

11.16.17

**BABCOCK RANCH WATER UTILITIES  
POLICIES MANUAL (NOVEMBER 16, 2017)**

## **TABLE OF CONTENTS**

**DECLARATION OF POLICIES**

**DEFINITIONS**

**WHAT IS AN EQUIVALENT RESIDENTIAL CONNECTION (ERC)?**

**POTABLE WATER, WASTEWATER AND IRRIGATION QUALITY WATER RATE AND FEE  
SCHEDULE**

**RESERVING CAPACITY AND AVAILABILITY LETTERS**

**EXTENSION POLICIES**

**SERVICE POLICIES**

**ATTACHMENTS**

## DECLARATION OF POLICIES AND OVERVIEW

1. Babcock Ranch Water Utilities (“**Utility**”) is a division of the Babcock Ranch Community Independent Special District (“**District**”), which was established by action of the District’s Board of Supervisors (“**Board**”) with the adoption of Resolution 2017-08. The Utility, through MSKP Town and Country Utility, LLC, and Babcock Ranch Irrigation, LLC, operates and maintains the Utility System which provides Utility Service to Customers within the boundaries of the District, which includes the Babcock Ranch Community.
2. All capitalized terms shall be as defined in the **Definition Section** unless defined herein. Due to common usage, certain words, such as, for example, “water”, “waste water”, “customer”, “general contractor”, to name a few may be uncapitalized in this policies manual, but remain as defined in the Definition Section.
3. **The District specifically reserves the right to fix and determine rates, charges and contributions required for connection to the Utility System and the provision of Utility Service to Customers as provided herein and as authorized by law, and to amend same from time to time. Please consult the adopted Potable Water, Wastewater and Irrigation Quality Water Rate & Fee Schedule (“Rate Schedule”) for the current rates, fees and charges referred to in these policies.**
4. All documents referenced in this Policies Manual can be found on the District’s website, [www.babcockranchcommunityisd.com](http://www.babcockranchcommunityisd.com).
5. In the exercise of its governmental responsibility to provide for the health, safety and welfare of all Customers and Consumers ,the District has the authority and responsibility to unilaterally, at any time and from time to time, amend its policies and schedules of rates, charges and contributions to ensure the perpetuation of Utility Service (“**District Police Power**”), and that this District Police Power is automatically incorporated into every oral or written representation and every application, account and contract with the District.
6. Any dispute between the District and a property owner or a Customer regarding the meaning or application of any provision of these policies, 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 Board, absent which the District Manager’s decision is final and binding. The decision of the Board on appeal shall be final and binding.
7. In the event these policies are inconsistent with any statute, law or court order, the statute, law or court order shall prevail, and these policies shall be null and void to the extent inconsistent. In the absence of specific written agreement to the contrary, these policies apply without modification or change to each and every property owner, Customer or Consumer desiring to connect to, or connected to the Utility System and to whom the District renders Utility Service. In the event that a portion of these 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 policies herein unless such court order or decision shall so direct.
8. Irrigation Quality Water. As utilization of irrigation quality water is an integral component of the District’s wastewater disposal system, it shall be the obligation of each Consumer and Customer to accept irrigation quality water from the District, at such times, including during

11.16.17

wet weather, and in such flows as determined by the District from time to time, provided however this policy does not commit nor obligate the District to provide any or a specific amount of irrigation quality water to the Customers.

## **DEFINITIONS**

The following definition of terms and abbreviations shall apply to the District's policies.

**ACT** – Chapter 2007-306, Laws of Florida, as amended from time to time.

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

**ALLOWANCE FOR FUNDS PRUDENTLY INVESTED** or **AFPI** – The mandatory fee required from all new Customers designed to recover the carrying costs of Utility System capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating, lease, renewal and replacement expenses necessary to maintain excess system capacity for future use.

**APPLICANT** – Any individual, firm, association, syndicate, co-partnership, corporation, trust or any other legal or juridical entity, or their duly authorized representative conducting activities under these regulations.

**APPROVED** – Accepted by the District as meeting an applicable stated specification or citation or as suitable for the proposed use.

**ATMOSPHERIC VACUUM BREAKER BACKFLOW PREVENTER** – A backflow prevention device which is operated by atmospheric pressure in combination with the force of gravity. The unit is designed to work on a vertical plane only. The one moving part consists of a poppet valve which must be carefully sized to slide in a guided chamber and effectively shut off the reverse flow of water when a negative pressure exists.

**AUXILIARY WATER SUPPLY** – Any water supply on or available to the premises other than the District's approved public water supply. These auxiliary water supplies 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 irrigation quality water); or industrial fluids. These waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

**AWG** – American Gauge Wire.

**BACKFLOW** – The undesirable reversal of flow in the District's potable water distribution system as a result of a cross-connection.

**BACKFLOW PREVENTER** – A device installed to prevent contaminants of any kind from entering the potable water supply system via backpressure and/or back-siphonage.

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

**BACK SIPHONAGE** – Backflow caused by negative or reduced pressure in the supply piping.

**BANK DRAFT** – Direct payment of monthly water, wastewater and irrigation quality water bills electronically deducted from Customer's bank account after completing and signing the Pre-Authorized Direct Bank Payment Plan form.

**BASE FACILITY CHARGE** – The monthly cost of having the Utility System in place and prepared to serve the Customer. This charge is designed to recover those capital expenses that are fixed, do not vary with consumption or temporary discontinuance, and are not recovered from separate charges.

**CONNECTION FEE** – Also known as Allowance for Funds Prudently Invested (or AFPI), the mandatory fee required from all new Customers designed to recover the carrying costs of Utility System capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating, lease, renewal and replacement expenses necessary to maintain excess system capacity for future use.

**COMMERCIAL** – The commercial Customer class which includes all non-residential (commercial, industrial, institutional and mixed residential/commercial, governmental, civic, etc.) purposes and as distinguished from the Single-Family Residential and Multi-Family service classes.

**COMMODITY CHARGE** – The cost of providing water, and/or collecting, treating and disposing of sewage, such as chemicals, electricity, labor and other related costs. This cost is variable and depends on consumption as provided in the rate schedule.

**CONSUMER** – Any person, firm, association, corporation, governmental agency or other entity or organization utilizing the services of the Utility System, whether or not a Customer. A Consumer, who is not also a Customer, is, by way of example only, a family member, visitor, invitee, client, customer, employee, partner, associate, tenant, etc., of the Customer who is granted permission (impliedly or otherwise) to be on the property of the Customer.

**CONTAMINATION** – An impairment of a water supply by the introduction or admission of any foreign substance that degrades the quality and creates a health hazard.

**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 potable water.

**CROSS-CONNECTION CONTROL BY CONTAINMENT** – The installation of an approved backflow-prevention assembly at the water service connection to any Customer's premises, where it is physically and economically unfeasible to find and permanently eliminate or control all actual or potential cross-connections within the Customer's water system; or it shall mean the installation of an approved backflow-prevention assembly on the service line leading to and supplying a portion of a Customer's water system where there are actual or potential cross-connections that cannot be effectively eliminated or controlled at the point of the cross-connection.

**CUSTOMER** – The person (including the developer of lands within the District), firm, association, corporation, government agency or other entity or organization who has entered into an agreement to receive Utility Service from the District and who is liable for the payment for that Utility Service and shall abide by all the District's rules and regulations. A Customer is typically the fee simple owner of the lands being connected to the Utility System and benefitting from the Utility Service. However, in the case where the Customer is not the fee simple owner, the fee simple owner shall sign the application for Utility Service, acknowledging its approval to the establishment of an account in someone or an entity other than itself, and to the application of these Policies to such account.

**CUSTOMER'S IRRIGATION WATER QUALITY SYSTEM** – All pipes, fittings, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an

installation for utilizing irrigation quality water for any purpose ordinarily located on the Customer's side of "Point of Delivery" whether owned by Customer, or the fee simple owner, if different than the Customer.

**CUSTOMER'S WASTEWATER SYSTEM** – All pipes, fittings, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for disposing sewage located on the Customer's side of "Point of Collection", whether owned by Customer, or the fee simple owner, if different than the Customer.

**CUSTOMER'S WATER SYSTEM** – All pipes, fittings, valves, fixtures and appliances or apparatus of every kind and nature used in connection with, or forming a part of, an installation for utilizing water for any purpose ordinarily located on the Customer's side of "Point of Delivery", whether owned by Customer, or the fee simple owner, if different than the Customer.

**DISTRICT MANAGER** – The District Manager of Utility, pursuant to the Act.

**DISTRICT POLICIES** – Those policies, adopted from time to time by the District, governing the extension of the Utility System to a Property, the connection of the Property to the Utility System, and the provision of Utility Service to Customers.

**DOMESTIC WASTEWATER** – Wastewater generated by the Customer's Wastewater System.

**DOUBLE CHECK VALVE BACKFLOW PREVENTER** – The approved double check valve assembly consists of two internally loaded check valves, either spring loaded or internally weighted, installed as a unit between two (2) tightly closing resilient-seated shutoff valves and fittings with properly located resilient-seated test cocks. This assembly shall only be used to protect against a non-health hazard (that is, a pollutant).

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

**EQUIVALENT RESIDENTIAL CONNECTION (ERC)** – A potable water and wastewater system capacity equivalency unit which corresponds to the demand an average single-family residential category of Customer places on the Utility System. This capacity equivalency unit is utilized to establish the proportional system demand for various sized connections and uses.

**EVAPOTRANSPIRATION** – Combination of water transpired from vegetation and evaporated from the soil and plant surfaces.

**FDEP** – Florida Department of Environmental Protection.

**GPD** – Gallons per day.

**GPCD** – Gallons per capita per day.

**GPH** – Gallons per hour.

**GPM** – Gallons per minute.

**GREASE TRAP/OIL SEPARATORS** – A device for separation of grease, oil or similar deleterious substances from wastewater by flotation, so that it can be removed from the surface prior to discharge into the wastewater system.

**HAZARD, DEGREE OF** – The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.

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

**HAZARD – NON-HEALTH** – A cross-connection or potential cross-connection involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable if introduced into the potable water supply.

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

**HAZARD – SYSTEM** – An actual or potential threat of severe damage to the physical properties of the District’s potable water system or the Customer’s internal plumbing, or a pollution or contamination that would have a protracted effect on the quality of the potable water in the system.

**HAZARDOUS WASTE** – Any substance, waste or product that is potentially damaging to environmental health because of toxicity, ignitability, corrosivity, chemical reactivity, radioactivity, infectious characteristics, or any other reason.

**HYDRO-ZONED** – Grouping of plants with similar water requirements so that they can be irrigated with a common zone.

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

**INDUSTRIAL USER** – Any Customer or other party discharging industrial (non-domestic) wastewater into the District’s wastewater system.

**INDUSTRIAL WASTEWATER** – Wastewater generated by industrial or commercial sources or processes subject to Subsection F of Industrial Users section of the Services Policies, including reject water from reverse osmosis treatment units.

**IRRIGATION METER** – A meter set on a property served by water and wastewater, which measures water used solely for the purpose of irrigation.

**IRRIGATION QUALITY WATER** – Non-potable water, from various sources, of a quality sufficient for irrigation uses, including surface water, groundwater and other non-potable water.



**IRRIGATION QUALITY WATER MAIN** – A pipe, conduit, or other facility installed to convey irrigation quality water service to individual service lines or to other mains.

**LABOR** – Level of effort related to the assignment of man-hours and skill levels on the average, and includes supplies and equipment required, for the completion of a particular activity/service, as outlined on the adopted Rate Schedule.

**LOT (or PROPERTY)** – A lot, tract or parcel of land, which is part of a plat which has been lawfully recorded in the plat books in the office of the Clerk of the Circuit Court of Lee or Charlotte County, Florida, and is in compliance with Chapter 177 of the Florida Statutes, or a parcel of land, the deed of which was lawfully recorded in the office of the Clerk in the Circuit Court of the respective county.

**LOT FRONT** – The distance measured along a line between the points of intersection of the side lot lines with the street right-of-way or easement.

**LOT LINE** – A line which designates the boundary of a lot.

**LOT LINE FRONT** – The lot line which divides the lot from a street right-of-way or easement.

**LOT LINE SIDE** – Any lot line other than a front or rear lot line, dividing said lot from the neighboring lot.

**MATCH PRECIPITATION RATES** – System or zone in which all the heads have similar precipitation rates.

**METER** – A device used to measure potable water or irrigation quality water delivered to a Customer by the District.

**MG/L** – Milligrams per liter.

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

**MIXED LOAD** – Waste that is partially treated or low-strength waste (<50 mg/l BOD not just CBOD).

**MOISTURE SENSOR** – Instrument which monitors soil water content, or a device that monitors or measures soil water content of tension.

**MULTI-FAMILY CUSTOMER** – The Customer class consisting of all master-metered potable water and irrigation quality water 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.

**NON-POTABLE WATER** – Water that is not safe for human consumption.

**NOZZLE** – Final orifice through which water passes from the sprinkler or emitter to the atmosphere.

**POINT OF CONNECTION** – The point where the District's pipes, mains or meters are connected with the pipes of the Customer. Typically, the "Point of Connection" to the District's water system is at the discharge side of the potable water meter; to the District's wastewater system is at the wastewater

cleanout on the Customer's property; and to the District's irrigation quality water system at the discharge side of the irrigation quality water meter.

**POINT OF DELIVERY** – The point of connection, unless otherwise designated by District.

**POINT OF SERVICE** – Generally, the point where the pipes or meters of Utility are connected with pipes of the property owner as further defined in the policies of the Utility.

**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 in orchards, vineyards and for landscape trees or shrubs.

**POLICIES** – This Policies Manual of the District, adopted by the Board and amended from time to time. Individual parts or sections of the Policies may be referred to singularly as a Policy.

**POLLUTION** – The presence of any foreign substance in water that tends to degrade its quality so as to constitute a non-health hazard or impair the usefulness of the water.

**POTABLE WATER** – Water that is considered satisfactory for human consumption and domestic use.

**PPM** – Parts per million.

**PRESSURE REGULATING VALVE (PRV) OR PRESSURE REGULATOR** – Device which maintains constant downstream operating pressure (immediately downstream of the device) that is lower than the upstream pressure.

**PRESSURE VACUUM BREAKER (PVB)** – Backflow device configured with a spring-loaded float and an independent spring-loaded check valve which is designed to close with the aid of a spring when flow stops. It also has an air inlet valve which is designed to open when the internal pressure is one (1) psi above atmospheric pressure so that no non-potable liquid may be siphoned back into the potable water system. Being spring-loaded, it does not rely upon gravity as does the atmospheric vacuum breaker. This assembly includes resilient seated shut-off valves and test cocks. The PVB must be installed at least twelve inches (12") above all downstream piping and outlets. The PVB may be used to protect against a pollutant or contaminant, however, it may only be used to protect against back-siphonage. It is not acceptable protection against backpressure.

**PROPERTY OWNER** – Any person having a legal or equitable interest in real property (regardless of property size), whether or not a Customer or Consumer.

**PSI** – Pounds per square inch.

**RAIN SENSOR** – Device which prevents voltage from the controller from activating the valves or an irrigation system when a preset amount of rain falls.

**RATE SCHEDULE** – The schedule adopted by the Board of Supervisors of the District establishing the Connection Fees and other rates and fees, as well as other charges, fees and fines for the District, as amended from time to time.

**REDUCED-PRESSURE PRINCIPLE BACKFLOW PREVENTER** – The approved reduced-pressure principle backflow prevention assembly consists of two (2) independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and below the first check valve. These units are located between two (2)

tightly closing resilient-seated shutoff valves as an assembly and equipped with properly located resilient-seated test cocks.

**ROAD PUSH FEE** – A fee that is required if the main must be tapped on the opposite side of the road from the property requesting service.

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

**SERVICE CONNECTION** – A piping connection between the Utility System and any of the following: Customer's Water System, Customer's Wastewater System or a Customer's Irrigation Water Quality System. The District owns and maintains the piping up to the point of connection.

**SERVICE INITIATION** – The date a potable water meter is set or a wastewater connection is made for a Customer.

**SERVICE LINES** – The Customers' pipes (service laterals) which are connected to the District's wastewater mains, water mains and irrigation quality water mains at the applicable "point of connection".

**SFWMD** – South Florida Water Management 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 (master metered) Customer classes.

**SPRAY HEAD** – Sprinkler head that does not rotate.

**STORMWATER** – The water which results from and occurs immediately following a rainfall event; water produced by unusually high tides and/or hurricane surges.

**TAP IN FEE** – A fee paid to tap the water, irrigation quality water or wastewater main if no tap has been made previously, or if the requested service requires a larger tap than that which is currently available and in place.

**UTILITY SERVICE** – The readiness and ability on the part of the Utility to furnish potable water and irrigation quality water to, and to collect wastewater from, a Property.

**UTILITY SYSTEM**– Potable water, wastewater and irrigation quality water facilities, including, but not limited to, treatment plants, mains, pipes, lines, pump stations, lift stations, hydrants, laterals, meters, valves, storage tanks, meter boxes, telemetry equipment, wells, signs, and SCADA systems, whether above ground, below ground or at grade level.

**WASTEWATER** – Sanitary sewage from any Customer Wastewater System.

**WASTEWATER LATERAL** – The portion of the sanitary sewer which connects the interior wastewater lines to the main sewer lines. The side sewer is usually buried in several feet of soil and runs from the structure to the wastewater main line. It is usually owned and maintained by the District up to the point of connection and from that point must be maintained by the property owner and may only be serviced by contractors approved by the Utility.

**WASTEWATER MAIN** – A pipe, conduit, or other facility installed to convey sewage from individual service lines or other mains.

11.16.17

**WATER MAIN** – A pipe, conduit, or other facility installed to convey water service to individual service lines or to other mains.

**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.

## WHAT IS AN EQUIVALENT RESIDENTIAL CONNECTION?

In order to determine the Connection Fees to be paid to connect to the Utility System and commence receiving Utility Service, the number of Equivalent Residential Connections (“ERCs”) associated with a project or property shall first be determined.

An ERC is defined as a standard of measurement used to establish equivalent charges for all categories of Customers and is based upon the average potable water demand placed on the system by a single-family Customer. For the purpose of this calculation, an ERC shall be one hundred twenty-five (125) gallons per day for potable water and one hundred thirteen (113) gallons per day for wastewater, subject to change from time to time by the District based on periodic updated analyses of Customer usage patterns. The District reserves the right to amend the definition of ERC at any time and from time to time.

Single-Family and Multi-Family. Single-family residential is a Customer classification that includes all residential dwelling units that do not share a common wall with another unit and all dwelling units that are common walled and are individually metered. Multi-family is a Customer classification that consists of all master-metered connections for apartments, condominiums, cooperatives, duplexes, triplexes, quadraplexes, manufactured homes, recreational vehicles and mobile homes where designed, arranged, used or capable of use as multiple dwelling units. The ERC calculation for a single-family residence or a multi-family project is dependent on the number of meters and the meter size as provided below.

<u>Meter Capacity</u>	<u>ERC Calculation</u>
¾” or less	1 ERC
1”	2.5 ERCs
1 ½”	5 ERCs
2”	8 ERCs
Greater than 2”	As determined by District based upon flow characteristics

Non-Residential. Capacity demand for commercial, non-residential, commercial, industrial, office, civic, mixed-use master meter shall be determined based upon the calculation provided in the **ERC Calculation Tool**, as reviewed and approved by the District.

## **RESERVING OF CAPACITY AND AVAILABILITY LETTERS**

Capacity in the Utility System is reserved when the current Connection Fees are paid in full. In most cases this will be prior to the request for the installation of a permanent meter. However, on occasion and upon request of a property owner to the District, a property owner may reserve capacity in the Utility System. The District will review these requests on a case by case basis, and if approved, the property owner will enter into a capacity reservation agreement with the District, which will require the advance payment of certain fees, including a portion of the Connection Fees. Please consult the District's website for the current form of the Capacity Reservation Agreement. The capacity reservation agreement provides for the following:

- 50% of the total Connection Fees due at signing of the agreement
- 50% of the total Connection fees due at meter connection
- Agreements have a 2-year term. Renewal requests will be considered by the District. However, the then current connection fee rates apply.
- Agreement runs with title to land of a specific parcel/tract
- Transferrable within the parcel/tract, but not transferrable to other lands
- Refundable at 50% of the fees actually paid, during unexpired term only, subject to ISD Board approval

From time to time, a property owner may have the need to document availability in the Utility System, for by way of example only, a governmental entity issuing a permit or plat. A property owner may request an Availability Letter from the District, and upon the District's review and approval of the request will issue an Availability Letter. Please consult the District's website for the current form of the Availability Letter.

## **EXTENSION POLICIES**

**THE EXTENSION POLICIES PROVIDE THE PROCEDURES, RULES AND REGULATION FOR THE EXTENSION OF THE UTILITY SYSTEM TO LANDS THAT WILL EVENTUALLY CONNECT TO THE UTILITY SYSTEM FOR UTILITY SERVICE. NEW OR EXISTING DEVELOPMENT MAY REQUIRE THE EXTENSION OF MAINS AND/OR CONSTRUCTION OF UTILITY INFRASTRUCTURE TO PROVIDE SERVICE, IN WHICH CASE THIS SECTION APPLIES. FOR PROPERTY OWNERS DESIRING CONNECTION TO THE UTILITY SYSTEM WHERE NEITHER ONSITE NOR OFFSITE INFRASTRUCTURE IMPROVEMENTS ARE REQUIRED, PLEASE PROCEED TO SECTION A. FOR ALL OTHER PROPERTY OWNERS, PLEASE PROCEED TO SECTION B. AT ALL TIMES PLEASE CONSULT THE BABCOCK RANCH COMMUNITY DESIGN AND SPECIFICATION MANUAL (“DESIGN MANUAL”), AND TO THE EXTENT INCONSISTENT WITH THESE POLICIES, THESE POLICIES WILL CONTROL.**

**A. CONNECTIONS TO THE UTILITY SYSTEM WHERE ON-SITE AND OFFSITE IMPROVEMENTS ARE NOT REQUIRED**

This procedure will be used for property owners desiring an individual connection to the Utility System where neither on-site nor off-site facilities are required to connect to the Utility System. All connections shall be in compliance with these policies and published Construction Standards, Details and Specifications; and only after proper application has been made to and approved by the District and payment of all Connection Fees and related fees have been made.

- a. Contact the District to obtain record locations of the existing utility mains fronting the property.
- b. Submit three (3) signed and sealed drawings by a registered professional engineer in the State of Florida showing the proposed location of the tap and water meter. The plans must also include a copy of the standard District detail for a typical water and/or wastewater service.
- c. Hire a licensed underground utility contractor to perform the work. The Contractor must apply for a permit(s) with the appropriate governmental jurisdiction.
- d. At least forty-eight (48) hours prior to the Contractor conducting the tap, contact the appropriate District inspector to schedule the inspection of the tap. Connections shall be performed by the property owner or its Contractor in the presence of the District's inspector who will conduct an initial read at that time.
- e. Once the tap has been performed, the Contractor must install the service line and prepare the location for the meter installation. The District will supply the meter (up to two inches (2") in size) and the meter box, once the location for the meter has been prepared.
- f. Before a meter will be set, the property owner must contact the District to establish a new account and pay the appropriate fees and charges.
- g. If the tap does not occur on a main located in the public right-of-way, adequate legal authority for use of the property where the main is located must be secured and submitted to the District prior to installation.
- h. If the tap will occur in the public right-of-way, in an FDOT, Charlotte County or Lee County right-of-way, the property owner may be required to obtain additional permits from the applicable agency.



**B. CONNECTIONS TO THE UTILITY SYSTEM WHERE EITHER ON-SITE OR OFFSITE IMPROVEMENTS, OR BOTH ARE REQUIRED**

This Section sets forth the general procedures for a property owner that seeks to connect to the Utility System to facilitate Utility Service to the lands of the property owner where the District will require the installation of potable water distribution, wastewater collection and/or irrigation quality water distribution and storage facilities by the property owner. The project to be constructed on the lands of the property owner shall be referred to as the “**Development Project**”. Such facilities may be within (“**on-site**”) or outside (“**off-site**”) the boundaries of the Development Project. Title to all such constructed facilities will be transferred to the District when the installation has been completed and accepted.

**System Design**

1. On-Site Facilities

- a. The property owner shall be responsible for the design, installation, inspection, testing and cost of the complete on-site potable water distribution, wastewater collection and irrigation quality water distribution and storage systems located in the streets adjoining or within the boundaries of the Development Project. The term “complete on-site potable water distribution, wastewater collection and irrigation quality water distribution systems” shall include: (1) all component parts of a potable water distribution system, including water mains, valves, fittings, services, hydrants and meters; (2) all the component parts of the wastewater collection system including all collection mains, laterals to the point of cleanout, force mains, lift or pumping stations including the site for same; (3) all industrial wastewater pretreatment facilities, as applicable; (4) all irrigation quality water distribution systems component parts, including, but not limited to, distribution mains, valves, fittings, services, meters, on-site storage, and pumping facilities; and (5) all other appurtenances as shown upon the District’s approved design for the above system components
- b. To assure the proper conservation of water and compliance with South Florida Water Management District permit requirements, as a condition of receiving and maintaining Utility Service to the lands of the Development Project and Customers therein, the property owner shall agree that no individual irrigation wells or facilities for withdrawing water from lakes or other water bodies shall be permitted on or within the Development Project, without the prior written consent of the District. In recognition that irrigation quality water may not be available to fully serve the Development Project, the property owner may request authorization from the District and the District, upon review of the application, may permit the property owner to install temporary irrigation wells for the landscape and amenities irrigation within the Development Project, provided such temporary irrigation wells shall be discontinued and properly abandoned in accordance with applicable local, state and federal regulations at such time as adequate irrigation quality water is made available, as determined by the District.
- c. To ensure the ability of the District to provide efficient and effective Utility Service, a property owner shall be required to extend on-site facilities along the full length of the road frontage and boundaries of the Development Project, unless otherwise agreed to by the District.

## 2. Off-Site Facilities

- a. If the District's existing facilities are not already abutting the Development Project (or, if abutting, are not sufficiently sized or located to accommodate the Development Project), the property owner may be required to construct or improve, at its sole expense, certain off-site water, wastewater or irrigation quality water facilities, or all, if necessary, of a sufficient size and magnitude as needed to accommodate Development Project, in order to connect on-site facilities to the terminus of Utility System.
- b. All provisions pertaining to on-site specifications, plans, permits, transfers, approvals and warranties shall also be applicable to all off-site water, wastewater and irrigation quality water facilities construction.
- c. Alternatively, the property owner may wait until the District has constructed, if and when determined by the District in its sole discretion, sufficient off-site facilities to accommodate the Development Project, in which case the property owner would be required only to complete the on-site improvements in accordance with these policies and make payment of the then current rates as provided in the Rate Schedule.
- d. The minimum standard sizes for all off-site facilities shall be:
  - six inch (6") potable water mains,
  - six inch (6") irrigation quality water mains,
  - four inch (4") force mains or eight inch (8") wastewater gravity mains,

**("Minimum Size")**, even if these sizes may exceed the needs of the Development Project.
- e. The District may require that the off-site facilities to be constructed by the property owner be sized in excess of the Minimum Sizes (**"Oversized Facilities"**) to facilitate and enable safe and reliable Utility Service throughout the District. In such event, the property owner may elect to defer the development of the Development Project until such time as the District elects, in its discretion, to construct sufficient off-site facilities to accommodate the Development Project, or the property owner can voluntarily elect to construct the Oversized Facilities.
- f. If the property owner elects to construct Oversized Facilities, the District shall provide the property owner a credit for the Oversized Facilities that may be used by the property owner to offset any other District charges for itself or Customers within the Development Project to connect to the Utility System (e.g., Connection Fees, meter installation charges, etc.).
- g. The amount of the Oversized Facilities credit shall be determined by the District based upon the actual construction cost of the Oversized Facilities that are verified by the engineer for the property owner and estimated costs of the Minimum Size facilities as of the completion of construction of the Oversized Facilities, as determined by the District. The District will make every effort to properly evaluate the cost difference estimate for the Oversized Facilities, but in the event of a disagreement that cannot be resolved, the

decision of the District Manager will be final. Oversized Facilities credits shall not accrue interest.

- h. The District does not represent to the property owner, and the property owner may not rely on the assumption, that sufficient other District charges to connect to the Utility System will be assessed to fully offset the Oversized Facilities credit, and any Oversized Facilities credit will lapse and be extinguished without refund or reimbursement upon build-out of the Development Project.
  - i. To the extent that the District has reimbursed (i.e. issued a credit to) a property owner for Oversized Facilities, and such off-site Facilities benefit a subsequent property owner requesting service from the District, the District may require the subsequent property owner, as part of its off-site Facilities requirement, to reimburse the District for its pro-rata share of such previously issued credit to the extent benefitted.
3. The design of on-site and off-site water, wastewater and irrigation quality water facilities shall be prepared by a professional engineer registered in the state of Florida regularly engaged in the field of civil or environmental engineering (the “**Developer’s Engineer-of-Record**” or “**EOR**”).
  4. Each such design shall be fully subject to the review and approval of the District and shall conform in all respects to **District Construction Standards, Details and Specifications** or otherwise as approved by the District. The EOR shall make such adjustments to the design as may be required by the District to meet the District criteria.

## Construction Phase

### 1. Plan Review

- a. District will begin the plan review process upon receipt of a **Plan Review Fee**. The District will not release plans for permitting by other agencies until all then-outstanding periodic Plan Review Fee invoices have been paid in full.
- b. To begin the District’s on-site and off-site engineering plan review process, the EOR shall submit Development Project site plan(s), preliminary plat(s), PUD master plan(s), project phasing plan, preliminary on-site and off-site facilities drawings, plans and specifications, FDEP, county and HRS permit applications, etc. to the District for review in accordance with the District’s Construction Standards, Details and Specifications. In addition, the EOR shall submit final project development approval documents (e.g., final plats) to District for review and approval. The EOR shall make such corrections/additions to all document submittals and submit revised documents for further review and approval until District’s requirements have been satisfied. The Property Owner shall be subject to periodic Plan Review Fee invoices throughout the District’s review process. District shall not execute or issue final development review documents until all then-outstanding periodic Plan Review Fee invoices have been paid in full.
- c. After completion of the plan review process in Subsection 1b above, the EOR shall make a final submittal, which will include signed and sealed engineering drawings, applications for regulatory agency approvals, and such other document submittals as required by District’s Plan Review Submittal Requirements. The District shall only approve the

submittals to the regulatory agency applications upon payment in full of all then-outstanding periodic Plan Review Fee invoices.

- d. In the event the property owner or the EOR revise any of the District-approved document submittals (e.g., revision to on-site facilities drawings), the property owner or the EOR shall resubmit such revisions to District for re-review and approval pursuant to the procedures set forth above.

## 2. Preconstruction

- a. Prior to scheduling a preconstruction meeting for the Development Project, the property owner's utility contractor ("**Contractor**") shall submit to District, through the EOR for approval, those documents specified on the District's Preconstruction Meeting Checklist and all plans and drawings consistent with the District's Construction Standards, Details and Specifications. A Plan Review Fee and Inspection Fee shall be required for all District construction activities related to Development Project. The District shall provide periodic Plan Review Fee and Inspection Fee invoices to the property owner for payment. The District may suspend its construction review activities if property owner is delinquent in payment of any Plan Review Fee and Inspection Fee invoices.
- b. Property owner or EOR shall then set up a preconstruction meeting with the EOR, Contractor, appropriate District inspectors, District Consulting Engineer, and all other utilities involved in the Development Project at District's offices. No construction of potable water, wastewater and/or irrigation quality water facilities is allowed prior to the preconstruction meeting.

## 3. Construction

- a. Prior to the issuance by the District of an approval to commence construction, the Contractor and EOR must have attended a preconstruction meeting in accordance with the District's requirements. After the preconstruction meeting, an approval to commence construction may be issued by the District for the utility construction as documented on the approved engineering drawings on file with the District.
- b. As a condition of issuance of an approval to commence construction, the Contractor shall furnish the District a Sunshine State One Call Ticket Number.
- c. After the property owner receives District approval to commence construction, the Contractor shall notify District and District inspectors a minimum of forty-eight (48) hours prior to commencement of construction of any potable water, wastewater and/or irrigation quality water facilities. All construction activities shall comply with District's Construction Standards, Details and Specifications. The property owner shall make such corrections to construction not in compliance as indicated by the District.

## 4. Temporary Water Meters

- a. A temporary potable water meter for construction purposes may be issued if necessary, provided a standard water service line is connected to an existing (bacteriologically cleared and operational) water main. Hydrant meters are also permitted.
- b. The Contractor or property owner should request a temporary meter from the District. The application will require information regarding, but not limited to, Development Project name, location, and meter size.

- c. The Contractor is required to provide proper fittings and a reduced pressure zone **backflow preventer**, if applicable, for installation with the temporary meter, as provided in the Design Manual.
- d. Failure to obtain the necessary temporary construction meter approval will result in unauthorized water use fines being assessed (per job site) and the temporary stopping of construction until remedied.
- e. If the requested temporary meter is to be installed on existing lines in service, the temporary meter will generally be approved for installation without the need for additional main clearance testing. If the meter is to be set on a newly installed water main, before approval for the temporary meter can be issued, the District must be in possession of bacteriological clearance from an approved state certified laboratory and regulatory sign-off for the water mains. If bacteriological samples are not on file, temporary meters will not be set until bacteriological clearance is received.
- f. These meters must be made available to the District, upon demand from the District, for purposes of reading or maintenance. Failure by the property owner to produce a temporary meter upon request by the District may result in immediate forfeiture of any security deposit held by the District for the meter. It is the property owner's responsibility to ensure that the meter assembly is not damaged; any damage may result in the forfeiture of a portion or all of any security deposit held by the District for the meter. It is the property owner's responsibility to ensure that these meters are used only for the purpose approved by the District, and in a manner which is consistent with District policies regarding temporary meters; failure to do so may result in fines and/or forfeiture of the security deposit held by the District for the meter, as well as immediate removal of the meter by the District.
- g. The Contractor or the property owner must notify the District to remove temporary meter(s) prior to issuance of any final permanent potable water meter for the Development Project. Final permanent potable water meters will not be released until all the temporary meter(s) are removed from. Contractors shall not tamper with, remove or return meters. Removal must be done by the District.

## **Inspection and Acceptance Phase**

### **1. Inspection**

- a. All water, wastewater and irrigation quality water facilities that will become a part of the Utility System shall be inspected by the District's inspector and tested by the property owner or Contractor and witnessed by the District's inspector. This requirement does not release or substitute for the property owner providing adequate full-time inspection and supervision of the construction. The District inspectors will not supervise Contractor's operations or provide any certifications.
- b. The District inspectors may inspect all construction and materials and may also inspect preparation, fabrication or manufacture of components, materials and supplies. The District inspector is not authorized to revoke, alter or waive any requirements of the approved plans or specifications unless approved by the District. The District Inspector is authorized but not obligated to call to the attention of the EOR or Contractor any failure

of work or materials to conform to the plans or specifications. The District inspector shall have the authority to reject materials or suspend the work until questions of issue can be referred to and decided upon by the District. The District inspector shall in no case act as foreman or perform other duties for the EOR and/or Contractor, nor interfere with the management or means and methods of the work. Input which the District's inspector may give shall in no way be construed as releasing the property owner, the EOR or Contractor from performing according to the intent of the plans, specifications, the District's Construction Standards, Details and Specifications, and applicable permits and legal requirements.

- c. The District inspectors shall be permitted to enter upon any portion of the Development Project without prior notification for the purposes of inspection, observation, measurement, sampling, testing, review and/or photocopying of records, or investigation as maybe necessary for enforcement of these policies or regulatory permits.
- d. Inspections will be scheduled for normal hours only, except for nights when service interruptions are involved. Work will not be scheduled for weekends or holidays unless approved in advance by the District. Overtime pay will apply for each inspection outside of normal hours at the rate in the Rate Schedule. The District should be provided with at least two (2) full working days' notice for scheduled inspections, and a minimum seven (7) days' notice is required for construction with service interruptions.
- e. District inspectors may make routine passes on call to inspect such items as thrust blocks, material on site and clearances between conflicting lines. Scheduled inspections are required for jack and bores and pipe slippage through same, filling and flushing of potable water mains, pressure testing (private and utility owned mains), flow testing of hydrants if performed by Contractor, application of coatings to manholes and wet wells, setting of wet wells, installation of lift station grounding rods, installation of base elbow anchors, prior to pouring any concrete, field welding/fusion of HDPE pipe and fittings, gravity sewer main lamping (private and utility owned), lift station start-ups (private and utility owned), and tie-ins to District facilities. Density test results shall be submitted to the District inspector prior to pressure testing or lamping.
- f. The Contractor shall keep a copy of the current approved plans onsite within the Development Project at all times. Approved work schedules are required prior to the beginning of construction for main shutdowns or for modifications to operating pipe systems.
- g. It shall be the EOR's responsibility to schedule inspections, and its qualified representative shall be present when required by the District. A scheduled inspection will be canceled if said representative is not present. The EOR shall be present during the entire length of the inspection. The EOR shall pre-test pressure tests and lampings to minimize inspection failures.
- h. A reinspection fee will be assessed for failure of a water pressure test or wastewater lamping. The EOR shall prepare accurate record drawings and same shall be submitted to the District for review and approval before a lamping or pressure test is scheduled. In any case, approved record drawings must be submitted prior to request of a conditional final/final inspection or service being provided to any phase of a Development Project.

- i. Prior to the final inspection/walk through, record drawings as described herein showing the location of all potable water, wastewater and irrigation quality water utilities must be submitted and approved. The final inspection/walk through must be conducted and all punch list items must be completed and approved prior to the District's acceptance.
  - j. Property Owner and/or Contractor shall correct all construction and materials which are rejected by District's inspector or which do not conform to the intent of the District-approved plans and specifications, the District's Design Manual and applicable regulatory permit and other legal requirements.
2. Acceptance
- a. Upon completion of construction, and prior to the installation by the District of the first potable water meter, irrigation water quality meter or wastewater lateral tie-ins, the **Permanent Water Meter Checklist** will be completed by the EOR, and all required items by the District will be submitted as a Utility Acceptance Package ("**UAP**") to the District for approval, along with payment of all outstanding Plan Review Fee, Inspection Fee, and Development Project Administrative Fee invoices. The balance of any remaining charges due shall be paid at this time, in accordance with the District's then-current Rate Schedule.
  - b. The UAP will be reviewed, and if deemed sufficient, approved by the District. The EOR shall make such corrections to the UAP as required by the District. When deemed sufficient, a Notice of Intent of Acceptance ("**NOI**") will be issued by the District to the Property Owner.
  - c. **No permanent meters will be set until all outstanding District requirements have been completed and all payments (including Connection Fees) have been made.** All meters are supplied by and installed by the District, at the expense of the property owner. Upon issuance of the NOI, the property owner may apply to the District for the installation of potable water and irrigation meters. Connections shall be performed by the property owner or its Contractor in the presence of the District's inspector who will conduct an initial read at that time.
  - d. After issuance of the NOI, but before final acceptance of the UAP, the UAP may be presented to the District council for final approval, and once approved by the District counsel, a final Notice of Acceptance will be issued to the property owner. The property owner shall make such corrections to the UAP as may be required by the District counsel as a condition to approval of the UAP. The District may suspend permanent water meter sets until the property owner complies with District UAP approval conditions.
  - e. Upon occupancy of the completed Development Project, the District may field verify sizes and types of units/businesses. If changes have been made which indicate that additional charges should be assessed, the District will invoice the property owner or the Customer for payment of said fees.

## **SERVICE POLICIES**

**THE SERVICE POLICIES CONTAINED IN THIS SECTION PROVIDE THE PROCEDURES, RULES AND REGULATIONS FOR THE PROVISION OF UTILITY SERVICE TO CUSTOMERS OF THE UTILITY.**



## INITIATION OF SERVICE

**Signed Application Necessary.** Utility Service is furnished only to a Customer upon signed application (including electronic signature) accepted by the District, **and the conditions of such application are binding upon the Customer, and the property owner if other than the Customer.** A copy of the application for Utility Service accepted by the District will be furnished to the applicant upon request.

The applicant shall furnish to the District the correct name of the property owner, street address and legal description of property/business to which Utility Service is to be rendered and indicate on the application the quantity and size of the service being requested. The District will calculate all fees due and return a quote to the Customer for final approval and payment.

Before Utility Service is initiated and a meter is installed, all meter installation fees, Connection Fees, deposits, administrative fees and all delinquent accounts being due shall be paid. Installation of a meter shall not constitute a waiver by the District of any charges due but unpaid.

**Applications by Agents.** Applications for Utility Service requested by firms, partnerships, associations, corporations, and others (principals), shall be tendered only by duly authorized parties (agents), with proof of authorization furnished to the District (e.g., Sunbiz printout or copy of current annual report filed with the Florida Division 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.

**Customer Deposit.** Before rendering service, the District shall require a deposit or guarantee paid by the Customer satisfactory to the District to secure the payment of bills. The amount of such deposit shall be calculated in accordance with the District's Rate Schedule. The District may waive deposits for different classes of Customers from time to time. Based on the magnitude of a deposit, the District may determine in its discretion to accept alternative negotiable instruments or letters of credit from a financial institution in lieu of a cash deposit.

After a residential Customer has established a satisfactory payment record and has had continuous Utility Service for a period of twenty-four (24) months, the District will refund the Customer's deposit provided the residential Customer has not, in the preceding twelve (12) months:

- (a) made more than one late payment of the bill (after the twenty-first of the month);
- (b) paid with a check refused by a bank;
- (c) been disconnected for non-payment;
- (d) tampered with the meter; or
- (e) used service in a fraudulent or unauthorized manner.

Deposits received for Multi-family and Non-Residential Customers will be held for the duration of the service.

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

The District may require, upon reasonable written notice of not more than fifteen (15) days, such request or notice being separate and apart from any bill for service, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of the required deposit shall not exceed an amount equal to the average actual charge for water and/or wastewater service for two (2) billing periods. In the event the Customer has had service less than two (2) billing periods, then the District shall base its new or additional deposit upon the average actual monthly billing available.

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

- (1) Federal, state and county agencies;
- (2) Municipalities;
- (3) Special taxing districts;
- (4) School board;
- (5) Entities lawfully empowered to levy and collect taxes.

**Refund For Refundable Check Deposits.** No refunds will be made for refundable utility deposits until at least thirty (30) working days after the date of the deposit of the check by the District.

## SERVICE

### **A. Use of Utility Service.**

1. Potable water service purchased from the District shall be used by the Customer only for the purposes specified in these policies. Potable water service furnished to the Customer shall be rendered directly to the Customer through District's individual meter and may not be re-metered or otherwise re-invoiced 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 water service for the purpose of making a profit; however, this shall not prevent an association or landlord from sub-metering to recover the actual costs of providing service to association members or tenants or otherwise seeking reimbursement of such costs. In no case shall a Customer, except with the written consent of the District, extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish water service for adjacent property through one meter, even though such adjacent property is owned by that Customer. In case of such unauthorized extension, re-metering, sale or disposition of service, Customer's potable water service is subject to discontinuance until full payment is made of bills for potable water service, calculated on proper classification and rate schedules and reimbursement in full made to the District for all extra expenses incurred for clerical work, testing, and inspections.
2. Wastewater service purchased from the District shall be used by the Customer for the internal generation of wastewater and only for the purposes specified in these policies. Wastewater service furnished to the Customer shall be for the Customer's own use and wastewater shall be received directly from the Customer into the District's wastewater mains. In no case shall a Customer, except with the written consent of the District, extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish wastewater service for adjacent property, even though such adjacent property is owned by that Customer. No Customer may introduce wastewater from external sources (e.g., motorhome wastewater tank) without proper application to and approval from the District. In case of such unauthorized extension, sale or disposition of service, Customer's wastewater service is subject to discontinuance until full payment is made of bills for wastewater service, calculated on proper classifications and rate schedules and reimbursement in full made to the District for all extra expenses incurred for clerical work, testing and inspections.
3. Irrigation quality water service purchased from the District shall be used by the Customer only for the purposes specified in these policies. irrigation quality water service furnished to the Customer shall be rendered directly to the Customer through District's individual meter and may not be re-metered by the Customer for the purpose of selling or otherwise disposing of irrigation quality water service for a profit to association members, lessees, tenants, or others and under no circumstances shall the Customer or Customer's agent or any other individual, association or corporation install meters for the purpose of so re-metering said irrigation quality water service for the purpose of making a profit; however, this shall not prevent an association or landlord from sub-metering to recover the actual costs of providing service to association members or tenants or otherwise seeking reimbursement of such costs. In no case shall a Customer, except with the written consent of the District, extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish irrigation water service for adjacent property through one meter, even though such adjacent property is owned by that Customer. In case of such unauthorized extension, re-metering,

sale or disposition of service, Customer's irrigation water service is subject to discontinuance until full payment is made of bills for irrigation quality water service, calculated on proper classification and rate schedules and reimbursement in full made to the District for all extra expenses incurred for clerical work, testing, and inspections.

In order to conserve water used for irrigation purposes and to meet the requirements of the SFWMD consumptive use permit, under no circumstances shall a Customer install or utilize an individual potable water or irrigation water well on the Customer's property ("On-Site Well") or pump water from a water body (e.g. lake, pond, ditch, canal, etc.) ("Lake Withdrawal") without the prior written consent of the District. The Customer's water service and irrigation quality water service shall, at the sole and absolute discretion of the District, be subject to discontinuance if an on-site Well or Lake Withdrawal is installed or operated, and said service shall remain discontinued until all on-site Wells are plugged and Lake Withdrawal abandoned to the satisfaction of the District. Customers with On-site Wells and Lake Withdrawals shall immediately come into compliance with this requirement. The District may grant temporary variances or exceptions to this prohibition upon written application of a Customer. A temporary variance or exception shall be based upon a demonstration of need not inconsistent with the District's conservation policy and the requirements of the Water Management District consumptive use permit. Several Customers prior to the District commencing Utility Service had raw water wells, which may continue in accordance with these policies and Rate Schedule, and relocated upon the prior written approval of the District.

4. Water service remains subject to all SFWMD rules, regulations and orders issued from time to time.
5. **Under no circumstances shall any source of water other than from the Utility System be connected to the District's Utility 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.**

- B. Withholding Service.** The District may withhold or discontinue Utility Service provided to any Customer if all prior indebtedness to the District on all Customer accounts (current or past) has not been settled in full.

Service may also be discontinued for any violation by the Customer or Consumer of any part of these policies. The District will provide written notice by mail or posting at Customer's service location.

- C. Continuity of Service/Water Quality – Non-Reliance.** The District intends to provide continuous Utility Service, but shall not be liable to the Customer or any Consumer 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. If at any time the District shall intentionally interrupt or discontinue its service for any period greater than one (1) hour, except for emergency repair as indicated, the District intends to provide all Customers affected by said interruption or discontinuance with not less than twenty-four (24) hours' notice by publication, radio or television service announcement. The District intends to provide potable 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 potable water quality from time to time or any damages arising out of, connected with or related to such failure or fluctuations. The District

shall not be liable for any act or omission caused directly or indirectly by permitting issues, strikes, labor troubles, accidents, litigations, negligence, intentional actions, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, wars, federal, state, municipal or other governmental interference, Acts of God or causes beyond its control.

## **MAINTENANCE AND INSPECTIONS**

- A. Type and Maintenance.** The Customer's pipes, apparatus, and equipment shall be selected, installed, used and maintained by the Customer in accordance with standard practices, conforming with the rules and regulations and specifications of the District, subject to full compliance with all laws and governmental regulations applicable to same. For clarity, for potable water and irrigation quality water, the Customer's maintenance obligations commence at the meter, with the District owning and being responsible for the meter, and for wastewater, the Customer's maintenance obligations commence at either the Lot Line or at the Y if shared services, with the District owning and being responsible for the Y connection. The District shall not be responsible for the maintenance and operation of Customer's pipes, apparatus, and equipment. The Customer expressly agrees not to utilize any appliance, apparatus or equipment which is not properly constructed, controlled and protected, or which may adversely affect the potable water, wastewater or irrigation quality water service. The District reserves the right to discontinue or withhold Utility Service to such appliance, apparatus or equipment. In the event of a blockage, the Customer will notify the District, who will dispatch a representative to investigate the problem. If the blockage is at the Y, the District will clean the lateral from the Y to the main. If the blockage is before the cleanout, the Customer will be notified and they will be responsible to have the line cleaned. If the blockage is the result of roots or other sewer line malfunctions on the Customer side of the Y that impacted the District's side of the system, the Customer will be responsible for all repairs.
- B. Change of Customer's Installation.** No changes or increases in Customer's installation which will materially affect the proper operation of the pipes, mains or pumping stations of the District shall be made without written consent of the District. The Customer will be liable for the costs incurred from any changes resulting from a violation of this rule.
- C. Inspection of Customer's Installation.** All Customers' Utility Service installations and/or changes shall be inspected during installations by a licensed plumber and/or by a District inspector to ensure that Customer's piping, apparatus and equipment have been installed in accordance with accepted standard utility and plumbing practice, and the laws, rules, regulations and specifications of all applicable governmental entities. Where governmental inspection is required by local rules or ordinances, the District cannot render Utility Service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the District. Failure to have an inspection will result in the Customer having to expose the service line for inspection at the Customer's own costs.
- The District reserves the right to inspect the Customer's installation prior to rendering Utility Service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.**
- D. Inspection Fee.** The District shall impose an inspection fee to defray the cost of administering and monitoring a new connection to the Utility System before service is required.

## **OBLIGATION TO PROTECT SYSTEM; ACCESS; EASEMENTS**

- A. Protection of District's Property.** The Customer shall exercise reasonable diligence to protect the District's property on and adjacent to the Customer's property, and shall not knowingly permit anyone but the District's agents, or persons authorized by law, to have access to the District's pipes, apparatus and equipment.

In the event of any loss, or damage to property of the District caused by or arising out of an intentional act, carelessness, negligence or misuse by the Customer or a consumer, the cost of making good such loss or repairing such damage, including attorneys' fees and court costs if enforcement proceedings are initiated, shall be paid by the Customer.

- B. Access to Premises.** The duly authorized agents of the District shall have access at all reasonable hours to the premises of the Customer for the purpose of inspection of Customer's installation to verify compliance with District's rules and regulations, installing, maintaining, and inspecting or removing District's property, and other purposes incident to performance under or termination of the District's agreement with the Customer and in such performance shall not be liable for trespass. By accepting service from the District, the Customer acknowledges and agrees that the operator of the Utility System (MSKP Town and Country Utility, LLC, a Delaware limited liability company, and Babcock Ranch Irrigation, LLC, a Delaware limited liability company) may access the premises to perform the functions, responsibilities, and inspection obligations of the District provided herein.

- C. Easements On Customer's Property.** By accepting Utility Service from the District, the Customer thereby grants the District, without cost, a perpetual right, easement, permit, license and privilege on, over, under, and through Customer's property, for the purpose of rendering Utility Service both to the Customer and to other Customers of the District, including for the installation, construction, repair, maintenance, operation, and replacement of mains, lines, valves, meters, lift stations, pump stations, fire hydrants and the like, together with access for same (collectively referred to as the "**Easement Rights**"). The Easement Rights granted to the District shall survive termination of Utility Service to the Customer.

## **BILLING**

- A. 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.
- B. Billing Periods and Payment.** Bills for Utility Service will be rendered to the extent practicable on a monthly basis. Bills are due when rendered and shall be considered as received by Customer when delivered or mailed to Utility Service address or some other place mutually agreed upon by the District and the Customer.

Non-receipt of bills by Customer shall not release or diminish obligation of Customer with respect to payment thereof. Customers are responsible for inquiring to the District upon non-receipt of a bill.

Customer checks shall be processed electronically. By submitting a check for payment, Customer authorizes the District to initiate an electronic debit from Customer's bank or asset account. By processing checks electronically, Customer will not receive a canceled check with their bank account statement. Instead, the bank statement will reflect the check number and

payment amount with the information of the District listed on the statement, which will serve as valid proof of payment. Customer's requiring a copy of checks shall include such request in writing when check is submitted.

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

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

No partial payment of any bill rendered will be accepted by the District, except by written agreement with District. The District Manager may, but is not obligated to, grant additional payment terms under special circumstances. Payment terms grants to one Customer shall not be precedent for granting the same payment terms to other Customers.

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

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

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

- E. Late Charge.** – When a utility bill is unpaid after the twenty-first (21<sup>st</sup>) day of the month, the District shall impose a late charge on the delinquent amount in accordance with the District’s Rate Schedule.
- F. Payment of Utility Service Bills Concurrently.** When more than one (1) utility or other infrastructure service is provided by the District, payment of any Utility Service bill rendered shall not be accepted by the District without the simultaneous or concurrent payment of all utility or other infrastructure service bills from the District. If the charges for one (1) utility or infrastructure service is not paid or if only a portion of the bill is paid by the Customer, the District may discontinue all utility and infrastructure services to the Customer's premises for non-payment in accordance with these Policies. The District shall not reestablish or reconnect any of Customer’s Utility Services until such time as all utility and other infrastructure service charges, accrued interest, late payment charges and all other expenses or charges established or provided for by these Rules and regulations are paid.

### **ADJUSTMENTS TO BILLS**

- A. Adjustment of Bills.** When a Customer has been undercharged as a result of incorrect application of the rate schedule, or if wastewater service is measured by potable water consumption, a meter error is determined, the undercharged amount may be billed to the Customer and will be payable ratably over the same time period for which the Customer was undercharged, provided the District may not bill a Customer for any undercharge in excess of four (4) years from the date the undercharged amount is discovered or determined by the District, unless the Customer knew of the error and did not report it to the District. When a Customer has been overcharged as a result of incorrect application of the rate schedule, or a meter error is determined, the overcharged amount will be credited to the Customer, provided the Customer promptly notifies the District in writing of such overcharge. No overcharge credit shall be given for any overcharges that occurred over one-hundred-eighty (180) days before the date the Customer provided written notification of the overcharge to the District. The Customer is responsible to carefully review each bill for any billing errors so that billing errors can be promptly corrected.
- B. Excessive Usage Credit (EUC).** To avoid the time and expense of an administrative hearing regarding a disputed abnormally high utility bill, an Excessive Usage Credit is provided by the District at the Customer’s request for Customers meeting the following criteria:
1. The abnormally high usage for any one monthly reading cycle where the actual meter reading is four times the average monthly usage for the past twelve (12) months for the Customer at the specific service location (or in the event the service location has less than twelve (12) months’ usage history, the average District-wide usage for the same Customer classification);
  2. The total usage during the monthly reading cycle on the Customer’s billing in question exceeds fifty thousand (50,000) gallons;
  3. The abnormally high usage is not the result of an apparent or deliberate act or omission of the Customer such as pool filling, or hoses left running,
  4. The EUC is limited to one (1) time within a three (3) year period on a specific account; and,
  5. The billing in question has occurred within the past six (6) months.



The EUC will be applied to all Potable 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 his average use. The lowest tiered rate represents the minimum cost of treating potable water. In the event a Customer has a subsequent high bill within the same three (3) year period, at the District Manager's discretion, the initial EUC may be reversed and substituted with the subsequent EUC.

- C. **Payment Plans.** The District Manager may provide the Customer the opportunity for a payment plan in extreme events where the Customer does not have a EUC available or an applied EUC still leaves a significant balance due. The Customer's account must otherwise be in good standing, and the payment plan may not exceed six (6) months, unless the District Manager determines good cause was shown for extending the payment plan. The failure to make payments in accordance with the payment plan will result in the balance being due in full.
- D. **Administrative Credits.** At the discretion of the District Manager or as delegated to the customer service administrator, credits may be applied to accounts based on unusual and extenuating circumstances which shall be explained in the account comments
- E. **Adjustment of Bills for Meter Error.** In meter tests made by the District, the accuracy of registration of the meter and its performance in service shall be determined using AWWA Guidelines. If outside of the guidelines, the Customer shall be given a credit based upon the average consumption over the prior twelve (12) months. If within AWWA guidelines, no credit shall be given.

### CHANGES IN SERVICES

- A. **Discontinuance of Service.** Where a Customer requests temporary discontinuance of service or when the District disconnects a Customer for failure to pay delinquent service bills or other violations of these rules and regulations, the Customer shall pay a service disconnect charge. During a discontinuance of service, District base facility charges shall continue to accrue to the Customer and the premises. When service is to be restored at the same premises, the Customer, or its successor or assign (including by foreclosure or other legal process), will pay to the District all outstanding service bills for the Customer, including the accrued base facility charge for each billing period during which service was discontinued, together with a reconnection of service charge and other applicable penalties. All prior service charges and all other obligations owing to the District related to service to the Customer shall be paid by the owner of the premises before service will be restored.
- B. **Change of Occupancy.** When change of ownership takes place at any premises supplied by the District with Utility Service, the outgoing Customer shall provide the District with **WRITTEN NOTICE** of the change in Customer status at the office of the District not less than three (3) days prior to the date of change by the outgoing Customer, who will be held responsible for all Utility Service used on such premises until the succeeding owner applies for Utility Service and pays the District a new Customer deposit for its account. However, if such **WRITTEN NOTICE** has not been received, the application of a succeeding owner for Utility Service will automatically terminate the prior account subject to payment of accrued charges which survive termination. 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 credit record. A Customer's deposit may **NOT** be transferred to a succeeding owner.

Requests for discontinuation of service or transfer of service will only be accepted if in writing (email will be sufficient thereof). However, requests for transfer of service will not be binding and the outgoing Customer will remain responsible for all Utility Service, until the succeeding applicant has applied for Utility Service and paid the District a new Customer deposit. Note that during temporary discontinuation of service, normal monthly rates will continue to apply and be billed.

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

1. Failure to pay required deposits for service;
2. Failure of the Customer to meet provisions of the Developer's Agreement or other agreements with the District, or to provide documentation evidencing periodic inspections, maintenance or certifications as required in these policies;
3. Failure to correct deficiencies in piping or other components upon the Customer's property after reasonable notice thereof by the District;
4. Use of service for any other property or purpose than that described in the permit or application; and,
5. When requested by the Customer, in which case resumption of service shall be accomplished in accordance with District policy;

The District reserves the right by unilateral act, in its sole discretion, to refuse service, terminate service temporarily or to discontinue service without notice under the following circumstances:

1. Causing or allowing to exist a hazardous condition with respect to the location, use of or access to any Utility Service or component;
2. Alteration or modification of any transmission or metering component or device used in providing any Utility Service to the Customer. Any such unauthorized use, if fraudulent, may result in criminal prosecution and may result in restitution of revenue lost to the District as a condition to restoration of service, including costs of repair or restoration of any meters or components to normal service condition, as shall be determined by the District;

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

## METERS

- A. Meters.** Each meter shall be furnished by and remain the property of the District and shall be accessible and subject to its control. The Customer shall provide meter space to the District at a suitable and readily accessible location and, when the District considers it advisable, within the premises to be served. The Customer shall also provide adequate and proper space for installation of the meter and other similar devices.
- B. All Water and Irrigation Water Through Meter.** That portion of the Customer's installation for potable water and irrigation quality water service shall be so arranged that all such service shall pass through the meters. No temporary pipes, nipples, or spacers are permitted and under no circumstances are connections allowed which may permit potable water or irrigation quality water to bypass the meter or metering equipment. Violation of this provision shall constitute tampering and be subject to fines imposed by the District.
- C. Request for Meter Test by Customer.** Should any Customer request a bench test of their meter, such request shall be in writing to the District, and the District will require a deposit to defray the cost of testing. Such deposit is not to exceed the schedule of fees set forth in the Rate Schedule. If the meter is found to register in excess of the accuracy limits prescribed under Rule No. 38.0 of this Policy, the deposit will be refunded. But if below such accuracy limit, the deposit will be retained by the District as a service charge for conducting the test.
- D. Meter Change Out Fee.** The District shall charge a meter change out fee to existing Customers when a Customer requests to change a meter. In this instance, the meter cost and the miscellaneous required materials for installation would be charged to the Customer at cost. In addition, an increase in meter size may result in additional water and wastewater Connection Fees as delineated in the District's Rate Schedule being due from the Customer. The District may reject a requested meter change if deemed an imprudent utility practice. No credit will be provided for downsizing a meter size.
- E. Fast Meters.** Whenever a meter tested is found to register fast in excess of the tolerance provided in the Meter Accuracy Requirements provision herein, the District shall credit to the Customer the amount billed in error since the date of the last test or ninety (90) days, whichever is less. The refund shall not include any part of any minimum charge.
- F. Slow Meters.** The District may back bill in the event that a meter is found to be slow, non-registering or partially registering. The District may not back bill for any period greater than two (2) years from the date it notifies a Customer that the meter is slow, non-registering or partially registering. In any event, the Customer may extend the payments of the back bill pro rata over the same amount of time for which the District issued the back bill.
- G. Meter Accuracy Requirements.** All meters used for measuring quantity of water delivered to a Customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the use of any Customer, every meter, whether new, repaired or removed from service for any cause, shall be adjusted to register within the accuracy limits set forth in the following table:

**ACCURACY LIMITS IN PERCENT (%)**

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

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

**MISCELLANEOUS SERVICE CHARGES**

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

- A. Initial Connection.** This charge would be levied for service initiation at a location where service did not exist previously. Depending on the circumstances a tap-in fee and a road push fee may be required.
- B. Normal Disconnection.** This charge would be levied when a service representative visits premises for the purpose of discontinuing service where a Customer requests a temporary discontinuance of service. Monthly charges will continue to apply during any period of discontinuation.
- C. Normal Reconnection or New Service Initiation.** This charge would be levied for transfer of service to a new Customer account at a previously served location, or reconnection of service subsequent to a Customer-requested temporary discontinuance of service.
- D. After Hours Normal Reconnection.** This charge would be levied to existing Customers for the transfer of service to a new Customer account at a previously served location, or reconnection of a service subsequent to a Customer-requested disconnection that occurs between 3:00 p.m. and 8:00 a.m., in situations where the service needs to be restored the next day.

- E. Violation Disconnection.** This charge would be levied when a service representative visits the premises for the purpose of discontinuing service where a Customer has been delinquent on payments to the District, or the Customer has otherwise violated these policies, for example an unlawful connection.
- F. Violation Reconnection.** This charge would be levied prior to reconnection of an existing Customer after disconnection of service for cause, including a delinquency in bill payment.
- G. After Hours Violation Reconnection.** This charge would be levied prior to reconnection of an existing Customer after disconnection of service for cause, including a delinquency in bill payment that occurs between 3:00 p.m. and 8:00 a.m.
- H. Premises Visit Charge (In Lieu of Disconnection).** This charge would be levied when a service representative visits the 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 service personnel. Service personnel cannot accept payments in any form from Customers.
- I. Account Transfer Fee.** This charge is implemented to recover costs of transferring customer information from one account to another.

### **FIRE PROTECTION; HYDRANTS**

**A. Private Fire Service Connections.**

1. 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 anything other than fire suppression purposes and, because of the danger of contamination, shall have no connection with any other source of supply, unless a District-approved tank or fire pump is installed for use with a secondary supply. There shall be a backflow preventer installed by the Customer at his expense for each connection to prevent the water from these secondary supplies from flowing into the District's lines. All installations are subject to District inspection.
2. The Customer shall not draw any water whatsoever through this connection for any purpose except the suppression of fires, or for periodic tests of the fire system, which tests shall be made in the presence of a representative of the District. Any authorized representative of the District shall have free access to the building at any reasonable time for the purpose of inspecting any of the equipment.
3. 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.
4. 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.
5. When fire line valves or connections are used in case of fire or for any other reason whatsoever, the Customer shall immediately notify the District and the District shall forthwith reseal the used valves or connections.

- B. Fire Hydrant Locations.** Fire hydrant locations shall be governed by Charlotte County and Lee County Land Development Code standards, as may be amended from time to time.
- C. Fire Flow.** Minimum fire flow shall be governed by Charlotte County and Lee County Land Development Code standards, as may be amended from time to time.
- D. Private Fire Protection Charge.** If a Customer desires or is required to have on-site fire protection facilities for their property, in the form of a sprinkler system or other fire suppression system that will place an additional demand on the public water supply, this charge would apply.
- E. 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.

### **UNAUTHORIZED CONNECTIONS**

- A. Unauthorized Connections – Wastewater.** Connections to the District's wastewater system for any purpose whatsoever are to be made only by employees of the District or under direct supervision of District's authorized employee. Unauthorized connections render the service subject to immediate discontinuance without notice and wastewater service will not be restored until such unauthorized connections have been removed and unless settlement is made in full and for all penalties, damages, and wastewater service estimated by the District to have been used by reason of such unauthorized connection.
- B. Unauthorized Connections – Water and Irrigation Quality Water.** Connections to the District's potable water or irrigation quality water system for any purpose whatsoever are to be made only by employees of the District or under direct supervision of District's authorized employee. Unauthorized connections render the service subject to immediate discontinuance without notice and service will not be restored until such unauthorized connections have been removed and unless settlement is made in full and for all penalties, damages, and service estimated by the District to have been used by reason of such unauthorized connection.

**Both 1.0 and 2.0 above are considered tampering and subject to fines as provided for in the Rate Schedule.**

- C. 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 water, wastewater and irrigation quality water service.
- D. Unlawful Cross-Connections.** It shall be unlawful for any person to cross-connect another source of water to the District's potable water system. For the purpose of this article cross-connection shall mean any physical arrangement whereby the District's potable 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. Bypass 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.

## **INDUSTRIAL USERS**

- A. Industrial Wastewater.** The District will accept only domestic wastewater in its wastewater system subject to separate review and approval process as defined in Section I below. See also Sections B, C, D and E below.
- B. Grease Traps, Oil Separators.** All commercial food preparation facilities and all other facilities generating wastewater with high grease and/or oil concentrations shall have a grease trap to intercept these wastes prior to discharge into the District's sanitary wastewater system. Location and type of grease trap used shall be approved, in writing, by District and all applicable regulatory agencies. Grease traps shall be properly maintained by Customer or Owner as further provided in Section D. Design and maintenance of grease traps shall be in accordance with health department rules, regulations and codes, and shall conform to the specifications and requirements of the District. If grease and/or oil in excess of allowable amounts, in accordance with District's and regulatory agency requirements, is discharged, District shall inform operator and/or Owner of premises to properly repair and maintain or replace, if necessary, said grease traps. Failure to cease discharging wastewater with high grease and/or oil concentrations shall be cause for discontinuance of water and wastewater service.
- C. Grease Traps Inspection Required.** All grease traps within the service area shall be inspected by third party vendors licensed by the county health department for grease trap inspections, annually, to ensure that such grease traps are not clogged or in need of cleaning. Should an establishment elect to contract with a licensed third-party vendor for grease trap maintenance, proof in the form of an annual contract with such vendor must be supplied to District no later than thirty (30) days before the next inspection interval. An inspection shall not be required for those grease traps which have been cleaned within thirty (30) days of the next inspection interval, or such other period of time determined by the District to be reasonable, and proof of such cleaning by a licensed third-party vendor has been presented to the District.
1. Each establishment in which a grease trap is located shall request a grease trap inspection and cleaning chart from the District. Such chart shall be displayed in a conspicuous place on the premises. The inspector, upon completion of the inspection, shall initial the chart indicating the date on which the grease trap was inspected and whether the grease trap needs cleaning. All work performed on each grease trap shall be recorded on the grease trap inspection chart, clearly indicating the date of the work, the nature of the work, the company performing the work, and the company representative's initials.
  2. If an inspector determines that a grease trap needs cleaning or repairing, the establishment shall have ten (10) days to do the necessary cleaning or repair work. If the required cleaning or repair work is not completed within ten (10) days, the District may suspend Utility Service to the establishment until the required cleaning or repair work is completed. All required cleaning or repair work shall be done by third-party vendors licensed for such work by the county health department.
  3. The District shall provide periodic inspections of each establishment's grease trap(s) to insure compliance with the requirements of this section. There shall be a periodic inspection fee for each grease trap as set forth in the Rate Schedule, which shall be billed to the establishment on the monthly billing statement.

**D. Grease Trap/Interceptor Maintenance Procedure.**

1. Grease interceptor maintenance must be conducted a minimum of every ninety (90) days **or** more frequently if the unit has accumulated waste, both floatable and settleable, accounting for 25 percent of its wetted depth, as measured from the static water level to the interior tank bottom.
2. The grease interceptor shall be left completely empty upon completion of maintenance. All floating grease, liquids, sludge, and scrapings from the interceptor must be removed.
3. Under no circumstances may the waste hauler reintroduce the removed water or materials into the District's sewer system, other than at approved disposal stations. *Flushing an interceptor with hot water or the use of chemicals or other agents to dissolve or emulsify grease and allow it to flow into the wastewater treatment system is prohibited.*
4. Since the establishment is the generator of the grease waste and is liable for the condition of its pretreatment devices, the owner of the establishment or his designee may want to witness all cleaning/maintenance activities to verify that the grease interceptor is being fully cleaned and properly maintained.
5. Procedure for cleaning grease traps (greater than 100 gallons):
  - Pump all grease and other floating material from the top of the interceptor. The interceptor may need to be agitated slightly to loosen the grease layer.
  - Insert the vacuum tube all the way to the bottom the interceptor to remove all settled solids.
  - Vacuum water out of the interceptor.
  - Clean the sides and bottom of the interceptor. This may be done by "backflowing" the water from the pump truck or by using a pressurized water source to hose down the interceptor.
  - Make sure the interceptor is completely clean.
  - Vacuum remaining water out of the trap.
  - Check that the sanitary T's on the inlet and outlet sides of the interceptor are not clogged or loose.
  - Make sure any baffles are secure and in place.
  - Inspect the interceptor for any cracks or defects.
  - Check that lids are securely and properly sealed after completion of maintenance.
  - Provide a receipt or other documentation to the facility owner for their records.
6. Procedure for cleaning grease interceptors (less than 100 gallons)
  - Bail out any water in the trap. The water may be discharged into the sanitary sewer system.
  - Remove the baffles, if possible.
  - Dip the accumulated grease out of the interceptor and deposit in a watertight container.
  - Scrape the sides, lid and baffles with a putty knife to remove as much of the grease as possible, and deposit in a watertight container.
  - Contact a hauler or recycler for grease pickup or place in trash for pickup.
  - Replace the baffle and the lid.
  - Record the date, employee name and volume of grease removed on the record keeping



log.

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

**F. Prohibited Discharges.**

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.
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:
  - a. Any liquid having a temperature higher than one hundred fifty (150) degrees Fahrenheit;
  - b. Any water or waste containing more than one hundred (100) ppm of or exceed a daily average of twenty-five (25) ppm of any grease or oil or any oily substance;
  - c. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;
  - d. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any wastewater 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;
  - e. 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;
  - f. 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 collection system (gravity sewers and lift stations) and/or wastewater treatment plant;
  - g. Any water or waste containing toxic substances in quantities in excess of the following limits and measured at the point of discharge into the wastewater collection system:

<b>POLLUTANT</b>	<b>MAX DAILY LIMIT</b>
BOD	1000 mg/L
COD	1000 mg/L
FATS, OILS AND GREASE	75 mg/L
HYDROGEN SULFIDE	10 mg/L
MINERAL OR PETROLEUM OIL	100 mg/L
TOTAL SUSPENDED SOLIDS	1000 mg/L

TOTAL SOLIDS	2000	mg/L
ARSENIC	0.34	mg/L
CADMIUM	0.12	mg/L
CHROMIUM	12.7	mg/L
COPPER	3.11	mg/L
CYANIDE	0.58	mg/L
LEAD	0.74	mg/L
MERCURY	0.06	mg/L
NICKEL	2.57	mg/L
OXYGEN UPTAKE RATE (PER MINUTE)	< 0.5	mg/l
SELENIUM	1.99	mg/L
SILVER	3.17	mg/L
ZINC	2.67	mg/L
pH	< 6.5 or > 7.5	mg/L

Or any substance that will pass through the Wastewater treatment plant and exceed the state requirements as noted in the District’s permit issued by the FDEP;

- h. Any water or waste containing phenols in excess of five thousandths (0.005) ppm;
- i. 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;
- j. Any radioactive isotopes, without a special permit;
- k. Any non-biodegradable materials;
- l. Any water or waste which, after treatment, would cause the District to violate any laws or regulations of the state of Florida or the United States of America.

**G. Penalties and Enforcement.** The following escalating enforcement strategy may be used by the District when Customers are out of compliance. The various types of enforcement actions shall be used as determined by the District depending on the circumstances of the violation. Capitalized terms below are as defined by FDEP industrial pretreatment rules and regulations.

- 1. 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.
- 2. The Industrial User will review its self-monitoring data to determine whether a violation of these policies and/or of its permit limitations has occurred. If a violation has occurred, the Industrial User must provide to the District:
  - a. 24-hour notification that a violation has occurred.

- b. Magnitude and nature of the violation.
- c. Details regarding analytical quality assurance.

Failure to comply with the 24-hour notification requirement will result in administrative fines as outlined in the Rate Schedule.

3. Upon the determination that a violation has occurred, the Industrial User must resample the discharge for the violated parameter. The re-sampling data must be submitted to the District within thirty (30) days of violation discovery. Failure to resample and report within thirty (30) days is a violation of this ordinance and Rule 62-625.600(6)(b), F.A.C. If the Industrial User fails to resample and submit the report within thirty (30) days, the District will issue a Notice of Violation (NOV). Failure to comply with the NOV will result in a single administrative fine to be determined by the District per violation. Continued failure to comply within sixty (60) days from original violation thereafter will result in a monthly fine to be determined by the District.
4. The District will conduct periodic, independent compliance monitoring of Industrial Users as appropriate. If the violation is not significant, the District will issue a NOV and a forty-five (45) day compliance schedule including the requirement to resample in order to determine whether a violation is significant. The results of the re-sampling must be submitted to the District within thirty (30) days of receipt of the compliance schedule. Failure to comply will result in a single fine to be determined by the District per violation. Continued failure to comply sixty (60) days after issuance of the NOV will result in a monthly fine as provided in the Rate Schedule.
5. The District will review sampling data obtained to determine whether Significant Noncompliance has occurred; in which case a single fine to be determined by the District will be assessed per violation.
6. If Significant Noncompliance is determined to have occurred, the District will issue a Notice of Significant Violation (NOSV), requiring the Industrial User to submit, within fifteen (15) days of the receipt of the notice, a ninety (90) day compliance schedule to determine the need to install or construct pretreatment facilities. Failure to respond within fifteen (15) days will result in a single fine to be determined by the District per violation. Upon receipt of the draft compliance schedule, the District will issue the compliance schedule as a condition of continued operation. A Demonstration of Compliance (DOC) will be included as the final item in the compliance schedule. If at any time during the ninety (90) day schedule, the Industrial User determines that pretreatment facilities are required, the Industrial User will inform the District of such and submit a draft construction schedule.
7. Upon completion of the ninety (90) day compliance schedule, the District will review the DOC data to determine whether compliance has been achieved. Failure to demonstrate compliance during the ninety (90) day schedule will result in the District issuing another NOSV requiring the Industrial User to submit, within fifteen (15) days of receipt of the NOSV, a draft compliance schedule for the construction of new pretreatment facilities or the improvement, modification or expansion of existing facilities. Failure to respond within fifteen (15) days will result in a single fine to be determined by the District per violation. Continued failure to comply within sixty (60) days of the NOSV thereafter will result in a monthly fine as provided in the Rate Schedule. Upon receipt of the draft compliance schedule, the District will issue the compliance schedule as a condition of continued

- operation. Approval of the facility design engineer by the District is required prior to design of the pretreatment facility. A DOC will be included as the final item in the compliance schedule. Upon completion of the construction compliance schedule, the District will review the DOC data to determine whether compliance has been achieved.
8. If the construction of pretreatment facilities does not achieve compliance, the District will assess a fine to be determined by the District, and will issue a notice of monthly fine (NMF). Fines of the same amount will continue to be assessed on a monthly basis until compliance is achieved or service is terminated. The NMF will require that the Industrial User submit a draft final compliance schedule within fifteen (15) days of receipt of the NMF. Upon receipt of the draft compliance schedule, the District will issue the final schedule of compliance as a condition of continued operation. A DOC period will be included as the final item in the compliance schedule. Upon completion of the compliance schedule, the District will review the DOC data to determine whether compliance has been achieved.
  9. If the final compliance schedule does not achieve compliance, the District will issue a Notice to Show Cause (NSC) why the discharge permit should not be revoked and service terminated, in accordance with law. The NSC will be served on the Industrial User specifying the time and place of the hearing, the proposed facts of the action, the reasons for such actions and a request that the Industrial User show cause why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing on the Industrial User or posted at the location where the alleged violation is occurring or has occurred. Whether or not the Industrial User appears as notified, immediate enforcement action may be pursued following the hearing. The District will hold the show cause hearing to determine whether the permit should be revoked and all Utility Services terminated.
    - a. If the Industrial User shows cause for its failure to comply, service shall not be terminated nor the permit revoked. The monthly fine will increase to an amount to be determined by the District per day and a new final compliance schedule will be issued.
    - b. 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 all Utility Services will be terminated by the District.
  10. Penalties for violations not addressed in this section will be assessed at the discretion of the District.

#### **H. Industrial User Permit Fees and Penalties.**

1. Industrial user permit fees, fines, penalties and other industrial pretreatment program charges will be set forth in the District's Rate Schedule.
2. Any person who violates a provision hereof shall be prosecuted in the name of the state of Florida in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof, and upon conviction shall be punished by a fine to be determined by the District for each offense or by imprisonment not to exceed sixty (60) days or by both. If a violation continues, each day of such violation shall constitute a separate offense.

3. Any person who knowingly makes any false statement, representation or certification in any record or other document submitted hereunder shall be subject to fines to be determined by the District per violation or by imprisonment for not more than sixty (60) days, or both.
4. The District may revise the permit fees and penalties from time to time by Resolution.
5. Any fines, penalties, fees and costs imposed against or incurred by the District, MSKP Town & Country Utility, LLC or Babcock Ranch Irrigation, LLC arising out of, in connection with, or resulting from a violation hereof shall be assessed against the violator in addition to any other fees, surcharges or penalties imposed against violator under Section 46.

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

1. When the District finds that a User has violated, or continues to violate, any provision of Section 46, a permit, or order issued hereunder, or any other pretreatment standard or requirement, the District may petition the Circuit Court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the permit, order, or other requirement imposed hereby 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.
2. A Customer or Consumer who willfully or negligently violates any provision hereof, 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.
3. 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.
4. A User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant hereto, a permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required hereunder 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.
5. 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.

6. A list of all Users that have been in significant noncompliance with applicable pretreatment standards and requirements during the twelve (12) previous months will be annually published by the District in the largest daily newspaper published locally. For purposes of this section, an Industrial User is in significant noncompliance if its violation meets one or more of the following criteria:
  - a. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent (66%) or more of all of the measurements taken during a six (6) month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter.
  - b. Technical Review Criteria (TRC) violations, defined here as those in which thirty three percent (33%) or more of all of the measurements for each pollutant parameter taken during a six (6) month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, Total Fats, Oil and Grease, and 1.2 for all other Pollutants except pH).
  - c. 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).
  - d. Any discharge that has resulted in the District's exercise of its emergency authority to halt or prevent such a discharge.
  - e. 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.
  - f. Failure to provide, within thirty (30) days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports in compliance with compliance schedules.
  - g. Failure to accurately report noncompliance.
  - h. Any other violation or group of violations that the District determines will adversely affect the operation or implementation of the pretreatment program.
7. The remedies provided for in this section are not exclusive. The District may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the District's enforcement response plan. However, the District may take other action against any User when the circumstances warrant. Further, the District is empowered to take more than one enforcement action against any noncompliant User.

## **J. Industrial Wastes.**

1. General policy. While the economy and desirability of the combined treatment of industrial wastewater 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 hereby. 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.
2. Approval required. Prior to the discharge of industrial wastes, approval is required from the District for any discharge having:
    - a. A five-day, twenty-degree Celsius BOD greater than three hundred (300) ppm;
    - b. A suspended solids content greater than three hundred fifty (350) ppm;
    - c. Chlorine demand greater than fifteen (15) ppm;
    - d. An average daily flow greater than five percent (5%) of the average daily wastewater flow at the wastewater treatment plant;
    - e. Any toxic substance;
    - f. 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.
  3. Any person desiring to make a connection to the District's wastewater system for the purpose of discharging industrial wastes to the public sewers shall fill in and file with the District an industrial waste questionnaire which shall furnish pertinent data, inclusive of quantity of flow and an analysis of the industrial waste to be discharged into the wastewater system.
  4. Samples shall be a composite sample collected daily over a three (3) day period of operation so as to be a truly representative sample of the actual quality of the wastes. The sample for analysis shall be collected by the engineer, chemist or his representative. Analysis shall be made by a National Environmental Laboratory Conference certified laboratory, using the laboratory methods for the examination of industrial waste as set forth in the latest edition of "Standard Methods for Examination of Water and Sewage" as published by the American Public Health Service.

### **IRRIGATION QUALITY WATER**

- A. Irrigation Quality Water.** The use of irrigation quality 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 quality water purposes on their property, at such times and in such quantities as determined from time to time by the District, an amount of irrigation quality 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 irrigation quality water for irrigation to any Customer. To the extent available, if requested by the Customer, the District may provide additional irrigation quality water.
- B. Standards.** All residential and commercial irrigation shall comply with the irrigation performance standards detailed in the District Extension Policy.

In addition to the District's Construction Standards, Details and Specifications minimum requirements, the District has adopted the Florida Friendly Landscaping practices, as amended

from time to time, for all Customers utilizing the District's irrigation quality water systems. All Customer landscaping and irrigation systems must be designed, constructed, and operated in accordance with these specifications. Any requests for deviations from these specifications may be requested in writing to the District. Authorization for the deviation, if approved, shall be in writing from the District. Verbal communications shall not constitute a valid request and only written approvals or authorizations to proceed with the changes will be recognized.

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

1. The source of irrigation water shall be District supplied irrigation quality water, including reclaimed water or other designated sources of water as determined by the District for irrigation in its discretion.
2. All uses of reclaimed water shall be in accordance with applicable rules of the FDEP and other regulatory bodies having jurisdiction.
3. Each Customer shall be solely responsible for maintaining the Customer's irrigation system in good working condition. The Customer shall pay the cost of all such maintenance required.
4. The District shall require meters for all irrigation quality water connections. It is the intent of the District to maximize the use of irrigation quality water and potable water shall not be used for irrigation purposes. However, at times it may be necessary to limit a Customer's use of irrigation quality water based on supply availability.

**C. Residential Irrigation Additional Requirements.** The following additional requirements shall apply to all Customers installing new landscaping, installing new irrigation systems, or retrofitting or replacing an existing residential irrigation system (including common areas of a residential development).

1. Sod irrigation zones shall be separate from shrub irrigation zones, and no irrigation zone shall include both sod and shrub irrigation;
2. Irrigation for all shrub beds shall be point source drip irrigation not exceeding two (2) gpm for shrubs three (3) gallons and larger; shrubs one (1) gallon and smaller shall be irrigated with low volume emitters. Spray type emitters shall not exceed fifty-three hundredths (0.53) gpm. All irrigation zones shall not exceed twelve (12) gpm;
3. Irrigation installations shall use pressure regulated irrigation heads approved by the District;
4. Irrigation systems shall be hydro-zoned and matched precipitation rates to achieve maximum efficiency;
5. On sides of homes where coverage is limited due to proximity of adjacent homes, the use of end strip/side strip nozzles shall be required;
6. Large sod zones shall be irrigated using rotors or similar devices to achieve maximum irrigating efficiency;
7. All irrigation zones shall have matched precipitation rates for best coverage;



8. Rain sensors that automatically adjust watering schedule and flow according to atmospheric or soil condition, or equal “smart irrigation technology” approved by the District shall be installed on all irrigation zones;
9. All irrigation installations will include a pressure vacuum breaker backflow device per Florida Building Code. If a liquid fertilizer injection system is present, a reduced pressure principle backflow device is required;
10. Irrigation wire shall be at least 18-gauge direct burial wire;
11. Rain sensor wire shall be installed per manufacturer specifications and shall meet wire gauge specifications
12. Customers will be allowed a thirty (30) day grow-in period upon installation of landscape material and sod; after thirty (30) days Customers shall be responsible for adhering to irrigation restrictions;
13. All additional or more stringent landscape/irrigation requirements imposed by the Water Management District, and/or Charlotte or Lee County from time to time, are incorporated into and made a part of this Policy and shall control over less stringent requirements of this Policy.

**D. 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.

1. Sod irrigation zones shall be separate from shrub irrigation zones, and no irrigation zone shall include both sod and shrub irrigation;
2. Irrigation systems shall be hydro-zoned and matched precipitation rates to achieve maximum efficiency;
3. All irrigation systems two inches (2”) and greater shall be installed with a “normally closed” master valve assembly and flow monitoring controller;
4. Irrigation installations shall use pressure regulated irrigation heads approved by the District;
5. Where coverage is limited due to proximity of adjacent structures, the use of end strip/side strip nozzles shall be required;
6. Large sod zones shall be irrigated using rotors or similar devices to achieve maximum irrigating efficiency;
7. All irrigation zones shall have matched precipitation rates for best coverage;
8. Rain sensors that automatically adjust watering schedule and flow according to atmospheric or soil condition, or equal “smart irrigation technology” approved by the District shall be installed on all irrigation zones;
9. All irrigation installations will include backflow device acceptable to the District;
10. Rain sensor wire shall be installed per manufacturer specifications and will meet wire gauge

specifications;

11. Customers will be allowed a thirty (30) day grow-in period upon installation of landscape material and sod; after thirty (30) days Customers will be responsible for adhering to irrigation restrictions;
12. All irrigation construction drawings shall be reviewed and approved by the District;
13. All additional or more stringent landscape/irrigation requirements imposed by the Water Management District, and/or Developer from time to time, are incorporated into and made a part of this Policy and shall control over less stringent requirements in this Policy.

**E. Enforcement.** Irrigation system installations 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. potable water service and/or irrigation quality water service to Customers whose irrigation systems are not installed or operated in compliance with this Policy may be shut off until such systems come into compliance with this Policy. In general, five (5) business days' notification of proposed shut off of service will be provided to allow the Customer adequate time to respond and bring the irrigation system into compliance, unless more immediate action is justified in the interest of public health, safety or welfare. In addition, the District may assess service disconnect and premises visit charges for violations of this Policy for each day that an irrigation system is not in compliance with the requirements of the Policy.

**F. Tampering.** It is prohibited to:

1. Willfully alter, tamper with, injure, or knowingly suffer to be injured any meter, meter seal, valve, meter lock, connection, backflow preventer, riser, pipe, conduit, line, or other apparatus or device belonging to the District in such a manner so as to cause loss or damage or to prevent any meter installed from registering potable water, wastewater or irrigation quality water or from registering the quantity which otherwise would pass through the same; to open a valve or unlock a meter where Utility Service has been temporarily or permanently discontinued; to alter the index or break the seal of or unlock any such meter or valve; in any way to hinder or interfere with the proper action or just registration of any such meter or device; or knowingly to use, waste, or suffer the waste, by any means, of water passing through any such meter, wire, pipe, or fitting, or other appliance or appurtenance connected with or belonging to any such utility, after such meter, valve, meter lock, pipe or fitting, or other appliance or appurtenance has been tampered with, injured, or altered;
2. Make, or cause to be made, any connection with any main, service pipe or other pipes, appliance, or appurtenance in such manner so as to use, without the consent of the District, any service or 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 or such potable water, wastewater or irrigation quality;
3. Use or receive the direct benefit from the use of District water, wastewater or irrigation quality water knowing, or under such circumstances as would induce a reasonable person to believe, that such direct benefits have resulted from any tampering with, altering of, or injury to any connection, meter, pipe, conduit, line, valve, meter lock or other apparatus or device owned, operated, or controlled by the District, for the purpose of avoiding payment;

4. In the event of a violation of this section, in addition to any other remedy provided the District by law, the District may assess an unauthorized Utility Service use charge and a meter tampering charge (if applicable), including the cost of damages incurred by the District as a result of such violation, together with the cost of 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.

**APPENDIX – SECONDARY DOCUMENTS**

**Capacity Reservation Agreement**

**Sample Form Utility Easement & Title Insurance**

**Sample Form Bill of Sale & Instructions**

11.16.17

**FORM CAPACITY RESERVATION AGREEMENT – TO BE ADDED AT A  
LATER TIME**

## UTILITY EASEMENTS & TITLE INSURANCE

Easements are required to be dedicated to the District for land where potable water, wastewater and irrigation quality water utility mains, pump/lift stations and storage tanks are installed that will be turned over to the District for operation and maintenance. The Standard Easement Form found in this package is the only form the District will accept. Additionally, a surveyed sketch and description must be provided on 8½” x 11” paper. The sketch is to reflect the description and shall carry such additional information necessary to clarify its location. The District reserves the right to approve the description and sketch. Pursuant to the terms of the Lease, the District may require Developer to execute easements in favor of MSKP or BRI, as applicable, instead of the District.

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

1. The following shall apply to all title insurance commitments and policies:
  - a. Title commitments and policies must be issued on American Land Title Association (“ALTA”) forms.
  - b. The insured amount should be as designated by the District and not less than One Hundred Thousand Dollars (\$100,000.00) per easement parcel.
  - c. The effective date of the title commitment should be modified to be the date of recording of the easement.
  - d. The proposed insured shall be the “Babcock Ranch Community Independent Special District, its successors and/or assigns”. Pursuant to the Lease, the District may require the proposed insured to be MSKP or BRI, as applicable.
  - e. All of the Title Commitment Schedule B - 1 requirements should be marked as satisfied.
  - f. Easements must be identified as to purpose, location and the manner in which the subject property is affected.
  - g. Any exception for Chapter 159, Florida Statutes, liens must be deleted.
  - h. All standard exceptions must be deleted.
  - i. The “gap” standard exception must be deleted from the commitment upon recording of the easement. The title insurer must insure the gap.
  - j. The commitment must not contain any exceptions for a notice of commencement.
  - k. No mortgages or liens should be listed as title exceptions.
  - l. No mineral reservations or other exploratory or excavation type exceptions should be listed as title exceptions.
  - m. No easements with exclusive use language and no easements that conflict with the purpose of the granted easement should be listed as exceptions if such easements affect the District’s easement property.
  - n. Such other requirements as may be specified by the District or its counsel.
  
2. Title company responsibility:
  - a. Forward the original signed title commitment and legible copies of all listed exceptions to the District.
  - b. Any exceptions listed on Schedule B which cannot be removed must be joined and consented to on a form acceptable to the District, and recorded together with the easement. Do not record the easement until all properly executed joinder and consents are in hand.
  - c. Coordinate execution and recording of the easement.
  - d. The original final policy must be delivered to the District not later than thirty (30) days after recording of the easement.
  - e. The final policy must show the official record book and page number of the easement.

## SAMPLE FORM UTILITY EASEMENT

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

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

### WITNESSETH:

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

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

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

11.16.17

- 5. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
- 6. Grantor warrants that to the best of Grantor's knowledge and belief, the Easement Land is free and clear of soil and ground water contamination. For and in consideration of Ten and No/Dollars (\$10.00), receipt of which is acknowledged, Grantor shall indemnify and hold Grantee harmless for all claims and damages resulting from any such contamination.

**ACKNOWLEDGEMENT OF INDIVIDUAL OR PARTNERSHIP**

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

WITNESSES:

\_\_\_\_\_  
Name of Partnership, Grantor

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, General Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**ACKNOWLEDGEMENT FOR CORPORATION/LLC**

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

WITNESSES:

\_\_\_\_\_  
Name of Grantor Corporation/LLC

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

(CORPORATE SEAL)

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

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires:

**JOINDER AND CONSENT OF MORTGAGEE**

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

WITNESSES:

\_\_\_\_\_  
Mortgage Holder

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires:

## **BILL OF SALE INSTRUCTIONS**

Prior to the acceptance of the system, a proper Bill of Sale Absolute granting ownership rights to the District must be provided by the Developer in the approved format. Pursuant to the terms of the Lease, the District may require Developer to execute the bill of sale in favor of MSKP or BRI, as applicable, instead of the District. See sample form below. This document will provide title and interest in and to all of the potable water, wastewater and irrigation quality water lines, mains, connections, pipes, valves, meters, and equipment installed within the granted easements and rights-of-way, as provided for in the plans and specifications to be prepared pursuant to the District's requirements.

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

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

**Attachment A to Bill of Sale Instruction Sheet**

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

- Other items may be added by the EOR and agreed to by the District on a case by case basis.

**FORM BILL OF SALE**

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

Potable water lines and/or wastewater collection lines and/or lift stations and/or potable water production facilities and/or irrigation quality water lines and related facilities and equipment constructed within the right-of-way and/or property of Grantor and/or properly dedicated easement to the Grantee, which are more completely described in Exhibit "1 A" and/or "1 B", with a total constructed value of \$\_\_\_\_\_ (collectively, the "Personal Property").

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

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

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

GRANTOR:

By: \_\_\_\_\_

\_\_\_\_\_

Print Name

Date: \_\_\_\_\_

STATE OF FLORIDA )

) SS:

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me OR who has produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC

State of Florida at Large: \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_