11	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

3/3/2026

BCC MEETING DATE

TO: **Joy Andrews, County Administrator** **DATE:** **February 9, 2026**

FROM: **Neal Shinkre, P.E., Director, Utilities** **PHONE:** **904 209-2721**

SUBJECT OR TITLE: **Amending and Restating the County Utilities Ordinance – First Reading**

AGENDA TYPE: **Business Item, Ordinance, Public Hearing, Resolution**

BACKGROUND INFORMATION:

This is a restatement of the existing Utility Ordinance to add language to Section 5 to allow for enhanced Septic to Sewer connections at greater distances from existing infrastructure, remove all new Capacity Commitments, grandfathering the eleven current residential parcels with Capacity Commitments, and removing the unnecessary Section 16 that allowed the County to cancel Capacity Commitments. Pursuant to direction from the Board of County Commissioners (BOCC) on October 7, 2025, staff prepared a white paper evaluating the feasibility of septic-to-sewer connections throughout the County Utilities service area. On December 2, 2025, the BOCC requested that staff present the findings of the white paper as a discussion item at a regularly scheduled Board meeting. On January 20, 2026, staff presented to the BOCC findings from the white paper that evaluated septic-to-sewer connection feasibility across the County Utilities service area. The discussion focused on existing policy, key barriers to participation, and proposed policy changes intended to improve affordability, equity, and homeowner participation while advancing environmental and State water quality goals. Included herein are redlines to the Utilities Ordinance to codify the white paper and previous BOCC discussion.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

First reading, no action required.

For Administration Use Only:
Legal: Lex Taylor 2/18/2026 **OMB: CR 2/19/2026** **Admin: Brad Bradley 2/19/2026**

ORDINANCE 2025~~6~~-____

ST. JOHNS COUNTY UTILITY ORDINANCE

AN ORDINANCE OF ST. JOHNS COUNTY, FLORIDA, AMENDING, RESTATING, CONSOLIDATING, SUPPLEMENTING, AND REPLACING ST. JOHNS COUNTY ORDINANCES 2006-4, 2013-13, 2016-45, 2022-37, AND 2025-11; PROVIDING A TITLE AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING ACRONYMS; PROVIDING FOR CONNECTIONS WITH COUNTY WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS REQUIRED WITH CERTAIN EXCEPTIONS; ESTABLISHING FOR A LINE EXTENSION PROGRAM; REGULATING WATER, WASTEWATER, AND RECLAIMED WATER CONNECTIONS FOR IMPROVEMENTS; METERS REQUIRED; PROHIBITING CROSS CONNECTIONS BETWEEN SYSTEMS; PROVIDING FOR INSTALLATION OF AND STANDARDS FOR BACKFLOW PREVENTION DEVICES; PROHIBITING UNLAWFUL CONNECTIONS AND INTERFERENCE WITH HYDRANTS OR WATER, WASTEWATER, AND/OR RECLAIMED WATER SERVICES; REGULATING CONSTRUCTION OR ALTERATION OF WATER DISTRIBUTION SYSTEM, WASTEWATER COLLECTION SYSTEM, OR RECLAIMED WATER DISTRIBUTION SYSTEM CONNECTED TO THE COUNTY WATER, WASTEWATER, OR RECLAIMED WATER SYSTEM; PROVIDING FOR CONNECTION OF IMPROVEMENTS WITHIN AREAS SERVED BY WATER, WASTEWATER, AND/OR RECLAIMED WATER UTILITY SYSTEMS ACQUIRED BY THE COUNTY; PROVIDING FOR MAINTENANCE OF PLUMBING SYSTEMS; PROHIBITING UNLAWFUL DAMAGE TO COUNTY WATER, WASTEWATER, AND/OR RECLAIMED WATER SYSTEM; PROVIDING FOR RIGHT OF ENTRY FOR PURPOSE OF MAKING INSPECTION; PROVIDING FOR WATER, WASTEWATER AND/OR RECLAIMED WATER LINES TO BE COUNTY PROPERTY; ~~PROVIDING FOR WATER, WASTEWATER AND RECLAIMED WATER CAPACITY COMMITMENTS; PROVIDING FOR CANCELLATION OF WATER AND WASTEWATER CAPACITY COMMITMENTS AND FORFEITURE OF UNIT CONNECTION FEES;~~ PROVIDING FOR WASTE DISCHARGE LIMITS AND PROHIBITIONS; PROVIDING FOR INDUSTRIAL WASTEWATER DISCHARGE PERMITTING; PROVIDING FOR PUBLIC INFORMATION ON INDUSTRIAL USERS; PROVIDING FOR WATER RATES, CHARGES AND FEES; PROVIDING FOR WASTEWATER RATES, CHARGES AND FEES; PROVIDING FOR RECLAIMED WATER RATES, CHARGES AND FEES; PROVIDING FOR PAYMENT OF FEES AND BILLS, REFUSAL OR DISCONTINUANCE OF SERVICE, AND DELINQUENT NOTICES; PROVIDING FOR WATER, WASTEWATER AND RECLAIMED WATER TAPPING FEES AND WASTEWATER SERVICE LOCATION ASSISTANCE FEE; PROVIDING FOR WATER, WASTEWATER AND RECLAIMED WATER UNIT CONNECTION FEES; PROVIDING FOR COLLECTION OF WASTEWATER FEES WHERE OWNER HAS PRIVATE OR OTHER WATER SUPPLY; PROVIDING FOR

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DEPOSITS FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER; PROVIDING FOR REFUND OF DEPOSITS AND INTEREST ON DEPOSITS; PROVIDING FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER DEPOSITS FOR DELINQUENT ACCOUNT HOLDERS AND HIGH RISK PENALTY CHARGES; PROVIDING FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER SERVICE CHARGES; PROVIDING FOR WATER, WASTEWATER AND/OR RECLAIMED WATER BILLING ADJUSTMENTS; PROVIDING FOR RETURNED PAYMENTS; PROVIDING FOR DISCONTINUANCE OF SERVICE AT ACCOUNT HOLDER'S REQUEST; DEPOSIT TRANSFERS; PROHIBTING FREE SERVICE; PROVIDING FOR CHANGES TO RATES AND COSTS; PROVIDING FOR ENFORCEMENT AND PENALTIES; ESTABLISHING PROCEDURE FOR APPEALS; PROVIDING FOR JURISDICTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECT OF THIS ORDINANCE ON PREVIOUS ORDINANCES; AND CONFLICTING ORDINANCE REPEALED; CONSOLIDATING OPERATION OF MAIN DIVISION AND PONTE VEDRA DIVISION; MAKING ORDINANCE AVAILABLE TO THE PUBLIC; INCORPORATION OF SCHEDULES AND EXHIBITS; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

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SECTION 1. TITLE AND PURPOSE

This ordinance shall be known as the "St. Johns County Utility Ordinance." The purpose of this ordinance is to set uniform requirements for users of St. Johns County Utilities, to enable compliance with the provisions of the Safe Drinking Water Act (42 U.S.C. 300f et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.), other applicable federal and State laws and regulations, and the County's Land Development Code, and to provide for the public health and welfare by regulating the quality of potable water supplied by the County's Water Systems to its customers, and wastewater collected by the County's Wastewater Systems, as well as to provide policies and cost recovery for the use of County's Reclaimed Water Systems.

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SECTION 2. DEFINITIONS

Definitions: In addition to words and terms defined elsewhere in this ordinance, the words and terms as used in this ordinance shall have the following meaning, unless some other meaning is plainly intended:

"**ASTM**" means American Society for Testing Materials. Any reference to ASTM standards shall mean the most recently published revision unless otherwise specified.

"**AWWA**" means American Water Works Association. Any reference to AWWA standards shall mean the most recently published revision unless otherwise specified.

"**Account Holder**" or "**Customer**" means any person, tenant, customer, user, firm, association, corporation, governmental agency, or similar organization or entity that receives service, or has an agreement to receive service, from the County, or an authorized representative of the County.

"**Administrator**" or "**County Administrator**" means the County Administrator of St. Johns County, Florida and/or his designee.

"**Agent**" means any person with valid authority provided by the Owner or Account Holder, as evidenced by a document including driver's license number or social security number of the Owner or Account Holder, authorizing the Agent to represent the Owner or Account Holder, and acting on behalf of the Owner or Account Holder seeking a permit, application, or any other activity set forth in this Ordinance.

"Amalgam separator" means a device that employs filtration, settlement, centrifugation, or ion exchange to remove amalgam and its metal constituents from a dental office vacuum system before it discharges to the sewer.

"Amalgam waste" means and includes non-contact amalgam (amalgam scrap that has not been in contact with the patient); contact amalgam (including, but not limited to, extracted teeth containing amalgam); amalgam sludge captured by chairside traps, vacuum pump filters, screens, and other amalgam trapping devices; used amalgam capsules; and leaking or unusable amalgam capsules.

"ANSI/ADA Standard No. 108" means the American National Standards Institute and American Dentistry association standard for amalgam separators.

"**Applicant**" means any Person, the Person's duly Authorized Representative, or Agent who submits plans, and Application, or other required submittals to any County department or agency.

"**Application**" means written request by appropriate means specified by the Director for County Water, Wastewater, or Reclaimed Water Service to a specific property.

"**Approval Authority**" means the Florida Department of Environmental Protection or its successor agencies.

"**Authorized Representative**" means:

(1) If the Account Holder is a corporation:

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(a) The president, secretary, treasurer, or a vice-president of the corporation.; or

(b) The manager of one or more manufacturing, production, or operating facilities provided the manager (i) is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; (ii) can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and (iii) possesses authority to sign documents in accordance with corporate procedures.

(2) If the Account Holder is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(3) If the Account Holder is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(4) If the Account Holder is a club or fraternal, religious, or other type of organization: an officer or appointed leader of said club or organization designated to oversee the operation and performance of the activities of the club or organization, or their designee.

(5) The individuals described in Sections 1 through 4, above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates and/or the water is consumed, or having overall responsibility for environmental matters for the Account Holder, and the written authorization is submitted to the County.

"Average Day Demand, or Average Daily Demand (ADD)" means the anticipated water, wastewater, or reclaimed water flow required on an average day to meet the minimum level of service needs for a property type or improvement.

"**Base Charge**" means monthly charge for water, wastewater, and/or reclaimed water service based on the Customer's number of ERUs or corresponding EICs. The Base Charge does not include an allowance for any water, reclaimed water, or wastewater flows.

"Base User" means a reclaimed water classification referring to all reclaimed water connections other than Large User.

"Best Management Practices (BMP)" mean schedules of activities, prohibitions of activities, maintenance procedures, and other management practices to implement the prohibitions listed in subsections 62-625.400(1)(a) and (2), F.A.C. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, industrial sludge or waste disposal, or drainage from raw materials storage.

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"**Biochemical Oxygen Demand**" or "BOD" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for 5 days at 20º centigrade, usually expressed as concentration in terms of milligrams per liter.

"**Board**" means the Board of County Commissioners of St. Johns County, Florida or their designated representative.

"**Building Sewer Lateral**" means the conduit or pipe that conveys Wastewater from the plumbing drain system of a building to the County's Wastewater System.

"**Building Water Lateral**" means the conduit or pipe that conveys potable water from the County's water system to the point of connection of a building.

"**Bypass**" means the intentional diversion of waste streams from any portion of a User's treatment facility.

"**Cap**" means a limit on the volume of metered water consumption used in the calculation of the Wastewater Volume Charges for Residential Users.

"**Capacity Commitment**" means any agreement, commitment, and/or temporary permit for the availability of a specific number of County Water, Wastewater, and/or Reclaimed Water service equivalencies pursuant to an Application for a designated development.

"Categorical Industrial User" means an industrial user subject to categorical pretreatment standards under Rule 62-625.410, F.A.C., including 40 CFR Chapter I, Subchapter N, Parts 405 through 471, as of July 1, 2009, hereby adopted and incorporated by reference.

"Categorical Pretreatment Standards" mean standards defined in Section 62-625.410 (1), F.A.C.

"Chapter 62-610 Florida Water Resource Management Rules" means the current rules and section(s) applicable to Reuse or Reclaimed Water and Land Application in Florida.

"**Chemical Oxygen Demand**" or "COD" means a measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

"**Chlorine Requirement**" means the amount of chlorine, in milligrams per liter ("mg/l"), which must be added to wastewater to produce specified residual chlorine content, or to meet some other governmental regulatory standard.

"**Clean Water Act**" means the United States Clean Water Act also known as the Federal Water Pollution Control Act, as amended, 33 United States Code 1251 et. seq.

"**Clerk**" means the Clerk of the Circuit Court in and for St. Johns County, Florida, or designee.

"**Comprehensive Plan**" means the St. Johns County Comprehensive Plan adopted by the St. Johns County Board of County Commissioners. Any reference to the "Comprehensive Plan" shall mean the most recently adopted version of the Comprehensive Plan, unless otherwise specified.

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"**Connected System**" means a publicly or privately-owned utility system that connects to and utilizes service from the County System for purposes of supply, treatment, and/or disposal.

"**Connection**" means a conduit or pipe and associated appurtenances, or the installation thereof, that conveys water and/or reclaimed water from the County's Water and/or Reclaimed Water System to an Applicant's Point of Delivery/Connection, or conveys Wastewater from the Applicant's Wastewater Point of Delivery/Connection to the County's Wastewater System.

"Control Authority" means any public utility that administers a pretreatment program that has been approved by the Department in accordance with the requirements of Rule 62-625.510, F.A.C. In cases where categorical or significant non-categorical industrial users discharge to domestic wastewater facilities that are not included in an approved pretreatment program, the Department shall function as the Control Authority until an approved pretreatment program has been established by the public utility.

"**County**" means St. Johns County, Florida, a political subdivision of the State of Florida.

"**County Reclaimed Water System**" means the Reclaimed Water System owned and/or operated by St. Johns County, Florida.

"**County Wastewater System**" means the Wastewater System owned and/or operated by St. Johns County, Florida.

"**County Water System**" means the potable Water System owned and/or operated by St. Johns County, Florida.

"**DEP**" means the State of Florida Department of Environmental Protection or, where appropriate, the term may also be used as a designation for the Secretary or other duly authorized official of said agency.

"Daily Maximum" means the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

"Daily Maximum Limit" means the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

"**Damage Charge**" means a charge levied to the Account Holder after the Customer has received more than three (3) citations within a twelve (12) month period.

"Demand Factor" means the numerical relation reflecting the difference between a designated number of Equivalencies and an Equivalency basis of one (1).

"**Demonstration of Compliance**" or "DOC" means data, reports, drawings, or other information provided in suitable format to demonstrate that compliance with a governmental regulatory compliance schedule has been achieved.

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"**Designated Representative**" or "Designee" means a County employee selected by the Board of Commissioners, the County Administrator, Clerk, or Director to act on behalf of the Board of Commissioners, the County Administrator, Clerk, or Director.

"**Developer**" means any person, individual, partnership, association, syndicate, firm, corporation, trust or legal entity engaged in developing or subdividing land under the terms of the St. Johns County Land Development Code. The term "Developer" is intended to include the term "Subdivider", even though the persons involved in successive stages of a development project may vary. For the purposes of this Ordinance, the term "Developer" may also apply to a person or individuals performing improvements to private property, including extension of utility services to said property.

"**Developer's Engineer**" means an engineer or engineering firm registered with the State of Florida Department of Professional Regulation, retained by the Developer to provide professional engineering services for a project.

"**Development**" shall have the same meaning provided in Section 380.04, Florida Statutes, as maybe amended.

"**Director**" means the Director of the Utility Department of St. Johns County, Florida, or designee.

"**Discharge**" means to dispose, deposit, place, emit, unload, release, or cause or allow to be disposed, deposited, placed, emitted, unloaded, released or otherwise introduce pollutants into the St. Johns County Wastewater System.

"Distribution Facilities" means the piping and other related appurtenances providing availability of potable water or reclaimed water service from a Point of Delivery/Connection with a property to a point of interconnection with Transmission Infrastructure.

"**Domestic Waste**" means any viscous liquid, or gaseous material derived principally from the use of sanitary conveniences of residences (including apartments and hotels), office buildings, industrial plants, institutions, or commercial establishments.

"**Dwelling Unit**" means a room or rooms connected together, constituting a separate, independent housekeeping establishment for a family, for owner occupancy or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or Dwelling Units which may be in the same structure, and containing sleeping facilities and cooking facilities.

"**Dwelling, Multiple Family or Multi-Family**" means for purposes of determining whether a lot is in multiple dwelling use, the following considerations shall apply:

(1) Multiple dwelling uses shall include those in which individual Dwelling Units (i) are intended to be rented and maintained under central ownership and management; (ii) those which are under collective ownership and management including cooperative apartments, condominiums, and the like; (iii) duplexes, row houses or townhouses in individual ownership; and (iv) all other forms of multiple dwellings, regardless of ownership, management taxation or other considerations, where such form does not meet the requirements of the Land Development Code for a Single Family Dwelling.

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(2) Where an undivided Lot contains more than one (1) Building and the Buildings are not so located that the lots and yards conforming to requirements for Single Family Dwellings in the district could be provided, the lot shall be considered to be in multiple dwelling use if there is more than one (1) Dwelling Unit on the Lot, even though the individual Buildings may each contain only one (1) Dwelling Unit.

(3) Guest Houses and household employee's quarters shall not be considered as Dwelling Units in the computation above.

(4) Any multiple dwelling in which Dwelling Units are available for periods of less than one (1) week shall be considered a tourist home, a motel, or hotel as the case may be.

"**Dwelling, One Family or Single Family**" means a Building containing only one (1) Dwelling Unit. The term is not to be construed as including recreational vehicles or other forms of temporary or portable housing. For the purpose of this Ordinance, row houses, townhouses, condominiums, cooperative apartments or any other form of Dwelling Units which are not in individual detached Buildings shall not be construed to be Single Family Dwellings.

"**Dwelling, Two Family**" means a duplex or other attached Dwelling Unit providing two (2) Dwellings.

"**EIC**" means Equivalent Irrigation Connection, consisting of 300 gallons per day Average Daily Demand of Reclaimed Water Capacity.

"**Equivalency**" means the designation reflecting a design or use Level of Service criteria pursuant to a connection's Service size or land use classification.

"Equivalency Factor" means the numeric relation reflecting the difference between a designated number of Equivalencies and an Equivalency basis of one (1).

"**ERC**" means Equivalent Residential Connection, as defined in the Utility Rate Tariff, Schedule A.

"**Enforcement Actions**" means those actions taken by St. Johns County in response to violations of this ordinance, the County's Land Development Code, and/or State or federal regulations.

"**Engineer**" means a Professional Engineer registered in Florida, or other person exempted pursuant to the provisions of chapter 471, Florida Statutes, who is competent in the field of engineering.

"**Environmental Protection Agency" or "EPA"** means the United States Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

"**Existing Source**" means any source of discharge that is not a "New Source."

"**Food Waste**" means any superfluous solid material produced either from the domestic or commercial preparation, cooking, consumption, or dispensing of food, or from the handling, storage, or sale of produce.

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"**Force Main**" means a conduit (pipe) that transports Wastewater under pressure.

"**Grab Sample**" means a sample taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

"**High Risk Customer**" means a customer that is delinquent in paying a monthly utility bill and who has been disconnected twice during any twelve (12) month period for non-payment of utility bills.

"**Improvement**" or "**Improve**" or "**Improved**" means changes in the condition of real property brought about by the expenditure of labor or money for restoration, renovation or rehabilitation of such property. Improvements include new construction, additions and accessory structures (i.e., a garage).

"**Indirect Discharge"** or **"Discharge**" means the introduction of pollutants into the County Wastewater System or any Connected System from any nondomestic source regulated under Section 307(b), (c), or (d) of the Clean Water Act.

"Industrial User" or "IU" means any user discharging Industrial Waste or nondomestic waste into the County Wastewater System or a Connected System from any nondomestic source regulated under Section 307(b), (c) or (d) of the Clean Water Act, or as defined within this Ordinance.

"**Industrial Waste Surcharge**" means an additional service charge assessed against County Wastewater System Industrial Users whose Wastewater characteristics exceed established domestic wastewater strength factors.

"**Industrial Waste"** means Food Waste, other waste, or any superfluous solid, liquid, or gaseous material resulting from manufacturing or commercial processes, or from natural resource development, recovery, or processing.

"**Industrial Wastewater Discharge Permit" or "IWD Permit**" means written authorization from the Director or Designee to Discharge Industrial Waste into the County Wastewater System or a Connected System and setting certain conditions and/or restrictions on such Discharge.

"**Instantaneous Maximum Allowable Discharge Limit**" means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

"Interference" means a discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, and therefore, is a cause of a violation of the County's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued hereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

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"**Land Development Code (LDC), St. Johns County**" means those regulations adopted by St. Johns County governing the development of land within the unincorporated area of the County.

"Large User" means a Reclaimed Water classification for Reclaimed Water Customers that have entered into an agreement with the Utility for a minimum Reclaimed Water flow of 150,000 gpd ADD. Classifications include the following:

a. Pressurized – Large Users requiring pressurized delivery to facilitate on-site distribution needs.

b. Non-Pressurized – Large Users taking delivery without the need for on-site system pressure.

c. Interruptible Non-Pressurized – Large Users taking delivery without the need for on-site system pressure where the Utility can temporarily reduce or suspend delivery of Reclaimed Water.

"**Leachate**" means a liquid waste generated as a result of chemical and biochemical reactions of the landfilled waste and/or the percolation of liquids through solid waste while it simultaneously extracts dissolved or suspended materials. The sources of the liquid include moisture contained in landfilled solid waste, rainfall, and surface groundwater infiltration**.**

"Level of Service" or "LOS" means an indicator of the extent or degree of service provided by, or proposed to be provided by a facility based on and related to the operational characteristics of the facility.

"Line Extension" means the extension of Water or Reclaimed Water distribution piping, or Wastewater collection piping, along public right-of-way (or appropriate utility easement) to extend utility service to a property which is not directly adjacent to existing infrastructure. Lines Extension does not include installation of utility service lines which branch off of existing distribution or collection piping within a public right-of-way (or utility easement) to serve a property or properties located directly adjacent to the existing infrastructure.

"Local Limit" means specific discharge limits developed and enforced by the County upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

"**Lot**" includes a tract or parcel and means the least fractional part of subdivided lands having limited fixed boundaries, and an assigned number, letter, or other name through which it may be identified.

"Mandatory Reclaimed Water Service Area (MRWSA)" means the zone or portion the of service area identified by the St Johns County Utility Department (Appendix A, Exhibit G) where (i) Reclaimed Water service will be available within ten (10) years, and (ii) all new developments are required to install Reclaimed Water infrastructure, and (iii) customer connection to the Reclaimed Water System is mandatory.

"**Manual" or "Water, Wastewater and Reclaimed Water Standards Manual**" means the St. Johns County Utility Department Water, Wastewater, and Reclaimed Water Standards

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Manual and amendments thereto, as adopted by the Board and amended by resolution from time to time.

"**Medical Waste**" means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

"Monthly Average" means the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

"Monthly Average Limit" means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

"**Multi-Family or Multiple Family Residential**" see definition of "Dwelling, Multi-Family" or "Multiple Family."

"**Multi-Family ERC Adjustment Factor**" means factor used to determine number of ERCs for Multi-Family Accounts calculated by multiplying the number of Multi-Family Dwelling Units served by the Account times the Multi-Family ERC Adjustment Factor.

"**National Categorical Pretreatment Standard**" means any regulation containing Pollutant Discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Clean Water Act (33 U.S.C. 1317) which applies to a specific category of Industrial Users.

"**National Pollutant Discharge Elimination System Permit**" or "NPDES Permit" means a permit issued pursuant to Section 402 of the Clean Water Act (33 U.S.C. 1342).

"**New Source**" means the following:

(1) Any facility subject to this Section whose first discharge to the sewer system occurs after July 14, 2017 and must comply immediately upon commencement of discharge.

Any building, structure, facility, or installation from which there is (or may be) a discharge or pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Clean Water Act (33 U.S. C. 1347) that will be subject to standards promulgated in accordance with that Section, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or

(c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent Sources, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.

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(2) Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1) (b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a New Source as defined under this Section has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous onsite construction program

(i) Any placement, assembly, or installation of facilities or equipment; or

(ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of New Source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this Section.

"Noncontact Cooling Water" means water used for cooling which does not come into direct contact with any raw material, product, byproduct, or waste.

"**Non-Residential**" means use classifications that are not residential in nature, and include: commercial, industrial, government, institutional, campgrounds, nursing homes, motels, hospitals, and similar use classifications.

"**Notice to Show Cause" or "NSC**" means a written notice issued by the County giving a Person opportunity to demonstrate to the County why a permit should not be revoked or service terminated.

"**Notice of Significant Violation**" or "**NOSV**" means a written notice provided by the County when it has been determined that a significant violation has occurred.

"**Ordinance" or "Utility Ordinance**" means this Ordinance as adopted, amended, or supplemented.

"**Other Waste**" means municipal refuse, decayed wood, sawdust, shavings, bark, lime, sand, ashes, offal, oil, tar, chemicals, and all other substances as distinct from Domestic Waste, Industrial Waste, or Food Waste.

"**Owner**" means the owner of the freehold real estate, as appears by deed of record, agreement for deed, or properly executed contract for purchase.

"**Parcel**" means a tract of land or group of contiguous, compact lots under single ownership, identified as a Parcel on the Property Appraiser's maps.

"Pass Through" means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges

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from other sources, is a cause of a violation of any requirement of County NPDES permit, including an increase in the magnitude or duration of a violation.

"**Permit**" means written approval by the Director that allows a Person to proceed with something regulated by this Ordinance or the LDC, or to discharge into the County Wastewater System.

"Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

"pH" means a measure of the acidity or alkalinity of a solution, expressed in standard units.

"**Point of Delivery/Connection**" means the point of transition between the County and Private utility infrastructure. Typically, this occurs at the connection on the Customer's side of the water or reclaimed water meter, however in certain instances may occur at the public right of way or dedicated utility easement. For Wastewater, the Point of Delivery/Connection is at the public right of way or dedicated utility easement.

"Pollutant" means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

"**Pollution**" means the man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

"**Pretreatment**" means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical or biological processes, process changes or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

"**Pretreatment Requirements**" means any substantive or procedural requirement related to pretreatment imposed on a User other than a Pretreatment Standard.

"**Pretreatment Standards**" means prohibited discharge standards, Categorical Pretreatment Standards, and Local Limits.

"Private Well" means a water supply well which is constructed and operated to supply water to a private property or a private use (i.e. private water system) as defined by Chapter 62-532 F.A.C., and is typically permitted through the Florida Department of Health.

"**Prohibited Discharge Standards or Prohibited Discharges**" means the absolute prohibitions against the discharge of certain substances under Section 17 of this Ordinance or the County's Land Development Code, whichever is most stringent.

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"**Project**" means the proposed Development of a particular Parcel or Parcels of land involving a land use or group of land uses at a particular density and/or intensity pursuant to a development order.

"**Publicly Owned Treatment Works" or "POTW**" means a treatment works, as defined by Section 212 of the Clean Water Act (33 U.S.C. §1292) which is owned by the County. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a wastewater treatment plant.

"**Rate Blocks**" means volumes of water consumption within specific limits as provided for in the Utility Rate Tariff.

"**Reclaimed Water**" or "Reuse" means water that has received at least the minimum level of treatment and disinfection specified in either the Florida Administrative Code (FAC) or specific permits and is reused after flowing out of a domestic Wastewater Treatment facility. It may also include other water sources as determined by the Director.

"**Reclaimed Water Line**" means a Reclaimed Water transmission or distribution line.

"**Reclaimed Water System**" means and shall include any system, facility or property, and additions, extensions and improvements thereto, designed to convey and distribute Reclaimed Water to one or more users of Reclaimed Water.

"Reclaimed Water Treatment Plant" means that portion of the County Reclaimed Water System, which is designed to provide non-potable water through the treatment of wastewater effluent and/or other water sources including water supply, onsite storage and high service pumping.

"**Residential**" means a use classification relating to or consisting of housing providing living accommodations including Single-Family, Duplex, or Multi-Family Dwelling Units.

"**Sanitary Convenience**" means facilities such as toilets, sinks, and drains used to convey sanitary Wastewater.

"**Sanitary Sewer**" means a Sewer carrying domestic and/or non-domestic waste, to which storm, surface, and groundwater are not intentionally admitted.

"**Septic Tank**" means a watertight receptacle constructed to promote separation of solid and liquid components of wastewater to provide limited digestion of organic matter, to store solids, and to allow clarified liquid to discharge for further treatment and disposal into a drain field. Septic Tank systems are regulated by Chapter 64E-6, F.A.C.

"**Septic Tank Waste**" means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

"**Septic Tank Waste Hauler**" means a person that pumps Septic Tank Waste from holding tanks, and transports same via a motor vehicle to a Wastewater System for disposal.

"**Service**" means the readiness and ability on the part of the County Utility to furnish and maintain Water, Wastewater, and/or Reclaimed Water service to the Point of

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Delivery/Connection for each Lot or tract (pursuant to applicable rules and regulations of applicable regulatory agencies).

"**Severe property damage**" means substantial physical damage to property and/or treatment facilities which causes the property or facilities to become inoperable, or substantial and permanent loss or damage of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

"**Sewage**" means human excrement and gray water (household showers, dishwashing operations, etc.).

"**Sewer**" means a pipe or conduit designed for carrying Wastewater.

"**Sewer Line**" means a sewer force main or gravity line or any other facility designed and used for the specific purpose of carrying Wastewater.

"Significant Industrial User" means, except as provided in sub-sections (3) and (4) of this definition:

(1) An Industrial User subject to Categorical Pretreatment Standards; or

(2) An Industrial User that:

(a) Discharges an average of twenty-five thousand (25,000) gpd or more of process Wastewater to the POTW (excluding sanitary, Noncontact Cooling Water and boiler blowdown Wastewater);

(b) Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

(c) Is designated as such by the County on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.

(3) The County may determine that an Industrial User subject to Categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical Wastewater (excluding sanitary, Non-contact Cooling Water and boiler blowdown Wastewater, unless specifically included in the Pretreatment Water Standard) and the following conditions are met:

(a) The Industrial User, prior to the County's finding, has consistently complied with all applicable Categorical Pretreatment Standards and Requirements;

(b) The Industrial User annually submits the Certification Statement required in the Certification Statements Section of this Ordinance, together with any additional information necessary to support the Certification Statement; and

(c) The Industrial User never discharges any untreated concentrated Wastewater.

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(4) Upon a finding that a User meeting the criteria in Subsection (2) of this part has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard the County may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such User should not be considered a Significant Industrial User.

"**Significant Noncompliance**" means one or more of the following violations of Wastewater Discharge limits:

(1) Chronic violations of Wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Maximum Allowable Discharge Limits;

(2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of Wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Maximum Allowable Discharge Limits multiplied by the applicable criteria (1.4 factor for BOD, TSS, fats, oils and grease, and 1.2 factor for all other pollutants except pH);

(3) Any other violation of a Pretreatment Standard or Requirement (Daily Maximum, long-term average, Instantaneous Maximum Allowable Discharge Limit, or narrative standard) that the Director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

(4) Any Discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Director's exercise of its emergency authority to halt or prevent such a Discharge;

(5) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a Wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with Categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation(s), which may include a violation of Best Management Practices, which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

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"**Significant Violation**" means a violation which remains uncorrected forty-five (45) days after notification of non-compliance; or which is part of a pattern of non-compliance over a twelve (12) month period; or which involves a failure to accurately report noncompliance; or which resulted in the Director exercising emergency authority.

"**Sludge**" means any solid or semisolid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water treatment plant, or air pollution control facility exclusive of the treated effluent from a wastewater treatment plant.

"Slug Load" or "Slug Discharge" means any discharge at a flow rate or concentration which could cause a violation of the prohibited Discharge standards in Section 17 of this Ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference, Pass Through or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

"Specifications" means the specifications contained in the St Johns County Utility Department Water, Wastewater, and Reclaimed Water Standards Manual.

"Standards" means the minimum design standards contained in the St Johns County Utility Department Water, Wastewater, and Reclaimed Water Standards Manual.

"Standard Drawings" means the detailed drawings contained in the St Johns County Utility Department Water, Wastewater, and Reclaimed Water Standards Manual.

"Storm Water" means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation**.**

"St. Johns County Utility Rate Tariff" means a defined schedule of rates, fees and charges known as the Utility Rate Tariff.

"**Subdivision**" means any vacant or improved property that is divided into two (2) or more Lots, Parcels, sites, Plats, Tracts, or interests for the purpose of Development. Subdivision includes re-subdivision.

"**Tapping Fee**" means fees charged for making a new or resized water, reclaimed water, and or wastewater tap or meter installation.

"Total Suspended Solids" or "Suspended Solids" means the total suspended matter that floats on the surface of, or is suspended in Water, Wastewater, or other liquid, and that is removable by laboratory filtering.

"Transmission Reclaimed Water Infrastructure" means the piping, storage, pumping and appurtenances transporting Reclaimed Water from a point of interconnection with a Wastewater Treatment Plant and/or other major Reclaimed Water treatment facilities owned either by the County or by others to point(s) of connection with Reclaimed Water Distribution Facilities.

"Transmission Water Infrastructure" means the piping, storage, pumping and appurtenances transporting potable water from a point of interconnection with a Water

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Treatment Plant and/or other major water treatment facilities owned either by the County or by others to point(s) of connection with Water Distribution Facilities.

"Transmission Wastewater Infrastructure" means the piping, storage, pumping and appurtenances transporting wastewater from a point(s) of connection with Wastewater Collection Facilities to a point(s) of interconnection with a Wastewater Treatment Plant and/or other major wastewater collection facilities owned either by the County or by others.

"**Treated**" means reducing the pollution content in Wastewater to required Discharge standards.

"**Unit**" means a Dwelling Unit for residential uses. For nonresidential uses, "Unit" means a room or rooms connected together, constituting a separate independent establishment for use by a business, government, or other organization or entity, physically separated from other rooms or units, which may be in the same structure.

"**Unit Connection Fee**" means the fees established by this Ordinance, which are designated to recover costs associated with treatment and major transmission improvements installed and funded by the Utility to provide system capacity benefits for new service connections and existing connections requesting additional service.

"**Untreated**" means Wastewater, which does not receive any treatment prior to discharge.

"**Upset**" means an exceptional incident in which there is unintentional and temporary noncompliance with permitted pretreatment standards because of factors beyond the reasonable control of the Industrial User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

"**User**" means any Person that Discharges, causes, or allows the Discharge of Wastewater into the County Wastewater System or any Connected System.

"**Utility Department**," "**The Department**," "**The Utility**," or "**County Utilities**" means the St. Johns County Utility Department.

"**Volume Charge**" means charge for water, wastewater, and/or reclaimed water service calculated by multiplying the Volume Rate by the gallons of water and/or reclaimed water consumed as identified by the Account Holder's monthly metered water and/or reclaimed water consumption, in thousands of gallons.

"**Volume Rate**" means a price per thousand (1,000) gallons or other measure of metered Water, Wastewater, and/or Reclaimed Water consumption.

"Wastewater" means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are delivered to the POTW.

"**Wastewater Service Area**" means the area served or designated to be served by the St Johns County Utility Wastewater System.

"Wastewater Collection Facility" means the gravity and pressurized forcemain piping, pump station facilities, and other related appurtenances providing availability of wastewater

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collection service from a Point of Delivery/Connection with a property to a point of interconnection with Transmission Wastewater Infrastructure.

"Wastewater System" means and shall include any plant, system, facility or property, and additions, extensions and Improvements thereto at any future time constructed or acquired as part thereof, useful or necessary or having a present capacity for future Use in connection with the collection, treatment, purification and disposal of Wastewater of any nature or originating from any source. Without limiting the generality of the foregoing definition, Wastewater System shall include treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains and all necessary appurtenances and equipment, all Wastewater mains and laterals for the reception and collection of Wastewater from premises connected therewith, and all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever relating to any such system and necessary or convenient for the operation thereof.

"**Wastewater Treatment Plant**" means that portion of the County Wastewater System which is designed to provide treatment of municipal sewage and industrial waste. Wastewater Treatment Plants which produce Reclaimed Water are also known as Water Reclamation Facilities.

"**Water and/or Wastewater Treatment Capacity**" means the maximum demand that can be accommodated by the County Water and/or Wastewater Treatment facilities using the adopted Level of Service.

"**Water**" means the potable liquid obtained from the County's Water Treatment Plant and/or acquired from other sources.

"**Water Line**" means a water transmission or distribution line.

"**Water Service Area**" means the area either served or designated to be served by the St Johns County Water System.

"Water System" means and shall include any plant, system, facility or property, and additions, extensions and Improvements thereto at future times, constructed or acquired as part thereof, useful or necessary or having the present capacity for future Use in connection with the development of sources, treatment or purification and distribution of water. Without limiting the generality of the foregoing definition, Water System shall include dams, reservoirs, public supply wells, storage tanks, mains, lines, valves, pumping stations, laterals and pipes for the purpose of carrying water to the premises connected with such system, and shall include all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever relating to any such system and necessary or convenient for the operation thereof.

"**Water Treatment Plant**" means that portion of the County Water System, which is designed to obtain and treat raw water to potable water standards, including onsite storage and high service pumping.

"**WEF"** means the Water Environment Federation. Any reference to WEF standards shall mean the most recently published revision unless otherwise specified.

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SECTION 3. ACRONYMS

ADD – Average Daily Demand

ASTM – American Society of Testing Materials

AWWA – American Water Works Association

BOD – Biochemical Oxygen Demand

CFR – Code of Federal Regulations

COD – Chemical Oxygen Demand

DEP – Florida Department of Environmental Protection

DOC – Demonstration of Compliance

DRI – Development of Regional Impact

DU – Dwelling Unit

EIC – Equivalent Irrigation Connection

EPA – United States Environmental Protection Agency

ERC – Equivalent Residential Connection

ERU – Equivalent Residential Unit

FDEP - Florida Department of Environmental Protection

IU – Industrial User

IWD Permit – Industrial Wastewater Discharge Permit

LDC – Land Development Code

MRWSA – Mandatory Reclaimed Water Service Area

NPDES – National Pollution Discharge Elimination System

NSC – Notice of Show Cause

NOSV – Notice of Significant Violation

POTW – Publicly Owned Treatment Works

RCRA – Resource Conservation and Recovery Act

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SECTION 4. CONNECTIONS WITH COUNTY WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS REQUIRED WITH CERTAIN EXCEPTIONS

A. The Owner of each new Improvement within the County's Water Service Area that (1) has, (2) is required to have, pursuant to this Ordinance, the County Comprehensive Plan and/or any other County Regulation, or (3) uses, potable water, shall connect or cause such Improvement to be connected, to the County Water System. Such Improvements shall connect to the County Water System within 90 days following notification to do so by the Director. No connection shall be required where the nearest County Water Line is more than two hundred (200) feet from the property line on which the Improvement is located, or where the total length of the service line providing the Connection (water main to main structure) exceeds 500 feet with the following exception:

All new or undeveloped Subdivisions within the County's Water Service Area that are platted and recorded in the official public records of the County, and all new Planned Unit Developments (PUD), and Planned Rural Developments (PRD) which are approved by the Board, and any platted Subdivision shall have each subdivision lot or PUD/ PRD Parcel connected to, or prepared for Connection to any Water Line located within 2,640 feet (1/2 mile) that is either (i) existing and operated by the County or scheduled to be operated by the County on the date of plat approval or PUD/ PRD approval; or (ii) scheduled to be constructed and operated by the County within one year after submission of plans by an Applicant for construction permit review; or (iii) included in a required Development Agreement and/or Cost Share Agreement for an area that includes the planned improvements.

B. The Owner of each Improvement within the County's Wastewater Service Area that is currently using or required to use Wastewater treatment facilities, or from which Wastewater is discharged, shall connect, or cause such Improvement to be connected, to the County Wastewater System when such Improvement meets any of the following criteria:

(1) A single-family residential zoned parcel property line on which the Improvement is located is within 100 feet of a County sewer line and the Improvement can be served by gravity flow to the County sewer line; or

(2) The single-family residential zoned parcel property line of such Improvement is within 200 feet of a County Sewer Force Main, the distance between the Force Main to the main structure does not exceed 500 feet, and the Environmental Health Department will not issue a permit for the repair of an existing septic system; or

(3) A parcel that is zoned other than single family residential property line of such Improvement is within 500 feet of a County Gravity Sewer Main or 1,320 feet (1/4 mile) of a County Sewer Force Main, or the Environmental Health Department will not issue a permit for the repair of an existing septic system; or

(3) The property is:

a. located within a new or undeveloped Subdivision that is platted and recorded in the official public records of the County; or

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b. a new Planned Unit Development (PUD), or Planned Rural Development (PRD) approved by the Board; or

c. a platted subdivision with lots within the Subdivision or PUD/ PRD Parcel connected to, or prepared for Connection to any Sewer Line located within 2,640 feet (1/2 mile) that is either: (i) existing and operated by the County or scheduled to be operated by the County on the date of plat approval or PUD/ PRD approval; or (ii) scheduled to be constructed and operated by the County within one year after submission of plans by an Applicant for construction permit review: or (iii) included in a required Development Agreement and/or Cost Share Agreement for an area that includes the planned improvements.

Such Improvements shall connect to the County Wastewater System prior to receipt of a certificate of occupancy or within 90 days following notification to do so by the Director.

C. All new Residential Developments that are platted and recorded in the official public records of the County, all new Non-Residential Development parcels, and all new PUD/ PRD that are approved by the Board which are located within the County's Mandatory Reclaimed Water Service Area (MRWSA) shall install Reclaimed Water facilities. Connection to the Reclaimed Water System within the MRWSA shall be mandatory for each Improvement which has lawn or landscaping within the subdivision or PUD/ PRD. The following exceptions shall apply regarding infrastructure and required connection within the MRWSA:

(1) Single Family Residential Developments which will have less than 20 units at buildout, notwithstanding any phasing, and the boundary for which is located greater than 500 feet from the existing or proposed Reclaimed Water system as documented by the issued Utility Availability Letter.

(2) Multi-Family or Non-Residential Properties which (i) are not part of a larger PUD/PRD which is required to install Reclaimed Water Service, (ii) will have a landscaped irrigable area less than 0.25 acres at buildout, and (iii) are located more than 500 feet from the existing or planned expansion of the Reclaimed Water System which will be completed within 2 years.

(3) Multi-Family or Non-Residential Properties which (i) are not part of a larger PUD/PRD which is required to install Reclaimed Water Service, and (ii) which will have a landscaped irrigable area less than 2 acres at buildout and (iii) are located greater than 1,000 feet from the existing or planned expansion of the reclaimed water system which will be completed within 2 years.

(4) Existing Residential or Non-Residential properties which perform property Improvements which do not require rezoning or increase the intensity of usage or demand for Reclaimed Water.

If a project within the MRWSA qualifies for an exemption for reclaim water connections for irrigation, an alternative water source must be utilized for irrigation that is separate from the potable water distribution system. In no case shall potable water be utilized for irrigation.

All new Subdivisions that are platted and recorded in the official public records of the County, and all new PUD/ PRD that are approved by the Board which are located outside of the County's Mandatory Reclaimed Water Service Area (MRWSA) shall install separate water

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distribution facilities that will be supplemented with alternate water supplies for irrigation. The following exceptions shall apply regarding infrastructure and required connection located outside of the MRWSA:

(1) Single Family Residential Developments which will have less than 50 units at buildout, notwithstanding any phasing, and the boundary for which is located greater than 500 feet from the existing or proposed Reclaimed Water system as documented by the issued Utility Availability Letter.

(2) Multi-Family or Non-Residential Properties which (i) are not part of a larger PUD/PRD which is required to install Reclaimed Water Service, (ii) will have a landscaped irrigable area less than 0.25 acres at buildout, and (iii) are located greater than 500 feet from the existing or planned expansion of the Reclaimed Water System which will be completed within 2 years.

(3) Multi-Family or Non-Residential Properties which (i) are not part of a larger PUD/PRD which is required to install Reclaimed Water Service, (ii) which will have a landscaped irrigable area less than 2 acres at buildout, and (iii) are located greater than 1,000 feet from the existing or planned expansion of the reclaimed water system which will be completed within 2 years.

(4) Existing Residential or Non-Residential properties which perform property Improvements which do not require rezoning or increase the intensity of usage or demand for Reclaimed Water.

The properties that qualify for this exception which are not required to install separate irrigation water distribution facilities shall implement an approved water conservation plan which shall include the following conservation practices:

(1) Smart irrigation controller systems utilizing soil moisture sensors.

(2) Florida Friendly or Xeriscape Landscaping.

(3) Water conservation Best Management Practices (BMP).

A map of the MRWSA is presented in Appendix A, Exhibit G of this Ordinance. The MRWSA may be revised from time to time by resolution of the Board as deemed technically necessary.

D. Notwithstanding paragraphs A, B, and C above, unless required by the Comprehensive Plan, Land Development Code, or by Rule 64E-6, F.A.C., there is no mandatory requirement that an existing Improvement connect to the County's Water, Wastewater, and/or Reclaimed Water System when, as part of its normal operations, such existing Improvement has been and is regularly operating, maintaining and using its own Water and/or Wastewater facility immediately prior to the County (i) installing or operating Water , Sewer, or Reclaimed Water Lines capable of serving such Improvement, and (ii) making County water, Wastewater, and/or Reclaimed Water service available to such existing Improvement. Should an existing well casing require repair or replacement where a permit is required for the work to be done and there is a County water line within two hundred (200) feet from a property line, the improvement shall be connected to the County Water System, provided the total length of the service line to the main structure does not

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exceed 500 feet. Should a septic tank or other onsite Wastewater treatment system require repair or replacement where a Permit is required for the work to be done and there is a County gravity sewer line within one hundred (100) feet from a property, the improvement shall be connected to the County Wastewater System, provided the sewer main distance to the main structure does not exceed 500 feet. In addition, existing Improvements must be demonstrated to be performing in accordance with Florida Department of Environmental Protection (FDEP) and St. Johns River Water Management District (SJRWMD) regulations, with no violations.

E. Unless otherwise authorized by the Director, any Person or Large User required to or otherwise requesting to interconnect to the Reclaimed Water System shall first sign a Base User Agreement or Large User Agreement with the County substantially in the form provided in Appendix A, Exhibit H and I, respectively, of this Ordinance.

F. This Ordinance does not require or entitle any person to cross the private property of another person to make any Water, Wastewater, or Reclaimed Water Connection.

G. It shall be unlawful for any Person that has connected to the County Water, Wastewater, or Reclaimed Water Systems in accordance with the requirements of this Ordinance to subsequently disconnect from the County System and/or connect their plumbing system to another water supply source, wastewater disposal system, or reclaimed water system without the prior written approval of the Director.

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SECTION 5. LINE EXTENSION PROGRAM

A. Water Main Extensions:

The County may design and construct certain Line Extensions through a Line Extension project, if such a project meets the following minimum criteria and the Line Extension infrastructure charge is paid by the applicant as provided below:

1. A Line Extension request must be submitted by the Owner of the property seeking service, not a tenant or other occupant.
2. The request seeks service to existing Single Family Dwellings only, not commercial property.
3. The Property requesting service is 200 feet or less from existing infrastructure.
4. The Line Extension would not cross any Roadway classified as a Major Collector, Arterial, or State Road, as defined in the Land Development Code.

Proposed Line Extension projects that do not meet the above minimum criteria shall be fully designed, permitted, and constructed by the Person requesting service, and shall comply with the Standards. The Department reserves the right to reject or cancel Line Extension projects at any time, if it is determined by the Department, and approved by the Director, that the project is either technically or financially infeasible, and shall notify the requester of any such determination as soon thereafter as reasonably possible.

In addition to unit connection, meter, tap and other applicable fee(s), a Line Extension infrastructure charge shall be estimated by the Department and charged for each project qualifying for this program, to reflect Line Extension design, permitting and construction costs. The charge shall be based on current unit costs for necessary continuing contractors and for utility supplied materials and labor plus 25%. The Department may also charge a Line Extension estimate fee, as provided in the Utility Rate Tariff, Schedule H, reflecting Department staff time and resources for preparing the estimate, which such fee shall be paid by the Applicant for a Line Extension prior to preparation of the estimate of the Line Extension Infrastructure Charge. The final Line Extension infrastructure charge for each project shall be based upon the Line Extension estimate and shall be paid by the Applicant, together with payment of all other applicable fees required for connection, prior to commencement of the Line Extension project design. All estimates of the Line Extension Infrastructure Charge shall be valid only for 90 business days. All fees and charges shall be non-refundable.

B. Sewer Line Extensions:

To protect water quality and align with state goals, sewer line extension projects are streamlined with a septic to sewer infrastructure charge per the Utility Rate Tariff, Schedule H. This infrastructure charge may be financed with unit connection fees through the process outlined in Section 25. No additional tapping fee is required.

The County may design and construct certain Line Extensions through a Line Extension project, if such a project meets the following minimum criteria and the Line Extension infrastructure charge is paid by the applicant as provided below:

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1. A Line Extension request must be submitted by the Owner of the property seeking service, not a tenant or other occupant.
2. The request seeks service to Single Family Dwellings only, not commercial property.
3. The Property requesting service is less than 1,000 feet from existing infrastructure.
4. There are a minimum number of connections on the new force main to maintain adequate flow for operations (one connection for up to 200 feet, three connections for 201-500 feet, and five connections for 501-1,000 feet).
5. The Line Extension would not cross any Roadway classified as a Major Collector, Arterial, or State Road, as defined in the Land Development Code.

C. General Conditions:

Proposed Line Extension projects that do not meet the above minimum criteria shall be fully designed, permitted, and constructed by the Person requesting service, and shall comply with the Standards. The Department reserves the right to reject or cancel Line Extension projects at any time, if it is determined by the Department, and approved by the Director, that the project is either technically or financially infeasible, and shall notify the requester of any such determination as soon thereafter as reasonably possible.

The County reserves the right to extend service lines as necessary to provide service when in the best interest of the County, which shall be facilitated by a service agreement approved by the Board.

The County reserves the right to dictate sizing and extension to the farthest property line to ensure future service and optimize regional benefits.

SECTION 6. REGULATION OF WATER, WASTEWATER, AND RECLAIMED WATER CONNECTIONS FOR IMPROVEMENTS; METERS REQUIRED

A. All Connections shall be made and meters installed in accordance with rules and regulations which shall be adopted from time to time by resolution of the Board, which rules and regulations may provide for a tapping fee for making any such Connections and installing any such meters in such reasonable amount as the Board may fix and determine by resolution. The Director may for good cause and upon such conditions as may reasonably assure him that all monthly user rates will be timely paid, allow the use of one Connection and/or meter by more than one (1) Unit. Nothing herein shall be deemed to prevent the County from establishing and charging Wastewater rates based upon water consumption monitored by water meters.

B. Every Connection shall be made in accordance with the Manual. In the event a connection is not made as outlined in the Manual, the Director shall, at his option, 1) complete the Connection in accordance with the Manual's requirements at the expense of the Owner of the premises being served and have a stop cock/valve installed. The expenses shall include parts, materials, and labor plus 25% of the cost of such expenses; or 2) cause the service to be disconnected after a 30-day notice has been provided in writing mailed or delivered to the Account Holder's last known address according to Department records; or 3) cause the service

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to be immediately disconnected where such connection is deemed a risk to public health and/or safety. In the event of immediate disconnection, the Department shall notify the Account Holder initially either by direct contact or written notice left on the property (i.e. door hanger notice) and subsequently by written notification mailed or delivered to the Account Holder's last known address. The Department shall bill the Account Holder for expenses for disconnection including parts, materials, and labor plus 25% of such said expenses.

C. All Service from a County water main on County right-of-way/utilities easement to the property line must be installed by the Utility Department or, upon written request and approval by the Director, by a utility contractor licensed to operate within the State of Florida, in accordance with the Manual, and at the expense of the Applicant. Each Unit with separate Applicants must be supplied by a separate service pipe from the meter to the Improvement.

D. All Persons using the County Water and/or Wastewater System shall provide for the use of County water meters to monitor all water entering any Unit using potable water and/or from which sewage or wastewater is discharged. Water Meters shall only be utilized for potable water service and shall not be issued for irrigation only purposes following the effective date of this Ordinance, unless specifically authorized by the Director. All Persons receiving service from the County Reclaimed Water System shall provide for the use of County reclaimed water meters to measure all reclaimed water utilized for irrigation of property.

E. The Owner of parcels with multiple buildings or improvements located on the property to receive County Water and/or Wastewater Service shall construct and pay for facilities required to provide the appropriate service to all buildings or improvements located on the property. In cases where there are multiple buildings or improvements on a parcel which are individually addressed, the buildings/improvements shall be individually metered.

E. Application and fees. The owner of any building or his Agent shall make Application on a form furnished by St. Johns County prior to making a Connection to the County Water, Wastewater, or Reclaimed Water System. The application shall be supplemented by such plans, specifications, and other information considered pertinent by the Director. The appropriate Unit Connection Fee shall be paid to St. Johns County before a Connection is approved.

F. Owner's responsibilities. All costs and expenses incident to the installation and Connection of a Building Water, Wastewater, or Reclaimed Water System shall be borne by the Owner. The Owner's Building Water, Wastewater, and Reclaimed Water installation shall be subject to inspection and approval by the County Utility Department. The Owner shall grant the Department easements in cases where County owned and maintained utility infrastructure is required to be located on private property in order to provide service.

G. Separate Sewer required. A separate and independent Building Sewer shall be provided for every building, except where one building stands at the rear of another on an interior lot and no private Sewer is available or can be constructed to the rear building through an adjoining alley, court yard, easement, or driveway. In that case, the Building Sewer from the front building may be extended to the rear building and the whole considered

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as one Building Sewer. However, independent Building Sewer shall be required when the rear Building discharge is a permitted user under the Utility Ordinance.

H. Design and construction. The size, slope, alignment, and construction materials of a Building Sewer, and the methods to be used in excavating, placing the pipe, jointing, testing, and backfilling the trench, shall conform to the Manual.

I. All Reclaimed Water Systems must be designed, installed and used in accordance with Chapter 62-610 Florida Water Resource Management Rules. These rules include, but are not limited to, approved uses of Reclaimed Water, setback distances, cross-connection controls, hose bibs, signage and separation from water lines.

J. Where connection to a Reclaimed Water is required under Section 4 of this Ordinance, installation of a second potable meter for the purpose of irrigating with Water shall be prohibited.

K. It shall be unlawful for any Person, entity, or customer to sell barter, trade or otherwise transfer Water, Reclaimed Water, or Wastewater to any other Person, person entity or customer without written authorization from the Director.

L. The County reserves the right to temporarily interrupt service to any Person, entity or Customer from any portion of, or the entire Reclaimed Water System, as deemed necessary by the County.

M. Runoff connections prohibited. It shall be unlawful for any Person to connect roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a Building Sewer or building drain connected directly or indirectly to the County Wastewater System.

N. Industrial floor drains prohibited. Floor drains located in industrial settings, rooms with generators, or other areas where fuel, oil, chemicals, or other materials prohibited under Section 17 of this Ordinance are stored or routinely used shall not be connected directly to the County Wastewater System.

O. Grease interceptors and oil/water separators shall be required in accordance with the current St. Johns County Oil and Grease Management Ordinance. All interceptors shall be of a type and capacity specified by the Manual and shall be regularly cleaned and maintained by the Account Holder for adequate performance.

P. Connection requirements. The Connection of the Building Sewer to the County Wastewater System shall conform to the requirements of the building and plumbing code and other applicable rules and regulations adopted by St. Johns County.

Q. Grinder Pump Operational Requirements. Owners of private pump stations connected to the County system that utilize grinder pumps shall operate the pumps so as to remove 95 percent of the wet well contents during each pumping cycle. Owners of private pump stations may be required to modify or upgrade pumping equipment, at their expense, in such manner as may be identified by the Director to address system service conditions.

R. Public safety and property. All excavations for Building Sewer, Water, and/or Reclaimed Water installation shall be adequately guarded with barricades and lights in order

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to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner and to a condition satisfactory to the Department.

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SECTION 7. CROSS CONNECTIONS BETWEEN SYSTEMS PROHIBITED; INSTALLATION OF AND STANDARDS FOR BACKFLOW PREVENTION DEVICES

Cross connections between the County Water System, Reclaimed Water System, and other water sources, systems, or equipment (including private wells) are hereby prohibited, except as provided for in the Cross-Connection Control Program Manual for Cross-Connection Control and Backflow Prevention, adopted by Resolution No. 2018-151, as may be amended from time to time, and in compliance with Rule 62-555.360(2), F.A.C. Violations of the provisions of the Cross-Connection Control Program Manual for Cross-Connection Control and Backflow Prevention, adopted by Resolution No. 2018-151, as may be amended from time to time, shall be prosecuted as provided in Section 36 of this Ordinance.

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SECTION 8. UNLAWFUL CONNECTIONS AND INTERFERING WITH HYDRANTS OR WATER, WASTEWATER, AND/OR RECLAIMED WATER SERVICES ARE PROHIBITED

A. It shall be unlawful for any person to connect to any County Water, Wastewater, and/or Reclaimed Water Line except as authorized by this Ordinance. If not existing, the County may install lateral lines from the County main lines to the property line of the Lot or Parcel to be connected to the County Water, Wastewater, and/or Reclaimed Water System. The cost of such lateral line(s) shall be charged to the property Owner. No person shall connect a sewer line to a County Sewer Line, a water line to a County Water Line, or a reclaimed water line to a County Reclaimed Water Line without the prior written authorization of the Director, and unless installed in the manner specified by the Manual. Once so connected, such Person shall not connect, or allow to be connected, to the Water Line, any other water or reclaimed water lines or sources of water without the prior written authorization of the County. It shall be unlawful for any Person to discharge sewage or Wastewater into the County Wastewater System from a private sewer line that serves additional Users unless such Person has the prior written authorization of the County and unless an approved meter has been installed that measures the wastewater leaving each Unit that generates such wastewater.

B. It is unlawful for any person to interfere, or in any way tamper with any County fire hydrants, wells, reservoirs, basins, or with the Water in the same, or with the Water mains, pipes, plugs, meters or Connections, or to make any Connection therewith by tapping any of the pipes, mains, or fire lines without the written authorization of the Director, or to make any Connection in violation of the provisions of this Ordinance, or to knowingly permit such Connection or tapping to be made on the Person's property, in the Person's ownership, possession or control, or to knowingly use Water from such unauthorized Connection, unless the Person has received written authorization to do so by the Director and after approval of plans and specifications in accordance with the Water, Wastewater, and Reclaimed Water Standards Manual.

C. Unauthorized usage prohibited. It shall be unlawful for any Person to disturb, use, alter, or make connection to the County Water, Wastewater, and/or Reclaimed Water System without prior written permission from the Director.

D. If the Account Holder or any occupant of the premises served under the Person's account shall violate any provision of this section, then the County may remove and confiscate equipment or materials used for the illegal connection. The Account Holder shall be liable for any costs, expense, or loss of revenues suffered by the County because of violation.

E. Violation of this section may be prosecuted as provided in Section 36.

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SECTION 9. CONSTRUCTION OR ALTERATION OF WATER DISTRIBUTION SYSTEM, WASTEWATER COLLECTION SYSTEM, OR RECLAIMED WATER DISTRIBUTION SYSTEM CONNECTED TO THE COUNTY WATER, WASTEWATER, OR RECLAIMED WATER SYSTEM.

A. No Person shall construct a new water distribution system that is to be connected to the County Water System or substantially alter or improve any water distribution system that is connected to the County Water System, until the Director has first determined such construction to be in conformance with this Ordinance, County Water System specifications and is compatible with any long-range County Water System infrastructure plans that have been approved by the Board.

B. No Person shall construct a new wastewater collection system that is to be connected to the County Wastewater System or substantially alter or improve any wastewater collection system that is connected to the County Wastewater System, until the Director has first determined such construction to be in conformance with this Ordinance, County Wastewater System specifications, and is compatible with any long-range County Wastewater System infrastructure plans that have been approved by the Board.

C. No Person shall construct a new reclaimed water distribution system that is to be connected to the County Reclaimed Water System or substantially alter or improve any reclaimed water distribution system that is connected to the County Reclaimed Water System, until the Director has first determined such construction to be in conformance with this Ordinance, County Reclaimed Water System specifications and is compatible with any long range County Reclaimed Water System infrastructure plans that have been approved by the Board.

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SECTION 10. CONNECTION OF IMPROVEMENTS WITHIN AREAS SERVED BY WATER, WASTEWATER, AND/OR RECLAIMED WATER UTILITY SYSTEMS ACQUIRED BY THE COUNTY

With respect to residences, businesses, and other Improvements to be connected to any Water, Wastewater and/or Reclaimed Water System hereafter acquired by the County, the Board may establish by resolution Water, Wastewater and/or Reclaimed Water Unit Connection Fees, tapping fees, deposits, and charges that differ in amount or manner of payment from the corresponding fees, deposits, and charges imposed elsewhere in the County for connecting to the County Water, Wastewater and/or Reclaimed Water System. Such fees, deposits, and charges shall be fixed by resolution in amounts that are reasonable in consideration of the value of the particular water, wastewater and/or reclaimed water utility system acquired or purchased by the County, the acquisition cost incurred by the County for the utility system, any anticipated costs to place the utility system into operation or proper working order, or compliance with the Manual and such other factors as may be deemed pertinent. Each such resolution shall be adopted at or about the time of approval by the Board of acquisition of a utility system in order for the proposed resolution to be evaluated in conjunction with the decision on whether to acquire the utility system. A separate resolution may be adopted by the Board for Connections in the area served by each Water, Wastewater and/or Reclaimed Water System hereafter acquired by the County. The terms of such resolutions shall not contravene the provisions of any County Water, Wastewater and/or Reclaimed Water System bonds. This section applies only to: (i) any water system that includes at the time of acquisition by the County substantially completed distribution and/or Water Treatment facilities; (ii) any wastewater system that includes at the time of acquisition by the County substantially completed Wastewater collection and/or Wastewater Treatment facilities; and (iii) any Reclaimed Water system that includes at the time of acquisition by the County substantially completed Reclaimed Water distribution and/or Reclaimed Water Treatment facilities.

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SECTION 11. MAINTENANCE OF PLUMBING SYSTEMS

A. The Owner of every Improvement, Lot or Parcel connected to the County Water, Wastewater, and/or Reclaimed Water System shall be responsible for maintaining and keeping clear and in good repair the water, sewer, and reclaimed water pipes connecting the plumbing of Improvements thereon with the lines of the County System, and for maintaining and keeping the meter site accessible to County personnel and free of debris, shrubbery, and overgrowth within a two-foot radius of the meter box. Failure by the Owner to keep the meter site(s), pipe(s) and line(s) leading from the Owner's plumbing system to the County line(s) clean and maintained in accordance with this Section will give the County the right to close or disconnect the County water Connection to the Owner's meter site, pipe(s) and/or line(s), which shall not be reconnected or reopened until the Owner's meter site, pipe(s) and/or line(s) are cleaned and maintained in compliance herewith.

B. It shall be unlawful for any Property Owner to maintain a Building Sewer Lateral in a defective condition. As used in this Ordinance, "defective condition" includes, but is not limited to:

(1) displaced joints, leaks or breaks;
(2) root intrusion;
(3) substantial deterioration;
(4) damaged, uncapped or missing sewer clean-out;
(5) damaged or missing Backflow Prevention Device;
(6) in a condition that will allow infiltration and inflow of extraneous water, including, but not limited to rain, storm water or groundwater, or which allows exfiltration of Sewage;
(7) in a condition that materially increases the possibility of a blockage or overflow;
(8) constructed without a proper permit or with materials not approved by the County;
(9) lack of a manufactured connection to the County's sewer system;
(10) otherwise in violation of County requirements; or in such a condition that the tests required by this Ordinance cannot be accomplished to the satisfaction of the County.

C. A building sewer shall also be considered defective if it contains unpermitted materials, or lacks a manufactured connection to the main sewer, or is otherwise in violation of the County's Standard Specifications. If within a period of one year, a building sewer suffers more than one blockage resulting in an overflow, that building sewer shall be considered defective.

D. All sewer laterals or sewer clean-outs which contain sump pumps, down spouts or yard drains that discharge into the Public Sewer, and all other sources of accidental, negligent or intended introduction of storm runoff or similar waters into the Public Sewer are hereby

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declared unlawful and are a public nuisance, and shall be abated by the Property Owner, who is hereby required to remove or correct such improper sewer connections.

E. Owner is responsible for unstopping and cleaning any impediment to County sewer lines from the Improvement to the property line. Owner also is required to repair any damaged sewer plumbing on the property which allows stormwater or groundwater intrusion to the County Wastewater System. Upon request from a licensed plumber, the Utility Department will make necessary repairs to a sewer service line on public right-of-way or recorded utility easement, at the Owner's cost.

F. Except as provided in paragraph H (Common Interest Developments) of this Section, all Building Sewer Laterals for those new or existing buildings, including but not limited to those serving residential, multiple residential, commercial and industrial properties, that are connected from the Improvement to the property line, shall be cleaned and inspected as required in this Ordinance and at the Property Owner's expense when any of the following events occur:

(1) The application for a certificate of occupancy for a new building.

(2) The installation of additional plumbing facilities that produce a major increase (in the sole judgment of the County) in Sewage flow from the house, building, property or other structure served.

(3) A change of use of the house, building, property or other structure served from residential to business, commercial, or other non-residential use; or from non-residential, non-restaurant, non-commercial, non-industrial to restaurant, commercial, or industrial uses.

(4) Upon repair or replacement of any portion of a Building Sewer Lateral.

(5) Upon determination by the County that the cleaning, testing, repair or replacement is required for the protection of the public health, safety and welfare.

(6) Prior to the close of escrow upon a sale or other transfer of the house, building, property or other structure served or, if there is no escrow, prior to recording a deed or other document transferring title to the house, building, property or other structure served. A transfer of ownership between family members or into a revocable or irrevocable living trust does not require testing if reassessment of property value is not required by the St. Johns County Tax Assessor.

(7) In a probate or other testamentary proceeding or in the event of a transfer pursuant to the terms of a joint tenancy termination, tenants in common termination, or other similar instrument, within one hundred eighty (180) days after the sale, transfer or conveyance of the house, building, property or other structure served.

G. The following are exceptions to the sewer lateral cleaning and inspection requirements of paragraph F of this Section:

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(1) those buildings that were built within ten (10) years or less of the enactment of this Ordinance; or

(2) buildings that have a Building Sewer Lateral that was replaced no more than ten (10) years prior to the triggering event provided in paragraph F of this Section.

H. COMMON INTEREST DEVELOPMENTS – 10 YEAR INSPECTION REQUIREMENT. The homeowners' association of a common interest development in which several individually-owned units share common sewer laterals shall provide the County with inspection verification of all privately-owned Building Sewer Laterals within the common interest areas at least once every ten (10) years for compliance with the duties and obligations imposed by this Ordinance. If no homeowners' association exists, then the individual unit owners, both jointly and individually, shall be liable for the duties and obligations with respect to Building Sewer Laterals as established by the St. Johns County Municipal Code.

I. In those instances where the Owner has a private water supply, but uses the County Wastewater System, the County shall have the right to close or disconnect the Owner's sewage pipe Connection to the County Wastewater System, and the Owner shall have no right to reconnect until the sewer pipe or line leading from the Owner's plumbing system to the County line has been maintained and cleaned and in compliance with this Ordinance. Any violation of this section by reconnecting the Owner's water line(s) or sewer line(s), before such water and/or sewer pipes and lines are cleaned and maintained in compliance with this Ordinance, shall be considered a violation of this Ordinance.

J. In the event of waste of Water or Reclaimed Water due to defective plumbing, or other reason regarding Owner's water, sewer or reclaimed water lines, or any other unreasonable waste, the Utility Department may notify the Owner of the waste, and may terminate service at the meter without further notice if not corrected immediately.

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SECTION 12. UNLAWFUL TO DAMAGE COUNTY WATER, WASTEWATER, AND/OR RECLAIMED WATER SYSTEM

It shall be unlawful for any Person to maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the County Water, Wastewater, and/or Reclaimed Water System. Costs of repairing any damage to the County Water, Wastewater, and/or Reclaimed Water System caused by such acts and costs associated with additional treatment or alternative disposal methods necessary to meet effluent or sludge treatment and disposal requirements that result from a Person's violation of this Ordinance shall be paid or reimbursed by the Person responsible for the violation(s) and/or the Account Holder. Such cost shall include the cost of material and labor plus 25%. Violation of this section may be prosecuted as provided in Section 36.

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SECTION 13. RIGHT OF ENTRY FOR PURPOSE OF MAKING INSPECTION

The Director and authorized representatives of County shall have the right to enter upon any property for the purposes of inspection, observation, measurement, sampling, testing review and/or photocopying of records, or investigations as are necessary or appropriate in the enforcement of this Ordinance or any Permit or order issued hereunder. Entry shall be made during daylight or operating hours unless abnormal circumstances require otherwise. Notwithstanding the above, in the absence of abnormal circumstances, the County shall provide a one (1) hour notice prior to entry.

A. Where a User has security measures in force which require proper identification and clearance before entry into its premises, User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Director will be permitted to enter without delay for purposes identified in this Ordinance.

B. The Director shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.

C. The Director may require User to install monitoring and sampling equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by User at User's cost and expense. All devices used to measure Wastewater flow and quality shall be calibrated annually by County/User to ensure their accuracy.

D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the Director and shall not be replaced. The costs of clearing such obstruction shall be borne by the User.

E. Unreasonable delays in allowing the Director access to User's premises shall be a violation of this Ordinance.

F. The Director is authorized to apply to a court of competent jurisdiction for an inspection warrant pursuant to Chapter 933 of the Florida Statutes or any other administrative or search warrant as may be available pursuant to law or this Ordinance.

G. The County may deny or discontinue Water, Wastewater, and/or Reclaimed Water service to any customer failing to cooperate with the Department's inspection of their property under this Ordinance.

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SECTION 14. WATER, WASTEWATER AND/OR RECLAIMED WATER LINES TO BE COUNTY PROPERTY

All Water, Wastewater, and/or Reclaimed Water Lines installed by a Developer and deeded to the County must meet the requirements outlined in the Manual and shall be the property of the County. Deeds transferring Water, Wastewater, and/or Reclaimed Water Lines to the County shall be approved by the Board and recorded in the County's official public records at the Developer's expense.

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SECTION 15. WATER, WASTEWATER AND RECLAIMED WATER CAPACITY COMMITMENTS

Capacity commitments guarantee availability of water, wastewater, and reclaimed water when they become available. The County has decided to no longer provide capacity commitments. The eleven parcels identified below have previously been provided with residential capacity commitments. Those eleven parcels are grandfathered, and their capacity commitments shall be honored by the County. These capacity commitments run with the parcel and are not otherwise transferable to other parcels.

Parcel ID 066040 0280

Parcel ID 188226 0530

Parcel ID 161225 0140

Parcel ID 172545 2410

Parcel ID 172545 0680

Parcel ID 172546 0330

Parcel ID 172546 0280

Parcel ID 188226 0260

Parcel ID 174880 0150

Parcel ID 182996 0110

Parcel ID 177310 0000

~~A. Capacity Commitments can be made upon payment by the Applicant of the Unit Connection Fees for the Equivalencies for which Capacity Commitments are requested at any time prior to the issuance of a certificate of occupancy. All Capacity Commitments made under this Section and after the effective date of this Ordinance will run with the designated Project or Parcel and cannot be transferred to another Project or Parcel without approval of the Director.~~

~~B. Upon receiving a completed Capacity Commitment Application from a Person and payment of the required application fee, the Director, when sufficient County Water, Wastewater or Reclaimed Water System, as applicable, is available, may enter into agreements to guarantee to such Applicant the availability of a specific number of Equivalencies of County Water, Reclaimed Water, and/or Wastewater capacity to the designated development as described in the completed Application. As part of the Application, the Owner or Developer shall describe each different projected Improvement and/or use within the designated development for which Equivalencies are requested and the number of each such projected Improvement and/or use.~~

~~C. A Capacity Commitment Application Fee shall be charged for each Application to cover the cost of processing and maintaining the Capacity Commitment. Payment of the Application Fee does not guarantee the Applicant a Capacity Commitment. The Application~~

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~~Fee, specified in the Utility Rate Tariff, Schedule G, may be changed from time to time by resolution of the Board.~~

~~D. When the Capacity Commitment is purchased by the Applicant through the payment of required Unit Connection Fees, the Improvements and uses described by the Applicant or Developer in his request to the County for a Capacity Commitment shall be the same as the Improvements and uses described by the Applicant in any application for permit to the DEP.~~

~~E. Prior to receiving a Capacity Commitment from the County, a Capacity Commitment Agreement (Agreement) in substantially the same form as attached hereto as Exhibit C in Appendix A, must be signed by the Applicant. If the committed Water, Reclaimed Water, and/or Wastewater Equivalencies are less than the total Water, Reclaimed Water, and/or Wastewater Equivalencies approved by the DEP and/or the County for the Applicant's Project, the Agreement will stipulate that the Applicant recognizes that the Agreement completed and issued to the Applicant is for a commitment of less Equivalencies than the total Equivalencies approved by the DEP and/or the County for the Applicant's Project; and that the County has no obligation to provide Water, Reclaimed Water and/or Wastewater capacity above and beyond the number of Equivalencies designated within the completed and issued Agreement. The form of the Agreement may be amended or changed from time to time by resolution of the Board.~~

~~F. Upon issuance of Water, Reclaimed Water, and/or Wastewater Capacity Commitments and collection of Unit Connection Fees from the Applicant for all committed Equivalencies, the County shall honor the Capacity Commitment for a period of twelve (12) months, without requiring the Applicant to connect to the system(s) or pay monthly water and/or wastewater charges.~~

~~G. If, after twelve (12) months, the holder of the Capacity Commitment has not connected the committed Equivalencies in the designated Project to the County Water, Reclaimed Water, and/or Wastewater System, or if such Connection has been made, but the physical development or vertical construction of the Project has not proceeded to such an extent that it is reasonable to assume that the committed Equivalencies can practicably be used; then, in either event, the holder of such Capacity Commitment not so connected or used shall be charged and shall pay annual Water, Reclaimed Water, and/or Wastewater Reserved Capacity Fees for the committed but unconnected or unused Equivalencies. The annual Water System Reserved Capacity Fee per committed but unconnected ERU is specified in Schedule A(1) of the Utility Rate Tariff, the annual Wastewater System Reserved Capacity Fee per committed but unconnected ERU specified in Schedule A(2) of the Utility Rate Tariff, and the annual Reclaimed Water System Reserved Capacity Fee per committed but unconnected EIC specified in Schedule A(3) of the Utility Rate Tariff.~~

~~H. As provided in Section 16 herein, the Agreement may be terminated and the Capacity Commitment may be canceled without reimbursement of Unit Connection Fees or other payments required by this Ordinance for failure to timely pay the annual Water, Wastewater or Reclaimed Water Reserved Capacity Fee, as set forth in paragraph G of this Section and/or failure to pay the Unit Connection Fees extended payments.~~

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~~I. Conditions and procedures to allow transfer of unused portions of Capacity Commitments issued to different Persons and/or Developments may be established by resolution(s) of the Board. Until such time as the Board adopts such conditions and procedures, unused portions of Capacity Commitments may be transferred to other persons and other Developments only upon review by the Director, with the approval of the County Administrator. Both the holder of the Capacity Commitment and the Person to whom the Capacity Commitment is being transferred must submit a written request to the Director. The Director's decision must be in writing and approved by the County Administrator. Any decision under this paragraph may be reviewed by the Board as outlined in paragraph F of Section 37 herein. No transfer will be permitted if the payment on account is not current.~~

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SECTION 16: RESERVED FOR FUTURE USE

~~SECTION 16. CANCELLATION OF WATER AND WASTEWATER CAPACITY COMMITMENTS AND FORFEITURE OF UNIT CONNECTION FEES~~

~~A. The Director is authorized to cancel all Capacity Commitments and declare the forfeiture of all Unit Connection Fees and other prior payments made to the County pursuant to the terms of this Ordinance upon a determination by the Director that the holder of Capacity Commitments has failed or refused to pay the total annual Water, Reclaimed Water or Wastewater Reserve Capacity Fee due for more than sixty (60) calendar days from the due date.~~

~~B. Prior to canceling any Capacity Commitment and declaring a forfeiture of the Unit Connection Fees and other payments, the Director shall provide the Capacity Commitment holder with a hearing to determine whether the delinquency for the sixty (60) day time period has in fact occurred.~~

~~C. The hearing shall be scheduled by the Director on County premises, and reasonable notice of the hearing shall be furnished to the Capacity Commitment holder at his or her last known address at least seven (7) days in advance of the hearing by registered or certified mail with return receipt or by hand delivery to the Capacity Commitment holder. If delivery of the notice cannot be accomplished by such mailing or hand delivery, notice may be given by posting the notice on the door of the last known address of the Capacity Commitment holder at least seven (7) days in advance of hearing or by publication of a legal notice in a newspaper of general circulation in the County at least seven (7) days in advance of hearing.~~

~~D. The hearing shall be held at a date, time and place specified in the notice, but shall be no earlier than ten (10) days after expiration of the sixty (60) day delinquency period.~~

~~E. At the hearing, the Capacity Commitment holder and any witnesses he may have shall be permitted to speak and furnish such papers and records as may pertain to the matter. A record shall be made of the hearing by audio recorder or other means. The Director shall determine at the conclusion of the hearing whether any portion of the annual Water, Reclaimed Water or Wastewater Reserved Capacity Fee due to County has been delinquent for more than sixty (60) days, and if so, shall cancel all Capacity Commitments and declare a forfeiture of all Unit Connection Fees and other payments. If it is found that there is no delinquency for the requisite sixty (60) day period due to accounting or billing errors on the part of the County, the Director shall so note in the records of the County. A determination that a delinquency did not exist for the sixty (60) day period shall not prejudice the County's rights to recover any unpaid annual Water and/or Wastewater Reserved Capacity Fee per ERC, or to cancel all Capacity Commitments and declare a forfeiture of all Unit Connection Fees and other payments when a delinquency for the sixty (60) day period shall thereafter accrue.~~

~~F. The Director shall notify the Capacity Commitment holder of the cancellation of all Capacity Commitments and forfeiture of all Unit Connection Fees and other payments by written notice within five (5) days after the hearing is concluded.~~

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~~G. The Capacity Commitment holder may appeal any decision of the Director by filing a written notice of appeal pursuant to Section 37 herein. A timely notice of appeal shall stay any action by the Director on the matter until the appeal is concluded.~~

~~H. Holders of Capacity Commitments may avoid cancellation and forfeiture by paying all delinquent Water, Reclaimed Water and Wastewater Reserved Capacity Fees due the County at any time prior to issuance of the written notification under paragraph F above, plus the service charge for administrative expenses specified in Schedule H of the Utility Rate Tariff. The administrative service charge shall not be imposed if payment is made prior to the issuance of the notification under paragraph C above. The administrative service charge may be changed from time to time by resolution of the Board.~~

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SECTION 17. WASTE DISCHARGE LIMITS AND PROHIBITIONS.

A. Purpose and Policy. This Ordinance sets forth uniform requirements for Users of the POTW for the Department and enables the Department to comply with all applicable State and Federal laws, including the Clean Water Act (33 USC 1251 et seq.) and the General Pretreatment Regulations (40 CFR Part 403). The objectives of this Ordinance are:

(1) To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;

(2) To prevent the introduction of pollutants into the POTW which will pass through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW;

(3) To ensure that the quality of the wastewater treatment plant sludge is maintained at a level, which allows its use and disposal in compliance with applicable statutes and regulations;

(4) To protect POTW personnel who may be affected by Wastewater and sludge in the course of their employment and to protect the general public; and

(5) To improve the opportunity to recycle and reclaim Wastewater and sludge from the POTW. This Ordinance shall apply to all Users of the POTW. The Ordinance authorizes the issuance of Wastewater discharge permits; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

Except as otherwise provided herein, the Director of Utilities shall administer, implement, and enforce the provisions of this ordinance. Any powers granted to or duties imposed upon the Director may be delegated by the Director to a duly authorized County employee.

It shall be unlawful for any User to Discharge any waste into the County Wastewater System or any Connected System unless such Discharge is in accordance with this Ordinance, the St. Johns County Utility Pretreatment Program, and the Manual.

B. Discharge Prohibitions. It shall be unlawful for any User to Discharge into the County Wastewater System or any Connected System any waste or Wastewater which causes pass through or interference. This general prohibition applies to all Users of the POTW whether or not they are subject to Categorical Pretreatment Standards or any other local, state or federal pretreatment standards or requirements. A User shall not Discharge into the County Wastewater System or any Connected System any waste or Wastewater containing any of the following:

(1) Toxic or poisonous substances, chemical elements or compounds, taste or odor-producing substances, or any other substances which (i) are not amenable to treatment or reduction by the Wastewater treatment processes employed by the County Wastewater System; or (ii) are amendable to treatment only to such degree that the substance still interferes with the biological processes or efficiency of a County Wastewater System treatment plant; or (iii) Pass Through

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a County Wastewater System treatment plant and cause the effluent therefrom, or any other product from the plant, or the Water or groundwater into which it is Discharged, to fail to meet applicable county, state, or federal standards; or which cause the County Wastewater System to be in noncompliance with Sludge, reuse, or Reclaimed Water use or disposal criteria, guidelines or regulations developed under any applicable local, state or federal regulations.

(2) Toxic, noxious, or malodorous solids, liquids, or gases which either singly or by interaction with other waste or Wastewater (i) are capable of creating a public nuisance or hazard to human or animal life; (ii) may prevent human entry into a Sewer for its maintenance, inspection, or repair; or (iii) may create any hazard in the receiving waters of the County Wastewater System.

(3) Liquids, solids, or gases which by reason of their nature or quantity are sufficient to cause fire or explosion or be injurious in any other way to the County Wastewater System or to its operation. Prohibited materials include, but are not limited to, Pollutants with a closed cup flashpoint of less than 140^{O} F (60^{O} C), using the test methods specified in 40 CFR 261.21, pollutants which St. John's County, the State of Florida, or any federal agency has determined to be a fire hazard to a POTW, and/or are Prohibited Discharges, and include, but not limited to: gasoline, kerosene, fuel oil, motor oil, naphtha, benzene, toluene, xylene, ethers, alcohols, detones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides.

(4) Radioactive Wastes or isotopes of such half-life or concentration that exceed limits established by local, state or federal regulations.

(5) Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, and swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted Wastewater except that approved by the Director in writing.

(6) Domestic wastes from septic tanks, portable toilets, or other similar facilities, unless approved by the Director in writing and Discharged only at a site designated by the Director.

(7) Petroleum, mineral and non-biodegradable cutting oils in amounts that will cause Interference or Pass Through are prohibited.

(8) Food Waste that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in public Sewers, with no particle greater than one-half (½) inch in any dimension and properly ground food waste in concentrations that prevent a County Wastewater System treatment plant from maintaining the required efficiency or cause operational difficulties. Garbage grinders may be connected to building sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.

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(9) Inert Suspended Solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or dissolved solids (such as, but not limited to, sodium sulfate) in such concentrations as to Pass Through or create an Interference with the operations of the County Wastewater System.

(10) Any waste or Wastewater having a pH lower than 5.0 S.U. exhibiting any corrosive property which either singly or by interaction with other wastes is capable of causing damage or hazard to structures, processes, equipment, or personnel of the County Wastewater System.

(11) Any waste or Wastewater having a pH higher than 9.5 S.U. which either singly or by interaction with other wastes is capable of causing damage or hazard to structures, processes, equipment, or personnel of the County Wastewater System.

(12) Volume of flow or concentrations of wastes in such concentration and/or flow as to constitute a significant load on or shock to the County Wastewater System or constituting a "Slug", such that extraordinary measures are required by County Wastewater System staff to maintain operation or protect effluent or Sludge quality.

(13) Any liquid or vapor having a temperature higher than 150^{O} F (65^{O} C) or which will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater that causes influent to County Wastewater System to exceed 104^{O} F (40^{O} C).

(14) Solid or viscous substances in such quantities or of such size as to be capable of causing obstruction to the flow in a Sewer, or other Interference with the proper operation of any Connected System, such as but not limited to grease, uncomminuted Food Wastes, animal entrails or tissues, paunch manure, bones, hair, hides or fleshings, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains or hops, waste paper, wood, plastics, rubber stoppers, tar, asphalt residues from refining or processing of fuel or lubricating oil, gasoline, naptha, and similar substances either whole or ground.

(15) Any liquid or waste causing excessive discoloration, such as but not limited to dye, printing wastes, and vegetable tanning solutions which results in a visible discoloration of the publicly owned treatment works effluent.

(16) Any pollutant including oxygen demanding pollutants (BOD, COD, etc), released in a Discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with a POTW.

(17) Trucked or hauled wastes, except as authorized by the Director.

(18) Sludges, screenings, or other residues from the pretreatment of industrial wastes.

(19) Medical wastes, except as specifically authorized by the Director in writing.

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(20) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.

(21) Detergents, surface active agents, or other substances which may cause excessive foaming at the treatment plant.

(22) Any pharmaceutical wastes in accordance with Rule 62-730.181, F.A.C.

Pollutants, substances, or Wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be Discharged to the POTW.

C. Compliance with Local Limits and National and Local Standards. No User shall Discharge Wastewater containing pollutants established for the St. Johns County POTW using standard procedures, calculations and methods acceptable to FDEP to protect against Pass Through, Interference, protection of POTW employees, and adverse effects on Wastewater residuals disposal. No industrial User shall Discharge process waste streams, unregulated waste streams, or dilute, waste streams in excess of the concentrations set forth by the Director. Local Limits shall be included as Permit conditions and attached to each SIU wastewater permit issued. The Director may allow Discharges in excess of the established local limit for oil and grease as a Permit condition upon submission, by the IU, of a technical evaluation demonstrating that the subject Wastewater will cause no adverse effects to the receiving Wastewater collection system, POTW, Wastewater residuals or Reclaimed Water generated from the POTW. Wastewater exceeding the limitations provided herein shall not cause an accumulation of grease or create any other unacceptable impact to the collection system downstream of the permitted facility, the receiving POTW, the Wastewater residuals or the Reclaimed Water generated from the POTW.

The established Local Limits are subject to change and shall be modified as needed. Modifications to Local Limits must be reviewed and approved by FDEP prior to implementation. Implementation shall be effective 30 days from notice of acceptance of the modified limits by FDEP. Permitted IUs shall be issued an addendum to their Wastewater Discharge Permit containing the new Local Limits. The Director may develop BMPs, by ordinance or in individual Wastewater Discharge Permits, to implement Local Limits and the requirements of section 17.B of this Ordinance.

Local Limits apply at the point where the Wastewater is Discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. At his discretion, the Director may impose mass limitations in addition to or in place of the concentration-based limitations. A copy of the approved Local Limits may be obtained by mailing a request to the following location:

St. Johns County Pretreatment Program
Pretreatment Specialist
P.O. Drawer 3006
St. Augustine, FL 32085-3006

Waste concentrations in excess of the National Categorical Pretreatment Standards are prohibited. It is unlawful to increase the use of process water or to dilute a Discharge as a partial or complete substitute for adequate treatment to achieve compliance with the

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limitations contained in the National Categorical Pretreatment Standards, or in any other Pollutant-specific limitation developed by St. Johns County.

D. Wastewater Discharges from any Industrial User outside the County's jurisdiction are prohibited unless regulated to the same extent as are Discharges from within the Utility Department's jurisdictional boundaries.

(1) If another municipality, or User located within another municipality, contributes Wastewater to the POTW, the Director shall enter into a multi-jurisdictional or interlocal agreement with the contributing municipality.

(2) Prior to entering into such an agreement, the Director shall request the following information from the contributing municipality:

a. A description of the quality and volume of Wastewater Discharged to the POTW by the contributing municipality or User;

b. An inventory of all Users located within the contributing municipality that are Discharging to the POTW; and

c. Such other information as the Director may deem necessary.

(3) A multi-jurisdictional or interlocal agreement, shall contain the following conditions:

a. A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this Ordinance and Local Limits, including required baseline monitoring reports (BMRs), which are at least as stringent as those of the receiving POTW. The requirement shall specify that such limits must be revised as necessary to reflect changes made to the County's Ordinance or Local Limits;

b. A requirement for the contributing municipality to update the User inventory on at least an annual basis;

c. A provision specifying which pretreatment implementation activities, including Wastewater Discharge Permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the County; and which of these activities will be conducted jointly by the contributing municipality and the County;

d. A requirement for the contributing municipality to provide the Director with access to all information that the contributing municipality or User obtains as part of its pretreatment activities;

e. Limits on the nature, quality, and volume of the contributing municipality or User's wastewater at the point where it Discharges to the POTW;

f. Requirements for monitoring the contributing municipality or User's Discharge;

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g. A provision ensuring the Director access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Director;

h. A provision specifying remedies available for breach of the terms of the multi-jurisdictional or interlocal agreement; and

i. A provision granting the County the right to take action to enforce the terms of the contributing municipality's ordinance or to impose and enforce Pretreatment Standards and Requirements directly against Users in the event the contributing jurisdiction is unable or unwilling to take such action.

E. Local Pretreatment Standards. Waste concentrations in excess of the following County Pretreatment Standards shall not be Discharged into the County Wastewater System or any Connected System. The conventional Pollutants of BOD, TSS, and COD may, at the discretion of the Director, exceed the maximum limits based on plant capacity and compatibility of the Discharge within the treatment processes.

F. Pretreatment of Wastewater. Users shall provide Wastewater treatment as necessary to comply with this Ordinance and shall achieve compliance with all Categorical Pretreatment Standards, Local Limits, the County's Oil and Grease Management Ordinance, Ordinance 2008-40, as may be amended from time to time, and the prohibitions set forth in Section 17 of this Ordinance within the time limit specified by EPA, the State, or the Director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Director for review, and shall be acceptable to the Director before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a Discharge acceptable to the County under the provisions of this Ordinance.

G. Additional Pretreatment Measures. Whenever it is deemed necessary, the Director may require Users to implement additional pretreatment measures such as:

(1) requiring Users to restrict their Discharge during peak flow periods, designate that certain Wastewater be Discharged only into specific sewers, relocate and/or consolidate points of Discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this Ordinance.

(2) requiring the installation and maintenance, on User's property and at User's expense, of a suitable storage and flow-control facility to ensure equalization of flow. A Wastewater Discharge Permit may be issued solely for flow equalization.

(3) requiring the installation and maintenance of grease, oil, and sand interceptors when, in the opinion of the Director, they are necessary for the proper handling of Wastewater containing excessive amounts of grease, oil, or sand; except that such interceptors shall not be required for Residential Users. All interception units shall

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be of a type and capacity approved by the Director, and shall comply with the County's current Oil and Grease Management Ordinance and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired in accordance with the County's Oil and Grease Management Ordinance by the User at User's expense.

(4) requiring Users with the potential to discharge flammable substances to install and maintain an approved combustible gas detection meter.

H. Hauled Wastewater

(1) Septic tank waste may only be introduced into the County Wastewater System within the digester portion of the Wastewater treatment facilities, and at such times as are established by the Director. Such waste shall not violate Section 17.B of this Ordinance or any other requirements established by the County. Septic tank waste haulers shall obtain a Wastewater Discharge Permit.

(2) The Director shall require generators and haulers of industrial waste to obtain Wastewater Discharge Permits. The Director also may prohibit the disposal of hauled industrial waste. The Discharge of hauled industrial waste is subject to all other requirements of this Ordinance.

(3) All wastes from categorical Users shall be prohibited.

(4) Permitted industrial waste haulers shall have access to the collection system for Discharges only after the following conditions have been met.

a. The waste was generated within the jurisdictional boundaries of St. John's County.

b. Analysis of the waste shows the Discharge shall not constitute a potential for violation of this Ordinance or Permit.

c. Discharge shall be at a point and at such times as designated by the Director. Discharge rate shall be monitored and controlled so as not to constitute Slug Loading.

d. A representative of the waste generator signs a statement that the analysis conducted is representative of the industrial waste hauled.

e. Identification by the waste hauler, at a minimum, of the name and address of the waste hauler and generator, permit number, truck identification, and the volume and characteristics of waste. A waste tracking form will be provided for each load to be Discharged into the County Wastewater System.

f. At no time shall a vehicle, vessel, tank, or other rolling stock come in contact with an RCRA waste.

I. Users not required to obtain a Wastewater Discharge Permit shall provide appropriate reports to the Utility Director as the Director may require.

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J. The National Categorical Pretreatment Standards as amended and promulgated by EPA and into as found at 40 CFR Chapter I, Subchapter N, Parts 405-471, are hereby incorporated and shall be enforceable under this Ordinance.

K. All owners and operators of dental facilities that remove or place amalgam fillings shall comply with the following reporting and waste management practices:

(1) For existing sources, the One-Time Compliance Report is due no later than October 12, 2020 or no later than 90 days after transfer of ownership.
(2) For new sources, the One-Time Compliance Report is due within 90 days of the start of discharge to the sewer collection system.
(3) No person shall rinse chairside traps, vacuum screens, or amalgam separators equipment in a sink or other connection to the sanitary sewer.
(4) Owners and operators of dental facilities shall ensure that all staff members who handle amalgam waste are trained in the proper handling, management and disposal of mercury-containing material and fixer-containing solutions and shall maintain training records that shall be available for inspection by the Director or designee during normal business hours.
(5) Amalgam waste shall be stored and managed in accordance with the instructions of the recycler or hauler of such materials.
(6) Bleach and other chlorine-containing disinfectants shall not be used to disinfect the vacuum line system.
(7) The use of bulk mercury is prohibited. Only pre-capsulated dental amalgam is permitted.

L. All owners and operators of dental vacuum suction systems, except as set forth in paragraphs M and N of this Section, shall comply with the following:

(1) An ISO 11143 or ANSI/ADA Standard No. 108 certified amalgam separator or equivalent device shall be installed for each dental vacuum suction system on or before July 14, 2020; provided, however, that all dental facilities that are newly constructed on and after the effective date of this ordinance shall include an installed ISO 11143 or ANSI/ADA Standard No. 108 certified amalgam separator device. The installed device must be ISO 11143 or ANSI/ADA Standard No. 108 certified as capable of removing a minimum of 95 percent of amalgam. The amalgam separator system shall be certified at flow rates comparable to the flow rate of the actual vacuum suction system operation. Neither the separator device nor the related plumbing shall include an automatic flow bypass. For facilities that require an amalgam separator that exceeds the practical capacity of ISO 11143 test methodology, a non-certified separator will be accepted, provided that smaller units from the same manufacturer and of the same technology are ISO-certified. ISO 11143" is the International Organization for Standardization's standard for amalgam separators.

(2) Proof of certification and installation records shall be submitted to the Director or designee within 30 days of installation.

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(3) Amalgam separators shall be maintained in accordance with manufacturer recommendations. Installation, certification, and maintenance records shall be available for immediate inspection upon request therefor by the Director or designee during normal business hours. Records shall be maintained for a minimum of three years.

M. Facilities with vacuum suction systems that meet all the following conditions may apply to the Director or designee for an exemption to the requirements of paragraph L of this Section:

(1) The system is a dry vacuum pump system with an air-water separator.

(2) The sedimentation tank is non-bottom draining, with the drain above the anticipated maximum level of accumulated sludge.

(3) Evidence of regular pump outs by a licensed hauler (a minimum of once a year, or more often if either directed by the manufacturer or necessary to keep solids from exiting through the drain) is maintained and open to inspection by the Director or designee during normal business hours.

(4) The system has no direct discharge pipe to the sewer on the bottom of the sedimentation tank.

An owner or operator whose facility meets conditions (1) through (4), above, may apply for this exemption by written letter to the Director. The Director or designee will review the system and, if the exemption is approved, shall provide a written letter of exemption.

An exemption obtained pursuant to this paragraph M shall expire upon installation of a new vacuum system. Upon expiration of the exemption, the facility shall comply with paragraph L of this Section before commencing further operation.

N. Dental dischargers that exclusively practice one or more of the following specialties are not subject to the requirements of this section: (1) Orthodontics; (2) Periodontics; (3) Oral and maxillofacial surgery; (4) Radiology; (5) Oral pathology or oral medicine; (6) Endodontistry and prosthodontistry.

O. Dental practices that do not place dental amalgam and do not remove amalgam except in limited emergency or unplanned, unanticipated circumstances are exempt from the requirements of this part, provided the dental practice:

(1) Submits the following statement to the County, signed by a responsible corporate officer, general partner, proprietor, or a duly authorized representative by the applicable compliance deadline:

> "This facility is a dental discharger subject to this rule (40 C.F.R. Part 441) and does not place or remove dental amalgam except in limited emergency or unplanned, unanticipated circumstances. I am a responsible corporate officer, a general partner or proprietor (if the facility is a partnership or sole proprietorship), or a duly authorized representative in accordance with the

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requirements of 40 C.F.R. § 403.12(l) of the above named dental facility, and certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.";

(2) Removes dental amalgam for limited emergency or unplanned, unanticipated circumstances, less than 5 times per year and as no more than 9% of dental procedures; and

(3) The dental practice notifies the County of any changes affecting the applicability of this certification.

P. Disposal of hauled waste from dental facilities to the sanitary sewer is prohibited in accordance with Section 17.H of this ordinance.

Q. Dental dischargers that fail to comply with this section will be considered significant industrial users, and will be subject to the requirements herein, including the compliance monitoring, reporting requirements, and enforcement remedies identified in Section 18 of this ordinance.

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SECTION 18. INDUSTRIAL WASTEWATER DISCHARGE PERMITTING

A. Applications. Application for Connection of an Industrial Waste Discharge into the County Wastewater System or any Connected System shall be supplemented with (i) a complete set of plumbing diagrams showing all lines and clearly illustrating the sampling point; (ii) information describing the type of industrial activity in which the Applicant is engaged, specifying the constituents inherent in the processes and wastes and identifying the characteristics of the Wastewater; and (iii) available reports of Industrial Wastewater quality analysis conducted by a Department of Health and Rehabilitative Services certified laboratory within 2 months of the date of application submittal. All activities related to sampling and analysis shall comply with Chapter 62-160, F.A.C., and be in accordance with Rule 62-625.600, F.A.C. Application fees shall be dependent on User classification as presented in the Utility Rate Tariff, Schedule H.

B. Wastewater Discharge Permits Required. Any Non-Domestic and/or Industrial User of the Wastewater System is subject to being required by the Director to obtain a Wastewater Discharge Permit. Director shall base his or her decision on whether to require User to submit a Wastewater Discharge Permit Application on the results of a test and/or potential of the User to discharge wastes and/or quantities of wastewater that will require process control measures to be taken at the Wastewater Treatment Facilities for permit compliance.

The Director of Utilities will evaluate the data furnished by the User and may require additional information. Within [one hundred eighty (180)] days of receipt of a complete permit application, the Director will determine whether to issue an individual wastewater discharge permit [or general permit]. The Director may deny any application for an individual wastewater discharge permit [or a general permit].

C. Wastewater Discharge Permit Application Contents. All Users required to obtain a Wastewater Discharge Permit must submit a Permit Application. The Director may require all Users to submit as part of an Application the following information:

(1) Identifying information, including but not limited to, the name and address of the facility, including the name of the operator and owner;

(2) Description of activities, facilities, and plant processes on the premises, including types of waste generated, description of nature, average production rate (including each product produced by type, amount, processes, and rate of production). This description shall include a schematic process diagram which indicates points of Discharge to the POTW from all regulated processes.

(3) Number and type of employees, hours of operation, and proposed or actual hours of operation;

(4) Each product produced by type, amount, process or processes, and rate of production;

(5) Types of waste generated and amount of raw materials processed (average and maximum per day) and chemicals used or stored at the facility which are, or

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could accidentally or intentionally be, Discharged to the County Wastewater System;

(6) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of Discharge;

(7) Time and duration of Discharges and location for monitoring all wastes covered by the permit.

(8) A list of any environmental control permits held by or for the facility;

(9) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula;

(10) Measurement of Pollutants:

a. The Categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for existing sources.

b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Director, of regulated Pollutants in the Discharge from each regulated process.

c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.

d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in the analytical requirements section of this Ordinance. Where the standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable standards to determine compliance with the standard.

e. Sampling must be performed in accordance with procedures set out in the sampling section of this Ordinance.

(11) Any other information as may be deemed necessary by the Director to evaluate the Wastewater Discharge Permit Application;

(12) All information required by Sections 17 and 18 of this Ordinance.

Incomplete or inaccurate Applications will not be processed and will be returned to the User for revision.

D. Certification Statements. All User Applications, reports, certifications, waivers, and requests must be signed by an Authorized Representative.

(1) All documents referenced above shall contain the following certification statement:

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"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

(2) If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Director prior to or together with any reports to be signed by an Authorized Representative.

(3) A facility determined to be a Non-Significant Categorical Industrial User by the Director must annually submit the following signed certification statement:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR ____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

a. The facility described as _____ [facility name] met the definition of a Non-Significant Categorical Industrial User as described in the definitions Section of this ordinance.

b. The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and

c. the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

d. Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report.

e. This compliance certification is based on the following information.

E. Remedies. If any wastes or Wastewater is Discharged, or is proposed to be Discharged, to the County Wastewater System or any Connected System which (i) contain the substances or possess the characteristics prohibited or limited by this Ordinance, or (ii) do not meet applicable Pretreatment Standards and Requirements, or (iii) may have a deleterious effect upon the County Wastewater System, its processes, equipment, or receiving waters, or (iv) otherwise create a hazard to life or constitute a public nuisance, the Director may:

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(1) Reject the wastes or deny or condition the introduction of such sources of Wastewater to the County Wastewater System; and/or

(2) Require the User to demonstrate that in-plant improvements will modify the Discharge to such a degree as to be acceptable; and/or

(3) Require Pretreatment of the User's Discharge to ensure compliance with this Ordinance; and/or

(4) Take escalating enforcement steps as written in the St. Johns County Enforcement Response Plan. Such steps include notices of violation, fines, and publication in a daily newspaper with the largest circulation within the County; and/or

(5) Require payment of an industrial waste surcharge to cover the added cost of handling and treating excess loads imposed on the County Wastewater System by such Discharge. Payment of industrial waste surcharges for the recovery of treatment costs does not replace or supersede the requirements for pretreatment facilities, should they be found necessary by the Director.

F. Continuation of Authorization. Authorization to Discharge Industrial Waste into the County Wastewater System or any Connected System shall continue in effect unless or until rescinded by the Director in writing. In the event that the Director revokes the authorization of any User to Discharge wastes into the County Wastewater System or any Connected System, notification of such revocation shall state the reason for the revocation and shall be mailed to the User by certified mail or delivered by hand delivery. Any User of County Wastewater System or a Connected System whose authorization to Discharge has been revoked may appeal the decision of the Director to the Board through the County Administrator. The appeal shall be sent in writing by certified mail, return receipt requested, to the County Administrator within fourteen (14) days of receipt of the Director's notification to cease Discharge. Following receipt of the appeal, the Board shall conduct a hearing concerning the revocation order of the Director after giving notice to the User of the date, time and place for such hearing. At the hearing, the User, either individually or by counsel, shall have the opportunity to be heard, to present evidence and to cross-examine witnesses. The Board may affirm, reverse, or modify the order of the Director and shall issue its decision in writing. The Director's order to cease Discharge of wastes into the County Wastewater System or any Connected System shall not become effective until the period for appeal to the Board has expired, or in the event that an appeal has been filed, until the Board has rendered a decision, unless the Director has made a written finding that continued Discharge by the User into the County Wastewater System or any Connected System constitutes a clear and present danger to the operations of the County Wastewater System, to the health of the public or County Personnel, or to the environment. Any such written finding shall be included in the Director's notification to cease Discharge, and in such event, the revocation of authorization to Discharge Industrial Wastes shall become effective immediately.

G. Industrial Wastewater Discharge Permit. All prospective Significant Industrial Users shall apply to the Director for an Industrial Wastewater Discharge Permit, the cost of which is to be paid by the Industrial User, prior to Discharge to the County Wastewater System. All Significant Industrial Users who are Discharging Wastewater into the County

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Wastewater System prior to the effective date of this Ordinance are hereby granted temporary authority to continue to Discharge in compliance with the codes, regulations, and policies of the County Wastewater System. This temporary authority shall expire ninety (90) days after the date of mailing notification by certified mail of the requirement for a Significant Industrial User to make Application for an Industrial Wastewater Discharge Permit. If, prior to the expiration date, the User has filed for an Industrial Wastewater Discharge Permit pursuant to this Section, then its temporary authority shall expire on the date the Industrial Wastewater Discharge Permit is issued or denied.

Any Person Discharging Wastewater pursuant to the temporary authority provided herein is subject to all provisions of this Ordinance, and such temporary authority may be suspended or revoked in accordance with the terms and procedures set forth herein. A Permit holder shall not Discharge Industrial Wastewaters in excess of the quantity, rate of Discharge, or quality conditions specified in the Permit. Any Person desiring to modify his Wastewater Discharge in a manner that would violate conditions of his Permit shall apply for an amended Permit. Issuance of a Permit shall not relieve the Industrial User from complying with all applicable laws, regulations, and ordinances promulgated by other government authority, nor shall the issuance of a Permit be construed as a representation by County that the Discharge permitted thereby complies with all such laws, regulations, and ordinances. Permits are issued solely to govern the Discharge of Industrial Wastewater into the County Wastewater System, and are between the Industrial User and County, and shall not be construed to benefit any third party.

(1) A Wastewater Discharge Permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the Permit. A Wastewater Discharge Permit may be issued for a period less than five (5) years, at the discretion of the Director. Each Wastewater Discharge Permit will indicate a specific date upon which it will expire.

(2) A Wastewater Discharge Permit shall include such conditions as are deemed reasonably necessary by the Director to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate Sludge management and disposal, and protect against damage to the POTW.

a. Wastewater Discharge Permits must contain:

1. A statement that indicates Wastewater Discharge Permit duration, which in no event shall exceed five (5) years;

2. A statement that the Wastewater Discharge Permit is nontransferable without prior notification to the Director in accordance with Section 18.H. of this Ordinance, and provisions for furnishing the new Owner or operator with a copy of the existing Wastewater Discharge Permit;

3. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards, Local Limits, Categorical Pretreatment Standards, and state and local law.

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4. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of Pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law; and

5. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.

6. Requirements to control Slug Discharge, if determined by the Director to be necessary.

b. Wastewater Discharge Permits may contain, but need not be limited to, the following conditions:

1. Limits on the average and/or maximum rate of Discharge, time of Discharge, and/or requirements for flow regulation and equalization;

2. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of Pollutants into the treatment works;

3. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine Discharges;

4. Development and implementation of waste minimization plans to reduce the amount of Pollutants discharged to the POTW;

5. The unit charge or schedule of User charges and fees for the management of the Wastewater Discharged into the POTW;

6. Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;

7. A statement that compliance with the Wastewater Discharge Permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the Wastewater Discharge Permit; and

8. Other conditions as deemed appropriate by the Director to ensure compliance with this Ordinance, and state and federal laws, rules, and regulations.

H. Wastewater Discharge Permit Modification. The Director may modify a Wastewater Discharge Permit for good cause, including, but not limited to, the following reasons:

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(1) To incorporate any new or revised federal, state, or local pretreatment standards or requirements;

(2) To address significant alterations or additions to the User's operation, processes, or Wastewater volume or character since the time of Wastewater Discharge Permit issuance;

(3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized Discharge;

(4) Information indicating that the permitted Discharge poses a threat to the County's Wastewater System, County personnel, the receiving waters, or the POTW's Sludge;

(5) Violation of any terms or conditions of the Wastewater Discharge Permit;

(6) Misrepresentations or failure to fully disclose all relevant facts in the Wastewater Discharge Permit Application or in any required reporting;

(7) Revision of or a grant of variance from Categorical Pretreatment Standards pursuant to F.A.C. 62-625.700;

(8) To correct typographical or other errors in the Wastewater Discharge Permit; or

(9) To reflect a transfer of the facility ownership or operation to a new owner or operator.

I. Wastewater Discharge Permit Transfer. Wastewater Discharge Permits may be transferred to a new Owner or operator only if the permittee gives at least ninety (90) days advance notice to the Director and the Director approves the Wastewater Discharge Permit transfer. The notice to the Director must include a written certification by the new Owner or operator which:

(1) States that the new owner and/or operator have no immediate intent to change the facility's operations and processes;

(2) Identifies the specific date on which the transfer is to occur; and

(3) Acknowledges full responsibility for complying with the existing Wastewater Discharge Permit.

Failure to provide advance notice of a transfer renders the Wastewater Discharge Permit void as of the date of facility transfer.

J. Wastewater Discharge Permit Revocation. The Director may revoke a Wastewater Discharge Permit, or coverage under for good cause, including, but not limited to, the following reasons:

(1) Failure to notify the Director of significant changes to the Wastewater prior to the changed Discharge;

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(2) Failure to provide prior notification to the Director of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its Wastewater;

(3) Misrepresentation or failure to fully disclose all relevant facts in the Wastewater Discharge Permit Application;

(4) Falsifying self-monitoring reports and certification statements;

(5) Tampering with monitoring or sampling equipment;

(6) Refusing to allow the Director timely access to the facility premises and records;

(7) Failure to meet effluent limitations;

(8) Failure to pay fees and/or fines;

(9) Failure to pay sewer charges;

(10) Failure to meet compliance schedules;

(11) Failure to complete a Wastewater survey or the Wastewater Discharge Permit Application;

(12) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

(13) Violation of any Pretreatment Standard or Requirement, or any terms of the Wastewater Discharge Permit or this Ordinance.

Wastewater Discharge Permits shall be voidable upon cessation of operations or transfer of business ownership. All individual Wastewater Discharge Permits issued to a User are void upon the issuance of a new individual Wastewater Discharge Permit to that User.

K. Wastewater Discharge Permit Reissuance. A User with an expiring Wastewater Discharge Permit shall apply for Wastewater Discharge Permit reissuance by submitting a complete permit Application, in accordance with Section 18.B-D of this Ordinance, a minimum of sixty (60) days prior to the expiration of the User's existing Wastewater Discharge Permit.

L. Reporting Requirements. Users that become subject to new or revised Categorical Pretreatment Standards are required to comply with the following reporting requirements even if they have been designated as Non-Significant Categorical Industrial Users.

(1) Baseline Monitoring Reports. Within either one hundred eighty (180) days after the effective date of a Categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing Categorical Industrial Users currently Discharging to or scheduled to Discharge to the POTW shall submit to the Director a report which contains the information listed in the Section below. At least ninety (90) days prior to commencement of their Discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the Director a report which

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contains the information listed in the Section below. A New Source shall report the method of pretreatment it intends to use to meet applicable Categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of Pollutants to be Discharged.

Users described above shall submit the information set forth below.

a. All information required in the Wastewater Discharge Permit Application Contents Section of this Ordinance.
b. Measurement of Pollutants. The User shall provide the following information:

1. The Categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources;

2. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Director, of regulated Pollutants in the Discharge from each regulated process;

3. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported;

4. The sample shall be representative of daily operations and shall be analyzed in accordance with Analytical Requirements of this Ordinance. Where the standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable Standards to determine compliance with the standard;

5. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this Section;

6. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other Wastewaters are mixed with the regulated Wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined waste stream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority;

7. Sampling and analysis shall be performed in accordance with the analytical requirements of this Ordinance;

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8. The Director may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

9. The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected Pollutant Discharges to the POTW;

10. Compliance Certification. A statement, reviewed by the User's Authorized Representative and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements;

11. Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. This schedule must meet the requirements set forth in the Compliance Schedule Section of this Ordinance;

12. Signature and Report Certification. All baseline monitoring reports must be certified in accordance with the certification statements Section of this Ordinance and signed by an Authorized Representative.

(2) Periodic Compliance Reports. All Significant Industrial Users are required to submit periodic compliance reports at a frequency determined by the Director but no less than twice per year (June and December) indicating the nature, concentration of Pollutants in the Discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or Pollution prevention alternative, the User must submit documentation required by the Director or the Pretreatment Standard necessary to determine the compliance status of the User.

a. All periodic compliance reports must be signed and certified in accordance with the certification statements Section of this Ordinance.

b. All Wastewater samples must be representative of the User's Discharge.

c. Wastewater monitoring, sampling and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good

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working order shall not be grounds for the User to claim that sample results are unrepresentative of its Discharge.

d. If a User subject to the reporting requirement in this Section monitors any regulated Pollutant at the appropriate sampling location more frequently than required by the Director, using the procedures prescribed in the sample collection Section of this Ordinance, the results of this monitoring shall be included in the report.

(3) Reports of Changed Conditions. Each User must notify the Director of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its Wastewater at least 30 days before the change.

a. The Director may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a new Wastewater Discharge Permit Application as set forth in this Ordinance.

b. The Director may issue a Wastewater Discharge Permit under the Wastewater Discharge Permit Reissuance Section of this Ordinance or modify an existing Wastewater Discharge Permit under the Wastewater Discharge Permit modification Section of this Ordinance in response to changed conditions or anticipated changed conditions.

(4) Reports of Potential Problems. In the case of any Discharge, including, but not limited to, accidental Discharges, Discharges of a non-routine, episodic nature, a non-customary batch Discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the Director of the incident. This notification shall include the location of the Discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.

(5) Significant Industrial Users are required to notify the Director immediately of any changes at its facility affecting the potential for a Slug Discharge.

(6) Reports from Unpermitted Users. All Users not required to obtain a Wastewater Discharge Permit shall provide appropriate reports to the Director as the Director may require.

(7) Date of Receipt of Reports. Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

(8) Users subject to the reporting requirements of this Ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with

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Best Management Practices. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the County, or where the User has been specifically notified of a longer retention period by the Director.

(9) All Significant Industrial Users of the County Wastewater System or any Connected System shall submit self-monitoring reports to the Director identifying the constituents and describing the characteristics of the Industrial Wastewater being Discharged into the County Wastewater System. The content and frequency of the reports shall be as specified in the Permit but shall not be less frequent than twice per year. In order to ensure the reliability and the integrity of the Industrial Waste reports submitted to the Director, all Significant Industrial Users of the County Wastewater System or any Connected System shall:

a. Maintain records concerning volume, constituents, and characteristics of the Industrial Waste Discharge. All such records and the equipment used to determine and record volume, constituents, and characteristics of Industrial Waste Discharges shall be made available for review, inspection and photocopying by the Director, and by authorized representatives of the DEP and the EPA.

b. Install, use, and maintain monitoring and sampling equipment, approved by the Director, for determining volume, constituents, and characteristics of the Industrial Waste Discharge.

c. Conduct and report all monitoring and analysis in accordance with EPA requirements found in Chapter 62-625.600 F.A.C.

(10) The County reserves the right to calculate equivalent limits, in addition to standards expressed in mass or concentration as described in subsection 62-625.410(4), F.A.C.

M. Compliance Schedule. The following conditions shall apply to the compliance schedule required by this Ordinance:

(1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

(2) No increment referred to above shall exceed nine (9) months;

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(3) The User shall submit a progress report to the Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

(4) In no event shall more than nine (9) months elapse between such progress reports to the Director.

(5) Compliance Reports Deadlines. Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of Wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the Director a report containing the information described in the flow measurement and measurement of Pollutants Sections of the Wastewater Discharge Permit Application contents Sections of this Ordinance. All compliance reports must be signed and certified in accordance with the certification statement Section of this Ordinance. All sampling will be done in conformance with the sample collection Section of this Ordinance.

N. Analytical Requirements. All pollutant analyses, measurements, tests, and analyses of the characteristics of wastes and Wastewater, including sampling techniques, to be submitted as part of a Wastewater Discharge Permit Application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the Pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the Pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Director or other parties approved by EPA.

O. Sample Collection. Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

(1) Except as indicated in Sections (2) and (3) below, the User must collect Wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Director. Where time-proportional composite sampling or grab sampling is authorized by the County, the samples must be representative of the Discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the County, as appropriate. In addition,

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grab samples may be required to show compliance with Instantaneous Maximum Allowable Discharge Limits.

(2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(3) For sampling required in support of baseline monitoring and 90-day compliance reports required in the Baseline Monitoring Reports and compliance reports deadlines periodic compliance reports Sections of this Ordinance and 40 CFR 403.12(b) and (d) and amendments thereto, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Director may authorize a lower minimum. For the reports required by periodic compliance reports Section of this Ordinance and 40 CFR 403.12(e) and 403.12(h) and amendments thereto, the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

P. Sampling Points. All Significant Industrial Users Discharging Industrial Waste into the County Wastewater System or any Connected System shall provide and maintain a suitable point or points of access together with such necessary meters and other appurtenances at an appropriate location to permit observation, flow measurement, and sampling of such waste by the Director. Plans for such sampling points and measuring equipment must be approved by the Director prior to construction and installation of the facility. Sampling and measuring facilities shall be located in a manner that provides safe, unrestricted access for inspection and verification of the Industrial User's operating conditions and enables collection of samples that are representative of the User's typical Discharge. All such facilities shall be located and maintained in a manner that is accessible to the Director or his representatives at all times including weekends, holidays, day and night, without prior notice. The Director may require, at his discretion, a lockable facility or facilities to protect County property against theft, vandalism, and tampering. If such facilities are required, the Industrial user shall supply such facilities at the Industrial User's expense and shall supply the Director with a key to such facilities.

(1) Except as indicated in herein, below, the User must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the Director may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being Discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.

(2) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

Q. Accidental Discharge and Slug Discharge Control Plans. The Director shall evaluate whether each SIU needs an accidental Discharge/Slug Discharge control plan or other action to control Slug Discharges. The Director may require any User to develop, submit for

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approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the Director may develop such a plan for any User.

(1) An Accidental Discharge/Slug Control plan shall address, at a minimum, the following:

a. Description of Discharge practices, including non-routine batch Discharges;

b. Description of stored chemicals;

c. Procedures for immediately notifying the Director of any accidental or Slug Discharge, as required by Section 18 of this Ordinance; and

d. Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(2) Accidental Discharges. Each Significant Industrial User shall provide protection from accidental Discharge of prohibited materials or other substances regulated by this Ordinance. Facilities to prevent accidental Discharge of prohibited materials shall be provided and maintained at the Owner or User's cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Director for review and must be approved by the Director before construction of the facility. No New User who begins Discharge to the County Wastewater System after the effective date of this Ordinance shall be permitted to introduce Pollutants into the County Wastewater System until accidental Discharge procedures have been approved.

(3) Telephone Notification. Any Person causing or suffering any Discharge or Slug Load, whether accidental or not, which presents or may present an imminent or substantial endangerment to the health and welfare of Persons, to the environment, or which is likely to cause Interference with the County Wastewater System, shall take the necessary measures to stop, limit, or control the Discharge, and shall notify the Director, or his designated representative, immediately by telephone. In the absence or unavailability of the Director or his representative, notification shall be given to the County Wastewater System employee then in charge of the County Wastewater System plant that accepts the Industrial User's waste.

(4) Written Report. Within five (5) business days following such accidental Discharge, the User shall provide the Director with a detailed written report describing the cause of the dangerous Discharge and measures taken and to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of liability for any expense, loss, damage to the County Wastewater System, fish kills, or any other damage to Person or property; nor shall such notification relieve the User of any fines, civil penalties, or other

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liability which may be imposed by this Ordinance or other applicable law. Furthermore, the Industrial User shall control or reduce its production (or its Discharges) to the extent necessary to maintain compliance with all applicable local, state, and federal regulations until its treatment facility is completely restored or an alternative and equally effective method of Pretreatment is provided.

(5) Notice to Employees. A notice by the Industrial User shall be permanently posted on the User's bulletin board or other prominent place advising the User's employees whom to call in the event of an accidental Discharge. Users shall ensure that all employees who may cause or suffer such a dangerous Discharge to occur are advised of the emergency notification procedure.

R. Notification of the Discharge of Hazardous Wastes.

(1) Any Users shall have provisions for notifying the Director, FDEP, in accordance with subsection 62-625.600(15), F.A.C., the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any Discharge into the County Wastewater System of a substance which is a listed or characteristic waste under Section 3001 of RCRA. Such notification shall include a description of all such wastes discharged, specifying the volume and concentration of such wastes and the type of Discharge (continuous, batch, or other), identifying the hazardous constituents contained in the listed wastes, and estimating the volume of hazardous wastes expected to be Discharged during the following twelve months. This requirement shall not apply to Pollutants already reported under the self-monitoring requirements.

(2) Dischargers are required to notify the County Wastewater System in writing of any Discharge into the WWTP of a substance, which, if otherwise disposed of would be hazardous under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User Discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream Discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be Discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the Discharge commences. Any notification under this Section needs be submitted only once for each hazardous waste Discharged. However, notifications of changed conditions must be submitted in accordance with the reports of changed conditions requirements set forth in this Ordinance. The notification requirement in this Section does not apply to Pollutants already reported by Users subject to Categorical Pretreatment Standards under the self-monitoring requirements of this Ordinance.

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(3) Dischargers are exempt from the requirements of Section (2), above, during a calendar month in which they Discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the User Discharges more than such quantities of any hazardous waste do not require additional notification.

(4) In the case of new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the Industrial User must notify the Director of the Discharge of such substance within 90 days of the effective date of such regulations.

(5) For all notifications made under this subsection, the Industrial User shall certify that it has a program in place to reduce the volume and toxicity of wastes generated to the degree it has determined to be economically practicable and that it has selected the method of treatment, storage, or disposal currently available which minimizes the present and future threat to human health and the environment.

(6) This provision does not create a right to Discharge any substance not otherwise permitted to be Discharged by this Ordinance, a Permit issued hereunder, or any applicable Federal or State law.

S. All Industrial Users shall report to the Director any change in the characteristics, nature, or volume of the Discharge to the County Wastewater System or a Connected System that is materially different from, or is in excess of, the characteristic limits for such waste as defined in the Industrial Wastewater Discharge Permit within 15 days of the change.

T. Reports required under this Ordinance or specific Industrial User Permits must be signed by an Authorized Representative of the Industrial User. Reports shall be mailed to; St. Johns County Utilities, Attn: Pretreatment Specialist, P.O. Drawer 3006, St. Augustine, FL 32085-3006.

U. Each Industrial User subject to the reporting requirements in this Ordinance shall retain for a minimum of five years all records of monitoring activities and results and shall make such records available for inspection or photocopying by the Director and by state or federal officials.

V. Any violation of the terms and conditions of a Wastewater Discharge Permit shall be deemed a violation of this Ordinance and subjects the permittee to the conditions and enforcement actions in Section 36 of this Ordinance. Obtaining a Wastewater Discharge Permit does not relieve a permittee of its obligation to comply with all federal and state Pretreatment Standards or Requirements or with any other requirements of federal, state, and local law.

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SECTION 19. PUBLIC INFORMATION ON INDUSTRIAL USERS

A. In accordance with Chapter 119, Florida Statutes, all documentation and data submitted are considered to be public information for reading or copying unless specifically exempted by law. However, in accordance with Section 403.111, Florida Statutes, information submitted in accordance with the procedures of that section may be claimed as confidential by the submitter. This information shall be stored in a locking file cabinet marked confidential records. This claim must be made at the time of submission or the information shall be made available to the public without further notice. Effluent data provided to the Control Authority in accordance with Chapter 62-625, F.A.C. shall be available to the public without restriction, unless specifically exempted by law.

B. Location and Times. All information and data shall be available at the Utility Administration building. Review of data shall be by appointment during the normal working hours of 8:00 am – 4:00 p.m., Monday – Friday. Contact personnel shall be the Pretreatment Specialist or the Environmental Manager. All reviews shall be supervised.

C. Publication of Users in Significant Noncompliance. The County shall publish annually public notification of Industrial Users which were in Significant Noncompliance with applicable pretreatment requirements at any time during the previous 12 months. Public notification shall be included in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction served by the POTW.

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SECTION 20. WATER RATES, CHARGES AND FEES

A. County Water System Account Holders shall be charged a monthly Base Charge and Volume Rates per the Utility Rate Tariff, Schedule A(1). The Utility Rate Tariff, Schedule A(4), "Water and Wastewater Equivalency Factors, " which is incorporated by reference and made a part hereof, hereby establishes Water and Wastewater Equivalent Residential Unit (ERU) equivalency factors per Dwelling Unit for Residential Account Holders, and by size of Water meter for Non-Residential Account Holders. The number of Account Holder ERUs is used to determine the monthly Base Charge for Water Service and the applicable Volume Rates for calculation of the Volume Charges.

B. All Water Account Holders shall be charged monthly a Water Service Charge that shall consist of a Base Charge plus a Volume Charge. The Base Charge shall be the result of multiplying the Account Holder's number of ERUs times the monthly Base Charge per ERU. The Volume Charge shall be the result of multiplying the Account Holder's monthly metered Water consumption by the Volume Rate applicable to each Rate Block

C. The applicable Rate Blocks for Water System Users is presented in the Utility Rate Tariff, Schedule A(1). The thousands of gallons of water included in each Rate Block shown in Schedule A(1) is multiplied by the Account Holder's number of ERUs to determine the total volume of water to be included in that Rate Block for that Account Holder.

D. All Non-Residential Account Holders with meters one and one half inches (1 ½) or larger shall be charged, in addition to the Base and Volume Charges, a monthly meter maintenance fee presented in the Utility Rate Tariff, Schedule A(1).

E. If an Account Holder has a dual registering meter, the County will charge for the potable flow based on the next larger size meter in excess of the smallest meter on the register. All fireline meters used for potable flow will be charged based on a three-inch meter for both Base and Volume Charges.

F. Rates and fees contained in the Utility Rate Tariff may be revised from time to time by resolution(s) of the Board and/or by "indexing" as provided in Section 35.

H. Additional rates and charges may be developed and revised from time to time by resolution(s) of the Board for special uses, such as using County water for fire protection.

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SECTION 21. WASTEWATER RATES, CHARGES AND FEES

A. County Wastewater System Account Holders shall be charged monthly rates, charges and fees per the Utility Rate Tariff, Schedule A(2). The Utility Rate Tariff, Schedule A(4), "Water and Wastewater ERU Equivalency Factors", which is incorporated by reference and made a part hereof, hereby establishes Water and Wastewater Equivalent Residential Unit (ERU) Equivalency factors per Dwelling Unit for Residential Account Holders, and by size of Water meters for Non-Residential Account Holders. An Account Holder's number of ERUs is used to determine the monthly Base Charges for Wastewater Service.

B. Single-Family Residential Wastewater Account Holders shall be charged a monthly Wastewater Service charge that consists of a Base Charge plus a Volume Charge. The Base Charge shall be the result of multiplying the Account Holder's number of ERUs by the monthly Base Charge per ERU. The Volume Charge shall be the result of multiplying the Account Holder's monthly metered Water consumption, up to a Cap of 10,000 gallons per ERU per month, by the Volume Rate per thousand (1,000) gallons for Single-Family.

C. Multi-Family Residential Wastewater Account Holders shall be charged a monthly Wastewater Service charge that consists of a Base Charge plus a Volume Charge. The Base Charge shall be the result of multiplying: 1) the Account Holder's number of Dwelling Units by the Multi-Family ERU Adjustment Factor of 0.8 to derive the Account Holder's number of ERUs; and 2) the Account Holder's number of ERUs by the monthly Base Charge per ERU. The Volume Charge shall be the result of multiplying the Account Holder's monthly-metered Water consumption, up to a Cap of 8,000 gallons per Dwelling Unit per month, by the Volume Rate per thousand (1,000) gallons for Multi-Family.

Each Multi-family Unit whether occupying one (1) or more Lots and whether occupying any Lot or Parcel jointly with any other Unit shall be considered a separate unit for the payment of the monthly Wastewater Rates, Charges and Fees fixed by this Ordinance.

D. Non-Residential Wastewater Account Holders shall be charged monthly Wastewater Service charges that consist of a Base Charge plus a Volume Charge. The Base Charge shall be the result of multiplying the Account Holder's number of ERUs by the monthly Base Charge per ERU. The Volume Charge shall be the result of multiplying the Account Holder's monthly-metered Water consumption by the Volume Rate per thousand (1,000) gallons for the applicable customer class (Commercial, Industrial, Governmental, or Combination).

E. Rates and fees contained in the Utility Rate Tariff may be revised from time to time by resolution(s) of the Board and/or by "indexing" as provided in Section 35.

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SECTION 22. RECLAIMED WATER RATES, CHARGES AND FEES

A. County Reclaimed Water Account Holders shall be charged a Monthly Base Charge and Volume Rates presented in the Utility Rate Tariff, Schedule A(3). The Reclaimed Water "Equivalent Irrigation Connection" (EIC) presented in the Utility Rate Tariff, Schedule A(5), which is incorporated by reference and made a part hereof, hereby establishes the EIC applicable to determine the Monthly Base Charge for Reclaimed Water Service, and the applicable Block Rates for calculation of the Volume Charge.

B. The Rate Blocks applicable to all Reclaimed Water System users are presented in the Utility Rate Tariff, Schedule A(3). The thousands of gallons of Reclaimed Water included in each Rate Block shown in the appropriate Schedule A(3) is multiplied by the Account Holder's number of EICs to determine the total volume of Reclaimed Water to be included in that Rate Block for that Account Holder.

C. The County may enter into contracts, by means of resolution(s) duly adopted by the Board, with high volume Reclaimed Water Account Holders (Large User) for the purpose of setting and determining monthly Reclaimed Water rates, charges and/or fees for the use of County's Reclaimed Water System. Monthly Reclaimed Water rates, charges and/or fees for these high-volume Account Holders may be computed using different rate schedules than any set forth in this Section, but which will, nevertheless, require the Account Holder to pay a just portion of the total monthly expenses and other applicable costs of the County Reclaimed Water System. A form of Large User Reclaimed Water Service Agreement is presented in Appendix A, Exhibit I. This form shall be used to establish the rights and obligations of the County and Large Users with such additions, changes or amendments as may be recommended to the Board by the Director and approved by resolution(s) of the Board. County agreements with Large Users which exist and remain in effect prior to the effective date of this Ordinance shall remain in full force and effect through the termination date provided in such agreement.

D. Monthly Reclaimed Water Rates may be revised from time to time by resolution(s) of the Board and/or by "indexing" as provided in Section 35.

E. Additional rates and charges may be developed and revised from time to time by resolution(s) of the Board for special uses, which may include, but are not limited to, Large Projects, interlocal agreements or Utility Service agreements.

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SECTION 23. PAYMENT OF FEES AND BILLS REQUIRED; REFUSAL OR DISCONTINUANCE OF SERVICE; DELINQUENT NOTICES

A. Bills for monthly charges and fees provided herein or contemplated hereby shall be mailed monthly to all Account Holders of the County Water, Wastewater, and/or Reclaimed Water System for the previous month's service, and shall be payable prior to 30 days from the date the meter is read. Failure to receive a statement shall not relieve an Account Holder from the duty to timely pay the rates, charges, and/or fees herein provided.

B. Bills for monthly charges and fees, tap fees and Unit Connection Fees may be paid using a credit card, bank debit card, cash, check or electronic check. For those forms of payment for which it is lawful to pass through the bank processing fee and other charges, the same may be done.

C. Until adequate facilities can be provided, the County may refuse to serve an Applicant if, in the discretion of the Director, the County does not have adequate facilities and/or resources to render the services applied for, or if the provision of such service is likely to affect unfavorable service to other Account Holders.

D. The County may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Account Holder shall be given notice and allowed a reasonable time to comply with any rule or regulation, or remedy any deficiency:

(1) For noncompliance with and/or violation of any state law, County ordinance or resolution, or County rule or regulation governing such utility service.

(2) For failure or refusal of the Account Holder to correct any deficiencies or defects in his water, sewer, and/or reclaimed water piping and/or equipment which are reported to him by the County.

(3) For the use of utility service for any other property or purpose than that described in the application.

(4) For failure or refusal to provide adequate space for the meter and/or County service equipment.

(5) For failure or refusal to provide the County with a deposit to insure payment of bills in accordance with the County's regulations.

(6) For neglect or refusal to provide reasonable access to the County for the purpose of reading meters or inspection and maintenance of equipment owned by the County.

(7) For nonpayment in full of any bill for a period of 30 days after the "reading date" stated on the bill.

(8) For failure to pay when due, any Unit Connection Fee installment payment.

(9) Without notice, in the event of a condition known to the County to be hazardous.

(10) Without notice, in the event of tampering with regulators, valves, piping, meter or other facilities, furnished and owned by the County. The County may require

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payment to the County of a sum sufficient to compensate the County for all losses and damages that it incurred by reason of such tampering.

(11) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of such service, the County, before restoring service, may require the Account Holder to make at his or her own expense all changes in piping or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the deficiency in revenue resulting from such fraudulent use.

(12) Without notice, if a payment for reconnection of service is returned for insufficient funds or payment stopped following disconnection for non-payment. Reconnection shall occur only upon payment by cash or money order.

(13) For waste of water pursuant to Section 11.

E. Prior to discontinuance of service for nonpayment of any bill, installment, or deposit, the County shall mail to the Account Holder at his last known address a separate notice of delinquency stating the amount of delinquency, and informing Account Holder that Service will be discontinued on the 10th calendar day after date of mailing of the notice of delinquency unless the delinquent amount is paid in full prior thereto or satisfactory payment arrangements are made. In the event the notice of delinquency is returned to the County by the U.S. Postal Service as undeliverable, the County shall cause the notice of delinquency to be posted on the front door of the premises receiving the service. If the notice of delinquency is returned by the U.S. Postal Service to the County prior to discontinuance of the Service, the County will delay discontinuance, and the posted notice shall state that the Service will be discontinued on a certain day, which day shall be the 5th calendar day after the posting of the notice. The notice shall state that the Account Holder may request an immediate review of the bill with a designated employee empowered to resolve any dispute in respect to whether the Account Holder is being overcharged, charged for Service not rendered, or the billing for the delinquent amount is otherwise incorrect. The notice of the delinquency shall be separate and apart from any bill for Services. In lieu of mailings, an automated Interactive Voice Response (IVR) phone system may be used to notify the customer of a delinquent bill stating payment is due.

F. The County shall not discontinue Service to any Account Holder between 12:00 Noon on a Friday and 8:00 a.m. the following Monday or between 12:00 Noon on the day preceding a public holiday and 8:00 a.m. the next working day; provided, however, that this probation shall not apply when:

(1) Discontinuance is requested by or agreed to by the Account Holder; or

(2) A hazardous condition exists; or

(3) Meters or other utility-owned facilities have been tampered with; or

(4) Service is being obtained fraudulently or is being used for unlawful purposes; or

(5) A deferred payment schedule has been defaulted upon and the Account Holder has previously been warned that this action will be taken upon default.

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G. The County shall not discontinue Water, Wastewater, and/or Reclaimed Water Service to the Owner of any rental unit or to the tenant or prospective tenant of any rental unit because of nonpayment for such service incurred by a former occupant of the unit, nor shall the County place liens on such property for unpaid services by former tenants.

H. Service shall be restored within a reasonable time after the cause for discontinuance has been satisfactorily adjusted, and all payments required by the County have been made.

I. Any notice required under this section shall be in writing, and shall be furnished to the Account Holder or Applicant at the last known address according to County Utility Department records.

J. In case of refusal to establish Service, the County shall notify the Applicant or Account Holder in writing of the reason for such refusal. In all instances involving refusal of Service, the County shall advise in its notice that persons dissatisfied with the County decision to refuse service may review their complaint with a designated employee under the procedure outlined in paragraph L of this section. The designated employee shall be empowered to resolve the dispute in accordance with the terms of this Ordinance and any resolutions, rules or regulations promulgated pursuant to this Ordinance.

K. The designated employee shall be empowered to resolve any complaint or dispute under this section by (i) determining whether any Account Holder has been overcharged, charged for Services not rendered, or the bill is otherwise incorrect; or (ii) determining whether the refusal or discontinuance of Service, or any proposed discontinuance of Service, is proper in accordance with the rules and regulations of the County. The designated employee shall be empowered to rectify any error in billing.

L. An Account Holder may request review of a bill prior to 30 days after the "reading date" stated on the bill. When an Account Holder requests a review of a bill, the County shall promptly afford the Account Holder the opportunity for a review of the disputed bill with the designated employee. The review may be informal by telephone, mail, or personal conference; or, at the option of the Account Holder, by hearing as provided in paragraph M of this section. Notwithstanding the provisions of paragraphs D (7) and E in this section, if the Account Holder's request for review of a disputed bill is received by the County prior to discontinuance, the Service will not be discontinued until after the Account Holder has been afforded the opportunity for a review of the disputed bill. If the Account Holder abandons his or her request for review of the bill by an express statement, or by failing to appear at any meeting scheduled by the County upon reasonable notice to the Account Holder, or by failing to respond to any reasonable request for information from the County in aid of the review, or the County is unable after diligent effort to contact or communicate with the Account Holder, then the County may discontinue Service without further notice.

M. Following review by the designated employee, an Account Holder or Applicant for service may request a hearing before the Director. The request for hearing shall be in writing and signed by the Account Holder or Applicant. The hearing shall be scheduled by the Director, and reasonable notice thereof shall be given in advance to the Account Holder or Applicant. The hearing shall occur on County premises. At the hearing, the Account Holder or Applicant and any witnesses shall be permitted to speak and to furnish any papers or records that may pertain to the matter. A record shall be made of the hearing by tape recorder

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or other means. The Director shall render his or her decision in writing within 5 working days of the hearing, and appropriate action shall be taken thereon by the County, except that adjustments to Water, Wastewater, and/or Reclaimed Water bills under Section 31 herein must also be approved by the County Administrator or the Board. In the instance of a review of nonpayment of a bill, if the Director determines that there is a bona fide and just dispute as to the amount owed or as to the liability of the Account Holder therefore, the County shall not discontinue Service while the dispute remains pending; but the County shall further investigate the matter to resolve the dispute, refer the matter to the Board for consideration, or request the Board to file a legal action in the appropriate court of law to recover the sums believed to be owed to the County or for an adjudication of the matter.

N. An Account Holder or Applicant may appeal any decision of the Director or County Administrator by filing a notice of appeal and paying a filing fee as specified in the Utility Rate Tariff, Schedule H, in accordance with the provisions of Section 37 herein.

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SECTION 24. WATER, WASTEWATER AND RECLAIMED WATER TAPPING FEES; AND WASTEWATER SERVICE LOCATION ASSISTANCE FEE

A. Water, Wastewater and Reclaimed Water Tapping Fees

(1) Water and/or Reclaimed Water tapping fees for a property shall be charged to new Account Holders where no previous service has been rendered and shall be paid for a property as shown in the Utility Rate Tariff, Schedule F(1). Tapping fees do not include surface restoration costs beyond sod replacement. Any restoration by the County involving paving, landscaping or other surface features shall be billed in an amount equal to the County's cost of labor, equipment and materials plus 25% of such costs.

(2) The Water and/or Reclaimed Water tapping fee shall be charged and paid in addition to other fees, such as deposits, utility locate fee, Meter Transceiver Unit (MXU) fee, service charges, and Unit Connection Fees. The number of Units shall have no bearing on the tapping fee.

(3) Gravity Sewer or Sewer Force Main tapping fees as shown in the Utility Rate Tariff, Schedule F(2) shall be charged to new Account Holders where no previous service has been rendered and paid for a property. Tapping fees do not include surface restoration costs beyond sod replacement. Any restoration involving paving, landscaping, or other surface features shall be billed in an amount equal to the County's cost of labor, equipment and materials plus 25% of such costs.

(4) Water, Wastewater and/or Reclaimed Water tapping fees contained in the Utility Rate Tariff, Schedules F(1) and F(2) may be revised from time to time by resolution(s) of the Board and/or by "indexing" as provided in Section 35.

B. Wastewater Service Location Assistance Fee. The Utility Department will assist any Account Holder requesting assistance in locating a sewer service line upon written request and payment in advance of the Wastewater Service Location Assistance Fee specified in the Utility Rate Tariff, Schedule H. The actual charge will be based upon actual cost incurred by the County which shall consist of the cost of labor, equipment, and materials plus 25%. If the actual cost is less than the fee paid, a refund will be issued to the Account Holder. If the actual cost becomes greater than the fee paid, the additional charges will be billed to the Account Holder.

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SECTION 25. WATER, WASTEWATER AND RECLAIMED WATER UNIT CONNECTION FEES

Water, Wastewater and Reclaimed Water Unit Connection Fees shall be charged and paid, as applicable, for each Improvement added to the County Water, Wastewater and/or Reclaimed Water System.

The Water, Wastewater and Reclaimed Water Unit Connection Fees by classification and amount are presented in the Utility Rate Tariff, Schedule A, which is incorporated by reference and made a part hereof. The criteria used for determining the Water, Wastewater, and Reclaimed Water Unit Connection Fees, in the Utility Rate Tariff, Schedule A may be amended or changed from time to time in whole or in part, including without limitation any classifications, factors, fees, or charges, by resolution(s) of the Board. Any Water, Wastewater and/or Reclaimed Water Unit Connection Fees may be waived temporarily or permanently, in whole or in part, by resolution of the Board.

A. Water Unit Connection Fees.

For each type of Improvement listed on the Utility Rate Tariff, Schedule A, the Water Unit Connection Fees shall be charged and paid based upon the ERC Factors by use type. The Water Unit Connection Fee for each Establishment, Use Type, or Improvement thereto, shall be calculated by multiplying the Equivalent Residential Connection factor for the use type times the total Water Unit Connection Fee charge for the Water Unit Connection Fee charge in the Utility Rate Tariff, Schedule A.

For all Improvements not specified in the Utility Rate Tariff, Schedule A, the Equivalent Residential Connection Factor shall be calculated by dividing the projected water flow in gallons per day (GPD) for the Establishment, Use Type, or Improvement thereto by the Demand Factor assigned to one (1) ERC, as shown on Schedule A. The projected water flow shall be supplied by the Owner and certified as reasonable by a licensed Engineer, and approved by the Director. The Water Unit Connection Fee shall be calculated by multiplying the Equivalent Residential Connection Factor as determined by this method times the total Water Unit Connection Fee charge for one (1) Residential Unit.

The Water Unit Connection Fee shall consist of two component parts: a Water Treatment Plant (Treatment) component of 67% of the total Fee and a Water Transmission Main (Transmission) component of 33% of the total Fee. In no event will County Water Service be provided to or for any Establishment, Use Type, or Improvement until both components of the Water Unit Connection Fee have been paid in full or satisfactory payment arrangements have been established, as stated herein.

B. Wastewater Unit Connection Fees.

For each Improvement listed on the Utility Rate Tariff, Schedule A, the Wastewater Unit Connection Fees shall be charged and paid based upon the Level of Service by use type. The Wastewater Unit Connection Fee for each Establishment, Use Type, or Improvement thereto, shall be calculated by applying the Level of Service factor for the designated use type to determine the total Level of Service, and then multiplying by the gallon per day rate for the Wastewater Unit Connection Fee charge.

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For each type of Improvement listed on the Utility Rate Tariff, Schedule A, the Wastewater Unit Connection Fees shall be charged and paid based upon the ERC Factors by use type. The Wastewater Unit Connection Fee for each Establishment, Use Type, or Improvement thereto, shall be calculated by multiplying the Equivalent Residential Connection factor for the use type times the total Wastewater Unit Connection Fee charge for the Wastewater Unit Connection Fee charge in the Utility Rate Tariff, Schedule A.

For all Improvements not specified in the Utility Rate Tariff, Schedule A, the Equivalent Residential Connection Factor shall be calculated by dividing the projected wastewater flow in gallons per day (GPD) for the Establishment, Use Type, or Improvement thereto by the Demand Factor assigned to one (1) ERC, as shown on Schedule A. The projected wastewater flow shall be supplied by the Owner and certified as reasonable by a licensed Engineer, and approved by the Director. The Wastewater Unit Connection Fee shall be calculated by multiplying the Equivalent Residential Connection Factor as determined by this method times the total Wastewater Unit Connection Fee charge for one (1) Residential Unit.

The Wastewater Unit Connection Fee shall consist of two component parts, a Wastewater Treatment Plant (Treatment) component of 67% of the total Fee and a Wastewater Transmission Main (Transmission) component of 33% of the total Fee. In no event will County Wastewater service be provided to or for any Establishment, Use Type, or Improvement thereto, until both components of the Wastewater Unit Connection Fee have been paid in full, or satisfactory payment arrangement have been established, as stated herein.

C. Reclaimed Water Unit Connection Fees.

Reclaimed Water capacity is provided on an EIC basis, where one EIC is equal to 300 gpd per 3,600 square feet of landscaped area. The number of EICs for Base User, Large User Pressure and Large User Use Non-Pressure shall be the greater of one (1) or the number obtained by dividing the average daily flows as certified by a licensed engineer or architect and approved by the Director, by 300 gpd as provided in the Utility Rate Tariff, Schedule A. Where the average daily flows are not available, the number of EICs shall be the greater of one (1) or the result of dividing the square footage of the area to be irrigated by 3,600 square feet per EIC and rounded up to the next whole number. The projected ADD Reclaimed Water amount shall be supplied by the Account Holder and certified as reasonable by a licensed Engineer or Architect, and approved by the Director.

The Reclaimed Water Unit Connection Fee amount shall be calculated by multiplying the number of EICs by the Reclaimed Water Unit Connection rate identified in the Utility Rate Tariff, Schedule A.

The Reclaimed Water Unit Connection Fee shall consist of two component parts, a Reclaimed Water Treatment Plant (Treatment) component of 67% of the total Fee and a Reclaimed Water Transmission Main (Transmission) component of 33% of the total Fee. In no event will County Reclaimed Water Service be provided to or for any Establishment, Use Type, or Improvement until both components of the Reclaimed Water Unit Connection Fee have been paid in full or satisfactory payment arrangements have been established, as stated herein.

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D. Water, Wastewater and Reclaimed Water Unit Connection Fee Accounts.

All Water Unit Connection Fees shall be deposited in a special account and said fees shall be used only for water capital improvements or such debt service unless modified by a subsequent resolution of the Board. All Wastewater and Reclaimed Water Unit Connection Fees shall be deposited in different special accounts and such fees shall be used only for Wastewater and/or Reclaimed Water capital improvements or debt service unless modified by a subsequent resolution of the Board. In no event shall Unit Connection Fees be expended or disbursed in contravention of previous or future resolutions pertaining to County bonds. In the event of conflict between this Ordinance and applicable bond resolutions, the terms of the bond resolutions shall prevail.

Unit Connection Fees shall be charged in addition to deposits, service fees, tapping fees and other fees as assigned by this Ordinance or the Utility Rate Tariff, as may be amended.

E. Payment Over Time of Water, Wastewater and Reclaimed Water Unit Connection Fees.

In the event an existing Improvement which has previously used greater than 700 GPD of Water and/or Wastewater treatment connects to the County's Water, Wastewater and/or Reclaimed Water System, the applicable Unit Connection Fees at the time of Connection may be paid over time under the terms and conditions stated in this Section. The Unit Connection Fee may, at the option of the Owner, be paid over time for a period not to exceed ten (10) years. The Unit Connection Fee payments over time shall be collateralized with the use of the Unit Connection Fee Mortgage set forth in Appendix A, Exhibit B. All Applicants for mortgages must certify and provide evidence that County taxes, mortgages, or any other County fees and charges are not delinquent. Interest shall be paid on the unpaid balance of the fee(s) owed at the rate set forth in a promissory note attached hereto in Appendix A, Exhibit A, (Promissory Note). Unless and until modified by subsequent resolution(s) of the Board, the interest rate on such Promissory Note(s) shall be five percent (5.0%) per annum.

When the Owner of an existing Improvement requests payment over time of Unit Connection Fees, the Owner and the County will agree on the date the final payment shall become due, which date shall be an anniversary date of the proposed date of the Water, Wastewater and/or Reclaimed Water Connection. The County shall then calculate the number of years between the proposed date of the physical Connection and the final payment date. Such numbers shall constitute the number of Note Payment Dates.

The County shall divide the total amount of the Unit Connection Fees by the integer number that is one less than the number of Note Payment Dates. The quotient shall constitute the First Payment.

Before the physical Water, Wastewater and/or Reclaimed Water Connection is made the Owner shall pay all tapping fees, service charges, and meter deposits to the County and shall execute a Promissory Note dated the proposed Connection date and in the principal amount of the Unit Connection Fee(s) owed to County. The principal and interest on the Promissory Note shall be paid in equal installments on each anniversary date of the proposed date of Connection thereafter until paid in full.

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Upon such option being exercised, a mortgage on the subject property securing the Promissory Note shall be executed by the Owner and delivered in recordable form to the County in the form attached hereto in Appendix A, Exhibit B. Prior to execution of the mortgage, the Owner shall deliver a title opinion of an attorney at law admitted to practice in Florida or a certification by an abstractor or a title company showing that record title of the land which is the subject of the mortgage is in the name of the Owner. The Owner shall pay all costs of recording, including documentary stamps and recording and such fees prior to execution of the mortgage and Promissory Note. The County shall record the mortgage and a copy of the Promissory Note in the County public records.

Upon all payments being made, by Owner in full, the mortgage shall be satisfied of record. Should the mortgage not be paid on a timely basis, the County may foreclose such mortgage, together with the costs of such foreclosure, including attorney's fees, in the manner authorized by law. The Owner may prepay the Promissory Note and mortgage at any time without penalty.

In lieu of securing the above-described Promissory Note with a mortgage on the subject property, the Owner may elect to secure the Promissory Note with an irrevocable letter of credit, the form and content of which and the location of the issuing agent of which shall be approved by the Clerk, and which shall be held by the Clerk until the Promissory Note is paid in full. The letter of credit shall, at a minimum, provide that if the note payments are not paid on a timely basis, as set forth in the Promissory Note, the County may demand payment under the letter of credit, after 15-days written notice to the maker of the Promissory Note of its intention to do so. The Promissory Note shall indicate that it is secured by a letter of credit. When the Promissory Note is paid in full, the letter of credit shall be returned to the maker of the Promissory Note. The letter of credit shall be kept current. If the letter of credit has an expiration date prior to the date of the final payment of the Promissory Note, and the letter of credit is not extended by at least 20 days prior to its expiration date, Owner shall be deemed to be in default and the County shall demand payment under the letter of credit for the full remaining balance of the Promissory Note.

In the event an existing Improvement, which has previously used 700 or less GPD of Water and/or Wastewater and the Owner thereof desires to connect to the County's Water, Wastewater and/or Reclaimed Water System, the applicable Unit Connection Fees at the time of Connection may, at the option of the Owner, be paid over time for a period not to exceed seven (7) years in the manner hereinafter set forth. Interest shall be paid on the unpaid balance of the Unit Connection Fee(s) owed at the rate of five percent (5.0 %) per annum. The interest rate may be modified by subsequent resolution(s) of the Board. When the Owner of such an Improvement requests payment over time of Unit Connection Fees, the Owner and the County will agree on the date the final payment shall become due, which date shall be an anniversary date of the proposed date of the Water, Wastewater and/or Reclaimed Water Connection. The payment shall be on a monthly basis.

The County shall then calculate the number of months between the proposed date of the Connection and the final payment date. Such number shall constitute the number of Note Payment Dates.

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The County shall divide the total amount of the Unit Connection Fees by the integer number that is one less than the number of Note Payment Dates. The quotient shall constitute the Down Payment.

Before the physical Water, Wastewater and/or Reclaimed Water connection is made, the owner shall pay the Down Payment to the County and shall execute and deliver to the County an unsecured Promissory Note in recordable form attached hereto in Exhibit E of Appendix A dated the proposed Connection date and in the principal amount of the Unit Connection Fee(s) due to County less the Down Payment. All recording fees shall be paid by the Owner. The principal and interest on the Promissory Note shall be paid in equal monthly installments from the date of Connection until paid in full.

Upon all payments being paid by Owner in full, the Promissory Note shall be satisfied. Should the Promissory Note not be paid in a timely basis, the County may sue on the Promissory Note and/or may disconnect the applicable Water and/or Wastewater Connection as allowed in Section 23 until all sums due under the Promissory Note have been paid in full and all appropriate disconnect and reconnect fees have been paid.

The terms, conditions and/or provisions of this paragraph E and the Exhibits referred to herein may be supplemented, modified, added to, deleted and/or changed by subsequent resolution(s) of the Board.

F. Assessment of Unit Connection Fees for Property Use Changes.

Unit Connection Fees shall be assessed in the event an existing Improvement, which had previously paid Unit Connection Fees based on a previously assessed use, performs Improvements to the property or changes the use of the property. The Owner of the Improvement shall provide appropriate documentation to confirm the modified Level of Service for Water, Reclaimed Water and/or Wastewater services required for the Improvement's modified use in accordance with the Utility Rate Tariff, Schedule A. In the event that the Level of Service for the modified use is greater than the previously assessed use, additional Unit Connection Fees shall be paid for the increased Level of Service. In the event that the Level of Service for the modified use is less than the previously assessed use, the Improvement will retain credit for the previously assessed Level of Service and no additional Unit Connection Fees shall be collected nor refunded to the Owner.

In cases where an existing commercial property is expanding its use and corresponding Level of Service for Water and/or Wastewater in an increment larger than 2,000 GPD, then the County may allow the Owner to establish a payment plan over two (2) years to pay for the additional assessed Unit Connection Fees. If the Owner defaults on the payment plan the proposed Level of Service will be reduced to the original Level of Service and any payments made towards the additional Unit Connection Fees will be retained by the County.

In cases where a commercial property has multiple buildings or Improvements with multiple existing Utility customers, the assessment for modified uses shall be evaluated on an individual building/customer basis.

G. Water, Wastewater and/or Reclaimed Water Unit Connection Fee Refund Agreements.

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(1) All Developments that require extension of Water, Wastewater and/or Reclaimed Water mains along transmission corridors (hereafter referred to as transmission mains) are required to size such mains (diameter of the main) as indicated in the County Water, Wastewater and/or Reclaimed Water Master planning documents, or as deemed necessary by the Director.

(2) Prior to any Service being provided by County, a Developer or Owner requiring an extension or expansion of the County Water, Wastewater and/or Reclaimed Water System may be required to construct and convey to the County (i) a section of Water, Wastewater and/or Reclaimed Water transmission main; (ii) a Water and/or Wastewater Treatment Plant; (iii) a Water, Wastewater and/or Reclaimed Water storage and/or booster station; (iv) a Wastewater master pump station; and/or (v) provide land for these above-referenced facilities. (All such facilities shall hereafter be referred to as "Contributed Property").

(3) In certain instances, the County may allow for phasing or scheduled installation of Contributed Property, in which case an agreement shall be executed prior to final design approval of the initial phase of the Development, clearly identifying such phasing or scheduled installation.

(4) Pursuant to Section 14 of this Ordinance, the deed or other evidence of conveyance for Contributed Property shall be accepted by the Board, and where appropriate, recorded in the County's Official Records at the Developer or Owner's expense.

After completion of construction of the Contributed Property, a Developer or Owner may connect additional Improvements to the Contributed Property, and, upon such Connection, must pay a Water, Wastewater and/or Reclaimed Water Unit Connection Fee. Under such circumstances, the Director may consider and authorize a refund of the Transmission and/or Treatment component of the Unit Connection Fee to a Developer or Owner who constructed the Contributed Property.

To uniformly administer the refund policy, the Director shall establish a procedure for granting refunds, which procedure shall require at a minimum the following:

(1) A written request for a refund from the Developer or Owner; and

(2) A written Refund Agreement between the Director on behalf of the County and Developer or Owner, which shall provide, at minimum, for the following:

a. Names of the parties;

b. Description of the Contributed Property, together with total cost of construction (with supporting documents);

c. Description of Improvements to be connected to the Contributed Property which entitle a Developer or Owner to a refund;

d. Amount of the refund;

e. Manner of payment of the refund;

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f. Date of the agreement;

g. Date by which the refund must be used in its entirety, which date shall be up to _____ (xx) years after the date granting the Contributed Property is deeded or otherwise conveyed to County;

h. A requirement that the Refund Agreement be recorded by the Clerk at the Developer or Owner's expense; and

i. Any other conditions, rights or obligations that either the Director or the Board may direct.

(3) The refund period shall be based on the criteria listed below:

(a) Six (6) Year Refund Period: A maximum of a six (6) year refund period (calculated from the date of conveyance to County of the Contributed Property) shall be granted if the actual construction value of the Contributed Property is equal to or less than one million dollars ($1,000,000.00). This six (6) year refund period may be increased in increments of one (1) year, up to a maximum total of nine (9) years, by resolution of the Board. Such refund period increments beyond six (6) years may be granted if the Board determines such increase is in the County's best interest. Examples of circumstances in the County's best interest include, but are not limited to, advantage in public health and safety or the protection of the environment for the Contributed Property, or related to public health and safety and/or the advantages in efficiencies gained in the operations and maintenance of existing Utility Infrastructure and/or Contributed Property.

(b) Nine (9) Year Refund Period: A maximum of a nine (9) year refund period (calculated from the date of conveyance of the Contributed Property) shall be granted, if the actual construction value of the Contributed Property is equal to or less than four million dollars ($4,000,000.00). This nine (9) year refund period may be increased in increments of one (1) year, up to a maximum total of twelve (12) years, by resolution of the Board. Such refund period increments beyond nine (9) years may be granted if the Board determines such increase is in the County's best interest. Examples of circumstances in the County's best interest include, but are not limited to advantages in public health and safety on the protection of the environment for the Contributed Property, and/or advantages in efficiencies gained in the operations and maintenance of the existing Utility Infrastructure and/or Contributed Property.

(c) Refund Agreements for (i) Contributed Property with an actual construction value greater than four million dollars ($4,000,000) and/or (ii) refund periods greater than nine (9) years shall require approval of the Board.

The Refund Agreement refund amount shall not exceed the lesser of: (i) the actual cost of the Contributed Property and/or the appraised value of land upon which required facilities

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are located; or (ii) the respective portion of Unit Connection Fees accruing from connections to the Developer or Owner's Improvements.

Refunds not requested by the expiration date of the Refund Agreement shall be forfeited with no further notice to Developer or Owner and without any further liability to the County.

Refunds shall be limited to the portion of the Unit Connection Fee which coincides with the type (Water, Reclaimed Water, and/or Sewer) and function (transmission and/or treatment) of the Contributed Property conveyed to County.

Refunds shall be limited to the Unit Connection Fees collected from customers that receive service from mains directly connected to the Contributed Property. Unit Connection Fees incurred by customers that connect to future extensions of the Contributed Property, including significant transmission infrastructure branches off of the Contributed Property, are not refundable unless specifically provided for in the executed Refund Agreement.

Service will not be provided to customers prior to the completion of the Contributed Property, unless a phased or scheduled installation of the Contributed Property is deemed beneficial to County, determined to be technically feasible, and is previously approved by the County Administrator. Any Unit Connection Fees collected prior to the acceptance of the Contributed Property by the Board will not be eligible for refund, unless such said refund is specifically provided for in a development agreement approved and executed by the Board.

In certain cases, the County Utility Department, subject to approval by the Board, may enter into infrastructure cost share agreements in lieu of Unit Connection Fee Refund Agreements to accommodate replacement, extension, or upgrade of key infrastructure. Such agreements shall be drafted in the best interest of the County and to the benefit of the County Utility Department to meet Level of Service goals.

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SECTION 26. COLLECTION OF WASTEWATER FEES WHERE OWNER HAS PRIVATE OR OTHER WATER SUPPLY

Where Wastewater fees and charges are not paid in accordance with the provisions in this Ordinance by an Owner with a Water supply not owned and operated by the County, the County shall have a right to disconnect the Owner's Connection to the County Wastewater System, subject to the provisions of Section 23. Where such Owner is served Water by another utility, the Utility is authorized to execute an agreement with such other utility to provide for termination of Water Service for customers who do not pay the fees for Wastewater Service, subject to the provisions of Section 23. Where disconnection has occurred pursuant to this Section, the Owner shall have no right to reconnect to the County Wastewater System or other water system until the Wastewater fees and charges established pursuant to this Ordinance have been paid in full. Any reconnection of Wastewater Service Connection or connection to other water supply before such fees and charges have been paid in full shall be considered a violation of this Ordinance, punishable as provided in Section 36.

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SECTION 27. DEPOSITS FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER

Every User of Water, Wastewater, and/or Reclaimed Water Service from the County Water, Wastewater, and/or Reclaimed Water System shall pay, or cause to be paid, to the County the deposits identified below prior to use of such Water, Wastewater, and/or Reclaimed Water Service, unless otherwise provided herein.

A. Deposits shall be a means by which the County shall recoup its losses, if an Account Holder does not pay their Water, Wastewater, and/or Reclaimed Water bill, or causes damage to the County Systems and fails or refuses to correct such damage.

B. Deposits for single use installation by meter size shall be charged according to the Utility Rate Tariff, Schedule B.

C. Deposits for residential multiple-use installation by meter size shall be charged according to the Utility Rate Tariff, Schedule C.

D. Deposits for multiple-use cases, commercial and/or industrial use where one meter serves several units shall be charged according the Utility Rate Tariff, Schedule D.

E. Deposits for Reclaimed Water Service per EIC shall be charged according to the Utility Rate Tariff, Schedule E.

F. Deposit amounts and the Utility Rate Tariff, Schedules B, C, D, and/or E may be changed from time to time by resolution of the Board.

G. An Applicant requesting Water, Wastewater, and/or Reclaimed Water service as an Owner shall state in the Application the nature of his interest in the property.

H. Owners and tenants who have incurred delinquent Water, Wastewater, and/or Reclaimed Water charges shall be listed in an uncollected final bill listing to be maintained by the Utility Department customer service staff. These accounts shall be removed from active status and Service disconnected in a manner elsewhere provided in this Ordinance. If unpaid after a 12-month period, accounts shall be entered into a separate file labeled "uncollected bills." This list shall be updated annually, with a copy given to the finance department as an adjustment to the accounts receivable/bad debt accounts prior to fiscal year end. An Application for Water, Wastewater, and/or Reclaimed Water service shall not be accepted from any person listed in the "uncollected bill" listing until the charges are paid.

I. Existing or new Users, who can demonstrate by virtue of a letter from their prior Water, Wastewater, and/or Reclaimed Water service provider or other utility provider that they have maintained a "Good Credit History" over a continuous 12-month period immediately preceding the new User receiving Water, Wastewater, and/or Reclaimed Water service from the County or during a twelve (12) month period of receiving service from the County, may apply to have their deposit waived or refunded.

J. Returning customers who maintained a "Good Credit History" with the Utility Department over a continuous twelve (12) month period within the previous twenty-four (24) months may apply to have their deposits waived.

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K. Deposits of one hundred dollars ($ 100.00) or greater may be billed in up to four (4) equal monthly installments on the User's monthly water bill, beginning with the first monthly bill.

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SECTION 28. REFUND OF DEPOSITS AND INTEREST ON DEPOSITS

A. REFUND OF DEPOSITS

(1) The County shall refund the Account Holder's deposit to Account Holders who have had continuous service for a period of 12 months and have established a "Good Credit History."

(2) "Good Credit History" means that during the preceding 12 consecutive months, a customer (a) never had Service discontinued for delinquent payment; (b) never had a payment returned as uncollected; and (c) had no more than one instance of a delinquent payment of a bill.

(3) Deposit refunds shall be applied as a credit to the Account Holder's account for the next billing cycle after the Account Holder has completed 12 months of continuous Service and has established a "Good Credit History." When the credit exceeds the amount of the bill to which the credit is applied, the balance of the credit shall be applied to the following bill.

(4) Upon disconnection of Service at Account Holder's request, any deposit then held by the County shall be applied toward any unpaid charges, fees, and bills. Any remaining deposit shall be refunded to the Account Holder.

B. INTEREST ON DEPOSITS.

(1) The County shall pay each Account Holder the actual interest earned by the County on the Account Holder's deposit as follows:

(A) Interest accruing on a deposit shall be applied annually as a credit to the Account Holder's account in the January billing cycle following accrual of the interest.

(B) Upon disconnection of Service, any interest earned on a deposit which has not previously been credited to the Account Holder's account shall be applied toward any unpaid charges, fees, and bills. Any remaining interest shall be refunded to the Account Holder.

C. SETTLEMENT OF DISPUTES.

(1) If a dispute should arise with any Account Holder concerning the refund of a utility deposit or interest, then the Director is authorized to negotiate a settlement of such dispute and depart from the payment schedule in paragraphs A and B provided the County does not refund to the Account Holder more than the amount of the deposit plus interest earned on the deposit.

(2) Any decision by the Director may be appealed to the Board. Appeals are made to the Board by filing a notice appeal with the County Administrator within thirty (30) days of the date of the written decision from the Director. The appeal shall be scheduled on the next available meeting of the Board. The decision of the Board shall constitute final action of the County and may, thereafter, be appealed in accordance with Florida law.

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SECTION 29. WATER, WASTEWATER, AND/OR RECLAIMED WATER DEPOSITS FOR DELINQUENT ACCOUNT HOLDERS AND HIGH RISK PENALTY CHARGES

A. Every Account Holder that is delinquent in paying a monthly utility bill and has been disconnected twice during any twelve (12) month period shall be considered "high risk".

B. Every Account Holder disconnected for delinquent payments two or more times in a 12-month period shall be charged an additional high risk penalty charge as specified in the Utility Rate Tariff, Schedule B. The high risk penalty charge shall be collected prior to restoration of Service, and will be collected in addition to any unpaid charges, fees, or bills.

C. No prior paid deposits that were calculated properly that have not been refunded need be increased, unless there is an increase in Service.

D. If an Account Holder has a delinquent account, active or inactive, and requests new Service to a Unit, no new Service will be approved until the delinquent account has been paid in full or until the Account Holder has made satisfactory payment arrangements for the delinquent amount.

E. Account Holders who have had their deposits waived or refunded and subsequently are delinquent in paying a monthly utility bill and are disconnected will be required to pay a deposit according to Schedules B, C, D and/or E of the Utility Rate Tariff as applicable, before service will be restored.

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SECTION 30. WATER, WASTEWATER, AND/OR RECLAIMED WATER SERVICE CHARGES

Service charges shall be charged to each County Water, Wastewater, and/or Reclaimed Water System Account Holder, after the initial tapping fees have been paid, as follows:

A. Service charges shall be assessed for the following reasons:

(1) A meter reading, in addition to the normal monthly reading, that is requested by the Account Holder for any purpose. If it is found by the Director that the normal monthly reading is incorrect, no service charge will be assessed for the requested additional reading.

(2) When a past due account has been processed for disconnection of service due to non-payment.

(3) A meter placed in an already established meter box for a new Account Holder upon written request. (A new Account Holder shall pay a deposit pursuant to Section 27, plus a service charge, if a tap has already been made.)

(4) A meter that is changed at the Account Holder's request when the original meter was in proper working order at the time of the change, in addition to the cost of the meter.

(5) A meter that is repaired or replaced because of damage by the Account Holder or due to the Account Holder's actions. Reasonable costs for material used for such repair or replaced installation shall be billed in addition to the service charge.

(6) A trip made to an Account Holder's property at the Account Holder's request for any reason other than the normal monthly reading.

(7) When a County Water, Wastewater, and/or Reclaimed Water bill remains unpaid for more than 60 days, and the account is turned over to a collection agency or other efforts are made to collect the amount owed. In such an event, the costs of collection shall be added to the amount of the debt. Collection service charges shall be the amount specified in Schedule H of the Utility Rate Tariff, or 35% of the debt, whichever is greater.

(8) Change or transfer of a deposit from one address to another when a physical reading is required, pursuant to Section 33.

(9) Meter test as provided below in paragraph B (2) of this section.

(10) A seven (7) day use service charge shall apply for temporary service requested such as for purposes of cleaning or repairing property, plus Water, Wastewater, and/or Reclaimed Water usage, as applicable.

(11) An Industrial Wastewater Discharge Permit Application fee shall be paid by the permittee prior to Application.

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(12) Late fee for processing and mailing delinquency notice equal to 1.5% of the delinquent monthly service bill or delinquent laboratory service charge bill or the amount specified in the Utility Rate Tariff, Schedule H, whichever is greater.

B. Service charges for the services described in paragraph A of this section, shall be paid as shown in the Utility Rate Tariff, Schedule H, unless otherwise provided herein.

(1) Service charges shall be paid in advance before the meter is disconnected or replaced as stated in paragraph A-4 of this Section. All other service charges will be billed on the following monthly billing, unless prior arrangements have been made and approved by the Director.

(2) A meter test service charge, as specified in the Utility Rate Tariff, Schedule G, shall be paid to the County after testing any Water or Reclaimed Water meter at an Account Holder's request. If the test determines that the Water or Reclaimed Water meter does not meet AWWA standards, the meter test service charge shall not be charged by the County.

C. Requests made for services described in paragraph A of this section after 12:00 PM may be responded to on the following work day, unless the Account Holder requests same day service. Requests for services described in paragraph A of this section which require same day service and are made after 12:00 PM or which require service on a non-work day will be assessed an additional service charge as shown on The Utility Rate Tariff, Schedule H, unless the work is completed before the close of the normal work day.

D. Service charges and fees identified in the Utility Rate Tariff, Schedules G and H may be changed from time to time by resolution of the Board.

E. The charges and fees specified in the Utility Rate Tariff, Schedule G and H may be waived at the discretion of the Director.

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SECTION 31. WATER, WASTEWATER AND/OR RECLAIMED WATER BILLING ADJUSTMENTS

A. Water or Reclaimed Water Billing Adjustments: An Account Holder may request a review of a monthly Water or Reclaimed Water Bill under Section 23(L) of this Ordinance for the following reasons:

(1) Leakage of Water or Reclaimed Water from the Water or Reclaimed Water meter due to incorrect installation or other causes by the Utility Department. Adjustments under this paragraph will be at the full amount.

(2) Leakage of Water or Reclaimed Water from a broken or damaged pipe or leakage due to vandalism. Adjustments under this paragraph will be at the block 1 rate.

(3) No other Water or Reclaimed Water bill adjustments will be allowed under this Ordinance unless approved by the Board or by the Director.

B. Wastewater Billing Adjustments: An Account Holder may request a review of a monthly Wastewater bill under Section 23(L) of this Ordinance for the following reasons:

(1) If the Account Holder asserts that it has been billed for Wastewater Service based on metered Water that could not possibly have entered the County's Wastewater System because the water was used for initial filling of a swimming pool or any refill after repairs, upon receipt of proof; or

(2) Other adjustments at the discretion of the Director.

C. No adjustment to a Water, Wastewater, and/or Reclaimed Water bill shall affect or change the following charges:

(1) The minimum monthly rate.

(2) Charges billed by the County more than 90 days prior to the date of the Account Holder's written request for an adjustment.

D. Payment plans can be arranged for those Account Holders experiencing temporary economic hardship and/or an unusually high Water, Wastewater, and/or Reclaimed Water billing. The billing will be due in equal monthly installments (following the schedule below), in addition to each month's current billing. An initial payment equal to or greater than the normal bill average must be made at the time a payment arrangement is entered into. The average will be based on the three months of billing prior to the higher than normal bill(s). The Account Holder must sign a deferred payment agreement in the utility customer service offices. If the Account Holder fails to pay either the installment amount or the current month's billing, Service shall be disconnected without further notice and all sums shall become immediately due and payable. As long as established payment plans are adhered to, no delinquent notices shall appear on the Account Holder's record.

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Amount Due	Repayment Term
$50.00 - $100.00	3 Months
$101.00 - $300.00	4 Months
$301.00 - $500.00	6 Months
$501.00 - $1,000	8 Months
$1,001.00 or more	12 months

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SECTION 32. RETURNED PAYMENTS

A. A service fee will be levied for returned payments as established by Section 125.0105, Florida Statutes, as may be amended. Upon receipt by the Utility of a returned check, declined credit card or debit card charges, the Account Holder will be notified by letter via the United States Postal Service to pay the amount of the returned check, declined credit card or debt card charges, plus the collection charge, by either cash or money order only, unless notice is not required pursuant to the provisions of Section 23. The Account Holder will be given seven (7) working days to make payment or satisfactory payment arrangements. If not paid within seven (7) working days, Service will be disconnected as provided in Section 23.

B. If an Account Holder has three (3) returned checks, declined credit card charges or debit card charges, or any combination thereof, within a 12-month period, then the County ,ay require future payments to be made only by cash or money order.

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SECTION 33. DISCONTINUANCE OF SERVICE AT ACCOUNT HOLDER'S REQUEST; DEPOSIT TRANSFERS

A. An Account Holder who requests the discontinuance of Service shall pay the appropriate charges for Service received in the month of discontinuance, not less than the minimum rate provided in the Utility Rate Tariff. Requests for discontinuance of Service may be made in person, by mail, email, or by phone. Phone requests require that the Account Holder provide evidence that they are the Account Holder by providing the last four digits of the social security number or driver's license number to the Utility Representative.

B. When an Account Holder moves from one service address to another service address within the utility service area, the deposit, if any, and any outstanding balance owed will be transferred from the previous service address to the new service address. In the event of such a transfer, pursuant to Section 30, a New Service Charge shall be assessed for connection of Service at the new address, as shown in the Utility Rate Tariff, Schedule H.

C. The Director may permit transfers of deposits without charge from one Account Holder to another at the same address upon the request of the present Account Holder and completion of a Transfer of Deposit form, in substantially the same form as attached hereto in Appendix A, Exhibit D. If a transfer is accepted by the Director, there will be no change to the account other than the name of the Account Holder. Any fees or charges remaining on the account shall be the responsibility of the new Account Holder.

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SECTION 34. NO FREE SERVICE

No Water, Wastewater, and/or Reclaimed Water Service shall be furnished by the County Utilities free of charge to any Person whatsoever, and each and every governmental agency, department or instrumentality, including the County, which uses Water, Wastewater, and/or Reclaimed Water Service shall pay the rates fixed by this Ordinance, unless otherwise provided herein. All Persons, and each and every governmental agency, department or instrumentality, including the County, shall pay Unit Connection Fees at the rates fixed by the Utility Rate Tariff, unless otherwise provided herein.

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SECTION 35. CHANGES TO RATES AND COSTS

A. On each October 1st, and at annual intervals thereafter, Water, Wastewater, and Reclaimed Water rates and Unit Connection Fees established by the Utility Rate Tariff shall be automatically "indexed" to inflation by applying to each rate and Unit Connection Fee existing as of the immediately preceding September 30th an additive increment in a percentage amount equal to the percentage increase of the Consumer Price Index for all Urban Consumers (CPI-U)according to the U. S. Bureau of Labor Statistics during the preceding fiscal year. In the event that the Consumer Price Index is negative, Rates and Unit Connection Fees shall be maintained at the same rate as the previous year. The County Water and/or, Wastewater, and/or Reclaimed Water Systems shall print and distribute to each Account Holder on the last monthly billing prior to each annual rate adjustment copies of an informational announcement showing the rates, both prior to and following the adjustment, and a statement that the adjustment is made automatically, at annual intervals, to compensate for inflation and is based on the prior year's change in the Consumer Price Index.

B. Notwithstanding anything in this Section or stated elsewhere in this Ordinance, all rates, deposits, charges, fees and costs established or contemplated by this Ordinance may be modified or established at any time by resolution of the Board.

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SECTION 36. ENFORCEMENT AND PENALTIES

A. It shall be unlawful for any Person to violate any provision of this Ordinance. Any Person who violates a provision of this Ordinance may be prosecuted in the same manner misdemeanors are prosecuted pursuant to Section 125.69, Florida Statutes (2021). Such violations shall be prosecuted in the name of the state in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof and upon conviction shall be punished by a fine not to exceed $500.00 or by imprisonment in the County jail not to exceed 60 days or by both such fine and imprisonment. However, each violation by an Industrial User of any of the Pretreatment Standards and Requirements shall be punished by a fine not to exceed $2,000.00 or by imprisonment in the County jail not to exceed 60 days or by both such fine and imprisonment. Each day that an offense or violation of any provision of this Ordinance continues shall be deemed a separate offense.

B. This Ordinance may be enforced in accordance of Chapter 162 of the Florida Statutes. A code enforcement officer may issue a citation for the violation of any provision of this Ordinance which is included in the list of offenses enforceable by citation in the Utility Rate Tariff, Schedule I. The applicable civil penalty if a person elects not to contest a citation is contained in the Utility Rate Tariff, Schedule I. If a person elects to contest a citation, the civil penalty shall not exceed the maximum civil penalty allowed by Chapter 162, Florida Statutes. Each day a violation continues subsequent to the issuance of a citation shall constitute a separate offense. All provisions of Ordinance No. 94-36, as it may be amended from time to time, shall apply to citations issued for violations of this Ordinance.

C. Any Account Holder who has received more than three (3) citations within a twelve (12) month period will be required to pay a "Damage Charge" of three hundred dollars ($300.00) to the Utility Department in addition to the citation amount charged by the courts. This amount will be charged to the Account Holder's utility account during the next billing period. Failure to pay such charges will prohibit additional new service connections from being established until the "Damage Charge" is paid in full.

D. The enforcement provisions provided above are supplemental in nature and are not intended to prohibit the County from seeking any remedy available at law or equity.

E. When the Director finds that an Account Holder has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may serve upon that Account Holder a written notice of violation. Within 30 days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the Account Holder to the Director. Submission of such a plan in no way relieves the Account Holder of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this Section shall limit the authority of the Director to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

F. The Director may enter into Consent Orders with Industrial Users (IU), assurances of voluntary compliance, or other similar documents establishing an agreement with any Industrial User responsible for noncompliance with any provision of this Ordinance. Such

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documents will include specific action to be taken by the Industrial User to correct the noncompliance within a time period specified by the document and shall have the same force as compliance orders and cease and desist orders and shall be judicially enforceable.

G. One or more of the following additional enforcement procedures may be used by the County when an Industrial User does not comply with a provision of this Ordinance.

(1) Immediate threat to public health. The Director may require the immediate halt of a Discharge, if it is deemed an immediate threat to public health or the County Water, Wastewater, and/or Reclaimed Water System.

(2) Self-Monitoring. The Director may require the IU to review its self-monitoring data to determine whether a violation of this Ordinance and/or of its Permit limitations has occurred. If a violation has occurred, the IU shall provide to the Director:

a. Notification that a violation has occurred. Such notification shall be provided to the Director within 24 hours of discovery of the violation.

b. A description of the magnitude and nature of the violation.

c. Details regarding analytical quality assurance.

(3) Resampling. If sampling performed by a IU indicates a violation, the IU must notify the Director within twenty-four (24) hours of becoming aware of the violation. The IU shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within thirty (30) days after becoming aware of the violation. If the IU fails to resample and report within 30 days, Director may issue a Notice of Violation ("NOV") requiring the IU to resample and submit the report within 30 days. Resampling is not required if the Control Authority performs sampling at the IU at a frequency of at least once per month or the Control Authority performs sampling at the IU between the time when the initial sampling was conducted and the time when the IU or the Control Authority receives the results of the sampling.

(4) County Wastewater System Monitoring. The County may conduct periodic independent compliance monitoring of IUs, as the Director deems appropriate. The County may randomly sample and analyze the effluent from IUs and conduct surveillance activities in order to identify, independent of information supplied by the IUs, occasional and continuing noncompliance with pretreatment standards. If the County discovers a violation that does not appear to be a Significant Violation, the County may issue a NOV and a 30-day compliance schedule including the requirement to resample in order to determine whether the violation is significant. The results of the resampling shall be submitted to the County within 30 days of the sending of the compliance schedule.

(5) Significant Violations. The Director may review sampling data to determine whether a Significant Violation may have occurred. If it appears that a Significant Violation has occurred, the Director may review the data to determine whether a Significant Noncompliance has occurred.

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(6) Compliance Orders. When the Director finds that an IU has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may issue an order to the IU responsible for the Discharge directing that the IU come into compliance within a specified time. If the IU does not come into compliance within the time provided, sewer Service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants Discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the IU of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the IU.

(7) Final Schedule of Compliance. Pretreatment facilities shall achieve compliance according to the construction compliance schedule. Fines or penalties shall accrue on a daily basis until compliance is achieved or service is terminated. The IU shall submit a draft final compliance schedule within 15 days of notice of non-compliance from the County. Upon receipt of the draft compliance schedule, the County may issue the final schedule of compliance as a condition of continued operation. Upon completion of the compliance schedule, the County may review the final data to determine whether compliance has been achieved.

(8) Show Cause Hearing. The Director may order an IU which has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, to appear before the Director and show cause why the proposed enforcement action should not be taken. Notice shall be served on the IU specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the IU show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least seven (7) days prior to the hearing. Such notice may be served on any authorized representative of the IU. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the IU.

(9) Cease and Desist Orders. When the Director finds that an IU has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the IU's past violations are likely to recur, the Director may issue an order to the IU directing it to cease and desist all such violations and directing the IU to immediately comply with all requirements and take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or

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terminating the Discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the IU.

H. False Statement/Tampering

It is unlawful for any Person to knowingly make any false statement, representation, or certification in any Application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Ordinance, Wastewater Discharge Permit, or order issued hereunder, or to falsify, tamper with, or knowingly render inaccurate any monitoring device or method required under this Ordinance.

I. Affirmative Defenses to Discharge Violations

(1) Upset.

a. An upset shall constitute an affirmative defense to an action brought for noncompliance with Categorical Pretreatment Standards, if the requirements of paragraph (b), below, are met.

b. An IU who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

1. An upset occurred and the IU can identify the cause(s) of the upset;

2. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

3. The IU has submitted the following information to the Director within twenty-four (24) hours of becoming aware of the upset (if this information is provided verbally, a written submission must be provided within five (5) calendar days):

(a) A description of the indirect discharge and cause of noncompliance;

(b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

(c) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

c. In any enforcement proceeding, the IU seeking to establish the occurrence of an upset shall have the burden of proof.

d. IUs will have the opportunity for a judicial determination on any claim of upset only in an enforcement action arising from noncompliance with Categorical Pretreatment Standards.

e. IUs shall control production of all Discharges to the extent necessary to maintain compliance with Categorical Pretreatment Standards upon

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reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

(2) Prohibited Discharge Standards. An IU shall have an affirmative defense to an enforcement action brought against it for noncompliance with the Prohibitions set forth in Section 17 of this Ordinance, if it can prove that it did not know, or have reason to know, that its Discharge, alone or in conjunction with Discharges from other sources, would cause Pass Through or Interference and that either:

a. A Local Limit exists for each pollutant discharged and the IU was in compliance with each limit directly prior to, and during, the Pass Through or Interference; or

b. No Local Limit exists, but the Discharge did not change substantially in nature or constituents from the IU's prior Discharge when the County was regularly in compliance with its NPDES permit, and in the case of Interference, was in compliance with applicable Sludge use or disposal requirements.

(3) Bypass.

a. An IU may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the following provision.

b. If an IU knows in advance of the need for a bypass, the IU shall submit prior notice to the Director, at least ten (10) calendar days before the date of the bypass, if possible.

c. An IU shall submit verbal notice to the Director of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) calendar days of the time the IU becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Director may waive the written report on a case-by-case basis if the verbal report has been received within twenty-four (24) hours.

d. Bypass is prohibited, and the Director may take an enforcement action against an IU for a bypass, unless

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

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2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

3. The IU submitted notices as required by this Section.

e. The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in subparagraph d, above.

J. Administrative Fines

When the Director finds that an IU has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may fine such IU in an amount not to exceed $2,000.00. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

(1) Unpaid charges, fines, and penalties shall, after 30 calendar days, be assessed an additional penalty. A lien against the IU's property may be sought for unpaid charges, fines, and penalties.

(2) IU's desiring to dispute such fines must file a written request for the Director to reconsider the fine along with full payment of the fine amount within 30 days of being notified of the fine. Where a request has merit, the Director may convene a hearing on the matter. In the event the IU's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the IU. The Director may add the costs of preparing administrative enforcement actions such as notices and orders to the fine.

(3) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the IU.

K. Emergency Suspensions

The Director may immediately suspend a IU's Discharge, after informal notice to the IU, whenever such suspension is necessary to stop an actual or threatened Discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of Persons. The Director may also immediately suspend an IU's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

(1) Any IU notified of a suspension of its Discharge shall immediately stop or eliminate its contribution. In the event of an IU's failure to immediately comply voluntarily with the suspension order, the Director may take such steps as deemed necessary, including immediate severance of the sewer Connection, to

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prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Director may allow the IU to recommence its Discharge when the IU has demonstrated to the satisfaction of the Director that the period of endangerment has passed, unless the termination proceedings in the following Section are initiated against the IU.

(2) An IU that is responsible, in whole or in part, for any Discharge presenting imminent endangerment shall submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent any future occurrence to the Director prior to the date of any show cause or termination hearings.

(3) Nothing in this Section shall be interpreted as requiring a hearing prior to any emergency suspension under this Section.

L. Termination of Discharge

In addition to provisions of Section 18 regarding revocation of Wastewater Discharge Permits, any IU who violates the following conditions is subject to Discharge termination:

(1) Violation of a Wastewater Discharge Permit condition;

(2) Failure to accurately report the Wastewater constituents and characteristics of its Discharge;

(3) Failure to report significant changes in operations or Wastewater volume, constituents, and characteristics prior to Discharge;

(4) Refusal of reasonable access to the IU's premises for the purpose of inspection, monitoring, or sampling; or

(5) Violation of the Pretreatment Standards of this Ordinance.

The IU will be notified of the proposed termination of its Discharge and be offered an opportunity to show cause under the show cause hearing section of this Ordinance why the proposed action should not be taken. Exercise of this option by the Director shall not be a bar to, or a prerequisite for, taking any other action against the IU.

M. Judicial Enforcement Remedies

(1) Injunctive Relief. When the Director finds that an IU has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may petition the Circuit Court in and for St. Johns County through the County Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the Wastewater Discharge Permit, order, or other requirement imposed by this Ordinance on activities of the IU. The Director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the IU to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a IU.

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(2) Civil Penalties. An IU who has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to the County for a maximum civil penalty of $2,000 per violation, per day. In the case of a monthly or other long-term average Discharge limit, penalties shall accrue for each day during the period of the violation.

a. The Director may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the County.

b. In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the IU's violation, corrective actions by the IU, the compliance history of the IU, and any other factor as justice requires.

c. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a IU.

(3) Code Enforcement

a. An IU who willfully or negligently violates any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall, upon being found liable, be subject to a fine of not more than $1,000 per violation, per day, or imprisonment for not more than 60 days, or both.

b. In the event of a second conviction, an IU shall be subject to a fine of not more than $5,000 per violation, per day, or imprisonment for not more than 60 days, or both.

c. An IU who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage or for any other violation that is irreparable or irreversible shall be subject to a fine of not more than $15,000, or imprisonment for not more than 60 days, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.

d. In determining the amount of the fine, the following factors shall be considered: the gravity of the violation, any actions taken by the violator to correct the violation, and any previous violations committed by the violator.

N. Remedies Nonexclusive.

The remedies provided for in this Ordinance are not exclusive. The Director may take any, all, or any combination of these actions against a noncompliant violator. Enforcement of pretreatment violations will generally be in accordance with the County's Enforcement

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Response Plan. However, the Director may take other action against any violator when the circumstances warrant. Further, the Director is empowered to take more than one enforcement action against any noncompliant violator.

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SECTION 37. PROCEDURE FOR APPEALS

A. Whenever an appeal of any action by the Director or County Administrator under this Ordinance is filed, except for code enforcement actions, the procedures outlined in this Section shall apply; provided, however, that no appeal related to billing complaints or disputes under Section 23 may be filed until the procedures outlined in paragraphs (L) and (M) of Section 23 have been exhausted.

B. An appeal may be initiated by any aggrieved person by filing a written notice of appeal with the Director and paying a filing fee, as specified in the Utility Rate Tariff, Schedule H, no later than thirty (30) days of the date of the action which is the subject of the appeal. The notice of appeal shall be filed on forms provided by the Director and shall include all pertinent information as requested thereon.

C. No later than fifteen (15) days after the notice of appeal is filed, the Director shall set a reasonable date and time for hearing before the Board and shall provide the appellant with written notice of the hearing. The hearing shall be held no later than sixty (60) days after the notice of appeal is filed with the Director.

D. At the hearing, the appellant shall be permitted to present its case by verbal and documentary evidence; to present sworn witnesses; to submit rebuttal evidence; to conduct cross-examination as may be required for a full and true disclosure of the facts; and to make offers of compromise. Unless otherwise required by Florida law, formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. The Board's decision shall be by written order with findings of fact and reasons to support the decision.

E. In its sole discretion, the Board may appoint the County's Special Magistrate as a hearing officer to hold a de novo public hearing and make findings of fact and conclusions on any appeal filed in accordance with this Section. No later than fifteen (15) days after the appointment of the Special Magistrate, the Director shall provide the appellant with written notice of hearing, which shall be held no later than sixty (60) days after appointment of the Special Magistrate. The provisions of paragraph D. above shall also apply to such hearings. No later than thirty (30) days after the hearing, the Special Magistrate shall issue a written report and recommendation to the Board, including findings of fact and conclusions and a recommended order. The findings of fact and conclusions shall be binding upon the Board, but the recommended order shall be advisory only.

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SECTION 38. JURISDICTION

All sections of this Ordinance shall apply to the unincorporated areas of St. Johns County, less such unincorporated areas that are located from time to time within any (i) investor owned Water, Wastewater, and/or Reclaimed Water franchised or certificated service area; (ii) Water, Wastewater, and/or Reclaimed Water utility service area of any municipality when such areas are created by interlocal agreement between such municipality and the County, while such interlocal agreements are in effect, or (iii) Water, Wastewater, and/or Reclaimed Water utility service area of any privately owned utility.

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SECTION 39. SEVERABILITY

If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

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SECTION 40. EFFECT OF THIS ORDINANCE ON PREVIOUS ORDINANCES; AND CONFLICTING ORDINANCE REPEALED

St. Johns County Ordinances 2006-4, 2013-13 and 2016-45 are hereby amended, restated, consolidated, supplemented and replaced by this Ordinance. All provisions or parts of those or any other ordinances and resolutions of the County that are in conflict herewith are hereby repealed to the extent of such conflict.

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SECTION 41. CONSOLIDATION OF OPERATION OF MAIN DIVISION AND PONTE VEDRA DIVISION

A. By St. Johns County Ordinance 2016-45, the County consolidated two previously independent water and wastewater enterprise funds, referred to as the "Main System" and the "Ponte Vedra System," into a single enterprise fund, while creating two separate divisions, referred to as the "Main Division" and the "Ponte Vedra Division," to be operated independently with respect to the management of operation, customer accounting, and financial data for appropriate rate making and revenue generation activities within each division.

B. It has been determined that continuing to maintain independently operated divisions within the Utility system is no longer in the best interest of the County and that it will serve a public purpose to further consolidate the systems and divisions into one consolidated system for operational, as well as financial, purposes, governed by the provisions of a single ordinance.

C. Accordingly, the Main Division and the Ponte Vedra Division established by Ordinance 2016-45 are hereby consolidated and dissolved into a single system, which shall be known as the "Consolidated System," encompassing the Water, Wastewater, and Reclaimed Water Service Areas for the Main System and the Ponte Vedra System, as defined in Ordinance 2016-45. The Consolidated System shall be governed by the provisions of this Ordinance.

E. Notwithstanding the provisions of paragraph C, above, the Utility Rate Tariff, as adopted or modified by resolution of the Board, may establish and maintain separate rates, deposits, charges, fees and/or costs, as contemplated by this Ordinance, for the Main System and for the Ponte Vedra System, so long as such separate rates, deposits, charges, fees, and/or costs are reasonable and not arbitrary, in consideration of the value of the respective Water, Wastewater and/or Reclaimed Water systems, the acquisition cost incurred by the County for the systems, any anticipated costs to place or maintain the system in operation and proper working order in compliance with the Manual, the cost of service, the character of the service provided, and such other factors as may be deemed pertinent.

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SECTION 42. COPY OF ORDINANCE AVAILABLE TO THE PUBLIC

A copy of this Ordinance shall be kept on file at the business/billing office of the County Utility Department and shall be made available for inspection by all interested persons. Copies may be purchased for a reasonable fee from the Clerk's office at the County Administrator's Building.

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SECTION 43. INCORPORATION OF SCHEDULES AND EXHIBITS

All schedules and exhibits referred to in this Ordinance, as they may be amended from time to time by resolution of the Board, are hereby incorporated by reference and made a part of this Ordinance.

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SECTION 44. EFFECTIVE DATE

This Ordinance shall take effect upon filing with the Department of State of Florida.

PASSED AND ENACTED by the Board of County Commissioners of St. Johns County, State of Florida this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

Clay Murphy, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

By:_____
Deputy Clerk

Adopted regular meeting_____

Effective_____

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APPENDIX A

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EXHIBIT A

UNIT CONNECTION FEE
PROMISSORY NOTE

$_____ St. Augustine, Florida

For value received and as payment for certain Unit Connection Fees, the undersigned, jointly and severally, promise to pay to the order of St. Johns County, Florida, at the St. Johns County Utility Department Office, P.O. Drawer 3006, St. Augustine, Florida 32085, or elsewhere as the holder hereof may from time to time require, the principal sum of _____DOLLARS ($_____) together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of _____ percent (%____) per annum from the date below until paid; said principal and interest shall be paid in equal consecutive _____ installments of _____DOLLARS ($_____) each commencing one _____ from the date below and continuing on the same _____ each and every _____, thereafter until paid in full; said installments to be applied first to interest and balance to principal.

The makers hereof waive presentment for payment and demand. Time is of the essence hereof. It is expressly agreed that if this Note or any part of installment thereof be not paid within ten (10) days after the same becomes due and payable, anything herein to the contrary notwithstanding, the makers hereof understand that all unpaid sums shall immediately be due and payable at once, without notice or demand, together with all costs of collection including reasonable attorney's fee, whether suit be filed or not.

The makers hereof may prepay any part of the principal sum hereof in any amount at any time, but any such prepayment shall not relieve the makers hereof from making payment of the installment then due nor any subsequent installment provided hereby, unless at the time of such prepayment the makers hereof pay all sums hereon.

Any waiver of the right to exercise any option by the holder hereof shall not constitute a waiver of the right to exercise said option at any future time.

All notices, demand, presentment, dishonor and requirements under any law of Florida are hereby expressly waived.

This Note is secured by the terms of a mortgage (or a letter of credit) of even date herewith.

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SIGNED, SEALED AND DECLARED
IN OUR PRESENCE:

Dated as of: _____, 20__
(Date of Connection)

_____
Witness
Address

By :_____(SEAL)___
Name (Type or Print)

_____
Witness
Address

_____
Address

_____
Witness
Address

By:_____(SEAL)___
Name (Type or Print)

_____
Witness
Address

_____
Address

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who produced a _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 20__.

_____
Notary Signature

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EXHIBIT B

UNIT CONNECTION
FEE MORTGAGE

$_____

This Mortgage, dated as of the _____ day of _____, A.D., 20__ by and between _____ a _____ with an address of _____, hereinafter called the Mortgagor, and St. Johns County, Florida, a political subdivision of the State of Florida, whose address is c/o Director of Utilities, Utility Department, P.O. Drawer 3006, St. Augustine, Florida 32085, hereinafter called the Mortgagee,

Witnesseth that for diverse good and valuable consideration, and also in consideration of the Mortgagee's deferment of certain Water, Reclaimed Water and/or Wastewater Unit Connection Fees owed by the Mortgagor to the Mortgagee as evidenced by the Unit Connection Fee promissory note (or letter of credit) hereinafter described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee all that certain piece, parcel, or tract of land of which and said Mortgagor is now seized and possessed and in actual possession, situate in the county of St. Johns and state of Florida, described as follows:

Together with all structures and improvements now and hereafter on said land, and the fixtures attached thereto.

To Have And To Hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; and also the estate, right, title, interest, homestead, separate estate possession, claim and demand whatsoever, as well in law as in equity, of the said Mortgagor in and to the same, and every part thereof, unto the said Mortgagee in fee simple.

And the Mortgagor hereby covenants with the Mortgagee that it is indefeasibly seized of said land in fee simple; that it is full power and lawful right to convey the same in fee simple as aforesaid; that said Mortgagor will make such further assurances to prove the fee simple title to said land to said Mortgagee as may be reasonably required.

Provided always:

That if the Mortgagor shall timely pay the Mortgagee, or order, the payments described in the Copy of the Unit Connection Fee Promissory Note (or letter of credit) attached hereto as Exhibit A in the manner and at the times described therein,

And shall duly, promptly, and fully perform, discharge, execute, effect, complete, and comply with and abide by each and every the stipulations, agreements, conditions, and

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covenants of said promissory note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagor further covenants as follows:

1. That it will pay all and singular the costs, charges, and expenses, including reasonable lawyer's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of said promissory note and this mortgage, and said costs, charges, and expenses shall be immediately due and payable and shall be secured by the lien of this mortgage.

2. That (a) in the event of any breach of this mortgage or any mortgage superior or junior hereto or default on the part of the Mortgagor under this or any other mortgage encumbering the property mortgaged hereby, or (b) in the event that any of said sums of money herein referred to be not promptly and fully paid without demand or notice, or (c) in the event that each and every of the stipulations, agreements, conditions, and covenants of such note and this mortgage, are not fully promptly, and fully performed; then in either or any such event, the said aggregate sum mentioned in said note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity, may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee may foreclose this mortgage, as to the amount so declared due and payable, and said premises shall be sold to satisfy and pay the same together with costs, expenses, and allowances.

3. This will give immediate notice by mail to the Mortgagee of any conveyance, transfer, change of ownership of the premises, and/or the commencement of any proceedings to foreclose any other mortgage that encumbers the property mortgaged hereby.

4. That no waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

5. That if the Mortgagor defaults in any of the covenants or agreements contained herein, or in said note, then the Mortgagee may perform the same, and all expenditures (including reasonable attorney's fees) made by the Mortgagee in so doing shall draw interest at the rate set forth in the note secured hereby, and shall be repayable immediately and without demand by the Mortgagor to the Mortgagee, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

6. That the mailing of a written notice or demand addressed to the owner of record of the mortgaged premises, or directed to the said owner at the last address actually furnished to the Mortgagee, or directed to said owner at said mortgaged premises, and mailed

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by the United States mail, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

7. DUE ON SALE CLAUSE. Upon any sale, lease, transfer, encumbrance or conveyance of the Mortgaged Premises, or any other transaction which shall affect the Mortgaged Premises in whole or in part, whether as to fee simple title or any leasehold interest therein or otherwise, or upon any sale, lease, transfer, encumbrance or conveyance of the legal or beneficial ownership of Mortgagor, to any person, firm or corporation not previously approved in writing by Mortgagee, Mortgagee shall have the right to accelerate the maturity of the Note secured by this Mortgage as though it were due and payable on the day of such sale, lease, transfer, encumbrance or conveyance, and to demand payment in full of any indebtedness secured by this Mortgage the same as if an event of default had occurred hereunder, anything in the Note secured hereby to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural and singular, and the use of any gender shall include all genders.

In witness whereof the Mortgagor has hereunto set hand and seal as the day and year first aforesaid.

WITNESS the hand and seal of said Mortgagor.

Signed, Sealed and Delivered
in the Presence of

(NAME OF CORPORATION)

_____ By :_____(L.S.)

_____ Its _____

_____

_____

For a corporation:

STATE OF...
COUNTY OF...

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) as identification and did (did not) take an oath.

... (Signature of Person Taking Acknowledgment)...
... (Name of Acknowledger Typed, Printed or Stamped)...
... (Title or Rank)...

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... (Serial Number, if any)...

For an individual acting in his own right:

STATE OF...
COUNTY OF...

The foregoing instrument was acknowledged before me this (date) by (name of person acknowledged), who is personally known to me or has produced (type of identification) as identification and did (did not) take an oath.

... (Signature of Person Taking Acknowledgment)...
... (Name of Acknowledger Typed, Printed or Stamped)...
... (Title or Rank)...
... (Serial Number, if any)...

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EXHIBIT C: RESERVED FOR FUTURE USE

~~ST. JOHNS COUNTY, FLORIDA~~

~~CAPACITY COMMITMENT AGREEMENT~~

~~Project: _____ Application Fee Paid: _____~~

~~Owner: _____ Date Paid: _____~~

~~File No: _____~~

~~Plant Name: _____Service:_____~~

~~ST. JOHNS COUNTY, FLORIDA~~

~~CAPACITY COMMITMENT AGREEMENT~~

~~This agreement, dated _____, 20_, is entered into by the Board of County Commissioners of St. Johns County, Florida, (Board) and _____ Contractor/Developer), to guarantee Contractor/Developer the availability of a specific number of Equivalent Residential Connections (ERCs) pursuant to Section 15 of Ordinance 96 ___, the St. Johns County Utility Ordinance, as it may be amended from time to time (County Utility Ordinance), for the project known as _____ (Project), located on property legally described below:~~

~~IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREIN AND PAYMENT OF THE FEES DESCRIBED HEREIN, THE PARTIES AGREE AS FOLLOWS:~~

~~Section 1. This agreement is based on Contractor's/Developer's Capacity Commitment Application (Application) dated _____, File No. _____, which is incorporated by reference and made a part hereof. In accordance with the Application, the Contractor/Developer is hereby guaranteed the availability of ERCs as described below for the Project (committed ERCs):~~

~~ERCs~~

~~Water_____~~

~~Sewer_____~~

~~[Add the following paragraph, if applicable.]~~

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~~Section 2. Contractor/Developer specifically acknowledges by the execution of this agreement that the number of ERCs guaranteed by this agreement is less than the total ERCs approved by the Florida Department of Environmental Protection and/or by St. Johns County for the Project. Contractor/Developer further acknowledges that the County has no obligation under this agreement to provide water and/or sewage treatment capacity above and beyond the number of ERCs designated above.~~

~~Section 3. Contractor/Developer agrees to pay _____dollars ($_____) for the water ERCs and _____ dollars ($_____) for the sewer ERCs for a total of _____dollars ($_____) to St. Johns County (County) at the time this agreement is executed, or shall make satisfactory arrangements for extended payments pursuant to Section 25 of the County Utility Ordinance, which payments represent the Unit Connection Fees, or portion thereof, assessed pursuant to Section 25 of the County Utility Ordinance. The payment covers only the committed ERCs described above and may represent only a portion of the total Unit Connection Fees due on the Project.~~

~~Section 4. Upon payment of the amount stated above, or satisfactory arrangements for extended payments, Contractor/Developer has the right to connect to the County water and/or sewer system. This provision shall not be interpreted to require Contractor/Developer to connect to the County water and/or sewer system within 12 months.~~

~~Section 5. However, if Contractor/Developer has not connected the committed ERCs in the Project prior to 12 months from the date of this Agreement; or, if connections have been made, but the physical development or vertical construction of the project has not proceeded to such an extent that the committed ERCs can practicably be used, then, in either event, Contractor/Developer shall pay water and/or sewer reserved capacity fee at the fixed minimum annual rate in effect at that time, per committed and unconnected or unused ERC~~

~~Section 6. Pursuant to Section 15 of the County Utility Ordinance, this agreement may be terminated by the County and the ERC/EICs canceled without reimbursement of Unit Connection Fees or any other payments required by this agreement and/or Reserved Capacity Fees set forth above. The procedures set forth in Section 15 of the County Utility Ordinance shall govern any action under this paragraph.~~

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Section 7. Any notices or correspondence related to this agreement shall be addressed as follows:

For the County: Director of Utilities
P.O. Drawer 3006
St. Augustine, FL 32085

For the Contractor/Developer: _____

_____

_____

Section 8. This agreement shall be executed in duplicate, and shall not be effective until it is approved by the Board.

Attest: Board of County Commissioners
of St. Johns County, Florida

_____

Clerk By: _____
Its

Date: _____

Contractor/Developer

_____

Witness By: _____
Address Its

_____ (Corporate Seal)

Witness
Address

Date: _____

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EXHIBIT D

TRANSFER OF DEPOSIT
ST. JOHNS COUNTY UTILITY DEPARTMENT
P.O. Drawer 3006
St. Augustine, Florida 32085
Phone (904) 471-2161 Fax (904) 461-7619

DATE_____ ACCOUNT#_____

CURRENT ACCOUNT HOLDER_____

SERVICE ADDRESS_____

DEPOSIT AMOUNT $_____ RECEIPT #_____

SOCIAL SECURITY #_____ DRIVER LICENSE #_____

** I HEREBY TRANSFER THE STATED DEPOSIT TO THE PARTY(S) LISTED BELOW.

SIGNATURE_____

TRANSFER DEPOSIT TO_____ PHONE #_____

MAILING ADDRESS_____

EFFECTIVE DATE_____ (***Please see below)

DEPOSIT AMOUNT $_____RECEIPT #_____

SOCIAL SECURITY #_____ DRIVERS LICENSE #_____

** I UNDERSTAND THAT UPON SIGNING THIS STATEMENT I WILL BE FULLY RESPONSIBLE FOR THIS ACCOUNT. THIS INCLUDES ANY BALANCE CURRENTLY OWED ON THE ACCOUNT, AND THE TIMELY PAYMENTS HEREAFTER.

SIGNATURE_____

**Note: Copies of this transfer and current rate sheet are available upon request.

***PLEASE NOTE: WHEN A "TRANSFER OF DEPOSIT" IS CARRIED OUT BETWEEN TWO INDIVIDUALS WE DO NOT TAKE A READING FROM THE METER. THE ONLY ACTION TAKEN BY THIS OFFICE IS TO CHANGE THE NAME, ETC., ON THE ACCOUNT AND CONTINUE THE MONTHLY BILLING AS USUAL. ANY PRO-RATING OF CHARGES THEREFORE SHOULD BE ARRANGED BETWEEN THE INDIVIDUALS CONCERNED.

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EXHIBIT E

UNIT CONNECTION FEE
TWO-YEAR PROMISSORY NOTE (SECURED)

APPLICANT(S) NAME: _____

_____

ADDRESS: _____

_____

Service Provided: Water _____
Sewer _____

$_____ St. Augustine, Florida

For value received and as payment for unit connection fees on the premises located at _____ (Premises), the undersigned, jointly and severally, promises to pay to the order of St. Johns County, Florida, (County) at the St. Johns County Utility Department Office, P.O. Drawer 3006, St. Augustine, Florida 32085, or elsewhere as the County may from time to time require, the principal sum of_____ _____($) together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of five percent (5.0%) per annum from the date below until paid; said principal and interest shall be paid in equal consecutive monthly installments of _____DOLLARS ($_____) each commencing one month from the date below and continuing on the same day of each and every month, thereafter until paid in full; said installments to be applied first to interest and balance to principal.

By signing this Note, the undersigned certifies that the undersigned is the owner of the Premises, and has the authority to enter this Note.

The makers hereof waive presentment for payment and demand. Time is of the essence hereof. It is expressly agreed that if this Note or any part of installment thereof be not paid within ten (10) days after the same becomes due and payable, anything herein to the contrary notwithstanding, the makers hereof understand that all unpaid sums shall immediately be due and payable at once, without notice or demand, together with all costs of collection including reasonable attorney's fee, whether suit be filed or not.

NOTICE: In addition to the above, failure to pay this Note or the monthly installments on this Note within 10 days after the same becomes due and payable, may result in disconnection of water and/or sewer services until all sums due under this Note have been paid in full and disconnect/reconnect fees and service charges have been paid.

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The makers hereof may prepay any part of the principal sum hereof in any amount at any time, but any such prepayment shall not relieve the makers hereof from making payment of the installment then due nor any subsequent installment provided hereby, unless at the time of such prepayment the makers hereof pay all sums hereon.

Any waiver of the right to exercise any option by the holder hereof shall not constitute a waiver of the right to exercise said option at any future time.

All notices, demand, presentment, dishonor and requirements under any law of Florida are hereby expressly waived.

DUE ON SALE CLAUSE: Upon any sale, lease, transfer, encumbrance or conveyance of the Premises or any other transaction which shall affect the Premises in whole or in part whether as to fee simple title or any leasehold interest therein or otherwise, or upon any sale, lease, transfer, encumbrance or conveyance of the legal or beneficial ownership of the undersigned to any person, firm or corporation not previously approved in writing by the County, the County shall have the right to accelerate the maturity of the Note as though it were due and payable on the day of such sale, lease, transfer, encumbrance or conveyance, and to demand payment in full of any indebtedness the same as if an event of default had occurred hereunder, anything in the Note to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

SIGNED, SEALED AND DECLARED
IN OUR PRESENCE:

Dated as of: _____, 20__
(Date of Connection)

_____
Witness
Address

By:_____

_____
Witness
Address

_____
Witness
Address

By: _____

_____
Witness
Address

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STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20___, by _____ who produced a _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 20__.

_____
Notary Signature

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EXHIBIT F

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT ST. JOHNS COUNTY, FLORIDA A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE HOLDER OF A CERTAIN MORTGAGE GIVEN BY____ _____. IN THE PRINCIPAL SUM OF_____AND BEARING THE DATE _____.

And recorded in Official Records Book property, situated, lying and being in St. Johns County, Florida, to-wit:

REAL PROPERTY MORE PARTICULARLY DESCRIDED IN SAID MORTGAGE HAS RECEIVED FULL PAYMENT OF SAID INDEBTEDNESS, AND DOES HEREBY ACKNOWLEDGE SATISFACTION OF SAID MORTGAGE AND HEREBY DIRECTS THE CLERK OF THE SAID CIRCUIT COURT TO CANCEL THE SAME OF RECORD.

WITNESS the signature of the holder of said mortgage this day.

Signed, sealed and delivered
In the presence of:

_____
Witness: _____

_____
Witness:_____

St. Johns County, Florida

_____
By:
County Administrator of
St. Johns County
P.O. Box 349
St. Augustine Fl. 32085

State of Florida
County of St. Johns

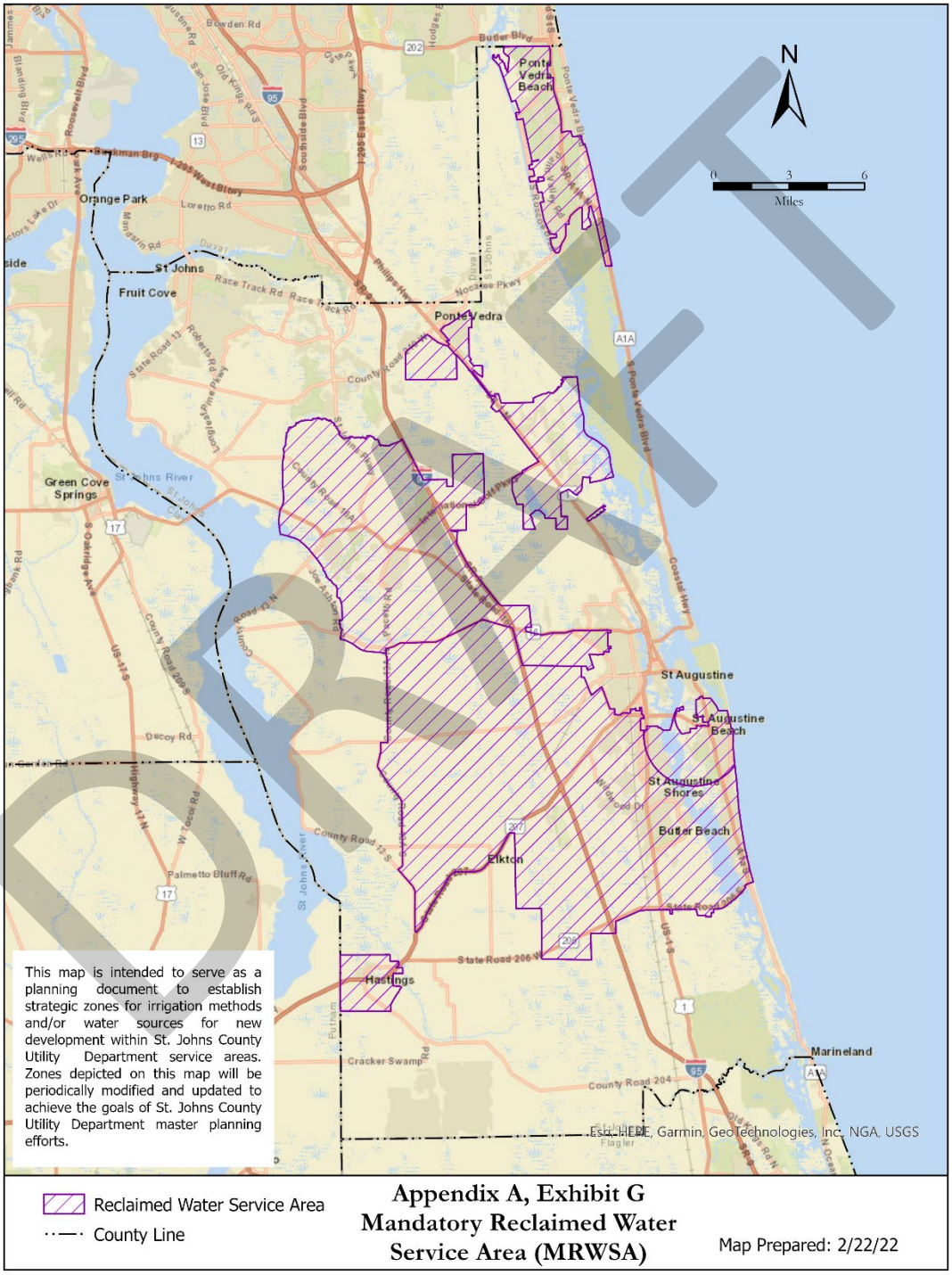
The forgoing instrument was acknowledged before me this_____day of 20__, by _____ as County Administrator for St. Johns County, Florida, who is personally known to me.

_____
Notary Public
State of Florida
Commission No.

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EXHIBIT G

MANDATORY RECLAIMED WATER SERVICE AREA MAP



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EXHIBIT H

ST JOHNS COUNTY UTILITIES
BASE USER RECLAIMED WATER SERVICE AFFIDAVIT

I, _____ (Owner), have read, understand, and shall abide St Johns County Ordinance No. 2022-_____, as amended; and am aware that other Federal, State, and local laws, rules, and regulations regulate the use of reclaimed water and that I must comply with such laws, rules and regulations.
I understand that due to the composition of reclaimed water, it may not be suitable for the irrigation of certain susceptible vegetation, and I agree that the St. John's County Utilities Department will not be held liable for damages that may occur to susceptible vegetation or any damages that may occur due to the uses of reclaimed water, and agree to defend and hold harmless the St. John's County Utilities Department and St. John's County, Florida, from all claims and judgments by any person arising therefrom against the St. John's County Utilities Department and St. John's County. It is further agreed that submission of this application does not ensure reclaimed water delivery and the Owner further agrees that the County shall not be liable to the Owner for any damages or expenses incurred by the Owner as a result of the St. John's County Utilities Department's failure to deliver reclaimed water.

It is further agreed that St. John's County Utilities Department employees or authorized agents shall have the right to enter the applicant's property served by the St. John's County Utilities Department with reclaimed water to inspect the reclaimed water system, and shall have the right to discontinue reclaimed water service should any infraction exist.

Sign and return the completed application, an 8.5'' X 11" drawing of property detailing desired meter location, and the Legal Property Description to: St. John's County Utilities Department, ATTN: Reuse Coordinator, 1205 State Road 16, St. Augustine, FL 32084

Printed Name: _____
Signed: _____
Property Address: _____
_____
Date: _____

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EXHIBIT I

ST JOHNS COUNTY UTILITIES
LARGE USER AGREEMENT FOR THE DELIVERY AND REUSE OF RECLAIMED WATER

THIS Large User Agreement for the Delivery and Reuse of Reclaimed Water (Agreement) is made and entered into this ____ day of _____, 20____ by and between _____, whose mailing address is _____, (hereinafter referred to as "User") and the St Johns County (hereinafter referred to as "County"), collectively, the Parties hereto ("Parties"). This Agreement will take effect on _____ _____, 20___ and will be effective through _____ _____, 20___

RECITALS

WHEREAS, Reclaimed Water offers an environmentally sustainable method for managing wastewater disposal, conserving potable water sources, and Section 403.064, F.S. encourages local governments to implement reuse projects and places limitations on deep well injection and other forms of effluent disposal; and,

WHEREAS, the County desires to use for itself and make available to the public, Reclaimed Water as an alternative water resource to be used for both irrigation and non irrigation purposes; and,

WHEREAS, all wastewater treatment plant permittees that reuse Reclaimed Water or dispose of effluent upon any property owned by another party must enter into a binding agreement between the involved parties to ensure that construction, operation, maintenance, and monitoring of such use meets the requirements of Chapters 62-600, 62-620 and 62-610, F.A.C.; and,

WHEREAS, the St Johns County Board of County Commissioners (Board) has adopted the revised Utility Ordinance No. 2022-____, and the Water, Wastewater, and Reclaimed Water Standards Manual, as may be amended, (Standards Manual) to maintain compliance with County Water Reclamation Facility permits, applicable laws, rules, and regulations, ensure consistency with the Reclaimed Water Policy and allow for optimization of the County's Reclaimed Water System; and,

WHEREAS, the Board adopted Utility Ordinance No. 2022-__, and the Water, Wastewater and Reclaimed Water Standards Manual, which may be supplemented and amended from time to time by Resolution of the Board, and is intended to provide beneficial public use of Reclaimed Water by ensuring the optimum utilization of the County's limited water supplies; and,

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WHEREAS, the County agrees to deliver Reclaimed Water and the User agrees to receive, accept, and beneficially reuse Reclaimed Water upon the lands described in Exhibit "A" (the "Property") in accordance with the terms, conditions and responsibilities of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. RECITALS. The recitals above are true and correct and are hereby incorporated into and made a part hereof.
2. Capitalized and undefined terms shall have the meanings ascribed to them in the County Utility Ordinance 2022-__ and/or the Water, Wastewater and Reclaimed Water Standards Manual.

3. USER REPRESENTS AND WARRANTS RECORD OWNERSHIP. The User hereto represents and warrants to the County that the Party or Parties identified herein as the User constitute all persons or entities that are the record owners of the irrigable Property described in Exhibit "A," attached hereto.

4. On _____ ____, 2022, the Board adopted the revised Utility Ordinance No. 2022-____ (Utility Ordinance) relating to the production, sale and delivery of Reclaimed Water to Users within the County for the benefit of both the Users and the County, among other provisions. The Utility Ordinance delineates certain policies for providing Reclaimed Water Service to include, but not be limited to, definitions, levels of service, application of rates, and the provision of service. The Utility Ordinance may be supplemented and amended from time to time by resolution of the Board.

   Ordinance No. 2022-____, to include all of its definitions, terms, conditions, obligations and requirements, is hereby incorporated into this Agreement in its entirety by reference.

5. ST JOHNS COUNTY UTILITY DEPARTMENT WATER, WASTEWATER, AND RECLAIMED WATER STANDARDS (MANUAL). The Board of County Commissioners (Board) also has adopted Resolution 2022-____ establishing the current St. Johns County Utility Department Water, Wastewater and Reclaimed Water Standards Manual, that may be supplemented and amended from time to time, which defines certain policies and minimum technical standards for infrastructure to provide Reclaimed Water. User agrees to abide by the requirements of the Manual as such requirements relate to the use of Reclaimed Water under this Agreement.

6. QUANTITY.

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Large User- Non-Pressurized Customers: the User's allocation of Reclaimed Water from the County Allocation is based on the combination of the availability of the County's Reclaimed Water and the Reclaimed Water Application Rate for the Property. The User's allocation, which the County agrees to make available to the User based upon the terms and conditions of this Agreement, is calculated as ____ million gallons per day (MGD). This Allocation constitutes the minimum amount of Reclaimed Water that the County agrees to provide to the User on an interruptible monthly average day basis (typically delivered at non-peak demand periods), subject to all of the other terms and conditions as set out further in this Agreement.

Large User- Non-Pressurized Interruptible (Disposal) Customers: the User agrees to receive Reclaimed Water on an interruptible basis as supplies are available by the County (typically during non-peak demand periods) with no guaranteed daily allocation volume. Interruptible Users shall retain an alternate supply for irrigation demands. Interruptible Users are subject to all of the other terms and conditions as set out further in this Agreement.

Large User - Pressurized Service Customers: the User's anticipated usage is based on the Reclaimed Water Application Rate for the Property and is calculated as _____million gallons per day (MGD).

The County is not obligated to provide any additional Reclaimed Water to the User beyond the User's Allocation for the term of this Agreement. However, based upon Reclaimed Water availability, the County will use all reasonable efforts pursuant to the terms of this Agreement to provide the User with additional volumes of Reclaimed Water beyond the User's Allocation to approximate the historic volumes delivered to the User. Delivery of this additional Reclaimed Water at any time does not grant the User with an increase to its Allocation under this Agreement. No Allocations will exceed the amount as is determined by the availability of the Reclaimed Water.

If the User is desirous of limiting the amount of Reclaimed Water received to a specified volume less than or only equal to the Allocation amount, the User must file a request in writing to the County. Modifications to this request may only be made once per calendar year.

The County agrees that it will provide the User with its Allocation of Reclaimed Water except for incases as may be deemed necessary by the County from time to time in order to protect the Public's health and safety.

For purposes of this Agreement , each day equals a twenty-four (24) hour period, which begins at midnight, 12:00 a.m. The County retains the right and sole discretion to determine delivery times for providing Reclaimed Water to the Users.

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7. TERM. User agrees to receive from the County, Reclaimed Water for approved uses for a minimum term of five (5) years from the effective date of this Agreement (or for such other initial term as may be determined by the County to provide for the expiration of the first five-year term of this Agreement to coincide with the expiration of all other initial five-year Large User Agreements), and which may be renewed for successive five (5) year terms upon the mutual agreement of both Parties. Within no less than one hundred eighty (180) days and no more than three hundred sixty five (365) days from the end of the initial five (5) year term or the then-current five (5) year term, the Parties will meet and discuss the terms and conditions for entering into a new Agreement, which will reflect all of the terms and provisions then being incorporated into like County Large User Agreements. If revisions to the then current standardized Agreement are required to serve User, then the User may elect to not enter into a new Agreement with the County at User's discretion. If revisions are not required to the then-current standardized Agreement or the Special Provisions, then the parties shall sign the current standardized Agreement for a new five year term.

8. RECLAIMED WATER DEFINITION shall mean alternative water resources other than potable water, available to the County and shall include: (a) wastewater that has received the treatment established by the Florida Administrative Code, Rule 62-610.460, currently defined as wastewater that meets, at a minimum, secondary treatment and high-level disinfection after disinfection and before discharge to holding ponds or the Reclaimed Water System and (b) Supplemental Water Supplies such as ground or surface water. Reclaimed Water may also be referred to as reuse water or effluent water.

9. POINT OF DELIVERY (POD). The POD is as defined in Ordinance No. 2022-____ is to be located at:

   _____
   _____
   _____a

   and further identified in Exhibit "B."

   The POD may be relocated in the future if terms are mutually coordinated and agreed upon by the parties.

10. DELIVERY OF RECLAIMED WATER. All Reclaimed Water delivered to User will meet applicable state, federal and local requirements at the County's compliance points located at the water reclamation facilities (the "Compliance Points"). The County will not provide any additional treatment to the Reclaimed Water beyond the Compliance Points. No warranties or guarantees are made by the County with respect to Reclaimed Water characteristics after delivery to the POD. The County will not be held liable for any damage or harm to persons, property or vegetation resulting from the application of County Reclaimed Water by the User.

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11. METERS. All connections to the Reclaimed Water System shall be metered in accordance with Ordinance No. 2022-___, as amended.

12. COUNTY RESPONSIBILITIES UPSTREAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified to the contrary in the Special Provisions in this Agreement, the County shall own and be responsible for all repairs and associated costs of operating the Reclaimed Water System up to the POD.

13. COUNTY RESPONSIBILITIES DOWNSTEAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified to the contrary in the Special Provisions in this Agreement, the County shall NOT own, operate, or maintain the Reclaimed Water distribution system and shall not be deemed to be in possession or control of the Reclaimed Water distribution system downstream of the POD.

14. USER RESPONSIBILITY UPSTREAM of the POINT OF DELIVERY. User shall NOT own, operate, maintain, change or modify any part of the County's Reclaimed Water System. However, the User is responsible for landscape maintenance such as mowing and tree trimming around the County owned Reclaimed Water infrastructure as may be located on the User's property.

15. USER RESPONSIBILITIES DOWNSTREAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified to the contrary in the Special Provisions in this Agreement, the User shall have full responsibility for the design, construction, permitting, financing, compliance, operation, maintenance, and repair of the Reclaimed Water system downstream of the POD as a condition of this Agreement.

    All User-owned pump stations must be equipped to automatically shut down due to low pressure or lack of flow. The County shall not be liable for User equipment failure or any damage due to low pressure or lack of flow.

    User shall post Reclaimed Water advisory signs as described in Section 62-610.468 F.A.C. Residential, industrial, and commercial users shall post, maintain, and replace signage at all community/facility entrances, storage facilities, and water features. Golf courses shall post, maintain, and replace signage at the storage facilities, water features, and either at the first and the tenth tee or on scorecards, at the User's option.

16. USER RESPONSIBILITY TO CONVEY EASEMENTS FOR RECLAIMED WATER FACILITIES TO COUNTY.

    Upon request from the County, the User, its successors and/or assigns, shall convey to County any and all utility and/or access easements necessary for County owned Reclaimed Water distribution infrastructure to be located on User's premises, at no cost to the County. Standard County utility easement documents shall be utilized to convey easement rights for County owned and maintained Reclaimed

Water infrastructure.

17. CONSERVATION. User shall make all reasonable efforts to conserve Reclaimed Water. User shall ensure that User's employees, contractors, agents, residents, and invitees are informed about the importance of water conservation by implementing an educational program.

18. INDEMNIFICATION AND HOLD HARMLESS.

(i) Upon a finding through a production of competent evidence that: (a) the County has not placed anything either into or onto the User's property without the User's written consent, and (b) the User is responsible for injury to persons on, or damages to the property of the County, the User indemnifies and holds the County harmless from and against all liabilities, claims, damages, expenses, or actions, either at law or equity, caused or incurred as the result of the negligence, omissions or willful acts of the User, its agents, employees, residents, guests, or invitees, whose acts or omissions for which the County may be held liable during the County's performance of this Agreement; to specifically include any cross connections made by the User, including, but not limited to: between potable water, Reclaimed water, surficial water and any other additional or supplemental water sources. User acknowledges that Reclaimed water, due to its chemical composition, may not be compatible with the Users' irrigation of certain susceptible vegetation. User agrees that County will not be held liable for any damages that may occur to vegetation or for any other damages that may occur due to the use of Reclaimed water by the User provided that the quality of the Reclaimed Water that is delivered to the User meets all applicable state, federal and local requirements at the County's Compliance Points.

(ii) Upon a finding through the production of competent evidence that: (a) the User has not placed anything either into or onto the County's property or the County's easements for its reuse water delivery system without the County's written consent and the placement caused the alleged damage, and (b) the County is responsible for injury to persons on, or damages to the residential or commercial property of the User as the result of the negligence, omissions or willful acts of the County's employees, agents or other entities otherwise engaged by the County to develop, install, operate, manage or maintain the County's reuse water system on the User's property; the County, expressly without waiving any of its rights to sovereign immunity, and then only to the extent permitted by Florida law, in particular, Section 768.28, Florida Statutes, hereby indemnifies and holds the User harmless from and against all liabilities, claims, damages, expenses, or actions, either at law or equity, caused or incurred as the result of the negligence, omissions or willful acts of the County, its agents, employees, residents, guests, or invitees, whose acts or omissions for which the User may be held liable during the User's performance of this Agreement. The County will not be held liable for any consequential damages as the result of its lawful activities in providing Reclaimed Water to any Users.

(iii) For the purpose of both provisions (i) and (ii) above, if the Parties cannot resolve any

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dispute between them with their own representatives, formal mediation with a Florida Certified Mediator shall be held by the Parties with each party bearing one-half (½) of the expenses of the Mediator selected by and acceptable to both Parties. If mediation between the Parties is unsuccessful, both Parties may avail themselves of all other available remedies at law and in equity.

19. CROSS CONNECTIONS PROHIBITED.

On all properties where Reclaimed Water service is provided, the public water supply shall be protected by an approved backflow protection device as specified in Ordinance No. 2022-__, as amended.

To determine the presence of any potential hazards to the County's potable or Reclaimed Water Systems, the County shall have the right, but not the duty, to enter upon the premises and operate the private system of any User receiving Reclaimed Water for the purpose of performing cross connection inspections.

If a cross-connection is found on a User's property, the County will immediately suspend Reclaimed Water service pursuant to the provisions of the Utility Ordinance No. 2022-___. The County will provide a verbal notification to the User, followed by a detailed written notice as soon as practicable. Reclaimed Water service will be reinstated only upon (a) the removal of the cross-connection together with any reasonable terms and conditions that the County determines are necessary to avoid future cross connections; (b) there is no history of previous cross connections or violations of the other provisions of Utility Ordinance No. 2022-___ relating to the public health and safety by the User; and (c) the Florida Department of Environmental Protection (FDEP) provides its approval of the reinstatement to the County in writing. The User will be responsible for all costs incurred by the County and the User resulting from the cross connection. These costs include all potable or Reclaimed Water used, including all potable water used for flushing lines, and follow-up cross connection inspections performed by a licensed professional irrigation contractor or a certified Reclaimed Water Field Inspector as mandated by the County. Reclaimed Water service will not be restored prior to submittal of a written report summarizing the cross connection inspections with subsequent written approval by the County.

The User shall provide results of cross connection inspections performed upon initial connection to the County's System and take all reasonable precautions to prevent any cross connections while making repairs or extensions to the User's irrigation system.

The User must provide the results of a cross- connection inspection performed at each internal service connection prior to each future Agreement renewal. At the end of the five-year term, one hundred percent of all potable and Reclaimed Water

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service connections shall have been inspected. The results of the cross-connection inspections must be submitted to the County by the User within thirty days of inspection. At the time of the Agreement Renewal, the User is required to submit current cross-connection inspections. The service connections that require inspections are listed in Exhibit "C." Additional cross-connection inspections may be required as determined by the County when additional service connections are made or cross connections are found

20. RATE TO BE CHARGED FOR RECLAIMED WATER. For having available and/or furnishing the Reclaimed Water, the County shall charge and User shall pay the rates and charges as defined in the Utility Rate Tariff, Schedule A(3).

    The User is receiving _____ Service under this Agreement.

    A. The User will be billed by the County based upon the actual Reclaimed Water delivered as metered at the User's POD.

    B. Rates, charges, and fees for the appropriate user service class identified above shall apply as identified in the Utility Rate Tariff, Schedule A(3), or subsequent revisions and/or amendments thereof.

21. BILLING. Subject to terms and conditions of this Agreement, the County shall invoice the User for services on a monthly basis in accordance with the Utility Ordinance No. 2022-__, as amended, billing cycle meter readings, calculated charges, and other applicable rates, fees, and charges. The invoice shall include the billing period of service, the amount of Reclaimed water service flows for each billing cycle, the total dollar and cents amount of the invoice, the amount of any credit applicable to said invoice whether by payment or otherwise, the due date, and contact telephone number for any questions regarding the invoice.

22. UNPAID FEES. The User acknowledges and agrees that in the event that any fees, rates, or charges for the Reclaimed Water Service and facilities provided for under this Agreement are not paid and become delinquent, the provisions detailed in Section 23 of the Utility Ordinance No. 2022-__shall be enforced.

23. USER EMERGENCY SITUATIONS. In the event of an emergency as defined in this Paragraph 23, the User shall notify any of those County representatives set forth herein and request that the supply of Reclaimed Water temporarily cease. Such notice shall be made in writing where circumstances permit (an electronic writing is acceptable), and in the event of an immediate emergency, such notice may be by telephone with subsequent written confirmation. Emergencies shall include, but not be limited to, the following:

    (a) Climatic conditions such as hurricanes, floods, or unseasonably excessive

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rainfall that makes it impossible for User to accept Reclaimed Water.

(b) Short term equipment or material failure, making it impossible for User to store or distribute the Reclaimed Water.

(c) An act of God that makes it impossible for User to accept, store or distribute the Reclaimed water.

24. COUNTY EMERGENCY SITUATIONS. The County may temporarily cease Reclaimed Water Delivery in anticipation of a major storm event or other operational emergencies as they arise. This emergency situation shall not relieve the User from payment for that period of time.

25. COUNTY NOT LIABLE FOR FAILURE TO DELIVER RECLAIMED WATER. The County shall not be held liable by the User for failure to deliver Reclaimed Water if certain situations preventing delivery exist that are beyond the reasonable control of the County. Such situations include, but are not limited to, the following:

(a) Unavailability of Reclaimed Water due to a loss or lack of influent to the water reclamation facilities due to a collection system failure or a reduction of wastewater influent flow beyond the anticipated low flow periods.

(b) Unavailability of Reclaimed Water due to a process failure.

(c) Non-compliant Reclaimed Water, making it unusable for approved uses.

(d) Equipment or material failure in the Reclaimed Water delivery system, including storage and pumping.

(e) Reclaimed Water treatment facility repair or maintenance.

(f) An act of God that makes delivery of Reclaimed Water by the County not feasible or impossible.

(g) Unusual climatic conditions such as hurricanes, floods, or unseasonably excessive rainfall that makes it not feasible or impossible for the County to deliver Reclaimed Water.

In the instance of Force Majeure or other situations limiting Reclaimed Water availability, the County has the right to interrupt service per County operating protocols. Users directly impacted by a specific event; such as interruption of all Users downstream of Reclaimed Water main break will be interrupted as needed. In the event of limited Reclaimed Water availability, Bulk Users will be uniformly interrupted by a pro-rata percentage of their Allocation.

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26. NOTICES. Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing sent electronically with a request for confirmation or receipt, or by facsimile with automated confirmation of receipt; or hand delivery by a private service; or by registered or certified United States mail, return receipt requested, postage prepaid; or personal delivery addressed as follows:

USER:

_____
_____
_____

COUNTY:
Utility Director
1205 State Road 16
St Augustine, FL 32084

With copies to:

_____
_____
_____

Office of the St Johns County Attorney
500 San Sebastian View
St. Augustine, FL 32084

The addressees, addresses and numbers for the purpose of this section may be revised by either Party by giving written notice of such change to the other party in any of the manners provided herein. For the purpose of changing such addressees, addresses and numbers only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes. Notice given in accordance with the provisions of this section shall be deemed to be delivered and effective upon receipt of an automated fax confirmation; or on the fifth day after the certified or registered mail has been postmarked; or receipt of personal delivery; or delivery with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal service as not delivered as the case may be, if mailed.

27. NOTIFICATION IN EVENT OF EMERGENCY. The User's representative who shall be notified in the event of an emergency or County's inability to deliver Reclaimed water are:

NAME, PHONE, EMAIL ADDRESS;

_____
( )_____
_____

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The County shall attempt User notification by telephone or email stating the nature of the emergency and the anticipated duration of the service interruption if the interruption is expected to exceed 72 hours. It is the responsibility of the User to provide written notification to the County of a change in representative. User may change its representative by providing written notice to County to become effective upon acknowledgement by County.

The County representatives who shall be notified in the event of an emergency are:
Reuse Coordinator, (904) 209-2738 ; AND the On Call Utility Emergency line, (904) 209-2700

28. USE OF Reclaimed WATER. (i) The User hereby affirms that it has read, understands and will fully comply with the terms, conditions, requirements and obligations of the Utility Ordinance No. 2022-____ for the receipt of County Reclaimed Water; and (ii) the User shall accept the Reclaimed Water delivered by the County and use it only for approved uses on the User's Property pursuant to all applicable local, State, and Federal regulations.

29. CHANGES IN LAW/EXCUSE FROM PERFORMANCE.

(i) This Agreement will be governed for its term by the provisions of St Johns County Utility Ordinance No. 2022-___ as adopted on _____, 2022.

(ii) During the term of this Agreement, if there are any amendments, revisions or changes made to any relevant provisions of federal, state or other local laws, rules or regulations that negatively affect either of the Parties' ability to perform its respective duties or obligations, or obtain the reasonably backed financial benefits expected under this Agreement, then within ninety (90) days following the final adoption of such new law, rule or regulation, the Parties will meet and conduct good faith discussions and negotiations with respect to resolving the effected Party's adverse impact to include a mutually agreeable termination of the Agreement, if warranted.

(iii) If for any reason during the term of this Agreement, any State or Federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall adopt any laws or rules that will require any change in the operation of the treatment, transmission, and distribution systems or the application and use of Reclaimed water, then to the extent that such requirements shall affect the ability of any Party to perform any of the terms of this Agreement, the affected Party shall be excused from the performance thereof and the Parties hereto in conformity with such permits, approvals, or requirements shall negotiate a new Agreement if practicable.

(iv) However, nothing shall require User or County to accept any new or

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renewal agreement if it substantially adds to the County's or the User's obligations or responsibilities duties, obligations, and expenditures hereunder.

30. RIGHT TO TERMINATE. In the event of a default under this Agreement, the non-defaulting party shall provide the defaulting party written notice of the default. The defaulting party shall be given a minimum of thirty (30) days or such other reasonable time period (if the default cannot be cured in thirty (30) days) to cure the default. If the default is not timely cured, the non-defaulting party may notify the defaulting party in writing that it has elected to terminate this Agreement. In the event that there is default under this Agreement that could result in immediate harm to the Public's health or safety, the non-defaulting party may immediately suspend its performance under this Agreement to include the immediate suspension of the delivery of Reclaimed Water if the non-defaulting Party is the County, by providing the defaulting Party with telephonic notice of such suspension followed up by written notice. Any such suspension shall continue until such time as the default is cured or the Agreement has been terminated.

31. ACCESS. User consents to the reasonable entry by the County upon the User's Property as provided for by the Utility Ordinance No. 2022-____.

32. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the identified Parties hereto, and their successors in interest, or assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a Party hereto.

33. SEVERABILITY. If any court of competent jurisdiction finds that any part of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.

34. LAND USE APPROVALS. This Agreement shall not be construed as a basis for granting, assuring, indicating, denying, refusing to grant or preventing any future grant of land use zoning approval, permissions, variances, special exceptions or any other rights with respect to the real property in the approved uses area, so long as those approvals do not render this Agreement null and void, and/or negatively impact the Reclaimed use by the User.

35. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, Florida Administrative Code, St Johns County Ordinances, and the St Johns County Utility Department Water, Wastewater, and Reclaimed Water Standards Manual, as may be amended or replaced from time to time.

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36. ASSIGNMENT. Assignment or transfer of the User's rights or obligations under this Agreement is prohibited without prior written consent of the County. Any attempt by User to assign or otherwise transfer this Agreement off the Property shall be deemed to be null and void.

37. BINDING EFFECT. This Agreement shall be binding upon the Parties hereto, their successors and assignees.

38. RECORDATION; AGREEMENT RUNS WITH THE LAND. This Agreement shall be executed in accordance with Florida Statutes to allow it to be recorded in the Public Records of St Johns County, Florida, at the County's cost, and shall thereby run with the land. Any easement granted by the User and any successor and/or assigns, or any termination issued hereunder, shall also be recorded in the Public Records of St Johns County, Florida.

    The User shall have the right to sell, transfer, or encumber the Property, except that written notice of any proposed sale or transfer must be given to the County, as provided for herein, at least thirty (30) days prior to sale or transfer. So long as use of the property shall substantially continue to be for the purposes intended by this Agreement, any subsequent party shall be obligated under the same terms and conditions of this Agreement unless modified by written agreement between the County and any successor and/or assigns. At the first five (5) year renewal period after such sale, transfer, or encumbrance, the Agreement must be renewed with the successor and/or assigns, or Reclaimed Water service will be discontinued.

39. ENTIRE Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter referenced herein. Any amendment hereto shall be in writing duly executed with the same formalities as this Agreement by the Parties hereto, or their successors in interest to the Property. Each amendment shall clearly and specifically refer to this Agreement by title and date.

40. SPECIAL PROVISONS. Exhibit "D" assigns and defines site-specific provisions, if any are applicable.

41. EXHIBITS. See attachments.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Signed, sealed and delivered
in the presence of:

_____
Print Name: _____

_____
Print Name_____

ST. JOHNS COUNTY, FLORIDA, a
political subdivision of the State of Florida

By:_____
Print Name:_____
Title: _____

ATTEST:

_____
Clerk of the Court

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of **St. Johns County**, a political subdivision of the State of Florida, on behalf of said political subdivision. He/she *(check one)* ☐ is personally known to me, or ☐ has produced a valid driver's license as identification

_____
Print Name:_____
Notary Public, State of Florida
My Commission Expires:_____
Commission Number:_____

Passed and Duly Adopted by the Board
of County Commissioners of St. Johns County,
Florida, this _____ day of _____,
2016:

By:_____
_____, Chairman

Attested:
Clerk to the Board

_____
_____, Clerk

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Witnesses: AS TO USER:

_____
Witness (Signature)
Name: _____ _____
[USER
NAME]

_____
Witness (Signature)
Name: _____

_____
Witness (Signature)
Name: _____ _____
[USER NAME] – If a co-owner

_____
Witness (Signature)
Name: _____

STATE OF _____ COUNTY OF _____

The foregoing Large User Agreement for Delivery and Reuse of RECLAIMED Water was acknowledged before me this day of___, 20 , by _____ [USER], [and_____[CO-USER] who is(are) personally known to me or who has(ve) produced _____[type of identification] as

identification. (affix notarial seal)

_____
NOTARY
PUBLIC
Print: _____ Serial #: ___ My Commission Expires: _____

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St. Johns County Utility

Water, Wastewater and Reclaimed Water System Rate Tariff

Effective for Fiscal Year 2026

Beginning October 1st, 2025

Amended April 7th, 2026

Effective May 1st, 2026

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Summary of Schedules

SCHEDULE A	WATER, WASTEWATER AND RECLAIMED UNIT CONNECTION FEE BY CLASSIFICATION AND AMOUNT
SCHEDULE A(1)	WATER RATES
SCHEDULE A(2)	WASTEWATER RATES
SCHEDULE A(3)	RECLAIMED WATER RATES
SCHEDULE A(4)	WATER AND WASTEWATER ERU EQUIVALENCY FACTORS
SCHEDULE A(5)	RECLAIMED WATER EQUIVALENT IRRIGATION CONNECTIONS
SCHEDULE B	DEPOSITS REQUIRED FOR SINGLE USE INSTALLATION BY METER SIZE
SCHEDULE C	DEPOSITS REQUIRED FOR OTHER THAN SINGLE USE INSTALLATION BY METER SIZE
SCHEDULE D	DEPOSITS REQUIRED FOR MULTIPLE USE CASES WHERE ONE METER SERVES SEVERAL UNITS
SCHEDULE E	DEPOSITS FOR RECLAIMED WATER SERVICE
SCHEDULE F(1)	WATER AND RECLAIMED TAPPING FEES
SCHEDULE F(2)	SEWER TAPPING FEES
SCHEDULE G	WATER AND RECLAIMED METER TEST SERVICE CHARGES
SCHEDULE H	WATER, RECLAIMED WATER, AND WASTEWATER SERVICE CHARGES
SCHEDULE I	LIST OF OFFENSES ENFORCEABLE BY CITATION AND CIVIL PENALTIES IF A PERSON ELECTS NOT TO CONTEST A CITATION

Schedule A - WATER, WASTEWATER AND RECLAIMED UNIT CONNECTION FEE BY CLASSIFICATION AND AMOUNT

TYPE OF ESTABLISHMENT *Fiscal Year 2026*	DEMAND FACTOR (gpd) Water	DEMAND FACTOR (gpd) Sewer	DEMAND FACTOR (gpd) Reclaimed	EQUIVALENT RESIDENTIAL CONNECTIONS (ERCs) FACTOR		WATER UNIT CONNECTION FEES	SEWER UNIT CONNECTION FEES	RECLAIMED WATER UNIT CONNECTION FEES*
RESIDENTIAL:								
Residences:								
(a) Single or Multiple Family (per dwelling or unit)	350	280	300	1.00000000	ERC/EIC	$2,926.95	$5,905.25	$1,386.45
(b) Mobile Home (per unit)	350	280	300	1.00000000	ERC/EIC	$2,926.95	$5,905.25	$1,386.45
**Reclaimed water fees are evaluated on an Equivalent Irrigation Connection (EIC) basis or 300 gpd. See Sch A(5) for irrigable area calculations.*								
COMMERCIAL:								
Airports, Bus Terminals, Train Stations, Port & Dock Facilities:								
Restroom (per toilet & urinal)	250	200		0.71428571	ERC	$2,090.68	$4,218.04	
Marinas:								
(a) Restroom (per toilet & urinal)	250	200		0.71428571	ERC	$2,090.68	$4,218.04	
(b) Add per boat slip	100	80		0.28571429	ERC	$836.27	$1,687.21	
(c) Add per laundry machine	400	320		1.14285714	ERC	$3,345.09	$6,748.86	
Barber & Beauty Shops (per service chair)	75	60		0.21428571	ERC	$627.20	$1,265.41	
Bowling Alley (per lane)	100	80		0.28571429	ERC	$836.27	$1,687.21	
Country Club:								
(a) With dining facilities (per seat)	40	32		0.11428571	ERC	$334.51	$674.89	
(b) Add per member or patron	25	20		0.07142857	ERC	$209.07	$421.80	
(c) Add per employee per 8 hour shift	15	12		0.04285714	ERC	$125.44	$253.08	
(d) Golf course restroom (per toilet & urinal)	250	200		0.71428571	ERC	$2,090.68	$4,218.04	
Clubs, Small Private & Amenity Buildings:								
(a) Kitchen facilities (per 100 sq ft floor space)	50	40		0.14285714	ERC	$418.14	$843.61	
(b) Assembly/meeting area (per 15 sq ft)	5	4		0.01428571	ERC	$41.81	$84.36	
Doctor & Dentist Offices:								
(a) Per practitioner	250	200		0.71428571	ERC	$2,090.68	$4,218.04	
(b) Add per employee per 8 hour shift	15	12		0.04285714	ERC	$125.44	$253.08	
Factories & Manufacturing Facilities, Exclusive of Industrial Process (per employee per 8 hour shift):								
(a) No showers provided	15	12		0.04285714	ERC	$125.44	$253.08	

(b) Showers provided	25	20		0.07142857	ERC	$209.07	$421.80
Flea Market (per toilet & urinal)	250	200		0.71428571	ERC	$2,090.68	$4,218.04
Food Operations:							
(a) Restaurant - operating 16 hours or less per day (per seat)	40	32		0.11428571	ERC	$334.51	$674.89
(b) Restaurant - operating more than 16 hours per day (per seat)	60	48		0.17142857	ERC	$501.76	$1,012.33
(c) Restaurant using single service articles only - operating 16 hours or less per day (per seat)	20	16		0.05714286	ERC	$167.25	$337.44
(d) Restaurant using single service articles only - operating over 16 hours per day (per seat)	35	28		0.10000000	ERC	$292.70	$590.53
(e) Bar & cocktail lounge (per seat)	20	16		0.05714286	ERC	$167.25	$337.44
(f) Drive-in restaurant (per vehicle space)	50	40		0.14285714	ERC	$418.14	$843.61
(g) Carry-out only, including caterers							
1. Per 100 sq ft of floor space	50	40		0.14285714	ERC	$418.14	$843.61
2. Add per employee per 8 hour shift	15	12		0.04285714	ERC	$125.44	$253.08
(h) Food outlets							
1. Per 100 sq ft of floor space	10	8		0.02857143	ERC	$83.63	$168.72
i. Add for deli per 100 sq ft of deli floor space	40	32		0.11428571	ERC	$334.51	$674.89
ii. Add for bakery per 100 sq ft of bakery floor space	40	32		0.11428571	ERC	$334.51	$674.89
iii. Add for meat department per 100 sq ft of meat department floor space	75	60		0.21428571	ERC	$627.20	$1,265.41
Hotels & Motels:							
(a) Regular (per room)	100	80		0.28571429	ERC	$836.27	$1,687.21
(b) Resort hotels & cottages (per unit with kitchenette)	200	160		0.57142857	ERC	$1,672.54	$3,374.43
(c) Add for establishments w/ self-serve laundry facilities (per machine)	400	320		1.14285714	ERC	$3,345.09	$6,748.86
Office Building:							
(a) Per 100 sq ft of floor space	15	12		0.04285714	ERC	$125.44	$253.08
Transient Recreational Vehicle Park/Campground							
(a) Recreational vehicle for overnight stay, without water & sewer hookup (per space)	50	40		0.14285714	ERC	$418.14	$843.61
(b) Recreational vehicle for overnight stay, with water & sewer hookup (per space)	75	60		0.21428571	ERC	$627.20	$1,265.41
(c) Tent area (per space)	50	40		0.14285714	ERC	$418.14	$843.61
Service Stations (per toilet & urinal)							
(a) Open 16 hours per day or less	250	200		0.71428571	ERC	$2,090.68	$4,218.04
(b) Open more than 16 hours per day	325	260		0.92857143	ERC	$2,717.88	$5,483.45
Shopping Centers without Food or Laundry							

(a) Per 100 sq ft of floor space	10	8		0.02857143	ERC	$83.63	$168.72	
(b) Malls/food court (per seat)	40	32		0.11428571	ERC	$334.51	$674.89	
Stores without Food or Laundry (per 100 sq ft)	10	8		0.02857143	ERC	$83.63	$168.72	
Laundromats (per machine)	400	320		1.14285714	ERC	$3,345.09	$6,748.86	
Stadiums, Race Tracks & Ball Parks (per seat)	4	3.2		0.01142857	ERC	$33.45	$67.49	
Theaters and Auditoriums (per seat)	4	3.2		0.01142857	ERC	$33.45	$67.49	
Swimming/Bathing Facilities (per toilet & urinal)	250	200		0.71428571	ERC	$2,090.68	$4,218.04	
Veterinary Clinic:								
(a) Per Practitioner	250	200		0.71428571	ERC	$2,090.68	$4,218.04	
(b) Add per employee per 8 hour shift	15	12		0.04285714	ERC	$125.44	$253.08	
(c) Add per kennel, stall or cage	20	16		0.05714286	ERC	$167.25	$337.44	
Animal Boarding or Kennel:								
(a) Per employee per 8 hour shift	15	12		0.04285714	ERC	$125.44	$253.08	
(b) Add per kennel, stall or cage	20	16		0.05714286	ERC	$167.25	$337.44	
Warehouse/Office:								
(a) Per 100 sq ft	3	2.4		0.00857143	ERC	$25.09	$50.62	
Mini-Storage & Self-Storage:								
(a) Per unit (up to 200 units)	1	0.8		0.00285714	ERC	$8.36	$16.87	
(b) Add for each 2 units, for over 200 units	1	0.8		0.00285714	ERC	$8.36	$16.87	
(c) Add office area per 100 sq ft	15	12		0.04285714	ERC	$125.44	$253.08	
(d) Add per on site residence (per residential unit)	350	280		1.00000000	ERC	$2,926.95	$5,905.25	
INSTITUTIONAL:								
Churches:								
(a) Per seat	3	2.4		0.00857143	ERC	$25.09	$50.62	
(b) Add per meal prepared on regular basis	5	4		0.01428571	ERC	$41.81	$84.36	
(c) For day care or schools - see schools								
Hospitals:								
(a) Per bed	200	160		0.57142857	ERC	$1,672.54	$3,374.43	
(b) Add per cafeteria seat	40	32		0.11428571	ERC	$334.51	$674.89	
Nursing Homes, Adult Living Facilities:								
(a) Per bed	100	80		0.28571429	ERC	$836.27	$1,687.21	
(b) Add per meal prepared	5	4		0.01428571	ERC	$41.81	$84.36	
Schools per Student:								
(a) Day-type	10	8		0.02857143	ERC	$83.63	$168.72	
i. Add for showers	4	3.2		0.01142857	ERC	$33.45	$67.49	
ii. Add for cafeteria	4	3.2		0.01142857	ERC	$33.45	$67.49	

iii. Add for day school workers	15	12		0.04285714	ERC	$125.44	$253.08	
(b) Boarding-type	75	60		0.21428571	ERC	$627.20	$1,265.41	
Institutions other than Schools and Hospitals:								
(a) Per person	100	80		0.28571429	ERC	$836.27	$1,687.21	
(b) Add per meal prepared	5	4		0.01428571	ERC	$41.81	$84.36	
Parks & Public Picnic:								
(a) Per toilet & urinal	250	200		0.71428571	ERC	$2,090.68	$4,218.04	
Semi-Permanent Workd Camp (per worker)	50	40		0.14285714	ERC	$418.14	$843.61	

Notes:
(1) Schedule A is based on flows identified in FAC 64E-6.008.
(2) Convenience store estimated water and sewer flows shall be determined by adding flows for food outlets and service stations as appropriate.
(3) Additional flows for food outlets or other occupancies on the same service connections will be added as appropriate.
(4) All fees listed are estimates and may be subject to rounding or adjustment. Final charges will be calculated based on applicable rates and conditions at the time of payment.

SCHEDULE A(1) - WATER RATES

A TYPE OF CHARGE	B CHARGE
BASE RATE MONTHLY RATE PER ERU All Water System users will be charged monthly base rate times their number of ERUs. Each Account Holder's number of ERUs shall be based on Schedule A(4). VOLUME CHARGE PER 1,000 GALLONS (PER ERU) Block 1 (0 – 5,000 Gallons) Block 2 (5,001 – 10,000 Gallons) Block 3 (10,001 – 20,000 Gallons Block 4 (20,001 Gallons and over) To determine the volume rates applicable to the water consumption by each account, the Account Holder's number of ERUs shall be multiplied by the consumption levels included in each rate block, to determine the rate block boundaries for that Account Holder. Thus, an Account Holder with 3 ERUs would pay the Block 1 volume rate for consumption up to 15,000 gallons per month, the Block 2 volume rate for consumption between 15,001 and 30,000 gallons, and so on. For Account Holders with dual registering meters, the number of ERUs used in determining the rate blocks applicable to their monthly consumption shall be based on the smallest meter on the register stepped up to the next largest meter size.	 $15.87 $4.03 $5.02 $8.47 $11.59
MONTHLY MAINTENANCE FEE Account Holders having a meter larger than 1" which serve establishments other than single-family dwellings will be billed and shall pay in accordance with the following schedule (in addition to the base plus volume charges required above.) METER SIZE — MONTHLY MAINTENANCE FEE 1 ½" — $6.00 2" — 9.00 3" — 15.00 4" — 30.00 6" — 52.00 8" — 60.00 10" — 80.00	
~~ANNUAL RESERVED CAPACITY FEE~~ ~~Annual Water System Reserved Capacity Fee Per Committed but Unconnected ERU~~	~~$50.00~~

SCHEDULE A(2) - WASTEWATER RATES

A	B
TYPE OF CHARGE	**CHARGE**
BASE RATE	
MONTHLY RATE PER ERU	$18.63
All Wastewater System users will be charged monthly base rate times their number of ERUs. Each Account Holders number of ERUs shall be based on Schedule A(4).	
VOLUME RATE PER 1,000 GALLONS	
Single Family[1]	$5.87
Multi-Family[1]	$5.87
Commercial/Industrial	$7.01
Governmental	$5.87
Combination	$7.01
All Wastewater System customers will be charged the volume rate per thousand (1,000) gallons of metered water consumption applicable to their customer classification.	
[1]The volume charge for Single Family users shall not exceed 10,000 gallons per dwelling unit. The volume charge for Multi-Family Users shall not exceed 8,000 gallons per dwelling unit.	
~~**ANNUAL RESERVED CAPACITY FEE**~~	
~~Annual Wastewater System Reserved Capacity Fee Per Committed but unconnected ERU~~	~~$50.00~~
FLAT RATE MONTHLY WASTEWATER CHARGE For residential wastewater customers with no water meter to measure billed wastewater flows.	$77.33

SCHEDULE A(3) –RECLAIMED WATER RATES

Reclaimed Water Rates, Charges and Fees	
Monthly Base Charge (per EIC*)	
General Service	$12.46
Large User	
Pressurized	$9.96
Non-Pressurized	$8.72
Non-Pressurized Disposal	$0.00
All Reclaimed Water System Account Holders will be charged monthly a Base Charge times their number of EICs. Each Account Holder's number of EICs shall be based on Schedule A(5).	
Volume Rates (per 1,000 gal.)	
General Service	
Block 1 (0 – 6,000 per EIC)	$3.25
Block 2 (6,001 – 12,000 per EIC)	$4.39
Block 3 (12,001 - Above per EIC)	$7.30
Large User All Flows (per 1,000 gal.)	
Pressurized	$2.59
Non-Pressurized	$2.27
Non-Pressurized Disposal	$1.15
~~**ANNUAL RESERVED CAPACITY FEE**~~	
~~Annual Reclaimed Water System Reserved Capacity Fee Per Committed but unconnected ERU~~	~~$50.00~~

Commented [FK1]: Remove asterisk or footnote the definition of EIC

For the purposes of customer classification, reclaimed water customers shall be classified as follows:

1. **Base User** –Shall be all customers other than Large Users with meter sizes 2.00 inches and less ; With respect to Base User meter sizes greater than 2.00 inches, the Utility Director, in his sole discretion, shall determine whether the customer shall be classified as a Base User customer or a Large User; or

2. **Large Users** are customers that satisfy all three conditions below:
   a. Utilize 150,000 gpd or greater of reclaimed water on an average annual daily basis;
   b. Connect directly to reclaimed water major transmission mains; and
   c. Enter into contractual agreements with the Utility, whereby contributions, quantities and methods of delivery are specifically detailed.

3. The Large User customer class is further separated into three subclasses consisting of:
   i. **Pressurized** – those requiring pressurized delivery to facilitate the customer's distribution needs; and
   ii. **Non-Pressurized** – those customers taking delivery into storage facilitates without the need for system pressure.
   iii. **Non-Pressurized Disposal** – those customers taking delivery into storage facilities without the need for system pressure and have an interruptible level of supply.

SCHEDULE A(4) - Water and Wastewater ERU Equivalency Factors

ST JOHNS COUNTY
WATER AND WASTEWATER ERU EQUIVALENCY FACTORS

Residential Water/Sewer (Per Dwelling Unit)	**Equivalency Factor**
Single Family	1.00
Multi-Family	0.80
Non-Residential Water/Sewer	
Water Meter Size	
5/8"	1.00
1.0"	2.50
1.5"	5.00
2.0"	8.00
3.0"	15.00
4.0"	25.00
6.0"	60.00
8.0"	80.00
10.0"	115.0

1. The ERUs for a compound or dual register water meter shall be equal to the ERUs of a water meter one size greater than that of the smaller of the two water meter registers.

SCHEDULE A(5) - RECLAIMED WATER EQUIVALENT IRRIGATION CONNECTIONS

EICs for each individual Reclaimed Water connection shall be determined as follows:
a. Single-family lots consisting of one-half acre or less are equal to one EIC.
b. All other Base User connections shall be equal to the greater of: (i) one EIC; (ii)the parcel/lot size in sf less the sf of non-permeable area times 0.083 gpd/sf divided by 300 gpd/EIC and rounded up to the next higher number; or (iii) the requested amount of service in gpd ADD divided by 300 gpd/EIC and rounded to the next higher number.
c. EIC for Large Users are based on dividing the requested gpd ADD level of service in the Large User agreement by 300 gpd/EIC.

SCHEDULE B - DEPOSITS REQUIRED FOR SINGLE USE INSTALLATION BY METER SIZE

METER SIZE	DEPOSIT
3/4"	$ 100.00
1"	$ 100.00
1 ½"	$ 100.00
2"	$200.00
3"	$250.00
4"	$400.00
6"	$600.00
8"	$800.00
10"	$1,000.00
¾" Hydrant Meter	$300.00
3" Hydrant Meter	$1,800.00
High Risk Charge (1)	$25.00

NOTE: A deposit on a fire line meter shall be charged based on the larger of the two meters, as shown above. Above deposits apply to water service, wastewater service, or both water and wastewater service.

1. HIGH RISK CHARGE WILL BE COLLECTED FROM ACCOUNT HOLDERS WHOSE SERVICE HAS BEEN DISCONNECTED TWO OR MORE TIMES IN A TWELVE (12) MONTH PERIOD DUE TO FAILURE BY ACCOUNT HOLDER TO MAKE TIMELY PAYMENTS OF UTILITY BILLS. HIGH-RISK CHARGE WILL BE COLLECTED IN ADDITION TO ANY UNPAID CHARGES, FEES, OR BILLS, PRIOR TO RESTORATION OF SERVICE.

SCHEDULE C - DEPOSITS REQUIRED FOR OTHER THAN SINGLE USE INSTALLATION BY METER SIZE

Deposits for other than single use installation by meter size shall be as follows:

1) In many instances meters of various sizes are used for multiple living units such as: duplexes, triplexes, condominiums, apartment buildings, etc. In these cases, the number of units times $ 55.00 shall be the deposit charged, unless the amount of deposit calculated (units x $ 55.00) falls short of the minimum based upon meter size, then the minimum per meter size, as shown in Schedule B, Appendix A, will be charged.

   Example: An Apartment building has six (6) units, but has a large lawn and swimming pool. A four (4) inch meter is requested as a large water use is intended. The deposit would be calculated two ways:

First Way	Deposit = units x $ 55.00 Deposit = 6 x $ 55.00 Deposit = $ 330.00
Second Way	Deposit as established in Schedule B in Appendix A - Minimum deposit for 4" meter is $400.00.

   As the deposit calculated the "First Way" falls below the minimum deposit set forth in Schedule B in Appendix A, the deposit calculated the "Second Way" shall be used, that is $400.00.

2) In another example, a condominium with 80 units requests a 6" water meter. The deposit will again be calculated two ways:

First Way	Deposit = units x $ 55.00 Deposit = 80 x $ 55.00 Deposit = $ 4,400.00
Second Way	Deposit as established in Schedule B in Appendix A - Minimum deposit for 6" meter is $600.00

   As the deposit calculated the "First Way" is greater than the minimum deposit set forth in Schedule B, in Appendix A, and as calculated in the "Second Way," the deposit calculated the "First Way" shall be used, that is, $ 4,400.00.

SCHEDULE D - DEPOSITS REQUIRED FOR MULTIPLE USE CASES WHERE ONE METER SERVES SEVERAL UNITS

In Commercial multiple-use cases such as shopping centers where a master Water meter serves several units, the required Deposit shall be the greater of: (i) number of units times $55.00 per unit; or (ii) the amount pursuant to the Water meter size shown in Schedule B.
Example: A Commercial multiple-use has four (4) units and requested a three quarter (3/4) inch Water meter. The deposit shall be the greater of the following two methods: First Method: Deposit = units x $55.00 Deposit = 4 x $55.00 Deposit = $220.00 Second Method: Deposit as established in Schedule B Minimum deposit for three quarter (3/4) inch Water meter is $100.00.
As the deposit pursuant to the "First Method" is greater than the "Second Method", the deposit determined in the "First Method" of $220.00 shall be the required deposit. **NOTE:** Above deposits apply to Water or Wastewater service or combined Water and Wastewater service.

SCHEDULE E - DEPOSITS FOR RECLAIMED WATER SERVICE

Base User	Amount
Per EIC	$50.00
Large Use deposit shall be as specified in Large User Agreement.	

SCHEDULE F(1) - WATER AND RECLAIMED WATER TAPPING FEES

METER SIZE [a][c]	COST
3/4"	$1,395.00
1"	$1,465.00
1 ½"	$1,770.00
2"	$2,225.00
3"	$3,580.00
4"	$4,700.00
6"	$6,330.00
8" OR LARGER	Cost of labor, equipment, and material plus 25% of such costs
Locate/ Right of Way Fee **	$75.00

Meter placement services without tapping (pre-run) will be charged the following:

METER SIZE [c]	COST
3/4"	$240.00
1"	$310.00
1 ½"	$620.00
2"	$1,080.00
3"	$1,690.00
4"	$2,900.00
6"	$4,720.00

(a) For all meters 2" or above, a minimum payment as shown above will be required prior to installing the tap. Should the amount to install the Tap, including labor, equipment, material plus 25%, exceed the minimum, a bill will be issued for the remaining balance and will be payable within 30 days from the date of installation.

(b) A utility locate/right of way fee will be assessed for all taps made by the Utility Department for the expenses incurred for meter location and detecting underground utilities to conform to local and state regulations.

(c) Metered services requiring a radio read unit and/or a remote operating valve will be charged actual cost ~~of~~ of such devices~~radio read unit~~, in addition to the applicable fees ~~Tap Fees~~ above. Reclaimed water customers will also be charged for a dual check valve.

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SCHEDULE F(2) - SEWER TAPPING FEES

TAP SIZE	COST
2" FORCE MAIN	$1,600.00
FORCE MAIN (> 2”)	Cost of labor, equipment, and material plus 25% of such costs
GRAVITY SEWER	Cost of labor, equipment, and material plus 25% of such costs
Locate/ Right of Way Fee **	$75.00

** A utility locate/right of way fee will be assessed for all taps made by the Utility Department for the expenses incurred for service location and detecting underground utilities to conform to local and state regulations.

SCHEDULE G - WATER AND RECLAIMED METER TEST SERVICE CHARGES

METER SIZE	*CHARGE
3/4"	$25.00
1"	$50.00
1 ½"	$50.00
2"	$50.00
3"	$100.00
4"	$250.00
6"	$250.00
8"	$250.00
10"	$250.00

* All meter test charges shall be paid to the County prior to the County testing any water or reuse meter at an Account Holder's request. If the test determines that the water or reuse meter does not meet AWWA standards, the meter test service charge shall be refunded by the County.

SCHEDULE H - WATER, RECLAIMED WATER, AND WASTEWATER SERVICE CHARGES

SERVICE	CHARGE
1) New Service Charge - New, change or transfer of an account pursuant to Utility Ordinance Section 33. a) A new Account Holder shall pay a deposit plus a service charge.	$30.00
2) Service Charge[+] - A charge for a trip made to Account Holder's property at the Account Holders request for a reason other than the normal monthly meter reading. a) A meter that is changed at the Account Holder's request when the original meter was in proper working order at the time of the change, in addition to the cost of the meter plus 25 percent. b) A meter reading that is requested by the Account Holder in addition to the normal monthly reading for any purpose. If it is found by this second reading that the normal monthly reading is incorrect, no service charge will be assessed for the requested reading.	$50.00
3) Same Day Service Charge – A charge for a same day trip requested after 12:00pm to the Account Holder's property at the Account Holders request for a reason other than the normal monthly meter reading.	$75.00
4) After Hours Service Charge – A charge for an after-business hours trip made to the Account Holder's property at the Account Holders request for a reason other than the normal monthly meter reading.	$100.00
5) Meter Testing Charge - Meter test as provided in Ordinance Section 30(B) (2).	see Sch. G
6) Temporary Service Charge – A seven (7) day use service charge shall apply for temporary service requested, such as, for purposes of cleaning or repairing property, plus Water, Wastewater and/or Reclaimed Water usage, as applicable.	$90.00
7) Damage Meter Charge - A meter installation is repaired or replaced because of damage by the Account Holder or due to the Account Holder's actions. Reasonable costs for material used for such repair or replaced installation shall be billed in addition to the service charge.	$50.00
8) Non-Payment Fee - When a past due account has been processed for disconnection of service due to non-payment.	$45.00
9) Collection Fee - When a County water, wastewater or reclaimed water bill remains unpaid for more than 60 days, and the account is turned over to a collection agency or other efforts are made to collect the amount owed. (In such an event, the costs of collection shall be added to the amount of the debt. Collection service charges shall be $45.00 or 35% of the debt, whichever is greater.)	$45.00 *Or Greater*
10) Late Fee - Equal to 1.5% of the delinquent monthly service bill or delinquent laboratory service charge bill for processing and mailing of delinquency notice or $5.00 whichever is greater.	$5.00 *Or Greater*

11) Return Check Charge – Customer cost for a return check(s) due to insufficient funds or other causes as determined by the Utility.	Variable
12) Material Charge – Customer cost to repair or replace meter due to damage or other causes as determined by the Utility.	Variable
13) MXU Charge – Customer cost for new or replacement MXU *(radio read device*) as required or determined by the Utility.	$145.00
14) Locate Fee Deposit - Sewer Service Locate Assistance Fee**	$400.00
~~**15) Capacity Commitment Application Fee –** Fee for processing application for capacity commitment.~~	~~$25.00~~
~~**16) Delinquent Capacity Commitment Administrative Fee –** Fee for restoring capacity commitments that were subject to cancellation for failure to pay annual Water or Wastewater Reserved Capacity Fee~~	~~$50.00~~
~~17)~~15) **Notice of Appeal Filing Fee –** Fee for processing appeal of action by Director or County Administrator.	$25.00
~~18)~~16) **Utility Line Extension Estimate Fee**	$50.00
~~19)~~17) **Utility Line Extension Infrastructure Charge**	***
~~20)~~18) **Industrial Wastewater Discharge Permit Application Fee**	
a) Categorical Dischargers	*$2,500.00*
b) Significant Dischargers	*$1,375.00*
c) Minor Dischargers	*$875.00*
~~21)~~19) **Developer Telemetry Fee –** Required for approved development lift stations for purchase and installation of Utility standard telemetry equipment.	*$16,250.00*
~~22)~~20) **Twin Creeks Reclaimed Water and Meter Fee –** Monthly fee required for Beacon Lake, Phases 1-3 for a period of 60 months, effective June 1st, 2025.	*$21.35*
21) Sewer Infrastructure Charge[(a)]	*$2,250.00*
~~23)~~22) **Proportional Line Extension Agreement Fee**[(a)]	
a) Cypress Point II Watermain (RES 2024-165)	*$6,966.00*
b) Roscoe and Cat Road Forcemain (RES 2023-40)	*$11,233.00*
c) North Wilderness Trail Watermain (RES 2023-41)	*$13,414.00*
d) North Wilderness Trail Forcemain (RES 2023-41)	*$5,967.00*

+ The reference to "meter removed", "meter replaced", "meter placed", shall not be limited to physical relocation of the meter, but may mean service disconnection or reinstatement.

*** Fee to be based on actual cost consisting of cost of labor, equipment, and materials plus 25%.*

**** Line Extension Infrastructure Charge to be based on estimate consisting of cost of anticipated labor, equipment, and materials plus 25%.*

(a) Includes annual indexing by CPI-U according to terms of the related agreement.

SCHEDULE I - LIST OF OFFENSES ENFORCEABLE BY CITATION AND CIVIL PENALTIES IF A PERSON ELECTS NOT TO CONTEST A CITATION

Industrial Users:

a. Failure by an IU to comply with the 24 hour notification requirement under Paragraph G. (2) of Section 36 of this Ordinance - Maximum $2,000 for each offense.

b. Failure by an IU to comply with a NOV or other provision contained in Paragraph G. (3) of Section 36 of this Ordinance - Maximum $2,000 for each offense per day.

c. Failure by an IU to comply with a NOV or other provision contained in Paragraph G. (4) of Section 36 of this Ordinance - Maximum $2,000 for each offense per day.

d. Failure by an IU to respond within 15 calendar days to a NOSV or noncompliance with any other provision contained in Paragraph G. (6) of Section 36 of this Ordinance - Maximum $2,000 for each offense per day.

e. Failure by an IU to respond within 15 calendar days to a NOSV or noncompliance with any other provision of Paragraph G. (7) of Section 36 of this Ordinance - Maximum $2,000 for each offense per day.

f. Failure by an IU to cause Pretreatment facilities to achieve compliance according to the construction compliance schedule as required by Paragraph G. (8) of Section 36 of this Ordinance - Maximum $2,000 for each day of noncompliance.

Unlawful Connections, Interfering with Hydrants or Water Service, and Unauthorized Usage:

a. For violation by any Person of any provision contained in Paragraphs A, B, or C. of Section 8 and paragraph A of Section 12 of this Ordinance - $250 for each offense per day, plus an estimated bill for the period in which water and/or wastewater service was received, without payment.

b. For violation by any Person of Paragraph E of Section 11 of this Ordinance - $250 for each offense per day, plus an estimated bill for the period in which water, wastewater and/or reclaimed water service was received, without payment for it.

Unlawful Damage to County Water and/or Sewer System:

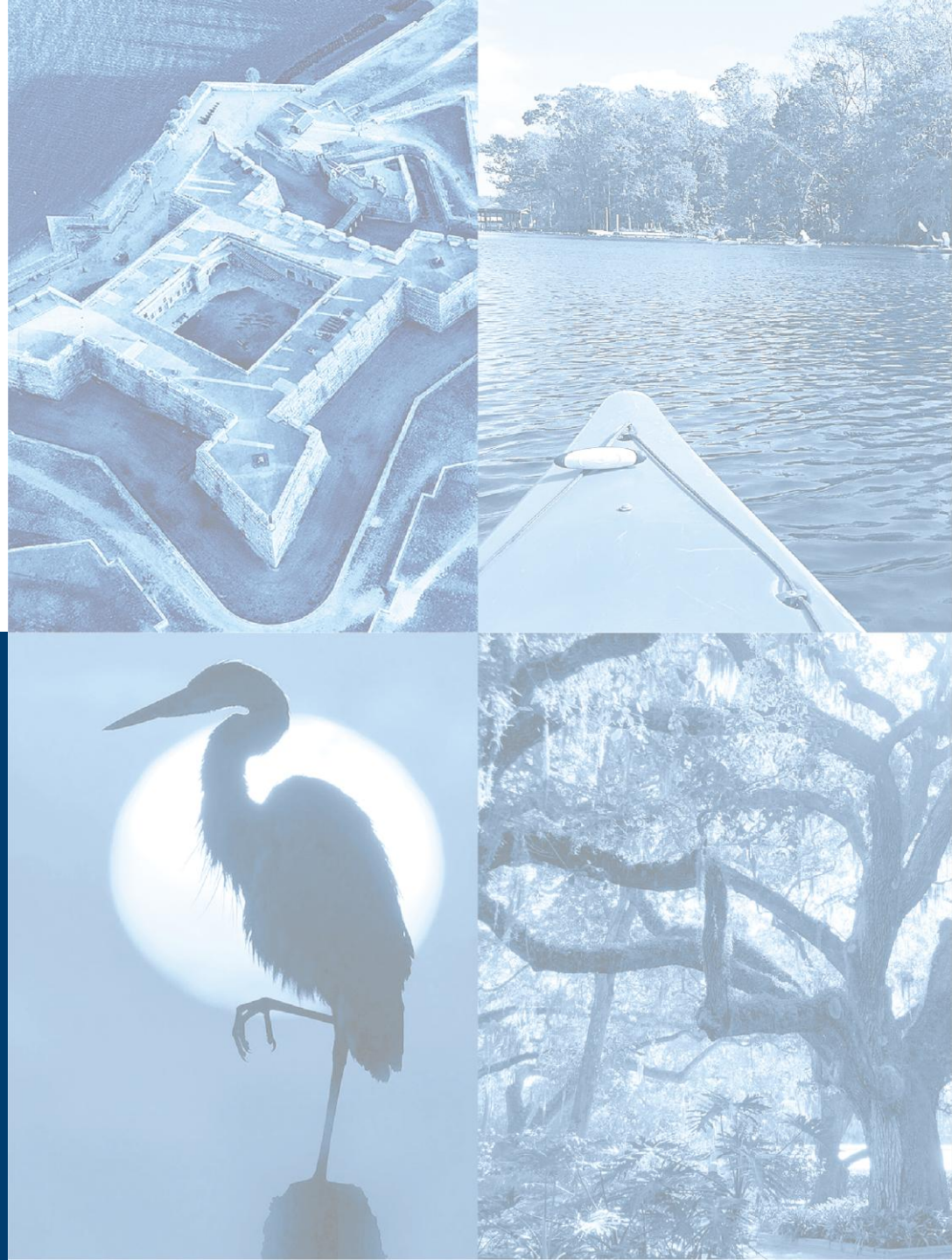
For violation by any Person of any provision contained in Section 12 of this Ordinance - $250 for each offense per day, plus costs of repairing any damage to County Water or Wastewater System caused by such acts and costs associated with additional treatment or alternative disposal methods necessary to meet effluent or Sludge treatment and disposal requirements that result from violations of this ordinance shall be passed on to and paid or reimbursed by the Person responsible for the violations and/or Account Holder.

Cross Connections Between Water Systems and Backflow Prevention Devices:

For violation by any Person of any provision contained in Section 7 of this Ordinance - $250 for each offense per day.

False Statements and Tampering with Monitoring Devices:

For violation by any Person of any provision contained in Paragraph G. (A) of Section 36 of this Ordinance - Maximum $1,000 for each offense per day.



March 3, 2026

Utilities Ordinance Updates

Timeline

- ✓ County Utilities Ordinance 2022-37.
- ✓ Call for Sewer Line Extension update:
  - October 2025 BCC.
  - White Paper.
  - January 2026 Discussion.

*Next Step, Ordinance Updates:

- First Reading at BCC.
- Second Reading at 4/7/26 BCC.



Existing Sewer Policy

Per Ordinance 2022-37, as amended

Summary:

- Residential property requesting service must be 200 feet or less from existing infrastructure.
- Line extension cost varies by location, plus 25% administrative fee.
- Policy does not define multiple property extensions greater than 200 feet.
- Policy silent on CPI related to connections that occur in the future.

SECTION 5. LINE EXTENSION PROGRAM

The County may design and construct certain Line Extensions through a Line Extension project, if such project meets the following minimum criteria and the Line Extension infrastructure charge is paid by the applicant as provided below:

1. A Line Extension's request must be submitted by the Owner of the property seeking service, not a tenant or other occupant.
2. The request seeks service to existing Single Family Dwellings only, not commercial property.
3. The Property requesting service is 200 feet or less from existing infrastructure.
4. The Line Extension would not cross any Roadway classified as a Major Collector, Arterial, or State Road, as defined in the Land Development Code.

Proposed Line Extension projects that do not meet the above minimum criteria shall be fully designed, permitted, and constructed by the Person requesting service, and shall comply with the Standards. The Department reserves the right to reject or cancel Line Extension projects at any time, if it is determined by the Department, and approved by the Director, that the project is either technically or financially infeasible, and shall notify the requester of any such determination as soon thereafter as reasonably possible.

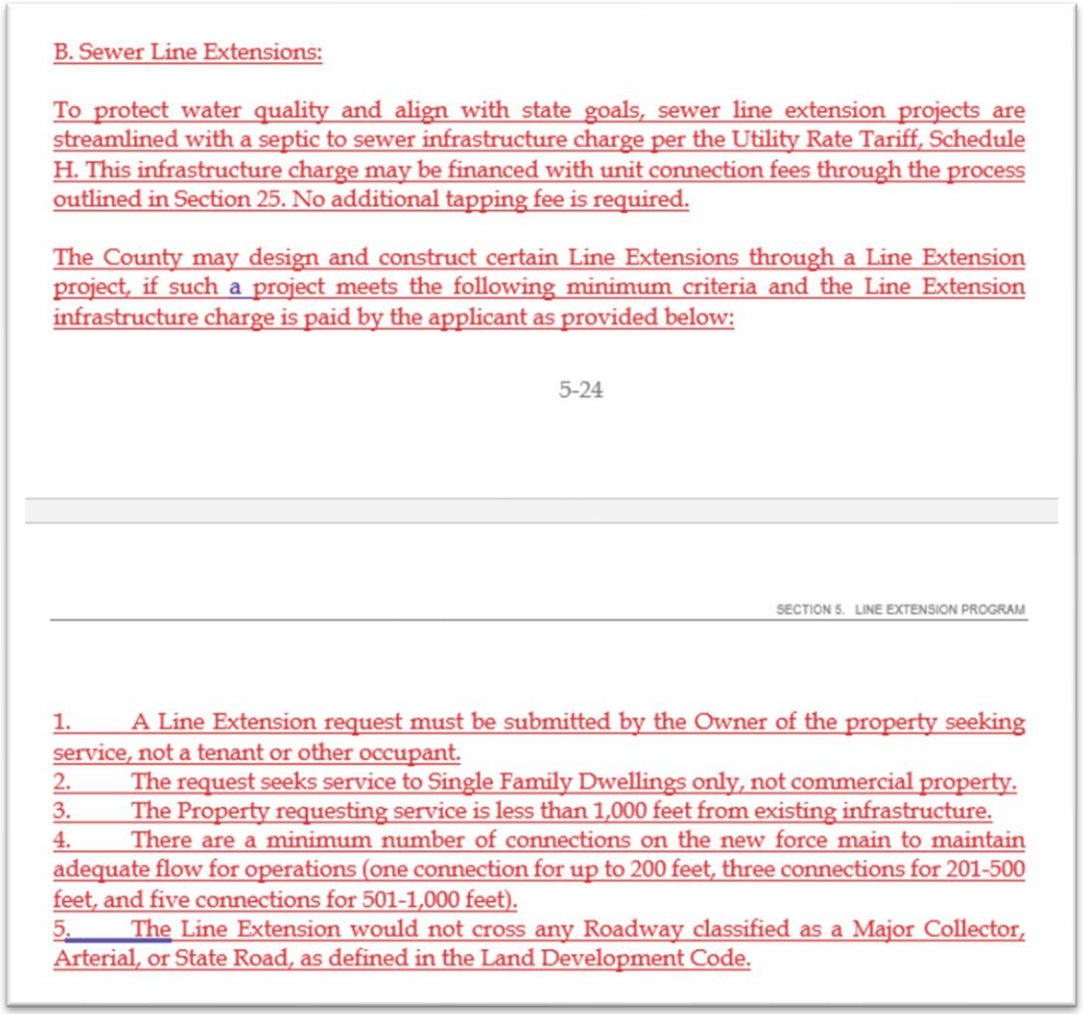
In addition to unit connection, meter, tap and other applicable fee(s), a Line Extension infrastructure charge shall be estimated by the Department and charged for each project qualifying for this program, to reflect Line Extension design, permitting and construction costs. The charge shall be based on current unit costs for necessary continuing contractors and for utility supplied materials and labor plus 25%. The Department may also charge a Line Extension estimate fee, as provided in the Utility Rate Tariff, Schedule H, reflecting Department staff time and resources for preparing the estimate, which such fee shall be paid by the Applicant for a Line Extension prior to preparation of the estimate of the Line Extension Infrastructure Charge. The final Line Extension infrastructure charge for each project shall be based upon the Line Extension estimate and shall be paid by the Applicant, together with payment of all other applicable fees required for connection, prior to commencement of the Line Extension project design. All estimates of the Line Extension Infrastructure Charge shall be valid only for 90 business days. All fees and charges shall be non-refundable.

The County reserves the right to extend service lines as necessary to provide service when in the best interest of the County, which shall be facilitated by a service agreement approved by the Board.

Proposed Policy - Ordinance

Summary:

- Water Line Extensions policy unchanged.
- New Sewer Line Extensions policy section:
  - Increases 200 ft to 1,000 ft.
  - Operational considerations.
- New "Sewer Infrastructure Charge" in Rate Tariff:
  - -$2,250 (to be indexed annually).
  - No additional Admin or Tapping Fee.
  - May be financed with Unit Connection Fees (7-year at 5%).
  - Proposed to be effective May 1, 2026.



B. Sewer Line Extensions:

To protect water quality and align with state goals, sewer line extension projects are streamlined with a septic to sewer infrastructure charge per the Utility Rate Tariff, Schedule H. This infrastructure charge may be financed with unit connection fees through the process outlined in Section 25. No additional tapping fee is required.

The County may design and construct certain Line Extensions through a Line Extension project, if such a project meets the following minimum criteria and the Line Extension infrastructure charge is paid by the applicant as provided below:

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SECTION 5. LINE EXTENSION PROGRAM

1. A Line Extension request must be submitted by the Owner of the property seeking service, not a tenant or other occupant.
2. The request seeks service to Single Family Dwellings only, not commercial property.
3. The Property requesting service is less than 1,000 feet from existing infrastructure.
4. There are a minimum number of connections on the new force main to maintain adequate flow for operations (one connection for up to 200 feet, three connections for 201-500 feet, and five connections for 501-1,000 feet).
5. The Line Extension would not cross any Roadway classified as a Major Collector, Arterial, or State Road, as defined in the Land Development Code.

Goals of New Policy

- ✓ Increase homeowner participation through financial flexibility.
- ✓ Ensure adequate cost recovery and protect ratepayer equity.
- ✓ Support environmental stewardship and community health goals.
- ✓ Create comprehensive guidelines to help communities facilitate septic-to-sewer conversions.



Other Proposed Ordinance Edits

Summary:

- Remove Capacity Commitment Reservation Agreement (Exhibit C).
  - Redline Section 15.

    Existing 11 lots will receive communication.

  - Delete Section 16.
  - Remove related fees in Rate Tariff.
- Add flexibility in Rate Tariff to utilize Sensus Ally Reuse Meters where feasible.



Utilities introduced a smarter way to manage reuse water with the Sensus Ally Reuse Meter with Automatic Valve. This technology provides real-time system insights and enables precise control of water flows during peak demand, reducing reliance on costly storage, pumping facilities, and large-scale valves. By maximizing existing infrastructure, this approach has the potential to save millions of dollars over time.

** From St. Johns County Community Letter February 2026*


ST. JOHNS COUNTY
EST.
1821
FLORIDA AT FIRST SIGHT