wastewater lift station (if not constructed within an existing utility easement).

Said title policy shall confirm the Grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such is approved by Utility. Utility's acceptance of the potable water distribution and wastewater collection system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution, wastewater collection and reclaimed water facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution, wastewater collection and reclaimed water system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or

future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

8. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder in the form as provided in the UEP. A Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that either there is no mortgage or lien on the property or any mortgage or lien holder has properly executed a Consent and Joinder of Mortgagee/Lienholder. The title policy or letter must be issued within thirty (30) days of submittal of the SDA.
9. Property Owner agrees with Utility that all potable water, wastewater and reclaimed water facilities conveyed to Utility for use in connection with providing potable water, wastewater and reclaimed water service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water, wastewater and reclaimed water services to the Property and to the occupants of each residence or building constructed thereon.
10. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify and enforce rules, regulations and fees covering the provision of potable water and wastewater service to the Property. Such rules, regulations and fees are subject to the approval of Utility. Such rules, regulations and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service by Utility. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities.
11. Property Owner or its assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of the Property Owner or its assignee or other than Utility.
12. The sale, conveyance, transfer or assignment of this Agreement by the Property Owner shall only be performed in accordance with the provisions of UPAP.
13. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Property Owner shall be mailed or delivered to Property Owner at:

With a copy to:

and if to Utility, shall be mailed to Utility at:

St. Lucie County Utilities Director
2300 Virginia Ave., Annex
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 34982

14. The rights, privileges, obligations and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the potable water and wastewater facilities and services to any phased area and to the Property as a whole.
15. Unless Property Owner is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between the Property Owner and Utility. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in St. Lucie County, Florida.
16. Special Conditions:
 - a. Best Efforts. Utility shall use its best efforts to provide water and wastewater capacity for the Property by _____, 200_, in accordance with Property Owner's development time schedule. Property Owner acknowledges that due to environmental permitting, securing of plant and line siting rights, public procurement processes and construction schedules, the timing of provision of capacity to the Property is an estimate only and cannot be guaranteed by Utility. Property Owner represents to Utility that Property Owner is not relying upon the estimate of time set forth above, and that Utility shall not be responsible for any damages, whether direct, indirect or consequential, incurred as a result of, arising out of or related to Utility's inability to provide capacity to the Property in accordance with Property Owner's development time schedule.
 - b. Property Owner acknowledges that Utility is in the process of developing a new UPAP, and that Property Owner shall be subject to the new UPAP when finally adopted by St. Lucie County.

c. (i) As a substitute for Property Owner's payment of Connection Fees and the TAA due upon execution of this Agreement, Property Owner may request Utility to levy against the Property a voluntary capital project assessment ("Capital Project Assessment") as defined in Section 197.3632, Florida Statutes, as amended from time to time ("Assessment Statute") for the purpose of constructing utility infrastructure necessary to provide utility service to the Property, to be levied by Utility against the Property upon execution of this Agreement. This request must be submitted by Property Owner to Utility upon execution of the Agreement by Property Owner, absent which Property Owner shall be deemed to have waived the request and agreed to make payment upon acceptance and execution of this Agreement by Utility. The total Capital Project Assessment amount to be levied shall initially equal \$_____ ("Estimated Assessment Amount"). The Estimated Assessment Amount includes the costs to be incurred by Utility to create and administer the Capital Project Assessment program and secure project finance (the "Assessment Administrative Costs"). Property Owner acknowledges and agrees that the Capital Project Assessment provides a special benefit to the Property, and that the value of such special benefit exceeds the amount of the Estimated Assessment Amount.

(ii) Property Owner acknowledges that Utility intends to utilize the uniform method of collecting the Capital Project Assessment as provided in the Assessment Statute ("Uniform Method") and that failure to pay the Capital Project Assessment will cause a tax certificate to be issued against the Property which may result in a loss of title. Property Owner understands that it has the right to notice of a public hearing on the Capital Project Assessment, the right appear at a hearing before the County Commission and to file written objections, and other notice and due process rights as a property owner prior to final levy and adoption of a Capital Project Assessment, as provided by the Assessment Statute ("Assessment Rights"). Property Owner knowingly, and with full knowledge of such rights, and after consultation with legal counsel, waives such Assessment Rights, provided, however, Property Owner retains all rights as a property owner provided in Chapter 197, Florida Statutes, with respect to the payment and collection of a Capital Project Assessment. Utility retains the right to collect the Capital Project Assessment by means other than the Uniform Method. Property Owner further acknowledges and agrees that Utility may record a Capital Project Assessment lien against the Property.

(iii) The Capital Project Assessment and Utility's obligation to construct or have constructed the utility infrastructure needed to provide utility service to Developer's Property is conditioned upon the ability of Utility to borrow the Estimated Assessment Amount in a non-recourse financing secured solely by the Capital Project Assessment with no other pledge of security by Utility, with an interest rate, payment terms, and other conditions satisfactory to a lender ("Lender") and Utility (the "Assessment Financing").

(iv) In the event that Utility is not able to secure and close an Assessment Financing within sixty (60) days of execution of this Agreement, then Utility shall not levy the Capital Project Assessment and Property Owner shall have the option of paying Utility the Estimated Assessment Amount as a condition to Utility constructing the required utility infrastructure and providing utility service to the Property or delaying the provision of utility service to the Property until funding for the utility infrastructure has been obtained. Utility's best efforts estimate of the time required to construct the utility infrastructure and provide utility service to the Property as set forth in subsection a. above, shall be extended by such additional time that it may take for Property Owner to pay the Estimated Assessment Amount to Utility.

(d) (i) As a substitute for Property Owner's cash payment of Connection Fees and TAA due upon execution of this Agreement, Property Owner may enter into the following term cash payment program by delivering Utility written notice of such election upon execution of this Agreement by Property Owner.

(ii) Property Owner has provided Utility the schedule set forth below of its best estimate of the number of ERC's that it anticipates will be constructed on the Property and the timing for their connection to the Utility System. Utility has structured a financing of the construction of its Utility facilities necessary to provide service to the Property based upon the receipt of the required Connection Fees, TAA and financing charges when these ERC's connect to the Utility System. To guarantee to Utility that the ERC's set forth on the schedule below meet the connection schedule and that Property Owner makes payment to Utility of the required Connection Fees, TAA and financing charges Property Owner hereby agrees to provide Utility a backup funding source in the event that the minimum number of connections of ERC's to Utility's facilities per quarter (Minimum Quarterly Requirement) set forth in the schedule below and the payment of Connection Fees, TAA and financing charges for such ERC's do not occur:

Minimum Number of ERC's	Amount of Connection Fees and TAA and Financing Costs Due	Date by Which Connection Required
Total ERC's		Total Amount

Any connections made to the Utility System shall be credited towards the Minimum Quarterly Requirements. Any connections made to the Utility System in excess of a given Minimum Quarterly Requirement shall be carried over and applied to the next Minimum Quarterly Requirement.

In the event that Utility reasonably determines that a given Minimum Quarterly Requirement will not be met by the Date of Required Connection, Utility shall provide Property Owner with written notice of the ERC shortfall anticipated (an "ERC Shortfall"). Upon receipt of the written notice, Property Owner shall pay Utility Connection Fees and TAA for the number of ERC's in the ERC Shortfall written notice (a "Shortfall Payment"). Shortfall Payments shall be payable by Property Owner to Utility on or before the Date of Required Connection for the given Minimum Quarterly Requirement.

To secure the payment of Shortfall Payments above, upon execution of this Agreement by Utility, Property Owner shall deliver to Utility, a Letter of Credit in the aggregate amount of _____ Dollars and _____ Cents (\$_____). "Letter of Credit" means an irrevocable standby letter of credit in form and substance satisfactory to Utility, that is delivered to and issued for the benefit of Utility by a United States financial institution acceptable to Utility to secure the obligations of Property Owner under this Section 16(d), and that provides for indefinite annual automatic renewals, unless Utility receives written notice from the issuer of the Letter of Credit no less than sixty (60) days prior to the Letter of Credit's then applicable expiration date of issuer's election not to renew the Letter of Credit. Property Owner, Utility and the issuer may, from time to time, agree to cancel the letter of credit, provided that another United States financial institution acceptable to Utility is irrevocably committed to issue another irrevocable standby letter of credit in form and

substance satisfactory to Utility in its sole and absolute discretion or some other form of credit enhancement (“Credit Enhancement”) is delivered to Utility. Notwithstanding anything in this Section 16(d) to the contrary, Utility may draw fully on any Letter of Credit on its expiration date unless such Letter of Credit has been extended or replaced by another Credit Enhancement as set forth above. The Letters of Credit, and any subsequent Credit Enhancements securing the obligations of Property Owner to Utility shall at all times be in an amount greater than or equal to the outstanding Connection Fees and TAA owed by Property Owner to Utility under this Agreement.

In the event that Property Owner does not make a Shortfall Payment as required above on or before the Date of Required Connection, then the Utility, or Utility’s trust designee, is authorized, without notice, to draw on the Letter of Credit or substitute Credit Enhancement (a “Shortfall Withdrawal”), an amount equal to the Shortfall Payment.

Upon payment by Property Owner to Utility of a Minimum Monthly Requirement, Property Owner may, with the written acknowledgement of Utility that said payment was received, request the issuer of the Letter of Credit reduce the aggregate amount of the Letter of Credit by the amount of the payment of the Minimum Monthly Requirement acknowledged by Utility. Upon satisfaction by Property Owner of all of its Minimum Quarterly Requirements, Utility shall cancel and return the Letter of Credit to Property Owner.

(iii) Utility’s obligation to construct or have constructed the utility infrastructure needed to provide utility service to Property Owner’s Property is conditioned upon the ability of Utility to borrow the total amount of \$_____ in a non-recourse financing secured solely by Property Owner’s obligation under this Section 16(d) and Letter of Credit with no other pledge of security by Utility, with an interest rate, payment terms, and other conditions satisfactory to a lender (“Lender”) and Utility (the “LOC Financing”).

(iv) In the event that Utility is not able to secure and close an LOC Financing within sixty (60) days of execution of this Agreement, then Property Owner shall have the option of paying Utility the total amount of \$_____ as a condition to Utility constructing the required utility infrastructure and providing utility service to the Property, or delaying the provision of utility service to the Property until funding for the utility infrastructure has been obtained. Utility’s best efforts estimate of the time required to construct the utility infrastructure and provide utility service to the Property as set forth in Section 16(a) above, shall be extended by such additional time that it may take for Property Owner to pay the total amount of \$_____ to Utility.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Property Owner and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ST. LUCIE COUNTY, FLORIDA:

By: _____
County Administrator

Approved as to Form and Correctness:

County Attorney

WITNESSES:

PROPERTY OWNER:

Print Name:

By: _____

Print Name:

Its:

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

of Notary
Printed, or Stamped Name of _____ Notary
Notary Public
Serial Number _____
Signature
Typed,

JOINDER AND CONSENT OF MORTGAGEE

_____, being the holder of that certain mortgage dated the ____ day of _____, 20__, and recorded the ____ day of _____, 20__, in Official Record Book _____, at Page _____, of the Public Records of St. Lucie County, Florida, hereby consents and subordinates its mortgage to the utility easements contemplated in the forgoing Standard Potable Water and Wastewater Development Agreement.

WITNESSES:

MORTGAGE HOLDER:

By: _____
Title: _____
Print Name: _____

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, of _____, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

of Notary
Printed, or Stamped Name of _____ Notary
Notary Public
Serial Number _____
Signature
Typed,

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "F"

INSTRUCTIONS FOR STANDARD RECLAIMED WATER DEVELOPMENT AGREEMENTS

All of the following instructions must be accurately satisfied to allow the District to accept your Agreement for approval. The applicant does not have a service commitment until the Agreement is approved.

SUBMIT THREE (3) ORIGINAL REDLINES OF THE AGREEMENT, EACH WITH ORIGINAL SIGNATURES ONLY.

1. Leave the date blank. It will be filled in upon execution by the District.
2. The contracting party **MUST** be the owner of the property included in the SDA.

SIGNATURE PAGE

THIS IS THE MOST IMPORTANT PAGE. IT INDICATES THAT THE CONTRACTING PARTY AGREES WITH ALL THE PROVISIONS OF THE AGREEMENT.

1. Two different people must witness the Property Owner's signature.
2. If a corporation, please provide the full corporate name and state of incorporation, i.e., SUNSHINE STATE CORPORATION, a Florida corporation.
3. If a corporation, the President or Vice President signing on behalf of the corporation is preferred.
4. If the entity is a Partnership; **all** partners must sign unless the Partnership Agreement indicates otherwise.
5. When signing as an officer of the Partnership, please indicate your title after your name, i.e., Larry Snow, General Partner.
6. The Corporate Seal must also be affixed to the Agreement.
7. In completing the Notary acknowledgment, please make sure your title also appears after your name. If an individual, please strike through any inapplicable language in the acknowledgment. Please indicate if individual is personally known or has furnished identification.
8. Please make certain the Notary affixes their seal and indicates the expiration date of their Commission.
9. Provide a **COMPLETE** legal description of the property to be encumbered by the SDA as **Exhibit "A"**.

ADDITIONALLY, THE FOLLOWING DOCUMENTS MUST ALSO BE PROVIDED:

1. One (1) copy of the legal description and survey which must have been previously certified by a Registered Land Surveyor, in addition to the legal description required for **Exhibit "A"**.

2. For a Corporation, one copy of the following items is required:
 - (a) a corporate resolution authorizing the appropriate officer or agent to sign the SDA (one original).
 - (b) a corporate seal must be affixed near the authorized signature on the resolution, described above, as well as on the Agreement.
 - (c) a current officer listing from the Florida Secretary of State (one copy).
3. One (1) original of a properly executed mortgagee joinder and consent form or a letter from an attorney licensed to do business in Florida confirming clear title for any property without a mortgage or lien.
4. Partnership, joint venture, and/or trust agreements, as applicable (one copy).
5. The Mandatory Agreement Payment must accompany the Agreement.
6. A copy of the owners recorded warranty deed to the property.
7. A Title Policy for the benefit of the District should be delivered to the District upon conveyance of an easement, where applicable.

FOR USE IN EXECUTION OF CONSENT OF MORTGAGEE/LIENHOLDER

1. Fill in exact name(s) of party executing, exactly as on original mortgage, i.e., full corporate name, both husband and wife.
2. Name of parties of mortgage.
3. Date of mortgage.
4. Filing date of mortgage.
5. Book and page of mortgage.
6. Any modification agreements.
7. All parties of mortgagee. (Same as # 1)
8. All parties signature and/or corporate seals. Need two separate witnesses.
9. Acknowledgment - Fill in date of execution and all names and/or title. Notary's name, affix seal and expiration date of commission.
10. Cross out any inapplicable language in notary acknowledgment.

PLEASE CALL TO MAKE AN APPOINTMENT OR RETURN COMPLETED PACKAGE TO:

**ST. LUCIE COUNTY
 CONTRACT MANAGEMENT DIRECTOR
 2300 Virginia Avenue
 Fort Pierce, FL 34982
 (772) 462-1150**

Prepared by and Return to
St. Lucie County
Attn: County Attorney
2300 Virginia Avenue
Fort Pierce, FL 34982

EXHIBIT "G"

STANDARD RECLAIMED WATER DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between St. Lucie County Water and Wastewater Utility District, hereinafter referred to as "Utility", and _____, hereinafter referred to as "Property Owner".

WITNESSETH

WHEREAS, the Property Owner owns property located in St. Lucie County, Florida, and as more fully described in **Exhibit "A"**, attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner has or is about to develop the Property by erecting thereon residential or non-residential improvements; and

WHEREAS, Property Owner shall use only reclaimed water for irrigation purposes; and

WHEREAS, to encourage and facilitate conservation of water resources, the parties desires to enter into this Agreement; and

WHEREAS, Property Owner acknowledges that execution of this Agreement by Utility does not confer nor grant any land use or zoning approvals for the Property, nor does it assure or guarantee Property Owner that Property Owner has or will be able to obtain land use or zoning approvals for or be able to construct on the Property the number of ERC's for which Property Owner has voluntarily elected to reserve utility capacity under this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "USP" - the Utility Service Policy for water, wastewater and reclaimed water service by the Utility, as may be amended from time to time, which is incorporated herein by reference;
 - (b) "UEP" – the Utility Extension Policy for water, wastewater and reclaimed water service by Utility, as may be amended from time to time, which is incorporated herein by reference.
 - (c) "UCR" – the Utility Connection Regulations for water, wastewater and reclaimed water service, as may be amended from time to time, which is incorporated herein by reference.

- (d) "UPAP" – the Utility Extension Policy, Utility Service Policy, Utility Connection Regulations and other policies and procedures adopted by the St. Lucie County (Utility), as may be amended from time to time, which is incorporated herein by reference.
- (e) "Service" - the readiness and ability on the part of Utility to furnish reclaimed water to the Property;
- (f) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of the Property Owner as further defined in the UPAP;
- (g) "Service Initiation" - the date a reclaimed water meter is set for a customer;

3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the reclaimed water facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event the Utility determines that it is necessary to construct, maintain, repair, remove or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by the Utility.

Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the reclaimed water facilities; that in the event Utility is required or desires to install any of its reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installations; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all reclaimed water facilities and services to the Property described in **Exhibit "A"**. All occupants of any residential or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their reclaimed water service from the aforesaid Utility, and shall pay for same and shall abide by the terms and intent of this Agreement and the UPAP for as long as the aforesaid Utility provides such services to the Property. Further, all occupants of any

residential or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use reclaimed water service from any source other than that provided by Utility.

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with reclaimed water facilities and services, the Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and to place the same of record in the Public Records of St. Lucie County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Property Owner, Utility covenants and agrees that it will allow the connection of the reclaimed water facilities installed by Property Owner to the reclaimed water facilities of Utility in accordance with the terms and intent of this Agreement and the UPAP. Such connection and reclaimed water usage by the Property Owner shall be in accordance with rules and regulations of the Health Department, the Department of Environmental Protection and the UPAP. Utility does not guarantee that reclaimed water capacity will be available to Property Owner as and when requested by Property Owner.
5. Property Owner is required to pay Guaranteed Revenue Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP, a Total Accrued Amount ("TAA") per each ERIC for the requested capacity upon Service Initiation.

Upon receipt of the TAA, Utility agrees to reserve _____ ERIC's of reclaimed water system capacity for Property Owner for a term of five (5) years, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the TAA upon expiration.

Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida showing the on-site and off-site reclaimed water systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to the Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the reclaimed water system as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied to cover the cost of the plan review and inspection. The Property Owner shall be required to pay connection fees and installation fees as set forth in the UPAP for each connection.

During the construction of the reclaimed water system by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by the Utility shall in

no way relieve the Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Upon completion of said facilities, Utility hereby agrees to accept ownership of the reclaimed water facilities for operation and maintenance purposes. Property Owner also hereby covenants and agrees to design and/or modify his internal irrigation system, at his sole cost, to accept reclaimed water from the Utility, and to design and operate said system within the guidelines for reclaimed water as outlined in the then current UPAP.

6. Property Owner hereby agrees to transfer to Utility title to all reclaimed water distribution systems installed by Property Owner's contractor up to the point of service, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility in a form supplied by the Utility the complete on-site and off-site reclaimed water distribution system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which reclaimed water lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement). Said title policy shall confirm the Grantor's right to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easements granted by Property Owner may be used by other utilities as long as such use is approved by the Utility. Utility's acceptance of the reclaimed water system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easement or rights-of-way. All reclaimed water facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, and other fees as set forth in the UPAP at the then current rate.

The timely payment by Property Owner of all fees in accordance with the terms set forth herein, shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the reclaimed water facilities does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the reclaimed water facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by the Utility. A Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the property. The title policy or letter must be issued within thirty (30) days of submittal of the SDA..

8. Property Owner agrees with Utility that all reclaimed water facilities conveyed to Utility to use in connection with providing reclaimed water service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide reclaimed water service to the Property and to the occupants of each residence or building constructed thereon.

9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify and enforce rules, regulations and fees covering the provision of reclaimed water service to the Property. Such rules, regulations and fees are subject to the approval of the Utility. Such rules, regulations and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service by the District. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the reclaimed water service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.

10. Property Owner or his assignee shall not have the right to and shall not connect to the reclaimed water facilities of Utility until approval for such connection has been granted by the Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of the Property Owner or other than Utility. In addition, the Property Owner of his Assignee agrees to comply with all rules and regulations of the UPAP, HRS and DEP pertaining to the Reclaimed Water Irrigation Systems.

11. The sale, conveyance, transfer or assignment of this Agreement by the Property Owner shall only be performed in accordance with the provisions of UPAP.

12. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Property Owner shall be mailed or delivered to Property Owner at:

and if to the District, shall be mailed to the District at:

St. Lucie County District Utilities Director
 2300 Virginia Ave., Annex
 Fort Pierce, Florida 34982

13. The rights, privileges, obligations and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the reclaimed water facilities and services to any phased area and/or to the Property as a whole.

14. Unless Property Owner is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void all previous agreements or representations either verbal or written heretofore in effect between Property Owner and Utility made with respect to the matter

contained herein, and when duly executed, constitutes the entire agreement between the Property Owner and Utility. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in St. Lucie County, Florida.

15. Special Conditions:

IN WITNESS WHEREOF, Property Owner and Utility have executed or have caused this Agreement, with the named Exhibit attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement

WITNESSES:

ST. LUCIE COUNTY, FLORIDA:

By: _____
County Administrator

Approved as to Form and Correctness

County Attorney

WITNESSES:

PROPERTY OWNER:

By: _____
Signature

Title

Typed or Printed Name

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____ by _____, of a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Signature of Notary

Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

EXHIBIT "A"
LEGAL DESCRIPTION

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