

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT

UNIFORM EXTENSION POLICY

**Policies, Procedures, Standard Details and Specifications
for
Water Distribution, Wastewater Collection
and Irrigation Quality Water Systems**

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SECTION I POLICY & PROCEDURES

ACCEPTANCE OF WATER, WASTEWATER AND IRRIGATION QUALITY WATER SYSTEMS

Declaration of Policy

This policy shall be known as the uniform extension policy (“UEP”). The Bay Laurel Center Community Development District (the “District”) operates and maintains water production, treatment, storage and distribution, wastewater collection, treatment, and disposal, and irrigation quality water production, treatment and distribution systems which serve customers within and without the District. New or existing development may require the extension of mains to provide service. The District specifically reserves the right to fix and determine rates, charges and contributions required for the provisions, consumption, operation, maintenance, extension and expansion of its utility services as provided herein and as authorized by law, and to amend the same from time to time. Each customer is hereby notified that the District, in the exercise of its governmental responsibility to provide for the health, safety and welfare of all consumers of its utility services, has the authority and responsibility to unilaterally, at any time, amend this Policy and the District’s schedules of rates, charges and contributions from time to time to ensure the perpetuation of service (the “District Police Power”), and that this District Police Power is automatically incorporated into every oral or written representation and every contract with the District. This UEP provides the procedures, rules and regulations for the extension of water, wastewater and irrigation quality water service to new customers (as against the Uniform Service Policy (“USP”) which provides the procedures, rules and regulations for the provision of water, wastewater and irrigation quality water service to existing customers of the District). Definitions set forth in the USP shall apply to this UEP, except where the context indicates otherwise.

Development Agreements

The following provisions set forth the general procedures for an owner of property that seeks water, wastewater and/or irrigation quality water from the District (“Developer”) to connect to the District’s systems and facilities in order to facilitate water, wastewater and/or irrigation quality water service to the Developer’s property, the conditions of approval for such connection, and the manner in which the Developer may receive and pay for such connection and service to customers within the property. Prior to water, wastewater and irrigation quality water plan approval by the District and execution of water, wastewater and irrigation quality water main extension applications to state agencies by the District, the Developer shall be required to obtain a Development Agreement from the District, in the form as determined by the District from time to time. The Development Agreement shall be binding on the Developer, its successors, assigns and any other subsequent owner or user of the property, and incorporate the provisions of this chapter governing Developer and District responsibility pertaining to the reservation of capacity; the installation of service facilities; the connection of customer’s installation with the facilities of the District; the manner and method of payment of contributions, fees, and charges; standards of construction or specifications; regulations, policies, practices and procedures of the District; prohibitions against improper use of District’s facilities; and other matters normally associated with the provision of utility service. Development Agreements shall only apply to specific parcels of property and are not assignable or transferable in any manner to any other parcel of property. The acceptance of the Development Agreement and execution by Developer shall act to supersede all previous agreements or representations, either written or oral, between Developer and District with respect to the subject matter of the Development Agreement, which shall merge with the provisions of the Development Agreement. The Development Agreement shall constitute the full agreement between the Developer and District. The District Manager or his designee shall be authorized to issue Development Agreements in compliance with this chapter, but may not deviate from the provision of the chapter without the approval by motion of the District. No Developer may rely upon a deviation from the provisions of

this Policy without a formal approval by motion of the District. Developers may not rely upon oral or written statements from the District, District staff, consultants or utility operations staff that deviate from the provisions of this Policy. Notwithstanding any oral or written representation by the District in the Development Agreement or otherwise, the District shall not be liable for any damages, whether direct, indirect, consequential, incidental, special or otherwise, arising out of, relating to or resulting from the failure of the District to provide utility service in whole or in part to Developer or by delay in providing utility service beyond the development timetable or expectations of the Developer.

Water, Wastewater, Potable Water Irrigation and Irrigation Quality Water Facility Installation

The District requires the installation of water distribution, wastewater collection and irrigation quality water distribution and storage facilities by a Developer, with title to such facilities being transferred to the District when the installation has been completed and accepted by the District. These facilities may be within the Developer's property boundaries ("On-Site") or outside of the Developer's property boundaries ("Off-Site"). As utilization of reclaimed water is an integral component of the District's wastewater disposal system, it shall be the Developer/future customer's obligation to accept reclaimed water from the District in amounts up to the amount of wastewater flow generated by such Developer/future customers located within Developer's Property, at such times, including wet weather, and in such flows as determined by the District from time to time, provided this policy does not commit or obligate the District to provide any or a specific amount of reclaimed water to the Developer's Property.

On-Site Facilities

Each Developer shall be responsible for the design, installation, inspection, testing and cost of the complete On-Site water distribution, wastewater collection and irrigation quality water distribution systems located in the streets adjoining or within the boundaries of the Developer's property. The term "complete On-Site water distribution, wastewater collection and irrigation quality water distribution systems" shall include all component parts of a water distribution system, including water mains, valves, fittings, services, hydrants, and all appurtenances as shown upon the District approved design of such water distribution system, all the component parts of the wastewater collection system including all collection mains, laterals to the point of cleanout within right-of-way or easement, force mains, lift or pumping stations including the site for same and all other appurtenances as shown on the approved design for the installation of such wastewater collection systems, all industrial wastewater pretreatment facilities, as applicable, and all irrigation quality water distribution systems component parts, including, but not limited to, distribution mains, valves, fittings, services, on-site storage and pumping facilities. To assure the proper conservation of water and compliance with Water Management District permit requirements, as a condition of receiving and maintaining utility service to the Developer's property, the Developer shall agree that no individual irrigation wells shall be permitted on Developer's property, without the prior written consent of the District. In recognition that irrigation quality water may not be available to fully serve a Developer's property until build-out and full occupancy of the property, the Developer may request authorization from the District to install temporary irrigation wells for the property's landscape and amenities irrigation, provided such temporary irrigation wells shall be discontinued at such time as adequate irrigation quality water is made available as determined by the District. To insure the ability of the utility to provide efficient and effective utility service to the development, a Developer shall be required to extend On-site Facilities along the full length of the road frontage and boundaries of the Developer's property, unless otherwise agreed to by the District. In the event of an inconsistency between this UEP and a Development Agreement, the provisions of this UEP shall control, unless otherwise expressly agreed to in the Development Agreement.

Off-Site Facilities

If the District's existing facilities are not already abutting a Developer's property (or, if abutting, are not sufficiently sized or located or do not have sufficient available capacity to accommodate Developer's proposed development), the Developer may be required to construct or improve, at its sole expense, certain Off-Site water, wastewater or irrigation quality water facilities, or all, if necessary, of a sufficient size and magnitude as necessary to accommodate Developer's proposed development, in order to connect Developer's On-Site facilities to the terminus of District's existing facilities. All provisions pertaining to On-Site specifications, plans, permits, transfers, approvals and warranties shall also be applicable to all Off-Site water, wastewater and irrigation quality water facilities construction. Alternatively, a Developer may wait until the District has constructed, if and when determined by the District in its sole discretion, sufficient facilities to accommodate Developer's proposed development, in which case the Developer would be required only to tap into the District's facilities in accordance with the tap-in requirements in this UEP.

The minimum standard sizes for all Off-Site facilities shall be six inch (6") potable water mains, six inch (6") reclaimed water mains, four inch (4") force mains and eight inch (8") wastewater gravity mains ("Minimum Size"), even if these sizes may exceed the Developer's own Property development requirements. The District may require that Off-Site facilities to be constructed by the Developer be sized in excess of the Minimum Sizes ("Oversized Facilities") to facilitate and enable safe and reliable service throughout the District service area. In such event, the Developer may elect to defer the development of the property until such time as the District elects, in its discretion, to construct sufficient Off-Site facilities to accommodate development of the Property, or the Developer can voluntarily elect to construct the Oversized Facilities.

If the Developer elects to construct Oversized Facilities, the District shall provide the Developer a credit for the Oversized Facilities that may be used by the Developer to offset any other District charges for customers within the Developer's Property to connect to the utility system (e.g., meter installation charges). The District shall prepare the Oversized Facilities credit based upon the estimated difference in the cost of construction of the Oversized Facilities and the Minimum Size facilities which the Developer would otherwise have required for its own use. The District does not represent to the Developer and Developer may not rely on the assumption that sufficient other District charges to connect to the utility system will be available to fully offset the Oversized Facilities credit, and any Oversized Facilities credit will lapse and be extinguished without refund or reimbursement upon build-out of the Developer's property. The amount of the Oversized Facilities credit shall be determined by the District based upon the actual construction cost of the Oversized Facilities that are verified by the Property Owner's engineer and estimated costs of the Minimum Size facilities as of the completion of construction as determined by the District. The District will make every effort to properly evaluate the cost difference estimate for over sizing, but in the event of a disagreement that cannot be resolved, the decision of the District Manager will be final. Oversized Facilities credits shall not accrue interest.

To the extent the District has reimbursed a third party for Off-Site Facilities sized in excess of the third party's requirements under a previous version of the UEP or under a previous contract entered into prior to the adoption of this version of the UEP, and such Off-Site Facilities benefit a Developer requesting service from the District, the District may require the Developer as part of its Off-Site Facilities requirement to reimburse the District of the Developer's pro-rata share of the District's Off-Site Facilities reimbursement cost to the extent the Developer's Property is benefited.

System Design

The District shall require the Developer to provide for the design of water, wastewater and irrigation quality water facilities to be prepared by a professional engineer registered in the State of Florida regularly engaged in the field of civil or environmental engineering (the Developer's Engineer-of-Record or "EOR"), covering the design of the Developer's On-Site and Off-Site water distribution, wastewater collection and irrigation quality water system.

Each such design shall be fully subject to the review and approval of the District and shall conform in all respects to District criteria set forth in this Policy or otherwise as approved by the District. The EOR shall make such adjustments to the design as may be required by the District to meet the District criteria.

CAPACITY RESERVATION PROCESS

Pre-Reservation of Capacity Procedures

Prior to a Developer reserving utility system capacity for a project, a Developer shall request a utility system status letter (“status letter”). The District shall require the Developer’s conceptual development plan, preliminary plat(s) and proposed site plan(s) for utility service implementation purposes (“conceptual review”). The Developer shall be required to pay a Plan Review Fee for a status letter or for a conceptual review and each subsequent additional status letter or revised conceptual review (note: Plan Review Fees include an initial fixed payment together with periodic invoices to the Developer of the actual cost incurred by the District for all planning level services requested by the Developer). Such status letter or conceptual review shall not constitute a reservation of capacity, nor a representation to the Developer or otherwise bind or require the District to provide service to a Developer’s project. A status letter will set forth the available capacity of the District’s utility system and the general availability of utility lines within the area of proposed development. A conceptual review will provide feedback on proposed development plans, preliminary plat(s) and site plan(s) and general/conceptual input on On-Site and Off-Site facilities and easements that might be required from the Developer. All outstanding periodic Plan Review Fee invoices must be paid in full by Developer prior to delivery of a status letter or finalization of a conceptual review by the District.

General/Procedures to Reserve Capacity

The following procedures will be utilized by the District when a Developer desires to apply for a capacity reservation in the District’s utility system.

1. The Developer desiring a reservation of capacity shall submit to District:
 - A. The completed property questionnaire.
 - B. If the property will include commercial or industrial sources or processes subject to the Industrial Waste provisions of the Uniform Service Policy, a completed Industrial User permit application.
 - C. A legal survey of the subject property (8 ½” x 11” in size). Individual single family residences may provide a copy of their deed that has a legible legal description of the property.
 - D. A copy of the proposed site plan (24” x 36” in size) indicating building locations, proposed construction, etc.
 - E. A letter from the fee-simple title holder of the property authorizing the District to provide a Development Agreement to the inquiring party if the inquiring party is not the fee-simple title holder.
 - F. Payment of all fees and charges required to be paid at the time of application.
 - G. Estimated potable water, irrigation quality water, and wastewater demand.

No action will be taken unless each of these items have been received and approved by the District Manager or its designee.

2. A Development Agreement shall be required if any one of the following conditions exists:
 - A. Construction of On-Site or Off-Site water and/or wastewater improvements requires the issuance of County/State regulatory permits (e.g., Florida Department of Environmental Protection utility line permit).
 - B. The District requires ingress/egress to the property. Typically, this will be the case if On-Site water/wastewater facilities are to be dedicated to the District, or if the Developer's property provides the only reasonable access to the District's facilities.
 - C. The Developer requires Final Plat approval or Letter of Non-Objection from the District for utility easements, and utility installation and maintenance.
3. The District Manager or his designee, will respond to the Developer indicating whether a Development Agreement is needed.
4. If a Development Agreement is necessary, Developer shall pay the prevailing Administrative Fee to District to prepare the Development Agreement. The Developer's On-Site and Off-Site engineering plan review process will not be initiated until a Development Agreement is executed. District will begin the plan review process upon receipt of a Plan Review Fee (in addition to any Plan Review Fee submitted for a status letter or conceptual review, if applicable). District will not release plans for permitting by other agencies until all then outstanding periodic Plan Review Fee invoices have been paid in full and plan review comments have been satisfied.
5. District will draw up its standard Development Agreement, and other appropriate documents and forward to Developer for signature. The District shall execute the Development Agreement after all outstanding periodic Administrative Fee invoices have been paid in full.
6. To begin the District's On-Site and Off-Site engineering plan review process, the EOR shall submit to District project site plan(s), preliminary plat(s), PUD Master Plan(s), project phasing plan, preliminary On-Site and Off-Site facilities drawings, plans and specifications, FDEP, County and HRS permit applications, etc. for review in accordance with the District's Construction Standards and Specifications. In addition, EOR shall submit final project development approval documents (e.g., final plats) to District for review and approval. The EOR shall make such corrections/additions to all document submittals and submit revised documents for further review and approval until District's requirements have been satisfied. Developer shall be subject to periodic Plan Review Fee invoices throughout the District's review process. District shall not execute or issue final development review documents until all then outstanding periodic Plan Review Fee invoices have been paid in full.
7. After completion of the plan review process in subsection 6 above, the EOR shall make a final submittal, which will include signed and sealed engineering drawings, applications for regulatory agency approvals, and such other document submittals as required by District pursuant to PLAN SUBMITTALS AND APPROVALS below. The District shall execute the regulatory agency applications upon payment in full of all then outstanding periodic Plan Review Fee invoices.
8. In the event the Developer or the EOR make revisions to any of the District approved document submittals (e.g., revision to On-Site Facilities drawings), the Developer or the EOR shall resubmit such revisions to District for re-review and approval pursuant to the procedures set forth in subsections 6 and 7 above.

9. Prior to scheduling a preconstruction meeting for the project, the contractor shall submit to District, through the EOR for his approval, those documents specified in the District's prevailing Construction Standards and Specifications. (See Preconstruction Meeting Checklist). A Construction Review Fee shall be required for all District construction activities related to Developer's project. The District shall provide Developer periodic Construction Review Fee invoices. The District may suspend its construction review activities if Developer is delinquent in payment of Construction Review Fee invoices.
10. Developer/EOR shall then set up a preconstruction meeting with the EOR, utility contractor, appropriate District inspectors, District Consulting Engineer, and all other utilities involved in the project at District's offices. No construction of potable water, irrigation quality water and/or wastewater facilities is allowed prior to the pre-construction meeting.
11. After the Developer receives District approval to commence construction, the Developer's Contractor shall notify District and District inspectors a minimum of forty-eight (48) hours prior to commencement of construction of any potable water, irrigation quality water and/or wastewater facilities. All construction activities shall comply with District's prevailing Construction Standards and Specifications. The Developer shall make such corrections to the construction not in compliance as indicated by the District.
12. Upon completion of construction and prior to the installation of the first water meter and wastewater lateral tie-ins, the EOR and/or Developer shall have submitted the documents pursuant to the PERMANENT WATER METER CHECKLIST, below, as appropriate, to District, in District standard format (see samples below), and any other documents required by the District.
13. Once all required documents are received and are in order pursuant to ACCEPTANCE OF UTILITY SYSTEMS, below, and the Developer has paid all outstanding Construction Review Fee invoices, the Contractor may apply to District for water meters and inspections of wastewater lateral tie-ins. The balance of charges due under the Development Agreement (e.g. meter installation charge) shall be paid at this time in accordance with the District's then current Rate Schedule. No permanent meters will be set until all outstanding District requirements have been completed.
14. Upon occupancy of completed project, the District may field verify size and type of unit/business based on the Development Agreement. If changes have been made which indicate that additional charges should be assessed, the District will invoice the Developer for payment of said fees.

SAMPLE FORM

DEVELOPMENT AGREEMENT QUESTIONNAIRE

ANY OMISSION OF APPLICABLE INFORMATION WILL CAUSE THIS APPLICATION TO BE RETURNED.

All items listed below are required or specific information cannot be provided.

- A. Completed property questionnaire
- B. An 8 1/2" X 11" Survey
- C. An authorization letter from the fee-simple title holder, if the permitting party is not the fee simple title holder

(Attach an additional sheet if necessary)

Date: _____

Applicant: _____

Address: _____

Telephone: _____

1. Project Name (if known at this time) _____

2. To your knowledge has any project ever been planned for this property before? If so, what was its name? _____

3 Project Location (Use street names or distances from nearest major roadways)

Section:_____ Township:_____ Range:_____

4. Current owner of property and business identity: _____

Address:_____

Telephone: _____

5. Relationship of applicant to property owner -- please check where appropriate.

Title Holder_____ Representative of Owner_____.

Realtor, preparing property for sale_____.

Developer,_____.

Mortgagee, if applicable____(Other, Specify)_____

6. Project Engineer, and phone number if known: _____

7. Complete the following section carefully as it will serve as the basis for On-Site and Off-Site facility sizing and fee calculations. If information provided is incorrect, facility sizing and fees quoted will be incorrect.

8. Type of Development planned (if mixed use, indicate all uses).
- A. Single Family Residence (# of Units)_____. Size of Lots _____ acres.
 - B. Multi-Family Residence (# of Units)-Master Meter _____.
 (# of Units)-Individual Meter _____.
 - C. Restaurant -
 Ordinary (# of Seats)_____
 Bar & Cocktail Lounge (# of Seats)_____
 Drive In/Carry Out (Gross Square Feet)_____.
 - D. Doctor's Office _____ Number of Doctors: _____
 - E. Dentist Office _____ Number of Dentists: _____
 - F. Shopping Centers/Stores without food or laundry (Gross Square Feet): _____
 - G. Schools: (# Students)_____ (# of Faculty)
 Showers (Yes) (No) Cafeteria (Yes) (No)
 - H. Office Building (Gross Square Feet)_____.
 - I. Service Station (# Water Closets) _____.
 - J. Car Washes: (# of Bays)_____ (% of Reclaim) _____
 - K. Barber/Beauty Shops (# of Chairs)_____.
 - L. Hospital/Nursing Home (# of Beds)_____
 Dining Facilities (# of Seats)_____.
 - M. Churches (# of Seats)_____.
 - N. Laundromat (# of Machines)_____.
 - O. Hotel/Motel
 Regular (# of Rooms)_____
 Restaurant Facilities (# of Seats)_____
 Laundry Facilities (Circle One) (Yes) (No) # of machines_____
 - P. Air Conditioning Water Cooling Towers (rating in tons anticipated water usage and wastewater discharge)

 - Q. Warehouse: # of employees/8 hour shift_____
 # of bays_____
 # of self storage units_____
 - R. Other (Please specify)_____.
- II. Number of Acres_____.
- III. Total water and wastewater demand in gallons per day (must comply with HRS Rule 64E-6.008(1), F.A.C., as amended from time to time _____).

IV. Estimated cost to construct water, wastewater, and reuse improvements: _____

IV. General Information:

- A. Describe current plans for phasing, if any
- B. Provide beginning and ending dates for each phase
- C. Give the name, address and phone number of the Developer and name and title of one representative/officer of Developer (if applicable) who will be signing the Development Agreement _____

- D. Entity for which Development Agreement will be issued. _____
- E. Give name, address and phone number of individual to whom all correspondence, etc., concerning this project can be sent _____

After the above information is reviewed, you will be contacted if further discussion is needed.

I have read the attached information sheet and understand it fully. I further hereby affirm that I am the authorized agent of the property owner and that the information provided herein is true and correct to the best of my knowledge and belief.

Applicant's Signature _____.

Print Name _____ Number _____

PLAN SUBMITTALS AND APPROVALS

The District will retain two (2) sets of all submittals. It is the Developer's responsibility to provide sufficient copies to allow for further processing of documents after they have been returned by the District.

All engineering drawings shall be submitted on 24" x 36" size sheets and in CADD format on CD and shall include the following at a minimum:

1. Location map, include section, Township, and range.
2. Title block with Engineering Firm name, signature and seal of EOR, scale, date of drawing, and revision block including the date of the original and each subsequent revision of the drawing.
3. North arrow.
4. General statement on all plan sheets - "CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE DISTRICT MINIMUM DESIGN AND CONSTRUCTION STANDARDS."
5. Scale of 1" = 30' minimum.
6. Project Phasing, if applicable.
7. Project survey perimeter boundary with street address of lots and buildings to be served showing the distances from the building to the property lines. Lots and blocks shall be provided as well as the name, official record book number, and page of the plat.
8. Rights-of-way adjacent to project shall be dimensioned and defined. Street names shall be indicated. The exact location of the proposed utility mains shall be shown within the right-of-way or easement. Distances from right-of-way lines and property lines to the proposed utility mains are required on all drawings.
9. Benchmark references shall be provided.
10. Size and type of material shall be shown for each water and wastewater main and service line. All dimensions shall be in linear feet.
11. All line deflection points shall be indicated, including both horizontal and vertical and method of deflection.
12. Profiles are required for gravity wastewater mains and all utility pipe crossings only and must have the following minimum information: Invert and rim elevations, pipe slope, profile grade, elevation over pipe, continuous station measurements, continuous numbering of manholes, other crossing utilities including drainage indicating top and bottom of pipe elevations, and pipe types.
13. Location and size of water meters.
14. Pump/lift station design* shall be in accordance with the District's standards unless the station will remain private. Private pump stations must be approved by the District.
15. Standard Water and Wastewater Details shall be included with each submittal.

* Pump/lift station designs, including emergency generator, will require supporting calculations. Submit three signed and sealed copies along with the plan submittal outlined above. These calculations shall include flow and head determinations, establishment of the pump curve indicating pumping efficiencies, and model numbers and ratings of all pumps. Wastewater pump stations shall meet the requirements of the District's Wastewater Pump Station Specifications.

ERC CALCULATIONS

In order to determine the capacity to be reserved by Developer, the number of Equivalent Residential Connections (ERCs) associated with the project shall first be determined. An ERC is defined as a standard of measurement used to establish equivalent charges for all categories of utility system customers. The District reserves the right to amend the definition of ERC at any time.

An ERC is based upon the average demand placed on the system by a single family customer which is a customer classification that includes all residential dwelling units that do not share a common wall with another unit and all dwelling units that are common walled and are individually metered. A single-family customer with a five-eighths inch (5/8") meter capacity demand is deemed as one (1) ERC. A single-family customer with a one inch (1") meter capacity demand is deemed to equal two and a half (2.5) ERCs; one and one-half inch (1 1/2") capacity demand is deemed to equal five (5) ERCs; and a two inch (2") meter capacity demand is deemed to equal eight (8) ERCs. An ERC shall be three hundred fifty (350) gallons per day for water and two hundred fifty (250) gallons per day for sewer.

Capacity demand for single-family lots with a total area of greater than one-half (1/2) acre, such customers shall submit site and landscape plans to the District to determine the number of ERCs for such customer in accordance with the following formula: Annual irrigation consumption will be based on applying one inch (1") of water per week over the pervious area of the lot less an annual allowance of twenty inches (20") per year of rainfall over the pervious area of the lot. Potable or domestic consumption will be calculated on the basis of one hundred (100) gallons per day for each bathroom that contains a water closet, lavatory, and shower/tub. The impervious area shall include the "footprint" of any buildings, and driveways, pools, porches, patios, walkways, etc. In the event the EOR provides demand calculations for the irrigation systems, the District may utilize for determination of ERC's in place of the above mentioned formula.

The multi-family customer class consists of all master-metered connections for apartments, condominiums, cooperatives, quadraplexes, triplexes, duplexes, manufactured homes, recreational vehicles and mobile homes where designed, arranged, used or capable of use as multiple dwelling units. Multi-family capacity demand will be calculated based upon the number of units behind the master meter together with the capacity demand of non-residential uses served through the master meter.

Capacity demand for commercial, non-residential, industrial, mixed-use master meter, irrigation and governmental classifications shall be determined based upon unit flows calculated under Florida Administrative Code, Rule 64E-6.008 System Size Determinations, as amended from time to time, converted to ERCs. These unit flows are to be multiplied by the average number of days in a month (thirty and four-tenths (30.4) days/month) to determine an average monthly demand. This average monthly demand is converted to an equivalent number of ERCs, as defined above, to determine the Development Agreement capacity reservation. Customers shall submit site and landscape plans to the District to determine the number of ERCs for such customer in accordance with the following formula: Annual irrigation consumption will be based on applying one inch (1") of water per week over the pervious area of the lot less an annual allowance of twenty inches (20") per year of rainfall over the pervious area of the development. The impervious area shall include the "footprint" of any buildings, and driveways, pools, porches, patios, walkways, etc. In the event the EOR provides demand calculations for the irrigation systems, the District may utilize for determination of ERC's in place of the above mentioned formula.

CONSTRUCTION, PERMITS & INSPECTIONS

Preconstruction Meeting

Prior to the commencement of construction, a preconstruction meeting shall be held between the EOR, the Developer's contractor, appropriate District inspectors, District Consulting Engineer, and all other appropriate personnel. The items listed on the Preconstruction Meeting Checklist, as applicable, shall be on file with the District prior to scheduling the preconstruction meeting.

Preconstruction Meeting Checklist

1. Development Agreement Executed By Both Parties
2. As Applicable, Letters Permitting Construction From:
Marion County Public Health Unit
Florida Department of Environmental Protection
South West Florida Water Management District
Marion County
3. Submit three (3) sets of Shop Drawings signed and stamped by both the EOR and the Licensed Underground Contractor with the understanding that the District will retain two (2) sets.
4. Submit three (3) sets of Pump/Lift Station and Emergency Generator Drawings, signed and stamped by the EOR and the Licensed Underground Contractor with the understanding that the District will retain two (2) sets.
5. Submit three (3) water & wastewater Products List Sets signed and stamped by both the EOR and the Licensed Underground Contractor with the understanding that the District will retain two (2) sets.
6. The Underground Contractor **MUST** furnish copies of his/her license, Marion County Occupational License, Certificate of Competency, Certificate of Insurance, Liability Insurance proof of Workers Compensation and State Registration or Certification as an Engineering Contractor.
7. A copy of the executed agreement between the Developer or General Contractor and the Underground Utility Contractor indicating the cost of construction.

Permits

Prior to the issuance of an approval to commence construction by the District, the contractor and EOR must have attended a preconstruction meeting in accordance with the District's requirements. After the preconstruction meeting, an approval to commence construction may be issued by the District for the utility construction as documented on the approved engineering drawings on file with the District.

As a condition of issuance of an approval to commence construction, the contractor shall furnish the District a Sunshine State One Call Ticket Number.

All water, wastewater and irrigation quality water facilities that will become a part of the District's utility system shall be inspected by the District's inspector and tested by the Developer or contractor and witnessed by the District's inspector. This requirement does not release or substitute for the Developer providing adequate full time inspection and supervision of the construction. The District inspectors will not supervise contractor's operations or provide any certifications.

The District inspectors may inspect all construction and materials and may also inspect preparation, fabrication or manufacture of components, materials and supplies. The District inspector is not authorized to revoke, alter or waive any requirements of the approved plans or specifications unless approved by the District. The District Inspector is authorized but not obligated to call to the attention of the EOR or Contractor any failure of work or materials to conform to the plans or specifications. The District inspector shall have the authority to reject materials or suspend the work until questions of issue can be referred to and decided upon by the District. The District inspector shall in no case act as foreman or perform other duties for the EOR and/or Contractor nor interfere with the management or means and methods of the work. Input which the District's inspector may give,

shall in no way be construed as releasing the Developer, the EOR or Contractor from performing according to the intent of the plans, specifications, the District's Minimum Design and Construction Standards, and applicable permit and legal requirements. The District inspectors shall be permitted to enter upon any property without prior notification for the purposes of inspection, observation, measurement, sampling, testing, review and/or photocopying of records, or investigation as maybe necessary for enforcement of the UEP, regulatory permits or the Development Agreement.

Inspections will be scheduled for regular working hours only, except for nights when service interruptions are involved. Work will not be scheduled for weekends or holidays unless approved in advance by the District. Overtime pay will apply for each inspection outside of regular working hours at the overtime rate in the Rate Schedule (minimum three hundred dollars (\$300) for up to three (3) hours and one hundred dollars (\$100) per estimated hour for longer inspection, paid in advance). The District should be provided with at least two (2) full working days notice for scheduled inspections, and a minimum seven (7) days notice is required for construction with service interruptions. District inspectors may make routine passes on call to inspect such items as thrust blocks, material on site and clearances between conflicting lines. Scheduled inspections are required for jack and bores and pipe slippage through same, filling and flushing of potable water mains, pressure testing (private and utility owned mains), flow testing of hydrants if performed by contractor, application of coatings to manholes and wet wells, setting of wet wells, installation of lift station grounding rods, installation of base elbow anchors, prior to pouring any concrete, field welding/fusion of HDPE pipe and fittings, gravity sewer main lamping (private and utility owned), lift station start-ups (private and utility owned), and tie-ins to District facilities. Density test results shall be submitted to the District inspector prior to pressure testing or lamping. The contractor shall keep a copy of the current approved plans on the project site at all times. Approved work schedules are required prior to the beginning of construction for main shutdowns or for modifications to operating pipe systems. It shall be the EOR's responsibility to schedule inspections and their qualified representative shall be present when required by the District. A scheduled inspection will be canceled if said representative is not present. The EOR shall be present during the entire length of the inspection. The EOR shall pre-test pressure tests and lampings to minimize inspection failures. A reinspection fee will be assessed for failure of a water pressure test or wastewater lamping. The EOR shall prepare accurate record drawings and same shall be submitted to the District for review and approval before a lamping or pressure test is scheduled. In any case, approved record drawings must be submitted prior to request of a conditional final/final inspection or service being provided to any phase of a project.

Prior to the final inspection/walk through record drawings as described herein showing the location of all water and wastewater utilities must be submitted and approved. The final inspection/walk through must be conducted and all punch list items must be completed and approved prior to the District's acceptance of the system.

Developer and/or Developer's contractor shall correct all construction and materials which are rejected by District's Inspector or which do not conform to the intent of the District approved plans and specifications, the Districts Minimum Design and Construction Standards, and applicable regulatory permit and other legal requirements.

Temporary Water Meters

1. A temporary water meter for construction purposes may be issued if necessary, providing a standard water service line is connected to an existing (bacteriologically cleared and operational) water main. Hydrant meters are also permitted.
2. The contractor or Developer should request a temporary meter from the District. The application will require information regarding, but not limited to, project name, location, and meter size.

3. The contractor is required to provide proper fittings and a **backflow preventer**, if applicable, for installation with the temporary meter.
4. Unauthorized water use fines (per job site) shall be established by Rule in the adopted Rate Schedule for the District.
5. If the requested temporary meter is to be installed on existing lines in service, the temporary meter will generally be approved for installation. If the meter is to be set on a newly installed water main, the Utility must be in possession of bacteriological clearance from an approved State certified laboratory and regulatory sign-off for the water mains before approval for the temporary meter can be issued. If bacteriological samples are not on file, temporary meters will not be set until bacteriological clearance is received.
6. These meters must be made available to the District, upon demand from the District, for purposes of reading or maintenance. Failure by the customer to produce a temporary meter upon request by the District may result in immediate forfeiture of any security deposit held by the District for the meter. It is the customer's responsibility to ensure that the meter assembly is not damaged; any damage may result in the forfeiture of a portion or all of any security deposit held by the District for the meter. It is the customer's responsibility to ensure that these meters are used only for the purpose approved by the District, and in a manner which is consistent with District policies regarding temporary meters; failure to do so may result in fines and/or forfeiture of the security deposit held by the District for the meter, as well as immediate removal of the meter by the District.
7. The contractor or the Developer must notify the District to remove temporary meter(s) prior to issuance of the final permanent water meter for the project. The final permanent water meter will not be released until all the temporary meter(s) are removed from the site. Contractors shall not tamper with, remove and return meters. Removal must be done by the District.

INDIVIDUAL TAPS

Potable Water, Wastewater and Irrigation Quality Systems

The following procedure shall be utilized in order to establish an individual connection to the District water distribution system, wastewater collection system and/or irrigation quality water system. This procedure will be used for individuals desiring a connection to the District's utility system where no On-Site or Off-Site facilities are required to provide service.

1. Contact the Utility to obtain record locations of the existing utility mains fronting the property.
2. Submit three (3) signed and sealed drawings by a registered professional engineer in the State of Florida showing the proposed location of the tap and water meter. The plans must also include a copy of the standard District detail for a typical water and/or wastewater service.
3. Hire a licensed underground utility contractor to perform the work. The contractor must apply for a permit(s) with the appropriate governmental jurisdiction.
4. At least forty-eight (48) hours prior to the contractor conducting the tap, contact the appropriate District Inspector to schedule the inspection of the tap. No taps can occur without the presence of the District's Inspector.

5. Once the tap has been performed, the contractor must install the service line and prepare the location for the meter installation. The District will supply the meter and the meter box, once the location for the meter has been prepared.
6. Before a meter will be set, the Owner or the Developer must contact the District to establish a new account and pay the appropriate water/wastewater fees and charges.
7. If the tap does not occur on a main located in the public right-of-way, adequate legal authority for use of the property where the main is located must be secured and submitted to the District.
8. If the tap will occur in the public right-of-way outside or in FDOT or Marion County right-of-way, the customer may be required to obtain additional permits.

Potable Water Irrigation System

The following procedure shall be utilized in order to establish a residential/multi-family/commercial potable water irrigation connection to the District water distribution system. This procedure will be used for individuals with existing potable water service desiring a potable water irrigation connection to the District's utility system where no mains are required to be extended.

1. Contact the District to request connection to the District's utility system.
2. Pay the cost of installing the potable water irrigation meter, meter box, backflow preventer, and associated piping and restoration costs to the District. For meters over five-eighths inches (5/8"), the District will provide an estimate of the cost in installation for the customer's consent and approval to go forward with the installation. In the event that the existing water meter is encased in a concrete driveway or sidewalk or some other physical obstacle to the convenient installation of a meter box and associated piping is present, then the District will provide the customer an estimate of the actual cost of installation for the customer's consent and approval to go forward with the installation.
3. The customer will be responsible for extending piping from the potable water irrigation meter to the customer's irrigation system.
4. If the meter installation does not occur on property located in the public right-of-way, adequate legal authority for use of the property where the meter is located must be secured and submitted to the District prior to installation.
5. If the meter installation will occur in the public right-of-way or in FDOT or Marion County right-of-way, the customer may be required to obtain additional permits.

ACCEPTANCE OF UTILITY SYSTEMS

General/Procedures

Upon completion of the utility construction, the Permanent Water Meter Checklist (below) will be completed by the EOR and all items will be submitted as a Utility Acceptance Package ("UAP") to the District for approval. The UAP will be reviewed, and if deemed sufficient, approved by the District. The EOR shall make such corrections to the UAP as required by the District. When deemed sufficient, a Notice of Intent of Acceptance ("NOI") will be issued by the District to the Developer. This NOI will serve as contingent approval and release by the District for the Developer to request District approved permanent water meter(s). In no instance will any meter be installed without submittal of a UAP and issuance of an NOI by the District. After issuance of the NOI

but before final acceptance of the UAP, the UAP will be presented to the District Board for final approval, and once approved by the District Board a final Notice of Acceptance will be issued to the Developer. The Developer shall make such corrections to the UAP as may be required by the District Board as a condition to approval of the UAP. The District may suspend permanent water meter sets until the Developer complies with District Board UAP approval conditions.

PERMANENT WATER METER CHECK LIST

THE FOLLOWING ITEMS MUST BE ON FILE IN THE UTILITY PRIOR TO THE INSTALLATION OF THE FIRST PERMANENT WATER METER:

1. All outstanding District fees must be paid to date.
2. Letter of acceptance from Marion County.
3. Letter of clearance from FDEP Water.
4. Letter of clearance from FDEP Wastewater.
5. Letter of clearance from FDEP Irrigation Quality Water.
6. Copies of Bacteriological Reports, Gravity Sewer, Force Main, Water and Irrigation Quality Water Main testing results.
7. Signed and sealed certification of utility mains by the EOR
8. Letter from the Developer certifying the actual cost of utility construction
9. Affidavit from the developer stating all contractors, subcontractors, vendors and materialmen have been paid and that no liens have been filed relating to the installation of utilities.
10. Bill of Sale Absolute, executed on District's standard form, including a legal description. .
11. An 8 ½" x 11", signed and sealed, reduced copy of the as-built print(s) showing the water, wastewater and irrigation quality water system facilities being turned over to the District, and an electronic version of the as-built print(s).
12. Grant of Utility Easement, executed on District's standard form, including: title insurance according to the District's standards (see attached); an 8 ½" x 11" legal description of the property; a signed and sealed survey or sketch of easements. NOTE: Pursuant to the terms of the Sublease, the District may require Developer to execute the Grant of Utility Easement in favor of OTOW and/or SCA instead of the District.
13. For residential projects, three (3) copies of a listing of lots, blocks, and addresses (if available) of the entire development (residential).
14. For commercial projects, a listing of all bays and addresses, for the purpose of setting meters.
15. If the development is to be phased, the phases must be clearly delineated on these plans. All water meter requests must include the phase in which the unit is located.

16. Water, wastewater and irrigation quality water system as-built/record drawings to be approved PRIOR to issuance of first permanent water meter.
17. Two (2) sets of as-built/record drawing prints, using the approved design drawings, signed and sealed by the EOR and a land surveyor registered in the state of Florida.
18. Electronic media of as-built/record drawings in CADD format on CD.
19. Final inspection and approval of the water, wastewater and irrigation quality water system by the District inspector.
20. Letter from the Developer/contractor requesting that any temporary water meters be pulled at the time a permanent meter is set, or when an agreed upon percentage of permanent meters are issued for a residential project.

NOTE: We suggest that all of the items listed above be submitted in one package by the EOR approximately 10 working days before your water meter is needed in order for us to efficiently process your request for permanent water meter installation in a timely manner.

EASEMENTS & TITLE INSURANCE

Under the terms of an executed Development Agreement, easements are required to be dedicated to the District for land where water, wastewater and irrigation quality water utility mains, pump/lift stations and storage tanks are installed that will be turned over to the District for operation and maintenance. The Standard Easement Form found in this package is the only form the District will accept. Additionally, a surveyed sketch and description must be provided on 8-1/2" x 11" paper. The sketch is to reflect the description and shall carry such additional information necessary to clarify its location. The District reserves the right to approve the description and sketch.

Title Insurance is required for all easements dedicated to the District. The following is provided as guidance for the requirements of title insurance:

1. The following shall apply to all title insurance commitments and policies:
2. Title commitments and policies must be issued on American Land Title Association ("ALTA") forms.
3. The insured amount should be as designated by the District and not less than One Hundred Thousand Dollars (\$100,000.00) per easement.
4. The effective date of the commitment should be modified to be the date of recording of the easement.
5. The proposed insured shall be the "Bay Laurel Center Community Development District, its successors and/or assigns".
6. All of the Schedule B - 1 requirements should be marked as satisfied.
7. Easements must be identified as to purpose, location and the manner in which the subject property is affected.
8. Any exception for Chapter 159, Florida Statutes, liens must be deleted.
9. All standard exceptions must be deleted.

10. The “gap” standard exception must be deleted from the commitment upon recording of the easement. The title insurer must insure the gap.
11. The commitment must not contain any exceptions for a notice of commencement.
12. No mortgages or liens should be listed as title exceptions.
13. No mineral reservations or other exploratory or excavation type exceptions should be listed as title exceptions.
14. No easements with exclusive use language should be listed as exceptions if such easements affect the District’s easement property.
15. Such other requirements as may be specified by the District or its attorney.

Title Company Responsibility:

1. Forward the original signed title commitment and legible copies of all listed exceptions to the District.
2. Any exceptions listed on Schedule B which cannot be removed must be joined and consented to on a form acceptable to the District, and recorded together with the easement. Do not record the easement until all properly executed joinder and consents are in hand.
3. Coordinate execution and recording of the easement.
4. The original final policy must be delivered to the District not later than thirty (30) days after recording of the easement.
5. The final policy must show the official record book and page number of the easement.

SAMPLE FORM

UTILITY EASEMENT

THIS UTILITY EASEMENT is made and executed this ____ day of _____, 20____, by _____ (type of partnership or corporation existing and organized under the laws of _____ State), whose mailing address is _____ (hereinafter referred to as the "Grantor") to _____, (hereinafter referred to as the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH:

WHEREAS, Grantor is lawfully seized in fee simple and is in possession of that certain property situated in Marion County, Florida, as more particularly described on Exhibit "A" by metes and bounds and by sketch of the easement which is attached to and by this reference made a part of this document (hereinafter referred to as the "Easement Land").

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby states as follows:

- 1. Grantor does hereby grant unto the Grantee, a perpetual utility easement in, on, over, under, through, and across the Easement Land, with the full and free right of ingress and egress for the purposes of the construction, installation, reconstruction, rebuilding, replacement, repairing, operation, distribution, and maintenance of lift stations, force mains, water lines, gravity wastewater mains, well production facilities, irrigation quality water lines, telecommunications systems, data, information and telephony systems, hybrid fiber and coaxial cable systems and all appurtenances relative to these facilities or systems serving the development area.
2. Grantee shall have the right and privilege from time to time to alter, improve, enlarge, add to, change the nature or physical characteristics or replace, remove or relocate such facilities or systems in, upon, over, under, through, and across the Easement Land along with all rights and privileges necessary or convenient for the full benefit and the use thereof for purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement area that might interfere with the purposes for which such facilities or systems which is or might be constructed, along with the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, over the adjoining lands of the Grantor, its successors and assigns, including successors in title, for the purpose of maintaining the above facilities and systems which are located in the Easement area.
3. The Easement granted shall be binding upon the Grantor and its successors and assigns. This Easement shall not be released or amended in any manner without the written consent of all entities having facilities or systems located within the Easement Land, and which consent must be evidenced by an instrument executed with the same formalities as this document.

4. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement, and that the Grantee, its successors and assigns shall have all of the rights to the Easement Land as stated herein.
5. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
6. Grantor warrants that to the best of Grantor's knowledge and belief, the Easement Land is free and clear of soil and ground water contamination. For and in consideration of Ten and No/Dollars (\$10.00), receipt of which is acknowledged, Grantor shall indemnify and hold Grantee harmless for all claims and damages resulting from any such contamination.

ACKNOWLEDGEMENT OF INDIVIDUAL OR PARTNERSHIP

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

WITNESSES:

Name of Partnership, Grantor

Print Name:_____

By:_____
_____, General Partner

Print Name:_____

State of_____

County of_____

On _____(date), _____, General Partner for _____(Grantor), who is authorized to execute the foregoing on behalf of the Grantor, personally appeared before me and executed this instrument and is:

_____ is personally known to me or _____ produced _____ as identification; and who _____ did take an oath or _____ did not take an oath.

Notary Public
Print Name:_____

My Commission Expires:

ACKNOWLEDGEMENT FOR CORPORATION

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in its name, and its corporate seal is to be hereunto affixed, by its proper officers or representatives hereunto duly authorized, as of the day and year first above written.

WITNESSES:

Name of Grantor

Print Name:_____

By:_____

Title:_____

Print Name:_____

Attest:_____

Corporate Secretary

(CORPORATE SEAL)

On _____(date), _____, whose title is _____, and who is authorized to sign the foregoing on behalf of _____, personally appeared before me and executed this instrument and :____ is personally known to me or _____ produced _____ as identification; and who_____ did take an oath or _____ did not take an oath.

Notary Public
Print Name:_____

My Commission Expires:

JOINDER AND CONSENT OF MORTGAGEE

_____, being the holder of that certain mortgage dated the _____ day of _____, 20__, and recorded the _____ day of _____, 20__, in Official Record Book _____, at Page _____, of the Public Records of Marion County, Florida, hereby consents and subordinates its mortgage to the foregoing Utility Easement.

WITNESSES:

Mortgage Holder

Print Name: _____

By: _____

Title: _____

Print Name: _____

On _____ (date), _____, whose title is _____, and who is authorized to sign the foregoing Joinder and Consent of Mortgage for _____ (mortgage holder), personally appeared before me and executed this instrument and is:

_____ is personally known to me or
_____ produced _____ as identification;

and who

_____ did take an oath or
_____ did not take an oath.

Notary Public
Print Name: _____

My Commission Expires:

BILL OF SALE INSTRUCTIONS

Prior to the acceptance of the system, a proper bill of sale absolute granting ownership rights to the District, or its designee, must be provided by the Developer on the approved format. See sample form below. This document will provide title and interest in and to all of the water, wastewater and irrigation quality water lines, mains, connections, pipes, valves, meters, and equipment installed within the granted easements and rights-of-way as provided for in the plans and specifications to be prepared pursuant to the District's requirements.

Along with the Bill of Sale Absolute, the Developer must provide to the District an affidavit that all persons, firms, or corporations who furnished labor or material used directly or indirectly in the prosecution of the work required to be performed by the Developer pursuant to the Development Agreement have been paid and that there are no liens associated with the construction of the utilities for this project.

In addition to the Bill of Sale, the Developer must provide the District a detailed listing of materials and component parts and equipment transferred to the District, together with quantities and unit prices for such items. The summed total value of these materials and component parts and equipment must equal the stated value on the Bill of Sale. The format for such submittal is set forth below:

COMPONENT	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL COST
WATER	(“)				
Gate Valve			Each	\$	\$
Water Main			Lineal Feet	\$	\$
Single Service			Each	\$	\$
Double Service			Each	\$	\$
Fire Hydrant			Each	\$	\$
Backflow Preventers			Each	\$	\$
				Total Water	\$
WASTEWATER					
Gate Valve			Each	\$	\$
Force Main			Lineal Feet	\$	\$
Gravity Wastewater Mains			Lineal Feet	\$	\$
Single Service			Each	\$	\$
Double Service			Each	\$	\$
Manholes			Each	\$	\$
Lift Stations			Each	\$	\$
				Total Wastewater	\$
IRRIGATION					
Gate Valve			Each	\$	\$
Main			Lineal Feet	\$	\$
Other				\$	\$
				Total Irrigation	\$
				System Total	\$

SAMPLE FORM

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that _____ (hereinafter referred to as the “Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it paid _____, (hereinafter referred to as “Grantee”), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto Grantee, its successors and assigns, all those certain goods and chattels described as follows:

Potable water lines and/or sanitary wastewater collection lines and/or lift stations and/or water production facilities and/or irrigation quality water lines and related facilities constructed within the right-of-way and/or property of Grantor and/or properly dedicated easement to the Grantee, which system is more completely described in Exhibit “1 A” and/or “1 B”, with a total constructed value of \$_____.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever.

And the GRANTOR, for itself and its successors, hereby covenants to and with Grantee, its successors and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all liens and encumbrances, that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In addition, the GRANTOR hereby warrants said potable water systems and/or sanitary wastewater collection systems and/or lift stations and/or water production facilities and related facilities to be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and GRANTOR further agrees to reimburse Grantee in full for reasonable and necessary repairs (as determined by Grantee), due to said defects during the twelve (12) month period; cost of same shall be set out on an invoice from the person performing the repairs.

GRANTOR:

By: _____

Print Name

STATE OF FLORIDA)
) SS:
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____ and _____, the _____ President and _____ Secretary of _____, who are both personally known to me OR who have produced _____ as identification and who did _____ take an oath.

Notary Signature

Print Notary Name

NOTARY PUBLIC
State of Florida at Large: _____
Commission No. _____
My Commission Expires: _____

Record Drawings

At the completion of the construction of water and wastewater systems, record plans are to be prepared and submitted by the EOR to the District for review. These drawings are to include all of the following information and are to represent actual field construction of the utilities. These drawings are to be signed and sealed along with the certification language by both a professional land surveyor and the EOR.

Provide two (2) sets of signed and sealed 24" x 36" drawings, including hard copy, electronic media, in CADD format on CD, with the following minimum requirements:

1. Address of building & lot / block of each unit.
2. Location sketch and north arrow. Specify section, township, and range.
3. Applicable scales: plans, profiles, details.
4. "Record Drawing" in large bold letters.
5. Provide accompanying surveyor sketch and legal description to verify easement locations on record drawings. Ensure utilities are covered by easements and include all fire hydrants, back-flow preventers, water meters and services to water meters. Easement dimensions must be clearly noted.
6. Identify right-of-way lines. Clearly show property boundary lines.
7. Location of water, wastewater and irrigation/reclaimed water installations within dedicated right-of-way or within the easements to be dedicated.
8. Location of easements and the location of the installations within the easements.
9. Distances from R/W lines to utilities.
10. Vertical Locations:
 - Sanitary Services: Top of pipe elevation at end of lateral.
 - Sanitary Manholes: Final rim and invert elevations of all pipes entering manhole.
 - Water, Wastewater, Irrigation/Reclaimed Water Mains: Top of pipe elevations on approximately one hundred foot (100') intervals.
 - Water, Wastewater, Irrigation/Reclaimed Water Fittings: Top of pipe elevations on all fittings and at all values.
11. Horizontal Locations:
 - Sanitary Service - station along the wastewater main, using the downstream manhole on each run as 0700, for each W9E and a separate station for the end of the lateral including an offset distance from the main measured at ninety degrees (90°) to the main.
 - Sanitary Manholes - distance between each manhole, measured along connecting wastewater main.

Water, Wastewater, Irrigation/Reclaimed Water Mains - location relative to a permanent surface feature at approximately two hundred foot (200') intervals.

Water, Wastewater, Reuse Fittings - location of each buried fitting or valve referenced to two (2) permanent surface features no more than one hundred feet (100') from the value or fitting.

12. Type of pipe - size and material.
13. Identify private systems not maintained by the District. (Lift stations, gravity lines, force mains, and/or water lines and irrigation quality water lines.)
14. Identify abandoned sections and lines that have been removed, if applicable.
15. All final planned installations shall be shown on the drawings including the buildings, storm drainage, other utilities, landscaping, trees, asphalt roadways, tile, pavers, etc.
16. Names of streets and public rights-of-way, widths of streets and public rights-of-way, width of easements, limit lines for all easements.
17. Location and elevation of bench marks and source.
18. Meter size and location.
19. Name, address and telephone number of Certifying Engineer.
20. Name, address and telephone number of Certifying Professional Land Surveyor.
21. Signed, sealed, and dated by Engineer **AND** Professional Land Surveyor.
22. Owner/Developer's name, address and phone number.
23. Verify that installations are identical to approved design drawings. Any changes made during construction must be called out on the record drawings.
24. Location of building lines.
26. Section lines/reference points.
27. Pump/lift station record drawings, including profile, details, electrical schematics, pump details, emergency generator details, and O&M manuals.

Both of the following statements shall appear on all As-Built submittals:

Surveyor's Certification:

I HEREBY CERTIFY THAT THE AS-BUILT MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION ON _____, 20__.

_____, P.L.S. #

"Record Drawing"

THE INFORMATION SHOWN ON THIS RECORD DRAWING WAS SUPPLIED BY _____ REGISTERED LAND SURVEYOR # _____ THE STATE OF FLORIDA. THE ENGINEER'S SIGNATURE AND SEAL AFFIXED TO THIS DRAWING IS ONLY TO BE INTERPRETED TO CONFIRM THAT THE INFORMATION PROVIDED HAS BEEN REVIEWED FOR CONFORMANCE WITH ALL APPLICABLE ENGINEERING DESIGN STANDARDS.

**SECTION II
CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION AND
IRRIGATION QUALITY WATER DISTRIBUTION SYSTEMS**

GENERAL

Applicability of Standards

The District has adopted the Marion County Land Development Code minimum requirements, as amended from time to time, as the District's Guide for the Design and Construction of Water, Wastewater and Irrigation Quality Water Systems. The District has also adopted Wastewater Pump Station Specifications. Note, the more stringent of the standards shall take precedence. All systems which will be transferred to and accepted by the District as a part of the District's systems must be designed and constructed in accordance with these specifications. Any requests for deviations from these specifications may be requested in writing to the District. Authorization for the deviation, if approved, shall be in writing from the District. Verbal communications shall not constitute a valid request and only written approvals or authorizations to proceed with the changes will be recognized.

**Additional Requirements for Design of Landscaping
and Construction and Operation of Irrigation Systems**

In addition to the Marion County Land Development Code Utility minimum requirements, the District has adopted the Florida Friendly Landscaping practices, as amended from time to time, for all customers utilizing the District's potable water and irrigation quality water systems for irrigation purposes. All customer's landscaping and irrigation systems must be designed, constructed, and operated in accordance with these specifications. Any requests for deviations from these specifications may be requested in writing to the District. Authorization for the deviation, if approved, shall be in writing from the District. Verbal communications shall not constitute a valid request and only written approvals or authorizations to proceed with the changes will be recognized.

All Irrigation

Each customer installing a new irrigation system or retrofitting or replacing an existing irrigation system shall utilize the design criteria set forth in this UEP and the Florida Friendly Design Standards pursuant to Section 373.228, Florida Statutes, as amended from time to time.

1. The source of irrigation quality water shall be District supplied reclaimed water or other designated sources of water as determined by the District for irrigation.
2. All uses of reclaimed water shall be in accordance with applicable rules of the FDEP and other regulatory bodies having jurisdiction.
3. Each customer shall be solely responsible for maintaining the customer's irrigation system in good working condition. The customer shall pay the cost of all such maintenance required.
4. The District shall require meters for all irrigation quality water connections. It is the intent of the District to maximize the use of irrigation quality water. However, at times it may be necessary to limit a customer's use of irrigation quality water based on supply availability.

Residential Irrigation Additional Requirements

The following additional requirements shall apply to all District customers installing new landscaping, installing new irrigation systems or, retrofitting or replacing an existing irrigation system.

1. Sod irrigation zones shall be separate from shrub irrigation zones, and no irrigation zone shall include both sod and shrub irrigation.
2. Irrigation for all shrub beds shall be point source drip irrigation not exceeding two (2) gph for shrubs three (3) gallon and larger, shrubs one (1) gallon and smaller shall be irrigated with low volume emitters. Spray type emitters shall not exceed fifty-three hundredths (0.53) gpm. All irrigation zones shall not exceed twelve (12) gpm. Due to pressure fluctuations in the water distribution system a zone may test at thirteen (13) gpm, which will be allowed;
3. Irrigation installations shall use pressure regulated irrigation heads as approved by the District.
4. Irrigation systems shall be hydro-zoned and matched precipitation rates to achieve maximum efficiency.
5. On sides of homes where coverage is limited due to proximity of adjacent homes, the use of End Strip/Side Strip nozzles shall be required.
6. Large sod zones shall be irrigated using rotors or similar device to achieve maximum irrigating efficiency.
7. All irrigation zones shall have matched precipitation rates for best coverage.
8. Rain sensors shall be installed on all irrigation zones, and shall be Hunter Solar Sync Evapotranspiration Sensor, or equal sensor based technology that automatically adjust watering schedule and flow according to atmospheric or soil condition or equal "smart irrigation technology" approved by the Irrigation Association and the Bay Laurel Center Community Development District.
9. All irrigation installations will include a Pressure Vacuum Breaker Back Flow device per Florida Building Code.
10. Rain sensor and related wire shall be installed per manufacturer specifications and shall meet manufacturer's wire gauge specifications.
11. Customers will be allowed a thirty (30) day grow in period upon installation of landscape material and sod; after thirty (30) days customers shall be responsible for adhering to irrigation restrictions.
12. All additional or more stringent landscape/irrigation requirements imposed by the Water Management District, and/or Marion County Land Development Code from time to time, are incorporated into and made a part of this Policy and shall control over less stringent requirements of this Policy.

Commercial Irrigation Additional Requirements

The following additional requirements shall apply to all customers installing new landscaping, installing new irrigation systems, or retrofitting or replacing an existing irrigation system.

1. Sod irrigation zones shall be separate from shrub irrigation zones, and no irrigation zone shall include both sod and shrub irrigation.

2. Irrigation for all shrub beds shall be point source drip irrigation not exceeding two (2) gph for shrubs three (3) gallon and larger, shrubs one (1) gallon and smaller shall be irrigated with low volume emitters
3. Irrigation systems shall be hydro-zoned and matched precipitation rates to achieve maximum efficiency.
4. All irrigation systems two inches (2") and greater shall be installed with a "normally closed" Master Valve assembly and flow monitoring controller.
5. Irrigation installations shall use pressure regulated irrigation heads as approved by the District.
6. Where coverage is limited due to proximity of adjacent structures, the use of End Strip/Side Strip nozzles shall be required.
7. Large sod zones shall be irrigated using rotors or similar device to achieve maximum irrigating efficiency.
8. All irrigation zones shall have matched precipitation rates for best coverage.
9. Rain sensors shall be installed on all irrigation zones, and shall be Hunter Solar Sync Evapotranspiration Sensor, or other smart irrigation technology sensor approved by the Irrigation Association and the District.
10. All irrigation installations will include Back Flow device per Marion County Code.
11. Rain sensor and related wire shall be installed per manufacturer specifications and shall meet manufacturer's wire gauge specifications.
12. Customers will be allowed a thirty (30) day grow in period upon installation of landscape material and sod; after thirty (30) days customers will be responsible for adhering to irrigation restrictions
13. All landscape and irrigation construction drawings shall be reviewed and approved by the District prior to submittal to Marion County.
14. All additional or more stringent landscape/irrigation requirements imposed by the Water Management District, and/or Marion County Land Development Code from time to time, are incorporated into and made a part of this Policy and shall control over less stringent requirements in this Policy.

Enforcement

Irrigation system installation shall comply with standards set forth herein and shall be subject to inspection and approval by the District prior to use of irrigation quality water or other designated water source as determined by the District. Water service and/or irrigation quality water service to customers whose irrigation systems are not installed or operated in compliance with this Policy may be shut off until such systems come into compliance with this Policy. In general, five (5) business days notification of proposed shut off of water service will be provided to allow the customer adequate time to respond and bring the irrigation system into compliance, unless more immediate action is justified in the interest of public health, safety or welfare. In addition, the District may assess penalties for violations of this Policy for each day that an irrigation system is not in compliance with the requirements of the Policy.

Shutdown of Existing Utilities

Continuous operation of the District's existing utility facilities is of critical importance. The contractor at no time shall close off any lines or turn any valves or take any action which would affect the operation of the existing facilities. The contractor shall request approval two (2) working days in advance of the time the interruption of the existing system is required. An approved notice must be distributed to the affected customers no less than two (2) working days prior to shutdown and must include the following information:

1. Start time and date and approximate duration of planning interruption.
2. Location of work.
3. Telephone number and contact name of contractor performing work.
4. Telephone number and contact name of District representative overseeing work.

All interruptions must be coordinated with the District.

Storage of Materials

Materials shall be stored as to ensure the preservation of their quality and fitness for the project. When necessary, wood platforms or other hard, clean surfaces may be used for placement.

Underground and Above Ground Structures

Necessary precautions must be taken to prevent damage to existing structures whether on the surface, above ground, or underground.

All above ground installations shall be braced with supports or protected with guard posts.

For location of existing underground facilities, contact the Sunshine State One Call underground notification center at 1-800-432-4770.

Land Monuments

The contractor shall notify the EOR and the District of any existing Federal, State, County, or private land monuments encountered.

Private monuments shall be preserved or replaced by a licensed land surveyor at the Developer's or Contractor's expense. When government monuments are encountered, the Contractor shall notify the EOR in order to allow for proper notification to the authority having jurisdiction for later replacement by a registered land surveyor in the State of Florida.

Safety

All permitted work must be done in strict accordance with the provisions of the Occupational Safety and Health Administration Regulations (OSHA), the Trench Safety Act, and all other applicable codes.

Dust Prevention

All unpaved streets, roads, detours, or haul-roads used in the construction area must utilize approved dust-preventive treatment or periodically apply water to prevent dust. Applicable environmental regulations for dust prevention shall be strictly enforced.

Traffic Maintenance and Safety

The contractor shall comply with all rules and regulations of the State, County, municipal and other applicable governmental authorities regarding the closing or restricting the use of public streets or highways. No public or private road shall be closed except by express permission of the proper authority. The contractor shall conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. The contractor shall protect all obstructions within traveled roadways by installed approved signs, barricades, and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.

Where traffic will pass over trenches after they are backfilled and before they are paved, the top of the trench shall be maintained in a condition that will allow normal vehicular traffic to pass over. Temporary access driveways must be provided where required. Cleanup operations shall follow immediately behind backfilling and the work site shall be kept in an orderly condition at all times. A Maintenance of Traffic (M.O.T.) Plan in conformance with FDOT requirements must be approved by the Utility prior to implementation.

Proper notification will be required to the Police and Fire Departments of the jurisdiction in which the work is performed prior to the closing of any street or portion thereof. No closing shall be made without the approval of the proper authority. Notify said departments when the streets are again passable for emergency vehicles. Emergency contact numbers of the contractor shall be provided to the Police Department of the jurisdiction in which the work is performed so that contact may be made easily at all times in case of barricade or flare troubles or other emergencies.

Finishing of Site, Borrow, and Storage Areas

Upon completion of the project, all areas used by the Contractor shall be properly cleared of all temporary structures, rubbish, and waste materials and properly graded and sodded, if applicable, to drain and blend in with the abutting property. Areas used for the deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain.

Miscellaneous

1. All materials shall be new and unused.
2. All permits shall be issued prior to construction.
3. For the purpose of standardization, materials should be as much as possible of a like kind in order to achieve conformity & meeting AWWA/ANSI Standards.

4. The contractor shall at all times maintain on the site a current set of approved construction plans and permits.
5. The contractor shall field verify the locations of all existing utilities shown on the approved plans. Approval of the development plans by the District in no way implies verification of the accuracy of those plans or features depicted thereon. The EOR shall bring to the attention of the District any discrepancy in, or variation from, the approved plans.
6. The contractor shall be responsible for obtaining locations of all utilities and modifications from Sunshine State One Call of Florida at 1-800-432-4770, seventy-two (72) hours in advance of construction.
7. The contractor shall be responsible for the scheduling of, and payment for, such tests as may be deemed necessary by the EOR or the District, and as called for in the plans and specifications.
8. The EOR shall make sufficient inspections of the work to enable him to certify the installation as being in conformance with the applicable standards and specifications.
9. No deviations from the approved plans will be permitted without the consent of the District.

SECTION III CONSTRUCTION DETAILS

SHOP DRAWING SUBMITTALS & APPROVED UTILITY PRODUCTS:

The procedure for the submittal of shop drawings to the District is as follows:

1. The Contractor shall submit three (3) sets of standard shop drawings or manufacturer's catalogs with the model number or type of the item encircled or otherwise designated. The submittals shall bear the approval of the Underground Utility Contractor and the EOR.
2. Three (3) sets of complete detailed shop drawings for all sanitary manholes, wet wells, other castings, and pumps shall be submitted and shall bear the stamped approval of the Underground Utility Contractor and the EOR on each sheet.
3. Engineering data covering all equipment and fabricated materials, which will become a permanent part of the work under this development, shall be submitted to the District, for review. This data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports requires; performance characteristics; and dimensions needed for installation and correlations with other materials and equipment.
4. All submittals, regardless of origin, shall be stamped with the approval of Contractor and identified with the name and number of this development, Contractor's name, and references to applicable specification paragraphs. Each submittal shall indicate the intended use of the item in the work. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data.
5. Contractor's stamp of approval is a representation to the District that Contractor accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria,

materials, catalog numbers, and similar data, and that the Contractor has reviewed or coordinated each submittal with the requirements of the work and the specifications.

6. All deviations from the specifications shall be identified on each submittal and shall be tabulated in Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.
7. Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by the District have been taken into account. In the event that more than one resubmission is required due to failure of contractor to account for exceptions previously noted, Contractor shall reimburse the District for charges for review of the additional resubmissions.
8. Resubmittals shall be made within 21 days of the date of the letter returning the material to be modified or corrected, unless within 21 days the Contractor submits an acceptable request for an extension of the stipulated time period, listing the reasons the resubmittal cannot be completed within that time.
9. Contractor's letter of resubmittal shall list the date of his original submittal letter, the date of the District's letter returning the submittal, and the dates of submission and return of any previous resubmittals. In addition the Contractor shall reimburse the District for any time spent on reviewing the resubmittal and each of any subsequent resubmittals as defined in the Adopted Rate Schedule.
10. The District's review of drawings and data submitted by Contractor will cover only general conformity to the drawings and specifications, external connections, and dimensions which affect the layout. The District's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device or item shown. The District's review of submittals shall not relieve Contractor from responsibility for errors, omissions, or deviations, or responsibility for compliance with the specifications.
11. Three copies of each submittal shall be submitted to the District, plus additional copies as deemed necessary by the Contractor for vendors and sub-contractors. The District will not accept submittals from anyone but the Developer or Developer's engineering firm. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.), to indicate the sequence of the resubmittal. The Contractor will receive one copy of the reviewed submittals from the District. The District will retain the remaining submittals for file.
12. When the drawings and data are returned marked Not Acceptable or Returned For Correction, the corrections shall be made as noted thereon and as instructed by the District and three corrected copies resubmitted.
13. When corrected copies are resubmitted, Contractor shall in writing direct specific attention to all revisions and shall list separately any revisions made other than those called for by the District in previous submissions.
14. When the drawings and data are returned marked No Exceptions Noted, Make Corrections Noted, or Record Copy, no additional copies need to be furnished.

15. The end result of the above procedure is a complete submittal to the District of all materials and products to be used in the construction and installation of the underground water and wastewater system. Further, all submittals shall be made in one (1) package (list of items, shop drawings, catalogs, and other required drawings). Please note that submittals must be accompanied by a cover letter of transmittal stating what the package contains.
16. No approvals for water, wastewater and irrigation quality water construction will be issued by the District until the shop drawings and products list for all items have been approved by the Utility.