



UNIFORM SERVICE POLICY (USP)

Policies, Procedures, Standard Details,
& Specifications
For
Water Distribution, Wastewater Collection,
Reclaimed Water & Irrigation Quality Water Systems

Revised: February 19, 2019

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TECHNICAL TERMS AND ABBREVIATIONS

The following definition of terms and abbreviations shall apply to the Uniform Service Policy (USP), the Uniform Extension Policy (UEP), Cross Connection Control Program (CCC), Wastewater Pumping Stations Specification, and other policies and procedures adopted by the Bay Laurel Center Community Development District.

Adopted Rate Schedule (ARS)

The rate schedule adopted by the Board of Supervisors (BOS) of the District establishing the rates, fees and charges for the District, as amended from time to time and shall become effective upon rulemaking and/or adoption by the District.

Allowance for Funds Prudently Invested (AFPI)

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

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 potable water, wastewater, and/or irrigation quality water 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 potable water, wastewater, and/or irrigation quality water 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.

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.

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.

Base Facility Charge (BFC)

A charge reflecting recovery of a portion of the fixed and non-variable costs of providing utility service. See current ARS.

Bank Draft (Electronic Funds Transfer (EFT))

Direct payment of monthly potable water, wastewater and/or irrigation quality water bills that are electronically deducted from a customer's bank account after completing and signing the pre-authorized direct bank payment plan form.

Board

The Board of Supervisors (BOS) is the governing body that oversees the operation of Bay Laurel Center Community Development District (the District).

Business Hours

Is defined as Monday through Friday 8:00 a.m. To 4:00 p.m. As amended from time to time.

Commercial

The commercial customer class which includes all non-residential (commercial, industrial, institutional, mixed residential/commercial, and common area irrigation, 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, wastewater, and/or irrigation quality water 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 or non-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, wastewater, and/or irrigation quality water service from the District and who is liable for the payment of that potable water, wastewater, and/or irrigation quality water service and shall abide by all of the District's rules and regulations.

Customer's Wastewater Installation

All pipes, fittings, fixtures and appliances or appurtenances 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 appurtenances 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.

Data Logger

A data logger is a report including graphical representation of a customer's consumption limited to ninety-six (96) days of service.

District

Bay Laurel Center Community Development District.

Domestic Wastewater

Wastewater generated by dwellings, commercial facilities, institutions, and the like.

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.

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 (GDP) for wastewater service and three hundred fifty (350) GDP for water service. See UEP.

Evapotranspiration

The process by which water is transferred from the land to the atmosphere by evaporation from the soil and other surfaces and by transpiration from plants.

Florida Administrative Code (FAC)

The Department of State's Administrative Code and Register Section is the filing point for rules promulgated by state regulatory agencies.

Florida Department of Environmental Protection (FDEP)

The state's lead agency for environmental management and stewardship – protecting our air, water and land.

Grease Interceptors (Grease Trap), Oil Separator

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.

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 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, 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 time, skill levels, supplies, and equipment required 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 current ARS.

Line Source

Emitters are placed externally in equally spaced holes or slits made along the irrigation line. Water applied from the close and equally spaced holes usually runs along the line and forms a continuous wetting pattern.

Marion County Land Development Code (LDC)

Contains all of the rules and regulations governing development of land in Marion County.

Master-Metered Irrigation

The customer class consisting of property owners' associations or the District providing potable water and/or irrigation quality water -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 Ratio Utility Billing Systems (RUBS) used to equally divide the utility costs by a number or occupants serviced by the master meter.

Match Precipitation Rates

Irrigation system or zone in which the irrigation heads have similar discharge rate for equal application of water.

Meter

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

Milligrams per Liter (mg/L)

A measurement describing the amount of a substance (such as a mineral, chemical or contaminant) in a liter of water. One milligram per liter is equal to one part per million.

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 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.

Parts per Million (ppm)

Concentration by volume of one part of a gas (or vapor), or by weight of a liquid or solid, per million parts of air or liquid.

Pounds per Square Inch (PSI)

PSI is a unit of pressure expressed in pounds of force per square inch of area.

Point of Collection

The point of connection, unless otherwise designated by the District.

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 the District.

Point Source

Emitters are attached externally 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 including landscape trees or shrubs.

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.

Rain Sensor

Device which prevents voltage from the controller from activating the valves or an irrigation system when a preset amount of rain fall occurs.

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.

Rotor

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

Service Connection

A piping connection between the Districts' main and a customer's system.

Service Lines

The customers' pipes (service laterals) which are connected to the District's potable water, wastewater and irrigation quality water mains at the applicable point of connection.

Service Policy

These policies, procedures, rules and regulations for potable water, wastewater and irrigation quality water utilities, as amended from time to time and shall become effective upon rulemaking and adoption by the District.

Service Rates or Rates

Means the District's applicable ARS and charges for water and wastewater services, including, by way of illustration and not limitation, connection fees, AFPI, 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

An irrigation fixture that emits water without rotating.

Stormwater

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 (UEP)

The Uniform Extension Policy adopted by the District, as amended from time to time and shall become effective upon rulemaking and adoption by the District.

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 potable water, wastewater and/or irrigation quality water service.

Wastewater

Means waste generated by dwellings, commercial facilities, institutions, and the like including industrial wastes and sewage, whether treated or untreated, which contributes to the wastewater treatment plant.

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 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 Non-Potable

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 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.

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GENERAL

Bay Laurel Center Community Development District, a special purpose district granted pursuant to Chapter 190 Florida Statutes, whose address is 8970 SW 79th Street Road, Suite A, Ocala, Florida 34481 (hereinafter the "District"), for the purposes set forth in this document.

1. 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's Board of Supervisors, absent which the District Manager's decision is final and binding. The decision of the District's Board of Supervisors on appeal shall be final and binding.

2. General Information

- 2.1. In the event the District's rules, regulations and policies are inconsistent with any statute, law or court order, the statute, law or court order shall prevail and the District's rules, regulations and policies shall be null and void to the extent of the inconsistency. These rules, regulations and policies apply to the current ARS, applications and contracts of the District. In the absence of specific written agreement to the contrary, these rules, regulations and policies apply without modification or change to each and every customer to whom the District renders potable water, wastewater or irrigation quality water service.
- 2.2. In the event that a portion of these rules, regulations and policies 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, regulations and policies for potable water, wastewater or irrigation quality water service unless such court order or decision shall so direct.

3. Withholding Service

- 3.1. 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.
- 3.2. 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 (USP) or any other District adopted policy or programs. The District will provide written notice by mail or posting at customer's service location at least five (5) days prior to discontinuance that service will cease unless the deficiency is corrected in compliance with the District's policies, procedures, and/or programs, resolved through mutual agreement or successfully disputed by the customer. When service is disconnected at the meter, a violation disconnection fee shall be assessed as established according to the District's current ARS. An additional violation reconnection charge shall be assessed when service is re-established.

4. Extensions Of Facilities

Extensions shall be made to the District's facilities in compliance with the District's Uniform Extension Policy (UEP) and Adopted Rate Schedule (ARS), as amended from time to time and shall become effective upon rulemaking and/or adoption by the District.

5. Limitation Of Use

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

- 5.1. 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 collection system. In no case shall a customer, except with the written consent of the District, extend their 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 may be owned by that same 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 all cost incurred for damages including restoration of services to original locations and wastewater services. These costs will be calculated on proper classifications and rate schedules with reimbursement made in full to the District.
- 5.2. Potable water service purchased from the District shall be used by the customer only for the purposes specified in the application or agreement for potable water service. Potable water service furnished to the customer shall be rendered directly to the customer through the District's individual meter and may not be re-metered by the customer for the purpose of selling or otherwise disposing of potable 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 potable 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 their lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish potable water service for adjacent property through one meter, even though such adjacent property may be owned by that same customer. In case of such unauthorized extension, re-metering, sale or disposition of service, customer's potable water service is subject to discontinuance until full payment is made of all cost incurred for damages including restoration of services to original locations for potable water services. These costs will be calculated on proper classification and rate schedules with reimbursement made in full to the District.
- 5.3. Under no circumstances shall any source of water other than the District's be connected to the District's potable 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 to verify compliance with policies, rules, and regulations.

- 5.4. 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 irrigation quality water service. Irrigation quality water service furnished to the customer shall be rendered directly to the customer through the 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 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 their 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 may be owned by that same 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 all cost incurred for damages including restoration of services to original locations for irrigation water services. These costs will be calculated on proper classification and rate schedules with reimbursement made in full to the District.
- 5.5. 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.
- 5.6. 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 residential customer install or utilize an individual potable water or irrigation water well on the customer's property ("on-site well"). The customer's potable water service, irrigation quality water service, and wastewater service shall, be 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 by non-residential customers only.

6. 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, Federal, State, Municipal, Local 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 two (2) hours, 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 publicized by website, phone, door tag, electronic

mail, 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 or any damages arising out of, connected with or related to such failure or fluctuations.

7. Type And Maintenance

- 7.1. The customer's pipes, appurtenances, and equipment shall be selected, installed, used and maintained by the customer in accordance with standard practices, conforming with the polices, 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, appurtenances, and equipment. The customer expressly agrees not to utilize any appliance, appurtenances or equipment which is not properly constructed, controlled and protected, or which may adversely affect the potable water, wastewater or irrigation quality water service. The District reserves the right to discontinue or withhold utility service to such appliance, appurtenances or equipment.
- 7.2. The District may inspect customer's potable water, wastewater, and/or irrigation quality water systems connected to the District's systems. The District may require disconnection, repairs, testing, measuring devices, or modifications when such customer's potable water, wastewater, and/or irrigation quality water 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 current District policies, procedures, and/or programs; or when private systems, at the discretion of the District, pose a threat to public health, safety, or welfare.

8. Third Party Reimbursement

The District is not liable for any payment to customers or contractors for work that was not authorized in writing by an approved District representative.

9. Change Of Customer's Installation

No changes or increases in customer's installation, that 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 all costs incurred from any changes resulting from a violation of this rule.

10. Inspection Of Customer's Installation

- 10.1. All customer's utility service installations and/or changes shall be inspected during installation by a licensed plumber and/or by a District representative to ensure that the customer's piping, appurtenances, and equipment have been installed in accordance with accepted utility practices, plumbing practices, applicable Federal, State, Municipal, and Local regulations and specifications. Where governmental inspection is required by local rules or ordinances, the District cannot render utility service until such inspections have 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 cost to the customer.

- 10.2. 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.

11. Protection Of District's Property

- 11.1. 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 representatives, or persons authorized by law, to have access to the District's pipes, appurtenances, and equipment.
- 11.2. In the event of any loss, or damage to the District's property located upon the customer's property caused by or arising out of an intentional act, carelessness, negligence or misuse by the customer or representatives on behalf of the customer, the cost of making good such loss or repairing such damage, including but not limited to 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.

12. Access To Premises

As a condition to granting potable water, wastewater and/or irrigation water quality service the user shall grant to the District's representative 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 the customer's installation to verify compliance with the District's rules, regulations, policies, and specifications including installation, maintenance and inspection or removing District property, and other incidental purposes to performance under or termination of the District's agreement with the customer and in such performance shall not be liable for trespass.

13. 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 the customer's property, for the purpose of rendering utility service both to the customer and to other customers of the District, including but not limited to 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 the 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.

14. 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 unless the District does not provide wastewater service to the premises.

15. 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, customers, or revenues from utility services sold.

16. 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 a District representative. Unauthorized connections rendered to the service are subject to immediate discontinuance without notice and the wastewater service will not be restored until such unauthorized connections have been removed and unless settlement is made in full for all penalties, damages, and wastewater service estimated by the District to have been used by reason of such unauthorized connection.

17. Unauthorized Connections – Potable Water and/or Irrigation Quality Water

Connections to the District’s potable water and/or irrigation quality water system for any purpose whatsoever are to be made only by employees of the District or under direct supervision of a District representative. 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 for all penalties, damages, and service estimated by the District to have been used by reason of such unauthorized connection.

18. Stormwater

No stormwater 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 stormwater drainage systems or drain fields. No stormwater 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 potable water, wastewater, and/or irrigation quality water service.

19. Termination Or Refusal Of Service

19.1. All utility services 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 services. 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 that 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:

- 19.1.1. Failure to pay required charges and/or fees for services;
 - 19.1.2. Failure of the customer to meet provisions of the developer's agreement or other agreements with the District;
 - 19.1.3. Failure to correct deficiencies in piping or other components upon the customer's property after reasonable notice thereof by the District;
 - 19.1.4. Use of service for any other property or purpose than that described in the permit or application;
 - 19.1.5. When requested by the customer, in which case resumption of service shall be accomplished in accordance with District policy.
- 19.2. 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:
- 19.2.1. Causing or allowing to exist a hazardous condition with respect to the location, use of or access to any utility service or component;
 - 19.2.2. 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;
 - 19.2.3. 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.

20. Cross-Connections Unlawful

It shall be unlawful for any person to cross-connect another source of water to the District's potable water and/or irrigation quality water system. For the purpose of this article, cross-connection shall mean any physical arrangement whereby the District's potable water and/or irrigation quality 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. Please refer to the District's Cross Connection Control Program for requirements.

21. Sanitary Sewer Lateral Enforcement

In regards to new construction, the sanitary sewer lateral will be inspected prior to the transfer of the

service from the builder to the new customer. In the event the sanitary sewer lateral is damaged, or debris/evidence of repairs to the lateral is found, the builder shall be subject to the sewer lateral re-inspection fee and the service will not be transferred to the new customer until the builder makes required repairs and televises the sanitary sewer lateral in the presence of a District representative.

ADMINISTRATIVE

22. Application and/or Transfer Of Residential Service

22.1. Owner Of Property

22.1.1. Utility service is furnished upon signed application accepted by the District and the conditions of such application are binding upon the customer.

22.1.2. Applicants shall furnish to the District the correct name, street address, driver's license, proof of ownership and legal description of the property to which the utility service is to be rendered. 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 as referenced in this policy. Upon receipt of a disconnection of service form, the water service may be disconnected and fees according to the current ARS shall apply. This does not relinquish the current District customer from being responsible for all charges and fees due and owing to the District until a new application is received and accepted by the District.

22.2. Lease and/or Rental Property

22.2.1. Utility service is furnished upon signed application accepted by the District and the conditions of such application are binding upon the customer.

22.2.2. Residential applicants shall furnish to the District the correct name, street address, driver's license, copy of the lease agreement signed by the property owner/manager and the owner authorization shall be required prior to service being rendered. 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, owner 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 as referenced in this policy. In the event of "change of ownership" the new owner is required to complete the application for services, owner authorization for rental services (if applicable), and all above described documentation. If the renter/lessee is delinquent or terminates service, the property owner listed on the owner authorization for rental services is responsible for all charges and or fees due and owing to the District until a new application is received and accepted by the District.

22.3. Commercial Service

- 22.3.1. Utility service is furnished upon signed application accepted by the District and the conditions of such application are binding upon the customer.
- 22.3.2. Applications for utility service requested by firms, partnerships, associations, corporations, and others (principals), shall be rendered only by duly authorized parties (agents), with proof of authorization furnished to the District (e.g., Sunbiz printout and a copy of the 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. Requirements and/or responsibilities as referenced in this policy shall be applicable.

23. Change of Occupancy

When change of occupancy takes place at any premises supplied by the District with utility services, the outgoing customer shall provide the District with written notice of the change not less than five (5) business days prior to the date of change by the outgoing customer, who will be held responsible for all utility services used on such premises until the succeeding occupant applies for utility service and pays the District a new customer deposit for its account and provides sufficient transfer documentation.

- 23.1. However, if such written notice has not been received, the application with all required documentation 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. In the event a customer owns multiple properties a security deposit shall be required for all properties served by the District. 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.
 - 23.1.1. In the event there are changes to an account due to marriage, death, divorce, power of attorney, etc. the District shall require the official legal documentation prior to making any changes on the account. The completion of a new application and a copy of the driver's license may be required in order to complete the request.
- 23.2. 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 property owner will continue to be responsible for all services rendered until such change has occurred.
- 23.3. In the event the account in which the meter is located is in foreclosure, the customer, or its successor or assignee shall be responsible for the services and shall remain in the customer's name. The account will continue to be charged accordingly based on the current ARS.

- 23.4. There shall be an account transfer fee for the transfer of service from the name of one person to the name of another, and all base fees shall be pro-rated according to the date of the final read which shall be shown in accordance with the District's Adopted Rate Schedule.

24. Customer Deposits

Before rendering service, the District shall require an applicant for service to provide a deposit calculated in accordance with the Districts' current ARS for each metered service, but such deposit shall not relieve the customer from complying with the District's policies for prompt payment.

24.1. Residential Deposits:

24.1.1. The District may determine to accept an alternative method for deposit. The applicant for service furnishes a letter of credit, transaction history, or copies of the monthly statements from another utility indicating the applicant has one (1) year of good account history (indicating charges and payments from the service provider) within the past twenty-four (24) months as defined below:

24.1.1.1. No late charges;

24.1.1.2. No uncollected items;

24.1.1.3. No returned checks;

24.1.1.4. No returned bank drafts; and

24.1.1.5. No service disconnects for payment default

24.1.2. Deposits held by the District shall not be refunded until the account is terminated. When the account is terminated, the deposit shall be applied to any and all outstanding charges for potable water, wastewater, and/or irrigation quality water services against the account. If the deposit exceeds the final bill, the balance of the deposit shall be refunded within forty-five (45) days.

24.1.3. A deposit shall not relieve the customer from complying with the District's policies for prompt payment. All bills are due and owing when rendered, if an account becomes delinquent the deposit shall not be applied to the past due amount and the District shall disconnect services. Services shall not be restored until all delinquent charges and associated fees are paid in full.

24.1.4. 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. When a customer terminates service the deposit (plus accrued non-compounded interest, if applicable) will be credited against the final account balance. If the deposit exceeds the final bill, the balance of the deposit shall be refunded within forty-five (45) days.

- 24.1.4. Upon reasonable written notice of not less than thirty (30) days, the District may require a new or additional deposit, in the event the deposit was previously waived or returned. Such notice shall be separate and apart from the monthly billing statement. The total amount of the required deposit shall be calculated in accordance with the Districts' current ARS.
- 24.1.5. Customers who previously paid a deposit prior to the adoption of the revised USP are still eligible to request their deposit back after twenty-four (24) months, provided their account is in good standing with the District.

24.2. Commercial Deposits:

- 24.2.1. Based on the magnitude of a deposit, management may provide the customer the opportunity for a payment plan. Payment plans must be requested in writing and may not exceed twelve (12) months, unless management 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 and potential interruption of service.
- 24.2.2. Deposits held by the District shall not be refunded until the account is terminated. When the account is terminated, the deposit shall be applied to any and all outstanding charges for potable water, wastewater, and/or irrigation quality water services against the account. If the deposit exceeds the final bill, the balance of the deposit shall be refunded within forty-five (45) days.
- 24.2.3. A deposit shall not relieve the customer from complying with the District's policies for prompt payment. All bills are due and owing when rendered, if an account becomes delinquent the deposit shall not be applied to the past due amount and the District shall discontinue services. Services shall not be restored until all delinquent charges and associated fees are paid in full.
- 24.2.4. Upon reasonable written notice of not less than thirty (30) days, the District may require a new or additional deposit, in the event the deposit was previously waived or returned. Such notice shall be separate and apart from the monthly billing statement. The total amount of the required deposit shall be calculated in accordance with the Districts' current ARS.
- 24.2.5. 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. When a customer terminates service the deposit (plus accrued non-compounded interest, if applicable) will be credited against the final account balance. If the deposit exceeds the final bill, the balance of the deposit shall be refunded within forty-five (45) days.
- 24.2.6. 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:

- 24.2.6.1. Federal, State and County Agencies;
- 24.2.6.2. Municipalities;
- 24.2.6.3. Special Taxing Districts;
- 24.2.6.4. School Board; and
- 24.2.6.5. Entities Lawfully Empowered to Levy And Collect Taxes.

25. 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 on the due date provided and shall be considered as received by customer when mailed or electronically sent to the mutually agreed upon delivery method. Non-receipt of bills by customer shall not release or diminish obligation of customer with respect to payment thereof.

25.1. Billing Schedule

The due date is printed on the bill. If the payment is not received in the District's office by the billing due date, the account is considered delinquent.

25.2. Measurement and Evidence of Consumption

25.2.1. 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.

25.2.2. 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.

25.3. 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; however, the District does not guarantee the service to be performed on the requested date. In the event that the transfer of service date 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.

25.4. Checks Payments

Check payments received may be processed electronically. By submitting a check for payment, customer authorizes the District to initiate an electronic debit from customer's bank account. By processing checks electronically, customer will not receive the canceled check back with their bank statement. If the District cannot collect the funds electronically, the

customer shall be required to provide an alternate payment method and fees shall be assessed to the account according to the current ARS as referenced in this policy.

25.5. Administrative Credits

At the discretion of management, credits may be applied to accounts based on unusual and/or extenuating circumstances.

25.6. Refund for Credit Balance

No refunds shall be made for a credit balance on an account until thirty (30) business days after the date of the last payment made to the District.

25.7. Adjustment of Bills

When a customer has been charged as a result of an incorrect application of the current ARS, incorrect reading of a water meter, or other similar reasons, the amount may be credited or billed to the customer for services rendered. The billing error must have occurred within the previous ninety (90) days, the customer is responsible to carefully review each bill for any billing errors so that errors can be promptly corrected.

25.8. Excessive Usage Credit (EUC)

To avoid the time and expense of an administrative hearing regarding a disputed abnormally high utility bill, an EUC may be provided by the District at the customer's request for customers that meet all of the following criteria:

25.8.1. The abnormally high usage for any one monthly reading cycle where the actual meter reading is four (4) times the average monthly usage for the past twelve (12) months for the customer at the specific service location. In the event a residential service location has less than twelve (12) months' usage history, the average usage for the subdivision in which the meter resides will be utilized to calculate the consumption; or in the event a commercial service location has less than twelve (12) months' usage history, the calculated usage during the AFPI determination will be utilized; and

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

25.8.3. The abnormally high usage is not the result of an act of the customer such as filling a pool, new landscape irrigation, frequent use of sprinklers, improper setting of irrigation timer, or hoses left running. In the event the abnormally high usage is caused by damaged irrigation system components, evidence of repairs shall be provided to the District prior to consideration.

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

25.8.5. The billing in question has occurred within the past one hundred eighty (180) days. 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 their average usage plus

the lowest tiered rate for any additional gallons above their 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 management's discretion, the initial EUC may be reversed and substituted with the subsequent EUC.

25.9. Payment Plans

Management may provide the customer the opportunity for a payment plan in extreme events where the customer does not have an 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 one hundred eighty (180) days, unless management 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 and potential disconnection of services.

25.10. Delinquent Bills

Bills are due on the due date provided on the billing statement, and shall be deemed delinquent if not paid on or before the due date. 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. Services shall be resumed only upon payment, in the form of a cashier's check, money order, credit card, or cash, of all past-due bills, accrued interest, and late payment charges, together with a violation disconnection of service charge and violation reconnection of service charge. 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 the District.

25.11. Returned Check Charge/Bank Draft

25.11.1. The District shall 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. Pre-authorization is required for the establishment of direct bank payments. The customer shall complete the electronic funds transfer authorization form. The District shall invoke any and all available penalties, service fees, service charge or civil actions, including but not limited to attorneys' fees, when checks or bank drafts are dishonored.

25.11.2. The District's receipt of a check or bank draft is considered to be a conditional payment until it is honored by the customer's bank. If the check or bank draft fails to clear the bank for any reason, it is considered a non-payment. Upon the District's receipt of dishonored check or bank draft, a notice will be sent to the customer indicating that the customer has 30 (thirty) days from receipt of notice to tender payment 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. Payment of delinquent accounts by a check or bank draft

failing to clear may result in immediate discontinuance of service at the District's discretion.

25.11.3. 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.

25.12. Late Charge

When a bill is delinquent, the District shall impose a late charge on the delinquent amount as set forth on the current ARS. Accounts that have been properly closed and issued a final bill are not subject to late charges.

25.13. Payment of Multiple Utility Service Bills

When more than one (1) utility service is provided by the District and 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 policies have been paid.

25.14. Discontinuance Of Service

Where a customer requests temporary discontinuance of service or when the District disconnects a customer for failure to pay utility service bills or other violations of these policies, the customer shall pay the applicable service disconnection charge. During a discontinuance of service, the District's base facility charges shall continue to accrue to the customer and/or the premises. When service is to be restored at the same premises, the customer, or its successor or assignee (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 charges 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.

25.15. Electronic Funds Transfer (EFT/ACH)

25.15.1. Proper documentation; such as voided check, savings deposit slip, or letter from financial institution, shall be furnished by the customer to establish EFT for each account. The EFT process may take up to two (2) billing cycles to take effect. The monthly statement will indicate when the EFT has been established. Customers who have elected to participate in EFT will have their payments automatically withdrawn from the designated banking account on the due date reflected on the monthly statement.

25.15.2. Customers who elect to change their bank account associated with their automatic payments are encouraged to keep their existing account active until charges post to the new bank account. The District shall not be responsible for any charges that are assessed to the customer from their financial institution due to an attempt to draft from a closed bank account, in addition the customer may be subject to an additional fee as referenced in this policy.

25.15.3. Customers who have terminated service with the District, will have their final bill drafted out of their designated account on the due date. Customers who elect to cancel their EFT must do so in writing.

26. Charges and Fees

The District shall charge the following fees and charges as set forth in the current ARS in accordance with the terms also stated below.

26.1. Miscellaneous Fees

26.1.1. Plan Review Fee

This charge would be levied for any costs associated with the review of any plans and/or documents associated with a new service.

26.1.2. Construction Plan Review Fee

This charge would be levied for any costs associated with the review of any plans and/or documents associated with a modified service.

26.1.3. Cross Connection Inspection Fee

This charge would be levied to recover the cost for the District, if in the opinion of the District, the customer's (residential or non-residential) premises operations have changed which would result in a possible risk to contaminate the public water system.

26.1.4. Backflow Preventer Maintenance Charge

This charge would be levied to recover the cost for the District to perform the required annual certification of each backflow prevention assembly to determine the assembly is compliant with the minimum requirements per the American Water Works Association (manual M-14).

26.1.5. Inspection Fee and/or Reinspection Fee

This charge would be levied to defray the cost of administering and monitoring a new connection to the distribution system before service is required, irrigation inspections, and sewer lateral inspections. The first irrigation inspection and/or sewer lateral inspection shall not incur the inspection charge; in the event the inspection fails subsequent inspections shall incur the charge.

26.2. Preliminary Charges

26.2.1. Residential Customer Deposit

See section referencing Residential Customer Deposit

26.2.2. Commercial Customer Deposit

See section referencing Commercial Customer Deposit

26.2.3. Rental Customer Deposit

See section referencing Residential Customer Deposit

26.2.4. Meter Installation /Initial Connection Charge

This charge would be levied for any costs related to installation and service initiation at a location where service did not exist previously.

26.3. Service Charges

26.3.1. Normal Disconnection Of Service

This charge would be levied when a service representative visits premises for the purpose of discontinuing service where a customer makes a formal request.

26.3.2. Normal Reconnection Of Service

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 formal customer request.

26.3.3. After Hours Normal Reconnection Of Service –

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 p.m. the service will be restored the following business day.

26.3.4. Violation Disconnection Of Service

This charge would be levied when a service representative visits premises for the purpose of disconnection of service for cause, including a delinquency in bill payment.

26.3.5. Violation Reconnection Of Service

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

26.3.6. After Hours Violation Reconnection Of Service

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 business day.

26.3.7. Premises Visit (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.

26.3.8. Grease Trap Non-Compliance Reinspection Fee

This charge would be levied when a grease trap is determined to be in non-compliance with the Districts standards and re-inspection is required to confirm the required repairs and maintenance have been completed.

26.3.9. Monthly Grease Trap Surcharge

This charge would be levied to recover the costs of regular inspections.

26.3.10. Meter Re-Read / Leak Inspection Fee

This charge would be levied to recover the costs when sending staff to a site at the request of a customer to reread the meter or perform a leak inspection and no problem can be found. The fee shall be charged when a customer requests a special meter reading or asks that a meter be reread though, in the opinion of the District, no reading is warranted.

26.3.11. Meter Accuracy Test (Meter Bench Test)

This charge would be levied to recover the costs per a customer's request to have calibration verification performed on their water meter as referenced in this policy.

26.3.12. Meter Change Out Fee

This charge would be levied to recover the costs when a customer requests changing the meter to a different size but the District has deemed that the change is unnecessary as referenced in this policy.

26.3.13. Meter Tampering Fee

This charge would be levied to recover the costs associated with customers who are found to have made meter connections that are in violation of District policies or alter utility services in any form. Charges are intended to recover the full restoration of

standard service, account for unbilled water usage, and act as a deterrent for future violations as referenced in this policy.

26.3.14.Data Logger

This charge would be levied to recover the costs for time and material to collect the usage history and determine frequency of consumption per the customer's request as referenced in this policy.

26.4. Administrative Charges

26.4.1. Account Transfer Fee

This charge would be levied to recover the cost of transferring customer information from one account to another as referenced in this policy.

26.4.2. Late Payment Charge

This charge would be levied to customers for delinquent bill payments as described in the Adopted Rate Schedule.

26.4.3. Returned Check Charges

This charge is set by the Florida Statutes 832.07 and 832.08, which describes this charge as a fixed fee dependent upon the face amount of the check. This fee occurs when a check is not honored by the customer's bank regardless of the reason. This charge reflects the added cost to the District for processing a returned check.

26.5. Other Miscellaneous Charges

26.5.1. Unauthorized Utility Service Use (Illegal Water Use)

This charge would be levied to individuals found to be using water illegally and are intended as punitive fee. Charges are intended to recover the full restoration of standard service, account for unbilled water usage, and act as a deterrent for future violations.

27.Fire Protection Rate Schedule

27.1. Private Fire Protection Charge

This charge would be levied if a customer desires to have additional fire protection for their business, in the form of a sprinkler system or other fire suppression system relying on the public water supply. This is applied so that the beneficiary of the fire protection system is paying their share for the public water system support of their private fire protection /suppression system in addition to estimated consumption.

OPERATIONS

28. Encroachments

Property Owner shall obtain written approval from the District prior to installing or constructing any structure or object, including, but not limited to, driveways, sidewalks, landscape rock, mulch, fences, gates, signs, trees or poles, within the easement area. In consideration of the District's consent to an encroachment Property Owner shall agree to indemnify and hold the District harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against the District as a result of or in any way connected to an encroachment approved by the District. In the event the District determines that it is necessary to construct, maintain, repair, remove or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of the District at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, the District shall have the right to remove the encroachment from the easement. In the event the District deems necessary the Property Owner shall pay all costs related to removing the encroachment from the easement incurred by the District.

29. Site Restoration

In the event the District must perform work on a customer's property, the District intends to restore a site back to its original condition within reason. The customer shall be responsible for establishing the new sod and/or plant material. In the event the customer is not satisfied with the new sod and/or plant material the customer shall have sixty (60) days to notify the District. The following items are the responsibility of the customer, including but not limited to:

- 29.1. Any decorative concrete stamping, paint, pavers, or any other decorative additions to the driveway and/or sidewalk;
- 29.2. Landscape curbing;
- 29.3. Specialized mulch;
- 29.4. Landscape rock;
- 29.5. Trees;
- 29.6. Specialized shrubs;
- 29.7. Fences;
- 29.8. Or any other items described in the section titled Encroachment.

30. 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 approved by the District within the premises to be served. The customer shall also

provide adequate and proper space for the installation of the meter and other similar appurtenances. The customer's installation for water and irrigation quality water service shall be so arranged that all water and irrigation quality water service shall pass through the meters. No temporary pipes, fittings, nipples, or spacers are permitted and under no circumstances are connections allowed which may permit potable water or irrigation quality water to by-pass the meter or metering equipment.

31.Data Logger

Certain meters have the capability to provide the data necessary to produce a report including graphical representation of a customer's consumption limited to the most recent ninety-six (96) days of service. This report is available upon written request to assist the customer in determining duration of the abnormal usage. One data logger (if available) will be provided as a courtesy at no charge to the customer per year from the previous requested data logger (if applicable). Additional requested data loggers, may result in charges according to the current ARS and payment shall be received prior to processing the request.

32.Meter Accuracy Test

Should any customer request a meter accuracy test of their meter, such request shall be in writing to the District. The District shall provide an estimate to the customer requesting the meter accuracy test for their authorization to proceed. The District shall not proceed until the estimate is executed by the customer and the payment to defray the cost of testing is received.

32.1. 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 in 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 according to American Water Works Association (AWWA) Manual M33. If the meter is found to register in excess of the accuracy limits the payment will be refunded; if below such accuracy limit, the payment will be retained by the District as a service charge for conducting the test.

32.2. 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. In meter accuracy 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. The refund shall not include any part of any base facility and account charges.

33.Irrigation

33.1. 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 supplement with additional potable water or irrigation quality water to its irrigation customers.

33.2. Standards

All residential and commercial irrigation shall comply with the irrigation performance standards detailed below:

33.2.1. In addition to the current Marion County Land Development Code (LDC) minimum requirements, the District has adopted the Florida Friendly Landscaping Practices for all customers utilizing the District's potable water and/or irrigation quality water systems for irrigation purposes. All customer landscaping and irrigation systems must be designed, constructed, and operated in accordance with these specifications as outlined in "The Florida Yards & Neighborhoods Handbook – 2015" and "The Florida Friendly Landscaping™ Guide to Plant Selection & Landscape Design". These documents are available for review at the District's administrative office or online at the following locations:

- [http://www.floridayards.org/landscape/The Florida Yards and Neighborhoods Handbook Web.pdf](http://www.floridayards.org/landscape/The_Florida_Yards_and_Neighborhoods_Handbook_Web.pdf)
- https://www.swfwmd.state.fl.us/sites/default/files/store_products/fynplantguide-web.pdf

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.

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

33.2.3. 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.

33.2.4. All uses of reclaimed water shall be in accordance with applicable rules of the FDEP, other regulatory bodies having jurisdiction, and the District's cross connection control program.

33.2.5. 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.

33.2.6. 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.

33.2.7. Residential Irrigation Requirements

The following 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.

- 33.2.7.1. Sod irrigation zones shall be separate from shrub irrigation zones, and no irrigation zone shall include both sod and shrub irrigation;
- 33.2.7.2. Irrigation for all shrub beds shall be point source drip irrigation not exceeding two (2) gph for shrubs three (3) gallon and larger, shrubs one (1) gallon and smaller shall be irrigated with low volume emitters. Subsurface drip line with preexisting emitters may be authorized at the Districts discretion based on the spacing of plant material. Spray type emitters shall not exceed fifty-three hundredths (0.53) gpm;
- 33.2.7.3. 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;
- 33.2.7.4. Irrigation installations shall use pressure regulated irrigation heads with built in check valves approved by the District;
- 33.2.7.5. Irrigation systems shall be hydro-zoned and matched precipitation rates to achieve maximum efficiency;
- 33.2.7.6. 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;
- 33.2.7.7. Large sod zones shall be irrigated using rotors or similar device to achieve maximum irrigating efficiency;
- 33.2.7.8. All irrigation zones shall have matched precipitation rates for best coverage;
- 33.2.7.9. A rain sensor shall be installed and control all irrigation zones, and shall be a 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 District;
- 33.2.7.10. All irrigation installations will include a pressure vacuum breaker backflow assembly per Florida building code. If a chemical injection system is present for any reason, a reduced pressure principle backflow assembly is required, see the District’s cross connection control program for additional details;
- 33.2.7.11. Rain sensor and related wire shall be installed per manufacturer specifications and shall meet manufacturers’ wire gauge specifications;

- 33.2.7.12. 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;
- 33.2.7.13. 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.

33.2.8. 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.

- 33.2.8.1. Sod irrigation zones shall be separate from shrub irrigation zones, and no irrigation zone shall include both sod and shrub irrigation;
- 33.2.8.2. Irrigation for all shrub beds shall be point source drip irrigation not exceeding two (2) gph for shrubs three (3) gallon and larger, shrubs one (1) gallon and smaller shall be irrigated with low volume emitters. Subsurface drip line with preexisting emitters may be authorized at the Districts discretion based on the spacing of plant material.
- 33.2.8.3. Irrigation systems shall be hydro-zoned and matched precipitation rates to achieve maximum efficiency;
- 33.2.8.4. All irrigation systems two inches (2”) and greater shall be installed with a “normally closed” master valve assembly and flow monitoring controller;
- 33.2.8.5. Irrigation installations shall use pressure regulated irrigation heads approved by the District;
- 33.2.8.6. Where coverage is limited due to proximity of adjacent structures, the use of end strip/side strip nozzles shall be required;
- 33.2.8.7. Large sod zones shall be irrigated using rotors or similar device to achieve maximum irrigating efficiency;
- 33.2.8.8. All irrigation zones shall have matched precipitation rates for best coverage;
- 33.2.8.9. A rain sensor shall be installed and control all irrigation zones, and shall be hunter solar sync evapotranspiration sensor, or other smart irrigation technology sensor approved by the District;
- 33.2.8.10. All irrigation installations will include backflow prevention assembly approved by the District;

- 33.2.8.11. Rain sensor and related wire shall be installed per manufacturer specifications and shall meet manufacturer's wire gauge specifications;
- 33.2.8.12. Customers will be allowed a thirty (30) day grow in period upon installation of landscape material and sod; after thirty (30) days customers will be responsible for adhering to irrigation restrictions;
- 33.2.8.13. All landscape and irrigation construction drawings shall be reviewed and approved by the District prior to submittal to Marion County;
- 33.2.8.14. 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.

33.2.9. Irrigation 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. In the event the irrigation system fails to meet the requirements of this policy, the customer shall be subject to the irrigation re-inspection fee. 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 disconnected until such systems come into compliance with this policy. In general, five (5) business days notification of proposed disconnection 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 charges in accordance to the current ARS for violations of this policy. In regards to new construction, the irrigation system will be inspected prior to the transfer of the service from the builder to the new customer. In the event the irrigation system fails to meet the requirements of this policy, the builder shall be subject to the irrigation re-inspection fee and the service will not be transferred to the new customer until the builder brings the irrigation system into compliance with this policy.

34. Grease Interceptors (Grease Traps) and Oil Separators

All commercial food preparation facilities and all other facilities generating wastewater with high grease and/or oil concentrations shall have a grease interceptor(s) to prevent these wastes from discharging into the District's sanitary wastewater system. Location and type of grease interceptor(s) used shall be approved, in writing, by the District and all applicable regulatory agencies. Grease interceptor(s) shall be properly maintained by the customer or owner as referenced in this policy. Design and maintenance of grease interceptor(s) shall be in accordance with the Florida 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, the District shall inform tenant and/or owner of premises to properly repair and maintain or replace, if necessary, said grease interceptor(s). Failure to

cease discharging wastewater with high grease and/or oil concentrations shall be cause for discontinuance of potable water, wastewater, and/or irrigation quality water services (if applicable). In the event the tenant and/or owner refuses to maintain the grease interceptor(s) the District may have the grease interceptor(s) maintained at the cost of the tenant and/or owner.

35. Grease Interceptors Inspection Required

All grease interceptor(s) within the service area shall be inspected by District representative, at intervals to be determined by the District, to ensure that such grease interceptor(s) are not in need of maintenance and/or repairs. Should an establishment elect to contract with a licensed third party vendor for grease trap maintenance, proof in the form of a contract with such vendor must be supplied to District prior to thirty (30) days before the next inspection interval. In the event the tenant and/or owner refuses to provide a contract with a third party vendor the District will have said grease interceptor(s) maintained at the cost of the tenant and/or owner.

- 35.1. If a District representative determines that any grease interceptor needs maintenance or repairing the establishment shall have ten (10) days to do the necessary work. If the required work is not completed within ten (10) days, the District may suspend utility service to the establishment until the required work is completed. All required work shall be done by third party vendors licensed for such work by the Marion County Health Department.
- 35.2. The District shall perform inspections, at intervals determined by the District, of each establishment's grease interceptor(s) to insure compliance with the requirements of this section. There shall be an inspection fee for each grease trap as set forth in the current ARS, which shall be billed to the establishment on the monthly billing statement.

36. Hazardous Wastes

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

37. Prohibited Discharges

- 37.1. 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.
- 37.2. 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 including but not limited to:
 - 37.2.1. Any liquid having a temperature higher than one hundred fifty (150) degrees Fahrenheit;
 - 37.2.2. Any water or waste containing fats, oils and greases with more than one hundred (100) ppm or exceed a daily average of twenty-five (25) ppm;

- 37.2.3. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;
- 37.2.4. 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 wastewater treatment plant;
- 37.2.5. 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;
- 37.2.6. 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 wastewater system;
- 37.2.7. 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	100	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	

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

- 37.2.8. Any water or waste containing phenols in excess of five thousandths (0.005) ppm;

- 37.2.9. 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;
- 37.2.10. Any toxic radioactive isotopes, without a special permit;
- 37.2.11. Any water or waste which, after treatment, would cause the District to violate any Federal, State, and/or Local laws or regulations.

38. Penalties and Enforcement

The following escalating enforcement strategy may be used by the District when customers are out of compliance (see Figure 1 for Flow Chart). The various types of enforcement actions shall be used as determined by the District depending on the circumstances of the violation.

- 38.2. 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.
- 38.3. The industrial user will review its self-monitoring data to determine whether a violation of this section and/or of its permit limitations has occurred. If a violation has occurred, the industrial user must provide to the District within twenty-four (24) hours:
 - 38.3.9. Notification that a violation has occurred.
 - 38.3.10. Magnitude and nature of the violation.
 - 38.3.11. Details regarding analytical quality assurance.
- 38.4. Failure to comply with the twenty-four (24) hour notification requirement will result in an administrative fine to be determined by the District.
- 38.5. Upon the determination that a violation has occurred, the industrial user shall resample the final discharge for the violated parameter. The resampling data must be submitted to the District within thirty (30) days of violation discovery. Failure to resample and report the results within thirty (30) days is a violation of this policy and Florida Administrative Code (FAC) 62-625.600(6)(b) if the industrial user fails to resample and submit results in compliance with this policy and/or their industrial user permit within thirty (30) days, the District will issue a fine and notice of violation (NOV).
- 38.6. If the industrial user resamples and submits results out of compliance with this policy and/or their industrial user permit the District will issue a NOV. Continued failure to comply within sixty (60) days from original violation thereafter will result in an issuance of a notice of monthly fine (NMF) to be determined by the District.
- 38.7. Fines of the same amount will continue to be assessed on a monthly basis until compliance is achieved or service is terminated. 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 sixty-day (60) compliance schedule to determine the need to make operational

adjustments, install, construct, improve, modify, or expand the existing pretreatment facilities.

- 38.8. Failure to respond within fifteen (15) days will result in an additional 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 sixty-day (60) compliance schedule, the industrial user determines that pretreatment facilities or modifications are required, the industrial user will inform the District of such and submit a draft construction schedule.
- 38.9. Upon completion of the sixty-day (60) compliance schedule, the District will review the DOC data to determine whether compliance has been achieved. Failure to demonstrate compliance during the sixty-day (60) schedule will result in the District issuing a second NOSV requiring the industrial user to submit within fifteen (15) days of receipt of the NOSV a draft compliance schedule to install, construct, improve, modify, or expand the existing pretreatment facilities. Failure to respond within fifteen (15) days will result in an additional fine to be determined by the District per violation. Continued failure to comply within sixty (60) days of the second NOSV thereafter will result in an increase in the NMF by twenty-five (25) percent.
- 38.10. Upon receipt of the draft compliance schedule, the District will issue the compliance schedule as a condition of continued operation. Approval of the design engineer and the facility design is required by the District. A DOC 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.
- 38.11. If the 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 wastewater services terminated.
- 38.12. 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 and will convert to Notice of Daily Fine (NDF) and a final compliance schedule will be required within fifteen (15) days of the show cause hearing. Failure to respond within fifteen (15) days will result in disconnection of service. If the compliance schedule included the requirement to install, construct, improve, modify, or expand the existing pretreatment facilities and after completion of improvements fails to comply with the provisions of this policy and/or their industrial user permit the potable water and wastewater service will be disconnected by the District.

- 38.13. 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 potable water and wastewater service will be disconnected by the District.
- 38.14. Penalties for violations not addressed in this section will be assessed at the discretion of the District.

39. Industrial User Permit Fees and Penalties

- 39.2. 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 |

39.3. Other fees, charges, costs, fines and penalties are listed as referenced in this policy.

39.4. Industrial wastewater surcharge rates shall be as listed below:

BOD	\$0.20/lb
TSS	\$0.20/lb
Fats, Oil & Grease (FOG)	\$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.

- 39.5. The District may revise the permit fees and penalties from time to time and shall become effective upon rulemaking and/or adoption by the District.
- 39.6. Any fines, penalties, fees and costs imposed against or incurred by the District arising out of, in connection with or resulting from a violation as referenced in this policy shall be assessed against the violator in addition to any other fees, surcharges or penalties imposed against violator.

40. Civil and Criminal Remedies

- 40.2. 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 as reference in this policy or to recover damages. In accordance with rule 62-625.500(2)(a)5.a., F.A.C., the District shall impose a

minimum civil and criminal penalties of one thousand dollars (\$1,000.00) per day per violation. The District may recover 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.

- 40.3. When the District finds that a user has violated, or continues to violate, any provision as referenced in this policy, 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 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.
- 40.4. A user who willfully or negligently violates any provision as referenced in this policy, 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.
- 40.5. 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.
- 40.6. 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, a permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required as referenced in this policy 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.
- 40.7. 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.
- 40.8. A list of all users that have been in significant noncompliance with applicable pretreatment standards and requirements during the three hundred sixty-five (365) previous days 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:
 - 40.8.9. 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 one hundred eighty (180) day period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter.
 - 40.8.10. 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 one hundred eighty (180) day 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).

40.8.11. 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).

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

40.8.13. 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.

40.8.14. Failure to provide, within thirty (30) days after the due date, required reports such as baseline monitoring reports, ninety (90) day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules.

40.8.15. Failure to accurately report noncompliance.

40.8.16. Any other violation or group of violations that the District determines will adversely affect the operation or implementation of the pretreatment program.

40.9. The remedies as referenced in this policy are not exclusive. The District may take any, all, or any combination of these actions against a noncompliant industrial user. Enforcement of pretreatment violations will generally be in accordance with the District's policies. However, the District may take other action against any industrial user when the circumstances warrant. Further, the District is empowered to take more than one enforcement action against any noncompliant industrial user.

41. Industrial Wastes

41.2. 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 as referenced in this policy. 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.

41.3. In order to control the admission of industrial wastes approval shall be required if the discharge into the public sewers include the following:

41.3.9. A five (5) day, twenty (20) degree Celsius bod greater than three hundred (300) ppm;

41.3.10. A suspended solids content greater than three hundred fifty (350) ppm;

- 41.3.11. Chlorine demand greater than fifteen (15) ppm;
- 41.3.12. An average daily flow greater than five percent (5%) of the average daily sewage flow at the sewage treatment works;
- 41.3.13. Any toxic substance;
- 41.3.14. 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.
- 41.4. 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, complete and submit to 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.
- 41.5. Any person desiring to make a connection to the District's wastewater system for the purpose of discharging industrial wastes to the wastewater system shall complete and submit to 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.
- 41.6. 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 their representative. Analysis shall be made by a laboratory accredited with the state of Florida Department of Health (DOH), Bureau of Public Health Laboratories complying with FAC 64-1 for the examination of environmental samples in the respective analysis categories.

42. Tampering

It is prohibited to:

- 42.2. Willfully alter, tamper with, damage, or knowingly suffer to be damaged 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 potable water and/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 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, 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, damaged, or altered;
- 42.3. 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 potable water, wastewater or irrigation quality water, or to cause to be supplied

any service or potable 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 of such potable water, wastewater or irrigation quality;

- 42.4. Use or receive the direct benefit from the use of District potable water, wastewater or irrigation quality water knowing, or under such circumstances as would induce a person to believe, that such direct benefits have resulted from any tampering with, altering of, or damage 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;
- 42.5. 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 fee (if applicable), including the cost of damages incurred by the District as a result of such violation together with the cost of potable 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.

43. Fire Flow

43.2. Private fire service connections

43.2.9. 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 District approved backflow prevention assembly installed by the customer at their expense in each connection to prevent the water from these secondary supplies from flowing into the District's utilities. All installations are subject to District inspection.

43.2.10. The customer shall not draw any water whatsoever through this connection for any purpose except for the suppression of fires, or for periodic tests of the fire system. 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.

43.2.11. 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.

43.2.12. 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.

43.2.13. 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.

43.3. Fire hydrant location

Fire hydrant location shall be governed by Marion County LDC standards, as may be amended from time to time.

43.4. Fire flow

Minimum fire flow shall be governed by Marion County LDC standards, as may be amended from time to time.

43.5. 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. It shall be the responsibility of the property owner to remove any visual screening installed or allowed to encroach within eight (8) feet of the fire hydrant. If the property owner refuses to remove the visual screenings, the District shall remove and the property owner shall be responsible for the related costs.