

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT

UNIFORM SERVICE POLICY

**Policies, Procedures, Rules and Regulations
for
Water, Wastewater and Irrigation Quality Water Systems**

Revised: August 18, 2015

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TECHNICAL TERMS AND ABBREVIATIONS

The following definition of terms and abbreviations shall apply to the Uniform Service Policy, The Uniform Extension Policy, and other policies and procedures adopted by the Bay Laurel Center Community Development District.

Air Gap - The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet conveying water or waste to a tank, plumbing fixture, receptor, or other assembly and the flood level rim of the receptacle. These vertical, physical separations must be at least twice the inside diameter of the water supply outlet, never less than one inch (1”) or twenty-five millimeters (25 mm) above the receiving vessel flood rim.

Applicant – Means the owner of real property or the person or legal entity which has the legal right to utilize real property by means of any form of ownership which real property the applicant desires to be served by water or wastewater service. The terms “applicant”, “developer”, and “property owner” are synonymous and may be used interchangeably herein.

Application – A written request from an applicant requesting that, pursuant to a utility agreement, specific water service and/or wastewater service be provided to and for certain real property..

Approved - Accepted by the District as meeting an applicable stated specification or citation or as suitable for the proposed use.

Assembly – An assemblance of one or more approved body components and including approved shutoff valves.

Atmospheric Pressure – The pressure exerted by the atmosphere at any point. Such pressure decreases as the elevation of the point above sea level increases. One atmosphere is equivalent to 14.7 psi (101.4 kPa) 29.92 in. (760 mm) of mercury, or 33.9 ft (10.1 m) of water column at average sea level.

Atmospheric Vacuum Breaker (AVB) Backflow Preventer - The AVB consists of a float check, a check seat, and an air inlet port. A shutoff valve immediately upstream may or may not be an integral part of the device. The AVB is designed to allow air to enter the downstream water line to prevent backsiphonage. This unit may never be subjected to a backpressure condition or have a downstream shutoff valve, or be installed where it will be in continuous operation for more than 12 hours.

Auxiliary Water Supply - Any water supply on or available to the premises other than the District’s approved public water supply. These auxiliary waters may include water from another purveyor’s public potable water supply or any natural source(s), such as a well, spring, river, stream, harbor and so forth; used waters (including Reclaimed Water); or industrial fluids. These waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

AWG - American Gauge Wire

Backflow - The undesirable reversal of flow in the District’s potable water distribution system as a result of a cross connection.

Backflow Preventer – An assembly, device, or method that prohibits the backflow of water into potable water supply systems.

Backpressure - A pressure, higher than the supply pressure, caused by a pump, elevated tank, boiler, or any other means that may cause backflow.

Backsiphonage - A type of backflow where the upstream pressure to a piping system is reduced to a subatmospheric pressure.

Base Facility Charge (BFC) – A charge reflecting recovery of a portion of the fixed and non-variable costs of providing utility service. See Rate Schedule.

Bank Draft - Direct payment of monthly water and/or wastewater bills electronically deducted from customer's bank account after completing and signing the Pre-Authorized Direct Bank Payment Plan form.

Board – means the Board of Supervisors for the District.

Business Hours – means Monday through Friday 7:00 a.m. to 3:30 p.m. as amended from time to time.

Certified Backflow Prevention Assembly Tester – A person who has demonstrated competence to test, repair, and maintain backflow prevention assemblies as evidenced by certification that is recognized by the approving authority.

Commercial - The commercial customer class which includes all non-residential (commercial, industrial, institutional and mixed residential/commercial, etc.) purposes and as distinguished from the Single-Family Residential and Multi-Family service classes.

Consumer - The person, firm, association, corporation, governmental agency or other entity or organization supplied with potable water, irrigation quality water, and/or wastewater service by the District.

Contamination - An impairment of a potable water supply by the introduction or admission of any foreign substance that degrades the quality and creates a health hazard.

County- Means located in Marion County, Florida.

Customer - The person, firm, association, corporation, government agency or other entity or organization who has entered into an agreement to receive potable water, irrigation quality water, and/or wastewater service from the District and who is liable for the payment of that potable water, irrigation quality water, and/or wastewater service and shall abide by all the District's Rules and Regulations.

Customer's Wastewater Installation - All pipes, fittings, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for disposing sewage located on the customer's side of "Point of Collection" whether such installation is owned by customer, or used by consumer under lease or otherwise.

Customer's Potable Water / Irrigation Quality Water Installation - All pipes, fittings, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing water for any purpose ordinarily located on the customer's side of "Point of Delivery", whether such installation is owned by customer or used by consumer under lease or otherwise.

Cross-Connection - A connection or potential connection between any part of a potable water system and any other environment containing other substances in a manner that, under any circumstances would allow such substances to enter the potable water system. Other substances may be gases, liquids, or solids such as

chemicals, waste products, steam, water from other sources (potable or non-potable), or any matter that may change the color or add odor to the water.

District - Bay Laurel Center Community Development District.

Domestic Wastewater - Wastewater generated by dwellings, business buildings, institutions, and the like.

Double Check Detector Backflow Prevention Assembly (DCDA) – A specially designed backflow assembly composed of a line size approved double check valve assembly with a bypass containing a specific water meter and an approved double check valve assembly. The meter shall register accurately for only very low rates of flow up to 3 gpm and shall show a registration for all rates of flow. This assembly shall only be used to protect against a non-health hazard (i.e., a pollutant).

Double Check Valve Backflow Preventer - A complete assembly consists of two internally loaded, independently operating check valves, located between two (2) tightly closing resilient-seated shutoff valves with properly placed resilient-seated test cocks. This assembly shall only be used to protect against a non-health hazard (i.e., a pollutant).

Dwelling Unit – Means one or more rooms in a residential or commercial building which are used or intended for use as a living facility for no more than one family and generally including provisions for living, sleeping, eating, cooking, and sanitation.

Easement – Means an acquired legal right for the specific use of land owned by others.

Emitter - Small micro-irrigation dispensing device designed to dissipate pressure and discharge a small uniform flow or trickle of water at a constant discharge, which does not vary significantly because of minor differences in pressure head. Also called a "dripper" or "trickler".

Equivalent Residential Connection (ERC) – Means a factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the ADF of one ERC is deemed to be two hundred fifty (250) gallons per day (GPD) for wastewater service and three hundred fifty (350) GPD for water service. See Uniform Extension Policy.

Evapotranspiration - Combination of water transpired from vegetation and evaporated from the soil and plant surfaces.

FDEP – Florida Department of Environmental Protection.

Grease Trap / Oil Separators - A device for separation of grease, oil or similar deleterious substances from wastewater by flotation, so that it can be removed from the surface prior to discharge into a sanitary wastewater system.

GPD - Gallons per day

GPH - Gallons per hour

GPM - Gallons per minute

Hazard Degree Of - The term is derived from an evaluation of the potential risk to public health and the

adverse effect of the hazard upon the potable water system.

Hazard – Health - A cross connection or potential cross connection involving any substance that could, if introduced in the potable water supply, cause death, illness, spread disease or have a high probability of causing such effects.

Hazard – Plumbing - A plumbing-type cross connection in a customer’s potable water system that has not been properly protected by an approved air gap or an approved backflow-prevention assembly.

Hazard - Non-Health - A cross connection or potential cross connection involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable, if introduced into the potable water supply.

Hazard – System - An actual or potential threat of severe damage to the physical properties of the District’s public potable water system or the customer’s potable water system or of a pollution or contamination that would have a protracted effect on the quality of the potable water in the system.

Hazardous Waste - Any substance, waste or product that is potentially damaging to environmental health because of toxicity, ignitability, corrosivity, chemical reactivity, radioactivity, infectious characteristics, or any other reason.

Hydro-Zoned - Grouping of plants with similar water requirements so that they can be irrigated with a common zone.

Industrial Fluids System - Any system containing a fluid or solution that may be chemically, biologically, or otherwise contaminated or polluted in a form of concentration, such as would constitute a health, system, pollution, or plumbing hazard, if introduced into an approved water supply, This may include, but not be limited to: polluted or contaminated waters; all types of process waters and used waters originating from the public potable water system that may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkali’s; circulating cooling waters connected to an open cool lug tower; and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters, such as wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, and so forth; oils, gases, glycerin, paraffin, caustic and acid solutions, and other liquid and gaseous fluids used in industrial or other purposes for fire-fighting purposes.

Industrial User - Any customer or other party discharging Industrial Wastewater into the District’s wastewater system.

Industrial Wastewater - Wastewater generated by industrial or commercial sources or processes subject to Section 46, including reject water from reverse osmosis treatment units.

Irrigation Quality Water - Water from various sources of a quality sufficient for irrigation uses, including potable water, reclaimed water, and non-potable water.

Irrigation Quality Water Main - A pipe, conduit, or other facility installed to convey irrigation quality water service to individual service lines or to other mains.

Labor - Level of effort related to the assignment of man-hours, skill levels, supplies, and equipment required, on the average, for the completion of a particular activity/service. The standardized unit cost measurements

developed are utilized to estimate the aggregate costs associated with the provisions of certain miscellaneous charges as outlined on the adopted rate schedule.

Line Source - Emitters are placed internally in equally spaced holes or slits made along the line. Water applied from the close and equally spaced holes usually runs along the line and forms a continuous wetting pattern. This wetting pattern is suited for close row crops.

Master-Metered Irrigation - The customer class consisting of property owners' associations or the District providing potable water irrigation-only service to the property owners' associations' common areas and irrigation to each single-family and multi-family unit within the property owners' associations' jurisdiction, where each single-family and multi-family unit does not provide for irrigation of its own property. This method allows for the developer to allocate whether a single invoice be generated directly to the property owners' associations' or by an alternate method of utility cost allocation called RUBS (Ratio Utility Billing Systems) used to equally divide the utility costs by a number of occupants serviced by the master meter.

Match Precipitation Rates - System or zone in which all the heads have similar precipitation rates.

Meter - A device used to measure potable water or irrigation water delivered to a customer by the District.

MG/L – Milligrams per liter.

Micro-Irrigation - Describes a family of irrigation systems that apply water through small devices. These devices deliver water onto the soil surface very near the plant or below the soil surface directly into the plant root zone.

Moisture Sensor - Instrument which monitors soil water content. Device that monitors or measures soil water content of tension.

Month or Monthly- With respect to rates and charges means the billing cycle which approximates thirty (30) to thirty-one (31) days between meter readings.

Multi-Family Customer - The customer class consisting of all master-metered connections for apartments, condominiums, cooperatives, quadraplexes, triplexes, duplexes, manufactured homes and mobile homes where designed, arranged, used or capable of use as multiple dwelling units (i.e. multi-family), and as distinguished from the Commercial and Single-Family Residential customer classes.

Nozzle - Final orifice through which water passes from the sprinkler or emitter to the atmosphere.

OTOW (Central) Complex 7 - The customer class consisting of the residential community within On Top of the World (Central) known as Complex 7, as distinguished from the Single-Family Residential and Multi-Family customer classes.

PPM – Parts per million.

PSI - Pounds per square inch.

Point of Connection - The point where the District's pipes, mains or meters are connected with pipes of the customer. Typically, the "Point of Connection" to the District's water system is at the discharge side of the water meter; to the District's wastewater system is at the wastewater cleanout on the customer's property; and to the District's irrigation quality water system at the discharge side of the irrigation quality water meter.

Point of Delivery - The Point of Connection, unless otherwise designated by District.

Point Source - Emitters are attached external to the lateral pipe. The installer can select the desired location to suit the planting configuration or place them at equally spaced intervals. Water applied from the point source emitter usually forms a round deep wetting spot. The point source wetting pattern is suited for widely spaced plants in orchards, vineyards and for landscape trees or shrubs.

Pollution - (see HAZARD – NON Health)

Potable Water - Water that is safe for human consumption as described by the public health authority having jurisdiction.

Pressure Regulating Valve (PRV) or Pressure Regulator - Device which maintains constant downstream operating pressure (immediately downstream of the device) that is lower than the upstream pressure.

Pressure Vacuum Breaker (PVB) - An assembly consisting of an independently operating, internally loaded check valve, an independently operating, loaded air inlet valve located on the discharge side of the check valve, with properly located resilient-seated test cocks and tightly closing resilient seated shutoff valves attached at each end of the assembly designed to be operated under pressure for prolonged periods of time to prevent backsiphonage. The pressure vacuum breaker may not be subjected to any backpressure.

Rain Sensor - Device which prevents voltage from the controller from activating the valves or an irrigation system when a preset amount of rain falls.

Rate Schedule - The Rate Schedule adopted by the Board of Supervisors of the District establishing the rates, fees and charges for the District, as amended from time to time.

Reclaimed Water - Water that, as a result of treatment of wastewater , is suitable for a direct beneficial use or a controlled use that would not otherwise occur and is not safe for human consumption.

Reclaimed Water or Irrigation Quality Water Main - A pipe, conduit, or other facility installed to convey reclaimed or irrigation quality water to individual service lines or to other mains.

Reduced Pressure Principle Backflow Preventer – A complete assembly consisting of a mechanical, independently acting, hydraulically dependent relief valve, located between two independently operating, internally loaded check valves that are located between two tightly closing resilient seated shutoff valves with four properly placed resilient seated test cocks.

Reduced Pressure Principle Detector Backflow Prevention Assembly (RPDA) - A specially designed backflow assembly composed of a line size approved reduced pressure principal backflow prevention assembly with a bypass containing a specific water meter and an approved reduced pressure principal backflow prevention assembly. The meter shall register accurately for only very low rates of flow up to 3 gpm and shall show a registration for all rates of flow. This assembly shall only be used to protect against a non-health hazard (i.e., a pollutant) or a health hazard (i.e., contaminant). The RPDA is primarily used on fire sprinkler systems.

Rotor - Sprinkler that rotates, but may more specifically refer to a gear driven sprinkler.

Service Connection - A piping connection between the District's main and a customer's system.

Service Lines - The customers' pipes (service laterals) which are connected to the District's Wastewater Mains, Water Mains and Irrigation Quality Water Mains at the applicable "Point of Connection".

Service Policy - These Policies, Procedures, Rules and Regulations for Water, Wastewater and Irrigation Water Utilities, as amended from time to time.

Service Rates or Rates – Means the District's applicable schedules of rates and charges for water and wastewater services, including, by way of illustration and not limitation, connection fees, AFPI charges, meter installation charges, and any and all other fees or charges which may be in effect from time-to-time adopted by the District.

Single-Family Residential Customer - The customer class consisting of individually-metered dwelling units designed, arranged, used or capable of use for residential purposes, including condominiums, townhouses or other similar-situated dwelling units where individually-metered, and as distinguished from the Commercial and Multi-Family customer classes.

Spray Head - Sprinkler head that does not rotate.

Storm Water - The water which results from and occurs immediately following a rainfall event; water produced by unusually high tides and/or hurricane surges.

Uniform Extension Policy - The Uniform Extension Policy adopted by the District, as amended from time to time.

Utility Agreement – Means a written agreement between the District and a property owner which establishes the terms and conditions pursuant to which the District will provide water and/or wastewater service.

Wastewater – means liquid and water-carried industrial wastes and sewage from residential dwellings or commercial buildings, whether treated or untreated, which are contributed to the Wastewater Treatment Plant.

Wastewater AFPI Charge – Means a fee or charge paid to the District by an applicant for the purpose of obtaining wastewater service capacity. AFPI charges are utilized for the acquisition, improvements, expansion and construction of facilities deemed necessary by the District to furnish wastewater service capacity and related service to the property and to adequately fund capital improvements in the system.

Wastewater Treatment Facilities – Means those facilities used to treat sewage prior to effluent disposal.

Wastewater Main - A pipe, conduit, or other facility installed to convey sewage from individual service lines or other mains.

Water AFPI Charge – Means a fee or charge paid to the District by an applicant for the purpose of obtaining water service capacity. AFPI charges are utilized for the acquisition, improvements, expansion and construction of facilities deemed necessary by the District to furnish water service capacity and related service to the property and to adequately fund capital improvements in the system.

Water Service Capacity – Means the amount of potable water which can be pumped, treated, transmitted and distributed, on an average daily basis, where such amount is measured in gallons per day and include fire flows.

Water Main - A pipe, conduit, or other facility installed to convey water service to individual service lines or to other mains.

Water – Nonpotable - Water that is not safe for human consumption or that is of questionable quality.

Water Treatment Facilities – Means any treatment and production facilities, including wells, plants, pumps and necessary appurtenant equipment necessary to withdraw and treat raw water in order to produce potable water.

Water – Used - Any water supplied by the District’s potable water system to a customer’s water system after it has passed through the point of delivery and is no longer under the sanitary control of the District.

RULES AND REGULATIONS

1.0 **POLICY DISPUTE** - Any dispute between the District and the customer or prospective customer regarding the meaning or application of any provision of this Policy, upon written request by either party, will be resolved by the District Manager. Any party not satisfied by this decision, may, within ten (10) days thereof, appeal the decision to the District Board, absent which the District Manager's decision is final and binding. The decision of the District Board on appeal shall be final and binding.

2.0 **GENERAL INFORMATION** - In the event the District's Rules and Regulations are inconsistent with any Statute, Law or Court Order, the Statute, Law or Court Order shall prevail and the District's Rules and Regulations shall be null and void to the extent inconsistent. These Rules and Regulations apply to the rate schedules, applications and contracts of the District. In the absence of specific written agreement to the contrary, these Rules and Regulations apply without modification or change to each and every customer to whom the District renders water, wastewater or irrigation quality water service.

In the event that a portion of these Rules and Regulations is declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water, wastewater or irrigation quality water service unless such court order or decision shall so direct.

3.0 **SIGNED APPLICATION NECESSARY** - Utility service is furnished upon signed application accepted by the District and the conditions of such application are binding upon the customer. A copy of the application for utility service accepted by the District will be furnished to the applicant on request.

Residential applicants shall furnish to the District the correct name, street address, Driver's license, proof of ownership and legal description of property to which utility service is to be rendered.

If the service address is a rental property, a copy of the lease signed by the property owner/manager or appropriate documentation is required and the Owner Authorization for Rental Services application. If the rental property location is in non-pay terminate status, or changes to an originally submitted lease occur, the applicant is required to provide a notarized Lease Verification form. If the service address is owned by the customer requesting service appropriate ownership documentation will be required. Before utility service is initiated and a meter is installed, all meter installation fees, AFPI, deposits, administrative fees and all delinquent accounts of the customer and/or developer being due shall be paid. Installation of a meter shall not constitute a waiver by the District of any charges due but unpaid. In some circumstances, the District may negotiate with the customer by offering a payment plan for remittance of these fees (See Rule No. 26.2 Payment Plans).

4.0 **APPLICATIONS BY AGENTS** - Applications for utility service requested by firms, partnerships, associations, corporations, and others (principals), shall be tendered only by duly authorized parties (agents), with proof of authorization furnished to the District (e.g., Sunbiz printout or copy of current annual report filed with the Florida Divisions of Corporations). When utility service is provided under application(s) entered into between the District and an agent of the principal, the use of such utility service by the principal or agent shall constitute full and complete consent by the principal of the application(s) entered into between agent and the District and under which such utility service is rendered.

5.0 WITHHOLDING SERVICE - The District may withhold or discontinue utility service provided to any customer if all prior indebtedness to the District has not been settled in full. These costs may include delinquent billings, service charges, or any other applicable charges.

Service may also be discontinued for any violation by the customer or consumer of any Rule or Regulation set forth in this Uniform Service Policy. The District will provide written notice by mail or posting at customer's service location at least (5) days prior to discontinuance that service will cease unless the deficiency is corrected in compliance with the Utility's Procedures, resolved through mutual agreement or unsuccessfully disputed by the customer. When service is disconnected at the meter, a disconnection fee will be assessed as established according to the District's Adopted Rate Schedule. An additional reconnection charge will be assessed when service is reestablished.

6.0 EXTENSIONS OF FACILITIES - Extensions will be made to the District's facilities in compliance with the District's Uniform Extension Policy and adopted Rate Schedule, as amended from time to time.

7.0 LIMITATION OF USE -

Service shall be provided to a property and the customer shall have no ownership rights other than receipt of service for payment.

(a) Wastewater service purchased from the District shall be used by the customer only for the purposes specified in the application or agreement for wastewater service. Wastewater service furnished to the customer shall be for the customer's own use and sewage shall be received directly from the customer into the District's wastewater mains. In no case shall a customer, except with the written consent of the District, extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish wastewater service for adjacent property, even though such adjacent property is owned by that customer. In case of such unauthorized extension, sale or disposition of service, customer's wastewater service is subject to discontinuance until full payment is made of bills for wastewater service, calculated on proper classifications and rate schedules and reimbursement in full made to the District for all extra expenses incurred for clerical work, testing and inspections.

(b) Water service purchased from the District shall be used by the customer only for the purposes specified in the application or agreement for water service. Water service furnished to the customer shall be rendered directly to the customer through District's individual meter and may not be re-metered by the customer for the purpose of selling or otherwise disposing of water service for a profit to association members, lessees, tenants, or others, and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for the purpose of re-metering said water service for the purpose of making a profit; however, this shall not prevent an association or landlord from sub-metering to recover the actual costs of providing service to association members or tenants or otherwise seeking reimbursement of such costs. In no case shall a customer, except with the written consent of the District, extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish water service for adjacent property through one meter, even though such adjacent property is owned by that customer. In case of such unauthorized extension, re-metering, sale or disposition of service, customer's water service is subject to discontinuance until full payment is made of bills for water service, calculated on proper classification and rate schedules and reimbursement in full made to the District for all extra expenses incurred for clerical work, testing, and inspections.

Under no circumstances shall any source of water other than the District's be connected to the District's water supply system or any part thereof, be it on private or public property except with the written consent of the District. The District shall have the right of inspection at reasonable times during customer's installation to verify compliance with Rules and Regulations.

(c) Irrigation quality water service purchased from the District shall be used by the customer only for the purposes specified in the application or agreement for water service. Irrigation quality water service furnished to the customer shall be rendered directly to the customer through District's individual meter and may not be re-metered by the customer for the purpose of selling or otherwise disposing of irrigation water service for a profit to association members, lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for the purpose of so re-metering said irrigation quality water service for the purpose of making a profit; however, this shall not prevent an association or landlord from sub-metering to recover the actual costs of providing service to association members or tenants or otherwise seeking reimbursement of such costs. In no case shall a customer, except with the written consent of the District, extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish irrigation water service for adjacent property through one meter, even though such adjacent property is owned by that customer. In case of such unauthorized extension, re-metering, sale or disposition of service, customer's irrigation water service is subject to discontinuance until full payment is made of bills for irrigation water service, calculated on proper classification and rate schedules and reimbursement in full made to the District for all extra expenses incurred for clerical work, testing, and inspections.

Under no circumstances shall any source of water other than the District's be connected to the District's irrigation quality water supply system or any part thereof, be it on private or public property except with the written consent of the District. The District shall have the right of inspection at reasonable times during customer's installation to verify compliance with Rules and Regulations.

In order to conserve water used for irrigation purposes and to meet the requirements of the Water Management District consumptive use permit, under no circumstances shall a customer install or utilize an individual potable water or irrigation water well on the customer's property ("On-site Well") without the prior written consent of the District. The customer's potable water service, irrigation quality water service, and wastewater service shall, at the sole and absolute discretion of the District, be subject to discontinuance if an On-Site Well is installed or operated, and said service shall remain discontinued until all On-Site Wells are plugged and abandoned to the satisfaction of the District. Customers with On-site Wells shall immediately come into compliance with this requirement to plug and abandon such On-site Wells. The District may grant temporary variances or exceptions to this On-site Well prohibition upon written application of a customer. A temporary variance or exception shall be based upon a demonstration of need not inconsistent with the District's conservation policy and the requirements of the Water Management District consumptive use permit.

8.0 CONTINUITY OF SERVICE/WATER QUALITY - The District intends to provide continuous utility service, but shall not be liable to the customer for failure, or interruption of continuous utility service or any damages arising out of, connected with or related to such failure or interruption of service. The District shall not be liable for any act or omission caused directly or indirectly by permitting issues, strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, Acts of God or other causes beyond its control. If at any time the District shall intentionally interrupt or discontinue its service for any period greater than one hour, except for emergency repair as indicated, the District intends to provide all customers affected by said interruption or discontinuance with not less than twenty-four (24) hours' notice by publication, radio or television service announcement. The District

intends to provide water quality meeting or exceeding all applicable regulatory standards, but shall not be liable to the customer for failure to meet such regulatory standards or fluctuations in water quality from time to time or any damages arising out of, connected with or related to such failure or fluctuations.

9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus, and equipment shall be selected, installed, used and maintained by the customer in accordance with standard practices, conforming with the Rules and Regulations and Specifications of the District, subject to full compliance with all laws and governmental regulations applicable to same. The District shall not be responsible for the maintenance and operation of customer's pipes, apparatus, and equipment. The customer expressly agrees not to utilize any appliance, apparatus or equipment which is not properly constructed, controlled and protected, or which may adversely affect the water, wastewater or irrigation quality water service. The District reserves the right to discontinue or withhold utility service to such appliance, apparatus or equipment.

The District may inspect customer's water and/or wastewater systems connected to its systems. The District may require disconnection, repairs, measuring devices, or modifications when such customer's water and/or wastewater systems have been judged, at the sole discretion of the District, to be contributing excessive flows, grease, sand, grit, debris, or other materials that are regulated by the current ordinance; or when private systems, at the discretion of the District, pose a threat to public health, safety, or welfare.

10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in customer's installation, affect the proper operation of the pipes, mains or pumping stations of the District shall be made without written consent of the District. The customer will be liable for the costs incurred from any changes resulting from a violation of this rule.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's utility service installations and/or changes shall be inspected during installations by a licensed plumber and/or by a District representative to ensure that customer's piping, apparatus and equipment have been installed in accordance with accepted standard utility and plumbing practice, and the laws, rules, regulations and specifications of all applicable governmental entities. Where governmental inspection is required by local rules or ordinances, the District cannot render utility service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the District. Failure to have an inspection will result in the customer having to expose the service line for inspection at the customer's own costs.

The District reserves the right to inspect the customer's installation prior to rendering utility service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

12.0 PROTECTION OF DISTRICT'S PROPERTY - The customer shall exercise reasonable diligence to protect the District's property on and adjacent to the customer's premises, and shall not knowingly permit anyone but the District's agents, or persons authorized by law, to have access to the District's pipes, apparatus and equipment.

In the event of any loss, or damage to District property located upon customer's property caused by or arising out of an intentional act, carelessness, negligence or misuse by the customer, the cost of making good such loss or repairing such damage, including attorneys' fees and court costs if enforcement proceedings are initiated, and full payment or reimbursement to the District shall be a condition imposed for the continuation of service and the responsibility of the customer.

13.0 ACCESS TO PREMISES – As a condition to granting of water and/or wastewater the user shall grant to the District or its authorized agents or employees access to the user’s property during all reasonable hours and, in the event of an emergency, at any time, for the purposes of inspection of customer's installation to verify compliance with District's Rules and Regulations, installing, maintaining, and inspecting or removing District's property, and other purposes incident to performance under or termination of the District's agreement with the customer and in such performance shall not be liable for trespass.

14.0 EASEMENTS ON CUSTOMER’S PROPERTY - By accepting utility service from the District, the customer thereby grants the District, without cost, a perpetual right, easement, permit, license and privilege on, over, under, and through customer’s property, for the purpose of rendering utility service both to the customer and to other customers of the District, including for the installation, construction, repair, maintenance, operation, and replacement of mains, lines, valves, meters, lift stations, pump stations, fire hydrants and the like, together with access for same (the “Easement Rights”). The Easement Rights granted to the District shall survive termination of utility service to the customer.

A customer shall provide ingress and egress, at no charge to the District, so as not to impede an employee or District representative for the purpose of accessing the utility system.

15.0 BILLING PERIODS AND PAYMENT - Bills for utility service will be rendered monthly at approximately the same period each month; however, in the case of a new service or a service transfer, a shorter or longer period may be used for billing. Bills are due when rendered and shall be considered as received by customer when delivered or mailed to utility service address or some other place mutually agreed upon.

Non-receipt of bills by customer shall not release or diminish obligation of customer with respect to payment thereof.

Billing Schedule: Bills are due when rendered – A due date is printed on the billing which is 21 days after the billing postmarked date. If the payment is not received in the District’s office by the billing due date, the account is considered delinquent.

New Accounts: Billings for new accounts initiated less than (5) days prior to the normal reading date for billings, may be carried forward and included in the next monthly billing and will be billed on consumption, minimums and component rates.

Measurement and Evidence of Consumption: Water usage shall be measured for each point of delivery by one meter for service rendered; and the Utility’s readings and records thereof shall be accepted as face value evidence of the quantity of the service used by the customer at that point of delivery.

When the Utility is unable to read a meter due to circumstances beyond the control of the Utility, such as inaccessibility of meters, weather related conditions, or malfunctioning equipment, the Utility may render an estimated bill. An estimated bill will be so designated on the billing rendered.

Final Bills: When a customer requests to close out their account, the District will exercise due diligence and attempt to have the meter read on the date requested. In the event that the closing changes for any reason, it is the customer’s responsibility to notify the District of said date change. Final bills are then calculated deducting the deposits posted plus any accumulated interest, if applicable.

After discontinuance of service for non-payment, the District may issue a field inspection to be completed. - Consumer checks shall be processed electronically. By submitting a check for payment, customer authorizes the District to initiate an electronic debit from customer’s bank or asset account. By processing checks

electronically, customer will not receive canceled check with bank account statement. Instead bank statement will reflect the check number and payment amount with the information of "Bay Laurel Center CDD" listed on the statement which will serve as valid proof of payment. Customer's requiring a copy of checks shall include such request in writing when check is submitted.

If the District cannot collect the funds electronically, we may issue a paper draft against customer's bank or asset account for the amount of the check.

16.0 DELINQUENT BILLS - Bills are due on the first day of each month, and shall be deemed delinquent if not paid on or before the last business day in the month. Utility service may be discontinued to any delinquent account after five (5) days' written notice. Delinquent bills shall accrue interest at the maximum rate permitted by law from the date of delinquency. Service shall be resumed only upon payment, in the form of a cashier's check, money order or credit card, of all past-due bills, accrued interest, and late payment charges, together with a violation service disconnection charge and reconnection of service charge. If service has been disconnected for any reason, the District shall only accept payment in the form of cashier's check, money order, credit card or cash to restore the utility service. There shall be no liability of any kind against the District by reason of discontinuance of service to the customer for failure of the customer to pay the bills on time.

No partial payment of any bill rendered will be accepted by the District, except by agreement with District.

17.0 RETURNED CHECK CHARGE/BANK DRAFT - It is the policy of the District to accept checks or bank drafts from the public for the payment of fees and other charges, drawn only on United States banks in U.S. currency. Checks shall include the drawer's name and address imprinted on the checks. Pre-Authorization is required for the establishment of direct bank payments. The customer shall complete the Pre-Authorized Bank Payment Plan Enrollment Form. It is the further policy of the District to invoke any and all available penalties, service fees, service charge or civil actions, including reasonable attorneys' fees, when checks or bank drafts are dishonored.

The District's receipt of a check or bank draft is considered to be a conditional payment until it is honored by the drawers' bank. If the check or bank draft fails to clear the bank for any reason, it is considered a non-payment. Payment of delinquent accounts by a check failing to clear will result in immediate discontinuance of service at the District's discretion. Upon District's receipt of dishonored check or bank draft notice will be sent to the drawer indicating that the drawer has 30 (thirty) days from receipt of notice to tender payment in cash of the full amount of the check or bank draft, and service charges and/or service fees authorized under Section 68.065, Florida Statutes, as amended from time to time. If payment is not received within thirty (30) days, the District reserves the right to pursue any criminal actions, pursuant to Section 832.07, Florida Statutes, as amended from time to time.

In order for the District to recover a portion of the cost for handling dishonored checks or bank drafts the District may charge the maker of a worthless check or bank draft a service fee that shall be assessed by the District, pursuant to Section 68.065, Florida Statutes, as amended from time to time.

18.0 LATE CHARGE – When a monthly utility bill is delinquent (See Rule No. 16 Delinquent Bills), the District shall impose a late charge on the delinquent amount as set forth on the adopted rate schedule. Accounts that have been properly closed and issued a final bill are not subject to late charges.

19.0 PAYMENT OF UTILITY SERVICE BILLS CONCURRENTLY - When more than one (1) utility service is provided by the District, payment of any utility service bill rendered shall not be accepted by the District without the simultaneous or concurrent payment of all utility service bills. If the charges for one (1)

utility service are not paid, the District may discontinue all utility services to all of the customer's premises for non-payment of the utility service charges. The District shall not reestablish or reconnect any of customer's utility services until such time as all utility service charges, accrued interest, late payment charges and all other expenses or charges established or provided for by these Rules and Regulations are paid.

20.0 DISCONTINUANCE OF SERVICE – Where a customer requests temporary discontinuance of service or when the District disconnects a customer for failure to pay delinquent utility service bills or other violations of these Rules and Regulations, the customer shall pay a service disconnect charge. During a discontinuance of service, District base facility charges shall continue to accrue to the customer and the premises. When service is to be restored at the same premises, the customer, or its successor or assign (including by foreclosure or other legal process), will pay to the District all outstanding utility service bills for the premises, including the accrued base facility charge for each billing period during which service was discontinued, together with a reconnection of service charge and other applicable penalties. All prior utility service charges and all other obligations owing to the District related to service to the premises shall be paid by the owner of the premises before service will be restored.

21.0 EVIDENCE OF CONSUMPTION - The initiation, continuation, or resumption of water service to the premises shall constitute evidence of the initiation, continuation, or resumption of wastewater service to the premises, regardless of occupancy.

22.0 TAX CLAUSE - Rates and/or charges may be increased or a surcharge added in the amount of the applicable proportionate part of any taxes and assessments imposed by any governmental authority which are assessed on the basis of meters or customers or the price of or revenues from utility service sold.

23.0 CHANGE OF OCCUPANCY - When change of occupancy takes place at any premises supplied by the District with utility service, the outgoing customer shall provide the District with **WRITTEN NOTICE** of the change not less than three (3) days prior to the date of change by the outgoing customer, who will be held responsible for all utility service used on such premises until the succeeding occupant applies for utility service and pays the District a new customer deposit for its account or until sufficient closing documentation can be provided showing that they no longer own the house in which the meter provides service to.

However, if such **WRITTEN NOTICE** has not been received, the application of a succeeding occupant for utility service will automatically terminate the prior account. A customer's deposit may be transferred from one service location to another, if both locations are supplied by the District and the customer has established a satisfactory payment history. A customer's deposit may **NOT** be transferred to a succeeding occupant or transferred from one name to another, except in the case of marriage, divorce, or death.

In the event that a property owner has leased a property to a tenant, it will be the property owner or agents' responsibility to see that the tenant has applied for service with the District. The owner will continue to be responsible for all service rendered until such change has occurred.

In the event, the house in which the meter is located is in foreclosure, until the bank completes foreclosure, the service shall remain in the customer's name and the account will continue to be charged accordingly based on the adopted rate schedule.

Service Connection Charge: There shall be a charge for transferring service of District accounts from the name of one person to the name of another, which shall be shown on the first bill in accordance with the District's adopted rate schedule.

24.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the District's wastewater system for any purpose whatsoever are to be made only by employees of the District or under direct supervision of District's authorized employee. Unauthorized connections render the service subject to immediate discontinuance without notice and wastewater service will not be restored until such unauthorized connections have been removed and unless settlement is made in full and for all penalties, damages, and wastewater service estimated by the District to have been used by reason of such unauthorized connection.

25.0 UNAUTHORIZED CONNECTIONS - WATER AND IRRIGATION QUALITY WATER - Connections to the District's water or irrigation quality water system for any purpose whatsoever are to be made only by employees of the District or under direct supervision of District's authorized employee. Unauthorized connections render the service subject to immediate discontinuance without notice and service will not be restored until such unauthorized connections have been removed and unless settlement is made in full and for all penalties, damages, and service estimated by the District to have been used by reason of such unauthorized connection.

26.0 ADJUSTMENT OF BILLS - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of a water meter, or other similar reasons the amount may be credited or billed to the customer, for services rendered, not in excess of one year. The customer is responsible to carefully review each bill for any billing errors so that billing errors can be promptly corrected.

26.1 EXCESSIVE USAGE CREDIT (EUC) - To avoid the time and expense of an administrative hearing regarding a disputed abnormally high utility bill, an Excessive Usage Credit is provided by the District at the Customer's request for Customers meeting the following criteria:

(a) The abnormally high usage for any one monthly reading cycle where the actual meter reading is four times the average monthly usage for the past twelve (12) months for the Customer at the specific service location (or in the event the service location has less than twelve (12) months' usage history, the average District-wide usage for the same customer classification); and

(b) The total usage during the monthly reading cycle on the Customer's billing in question exceeds fifty thousand (50,000) gallons; and

(c) The abnormally high usage is not the result of an apparent or deliberate act of the Customer such as pool filling, new landscape irrigation, frequent use of sprinklers, or hoses left running; and

(d) The EUC is limited to one (1) time within a three (3) year period on a specific account; and

(e) The billing in question has occurred within the past six (6) months.

The EUC will be applied to all water commodity charges over the Customer's average usage. The Customer is responsible for paying the full cost of his average usage plus the lowest tiered rate for any additional gallons above his average use. The lowest tiered rate represents the minimum cost of treating Potable Water. In the event a Customer has a subsequent high bill within the same three (3) year period, at the District Manager's discretion, the initial EUC may be reversed and substituted with the subsequent EUC.

26.2 PAYMENT PLANS - The District Manager may provide the Customer the opportunity for a payment plan in extreme events where the Customer does not have a EUC available or an applied EUC still

leaves a significant balance due. The Customer's account must otherwise be in good standing, the payment plan may not exceed six (6) months, unless the District Manager determines good cause was shown for extending the payment plan. The failure to make payments in accordance with the payment plan will result in the balance being due in full.

26.3 ADMINISTRATIVE CREDITS - At the discretion of the District Manager, credits may be applied to accounts based on unusual and extenuating circumstances which shall be explained in the account comments.

27.0 CUSTOMER DEPOSITS - Before rendering service, the District shall require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the District's rules for prompt payment. The amount of such deposit shall be calculated in accordance with the District's Rate Schedule. The District may waive deposits for different classes of customers, from time to time.

RESIDENTIAL DEPOSITS:

Based on the magnitude of a deposit, the District may determine to accept an alternative deposit method as shown below:

- (a) The applicant pays cash deposit;
- (b) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond;
- (c) The applicant for service furnishes a letter from another public utility stating applicant has two (2) years of good account history as defined below:
 - a.) No late charges;
 - b.) No uncollected items;
 - c.) No returned checks;
 - d.) No returned bank drafts; and
 - e.) No service disconnects for payment default

Refund of Deposit: Deposits held by the District shall not be refunded until a good account history is established or the account is terminated. If the account is terminated, any and all outstanding charges for water and wastewater service against the account for which it is deposited shall be paid. The deposits required under this section shall be applied against the final bill prepared for termination of the account. If the deposit exceeds the final bill, the balance of the deposit shall be refunded within forty-five days.

Customers who have established satisfactory payment history and have had continuous service with the District for a period of twenty-four (24) months, upon written request, the District shall refund the customer's deposit provided the customer has not, in the preceding twelve (12) months;

- (a) made more than one late payment of the bill (after the expiration of twenty (20) days from the date of mailing or delivery by the District); or
- (b) paid with a check refused by a bank; or

- (c) been disconnected for non-payment; or
- (d) tampered with the meter; or
- (e) used service in a fraudulent or unauthorized manner; or
- (f) is considered a temporary or rental customer to the property

No interest shall accrue on any customer deposits, unless required by law. If the District is required by law to provide interest on customer deposits, the District will accrue simple non-compounded interest on the customer's deposit at the rates earned by the District on the deposit and shall apply said interest to the customer's active account on an annual basis. If a customer terminates service the deposit (plus accrued non-compounded interest, if required) will be credited against the final account and the balance, if any shall be returned to the customer within forty-five (45) days of service discontinuance.

Additional Deposit: The District may require, upon reasonable written notice of not less than thirty (30) days, such request or notice being separate and apart from any bill for service, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of the required deposit shall not exceed an amount equal to the average actual charge for potable water, irrigation quality water, and/or wastewater service for two (2) monthly billing periods.

COMMERCIAL DEPOSITS:

Based on the magnitude of a deposit, the District may determine to accept an alternative deposit method as shown below:

- (a) The applicant pays cash deposit;
- (b) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond;

Refund of Deposit:

Commercial accounts will receive a refund of their deposit if either of the following transpires:

- a.) Deposits held by the District shall be refunded when the account is terminated. If the account is terminated, any and all outstanding charges for water and wastewater service against the account for which it is deposited shall be paid. The deposits required under this section shall be applied against the final bill prepared for termination of the account. If the deposit exceeds the final bill, the balance of the deposit shall be refunded within forty-five days.
- b.) Based on an annual actual usage history, for the business, the District will reevaluate to ensure that Commercial deposit funds are in the guidelines of the District's adopted rate schedule. Any overage will be refunded to the Commercial establishment accordingly.

Additional Deposit: The District may require, upon reasonable written notice of not less than thirty (30) days, such request or notice being separate and apart from any bill for service, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of the required deposit shall not exceed an amount equal to the average actual charge for potable water, irrigation quality water, and/or wastewater service for two and one-half (2.5) monthly billing periods. In the event the customer has had service less than two and one-half (2.5) billing periods, then the District shall base its new or additional deposit upon the average actual monthly billing available.

No interest shall accrue on any customer deposits, unless required by law. If the District is required by law to provide interest on customer deposits, the District will accrue simple non-compounded interest on the customer's deposit at the rates earned by the District on the deposit and shall apply said interest to the customer's active account on an annual basis. If a customer terminates service the deposit (plus accrued non-compounded interest, if required) will be credited against the final account and the balance, if any shall be returned to the customer within forty-five (45) days of service discontinuance.

Governmental entities are exempt from the deposit requirement as are other utilities that provide service to the District which have reciprocating no deposit requirements. Governmental entities include:

- (1) Federal, State and County Agencies.
- (2) Municipalities.
- (3) Special Taxing Districts.
- (4) School Board.
- (5) Entities lawfully empowered to levy and collect taxes.

27.1 REFUND FOR REFUNDABLE CHECK DEPOSITS - No refunds will be made for refundable utility deposits until at least fifteen (15) working days after the date of the collection of the check by the District.

28.0 STORM WATER - No storm water systems of any kind shall be connected to the District's wastewater system, including air conditioner cooling water and condensate lines which normally discharge to storm water drainage systems or drain fields. No storm water shall be diverted into the District's wastewater system through manholes, cleanouts, and the like. Failure to comply with this rule will cause discontinuance of water, wastewater and irrigation quality water service.

29.0 INDUSTRIAL WASTEWATER - The District will accept only domestic wastewater in its wastewater system subject to separate review and approval process as defined in Section 47. See also Sections 30, 31, 32 and 46 below.

30.0 GREASE TRAPS, OIL SEPARATORS - All commercial food preparation facilities and all other facilities generating wastewater with high grease and/or oil concentrations shall have a grease trap to intercept these wastes prior to discharge into the District's sanitary wastewater system. Location and type of grease trap used shall be approved, in writing, by District and all applicable regulatory agencies. Grease traps shall be properly maintained by customer or owner as further provided in Section 31.0. Design and maintenance of grease traps shall be in accordance with Health Department rules, regulations and codes, and shall conform to the specifications and requirements of the District. If grease and/or oil in excess of allowable amounts, in accordance with District's and regulatory agency requirements, is discharged, District shall inform operator and/or owner of premises to properly repair and maintain or replace, if necessary, said grease traps. Failure to cease discharging wastewater with high grease and/or oil concentrations shall be cause for discontinuance of water and wastewater service.

31.0 **GREASE TRAPS INSPECTION REQUIRED** - All grease traps within the Service Area shall be inspected by District employees, at intervals to be determined by the District, to ensure that such grease traps are not clogged or in need of cleaning. Should an establishment elect to contract with a licensed third party vendor for grease trap maintenance, proof in the form of an annual contract with such vendor must be supplied to District prior to thirty (30) days before the next inspection interval.

(a) If an inspector determines that a grease trap needs cleaning or repairing the establishment shall have ten (10) days to do the necessary cleaning or repair work. If the required cleaning or repair work is not completed within ten (10) days, the District may suspend utility service to the establishment until the required cleaning or repair work is completed. All required cleaning or repair work shall be done by third party vendors licensed for such work by the County health department.

(b) The District shall provide inspections, at intervals determined by the District, of each establishment's grease trap(s) to insure compliance with the requirements of this section. There shall be a periodic inspection fee for each grease trap as set forth in the Rate Schedule, which shall be billed to the establishment on the monthly billing statement.

32.0 **HAZARDOUS WASTES** - No hazardous wastes of any kind shall be discharged into District's wastewater system under any circumstances without prior written authorization from District. Failure to comply with this rule shall be cause for discontinuance of potable water, irrigation quality water, and wastewater service and violator(s) will be subject to criminal prosecution and payment of all expenses incurred by the District related to such discharge and criminal prosecution.

33.0 **INSPECTION FEE** – A charge levied to defray the cost of administering and monitoring a new connection to the distribution system before service is required and if a second inspection of an irrigation system is required due to non-conformance with Section 49.0.

34.0 **METERS** - All meters shall be furnished by and remains the property of the District and shall be accessible and subject to its control. The customer shall provide meter space to the District at a suitable and readily accessible location and, when the District considers it advisable, within the premises to be served. The customer shall also provide adequate and proper space for the installation of meter and other similar devices.

35.0 **ALL WATER AND IRRIGATION WATER THROUGH METER** - That portion of the customer's installation for water and irrigation water service shall be so arranged that all water and irrigation water service shall pass through the meters. No temporary pipes, nipples, or spacers are permitted and under no circumstances are connections allowed which may permit water or irrigation water to by-pass the meter or metering equipment.

36.0 **REQUEST FOR METER TEST BY CUSTOMER** - Should any customer request a bench test of their meter, such request shall be in writing to the District, and the District will require a deposit to defray cost of testing. Such deposit is not to exceed the schedule of fees set forth in the Rate Schedule. If the meter is found to register in excess of the accuracy limits prescribed under Rule No. 36.3 of this Policy, the deposit will be refunded. But if below such accuracy limit, the deposit will be retained by the District as a service charge for conducting the test.

37.0 **METER CHANGE OUT FEE** – A charge assessed to existing customers when a customer request changing the meter to a different size, but the utility has deemed the change unnecessary. In this instance, the labor, meter cost and the miscellaneous required materials for installation would be assessed to the customer at cost.

38.0 ADJUSTMENT OF BILLS FOR METER ERROR - In meter tests made by the District, the accuracy of registration of the meter and its performance in service shall be judged by its average error. The average meter error shall be considered to be the average of the errors at the test rate flows.

38.1 FAST METERS - Whenever a meter tested is found to register fast in excess of the tolerance provided in the Meter Accuracy Requirements provision herein, the District shall credit to the customer the amount billed in error since the date of the last test or ninety (90) days, whichever is less. The refund shall not include any part of any minimum charge.

38.2 SLOW METERS - The District may back bill in the event that a meter is found to be slow, non-registering or partially registering. The District may not back bill for any period greater than one (1) year from the date it notifies a customer that the meter is slow, non-registering or partially registering. In any event, the customer may extend the payments of the back bill pro rata over the same amount of time for which the District issued the back bill.

38.3 METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the use of any customer, every meter, whether new, repaired or removed from service for any cause, shall be adjusted to register within the accuracy limits set forth in the following table:

ACCURACY LIMITS IN PERCENT (%)

<u>METER TYPE</u>	<u>MAXIMUM RATE</u>	<u>INTERMEDIATE RATE</u>	<u>NEW</u>	<u>REPAIRED</u>
Displacement	98.5 - 101.5	98.5 - 101.5	95 - 101.5	90 - 101.5
Current	97 - 103	97 - 103	95 - 103	90 - 103
Compound*	97 - 103	97 - 103	95 - 103	90 - 103

* The minimum required accuracy for compound meters at any rate within the "changeover" range of flows shall be eighty-five percent (85%)

39.0 MISCELLANEOUS SERVICE CHARGES - The District shall charge the following miscellaneous service charges as set forth in the Rate Schedule in accordance with the terms also stated below.

39.1 INITIAL CONNECTION - This charge would be levied for service initiation at a location where service did not exist previously.

39.2 NORMAL DISCONNECTION - This charge would be levied when a service representative visits premises for the purpose of discontinuing service where a customer requests a temporary discontinuance of service.

39.3 NORMAL RECONNECTION - This charge would be levied for transfer of service to a new customer account at a previously served location, or reconnection of service subsequent to a customer requested a temporary discontinuance of service.

39.4 AFTER HOURS NORMAL RECONNECTION - This charge would be levied to existing customers for the transfer of service to a new customer account at a previously served location, or reconnection of a service subsequent to a customer requested disconnection that occurs after 3:30 p.m., After 10:00 pm the service will be restored the next day.

39.5 VIOLATION DISCONNECTION - This charge would be levied when a service representative visits premises for the purpose of discontinuing service where a customer has been delinquent on payments to the District.

39.6 VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause, including a delinquency in bill payment.

39.7 AFTER HOURS VIOLATION RECONNECTION – This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause, including a delinquency in bill payment that occurs after 3:30 p.m. through 10:00 p.m. After 10:00 p.m. service will be restored the following day. In situations where administrative offices are closed and payment is made, services will be turned on the following business day.

39.8 PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for non-payment of a due and collectible bill and does not discontinue service because the customer makes payment arrangements with the District, and the customer service representative verifies arrangements with - administrative personnel. Service personnel cannot accept payments in any form from customers.

39.9 ACCOUNT TRANSFER FEE – This charge implemented to all the Utility to recover costs of transferring customer information from one account to another. (See Rule 23.0-Change of Occupancy.)

40.0 PRIVATE FIRE SERVICE CONNECTIONS -

(a) A private fire service connection is to be used for fire suppression purposes only and is to have no cross-connection whatsoever with any service lines that may be used for other than fire suppression purposes and, because of the danger of contamination, shall have no connection with any other source of supply, unless a District approved tank or fire pump is installed for use with a secondary supply. There shall be a backflow preventer installed by the customer at his expense in each connection to prevent the water from these secondary supplies from flowing into the District’s lines. All installations are subject to District inspection.

(b) The customer shall not draw any water whatsoever through this connection for any purpose except the suppression of fires, or for periodic tests of the fire system, which tests shall be made in the presence of a representative of the District. Any authorized representative of the District shall have free access to the building at any reasonable time for the purpose of inspecting any of the equipment.

(c) Violation by the customer of any of the regulations in this section shall justify the District to disconnect the private fire service connection or stop the flow of water through the pipe.

(d) The right is reserved by the District to shut off the private fire service water supply at any time in case of accident or to make alterations, extensions, connections or repairs and, if possible, the District agrees to give due and ample notice of such shutoff.

(e) When fire line valves or connections are used in case of fire or for any other reason whatsoever, the customer shall immediately notify the District and the District shall forthwith reseal the used valves or connections.

41.0 FIRE HYDRANT LOCATION - Fire Hydrant location shall be governed by Marion County Land Development Code standards, as may be amended from time to time.

42.0 FIRE FLOW - Minimum fire flow shall be governed by Marion County Land Development Code standards, as may be amended from time to time.

43.0 PRIVATE FIRE PROTECTION CHARGE – If a customer desires or is required to have on-site fire protection facilities for their property, in the form of a sprinkler system or other fire suppression system that will place an additional demand on the public water supply, this charge would apply.

44.0 VISIBILITY AND ACCESS TO FIRE HYDRANTS - No fire hydrant shall be obscured from the adjacent roadway by plantings, wall, fence or other form of visual screening. No visual screening shall be placed or allowed to spread to any point within eight (8) feet of the hydrant.

45.0 TERMINATION OR REFUSAL OF SERVICE -

(a) All utility service shall be pursuant to permit or application, which allows the District the opportunity to provide for orderly expansion of facilities and regulation thereof in a manner calculated to ensure continuous service to all customers. Inherent in this obligation is the governmental prerogative of necessity to terminate consumption which is adverse to the continuous, orderly and uninterrupted operation and maintenance of its utility service. Accordingly, the District reserves the right by unilateral act in its sole discretion to refuse service or to terminate service temporarily or to discontinue service in all instances when conditions exist which would constitute an emergency of public concern or when providing any service would constitute a threat to the safety, health or welfare of customers generally or a significant portion of the customer population. When discontinuance or termination of service can be remedied by an act of the customer, the District shall provide notice of remedial action to the customer in order that service may be continued uninterrupted. Acts considered to be remedial by the customer, and for which service may be temporarily terminated, discontinued or interrupted are the following:

- (1) Failure to pay required deposits for service;
- (2) Failure of the customer to meet provisions of the developer's agreement or other agreements with the District;
- (3) Failure to correct deficiencies in piping or other components upon the customer's property after reasonable notice thereof by the District;
- (4) Use of service for any other property or purpose than that described in the permit or application;
- (5) When requested by the customer, in which case resumption of service shall be accomplished in accordance with District policy.

(b) The District reserves the right by unilateral act in its sole discretion to refuse service, terminate service temporarily or to discontinue service without notice including but not limited to the following circumstances:

(1) Causing or allowing to exist a hazardous condition with respect to the location, use of or access to any utility service or component:

(2) Alteration or modification of any transmission or metering component or device used in providing any utility service to the customer. Any such unauthorized use, if fraudulent, may result in criminal prosecution and may result in restitution of revenue lost to the District as a condition to restoration of service, including costs of repair or restoration of any meters or components to normal service condition, as shall be determined by the District;

(3) Total or partial destruction or abandonment of any structure, including any vacancy, for a duration which, in the District's opinion, may create a hazardous or unsafe condition or constitute a nuisance.

46.0 PROHIBITED DISCHARGES -

(a) No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, cooling water, septic tank effluent or unpolluted industrial or commercial process water into the District's wastewater system.

(b) Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described wastes or waters to the District's wastewater system:

(1) Any liquid having a temperature higher than one hundred fifty (150) degrees Fahrenheit;

(2) Any water or waste containing more than one hundred (100) p.p.m. of, exceed a daily average of twenty-five (25) p.p.m. of, any grease or oil or any oily substance;

(3) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;

(4) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, (including discharge of water softeners), constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant;

(5) Any garbage that has not been properly shredded, which shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle size greater than one-half inch in any dimension;

(6) Any waters or wastes having a pH lower than 5.5 or higher than 9.5 or having any corrosive property capable of causing damage or hazard to structures, equipment or personnel of the sewage works;

(7) Any water or waste containing toxic substances in quantities in excess of the following limits and measured at the point of discharge into the sewer system:

POLLUTANT	MAX DAILY LIMIT	
BOD	1000	mg/L

COD	1000	mg/L
FATS, OILS AND GREASE	75	mg/L
HYDROGEN SULFIDE	10	mg/L
MINERAL OR PETROLEUM OIL	100	mg/L
TOTAL SUSPENDED SOLIDS	1000	mg/L
TOTAL SOLIDS	2000	mg/L
ARSENIC	0.34	mg/L
CADMIUM	0.12	mg/L
CHROMIUM	12.7	mg/L
COPPER	3.11	mg/L
CYANIDE	0.58	mg/L
LEAD	0.74	mg/L
MERCURY	0.06	mg/L
NICKEL	2.57	mg/L
SELENIUM	1.99	mg/L
SILVER	3.17	mg/L
ZINC	2.67	mg/L
pH	< 6.5 or > 7.5	mg/L

Or any substances that will pass through the wastewater treatment plant and exceed the state requirements for the receiving stream;

- (8) Any water or waste containing phenols in excess of five thousandths (0.005) p.p.m.;
- (9) Any water or waste containing suspended solids or color of such character and quantity that unusual attention or expense is required to handle such materials at the wastewater treatment plant, without a special permit;
- (10) Any toxic radioactive isotopes, without a special permit;
- (11) Any water or waste which, after treatment, would cause the District to violate any laws or regulations of the state or the United States of America.

46.1 PENALTIES AND ENFORCEMENT - The following escalating enforcement strategy may be used by the District when customers are out of compliance with Section 46. The various types of enforcement actions shall be used as determined by the District depending on the circumstances of the violation.

(a) The District may require the immediate halt of a discharge if it is deemed as an immediate threat to public health or the District's wastewater system.

(b) The Industrial User will review its self-monitoring data to determine whether a violation of Section 46 and/or of its permit limitations has occurred. If a violation has occurred, the Industrial User must provide to the District:

- (1) 24-hour notification that a violation has occurred.

- (2) Magnitude and nature of the violation.
- (3) Details regarding analytical quality assurance.

Failure to comply with the twenty-four-hour notification requirement will result in administrative fines to be determined by the District.

(c) Upon the determination that a violation has occurred, the Industrial User must resample the final Discharge for the violated parameter. The re-sampling data must be submitted to the District within thirty (30) days of violation discovery. Failure to resample and report within thirty (30) days is a violation of this ordinance and Rule 62-625.600(6)(b), F.A.C. If the Industrial User fails to resample and submit the report within thirty (30) days, the District will issue a Notice of Violation (NOV). Failure to comply with the NOV will result in a single administrative fine to be determined by the District per violation. Continued failure to comply within sixty (60) days from original violation thereafter will result in a monthly fine to be determined District.

(d) The District will conduct periodic, independent compliance monitoring of Industrial Users as appropriate. If the violation is not significant, the District will issue a NOV and a forty-five day compliance schedule including the requirement to resample in order to determine whether a violation is significant. The results of the re-sampling must be submitted to the District within thirty (30) days of receipt of the compliance schedule. Failure to comply will result in a single fine to be determined by the District per violation. Continued failure to comply sixty (60) days after issuance of the NOV will result in a monthly fine to be determined by the District.

(e) The District will review sampling data obtained to determine whether Significant Noncompliance has occurred; in which case a single fine to be determined by the District will be assessed per violation.

(f) If Significant Noncompliance is determined to have occurred, the District will issue a Notice of Significant Violation (NOSV), requiring the Industrial User to submit within fifteen (15) days of the receipt of the notice, a ninety-day compliance schedule to determine the need to install or construct Pretreatment facilities. Failure to respond within fifteen (15) days will result in a single fine to be determined by the District per violation. Upon receipt of the draft compliance schedule, the District will issue the compliance schedule as a condition of continued operation. A Demonstration of Compliance (DOC) will be included as the final item in the compliance schedule. If at any time during the ninety-day schedule, the Industrial User determines that Pretreatment facilities are required, the Industrial User will inform the District of such and submit a draft construction schedule.

(g) Upon completion of the ninety-day compliance schedule, the District will review the DOC data to determine whether compliance has been achieved. Failure to demonstrate compliance during the ninety-day schedule will result in the District issuing another NOSV requiring the Industrial User to submit within fifteen (15) days of receipt of the NOSV a draft compliance schedule for the construction of new Pretreatment facilities or the improvement, modification or expansion of existing facilities. Failure to respond within fifteen (15) days will result in a single fine to be determined by the District per violation. Continued failure to comply within sixty (60) days of the NOSV thereafter will result in a monthly fine to be determined by the District. Upon receipt of the draft compliance schedule, the District will issue the compliance schedule as a condition of continued operation. Approval of the facility design engineer by the District is required prior to design of the Pretreatment facility. A DOC will be included as the final item in the compliance schedule. Upon

completion of the construction compliance schedule, the District will review the DOC data to determine whether compliance has been achieved.

(h) If the construction of Pretreatment facilities does not achieve compliance, the District will assess a fine to be determined by the District, and will issue a notice of monthly fine (NMF). Fines of the same amount will continue to be assessed on a monthly basis until compliance is achieved or service is terminated. The NMF will require that the Industrial User submit a draft final compliance schedule within fifteen (15) days or receipt of the NMF. Upon receipt of the draft compliance schedule, the District will issue the final schedule of compliance as a condition of continued operation. A DOC period will be included as the final item in the compliance schedule. Upon completion of the compliance schedule, the District will review the DOC data to determine whether compliance has been achieved.

(i) If the final compliance schedule does not achieve compliance, the District will issue a Notice to Show Cause (NSC) why the Discharge permit should not be revoked and service terminated, in accordance with law. The NSC will be served on the Industrial User specifying the time and place of the hearing, the proposed facts of the action, the reasons for such actions and a request that the Industrial User show cause why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing on the Industrial User or posted at the location where the alleged violation is occurring or has occurred. Whether or not the Industrial User appears as notified, immediate enforcement action may be pursued following the hearing. The District will hold the show cause hearing to determine whether the permit should be revoked and Sewer services terminated.

(1) If the Industrial User shows cause for its failure to comply, service shall not be terminated nor the permit revoked. The monthly fine will increase to an amount to be determined by the District per day and a new final compliance schedule will be issued.

(2) If the Industrial User fails to show cause why its permit should not be revoked and service terminated, the Industrial User's permit shall be revoked and its Sewer service will be terminated by the District.

(j) Penalties for violations not addressed in this section will be assessed at the discretion of the District.

46.2 INDUSTRIAL USER PERMIT FEES AND PENALTIES -

(a) Permit Application and Renewal Fee:	
Initial Permit	\$1,100 per year
Renewal Permit	\$900.00 per year
Fine Amount for pH, BOD, TSS Violations	\$250.00 Minimum
Analytical Fees	On a permit by permit basis at Cost

(b) Other fees, charges, costs, fines and penalties are listed under Section 46.3.

(c) Industrial Wastewater surcharge rates shall be as listed below:

BOD = \$0.20/lb

TSS = \$0.20/lb

Fats, Oil & Grease = \$7.30/lb

Monthly Surcharges shall be calculated as follows:

$$IWS = 8.34 (V) (\$0.20x(BOD-250) + \$0.20y(TSS-250) + \$7.30z(OG-75))$$

IWS = Monthly Industrial surcharge rate.

V = Volume of industrial flow in million gallons per month based on metered water.

BOD = Biochemical Oxygen Demand in mg/L.

TSS = Total Suspended Solids in mg/L.

FOG = Fats, Oil and grease in mg/L.

X = Capital and operating costs per pound of BOD greater than 250 mg/L.

Y = Capital and operating costs per pound of TSS greater than 250 mg/L.

Z = Capital and operating costs per pound of oil and grease greater than 75 mg/L.

(d) Any person who violates a provision of Section 46 shall be prosecuted in the name of the State of Florida in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof, and upon conviction shall be punished by a fine to be determined by the District for each offense or by imprisonment not to exceed sixty (60) days or by both such, fine and imprisonment. If a violation continues, each day of such violation shall constitute a separate offense.

(e) Any person who knowingly makes any false statement, representation or certification in any record or other document submitted under Section 46 shall be subject to fines to be determined by the District per violation or by imprisonment for not more than sixty (60) days, or both.

(f) The District may revise the permit fees and penalties from time to time by Resolution.

(g) Any fines, penalties, fees and costs imposed against or incurred by the District arising out of, in connection with or resulting from a violation of Section 46 shall be assessed against the violator in addition to any other fees, surcharges or penalties imposed against violator under Section 46.

46.3 CIVIL AND CRIMINAL REMEDIES - In addition to the administrative fines provided elsewhere, to the extent permitted by State law, the District is hereby authorized to institute any appropriate action or proceeding, including suit for damages, injunctive relief and civil penalties to be determined by the District per day per violation, in order to prevent or abate violations of Section 46 or to recover damages. In accordance with Rule 62-625.500(2)(a)5.a., F.A.C., the District shall impose minimal civil and criminal penalties of One Thousand Dollars (\$1,000.00) per day per violation. The District may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any damages incurred by the District.

(a) When the District finds that a User has violated, or continues to violate, any provision of Section 46, a Permit, or order issued hereunder, or any other pretreatment standard or requirement, the District may petition the Circuit Court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the Permit, order, or other requirement imposed by Section 46 on activities of the User. The District may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

(b) (1) A User who willfully or negligently violates any provision of Section 46, a

Permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than the maximum fine allowed under State law per violation, per day, or imprisonment, or both.

(2) A User who willfully or negligently introduces any substance into the District's wastewater system which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of at least the maximum fine allowable under State law, or be subject to imprisonment, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.

(3) A User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to Section 46, a Permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under Section 46 shall, upon conviction, be punished by a fine of not more than the maximum fine allowable under State law per violation, per day, or imprisonment or both.

(4) In the event of a second conviction, a User shall be punished by a fine of not more than the maximum fine allowable under State law per violation, per day, or imprisonment, or both.

(c) A list of all Users that have been in significant noncompliance with applicable Pretreatment Standards and requirements during the twelve (12) previous months will be annually published by the District in the largest daily newspaper published locally. For purposes of this Section, an Industrial User is in significant noncompliance if its violation meets one or more of the following criteria:

(1) Chronic violations of Wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter.

(2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all of the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, Total Fats, Oil and Grease, and 1.2 for all other Pollutants except pH).

(3) Any other violation of a pretreatment effluent limit (daily maximum or longer-term average) that the District determines has caused, alone or in combination with other discharges, Interference or pass through (including endangering the health of District personnel or the general public).

(4) Any discharge that has resulted in the District's exercise of its emergency authority to halt or prevent such a Discharge.

(5) Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance.

(6) Failure to provide, within thirty (30) days after the due date, required reports such as Baseline Monitoring Reports, 90-day Compliance Reports, periodic Self-Monitoring Reports, and reports on compliance with compliance schedules.

(7) Failure to accurately report noncompliance.

(8) Any other violation or group of violations that the District determines will adversely affect the operation or implementation of the Pretreatment program.

(d) The remedies provided for in this Section 46 are not exclusive. The District may take any, all, or any combination of these actions against a noncompliant User. Enforcement of Pretreatment violations will generally be in accordance with the District's enforcement response plan. However, the District may take other action against any User when the circumstances warrant. Further, the District is empowered to take more than one enforcement action against any noncompliant User.

47.0 INDUSTRIAL WASTES -

(a) *General policy.* While the economy and desirability of the combined treatment of industrial wastes and sanitary sewage is recognized, not all types and quantities of industrial wastes can be so treated; therefore, it shall be the established policy to admit those types and quantities of industrial wastes that are not harmful or damaging to the structures, processes or operation of the District's wastewater system or which are not specifically prohibited by Section 46. It is also recognized that to provide this service, additional facilities are required and the cost thereof shall be borne by those persons receiving its benefits.

(b) *Approval required.* In order to control the admission of industrial wastes, the discharge into the public sewers of any waters or wastes having:

- (1) A five-day, twenty-degree Celsius BOD greater than three hundred (300) p.p.m.;
- (2) A suspended solids content greater than three hundred fifty (350) p.p.m.;
- (3) Chlorine demand greater than fifteen (15) p.p.m.;
- (4) An average daily flow greater than five percent (5%) of the average daily sewage flow at the sewage treatment works;
- (5) Any toxic substance;
- (6) Any wastes which are considered by the District to offer possibilities of harm to structures, processes or operation of the wastewater system, shall be subject to review and approval of the District.

(c) All users of the District's wastewater system who are now discharging industrial wastes to the District's wastewater system shall, upon request of the District, fill in and file with the District a questionnaire which shall furnish pertinent data, inclusive of quantity of flow and an analysis of the water discharged to the District's wastewater system.

(d) Any person desiring to make a connection to the District's wastewater system for the purpose of discharging industrial wastes to the public sewers shall fill in and file with the District an industrial waste questionnaire which shall furnish pertinent data, inclusive of quantity of flow and an analysis of the industrial waste to be discharged into the wastewater system.

(e) Samples shall be a composite sample collected daily over a three (3) day period of operation so as to be a truly representative sample of the actual quality of the wastes. The sample for analysis shall be collected by the engineer, chemist or his representative. Analysis shall be made by a registered sanitary engineer or a graduate chemist whose qualifications are acceptable to the County health department or class A and B wastewater treatment plant operator, registered in this state, using the laboratory methods for the examination of industrial waste as set forth in the latest edition of “Standard Methods for Examination of Water and Sewage” as published by the American Public Health Service.

48.0 CROSS-CONNECTIONS UNLAWFUL - It shall be unlawful for any person to cross-connect another source of water to the District’s water system. For the purpose of this article cross-connection shall mean any physical arrangement whereby the District’s water system is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage or other waste, or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as the result of backflow. By-pass arrangements, jumper connections, removal sections, swivel or changeable devices, and other temporary or permanent devices through which or because of which backflow could occur are considered to be cross-connections.

49.0 IRRIGATION

49.1 RECLAIMED WATER - The use of reclaimed water for irrigation is necessary and is in the best interest of the District and the public. All wastewater customers of the District are required to take back and utilize for irrigation purposes on their property, at such times and in such quantities as determined by the District, an amount of reclaimed water equal to the amount of wastewater delivered to the District by the customer, provided the District is not obligated to provide any amount of reclaimed water for irrigation to any customer. To the extent available, the District may provide additional potable water or irrigation quality water to its irrigation customers.

49.2 STANDARDS - All residential and commercial irrigation shall comply with the irrigation performance standards detailed in the Bay Laurel Center Community Development District Uniform Extension Policy.

In addition to the current Marion County Land Development Code 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 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.

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

(a) The source of irrigation water shall be District supplied potable water or irrigation quality water, including reclaimed water or other designated sources of water as determined by the District for irrigation in its discretion.

(b) All uses of reclaimed water shall be in accordance with applicable rules of the FDEP and other regulatory bodies having jurisdiction.

(c) 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.

(d) The District shall require meters for all irrigation connections. It is the intent of the District to maximize the use of irrigation quality water in lieu of potable water. However, at times it may be necessary to limit a customer's use of potable water or irrigation quality water based on supply availability.

49.3 RESIDENTIAL 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 residential irrigation system (including common areas of a residential development).

(a) Sod irrigation zones shall be separate from shrub irrigation zones, and no irrigation zone shall include both sod and shrub irrigation;

(b) 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 be designed not to exceed twelve (12) gpm; however, due to pressure fluctuations in the water distribution system a zone may test at a maximum of thirteen (13) gpm, which will be allowed;

(c) Irrigation installations shall use pressure regulated irrigation heads approved by the District;

(d) Irrigation systems shall be hydro-zoned and matched precipitation rates to achieve maximum efficiency;

(e) 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;

(f) Large sod zones shall be irrigated using rotors or similar device to achieve maximum irrigating efficiency;

(g) All irrigation zones shall have matched precipitation rates for best coverage;

(h) 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 District;

(i) All irrigation installations will include a Pressure Vacuum Breaker Back Flow Assembly per Florida Building Code. If a liquid fertilizer injection system is present, a Reduced Pressure Principle Back Flow Assembly is required;

(j) Rain sensor and related wire shall be installed per manufacturer specifications and shall meet manufacturers wire gauge specifications

(k) 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;

(l) All additional or more stringent landscape/irrigation requirements imposed by the Water Management District, and/or Marion County Land Development Code, as amended from time to time, are incorporated into and made a part of this Policy and shall control over less stringent requirements of this Policy.

49.4 COMMERCIAL IRRIGATION ADDITIONAL REQUIREMENTS - The following additional requirements shall apply to all customers installing new landscaping, or retrofitting or replacing an existing commercial irrigation system.

(a) Sod irrigation zones shall be separate from shrub irrigation zones, and no irrigation zone shall include both sod and shrub irrigation;

(b) 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.

(c) Irrigation systems shall be hydro-zoned and matched precipitation rates to achieve maximum efficiency;

(d) All irrigation systems two inches (2") and greater shall be installed with a "normally closed" Master Valve assembly and flow monitoring controller;

(e) Irrigation installations shall use pressure regulated irrigation heads approved by the District;

(f) Where coverage is limited due to proximity of adjacent structures, the use of End Strip/Side Strip nozzles shall be required;

(g) Large sod zones shall be irrigated using rotors or similar device to achieve maximum irrigating efficiency;

(h) All irrigation zones shall have matched precipitation rates for best coverage;

(i) 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;

(j) All Irrigation installations will include Back Flow device acceptable to the District;

(k) Rain sensor and related wire shall be installed per manufacturer specifications and shall meet manufacturers wire gauge specifications;

(l) 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;

(m) All landscape and irrigation construction drawings shall be reviewed and approved by the District prior to submittal to Marion County;

(n) All additional or more stringent landscape/irrigation requirements imposed by the Water Management District, and/or Marion County Land Development Code, as amended from time to time, are incorporated into and made a part of this Policy and shall control over less stringent requirements in this Policy.

49.5 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 water from 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 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 service disconnect and premises visit charges for violations of this Policy for each day that an irrigation system is not in compliance with the requirements of the Policy.

50.0 TAMPERING - It is prohibited to:

(a) Willfully alter, tamper with, injure, or knowingly suffer to be injured any meter, meter seal, valve, meter lock, connection, backflow preventer, riser, pipe, conduit, line, or other apparatus or device belonging to the District in such a manner as to cause loss or damage or to prevent any meter installed for registering water, wastewater or irrigation quality water or from registering the quantity which otherwise would pass through the same; to open a valve or unlock a meter where utility service has been temporarily or permanently discontinued; to alter the index or break the seal of or unlock any such meter or valve; in any way to hinder or interfere with the proper action or just registration of any such meter or device; or knowingly to use, waste, or suffer the waste, by any means, of water passing through any such meter, wire, pipe, or fitting, or other appliance or appurtenance connected with or belonging to any such utility, after such meter, valve, meter lock, pipe or fitting, or other appliance or appurtenance has been tampered with, injured, or altered;

(b) Make or cause to be made any connection with any main, service pipe or other pipes, appliance, or appurtenance in such manner as to use, without the consent of the District, any service or any water, wastewater or irrigation quality water, or to cause to be supplied any service or water, wastewater or irrigation quality water from the District to any person, firm, or corporation or any faucet, or other outlet whatsoever, without such service being reported for payment or such water, wastewater or irrigation quality;

(c) Use or receive the direct benefit from the use of District water, wastewater or irrigation quality water knowing, or under such circumstances as would induce a reasonable person to believe, that such direct benefits have resulted from any tampering with, altering of, or injury to any connection, meter, pipe, conduit, line, valve, meter lock or other apparatus or device owned, operated, or controlled by the District, for the purpose of avoiding payment;

(d) In the event of a violation of this section, in addition to any other remedy provided the District by law, the District may assess an unauthorized utility service use charge and a meter tampering charge (if applicable), including the cost of damages incurred by the District as a result of such violation together with the cost of water, wastewater or irrigation quality water service estimated by the District to have been used as a

result of an act prohibited by this section. The District may also charge additional fees based on multiple offenses.

51.0 BACKFLOW AND CROSS-CONNECTION CONTROL PROGRAM - The purpose of this ordinance is:

(a) To protect the public potable water supply of the District from the possibility of contamination or pollution by isolating within the customer's internal distribution system(s) or the customer's private water system(s) such contaminants or pollutants that could backflow into the public water system.

(b) To promote the elimination or control of existing cross connections, actual or potential, between the customer's in-plant potable water system(s) and non-potable water systems, plumbing fixtures, and industrial piping systems.

(c) To provide for the maintenance of a continuing program of cross-connection control that will systematically and effectively prevent the contamination or pollution of all potable water systems.

51.1 RESPONSIBILITY/LEGAL AUTHORITY - This backflow and cross-connection control program is adopted pursuant to Rule 62-555.360, F.A.C. Section 51 shall be amended automatically without additional District action to incorporate amendments to Rule 62-555.360, F.A.C.

The District, or its designee, shall be responsible for the protection of the District's public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If in the judgment of the District, an approved backflow-prevention assembly is required (at the customer's water service connection; or, within the customer's private water system) for the safety of the water system, the District, or its designated agent, shall give notice in writing to said customer to install such an approved backflow prevention assembly(s) at specific location(s) on its premises. The customer shall immediately install such approved assembly(s) at its own expense; and, failure, refusal, or inability on the part of the customer to install, have tested, and maintain said assembly(s) shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met. The District shall be entitled to seek legal remedies to enforce compliance with this rule.

51.2 REQUIREMENTS

(a) The water system shall be considered as made up of two (2) parts: the District's system and customer's system;

(b) The District's system shall consist of the source facilities and the distribution system, and shall include all those facilities of the water system under the complete control of the District, up to the point where the customer's system begins;

(c) The source shall include all components of the facilities utilized in the production, treatment, storage and delivery of water to the distribution system;

(d) The distribution system shall include the network of conduits used for the delivery of water from the source to the customer's system;

(e) The customer's system shall include those parts of the facilities beyond the termination of the utility distribution system that are utilized in conveying utility-delivered domestic water to points of use.

51.3 PROCEDURES

51.3.1 EXISTING FACILITIES

(a) Premises of the type where cross-connections are suspect may be surveyed by the District to determine if a cross connection exists;

(b) The customer shall be notified in writing thirty (30) days in advance to secure an appointment for inspection of the premises. The customer will be required to accompany the inspector during the tour of the premises;

(c) An inspection form will be completed by the inspector. The customer shall be made aware of any corrective measures that may be required;

(d) All official letters of notification shall be sent to the customer indicating what corrective measures must be taken;

(e) Upon conformance of the requirements in the notification letter, the customer shall immediately notify the District to schedule a date for re-inspection;

(f) Temperature & Pressure (T&P) Valve: While the protection provided by backflow preventers clearly outweighs any drawbacks associated with them backflow preventers can create hazardous conditions by preventing the backflow of water from water heaters. According to plumbing regulations, all hot water heaters are required to have T&P valves. These valves are designed to open and discharge water from the water heater when the temperature or pressure reaches a critical level. They function as a safety mechanism. However, these valves have a small percentage of failures, commonly attributed to improper installation and inappropriate usage or improper maintenance (T&P valves need to be exercised periodically).

If the T&P valve fails and a backflow-preventer is installed on the potable water line, the pressure can build up to explosive levels since there is no place for the increased pressure to vent. When backflow preventers are installed, the customer shall install an additional pressure relief mechanism per Florida Plumbing Code.

51.3.2 NEW FACILITIES -

(a) Each customer desiring water service will be required to complete a cross connection control questionnaire.

(b) Should a cross connection control device be required, the District will notify the new customer in writing and arrange a meeting to discuss the requirements for backflow prevention. Procedures for inspection of the device will be discussed at this meeting. The customer will be required to provide construction drawings of his proposed facilities.

51.3.3 RECORDS AND MAINTENANCE -

(a) The customer shall be required to keep records of maintenance of backflow prevention and cross-connection control devices.

(b) Backflow prevention devices as specified in writing by the District shall be tested with the results provided to the District annually. The testing shall be the responsibility of the customer.

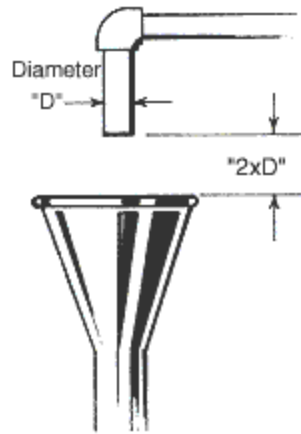
51.3.4 DISTRICT RECORDS - The District shall keep records identifying backflow prevention devices, their location, type, dates of testing, results, and repairs (if any), for a period of five (5) years.

51.4 INSTALLATION AND MAINTENANCE -

51.4.1 TYPES OF BACKFLOW PREVENTION DEVICES - The following illustrate the various types of backflow prevention devices and typical methods of installation (outdoor).

Backflow prevention devices installed indoors will vary in the method of installation based on location and configuration of the existing or proposed piping system. If the District deems indoor installation necessary to business transactions, then a determination will be made upon each request made.

AIR GAP SEPARATION



An air gap is a vertical, physical separation between the end of a water supply outlet and the flood-level rim of a receiving vessel. This separation must be at least twice the inside diameter of the water supply outlet and never less than one inch (1"). An air gap is considered the maximum protection available against backpressure backflow or backsiphonage but is not always practical and can easily be bypassed.

An air gap is measured vertically from the lowest end of the supply pipe to the flood level rim or highest possible water level of the fixture or tank into which it discharges. The close proximity of walls or obstructions will necessitate the use of a larger air gap. A larger air gap will also be required if foaming materials are added to the reservoir so that foam does not back up into the supply pipe.

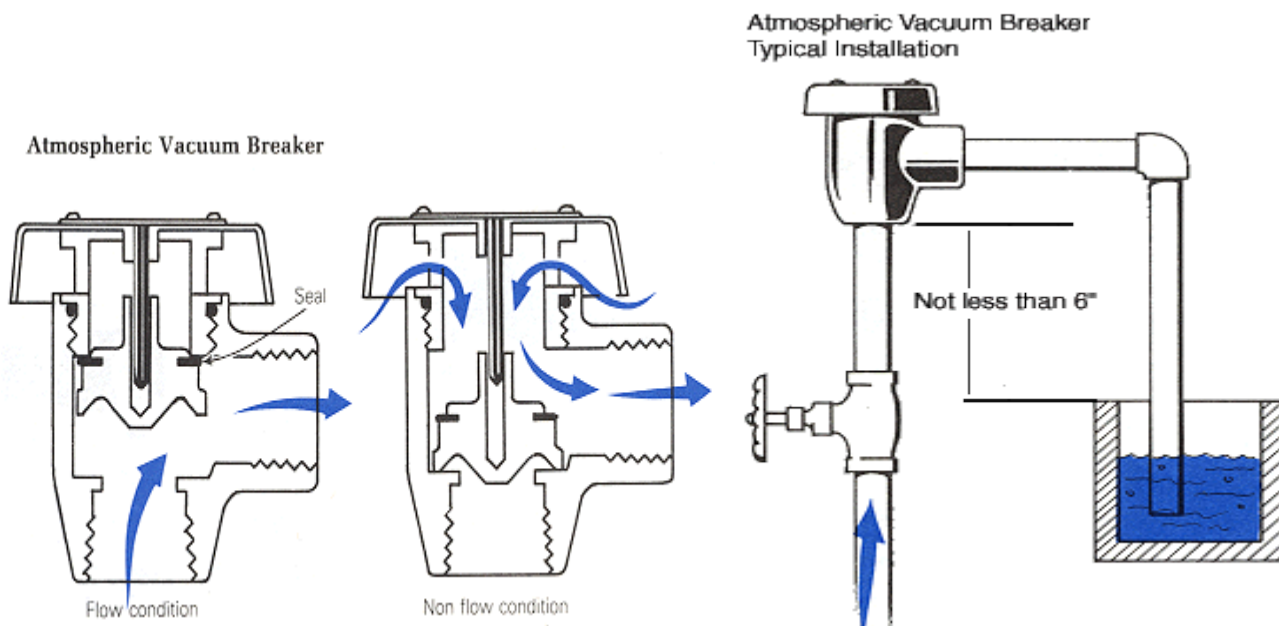
Advantages:

- Very safe and reliable if properly installed and maintained.
- Provide maximum protection due to physical separation of potable and non-potable water.
- Easy to inspect.

Limitations:

- Easy to bypass or defeat with funnels or hoses.
- Supply pressure is lost, requiring reservoir and additional pumping equipment.
- Undesirable splashing may occur.
- Incoming water may be exposed to airborne contaminants or lose chlorine residual.

ATMOSPHERIC VACUUM BREAKER (A.V.B.)



The device usually consists of a float which is free to travel on a shaft and seal in the uppermost position against atmosphere with a disc. Water flow lifts the float, which then causes the disc to seal. When the water supply pressure drops below atmospheric pressure fourteen and seven-tenths (14.7) psi the disc will drop down venting the unit to atmosphere and opening the downstream piping to atmospheric pressure, thus preventing backsiphonage. The device is designed to be installed downstream of the last valve in the system and to be operated under pressure for no more than twelve (12) hours in any twenty-four-hour period. This device shall be installed at least six (6) inches above the highest sprinkler head or outlet. The A.V.B cannot be installed where it will be subject to back pressure, it can only provide protection against backsiphonage of non-toxic pollutants.

Advantages:

- Inexpensive.

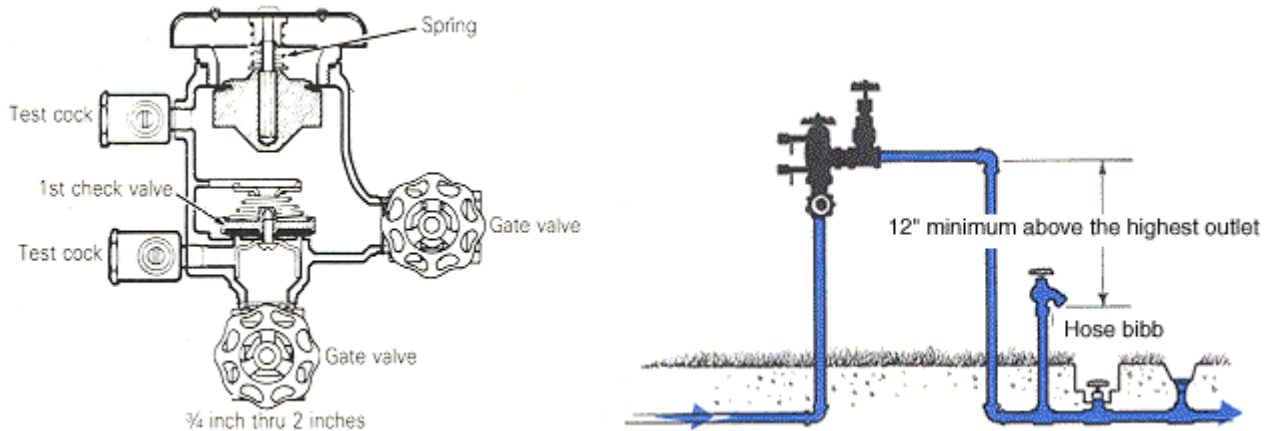
Limitations:

- Does not protect against backflow due to backpressure.
- Can protect against high and low hazard situations.

- No control valves shall be on the downstream side of the AVB.
- It is a single fixture device.

PRESSURE-TYPE

VACUUM BREAKER (P.V.B.)



A PVB may be used to isolate high or low hazards but is effective against backsiphonage only. This assembly is intended to be used under constant pressure conditions. This assembly shall contain an independently operating, internally loaded check valve and an independently operating, loaded air inlet valve on the discharge side of the check valve. In addition, the assembly shall have an inlet and outlet resilient seated, fully ported shutoff valves and two properly located resilient seated test cocks.

During normal operation, the check valve will open in response to demand for water on the downside and the air inlet will remain closed. When the demand for water ceases, the check valve will close. In a backsiphonage condition, the inlet pressure will be reduced to a subatmospheric pressure. The check valve will close because of the higher pressure on the downstream side of the check valve. When the pressure on the on the downstream side of the check valve falls to the air inlet opening point (minimum of 1 psi), the air inlet will open to ensure that any vacuum is broken.

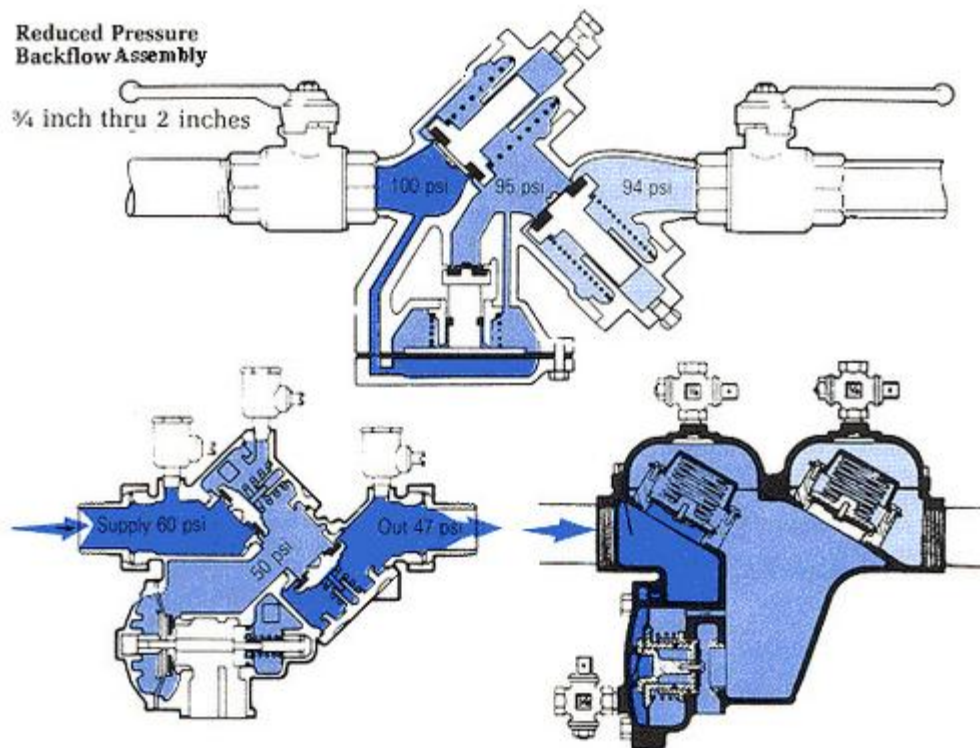
Advantages:

- Sometimes less expensive than alternatives.
- Valves may be located downstream from the device.

Limitations:

- Does not protect against backflow due to backpressure.
- Can protect against high and low hazard situations. Cannot be installed if chemicals are used.
- Shall be installed on the main line to the irrigation system and at least twelve inches (12") above the highest sprinkler head or outlet.

REDUCED PRESSURE BACKFLOW PREVENTER



A Reduced Pressure Backflow Prevention Assembly may be used to isolate health hazards.. This assembly consists of two loaded, independently acting check valves with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves below the first check valve. The check valves and relief valve shall be located between two tightly closing, fully ported, resilient seated shutoff valves. The assembly shall have four properly located resilient seated test cocks for testing the operation of the device. This assembly will indicate leakage through one (1) or both check valves or the relief valve by the discharge of water from the relief valve port. During normal operation, both check valves remain closed until there is a demand for water. The differential relief valve remains closed because the inlet pressure is higher than the pressure in the intermediate zone. The second check remains open as water flows through the device. In opening and closing the check valves, the water pressure may be reduced up to ten (10) psi depending upon the assembly design. An RP shall be installed a minimum of twelve inches (12") above the relief valve discharge port opening and the surrounding grade and floodplain (as regulated).

During a backpressure condition, both check valves will close, and the second check will stop the increased pressure from traveling to the area between the two checks. If the second check valve is prevented from closing tightly, leakage back into the zone between the check valves will increase the pressure in the zone. After the increase in pressure rises to the inlet pressure less the relief valve opening point, the relief valve will open and discharge water from the assembly to the atmosphere. This discharge from the relief valve ensures that the pressure after the first check is always lower than the inlet pressure. During a backsiphonage condition, the inlet pressure will be reduced to a sub atmospheric pressure. The pressure downstream from the first check which will cause the relief valve to open and discharge the water to the atmosphere. The relief valve opens automatically and drains enough water from the zone to maintain pressure in the zone lower than the supply pressure. The second check valve closes to prevent downstream water from draining through the relief valve.

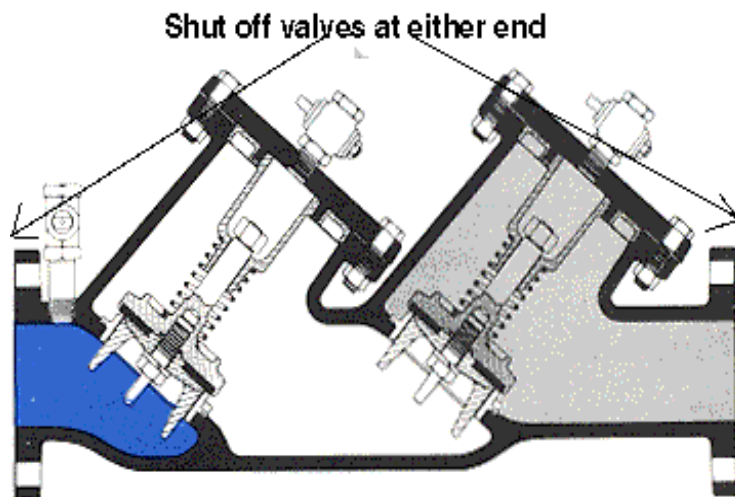
Advantages:

- Protects against both backpressure and backsiphonage.
- Can be used under constant pressure.
- Malfunctioning is easily indicated by discharge of water from the relief valve.

Limitations:

- Pressure loss of up to ten (10) psi across the assembly and must be installed twelve inches (12") above grade.

DOUBLE CHECK BACKFLOW PREVENTER



A Double Check Valve is effective against backpressure backflow and backsiphonage but shall be used to isolate only non-health hazards.

A Double Check Valve Assembly shall contain two internally loaded, independently operating, check valves with resilient seated shutoff valves located at each end of the assembly, and four (4) properly located test cocks for testing the water tightness of each check valve. During normal operation, the check valves will open in response to demand for water at the outlet. When the demand for water ceases, the check valves will close. In a backpressure condition, the increase in pressure on the outlet will cause the second check to close. If the second check does not seal properly, the first check will act as a backup to the second check. In a backsiphonage condition, the inlet will be reduced to a sub atmospheric pressure. The greater pressure on the downstream side of the second check will cause the second check to close. If the second check does not seal properly, the first check will act as a backup to the second check.

Two (2) standard plumbing check valves in series may not be used in place of the double check valve assembly due to the necessity for testing. The Double Check Valve Assembly is an integral assembly designed specifically for backflow prevention.

Advantages:

- Protect against backflow due to both backpressure and backsiphonage.
- May be used under continuous pressure.
- Little pressure loss occurs across the device.

Limitations:

- No external indication of failure.
- May only be used in low hazard situations.

51.4.2 TYPICAL FACILITIES REQUIRING PROTECTION AGAINST CROSS-CONNECTIONS - Assemblies shall be installed as close as possible to the service connection in an accessible location. The reduced pressure principle assembly, atmospheric vacuum breaker, and pressure vacuum breaker must be installed above ground as described above. Double-check backflow preventer assemblies installed underground shall be in a box deemed to be large enough to allow adequate testing and maintenance and approved prior to installation by the District.

There are varying degrees of hazard, and the degree of protection should be commensurate with the degree of hazard. The following list of premises shall be served by an approved backflow prevention device of the type designated, however the District reserves the right to require a backflow preventer at any location whether or not listed below:

Clinics/Medical Facilities
Laundries
Nursing Homes
Reclaimed Wastewater areas
Recreational facilities using water (swimming pools, water slides, etc.)
Wastewater pumping stations
Wastewater treatment plants
Water treatment plants
Multi Story Buildings
Commercial Buildings
Manufacturing Facilities
All Irrigation Systems

RECLAIMED WATER - Though reclaimed water systems are a tremendous conservation resource, they do pose risks if they are improperly maintained, operated or identified. To ensure public health and safety, safeguards are put in place and maintained as described below.

(a) Only contractors approved by the District shall be allowed to perform installation, repairs, and modifications to the potable water system and reclaimed water system.

(b) Inspections shall be made by the District to verify proper installation and repair, and the customer will be invoiced a Cross-Connection Inspection Fee. Annual Inspections shall be made to the reclaimed water system to confirm no new cross connections exist; Documentation of such inspections shall be maintained for a minimum of five (5) years. In the event a cross-connection is found,

procedures will be followed as described below.

- (1) Eliminate cross-connection; and
- (2) Notify appropriate regulatory agency or agencies; and.
- (3) Test potable water system for contamination at least two (2) consecutive days; and
- (4) Take appropriate measures to insure a non-reoccurrence of same.

51.4.3 DEGREE OF HAZARD - In the absence of special circumstances which would cause a greater degree of hazard for cross connections, the following list covers the general backflow device required by customer type.

(a) Devices per Degree of Hazard -

Hazard	Health Hazard		Non-health Hazard	
	Backsiphonage	Backpressure	Backsiphonage	Backpressure
Backflow Device				
Air Gap*	X	X	X	X
Reduced Pressure Principle (RP)	X	X	X	X
Double Check Valve Assembly (DCVA)			X	X
Pressure Vacuum Breaker (PVB)	X		X	
Atmospheric Vacuum Breaker (AVB)	X		X	

Only those backflow prevention devices approved by the following shall be installed: ASSE, AWWA USC and USC Lab.

(b) All installations shall be made prior to or in conjunction with the meter installations. All backflow prevention devices shall be accessible and subject to the control of this policy. The property owner shall own and maintain or cause to be maintained the backflow prevention device. The customer shall provide adequate and proper space for the installation, operation and maintenance of backflow prevention devices. Existing customers are required to install backflow prevention devices upon request by the District in the event the District determines that a potential hazard for the customer exists.

AVB's and PVB's may be used to isolate health hazards under certain conditions, that is, back-siphonage situations. Additional area or premises isolation may be required. Where a greater hazard exists (due to toxicity or other potential health impact) additional area protection with RPBAis required. The District reserves the right to require a backflow preventer at any location whether or not listed in this policy.

51.5 CROSS CONNECTION CONTROL & BACKFLOW PREVENTION -

51.5.1 BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL POLICY - The District reserves the right to require backflow prevention devices where, in the District's judgment, a water service connection presents a reasonable and identifiable risk to potentially contaminate the public water system.

51.5.2 RECOMMENDED BACKFLOW PRACTICES - Backflow prevention devices shall be specified by the District in accordance with the AWWA Manual of Water Supply Practices M14, Recommended Practices for Backflow Prevention and Cross Connection Control, current version, or as same is may be amended from time to time.

51.5.3 APPROVAL OF BACKFLOW PREVENTION DEVICES - The District (or representative of the District) shall review all new service connections to determine the contamination risk. Based on the risk assessment, the District shall recommend or require the appropriate backflow prevention devices. The devices shall be installed by the person requesting service prior to the District making a water service connection.

- (a) Residential water services require backflow Prevention devices when the following conditions arise:
 - (1) Residence utilizes an irrigation system outfitted with a chemical feed device;
 - (2) Residence is provided with reclaimed water or alternate water supply for irrigation purposes, if approved by the District;
- (b) Operations are being conducted at the residences which are similar to commercial listings;
- (c) In the judgment of the District, a customer's installation has the potential to contaminate the public water system;
- (d) The District shall make recommendations on backflow prevention devices with regard to other residential water services not covered above;
- (e) Backflow prevention devices shall be required for the types of facilities and plumbing fixtures listed in Section 51.4.2. For facilities not listed, the District shall have the sole right to require backflow prevention devices where it deems necessary to protect the public water system from contamination;
- (f) All required backflow prevention devices shall be tested and maintained in accordance with the provisions herein. The District shall advise customer concerning backflow devices for commercial irrigation systems which are not fitted with chemical feed systems.

51.5.4 TESTING AND MAINTENANCE OF BACKFLOW PREVENTION DEVICES - All backflow prevention devices shall be tested at a minimum of once yearly. A record of each test shall be kept on file for at least five (5) years. The District shall require testing and maintenance for backflow devices which have been specifically required. Maintenance and testing of backflow devices required by the District shall be the responsibility of the customer. Testing of required and recommended devices shall be performed in accordance with the most current AWWA Manual of Water Supply Practices M14, Recommended Practices for Backflow Prevention and Cross Connection Control. Responsibility for the testing and maintenance of required and recommended backflow prevention devices, including the payment of any testing fees, past the point of connection at the water meter, shall be the responsibility of the customer. Testing and Maintenance requirements shall be performed as specified by the District at no cost to the District.

51.5.5 CERTIFICATION AND TESTING OF BACKFLOW PREVENTION DEVICES - Customers operating and maintaining backflow prevention assemblies shall be notified as to the required testing frequency by the District. Upon completion of the test, a completed and signed form shall be furnished to the District. Failure on the part of a customer to provide a completed form shall be treated as non-compliance. Testing and Maintenance on required assemblies shall be performed by a certified master plumber, certified backflow prevention tester or other individual with equivalent training acceptable to the District as approved in writing. Information concerning testing and maintenance of recommended backflow prevention assemblies shall be provided to customers upon request by the District.

The customer shall have thirty (30) days to complete the required testing. Should a customer fail to test or maintain a required backflow prevention device within the specified time, the District shall issue, by certified mail, a non-compliance notice. The customer shall have ten (10) days to:

- (a) Provide the District with a completed test results form which indicates acceptable performance of the backflow prevention unit;
- (b) Request the services of the District to perform required testing and maintenance procedures. The District will inform the requesting party as to its ability to provide services. Such services shall be paid for by the customer pursuant to the Backflow Prevention Device Charge.
- (c) Penalties may be assessed for the following reasons, but not limited to:
 - (1) Failure to grant access for inspections'
 - (2) Failure to install;
 - (3) Failure to repair.

51.5.6 NOTIFICATION OF NON-COMPLIANCE -

If a customer elects not to test a backflow prevention assembly, as required by the District, the District will provide a non-compliance notice to the customer advising of the testing requirements and due date. If the District is not notified within 10 days by the customer of their intentions to have the assembly tested by a third party, the District shall provide the required testing services and include charges on the customer's monthly water bill. In the event the backflow prevention assembly fails, the District will make necessary repairs, up to and including replacement of the assembly, to bring the assembly into compliance to the minimum

specifications and the customer will be billed time and materials for these services on their monthly water bill.

51.5.7 SIGNIFICANT NON-COMPLIANCE - If the District is unable to complete certification and testing of backflow prevention assemblies as previously described, and seeks to suspend service, the District shall notify the customer of the nature of the violation for which suspension of service is sought with sufficient specificity as to the character of the violation and the dates at which such violation occurred. Such notice shall be sent to the customer by certified mail, return receipt requested, or personally delivered at least ten (10) days prior to the scheduled disconnection date.

(a) The District Manager, or his designee, may place an order to the customer indicating a specified time which is dependent on the severity of the violation, when water service may be discontinued unless satisfactory corrective action to permanently remove the offending connection from the public water system is taken by the customer.

(b) Any customer aggrieved by such an order may appeal it to a court of competent jurisdiction within ten (10) days from the date the order is delivered by certified mail unless such connection is in the opinion of the District is a direct threat to public health, welfare or safety. In such a case, the District shall retain the right to immediately discontinue service.

51.5.8 NEW NON-RESIDENTIAL ACCOUNTS AT EXISTING LOCATIONS - The District reserves the right to require appropriate backflow prevention devices on new non-residential accounts at existing locations prior to providing water service.

52.0 TESTING AND MAINTENANCE REPORT FORM - The following form is a guideline and is subject to revision from time to time by the District Manager, or designee.

BACKFLOW ASSEMBLY TEST AND MAINTENANCE REPORT FORM

Date: _____
 Customer Name/Business Name: _____
 Street Address: _____
 Account Address (If different from Street Address): _____
 Assembly Manufacturer: _____
 Assembly Type: _____
 Assembly Serial Number: _____ Assembly Model Number: _____
 Assembly Location: _____ Size: _____

Check Valve No. 1	Relief Valve	Check Valve No. 2	Pressure Vacuum Breaker
<input type="checkbox"/> Leaked or <input type="checkbox"/> Closed Tight	Opened at: _____ psi Or did not open <input type="checkbox"/>	<input type="checkbox"/> Leaked or <input type="checkbox"/> Closed Tight	<i>Air Inlet:</i> did not open <input type="checkbox"/> Or opened at: _____ psi
Gauge pressure across Check valve: _____ psi	Outlet shut-off valve: <input type="checkbox"/> Leaked <input type="checkbox"/> Closed	Gauge pressure across Check valve: _____ psi	<i>Check Valve:</i> Leaked <input type="checkbox"/> Or held at: _____ psi
<input type="checkbox"/> Cleaned only Replaced: Rubber Kit <input type="checkbox"/> CV Assembly <input type="checkbox"/> or Disc <input type="checkbox"/> O-rings <input type="checkbox"/> Seat <input type="checkbox"/> Spring <input type="checkbox"/> Stem/guide <input type="checkbox"/> Retainer <input type="checkbox"/> Lock nuts <input type="checkbox"/> Other <input type="checkbox"/>	<input type="checkbox"/> RV Cleaned only Replaced: Rubber Kit <input type="checkbox"/> RV Assembly <input type="checkbox"/> or Disc <input type="checkbox"/> Diaphragm <input type="checkbox"/> Seat <input type="checkbox"/> Spring <input type="checkbox"/> Stem/guide <input type="checkbox"/> Other <input type="checkbox"/>	<input type="checkbox"/> Cleaned only Replaced: Rubber Kit <input type="checkbox"/> CV Assembly <input type="checkbox"/> or Disc <input type="checkbox"/> O-rings <input type="checkbox"/> Seat <input type="checkbox"/> Spring <input type="checkbox"/> Stem/guide <input type="checkbox"/> Retainer <input type="checkbox"/> Lock nuts <input type="checkbox"/> Other <input type="checkbox"/>	<input type="checkbox"/> Cleaned only Replaced: Rubber Kit <input type="checkbox"/> CV Assembly <input type="checkbox"/> Disc, Air Inlet <input type="checkbox"/> Disk CV <input type="checkbox"/> Seat CV <input type="checkbox"/> Spring Air Inlet <input type="checkbox"/> Spring CV <input type="checkbox"/> Retainer <input type="checkbox"/> Stem/guide <input type="checkbox"/> O-rings <input type="checkbox"/> Other <input type="checkbox"/>
Gauge pressure across Check valve: _____ psi	Relief valve opened at: _____ psi	Gauge pressure across Check valve: _____ psi	Air inlet: _____ psi Check Valve: _____ psi

Remarks: _____

I hereby certify that this data is accurate and reflects the proper operation and maintenance of this assembly.

Tester Signature: _____ Cert. No.: _____ Date: _____

Tested By (Print): _____ Time: _____

This Assembly: PASSED FAILED