

SCANNED



Fort Lauderdale  
Jacksonville  
Los Angeles  
Madison  
Miami  
New York  
Orlando  
Tallahassee  
Tampa  
Tysons Corner  
Washington, DC  
West Palm Beach

Suite 1200  
106 East College Avenue  
Tallahassee, FL 32301

www.akerman.com

850 224 9634 tel 850 222 0103 fax

October 26, 2007

**VIA HAND DELIVERY**

Ann Cole  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RECEIVED-FPSC  
07 OCT 26 PM 1:49  
COMMISSION  
CLERK

**Re: PSC Docket 070109-WS; In re: Application for amendment of Certificates 611-W and 527-S to extend water and wastewater service areas to include certain land in Charlotte County by Sun River Utilities, Inc. (f/k/a MSM Utilities, LLC).**

Dear Ms. Cole:

Enclosed for filing in the above-referenced docket is the original and fifteen (15) copies of the Notice of Filing of the Direct Testimony of Jeffrey L. Pearson, on behalf of Charlotte County, Florida.

Thank you for your assistance with this filing, and please do not hesitate to contact me with any questions or concerns.

Sincerely,

**AKERMAN SENTERFITT**

Todd D. Engelhardt

- CMP \_\_\_\_\_
- COM 3
- CTR 1
- ECR 1
- GCL 1
- OPC \_\_\_\_\_
- RCA \_\_\_\_\_
- SCR \_\_\_\_\_
- SGA \_\_\_\_\_
- SEC \_\_\_\_\_
- OTH \_\_\_\_\_

Enclosures

cc: Martin S. Friedman (by U.S. Mail)  
Ralph Jaeger (by hand delivery)  
Martha Young Burton (by U.S. Mail)

DOCUMENT NUMBER-DATE

09785 OCT 26 5

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

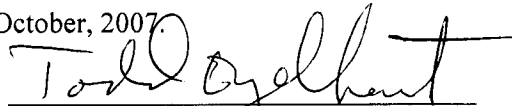
In Re: Application for amendment of  
Certificates 611-W and 527-S to extend  
water and wastewater service areas to  
include certain land in Charlotte County,  
Florida by Sun River Utilities, Inc. (f/k/a  
MSM Utilities, LLC)

Docket No. 070109-WS

**NOTICE OF FILING**

Applicant, Charlotte County, by and through its undersigned attorneys, hereby gives notice of filing in the above-referenced docket the Prefiled Direct Testimony of Jeffrey L. Pearson, on behalf of Charlotte County, Florida.

Respectfully submitted this 26<sup>th</sup> day of October, 2007.



Todd D. Engelhardt  
Florida Bar Number: 0013444

Harold A. McLean  
Florida Bar Number: 0193591

**AKERMAN SENTERFITT**  
106 East College Avenue, Suite 1200  
P. O. Box 1877  
Tallahassee, FL 32302-1877  
Phone: (850) 224-9634  
Fax: (850) 222-0103  
Attorneys for Charlotte County

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of Charlotte County's Notice of Filing has been furnished by U.S. Mail to the following on the 26th day of October, 2007:

Martin S. Friedman, Esq.  
Robert C. Brannan, Esq.  
Rose, Sundstrom & Bentley, LLP  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
Phone: 850-877-6555  
Fax: 850-656-4029  
Email: rbrannan@rsbattorneys.com

Ralph Jaeger, Esq.  
Office of General Counsel  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850



Todd D. Engelhardt  
DOCUMENT NUMBER-DATE

09785 OCT 26 07

FPSC-COMMISSION CLERK

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**DIRECT TESTIMONY OF JEFFREY L. PEARSON**  
**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**  
**ON BEHALF OF**  
**CHARLOTTE COUNTY, FLORIDA**  
**DOCKET NO. 070109-WS**

DOCUMENT NUMBER-DATE

**09785 OCT 26 8**

FPSC-COMMISSION CLERK

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. Jeffrey L. Pearson, Charlotte County Utilities, 25550 Harborview Rd., Suite 1, Port  
3 Charlotte, Florida 33980.

4 **Q. BY WHOM ARE YOU EMPLOYED AND WHAT POSITION DO YOU**  
5 **HOLD?**

6 A. I am employed by the Charlotte County Utilities (CCU) as the Utilities Director.

7 **Q. PLEASE DESCRIBE YOUR DUTIES AND RESPONSIBILITIES IN THAT**  
8 **POSITION.**

9 A. As the Director of the County's water and wastewater utilities operations, I oversee  
10 and supervise the construction, operation and maintenance of all water and  
11 wastewater facilities owned by Charlotte County. In this role, I supervise  
12 approximately 240 employees within the Department and am responsible for the  
13 development and management of an annual budget for capital improvements, as well  
14 as operations and maintenance of the utilities' systems.

15 **Q. PLEASE DESCRIBE YOUR EDUCATION AND PROFESSIONAL**  
16 **EXPERIENCE.**

17 A. I hold a Master of Science Degree in Management, a Bachelor of Arts Degree in  
18 Management of Human Resources, an Associate Degree in Applied Science in Legal  
19 Assistant, and an Associate Degree in Business Technology. I have four separate  
20 Class C Water Operator certifications in the following areas: Water Plant Operator,  
21 Wastewater Plant Operator, Water Laboratory Operator, and Wastewater Laboratory  
22 Operator certified by the Oklahoma Dept. of Environmental Quality (ODEQ). I have  
23 14 years experience with the City of Oklahoma City Water & Wastewater  
24 Department, including 5 years as a Unit Operations Manager II, and 3 years of  
25 experience with the City of Spencer Oklahoma Public Works Department as the

1 Public Works Director – Water, Wastewater, Parks, Stormwater and Street  
2 Departments. I have been employed by CCU for 1.5 years serving as the Engineering  
3 Services Manager, and currently as the Utilities Director.

4 **Q. DESCRIBE THE SERVICE PROVIDED BY THE CHARLOTTE COUNTY**  
5 **UTILITIES.**

6 A. CCU provides water, wastewater and reclaimed water service throughout the urban  
7 and suburban area as identified in Charlotte County’s most recent Comprehensive  
8 Plan Evaluation Appraisal Report (EAR) update. CCU maintains 190 miles of water  
9 transmission mains and 1,300 miles of water distribution pipes — almost 1,500 miles  
10 in total. Charlotte County owns and maintains more miles of water mains than  
11 Boston, Massachusetts (1,015 miles) or Pittsburgh, Pennsylvania (1,200 miles). CCU  
12 serves more than 55,000 commercial and residential water connections, 34,000  
13 wastewater connections and 12 bulk reclaimed water customers..

14 **Q. DESCRIBE THE WATER TREATMENT FACILITIES UTILIZED BY THE**  
15 **CCU TO PROVIDE SERVICE TO YOUR CUSTOMERS.**

16 A. CCU obtains approximately 95% of the water it provides to its customers from the  
17 Peace River Manasota Regional Water Supply Authority (PRMRWSA or Authority).  
18 The other 5% comes from the Burnt Store RO plant. The Authority supplies water to  
19 the county utilities in four adjacent counties including Charlotte, DeSoto, Manatee  
20 and Sarasota. Each county has a voting representative on the Governing Board.  
21 Operation of the Authority is governed by the Master Water Supply Agreement  
22 (MWSA), which was negotiated in 2005. CCU is the largest customer of the  
23 Authority, representing approximately 70% of the water produced by the facility.

1 The Authority is currently expanding its water treatment facility to 32.7 MGD and  
2 constructing a 6 billion gallon reservoir. This expansion will be online in late 2008  
3 and fully complete in 2009-2010.

4 **Q. DESCRIBE THE WASTEWATER TREATMENT FACILITIES OWNED OR**  
5 **UTILIZED BY THE CCU TO PROVIDE SERVICE TO YOUR CUSTOMERS.**

6 A. Charlotte County Utililties owns and operates 4 water reclamation facilities (WRF).  
7 The East Port WRF is currently permitted at 6.0 mgd with a planned expansion to 9.0  
8 mgd in 2012. The Rotonda WRF is currently permitted at .645 mgd and is currently  
9 under construction to expand the plant capacity to 2.0 mgd by 2009. The West Port  
10 WRF is currently permitted to treat 1.2 mgd and is at less than 50% of capacity. The  
11 next expansion of the West Port plant will not take place until 2014. The Burnt Store  
12 WRF is currently permitted at .500 mgd and is currently at 30% design to expand the  
13 facility to 2.5 mgd. The plant expansion will be completed by 2010.

14 **Q. WHAT IS CHARLOTTE COUNTY'S POLICY WITH REGARD TO**  
15 **EXTENSION OF WATER AND WASTEWATER SERVICE?**

16 A. The Charlotte County Board of County Commissioners (Board) recognizes the  
17 importance of providing for the expansion of adequate water and wastewater utility  
18 services in a timely and cost-effective manner. The provision of new potable water,  
19 reclaimed water and wastewater infrastructure requires a large investment in capital,  
20 both from the public sector and private developers of property. In addition to the  
21 costs associated with expanding water and wastewater services, the Board recognizes  
22 the necessity to plan and coordinate the growth of utility services with demand.

23 Charlotte County, as owner and operator of CCU, established the Uniform Extension  
24 Policy (UEP), which is designed to provide CCU and the community with a variety of  
25 tools and options for meeting the financial and planning challenges associated with

1 the expansion of potable water, reclaimed water and wastewater utility services. This  
2 policy sets forth the fees and charges applicable to those property owners, builders  
3 and/or developers seeking to obtain an extension of, or new connection to, CCU  
4 services. The UEP provides that each prospective customer of CCU services shall be  
5 responsible for the cost, allocable to that customer, of water production and treatment;  
6 wastewater treatment and disposal; water storage and distribution; and wastewater  
7 collection facilities necessary to provide the required service to the property. The  
8 UEP is attached as Exhibit No. JLP-1.

9 The general process for extending utility service is also defined in the UEP, along  
10 with alternative options to provide for the ongoing extension of utility infrastructure  
11 by allowing for various cooperative agreements with property developers. In  
12 addition, this policy sets forth the non-monetary obligations of the service applicant  
13 that are necessary to extend utility service to new customers, including items such as  
14 engineering design information and provisions for easements and rights-of-way. The  
15 UEP was recently revamped via an "Ad-Hoc" Committee. This process was made  
16 possible with input from developers, local land-use attorneys and private engineering  
17 firms. The UEP provides for a 10 year reimbursement for the oversized portion of  
18 any new developer-funded facilities.

19 **Q. ARE YOU FAMILIAR WITH THE AREA THAT IS THE SUBJECT**  
20 **MATTER OF THE SUN RIVER APPLICATION FOR AMENDMENT TO**  
21 **THEIR SERVICE TERRITORY?**

22 A. Yes, the subject property is being used primarily for agricultural use.

23 **Q. AS THE UTILITIES DIRECTOR OF CCU, HAVE YOU BEEN CONTACTED**  
24 **BY ANY OF THE LAND OWNERS OR DEVELOPERS TO DISCUSS THE**

1           **NEED FOR WATER OR WASTEWATER SERVICE WITHIN THE SUN**  
2           **RIVER PROPOSED TERRITORY?**

3    A.    No. I have not been contacted by any land owners or developers requesting water or  
4           wastewater service within the territory requested by Sun River Utilities. Normally, a  
5           developer would ask CCU to issue an "Availability Letter" which is a non-binding  
6           statement whether CCU believes it can serve the area sought to be developed. The  
7           developer then takes that letter to the Development Review Committee, which is  
8           discussed in Jeff Ruggieri's testimony. No one has requested any "Availability  
9           Letters."

10   **Q.    WHERE IS THIS TERRITORY IN RELATION TO THE EXISTING**  
11   **SERVICE AREA OF THE CCU'S WATER AND WASTEWATER SYSTEMS?**

12   A.    The subject territory lies outside the Urban Service Area but within CCU's water and  
13           sewer service area. It is about 4 miles as the crow flies from our existing water and  
14           sewer system infrastructure.

15   **Q.    DOES THE CCU HAVE PLANS TO PROVIDE WATER AND**  
16   **WASTEWATER SERVICE IN THAT TERRITORY?**

17   A.    Not at this time. The subject territory is outside the Urban Service Area; contrary to  
18           the most recent updates to the County's comprehensive plan, as discussed in the  
19           testimony of Jeffrey Ruggieri; the land use designation is not one that would warrant  
20           utility service; and there have been no requests for service in the area.

21   **Q.    DO YOU BELIEVE THERE IS A NEED FOR SERVICE IN THE SUN RIVER**  
22   **PROPOSED TERRITORY?**

23   A.    No. No one has ever contacted CCU for any extension of services into that area. If a  
24           landowner or developer was seeking water or wastewater services, it seems pretty  
25           obvious that the first thing they would do is contact the area provider of such services.



1 The UEP has procedures to follow for extending water and wastewater services to  
2 areas not previously being serviced. These are outlined specifically in Sections 6.2,  
3 6.2.1, 6.2.2, and 6.2.3. Informally, those seeking services generally contact CCU to  
4 discuss their options and plan accordingly prior to following the formal UEP steps.  
5 This is a process that the local developers are more than aware of, and have utilized in  
6 the past. As no one has ever come to CCU to ask for any extension of service into  
7 this area, there is no need to provide them utility service at this time.

8 **Q. REALIZING THAT YOU BELIEVE IT IS PREMATURE TO SERVE THE**  
9 **SUN RIVER PROPOSED TERRITORY AT THIS TIME, HAVE YOU GIVEN**  
10 **ANY THOUGHT TO HOW THE CCU WOULD PROVIDE WATER AND**  
11 **WASTEWATER SERVICE TO THIS TERRITORY AT SOME POINT IN**  
12 **THE FUTURE?**

13 A. In answering this question, it is important to reiterate that I believe it is premature to  
14 make specific plans for serving the territory since the area is outside of the County's  
15 urban service area and, thus, in violation of the comprehensive plan, and we have not  
16 had any contact from land owners or developers regarding the provision of service.  
17 Therefore, we have no information concerning the capacity requirements or other  
18 specific needs of potential customers. However, at the right time we would provide  
19 water service through an agreement with the Peace River Manasota Regional Water  
20 Supply Authority, which has a 20-inch pipeline on the border of Desoto and Charlotte  
21 County about 2,000 to 3,000 feet from the edge of the property lines. At this point,  
22 we have not engaged in discussions with the Authority since we believe it is  
23 premature. Given that we are the largest of four members of the Authority, we are  
24 confident that a bulk agreement could be worked out to provide water service to the  
25 area.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

With regard to wastewater service, we have had initial discussions with the City of Punta Gorda, which has facilities approximately 4 miles from the property. We envision that we would provide this service through a bulk service agreement with the City, and the developer or land owner would fund the construction of the wastewater collection line and lift stations in accordance with the County's UEP, which is discussed earlier in my testimony.

**Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

A. Yes, it does.

**CHARLOTTE COUNTY UTILITIES  
CHARLOTTE COUNTY, FLORIDA**

**UNIFORM EXTENSION POLICY**

**Revised: January 2007**

**EFFECTIVE DATE: February 1, 2007**

**CHARLOTTE COUNTY  
UNIFORM EXTENSION POLICY**

| <i>Table of Major Headings</i>   | <i>Page</i> |
|--|-------------|
| 1.0 INTENT.....  | 1           |
| 2.0 AVAILABILITY.....  | 3           |
| 3.0 AUTHORITY.....   | 4           |
| 4.0 DEFINITIONS.....   | 4           |
| 5.0 ASSOCIATED SERVICE FEES.....   | 5           |
| 6.0 EXTENSION OF THE WATER DISTRIBUTION AND WASTEWATER<br>COLLECTION SYSTEM..... | 12          |
| 7.0 UTILITY SERVICE APPLICATION, REVIEW, AND APPROVAL PROCESS.....               | 15          |
| 8.0 OBLIGATIONS OF DEVELOPER AND ENGINEERING REQUIREMENTS.....                   | 16          |
| 9.0 CONTINGENCIES.....   | 18          |
| 10.0 ADDITIONAL LEGAL PROVISIONS.....  | 21          |

**1.0 INTENT.**

**1.1 Purpose of the Uniform Extension Policy**

Charlotte County ("County"), as owner and operator of Charlotte County Utilities ("CCU"), hereby establishes this Uniform Extension Policy, designed to set forth the service and financial relationship between CCU and property owners, builders and/or developers seeking to obtain potable water, reclaimed water or wastewater service for the benefit of their property(ies). County declares that each prospective customer of CCU services shall be responsible for the cost, allocable to that customer, of water production and treatment; wastewater treatment and disposal; water storage and distribution; and wastewater collection facilities necessary to provide the required service to that customer's property.

The Board of County Commissioners ("Board") recognizes the importance of providing for the expansion of adequate water and wastewater utility services in a timely and cost-effective manner. The provision of new potable water, reclaimed water and wastewater infrastructure requires a large investment in capital, both from the public sector and private developers of property. In addition to the costs associated with expanding water and wastewater services, the Board recognizes the necessity to plan and coordinate the growth of utility services with demand. It is the intent of this Uniform Extension Policy to provide CCU and the community with a variety of tools and options

for meeting the financial and planning challenges associated with the expansion of potable water, reclaimed water and wastewater utility services.

This policy sets forth the fees and charges applicable to those property owners, builders and/or developers seeking to obtain an extension of, or new connection to, CCU services, which are established to recover the costs of providing such services to new customers. The general process for extending utility service is also defined in this policy, along with alternative options to provide for the ongoing extension of utility infrastructure by allowing for various cooperative agreements with property developers. In addition, this policy sets forth the non-monetary obligations of the service applicant that are necessary to extend utility service to new customers, including items such as engineering design information and provisions for easements and rights-of-way.

### **1.2 Goals of the Uniform Extension Policy**

In accordance with existing federal, State and County laws and policies, the Uniform Extension Policy has the following primary goals:

**1.2.1 Establish applicable fees:** The Uniform Extension Policy sets forth the fees necessary to recover the costs of providing services to new CCU customers, as well as to reserve capacity from water and/or wastewater treatment facilities that are in existence, under construction or under active design for near term construction. County intends that fees shall be allocated on a pro rata basis, with a well-defined process of allocating costs among CCU customers. Included in the costs of providing utility services to new customers are those fixed and non-variable costs of producing and delivering, or receiving, treating and disposing of the product of the CCU systems. This includes expenses, such as interest cost or its equivalent, attributable to the capital cost of reserved facilities, and fixed cost of operating and maintaining the water production and wastewater treatment facilities. All fees established and defined by the Uniform Extension Policy are described in the section entitled “Associated Service Fees,” which provides a more detailed explanation of the fees and their purpose.

**1.2.2 Establish a uniform method of determining the value of “Contributed Capital”:** A goal of this Uniform Extension Policy is to establish a uniform method of determining the value of all “Contributed Capital” that prospective customers will be required to contribute to CCU as a term of service. This uniform method of valuation shall be demonstrably non-discriminatory, and shall further be applied uniformly to all customers and prospective customers within the present or expanded future service area.

**1.2.3 Balance the financial requirements of the system equitably and properly between existing customers and prospective customers seeking future service:** It is the County’s intention that the fees and charges provided for herein be established from time to time by resolution, so as to balance the financial requirements of the system equitably and properly between the existing customers of CCU services and those prospective customers seeking future service. It is the County’s policy that prospective future customers shall be required to pay the costs properly attributable to

them under generally accepted practices for allocating the cost of service in a utility system. The policy and goal of County is that connection charges paid by such prospective customers are not to be used for the operation and maintenance of that portion of the utility system utilized by existing customers but, rather, should be limited in their use to the provision of new plant facilities, properly sized and allocated to each future customer or for debt service, or other capital expenditures allocable to such plant facilities constructed for future customers.

**1.2.4 Define a process for extending the water distribution and wastewater collection systems, along with alternative options:** Recognizing the importance of extending utility services in a timely and cost-effective manner, this Uniform Extension Policy is intended to clarify the process for extending the potable water and reclaimed water distribution and wastewater collection systems; including the master potable water transmission system, master reclaimed water transmission system, master wastewater collection system, and all associated transmission and collection mains and oversized “onsite” infrastructure that may be provided by developers. An additional goal of this policy is to provide alternative options for organizing and financing the extension of water and wastewater utility services, to be used at the discretion of the Director and County Administrator when the standard approach is recognized by County to be incapable of meeting the community’s needs in a timely and/or cost-effective manner.

**1.2.5 Define an efficient and effective service application process:** In the interest of providing the best possible service to CCU customers, an additional goal of this policy is to provide an efficient and effective service application, review, and approval process. The Uniform Extension Policy is intended to clarify the process for submitting service applications so that all parties involved have a clear understanding of the information required to apply for service, the responsibilities of all parties, and the intended purpose of all fees and charges.

## **2.0 AVAILABILITY.**

The provision of service under this Uniform Extension Policy is available to prospective and existing CCU customers throughout the service area of County, subject only to matters of economic feasibility. County reserves the right to determine the economic feasibility of extending utility infrastructure. The evaluation of economic feasibility will be based upon, among other relevant factors, the determination of whether adequate revenue to support County’s capital investments or future investments required in conjunction with any proposed extension will be generated by the additional customers expected to connect to the system.

For instances in which the initial evaluation has demonstrated that the extension of utility service to new areas is not economically feasible, County shall consider alternative options including, but not limited to, those options provided for in this Uniform Extension Policy.

### **3.0 AUTHORITY.**

In the adoption of this Uniform Extension Policy, the Board is exercising its governmental authority pursuant to Article VIII, Section 1(g) of the Florida Constitution and F.S. Chapters 125 and 153, as amended. The aforementioned provisions authorize Charlotte County to carry on county government and to facilitate the adequate and efficient provision of water and wastewater services.

### **4.0 DEFINITIONS.**

- (a) Accrued Guaranteed Revenue Fees (AGRF): “Accrued Guaranteed Revenue Fees” are those fees collected by County for the repayment of the carrying costs of facilities built or acquired in excess of those needed to serve current customers and held for future use by future customers.
- (b) Board: The Board of County Commissioners of Charlotte County, Florida.
- (c) Capital Improvement Plan (CIP): A five-year plan approved by the Board through which CCU identifies projects that require capital expenditures.
- (d) Contributed Capital: The value of water distribution and wastewater collection systems installed by Developers and contributed to CCU.
- (e) Connection Fees: “Connection Fees” are the fees levied upon each Developer to recover the costs of expanding the capacity of CCU for the express purpose of serving the property(ies) of said Developer. Connection Fees may be used for the purpose of paying or reimbursing the equitable share of the capital cost relating to such acquisition, construction, expansion or equipping of excess and unused capacity of CCU, or expansion thereof in order to serve new users of CCU facilities. Connection Fees are not allocated to the operation and maintenance of those existing facilities that are used to serve current customers. Connection Fees, also known as system development charges, are those capital charges required by County to allocate to each Developer its fair share of the capital cost of water and wastewater treatment facilities, and/or master water distribution and wastewater collection facilities, based on the amount of capacity required by the property(ies) of each Developer.
- (f) County: Charlotte County, a political subdivision of the State of Florida. As used in this Uniform Extension Policy, the terms “County” and “CCU” may be interchangeable.
- (g) County Administrator: The chief administrative officer of County or authorized designee.

- (h) Developer: Any person or entity seeking to secure potable water, reclaimed water, or wastewater services for property(ies) within County's service area for the benefit of itself or prospective future customers of such service, including a lot owner.
- (i) Director: The Director of Charlotte County Utilities or authorized designee.
- (j) Engineer of Record: The "project engineer," a registered professional engineer of record, responsible for: 1) the preparation of plans, specifications and other related design documents for the potable water, non-potable irrigation water and/or wastewater systems being constructed within Charlotte County; and 2) certifying the project, including all costs, upon completion.
- (k) Equivalent Residential Connection (ERC): A measure used to compare the demand for water and wastewater utility services from varying types of residential and non-residential properties. One ERC is defined to be equal to the expected service demand of one average residential property, which is found in the latest Rate Resolution and is currently established to be equivalent to 225 gallons of potable water per day and 190 gallons of wastewater per day.
- (l) Meter Fees: The charge imposed by CCU to recover the costs associated with water meters, which may include any combination of: the cost of water meter devices, valve, box and appurtenances; inspection of meter installation if installation was not performed by CCU; the installation of meter facilities, installed at the request of Developer or where determined by the CCU Director or authorized designee to be required.
- (m) Reserved Capacity: The specific allocation of water or wastewater capacity reserved by County for the benefit of a Developer as evidenced by a Utility Agreement and supported by the payment of Connection Fees in accordance with this Uniform Extension Policy.
- (n) Utility Agreement: A written agreement setting forth in detail the terms and conditions under which CCU will render service to a Developer's property, and setting forth the obligations and requirements of each party to the agreement.

## 5.0 ASSOCIATED SERVICE FEES.

This Uniform Extension Policy establishes and defines fees necessary to recover the costs of providing extended utility services, as well as the costs of reserving additional utility capacity for future customers. A variety of fees are established herein in



an effort to equitably allocate costs uniformly among CCU customers, and each of the fees set forth by this policy is allocated to a specific CCU cost.

### **5.1 Contributed Capital**

County requires each Developer applying for extended utility service to provide "Contributed Capital" through the installation of water distribution and wastewater collection facilities. Title to such facilities shall be transferred to County, and the aggregate value of such Contributed Capital shall be computed and certified by the Engineer of Record. Calculation of the value of Contributed Capital should not include those "customer's lines" and "plumber's lines" that remain the property and responsibility of Developer (see section 7.1 for details). CCU will rely on the certified costs provided by the Engineer of Record in the calculation of "Contributed Capital." CCU reserves the right to dispute incorrect calculations regarding the dedicated portion of the utility infrastructure.

The Contributed Capital requirement is intended to recover the costs of those "onsite facilities" required to provide water and wastewater service, which may include those facilities required to distribute reclaimed water as required by County's most recent Reclaimed Water Ordinance. Each Developer shall be responsible for all costs associated with the design, installation, inspection and testing of onsite facilities. This may include the complete potable water distribution, reclaimed water distribution and wastewater collection systems located in the street or streets adjoining or within the boundaries of Developer's property.

The term "complete water distribution and wastewater collection system," as used herein, shall include all component parts of a water distribution system, including valves, fittings, laterals, hydrants and all appurtenances and/or onsite treatment facilities, as shown upon the approved design of water distribution system, and may also include those facilities and appurtenances required to provide reclaimed water as directed by County's most recent Reclaimed Water Ordinance. The wastewater collection system shall include all collection lines, manholes, force mains, lift or pumping stations, including the site for same, and all other necessary appurtenances and/or onsite treatment facilities as shown upon the approved design for the installation of such wastewater collection system.

If so requested by Developer, and taking into consideration the limited size of Developer's property for which service has been requested, County may investigate the desirability of having County design and install the potable water distribution, reclaimed water distribution and wastewater collection systems. In such event, County reserves the right to compute the estimated cost of such extension and to require Developer to pay such cost of construction in lieu of Developer's installation of the water distribution and wastewater collection system.

At the discretion of the Director, CCU may require the installation of oversized lines and/or facilities, which may or may not be located on a Developer's property. Such oversizing of lines and/or facilities is intended to economically expand system capacity

for future anticipated development, and oversized lines and/or facilities will be designed to provide service capacity for properties other than Developer's. For these instances, CCU and Developer will set forth the terms of the oversizing as part of the Utility Agreement, and any reimbursement of Developer for oversizing shall be in accordance with the terms set forth in the Utility Agreement and this Uniform Extension Policy.

## **5.2 Connection Fees**

County has established "Connection Fees" as a method of assessing the costs to Developer for its allocable fair share of CCU's master water transmission and master wastewater collection system, as well as the costs associated with CCU's water and wastewater treatment plant capacity.

**5.2.1 Offsite water distribution and wastewater collection system:** County declares that service to each Developer's property is dependent upon those main water transmission lines, wastewater collection lines, wastewater force mains and/or master pumping stations necessary to connect all Developers' properties with the central facilities of County, and that the aforementioned infrastructure is, or will be, adequate in size to provide the necessary and appropriate utility services to Developers' properties. These "offsite" facilities are generally defined as the master water distribution system and the master wastewater collection system. County shall create and periodically update its Water and Wastewater Master Plan identifying the master systems.

County further declares that the charge for Developer's share of the master distribution and collection facilities will be applicable to Developer's property, whether or not the main transmission lines, force mains and pumping stations have been previously constructed. The apportionment of the cost of the master distribution and collection system has been reduced to an ERC cost, and such costs have been included within the Connection Fees in accordance with the current Rate Resolution approved by the Board, as amended from time to time.

**5.2.2 Plant capacity charges:** County declares that it will require Developers to contribute to that portion of the cost of construction of water resources, treatment, storage and pumping, and wastewater treatment and effluent disposal corresponding to the demand expressed in gallons per average day exerted or to be exerted by Developer upon CCU water and wastewater plants. The allocable fair share cost to be borne by each ERC has been, and will continue to be, determined through an analysis of the cost of all plant facilities acquired, under construction or to be constructed in the future, compared with the anticipated demand of the service area at build-out, expressed in ERCs.

The cost of treatment plant facilities shall include such items as engineering, legal, accounting, financing costs, administrative, and general expenses associated with the planning or construction of facilities, the cost of obtaining regulatory permits, the cost of land and rights-of-way, if any, and such other costs normally associated with such capital programs. These plant capacity charges, together with Developer's allocable share

of "offsite" or master facilities, are a component part and are included within the Connection Fees.

**5.2.3 Connection Fees - when payable:** County acknowledges that, corresponding with the reservation of capacity to each Developer, the CCU system shall have in existence, under construction or under active design for near-term construction, treatment plant capacities equal to the amount called for in Developer's specific reservation, and in the aggregate for all Developer reservations, at any given time. Since capital investments will have been made, or are being made, on behalf of each Developer, Connection Fees for all capacity reserved are declared to be due in full at the time of the execution of the Utility Agreement. This payment may be made for the entire project or specific phases. However, capacity shall only be reserved for those projects or phases for which Connection Fees have been paid. County reserves the right to terminate a Utility Agreement if payment of fees due at the signing of said Utility Agreement is not made within sixty (60) days of the signing date on the agreement for whatever reason. Developer shall be responsible for re-initiating the capacity reservation application process in the event of such termination of Utility Agreement, including payment of any required application fees that are due.

In the event Developer elects to pay Connection Fees in phases, Developer shall pay Connection Fees in full for each phase prior to the commencement of utility construction at each phase. Furthermore, any Connection Fees paid for a phase after sixty (60) days from the signing of the Utility Agreement shall be subject to change, and the Connection Fee due shall be based upon the most recent Rate Resolution.

CCU requires Developer to enter into a Utility Agreement as a prerequisite for reserving system capacity. However, if Developer has not entered into a Utility Agreement with CCU for whatever reason, and consequently has not paid Connection Fees, then Connection Fees and all other applicable fees shall be due prior to application for a building permit or utility service.

In the event that said Developer's actual capacity utilization exceeds the capacity allocated to Developer in its Utility Agreement, as determined by the Director, then said Developer shall pay, on demand, Connection Fees for such excess capacity utilized, together with all other applicable fees as set forth herein, including AGRF.

**5.2.4 Uniform application of Connection Fees:** County declares that such Connection Fees shall be uniform among all Developers within the service area, notwithstanding provisions which may be contained in Utility Agreements not executed by CCU or the practices and procedures pertaining to Connection Fees as established by prior owners of County's utility services, or contained within agreements executed between Developers and prior owners of County's utility services.

County's requirement to apply Connection Fees uniformly to all Developers requires that existing Developer connections not in service on the effective date of this

Uniform Extension Policy may have their Connection Fees adjusted to the levels set forth by the current Rate Resolution, unless otherwise prohibited by law.

In the event that a Developer has not utilized capacity previously reserved by the payment of Connection Fees within a period of five (5) years following the signing of a Utility Agreement, County maintains that the Connection Fees defined in the most recent Rate Resolution shall be applicable to the unused reserved capacity (i.e., any reserved capacity that has not been previously used through the connection of real property to the CCU water distribution and/or wastewater collection system(s)), and that an additional payment to recover any difference between the latest Connection Fees and the previously paid Connection Fees may be required in order for Developer to maintain a claim to the unused reserved capacity. Additional requirements as set forth in section 9.2 of this Uniform Extension Policy may apply for reserved capacity that has not been used within a period of five (5) years following the signing of a Utility Agreement.

The Connection Fees declared to be in effect on the effective date of the resolution adopting this Uniform Extension Policy will continue in effect until lawfully changed by County, as provided in the current Rate Resolution. Additional provisions for the Connection Fees associated with various common categories of development are set forth below:

(a) Commercial Properties: All non-residential property devoted to industrial, business, educational or other categories not covered below (section 5.2.4 (b), (c)) shall be considered to be commercial uses. The Connection Fees to be paid to County for such proposed uses shall be based upon the residential equivalency of such proposed use. CCU will estimate the anticipated water consumption and wastewater production on a daily basis and shall divide such by the ERC use factors found in the latest Rate Resolution, and the larger of the two quotients shall be used to determine a residential equivalency. Such residential equivalency factor shall be multiplied by the Connection Fees then in effect for single-family residential use in order to determine the Connection Fees applicable to such proposed commercial use. The minimum Connection Fee for any commercial use shall be that of one equivalent residential connection.

(b) Common Facilities - Multifamily Complexes: All uses for water and/or wastewater service of a common nature for such purposes as washing, recreational facilities, clubhouses, meeting rooms or similar applications generally found in connection with the construction of multifamily projects shall be considered in the same manner as commercial installations, and the Connection Fees applicable thereto shall be computed in accordance with the commercial category set forth herein.

(c) Irrigation Uses: Water connections for the purpose of irrigating common areas (not applicable to single-family house lots) shall have their Connection Fees computed based upon the number of gallons of potable water required to provide one (1) inch of irrigation per week for the number of irrigable acres

on the property in question. The equivalent daily usage of potable water for irrigation shall then be divided by the ERC use factor found in the latest Rate Resolution to determine the number of ERCs associated with irrigation of common areas. Since irrigation water does not include corresponding wastewater service, the residential equivalency shall be multiplied by the fee applicable to potable water per ERC instead of the fee applicable for the water and wastewater to single-family residences.

### **5.3 Accrued Guaranteed Revenue Fees**

Payment of Accrued Guaranteed Revenue Fees (AGRF) is a requirement for utility service. The amount of the AGRF shall be determined as set forth in the current adopted Rate Resolution, based in part upon the size of the proposed service requirement expressed in units of ERCs. AGRF shall be allocated by CCU to the repayment of the carrying costs of facilities built or acquired in excess of those needed to serve current customers and held for future use by future customers.

**5.3.1 AGRF – when payable:** The AGRF is due at the time of request for meter set/service connection to CCU services.

### **5.4 Inspection Fees**

County reserves the right to inspect the installation of all potable and reclaimed water distribution facilities, wastewater collection facilities, and/or onsite treatment facilities and appurtenances installed by Developer or Developer's contractors, which facilities are proposed to be transferred to County for ownership, operation and control. Such inspection is designed to assure County that potable water, reclaimed water, and wastewater lines, onsite treatment facilities and/or lift stations are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. County further reserves the right to be present at tests for component parts of water distribution or wastewater collection systems for the purpose of determining that the system, as constructed, conforms to County's criteria for exfiltration, infiltration, pressure testing, line and grade, and water-quality parameters, including bacteriological and disinfection requirements. Such tests will be performed by Developer or Developer's contractor, but only under the observation of County's engineer or authorized inspector.

Developer shall pay to County an Inspection Fee intended to defray the actual costs of inspecting Developer's installation of facilities. The Inspection Fee shall be determined by CCU as based upon the construction costs of Developer's project and a standard rate for inspection services, and the total fee shall not exceed five percent (5%) of the cost, either actual or estimated, of the subject water and wastewater facilities as installed by Developer. CCU maintains full-time inspection capability and the cost for inspection services as set forth herein is, and shall continue to be, designed to defray the actual cost of conducting such inspections and testing.

**5.4.1 Inspection Fees – when payable:** Inspection Fees are due in full at the time of the execution of the Utility Agreement. The initial payment of Inspection Fees shall be based upon estimated construction costs, as agreed to by both parties to the Utility Agreement. At the time that the actual construction cost is established, an adjustment to the Inspection Fee may be made.

**5.5 Administration and Recording Fees**

Developer shall pay to County the administrative costs of processing Developer's service request, including, but not limited to, the cost of preparation of Utility Agreements, preliminary engineering costs, review and approval of permit applications, and legal costs. Developer shall also pay a Recording Fee to defray the cost of recording the Utility Agreement and associated documents with the Clerk of the Court. Administration and Recording Fees shall be established by CCU from time to time.

**5.5.1 Administration and Recording Fees – when payable:** Administration and Recording Fees are due in full at the time of the execution of the Utility Agreement.

**5.6 Engineering Fees**

County will charge Engineering Fees to recover all costs incurred by County for the processing and review of construction/engineering plans and shop drawings.

**5.6.1 Engineering Fees – when payable:** Engineering Fees are due in full at the time of request by Developer for review of construction/engineering plans and shop drawings.

**5.7 Meter Fees**

County will charge Meter Fees to recover all material and labor costs incurred by County for the installation and/or inspection of meters.

**5.6.1 Meter Installation Fee – when payable:** County will require the payment of such fee concurrent with the request by a prospective customer for the meter installation. The Meter Installation Fee shall be charged only one time for meter installation at any one location; provided, however, that requests to exchange existing meters for meters of a larger size will result in a charge to the prospective customer of the difference between the existing smaller-sized meter and the requested larger-sized meter. In addition, meters of larger size have a different ERC value and installation cost and, consequently, require the payment of increased Connection Fees. The difference between the Connection Fees paid and the Connection Fee applicable to the larger meter will be collected at the time of the request for larger meter service.

**5.6.2 Meter Cost and Inspection Fees – when payable:** Meter Cost and Inspection Fees shall be charged in those instances when Developer is responsible for the installation of a meter that has been provided to Developer by County. County will

require the payment of such fees concurrent with the request by a prospective customer for meter equipment and/or meter inspection. The cost of any meters and labor required to inspect meter installations shall be the actual cost to County to provide these products and services. Developer shall be responsible for actual costs related to lost, damaged or missing meters or materials.

## **6.0 EXTENSION OF THE WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEM.**

The Board hereby determines that it is in the best interest of the citizens of County that potable water, reclaimed water, and wastewater utility services be rendered by a centralized utility system whenever possible. This finding follows because of the economic benefits of a centralized utility system, and the improved ability to coordinate and conserve natural resources, as well as to coordinate and plan for responsible growth. The provision of centralized utility services relies upon the ability to extend water distribution and wastewater collection infrastructure to those areas of County where growth is occurring or is expected to occur.

### **6.1 Standard Process for Extending the Water Distribution and Wastewater Collection System**

Recognizing a need to plan for extensions of utility service, County shall utilize its Water and Wastewater Master Plan, along with a Capital Improvement Plan (CIP), to identify and plan for potable water distribution, reclaimed water distribution, and wastewater collection infrastructure extension projects. CCU shall utilize the Water and Wastewater Master Plan and CIP to communicate its intentions to the public for extending water, wastewater and reclaimed water infrastructure; and CCU shall follow those plans according to the timing set forth therein, subject to periodic revision to account for changes including, but not limited to, modifications of regulations, new economic conditions, comments provided by the public, changes in the financial position of CCU and new technologies.

CCU intends to construct those transmission facilities identified in its Water and Wastewater Master Plan, and revenues from Connection Fees shall be utilized to defray the costs of those projects.

### **6.2 Alternative Options for Extending the Water Distribution and Wastewater Collection System**

The Board recognizes that the Water and Wastewater Master Plan may not anticipate or plan for every future contingency, and that some water and wastewater infrastructure that is not included in the Water and Wastewater Master Plan may need to be constructed. For this reason, the Board finds that some alternative options for providing appropriate infrastructure will be made available, including but not limited to the following. Said alternative options shall be made available for use at the discretion of

the Director, in concurrence with the County Administrator, subject to regulatory, technical and economic feasibility.

**6.2.1 Developer paid extension of water and/or wastewater transmission mains:** In those circumstances where CCU has not planned to extend connecting transmission lines to Developer's property, Developer may elect to pay the full cost of extending transmission lines to connect CCU's existing main transmission system to the point of connection for Developer's planned or existing onsite facilities.

In such cases, Developer shall be required to enter into a Utility Agreement with CCU. Such an agreement shall provide that Developer is responsible for the full cost of design, construction and inspection of transmission lines, as certified by Developer's engineer and approved by the Director, for the minimum-sized transmission line needed to serve the project.

In some cases the Director may require an oversizing of said transmission lines. In those cases, Developer shall be reimbursed for the oversizing costs of the transmission lines based upon the terms set forth in the Utility Agreement and herein under the heading of "oversizing reimbursement program."

**6.2.2 Infrastructure assessment to provide for property improvements:** Following the recommendation of the Director, in concurrence with the County Administrator, for those cases in which additional funding may be required to provide for essential potable water distribution, reclaimed water distribution, and/or wastewater collection infrastructure, the Board may elect to impose infrastructure assessments. Infrastructure assessments shall provide for payment of all or a portion of the capital cost of infrastructure improvements against property located within an infrastructure assessment unit. Infrastructure assessments shall be imposed for a specified term of years sufficient to pay the capital cost of such improvements, plus interest thereon and any other cost, as defined, incurred by County or the infrastructure assessment units. Infrastructure assessments shall be levied in accordance with all applicable federal, State, and local regulations, including, but not limited to, F.S. 153.05, "Water system improvements and sanitary sewers; special assessments." Nothing contained in this article shall be construed to require or preclude the imposition of infrastructure assessments against government property.

**6.2.3 Municipal Service Benefit and Taxing Units to provide for property improvements:** Following the recommendation of the Director, in concurrence with the County Administrator, for those cases in which additional funding may be required to provide for essential potable water distribution, reclaimed water distribution, and/or wastewater collection infrastructure, the Board may elect to define Municipal Service Benefit Units (MSBUs) and/or Municipal Services Taxing Units (MSTUs) as provided for in Part IV of the County Code and F.S. 125.01(1)(q), 125.01(5), as amended. An MSBU or MSTU may be created to provide for payment of all or a portion of the capital cost of infrastructure improvements against property located within the defined



geographical area of the MSBU or MSTU. The benefits of said infrastructure improvements shall go towards the properties located within the MSBU or MSTU.

**6.2.4 Provision of utility service through franchise area:** It is not the policy of the Board to encourage the proliferation of franchised utilities within County. However, the Board recognizes that F.S. 367.031, F.S. 367.045, and F.A.C. Chapter 25-30 provide that utilities or prospective utilities subject to the jurisdiction of the Public Service Commission may apply for a certification of authorization to provide water and/or wastewater service. For circumstances in which an application for certification of authorization to provide water and/or wastewater service within the service area of CCU has been made, the Board finds that CCU shall make available those resources that may be needed to cooperate with the Public Service Commission in its review of the application(s) for certification of authorization. This may include, but is not limited to, responding to any requests for information by the Public Service Commission that may be needed to determine if reasonably adequate utility service is available at present, or can be provided in the near future, to the area delineated in the application.

### **6.3 Oversizing Reimbursement Program**

The oversizing reimbursement program shall apply to all Utility Agreements that require oversizing of potable water distribution, reclaimed water distribution, and/or wastewater collection facilities, unless otherwise specified in an agreement between County and Developer. For those instances in which CCU and a Developer have entered into a Utility Agreement that requires oversizing of utility facilities, CCU shall reimburse Developer for the actual costs of oversizing in accordance with the terms set forth herein.

CCU shall reimburse Developer for the actual costs of oversizing utility facilities. On an annual basis, CCU shall make equal payments to Developer over a period of ten (10) years, such that each annual payment is equal to ten percent (10%) of the total cost of oversizing utility facilities. The first payment shall be due within one (1) year of the acceptance by CCU of the oversized utility facilities. Payments shall be sent by CCU to the address specified by Developer in the Utility Agreement. Developer may request in writing that payments be sent to a new address at any time during the repayment period.

The total construction costs for oversizing shall be established using final contract invoices for those costs of materials incurred to construct the oversized facilities as submitted by Developer and approved by the Director. Developer costs associated with project engineering, permitting, and inspection shall not be eligible for reimbursement through the oversizing reimbursement program. In the case of oversized pipes, the cost of oversizing shall be based upon the pipe sizing of the oversized lines in comparison with the minimum-sized facilities required to serve Developer's needs, as determined by the Director. In the case of other, non-pipe, oversized utility facilities, the cost of oversizing shall also be determined by comparing the cost of the oversized facilities to the minimum-sized facilities required to serve Developer's needs, as determined by the Director.

Total reimbursements to Developer who constructed or funded the installation of oversized facilities shall not exceed Developer's total costs of constructing the oversized facilities, minus Developer's calculated costs for constructing the minimum-sized facilities as previously set forth.

No interest payment on the total cost of oversizing shall be due to Developer or paid by CCU. Oversizing reimbursement payments may be transferred or assigned by Developer, following the written permission of the Director.

#### **6.4 Multiparty Agreements**

The Board finds that multiparty agreements among Developers to provide for the extension of water distribution and/or wastewater collection systems shall be encouraged, as they help to coordinate future infrastructure needs and the resources to pay for said facilities. Such multiparty agreements shall be subject to the review and approval of the Director, in concurrence with the County Administrator.

### **7.0 UTILITY SERVICE APPLICATION, REVIEW, AND APPROVAL PROCESS**

CCU shall make available all necessary forms and applications required to apply for a service extension, including accompanying instructions for completing said documents. Instructions for application shall clearly list the necessary procedures, forms and applications required by CCU as part of the service application process.

Developer is solely responsible for obtaining and completing all necessary forms and documents required by CCU for the provision of water and wastewater service as required.

#### **7.1 Transfer of Contributed Capital Property – Bills of Sale**

Each Developer who has constructed portions of the water distribution and wastewater collection system on Developer's own property prior to interconnection with County's existing facilities shall convey such component parts of water distribution and wastewater collection system to County by bill of sale in a form that is satisfactory to County's attorney, together with such evidence as may be required by County that the water distribution system and/or wastewater collection system proposed to be transferred to County is free of all liens and encumbrances.

Any facilities in the category of "customer's lines" or "plumber's lines" located on the discharge side of the water meter or on the customer's side of the point of delivery of service shall not be transferred to County and shall remain the property of Developer, a subsequent owner-occupant thereof or their successors and assigns. Such "customer's lines" or "plumber's lines" shall remain the maintenance responsibility of Developer or subsequent customers.

County shall not be required to accept title to any component part of the water distribution or wastewater collection system, as constructed by Developer, until appropriate regulatory agency clearance is received and CCU has approved the construction of said lines and accepted the tests to determine that such construction is in accordance with the written criteria established by County, thereby having evidence justifying acceptance of such lines for County's ownership, operation and maintenance.

Developer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by Developer and proposed to be transferred to County. Such cost information shall be furnished to County concurrently with the bill of sale and such cost information shall be a prerequisite for the acceptance by County of the portion of the water distribution and wastewater collection system constructed by Developer.

County reserves the right to refuse connection and to deny the commencement of service to any customer seeking to be connected to portions of the water distribution and wastewater collection system installed by Developer until such time as all obligations of Developer under this Uniform Extension Policy have been fully met by Developer or Developer's successors or assigns.

#### **7.2 Approved Application as a Condition of Meter Release and Service**

CCU maintains the right to withhold the release of meter(s) and/or utility service until all required closing documents, as set forth in the Utility Agreement, have been received and approved by CCU, and any and all fees and charges due have been paid.

### **8.0 OBLIGATIONS OF DEVELOPER AND ENGINEERING REQUIREMENTS**

In addition to the payment of all applicable fees, Developer shall be responsible for the non-monetary obligations set forth herein.

#### **8.1 Engineering Information**

It shall be Developer's obligation to furnish to County accurate information with regard to its projects, including matters of legal descriptions, engineering, construction, drainage and roads. In addition, Developer shall accurately describe its project in terms of the amount of water and wastewater services required or the number of ERCs required by the subject property. Increases in the number of ERCs required by the project, beyond those which have been reserved, will result in the requirement for the payment of additional Connection Fees and a recalculation of Accrued Guaranteed Revenue Fees to conform with the more accurate ERC requirements.

Developer is solely responsible for errors or changes in engineering information or the design of its onsite water distribution or wastewater collection system. Any error in

Developer's plans, or the construction of utility facilities on Developer's property that is not in conformity with the CCU-approved plans, may result in increased cost to Developer. Developer shall be responsible for increased costs resulting from said errors, including the costs associated with any necessary corrections, alterations or reconstruction of facilities.

### **8.2 Surety Bond**

Developer may be required to provide any or all applicable performance, payment, warranty or subdivision bond(s) for any construction of water distribution, reclaimed water, or wastewater collection system proposed to be connected to the facilities of County.

### **8.3 Easements and Rights-of-Way**

Following the construction of any water distribution or wastewater collection system proposed to be connected to the facilities of the County, Developer shall grant to County such easements or rights-of-way corresponding with the installation of the facilities. Such grant or conveyance shall be in a form that is satisfactory to County's attorney, together with such evidence as may be required by County, including any required land surveys, and an assurance of title for easements and/or rights-of-way transferred to County that demonstrates said property is free of all liens, mortgages, encumbrances and encroachments. Such conveyances, whether located on or off the property of Developer, shall be made without cost to County. County reserves the right to acquire such easement or rights-of-way to the point at which the meter is proposed to be installed or, in the case of wastewater, where the wastewater main connects to the service lateral, also known as the "point of delivery of service," being the point at which the County's facilities join with customer's own installation.

### **8.4 System Design - Independent Engineers**

County shall accept the design of water and wastewater facilities prepared by a professional engineer who is registered in the State of Florida and regularly engaged in the field of civil and/or environmental engineering. County shall accept said designs provided that each such design shall: be certified to County; be fully subject to the prior approval of the Director; and shall conform to the written criteria of County governing the installation of those utility facilities ultimately to be accepted by County for ownership, operation and maintenance. As required under the general heading of Engineering Fees, Developer shall pay to County a fee commensurate with the cost to County of reviewing such engineering plans and furnishing to Developer's engineer information regarding location and criteria. All designs of water distribution and wastewater collection facilities are at all times subject to the approval of other agencies having jurisdiction over such design.

CCU will use its available engineering resources to review submitted plans and to determine if submitted plans are approved, rejected or returned with recommended alterations.

The Engineer of Record or an authorized designee shall be present at all final testing of onsite systems that are connected directly or indirectly to the CCU system, including tests such as pressure tests, video inspection and lift station start-ups. Additionally, County reserves the right to inspect all onsite systems to which it does not take title. In the event that Developer completes installation of onsite facilities and buries such facilities prior to inspection by County, County reserves the right to require unearthing of such lines so that same can be inspected prior to being placed into service.

### **8.5 Inspections of Plumber's Hook-Up**

It shall be the responsibility of Developer or its plumbing contractor to connect Developer's plumbing installation with the water distribution and wastewater collection facilities of County. Said connections are generally made at "the point of delivery of service," which, in the case of potable water, shall be the discharge side of the water meter. The point of delivery for onsite wastewater facilities shall be at the point where County's wastewater mains connect with Developer's wastewater service lateral. County reserves the right to inspect all such connections to be assured that the same are properly made in accordance with County rules governing such connections and that the connection, as made, is free from infiltration and includes all required backflow prevention devices as defined by County engineering standards.

### **8.6 Insurance**

Developer may be required to procure, maintain, and provide evidence of Automobile Liability, Comprehensive General Liability and Workers Compensation insurance coverage during the construction of any water distribution, reclaimed water, or wastewater collection system proposed to be connected to the facilities of County.

### **8.7 Licensing**

Developer shall be required to ensure that all construction work is performed by, or under the supervision of, licensed contractors.

## **9.0 CONTINGENCIES**

### **9.1 Reimbursement of Connection Fees**

**9.1.1 Reimbursement due to a change in building permit:** In the event a building permit issued for a development: (i) expires prior to commencement of any part of the development for which the building permit was issued, (ii) is officially cancelled, or (iii) is revised such that the permit revision results in an overpayment of Connection

Fees, the then current owner/applicant may apply for a reimbursement of a portion of or the entire Connection Fee. Application for reimbursement must occur within six (6) months of the expiration of, cancellation of or approved revision of the building permit. Failure to make timely application for a reimbursement of the Connection Fee shall waive any right to a reimbursement. The amount of reimbursement offered shall depend upon the basis for the request for reimbursement.

**9.1.2 Terms and conditions of application for reimbursement:** The application for reimbursement shall be filed with the Director and shall contain the following:

- a. The name and address of the applicant;
- b. A legal description of the property location, and a notarized sworn statement that the petitioner is the current owner of the property;
- c. A copy of the dated receipt issued for payment of the Connection Fees;
- d. A certified copy of the latest recorded deed for the property;
- e. A copy of the latest ad valorem tax bill for the property;
- f. If a building permit was issued, the date the building permit was issued and the date of expiration, cancellation or approval of the revision, as applicable;
- g. If the request is due to a revision to the building permit, a copy of the approved revision including original and revised square footage, number of units, date of approval of the revision, and an explanation of the nature of the revision (change of size, use, etc.).

After verifying that the building permit has expired, or was cancelled before the development had commenced, or was revised and thereby required a reduction in the Connection Fees assessed for the property, the Director shall then approve or deny the request. All approved requests shall be forwarded to the Clerk of the Circuit Court's finance department for processing.

If a building permit is subsequently issued for development on the same property, which was previously approved for a reimbursement, the Connection Fees in effect at that time must be paid.

### **9.2 Unused Reserved Capacity**

County reserves the right to require the payment of AGRF for those instances in which a Developer has reserved system capacity by paying Connection Fees, but has not applied for utility service within a period of no less than five (5) years from the time that the Connection Fees were initially paid. AGRF shall be due and owing to County within sixty (60) days following written notification to Developer that AGRF is due for the property(ies) in question. The AGRF payment due shall be established by the most recent Rate Resolution at the time that the written notification is given to Developer. Failure to pay AGRF due shall result in the termination of the Utility Agreement between Developer and CCU, and the subsequent loss of reserved capacity. Developer or current property owner should recognize that CCU shall no longer be obligated to maintain service availability or system capacity for the property in question, and that any future

connection to the CCU system(s) will require the payment of all applicable fees and charges, including, but not limited to, Connection Fees, AGRF and Meter Fees.

In the event that reserved system capacity has been unused within a period of no less than one (1) year from the time that Connection Fees were initially paid, Developer shall also be required to resubmit engineering plans and specifications pertaining to the undeveloped portion of the project. Developer shall also be required to resubmit plans and specifications following any period in which reserved system capacity has been unused for a period of no less than one (1) year from the previous CCU review of said plans and specifications. CCU may review resubmitted plans and specifications to determine if they meet the most current construction standards of CCU. Engineering Fees may apply in the event that Developer is required to resubmit plans and/or specifications. CCU reserves the right to terminate the Utility Agreement in the event that Developer's plans and specifications do not meet the current engineering standards of CCU.

Payment of AGRF shall extend Developer's claim to reserved capacity for a period not to exceed five (5) years. CCU reserves the right to terminate the Utility Agreement and revoke any and all claims to reserved capacity for all unused capacity at the end of the five (5) year extension.

### 9.3 Change of Service Requirements

Those property owners who are currently receiving utility service may apply to CCU for additional water and/or wastewater service capacity to accommodate a change in use or redevelopment of the property. CCU makes no guarantee that additional water and/or wastewater service capacity shall be available to an existing customer. Additional capacity reservation fees may apply for an expansion of service, including, but not limited to, Connection Fees, Inspection Fees, Administration and Recording Fees, Engineering Fees, and Meter Fees. Approval by CCU for additional service shall not release the applicant from any and all State or local permits, inspections and approvals that may be required as a result of the proposed change in use or redevelopment of said property.

### 9.4 Unsigned Utility Agreements

Unsigned Utility Agreements shall have no legal authority. The terms and conditions set forth in a draft unsigned Utility Agreement are intended for planning purposes only, and under no circumstances shall the terms and conditions set forth in a draft unsigned Utility Agreement remain valid for a period beyond sixty (60) days from the date that the draft unsigned document was received by Developer.

**10.0 ADDITIONAL LEGAL PROVISIONS.**

**10.1 Right of Apportionment**

County reserves the right to apportion available capacity among Developers to the end that a fair distribution of such capacity is accomplished and that no Developer, or group of Developers, shall preempt others from the reasonable opportunity to obtain such capacity.