

ST. LUCIE COUNTY WATER AND SEWER UTILITY DISTRICT

UTILITY SERVICE POLICY

CHAPTER I - GENERAL

SECTION 1 - POLICIES

PURPOSE

The purpose of this Utility Service Policy (“USP”) manual is to establish uniform and non-discriminatory regulations, policies, standards and utility fees for the proper administration of the St. Lucie County Water and Sewer Utility District (District). The USP is part of the District Uniform Policies and Procedures (“UPAP”), which includes the Utility Extension Policy (“UEP”), the rate tariff, and other policies and procedures adopted by the Board of County Commissioners (“Board”) sitting as the Board of the District (“District Board”), as may be amended from time to time. The provisions of the UPAP and terms as defined in the UPAP are incorporated in this USP by reference.

The District has, and may from time to time enter into, certain agreements with other regional utility providers to provide bulk water supply and treatment, wastewater treatment and disposal and reclaimed water supply to the District. Currently St. Lucie County has a bulk service agreement with Fort Pierce Utilities Authority (“FPUA”). This agreement is incorporated in the UPAP by reference and made a part of the UPAP along with any subsequent bulk service agreements. To the extent that this and any other bulk service agreements entered into by the District in the future have additional requirements or impose different regulations and policies, such requirements, regulations and policies shall also apply to District Customers of.

VALIDITY

The policies and the procedures specified herein supersede and replace any prior policies, procedures, regulations, fees, etc., governing provision of utility service by the District. In the event that a portion of this USP document 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 this USP. All approved and permitted, but not yet completed, development projects must include any and all changes as adopted in the USP. Notwithstanding anything in the UPAP to the contrary, all rights and privileges afforded a utility district pursuant to Chapter 153, Part II, Florida Statutes, shall be available to and may be exercised by the District at any time and from time to time, in addition to any rights and privileges provided in the UPAP.

REVIEW OF POLICIES AND PROCEDURES MANUAL

The District Board shall periodically review this USP to evaluate the adequacy of its provisions. Revisions must be approved by the District Board prior to implementation and dissemination except as may be authorized as a ministerial responsibility.

MINISTERIAL RESPONSIBILITIES AUTHORIZED

The District Board hereby delegates and authorizes the District Utility Director and his/her designees, to perform those functions necessary to properly conduct the business of the District in conformance with the policies, procedures and regulations set forth in this USP, as well as under applicable law and regulation. Such functions include, but are not limited to, the ability to execute and record Standard Potable Water Development Agreements, Standard Wastewater Development Agreements,

Standard Reclaimed Water Development Agreements, indemnity agreements, easements, deeds, liens, permits and such other documents as are necessary and ordinary for carrying out the day-to-day activities of the District. Such functions further include interpretation of applicability and the ability to implement corrections to the USP and accompanying documents when minor in nature and not otherwise legally requiring an action of the District Board for implementation. Consistent implementing procedures may also be adopted by the District Utility Director, without further approval by the District Board.

SECTION 2 - GENERAL DEFINITIONS/PROCEDURES

The following definitions are used in or useful in interpreting and understanding the USP, UEP and the UPAP. Technical terms will be defined in accordance with standard references if not defined herein to the contrary. Such reference sources include, but are not limited to, the American Water Works Association, the Florida Water Management Districts, the Florida Health Departments and the Florida Department of Environmental Protection.

The UPAP, USP and UEP are gender neutral. Masculine gender shall include the feminine and vice versa. Shall is mandatory. May is permissive or discretionary. The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the content of its use.

Accounty Deposit. A deposit required from a Customer as security for payment of District utility bills, in amounts as provided in the Rate Tariff.

Account Service Fee. A fee designed to recover the expenses incurred by the District in establishing an account for billing purposes and also in lieu of premise visit.

Act or The Act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended from time to time, 33 U.S.C. 1251, et seq.

Adminstrative Hearing Board (“AHB”). A three (3) member board established to hear and review disputes relating to the correctness of utility bills, the imposition of utility fees, and challenges to termination of service.

Applicant. A person or entity that applies for utility service from the District and executes a Contract for Service with the District.

Auxiliary Water Supply. Any water supply on or available to the premises other than District approved public potable water supply. These auxiliary waters may include water from a public reclaimed water system, private non-potable water supply, or any natural source(s), including but not limited to wells, springs, rivers, streams, or canals.

Backflow Preventer. A device and/or method of construction, accepted and approved by the District, used to prevent backflow into a potable water system. The type of assembly used should be based on the degree of hazard, either existing or potential.

Base Facility Charge/Fee. A charge/fee paid on a monthly basis by all Customers to recover a portion of the Customer's share of the utility's fixed or non-variable costs.

Business Hours.

Administration / Customer Service / Project Management - 8:00 a.m. to 5:00 p.m.

Lobby Hours - 8:00 a.m. to 4:30 p.m.

24 Hour Emergency Services

All hours shown are Monday through Friday, excluding holidays, and may be amended by County Administration.

Commodity or Consumption Charge/Fee (Gallage Charge). A charge/fee paid on a monthly basis by all Customers with recorded consumption during the month. The Commodity Fee is intended to recover the customer's share of the District's variable operating expenses and a portion of fixed and non-variable expenses not recovered by the Base Facility Charge.

Connection Fee. The fee assessed by the District for the connection of existing or proposed development to the District Utility Facilities. The amount of such fee, as amended from time to time, represents the proportionate share, per Equivalent Residential Connection ("ERC"), of the reasonably anticipated capital cost of expanding, oversizing, acquiring, or constructing the District's planned and existing facilities within the District's service area where such expansion, oversizing, acquisition, or construction is necessitated by the connection of new customers (or additional use by existing customers) to the existing utility facilities, for the benefit of new and not-yet-served customers. This fee is separate and apart from any Meter Fees or any charge/fee to recover the cost to connect a Customer's plumbing to the District's Utility Facilities.

Community Wastewater Treatment Plant. A community wastewater treatment plant is defined to mean a temporary wastewater treatment plant for a development, its collection system, appurtenant effluent disposal/reclaimed water reuse facilities, and sludge treatment and disposal facilities pending connection to the District's Utility Facilities.

Contract For Service. The document by which a customer's financial responsibility is established for the charges legally assessed against the service address(es) specified therein.

County. A political subdivision of the State of Florida, known as St. Lucie County, as governed by the Board of County Commissioners (Board).

Customer. An Applicant which has contracted to receive utility services from the District and is financially responsible for the payment of all charges legally assessed by the District with respect to that particular connection to the District's Utility Facilities. Customer also refers to the actual user of these utility services if different from the Applicant.

Customer, Bulk. A customer of the District which redistributes utility services through its own utility facilities.

Customer, New. A Customer that has not previously contracted for service with the District.

Developer. A Property Owner, or an agent of the Property Owner, of land proposed for Development.

Development, Existing. A single family residence, a multi-family structure, or a single parcel of property with one or more existing structures used for residential, commercial, commercial residential, industrial, or manufacturing purposes that produces water from a private well and/or generates wastewater flow to On-Site Wastewater Treatment Disposal System or a Private Wastewater Treatment Facility within the District Service Area.

Development, Proposed. Any change in land use which alters or creates the demands for utility services; any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or permanent storage of materials; the act of building, engineering, mining, or other operations in, on, over, or under land; and/or the making of any material change in the use of any building or other land.

District. The St. Lucie County Water and Wastewater Utility District, a Chapter 153, Part II, Florida Statutes, utility district.

District Board. The St. Lucie County Board of County Commissioners sitting as the Governing Board of the St. Lucie County Water and Wastewater Utility District.

District Standard Development Agreement. The Standard Development Agreement, as adopted and amended from time to time by the Board, setting forth specific requirements of a Developer in connection with a reservation of capacity in the District Utility Facilities.

District Utility Director. The District Utility Director or the District Utility Director's designee.

Effluent. Water, after some degree of treatment, flowing out of any treatment device or facility.

Equivalent Residential Connection ("ERC"). A unit of potable water, reclaimed water, or wastewater capacity in the applicable District utility system which is equivalent to the average number of gallons per day of service attributable to a single family detached

residence as such number is established from time to time by the District Utility Director for the applicable service.

Force Mains. See Wastewater Facilities, Pressure.

FPUA. The Fort Pierce Utility Authority, and its successors and assigns.

Individual On-Site Wastewater Disposal Facilities. On-Site Wastewater Disposal Facilities that provide Wastewater services to a single housing unit.

Individual On-Site Water Supply Facility. A water well serving a single housing unit.

Line Extension. Any utility conveyance system improvements needed to provide service to an existing or proposed development.

Low Pressure Sewer Facilities. See Wastewater Facilities, Low Pressure.

Off-Site Facilities. Utility facilities that are located between the Developer's or Customer's property boundaries and any and all Point of Connections.

On-Site Facilities. Utility facilities that are located within a Developer's or Customer's property boundaries.

On-Site Wastewater Disposal Facilities. The facilities used for the treatment of wastewater in septic tanks and the disposal of the effluent by absorption fields.

Oversized Facilities. Any utility facilities which are sized beyond the Minimum size of facilities needed by the Development for which the facilities were initially installed to provide service.

Oversizing. Constructing utility facilities to provide capacity for existing and/or future developments which are sized beyond the minimum size of facilities needed by the Development for which the facilities were initially installed to provide service.

Point of Connection ("POC"). A point of entry into the District Utility Facilities, as designated by the District to a Customer; the point at which the Customer receives utility service.

Potable Water. Water that meets the United States Environmental Protection Agency standards for human consumption.

Potable Water Facilities. All facilities required for the production, treatment, storage, transmission, distribution, and delivery of potable water.

Potable Water Facilities, Common. Potable water supply facilities supplied from an on-site well with more than one connection serving more than one dwelling unit. Common potable water supply facilities shall meet State requirements for a private water supply.

Potable Water Facilities, Distribution. Those pipes, fire hydrants, valves, fittings, service connections, and appurtenances, sized in accordance with District engineering standards, used to convey potable water from the District's transmission system to individual Customers, as designated by the District Utility Director.

Potable Water Facilities, Municipal. Public potable water facilities which are provided by a City, County or other governmental agency which meet State requirements for a public water supply.

Potable Water Facilities, Private. Potable water facilities that are not Municipal Potable Water Facilities.

Potable Water Supply Facilities. Those facilities used to develop a source of potable water and its treatment including, but not limited to wells, raw water mains, treatment facilities, storage tanks, pumping stations, etc.

Potable Water Transmission Facilities. Those pipes, fire hydrants, valves, fittings, and appurtenances, sized in accordance with District design criteria and construction standards, used to convey Potable Water Supply Facilities to Potable Water Distribution Systems. The District Utility Director will determine which facilities are part of the Potable Water Transmission Facilities and which are part of the Potable Water Distribution Facilities.

Property Owner. The title holder of record for a parcel of land, or its duly authorized representative or agent, who applies, either voluntarily or through the mandatory connections procedures, for utility service to and for said parcel of land, and who can bind the title holder of record to all legal obligations related to utility services to the parcel of land.

Rate Tariff. The schedule of rates, fees and charges for utility service established by the District Board and amended from time to time.

Reclaimed Water. Domestic wastewater that has received at least secondary treatment, as defined by Florida Department of Environmental Protection (FDEP), and treatment as required by policy of the Sanitary Sewer Element of the St. Lucie County Comprehensive Plan, and is reused after flowing out of a wastewater treatment facility.

Reclaimed Water Facilities. All facilities required for the storage, transmission, and/or distribution of reclaimed water. These facilities will also include treatment facilities as needed to treat secondary effluent standards to Reclaimed Water standards.

Reclaimed Water Distribution Facilities. Those pipes, valves, fittings, service connections, and appurtenances, sized in accordance with District utility design criteria and construction

standards, used to convey reclaimed water from Reclaimed Water Transmission to an individual Customers, as designated by the District Utility Director.

Reclaimed Water Service Connection. The Reclaimed Water connection from a Reclaimed Water Distribution Facility to the point of connection for a customer. For a residential Customer, this point of delivery is the downstream side of the meter at the Customer's property line. For a non-residential customer, the actual point of delivery may be at a location other than the property line, to be determined by the District Utility Director in coordination with the Customer.

Reclaimed Water Transmission Facilities. Those pipes, valves, fittings, and appurtenances identified and sized in accordance with the reclaimed water master plans, constructed in accordance with District utility design criteria and construction standards, used to convey reclaimed water from a wastewater treatment plant or pumping station to Reclaimed Water Distribution Facilities. The District Utility Director will determine which facilities are part of the Reclaimed Water Transmission Facilities and which are part of the Reclaimed Water Distribution Facilities.

Reuse. The deliberate application of Reclaimed Water for irrigation purpose .

Service Area. The parcel(s) of land to which the District is legally entitled to provide utility services.

Service Area, Municipal. The area within which a county, municipality, or other governmental agency by law or agreement is allowed to provide utility services.

Service Availability (Availability of Service). The results of determining, through engineering analysis and of cost and operational feasibility studies, if utility service is available for existing development or proposed development.

Service Lines. The smaller diameter pipes that branch from larger diameter pipes in the Potable Water Distribution System, Reclaimed Water Distribution System or Wastewater Collection System to a Customer's Potable Water meter, Reclaimed Water meter, or wastewater cleanout on the Customer's property line thereby providing a point of delivery of Potable Water or Reclaimed Water to a Customer or point of collection of Wastewater from a Customer.

Sewage, Domestic or Sanitary. See Wastewater, Domestic or Sanitary

Surcharge. A pass-through cost shall be added to all charges for services provided to those customers receiving Water, Wastewater and Reclaimed Water service from the District that reside within a city.

UPAP. The Utility Policies and Procedures of the District, which include the Utility Service Policy ("USP"), the Utility Extension Policy ("UEP"), the utility rate tariff, and

other utility policies and procedures adopted and revised from time to time by the District and/or District Board.

Utility. A publicly or privately owned company or legal entity that provides to its customers utility products and/or services. Such products may be gas, electricity, water, etc.; and such services may be utility transportation systems, stormwater management systems, wastewater treatment and disposal systems, etc. In the UEP the use of this word will be restricted to an entity that supplies potable water, reclaimed water, and wastewater products and services to its customers.

Utility Facilities. All the facilities controlled by a Utility required to provide customers with potable water, reclaimed water, and/or wastewater products and/or services.

Utility Service. The act by a Utility of providing Potable Water and/or Reclaimed Water to a customer, and/or providing for the removal of Wastewater from the customer.

Wastewater. The liquid and water-carried domestic or industrial wastes from dwellings, commercial buildings, industrial facilities, and institutions together with any ground water, surface water, and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter any wastewater facilities.

Wastewater, Domestic or Sanitary. Wastewater derived principally from dwellings, commercial buildings, industries, institutions, and the like; originating as wastes from kitchens, water closets, lavatories, bathrooms, and showers; the strength of which shall normally fall below the following parameters: BOD (300 mg/l); TSS (300 mg/l); TN (40 mg/l), and TP (12 mg/l).

Wastewater Facilities. All facilities required for the collection, transmission, treatment to secondary effluent standards as defined by FDEP, and disposal of wastewater.

Wastewater Facilities, Collection. A system of laterals, pipes, and manholes used to collect wastewater and convey it by gravity to a pumping station.

Wastewater Facilities, Low Pressure. A network of small diameter pipelines which convey wastewater, under low pressure, to a central collection facility. The low pressure is produced by small pumps located at the individual wastewater sources.

Wastewater Facilities, Pressure. A system of pipes, valves, fittings, and appurtenances used to convey wastewater under pressure from a pump station to a point of discharge.

Wastewater Facilities, Pump (Lift) Station. An above or below ground structure containing pumps and appurtenances which pumps untreated wastewater through a wastewater pressure facility to another wastewater pressure facility, a wastewater collection facility or directly to a wastewater treatment plant.

Wastewater Facilities, Service Lateral. In wastewater collection facilities a service lateral is a small pipe that branches from a larger pipe to a customer's property line thereby providing a point of collection into the collection facility. A lateral is normally sized four inches in diameter or larger.

Wastewater Treatment Plant. Those facilities used to treat wastewater and dispose of effluent and biosolids including, but not limited to clarifiers, aerators, digesters, filters, storage tanks, percolation-evaporation ponds, spray irrigation fields, direct discharge pipes, injection wells, etc.

Well. The physical structure, facility or device at and below the land surface from or through which groundwater flows or is pumped from subsurface, water-bearing formations.

Wellfield. An area containing one or more wells contributing water to a public potable water system as defined by applicable environmental regulation.

SECTION 3 - CUSTOMER SERVICE

APPLICATION

Written and signed applications for service are required to receive utility service from the District. Utility service will be furnished upon acceptance by the District of a written application for utility service, as evidenced by written acknowledgement by the District. Submittal of an application for service by a Customer represents the Customer's agreement that it is bound by the provisions of the UPAP, and each Customer acknowledges and agrees that the UPAP applies to each Customer as a condition to Customers initially receiving and continuing to receive utility service from the District, notwithstanding anything in the application or any representations, oral or written, by the District to the contrary.

Applications for utility service submitted by entities (firms, corporations, partnerships, associations, companies and others) (collectively, "Principals"), shall be tendered only by duly authorized representatives of the Principals ("Agents"). Submittal of an application for service by an Agent shall constitute full and complete consent by the Principal that the Principal is bound by the provisions of the UPAP, and acknowledges and agrees that the UPAP applies to the Principal as a condition to the Principal initially receiving and continuing to receive utility service from the District.

Extensions of utility service to a property shall be governed by the UPAP.

No oral or written communications by the District shall vary, alter, supercede or negate the provisions or application of the UPAP, as amended from time to time. In the event of a conflict between an oral or written communication by the District and the provisions of the UPAP, the provisions of the UPAP shall prevail. Amendments to the UPAP shall apply to all Customers, and no Customer shall have a vested right in any provision of a prior version of the UPAP.

MANDATORY UTILITY SERVICE/SERVICE INITIATION - NEW CUSTOMER

1. Mandatory Connection:

All properties within the District shall be required to obtain Potable Water, Wastewater and Reclaimed Water service from the District or other Utility as approved by the District Board. No Utility may construct utility facilities within the District without the prior approval of the District Board.

2. Existing :

Applicant requesting Potable Water service, Reclaimed Water service, and/or Wastewater service to a property previously having the service should proceed as follows:

- a. Complete an application, required prior to receiving service.
- b. Contact the District's Customer Service representatives at least three (3) business days prior to the date the service is required and provide any necessary information, including a mailing address if different from the service address. Except for tenants of a property who establish a Customer relationship with the District, a Customer is responsible for any outstanding fees associated with any previous Customer for the same service address. A current or previous Customer owing any outstanding amounts to the District and attempting to open a new Customer account with the District shall pay the outstanding amounts in full before the District will provide utility service to the new service initiation.
- c. Pay the Customer Deposit and Account Service Fee, with initiation of service. (See Chapter 1, Section 4 for deposit information.)

3. New Installations:

Applicants desiring the provision of Potable Water service, Reclaimed Water service, and/or Wastewater service to a property not previously receiving the utility service (or in cases where the utility service was previously permanently disconnected) should proceed as follows:

- a. Ascertain from the District that there is Potable Water service, Reclaimed Water service and/or Wastewater service available within a reasonable distance to their property.
- b. Apply in person to the District for Potable Water, Reclaimed Water and/or Wastewater service, and pay applicable Administrative Fee, Meter Fees, Connection Fees, Guaranteed Revenue Fees, and other required fees/charges. As applicable, submit a set of plans and proposed utility demand; sign a Development Agreement with the District. When an Applicant wishes to have a single master meter to serve multiple dwelling units or buildings located on multiple parcels, a Unity of Title document must be properly executed and recorded against the property prior to receiving service from the District.
- c. Meter(s) and Service Lines will be installed at a point(s) determined by the District.
- d. In the case where a meter needs to be installed, installation will generally occur within five (5) business days from the time of application. Depending upon construction or permitting requirements, other installations may take four (4) weeks or longer from time of application.
- e. The Customer is responsible to obtain a County Building Division permit, connect his plumbing to the Point of Service at his cost and to disconnect any well from his potable water system with an air gap between the two (2) systems (well may be retained for irrigation purposes as long as there is no physical connection to the District's potable water

system). The District must receive a copy of the County Building Division clearance prior to approving Potable Water service. A copy of the County Building Division permit to abandon an on-site Wastewater disposal system must be provided to the District prior to service initiation.

- f. The Customer is responsible for connecting his irrigation system and back flow prevention device to the District's Reclaimed Water service connection at the Point of Service at his cost and to disconnect his current irrigation source. The District approval of the installation is required prior to commencement of Reclaimed Water service.

WITHHOLDING OF SERVICE

Except as may be otherwise provided by law, the District may withhold or discontinue any or all Utility Services until all past-due amounts for any Utility Service which are owed and unpaid to the District have been paid in full. In the event District discovers private facilities adversely affecting the District facilities, cross-connections, or unauthorized re-distribution of utility service, utility service may also be withheld until such situation is corrected.

SERVICE REACTIVATION

Reactivation of service to a Customer will generally be completed within three (3) business day after request and satisfaction of all past-due amounts which are owing and unpaid to the District from the Customer at all service addresses of the Customer and payment of an Account Service Fee. The District will attempt, but does not guarantee, to turn-on a Customer's water if full past due payment is received by 2 pm on a business day. Customer Service representatives perform scheduled turn-ons until 4:30 p.m. each business day.

BASE FACILITY FEE, COMMODITY FEE AND CUSTOMER ACCOUNT FEE FOR SERVICE

Upon Service Activation, the Customer will be billed and is obligated to pay minimum monthly fees for service availability, whether or not consumption has occurred. The minimum monthly fees are identified as a Base Facility Charge and Customer Account fee. Once Utility Service to a property is initiated, the minimum monthly fees will continue to accrue against the property, notwithstanding intermittent service termination(s) of Customer(s) on the property. The Customer will also be billed and is obligated to pay monthly Commodity fees or Consumption Charges for the amount of utility service consumed.

TAX CLAUSE

Rates and charges may be increased or a surcharge added in the amount of the applicable proportionate part of any taxes and assessments imposed by any governmental authority in excess of those in effect after the approval of this rule which are assessed on a basis of meters, or customers, or volume of utility service, or the price of or revenues from water and/or wastewater service sold or any other reason.

LIMITATION OF USE

Utility service purchased from the District shall be used by the Customer only, and the Customer shall not sell or otherwise dispose of or re-distribute such service supplied by the District. In no case

shall Customer, except with the written consent of the District, extend his connection across a street, alley, lane, court, property line, avenue or other way, in order to furnish utilities service for adjacent property, even if such adjacent property is owned by him (in these cases, a properly executed and recorded Unity of Title will be required).

A Customer receiving Potable Water service from the District:

- shall restrict the use of a private well to irrigation only
- shall not interconnect or cross-connect the Potable Water plumbing system with any other water supply system

In case of such unauthorized extension, re-metering, re-distribution, sale or disposition of service or interconnection or cross-connection, said Customer's service is subject to immediate discontinuance until said service is properly authorized by the District and full payment is made for prior service calculated using the proper classification and rate schedules.

CONTINUITY OF SERVICE/NO DAMAGES

The District shall not be liable to the Customer for damages, whether direct, indirect, consequential, or special, for failure or interruption of continuous Potable Water, Reclaimed Water and/or Wastewater service. The District shall further not be liable for damages, whether direct, indirect, consequential, or special, for any act or omission caused directly or indirectly by District's negligence, acts, or omissions, labor troubles, accidents, litigation, breakdowns, shutdowns, repairs, adjustments, acts of sabotage, wars, Federal, State, Municipal or other Governmental legislation, regulation or other interference, acts of God or causes beyond its control.

CHANGE OF CUSTOMER'S INSTALLATION

Changes to the Customer's service installation will be made when deemed necessary by District. If requested by the Customer, or if a Customer's service installation needs to be moved due to Customer's construction (i.e., driveway), or if a Customer's service usage increases, said changes will be at Customer's sole cost and expense.

If the change is requested to replace an inadequate or oversized meter or service line, District will have such proper sizes installed. Costs for such installation will be borne by the Customer.

INDEMNIFICATION

Under certain circumstances, field conditions may require the Customer to place facilities, structures, landscaping and/or other encroachments over, upon or across utility easements, rights-of-way or other access facilities or to seek a modification from the District's standard easement requirements. In consideration of a Customer's encroachment existing or continuing within a utility easement and to induce the District to allow such encroachment or to modify standard easement requirements, the Customer agrees to indemnify and hold the District harmless from any and all damage, including but not limited to, total destruction of such encroachment that may result from the District's use of any utility easement or right-of-way. Such indemnification shall not require additional documentation, but District may require Customer enter into an Indemnity Agreement, in form approved by the District which will be recorded in the Public Records of the County.

INSPECTION/ACCESS TO CUSTOMER'S PREMISES & INSTALLATIONS

1. All Customer's service installations or changes may be inspected by the District, at the District's sole option, upon completion of the work to insure that Customer's piping and equipment have been installed in accordance with accepted standard utility practices. Where other governmental inspection is required by local rules or codes, the District cannot render service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the District.
2. The duly authorized agents of the District shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, repairing and inspecting or removing the District's property, reading meters 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 or other claims related to such access and activities.

LIABILITIES

The Customer is responsible to properly protect the District's facilities serving the Customer's premises, and will permit no one but the District's personnel or agents, or person(s) authorized by law, to have access to or tamper with these facilities. In the event of any loss, or damage to property of District caused by carelessness, neglect, abuse or misuse on the part of the Customer, the cost of making good such loss or repairing such damage, and any charges for utility service so impacted, will be assessed to the Customer.

POTABLE WATER, RECLAIMED WATER AND/OR WASTEWATER SERVICE AVAILABILITY

Whenever Potable Water, Reclaimed Water, and/or Wastewater service is available or becomes available to a property, the property owner shall connect all available services to the property if required by local, state or federal regulation.

1. **Reclaimed Water System Requirements:**
 - a. **Property Owner Facilities.** As provided in the UEP, a Property Owner will install and maintain an underground Reclaimed Water irrigation system of low-trajectory spray heads that is controlled by electrical timers and valves. The Reclaimed Water supply shall not enter any building containing a dwelling unit, except in accordance with FDEP rules and regulations. No above ground hose bibbs will be allowed on the Reclaimed Water system. All Reclaimed Water hose bibbs must be installed in locked boxes located below grade and must be colored and marked in accordance with FDEP rules and regulations.
 - b. **Standards.** The following standards shall be strictly adhered to in the design, construction and operation of all Reclaimed Water systems: the UEP, the District's Construction Standards, as amended from time to time, Rule 62-610, Florida Administrative Code, as amended from time to time, FDEP rules, regulations and policies, and Plumbing Code of the Southern Standard Building Code Congress International, Inc., latest edition as amended from time to time.

c. **Public Notification and Signage.** Adequate signs in compliance with FDEP rules and regulations shall be posted throughout the Reclaimed Water irrigation system to inform the public that nonpotable Reclaimed Water is being used for irrigation. These signs must be routinely visible to residents and guests of the Property. A minimum of one sign per Property or one sign per irrigated acre, whichever is greater, shall be posted. The signs, to be posted at the entrances to irrigated areas and at appropriate intervals, shall state, at a minimum, “Reclaimed Water Irrigation Area”, “Landscaping Irrigated with Reclaimed Water”, “Reclaimed Water – Do Not Drink” or similar text. Minimum height of lettering on the signs shall be one inch. Lettering shall be purple on a contrasting background. For hose bibbs, the sign shall be on the cover of the below grade box in letters at least 0.5 inch high or a purple plastic bag containing the warning language in contrasting letters that are at least 0.25 inch high shall be permanently attached to the bibb inside the box. All piping, valve boxes, hose bibb boxes, and above ground fittings and valves shall be purple.

d. **Cross Connection.** Property Owners utilizing Reclaimed Water shall not directly or indirectly connect their Reclaimed Water system to the Potable Water system.

e. **Compliance.** Failure to comply with the Reclaimed Water System Requirements and all FDEP reclaimed water rules and regulations shall be grounds for the District to discontinue Water, Wastewater and Reclaimed Water service to the Property, until the Property Owner comes into compliance. Property Owners that do not use the minimum volume of Reclaimed Water during a monthly billing cycle may be assessed the minimum charge per thousand gallons for each thousand gallons of reclaimed water use below the minimum. All Wastewater Customers shall be required to accept back Reclaimed Water to their property in amounts at least equal to eighty percent (80%) of the amount of Wastewater delivered to the District, provided the District shall not be obligated to so provide Reclaimed Water to the Customer.

RECORDING

By adoption of this Utility Service Policy, the District Board specifically authorizes the Utility Director to record, and the Clerk of Courts, to accept for recording, all easements, rights, indemnities, deeds, liens, development agreements, maintenance agreements, Unity of Title or permits granted, acquired, or authorized pursuant to the provisions of the UPAP.

RIGHTS-OF-WAY OR EASEMENTS

As a condition to the provision of utility service to a Customer, by acceptance of utility service from the District, the Customer will be deemed to have granted to the District all rights, easements, licenses or permits to enter onto Customer’s property, and to construct, repair, maintain, replace, remove, reconstruct, enlarge and place utility facilities on, under, through, and over Customer’s property for the purpose of providing utility service to Customer’s property or for the purpose of enhancing the provision of utility services to all Customers (collectively, “Easement Rights”), which Easement Rights may be exercised by the District without further grant, approval or consent of the Customer. The Easement Rights shall be binding on the Customer and its successors and assigns and shall run with the land. Notwithstanding the existence of such Easement Rights, in addition at the District’s request, the Customer shall grant or cause to be granted to District and without cost to the

District, any recordable rights or easements or permits to the District to further evidence the District's Easement Rights. Failure to grant or obtain required recordable easements shall be grounds for discontinuance of service by the District until such required easements are provided to the District.

WASTEWATER BACKUP

Most Wastewater backups are caused by plugging of the lines on the Customer's side of the point of connection by deleterious objects such as tree roots which have grown into the Customer's facilities. Another common cause of overflows is wastewater pipes blocked by grease. Grease gets into the Wastewater from household drains as well as from poorly maintained grease traps in restaurants and other businesses. The following procedures will apply to Wastewater backups:

1. If contacted by a Customer, the District will respond and investigate the cause of the backup, clearing the District's Wastewater Service Line obstructions, if any, up to the Point of Service.
2. If District's Wastewater Service Line is clear, the District will so advise the Customer, and the Customer will be responsible for any work required on the Customer's side of the Point of Service. Customer will be charged the appropriate service fees.
3. The Customer will be responsible for all plumbing costs associated with this work if they hired a plumber before contacting the District and/or if the blockage is found to be on the Customer's side of the point of service.
4. The District shall not be responsible for any damages relating to or resulting from a Wastewater backup. Customers are urged to check their property insurance to assure coverage for Wastewater backup damages.

UNAUTHORIZED CONNECTION (TAMPERING)

Unauthorized or fraudulent use of, connection to, or tampering with District facilities is a violation of State Law and this USP and violators will be prosecuted. Connection to District's facilities without specific approval in writing, receiving service without legal payment for same and otherwise circumventing specifications herein for provision of service are prohibited.

Florida Statutes, Section 812.14, which may be amended from time to time, states:

812.14 Trespass and larceny with relation to utility fixtures.—

(1) As used in this section, "utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, water, oil, sewer service, telephone service, telegraph service, radio service, or telecommunication service.

(2) It is unlawful to:

(a) Willfully alter, tamper with, injure, or knowingly suffer to be injured any meter, meter seal, pipe, conduit, wire, line, cable, transformer, amplifier, or other apparatus or device belonging to a utility line service in such a manner as to cause loss or damage or to

prevent any meter installed for registering electricity, gas, or water from registering the quantity which otherwise would pass through the same; to alter the index or break the seal of any such meter; 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 electricity or gas or 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, wire, pipe or fitting, or other appliance or appurtenance has been tampered with, injured, or altered.

(b) Make or cause to be made any connection with any wire, main, service pipe or other pipes, appliance, or appurtenance in such manner as to use, without the consent of the utility, any service or any electricity, gas, or water, or to cause to be supplied any service or electricity, gas, or water from a utility to any person, firm, or corporation or any lamp, burner, orifice, faucet, or other outlet whatsoever, without such service being reported for payment or such electricity, gas, or water passing through a meter provided by the utility and used for measuring and registering the quantity of electricity, gas, or water passing through the same.

(c) Use or receive the direct benefit from the use of a utility 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, wire, conductor, meter, pipe, conduit, line, cable, transformer, amplifier, or other apparatus or device owned, operated, or controlled by such utility, for the purpose of avoiding payment.

(3) The presence on property in the actual possession of a person of any device or alteration that affects the diversion or use of the services of a utility so as to avoid the registration of such use by or on a meter installed by the utility or so as to otherwise avoid the reporting of use of such service for payment is prima facie evidence of the violation of this section by such person; however, this presumption does not apply unless:

(a) The presence of such a device or alteration can be attributed only to a deliberate act in furtherance of an intent to avoid payment for utility services;

(b) The person charged has received the direct benefit of the reduction of the cost of such utility services; and

(c) The customer or recipient of the utility services has received the direct benefit of such utility service for at least one full billing cycle.

(4) Any person who willfully violates this section shall be guilty of a misdemeanor of the first degree, punishable as provided in s.775.082 or s.775.083.

(5) Whoever is found in a civil action to have violated the provisions hereof shall be liable to the utility involved in an amount equal to 3 times the amount of services unlawfully obtained or \$1,000, whichever is greater.

(6) Nothing in this act shall be construed to apply to licensed and certified electrical contractors while performing usual and ordinary service in accordance with recognized standards.

As set forth above, the District will prosecute violations of Section 812.14, Florida Statutes, as amended from time to time; will bring civil action to enforce violations of Section 812.14, Florida Statutes. In addition, the violation of Section 812.14, Florida Statutes, shall be considered a breach of the customer's service agreement with the District, and will subject violators to breach of contract enforcement actions by the District. Any violations of Section 812.14, Florida Statutes, is subject to immediate discontinuance of service without notice, and service will not be restored until all fees and charges for repair to the District's facilities and for utility service unlawfully appropriated, including base charges and commodity or consumption charges, have been paid in full and proper connection is accomplished and charges for same paid in full. Such violation shall further subject the Customer to all delinquent account procedures. The District shall estimate the amount of utility service that has been unlawfully appropriated, which estimate shall be final and binding on the Customer. Administrative fees will also be assessed to the violator for the costs incurred by the District in discovering, remedying and enforcing a violation, including, but not limited to, attorneys' fees, paraprofessional fees, expert fees and costs, through all levels of appeal.

SECTION 4 BILLING

GENERAL

1. Account Deposit Policy

Each new residential and non-residential Customer, unless specifically exempted as provided for herein below, shall be required to place on deposit with District an initial Account Deposit. The Account Deposit is intended as security for payment of any bill and is refundable to the Customer, less final fees, as stated herein. The Account Deposit will be paid upon Service Application.

Payment of a Deposit does not prevent District from discontinuing service for non-payment of a past due balance even though the Account Deposit would cover the indebtedness. The District will not be required to draw down an Account Deposit as a condition to bringing an action to recover past due balances from a Customer, but the District may draw down an Account Deposit during any action to recover past due balances from a Customer.

2. Residential Deposit Requirement:

An Account Deposit shall be required for each dwelling unit. Multi-family units utilizing a master meter shall pay the account deposit for a 5/8" x 3/4" meter times the number of dwelling units. Single residential Customers utilizing an over-size meter shall be required to place an Account Deposit based upon meter size.

3. **Non-residential Deposit Requirement:**

The amount of the Account Deposit shall be based upon meter size as provided in the Rate Tariff.

4. **Existing Account Deposits:**

In the event of an increase in the Account Deposit requirements, existing Customers shall not be required to increase their account deposit unless the account has been finalized and the account deposit used, in part or in full, for the satisfaction of outstanding amounts due.

5. **Additional Deposits:**

The District can impose a new Account Deposit from an existing customer if that customer establishes bad credit with their utility account, or their account payment history reflects an issue with their utility account.

6. **Exceptions:**

Agencies of the federal, state or local government are exempt from Account Deposits. Charitable and quasi-governmental agencies are required to have an Account Deposit.

7. **Deposit Refund:**

The District may, at the end of twenty-four (24) months of good account history, and at the request of a Customer, credit the Account Deposit to the respective account or issue a refund check when the account is deactivated, whichever comes first. Good account history is defined as:

- a. Not more than one (1) past due notice in any twenty-four (24) month period.
- b. No involuntary discontinuance of service in any twenty-four (24) month period.
- c. No uncollectible items in any twenty-four (24) month period.

8. **Account Deposit Transfer:**

An Account Deposit will not be transferred for the same Customer to a new service address but will be applied to the final bill, and a refund check issued for the balance of the deposit. In the event a Customer, for at least twenty-four (24) months, with good account history, as defined above, moves from one service location to another within the District's service area, a new Customer Deposit will not be required.

9. **Transfer of Service:**

Utility Service may be transferred from one Customer to another upon written request and approval by both parties, the outgoing and new Customer. In the absence of a request for transfer of service, the water service will be locked off on the date requested by the outgoing Customer. Base Facility Fees and Customer Account Fees will continue to accrue and are the responsibility of and be billed to the Property Owner. An Account Service Fee will be billed when said service is reactivated.

The District reserves the right to obtain owner information from either the Property Appraiser's file or other reliable sources for the purpose of complying with the billing requirements of the

USP. The date of account transfer will be the date the District confirms ownership pursuant to the provisions of this paragraph.

10. Rental Property:

As a condition for the District to enter into a direct Customer relationship with renters of rental properties, rental property Property Owners agree and acknowledge that the Property Owners shall be responsible for all Customer billings accruing during the period of time between when one renter vacates the rental property and another renter applies for utility service at the rental property, and may not charge such accrued amounts to a renter. Property Owners shall be responsible for immediately notifying the District and certifying the date when a renter vacates a rental property or all past due charges become the Property Owners responsibility.

Pursuant to the provisions of law, District shall not refuse services, or discontinue potable water, reclaimed water or wastewater services to the owner of any rental unit for non-payment of service fees incurred by a former renter of the rental unit if the former renter was a direct Customer of District, and any unpaid service charges incurred by such former renter shall not be the basis for any lien against the rental property. Nothing in the UPAP shall require the District to enter into direct Customer relationships with renters. The District may require a rental property Property Owner to be the District's customer, in which event the Property Owner shall be responsible for all unpaid District invoices accrued during the tenancy of a renter which shall be a lien against the rental property.

The District requires at least a six (6) month lease in order to put the Utility service in the renter's name, otherwise the Utility Account will be in the Property Owner's name and the monthly bills will be the responsibility of the Property Owner.

Properties that will be wastewater only customers of the District will have the Utility Account in the Property Owner's name and the monthly bills will be the responsibility of the Property Owner.

11. Mobile Homes:

Where service is being provided to a leased lot in a mobile home park, the District shall require the property owner of the mobile home to be the District's Customer and be responsible for the monthly billing, including all Fees and charges if not served by a master meter.

BILLING CYCLE

A billing cycle shall consist of approximately one month dependent upon weather, holidays, access to meters, work force availability, etc. All meters will be read on a monthly basis with billing performed on a monthly basis.

A utility bill will be mailed to the Customer approximately every month. The District must receive payment by the bill due date to insure proper credit to the account prior to the next bill. Non-payment prior to the beginning of the next billing period shall result in the unpaid amount being carried forward as a past-due balance. Bills will be rendered monthly and shall be considered as received by

the Customer when mailed to their service or mailing address, as requested by the Customer. Non-receipt of bills by the Customer does not release nor diminish the obligation of the Customer with respect to payment thereof. Transactions received after 4:30 p.m. are considered as having been received the next business day.

An estimation of a Customer's monthly bill may occur from time to time, such as with, or due to a disaster or technical issues. True up with a Customer's account will occur when actual meter reading/usage is obtained.

All accounts shall be billed a Customer Account Charge and Base Facility Fee on a monthly basis, irrespective of actual usage, to compensate the District for the fixed and non-variable costs of operating the Utility and maintaining readiness to serve the Customer.

DELINQUENT ACCOUNTS

A Customer who has not paid a prior month's bill and whose subsequent month's bill shows a past-due balance is considered delinquent and will incur past-due fees. The District may administratively waive one past-due fee during any twelve-month period for any one Customer Account. A past-due balance consists of the previous bill balance less credit adjustments and payments. Payment of the past-due balance must be received at the District's office within ten (10) days of the date shown on the Customer's Utility Late Notice or service will be terminated. Restoration of service to a Customer following service termination may be completed within three business days after satisfaction of the past-due balance, including late fees, which is owing and unpaid to the District at that service address by that Customer. An Account Service Fee will be applied to the Customer's next bill.

The District may also delay shut-off of service on a "Promise to Pay" basis up to two (2) times in any twelve month period on a case by case basis, such as with a verified leak. If the Customer fails to deliver funds on a "Promise to Pay" within five (5) business days, said service will be discontinued and the Customer will not be eligible for an additional "Promise to Pay" for twenty (24) months.

If not paid within an additional five (5) days, the account may be closed using any account deposit, if available, for full or partial payment. Any subsequent service to the same service address will be considered a new account and all appropriate fees will apply. The District will pursue any reasonable and necessary credit and collection procedures as a result of the Customer's non-payment of the account balance, including utilization of Credit Bureau services and credit and collection agencies.

Should Wastewater only service need to be terminated due to the Customer's non-payment, the District will endeavor to advise the Customer in writing at least ten (10) days in advance of such proposed service termination. The District shall, after the expiration of such ten (10) day period, make such termination on the District's side of the Point of Service. Reconnection to the system will be at Customer's expense for all costs incurred ("At Cost" basis). This section is in addition to all rights of termination provided to the District under applicable law.

The District will diligently enforce and collect all fees and will utilize reasonable collection practices. In hardship cases, the District may provide a Customer with a payment plan (limited to one plan

every twelve (12) months) which allows the Customer to pay his delinquent account balance evenly over the next three months on an interest free basis, in addition to Customer's current charges. The customer will sign a Payment Arrangement Contract. In cases where the Customer fails to abide by the terms of said payment plan, the Customer's utility service shall be immediately discontinued until all delinquent amounts are paid in full. The Customer shall also not be eligible for additional payment plans for a twenty-four (24) month period.

DISHONORED CHECKS

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 a check or bank draft fails to clear the drawer's bank for any reason, it is considered a non-payment as of the date of receipt of the check or bank draft. Payment of delinquent accounts by a check or bank draft failing to clear will result in immediate discontinuance of service without notice to the Customer. When the District receives notice of a dishonored check or bank draft, the transaction will be reversed and a returned check fee will be applied to the Customer's account. If a Customer pays with more than one dishonored check or bank draft in any previous twenty-four (24) month period, the Customer will be required to make subsequent payments in cash, money order, credit card, or certified funds for a period not less than twenty-four (24) months at which time check privileges will be reinstated.

PARTIAL PAYMENTS

When payment has not been received in full, service may be refused and/or terminated. Service will not be reactivated on the basis of partial payment when service has been terminated unless payment arrangements have been made with District in advance.

TERMINATION LIABILITY

There shall be no liability of any kind against the District for service termination due to the Customer's failure to pay any bill in full and on time.

ADMINISTRATIVE HEARINGS

1. **Administrative Hearing Board ("AHB").** The AHB has the power to hear and review disputes relating to the correctness of utility bills, the imposition of utility fees, and challenges to termination of service.

2. **Composition.** The AHB shall be composed of three (3) members to be appointed by the District, one of whom shall be designated as Chair of the AHB. The Director may designate or appoint a District staff member to serve as an alternate member of the AHB. The alternate member shall vote only in the absence of a regular member.

3. **Standard of Review.** The Customer/applicant shall have the burden of providing evidence that he or she is entitled to relief. The AHB shall have no authority to alter or waive the utility fees approved by the District.

4. Procedure to Request Hearings.

- a. A Customer/applicant may request a hearing before the AHB by submitting a request for hearing on a form provided by the District within five (5) business days of termination of service or within six (6) months of the due date of the contested bill. The request for hearing shall be accompanied by the appropriate Administrative Hearing Fee.
- b. Upon receipt of the request for hearing, the District shall set a time, date, and place for the hearing. The District will schedule the hearings during the normal Business Hours of the District. The District shall provide the Customer/applicant written notice of the time, date and place of the hearing by certified mail, return receipt requested, no later than ten (10) days prior to the date of the hearing. Failure of the Customer/applicant to appear at a duly noticed hearing shall be deemed a waiver of the right to a hearing and the case shall be dismissed by the AHB. In the event the Customer/applicant is unable to attend the hearing in person, the Customer/applicant may: A) Request that his case be heard by telephone; or B) Submit a written statement in the form of an affidavit and provide documentary evidence prior to the hearing which shall be submitted into evidence by District staff at the hearing and shall be considered by the AHB in reaching its decision. The Customer/applicant shall also be entitled to one (1) hearing postponement if the Customer/applicant submits a request for postponement in writing to the District a minimum of forty eight (48) hours prior to the hearing.

5. Conduct of Hearings

- a. Order of Hearings.
 1. The District may schedule multiple cases to be heard by the AHB on the same day.
 2. All persons who will be giving testimony at the hearing, including the Customer/applicant and District staff, shall be sworn in by a Notary Public.
 3. The Chair of the AHB may introduce the AHB members and provide a brief background of the hearing process at the beginning of the meeting.
 4. The Customer/applicant shall present his case, which may include submission of evidence and testimony of witnesses.
 5. District staff shall present the District's case.
 6. Cross-examination of witnesses.
 7. Discussion/question and answer period.

8. Deliberation and formal determination.

b. Record of Proceedings. Hearings shall be tape recorded by the District. All evidence admitted at the hearing and the written decision of the AHB shall be maintained by the District in a separate file constituting the record of the case.

c. Rules of Evidence. The formal rules of evidence do not apply, but fundamental due process shall be observed. The Chair of the AHB may exclude testimony or evidence that he or she finds to be irrelevant, immaterial, or unduly repetitious, but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in trial in the courts of Florida.

d. Cross-examination. The AHB may inquire of or question any witness present at the hearing. The Customer/applicant and District staff shall also be permitted to inquire of or question any witness present at the hearing.

e. Decision of the AHB. The AHB shall orally render its decision based on the testimony and evidence presented at the hearing at the conclusion of the hearing. The Board's objective is to resolve each dispute by rendering a decision which is just and equitable to both the Customer/applicant and the District. In addition, an inability or unwillingness to pay as a consequence of permanent or temporary financial hardship of the Customer/applicant shall not be considered grounds for the reduction of a utility bill or fee; however, the AHB may establish a payment plan which provides for required payments on an interest free basis for a period up to twelve (12) months in addition to Customer's current charges. The written decision of the AHB shall be mailed to the Customer/applicant within thirty (30) calendar days of the hearing.

f. Final Action. The decision of the AHB shall constitute the final decision of the District. There shall be no right of appeal to the County.

6. Open Deliberations. Hearings before the AHB are public meetings and shall be open to the public at all times. The AHB shall conduct its deliberations and vote on all matters before it at the public meeting.

7. Ex Parte Communications. An ex parte communication is any written or oral communication with an AHB member other than one made on the record at the time of the hearing. AHB members should not engage in ex parte communications regarding any issue which may be heard by the AHB. If a written communication is received by an AHB member concerning an application or a pending case, the communication shall be disclosed and made part of the record prior to the final action on the matter.

8. **Appeal.** Any aggrieved party may appeal a decision of the AHB within thirty (30) days of the execution of the written order/decision of the AHB by filing a petition for Writ of Certiorari in the Circuit Court.

ADJUSTMENT OF BILL FOR METER ERROR

A Customer may request a meter test subject to applicable fees. In meter tests made by the District, the accuracy of the meter and its performance in service shall be judged by its average error rate. The average meter error shall be considered to be the average of the errors at the test rate flows in accordance with the American Waterworks Association (AWWA) standards.

Fast Meter - Whenever a meter tested is found to register fast in excess of the tolerance provided in the AWWA standards, the District shall credit the Customer's account in the amount billed in error for the period since the last test; said period not to exceed three (3) months except that if it can be shown that error was due to some cause, the date of which can be fixed. The over charge shall be computed back to but not beyond such date. The credit shall be based on the customer's average consumption over twelve (12) months and exclusive of any minimum fee.

Slow meter - Whenever a meter tested is found to register slow in excess of the tolerance provided in the AWWA standards, the District will back bill the Customer for the lost revenue. The back bill shall be based on the customer's average consumption over the prior twelve (12) months. In the event of tampering with a meter, the District may back bill based on the customer's average consumption before the tampering for the period of the tampering.

Non-Registering Meter - In the event of a non-registering meter, the Customer will be billed on an estimated basis on the Customer's average consumption or similar customer's usage. In the case of a new customer with no usage history, the District will wait ninety (90) days to get an average consumption to use in back billing. The District may back bill the Customer for the period of the non-registering.

ACCOUNT ADJUSTMENT FOR BILLING ERROR

The District will provide Customer account adjustments for the services which were billed but were not provided to the Customer. Customers will be obligated to submit such billing discrepancy in writing with sixty (60) days of receipt of a disputed invoice, or such dispute is waived by the Customer. Said account adjustments will not exceed sixty (60) days and will be further limited to the current Customer's account.

The District will also provide Customer account adjustments for services which were provided but were not billed to the Customer. Said account adjustments will be based on Section 95.11, Florida Statutes, as may be amended from time to time except where the District determines that the account adjustment was jointly or solely caused by the Customer. In instances where the District finds cause, said account adjustments will be made from the date the services were first provided but not billed. In either event, the account adjustments will be limited to the current Customer's account.

EXCESSIVE USAGE CREDIT

To avoid the expense of an administrative hearing regarding a timely disputed abnormally high utility bill, an Excessive Usage Credit may be provided by the District at the Customer's request for Customers meeting the following criteria:

1. The abnormally high usage for any one month where an actual meter reading is obtained and is four (4) times the Customer's average monthly usage for the past twelve months; and
2. The total usage on the Customer's bill in question exceeds 10,000 gallons; and
3. The abnormally high usage is not the result of an apparent or deliberate act of the Customer; and
4. The excessive usage credit is limited to a one (1) time conservation credit on a specific account; and
5. Customers must provide proof to the District of why the excessive usage occurred; such as a plumber's invoice for a leak repair.

The Excessive Usage Credit for residential Customers is calculated by multiplying the residential Customer's excessive consumption (consumption which exceeds the Customer's twelve month average with a 10,000 gallon minimum) by the lowest tiered rate per thousand gallons.

TEMPORARY DISCONNECT

A temporary disconnect will be honored if the Customer so requests, but said Customer will be billed and must pay on a monthly basis Customer Account Charge and Base Facility Charges. In addition, an Account Service Fee will be assessed when full service is restored.

LIEN FOR SERVICES

The District has a lien on all lands and premises served or to be served by The District's utility system for all rates, fees, charges and costs attributable to service to such lands and premises or arising out of a duty or liability imposed by the USP and UEP until paid. Such liens, when delinquent for more than 20 days, may be foreclosed by the District in the manner provided by the laws of Florida for the foreclosure of mortgages on real property, and as provided below.

LIEN FORECLOSURE PROCEDURE

As provided above, the District has a lien for all rates, fees and charges until paid, including those of FPUA, charged as the District's bulk utility provider, which lien is co-equal with the lien of ad valorem property taxes. The District's lien attaches to a Customer's property on the date of initiation of utility services by the District, and all amounts due the District related back to the date of attachment of the lien. All existing and subsequent parties in interest to Customer's property are on notice that the District has a continuing lien for payment of utility services. The District may, but is not obligated to, cause a Notice of Lien for all unpaid amounts and subsequent accruing unpaid amounts, including but not limited to interest, attorneys' fees and filing fees, to be recorded against the parcel of property to which said utility service was provided or made available. Notwithstanding whether the District has recorded a Claim of Lien, the District may foreclose its lien against a Customer's property.

The District hereby delegates the County attorney or his designee the authority to execute and record a Claim of Lien for Utility Service, execute related satisfactions, and releases of invalid or inappropriately filed liens in the Office of the Clerk of the Circuit Court for the County. Said Claim of Lien for Utility Service shall contain the current amount of the delinquent fees or rates including monthly Base Facility Fees which continue to accrue in order to maintain service availability to the property; the name of the property owner as indicated by the real property assessment roll maintained by the Property Appraiser of each applicable County; and, a legal description of the real property against which the lien is imposed. The lien shall, constitute additional notice to all existing and subsequent parties-in-interest of the current amount of utilities due the District under its continuing utility lien against the Customer's property.

STATUS AND ENFORCEMENT OF LIENS

The utility lien accruing against Customer's property shall be considered to the same extent and character as a lien for a special assessment. Until fully paid and discharged, said fees, late fees, and interest accrued thereon shall be, remain, and constitute a special assessment lien equal in rank and dignity with the liens of county ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved, including mortgages.

Said liens may be enforced and satisfied by the District, pursuant to the foreclosure provisions of Chapter 173, Florida Statutes, as it may be amended from time to time, or by any other method permitted by law. The lien provided for herein shall not be deemed to be in lieu of any other legal remedies for payment available to the District, including but not limited to suspension and termination of water service. Said lien may be foreclosed or otherwise enforced by the District by action or suit in equity as for the foreclosure of a mortgage on real property and shall be considered to the same extent and character as a lien for special assessment.

CROSSED SERVICE LINES/INCORRECT BILLINGS

In the event that Customers cross potable water service lines on private property which leads the District to obtain incorrect readings, the District will assume no liability for repaying or collecting monies due from the affected parties. The District, however, reserves the right to adjust the bills of the affected parties.

SECTION 5 - METERS

ALL POTABLE WATER AND RECLAIMED WATER THROUGH METERS

Meters are required on all Potable Water and Reclaimed Water service connections irrespective of the size or nature of service. No property shall have access to or use of Potable or Reclaimed Water without delivery through a meter.

Meter sizes are 5/8" x 3/4", 1", 1 1/2", 2", 3", 4", 6" and larger as necessary. Various rates and fees, including user-fees, are dependent upon meter size. It is the responsibility of the Customer to select the meter size that is appropriate for his expected demand. The District will advise Customers regarding meter selection. However, the District reserves the right to over-rule the Customer's

selection if that selection is not compatible with reasonable expectations of service demand for the connection. Duplex or similar meter schemes (two one-inch meters in lieu of one two-inch meter) will not be permitted. In general, differing types of uses (i.e., residential, commercial, multi-family) shall require separate meters. A separate Potable Water meter, however, is not required for laundry facilities serving only on-site multi-family tenants through a master-metered connection.

METERS - PROPERTY OF THE DISTRICT

All meters shall be furnished and installed by and remain the property of the District and shall be accessible to and subject to its control. The Customer shall provide meter space to the District at a suitable and readily accessible location and when necessary, within or on the premises to be served, with adequate space for installations, operation, maintenance and testing. The County right-of-way will be used for meter placement whenever possible.

CONNECTIONS TO BE MADE BY THE DISTRICT

Connections to District's Utility Facilities for any purpose whatsoever are to be made only by employees of or as authorized by the District. Unauthorized connections render the service subject to immediate termination without notice and service will not be restored until such unauthorized connections have been removed and payment is made in full for all service, including appropriate service fees, and any applicable fees.

METER ACCURACY REQUIREMENTS

All meters used for measuring utility service are to be in good mechanical condition and are to be appropriate 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 as specified in the AWWA standards for that meter. The utility service rendered by the District, as measured by metering devices, shall be prima facie evidence of the quantity of utility service used by the Customer.

INACCESSIBLE OR DAMAGED METERS

When a meter becomes inaccessible to read/maintain due to a Customer's actions, the District will advise the Customer in writing (certified mail, return receipt requested) and provide not less than thirty (30) days to allow the Customer to correct the situation. The District will take action to correct the problem or discontinue service upon failure to comply. All costs accrued for work performed will be charged to the Customer.

CONSTRUCTION WATER METERS

All potable water used for construction purposes or any other approved purpose on a project must pass through a meter with an approved backflow prevention device which is installed on a fire hydrant. The District will install construction meters on specific hydrants and the Customer will be billed for all appropriate fees. The installed meter shall not remain in service at any one location for more than two years. Construction meters may only be moved by District personnel. Construction meters to be placed on new fire hydrants will not be installed until a "construction only release" is obtained from the District. The water through construction meters shall be considered non-potable and shall not be used for drinking or consumption purposes. "Construction water" may be used for

non-potable applications such as temporary irrigation, testing of internal plumbing systems, flushing toilets in model homes, construction and/or sales trailers. The Developer shall post “Non-Potable Water – Do Not Drink” signs at all water outlets served with construction water per state regulations. No connection or guaranteed revenue fees are required for construction meters.

POTABLE WATER IRRIGATION AND FOUNTAIN METERS

The use of Potable Water provided by the District for irrigation purposes is discouraged as being wasteful of a quality resource. As a disincentive to such use, the District will not accept requests and will not install residential meters intended solely for such use or when Reclaimed Water is available. If the Customer chooses to irrigate with Potable Water, the Customer may do so through his main source meter and pay all commodity fees as appropriate for usage through that meter. If a Customer chooses to install a fountain meter, all current fees will apply at the non-residential, water-only rate. Potable Water shall not be used for irrigation purposes when Reclaimed Water service is available and when connection to the Reclaimed Water Distribution System is mandatory.

SALES TRAILERS/MODELS OR CONSTRUCTION TRAILERS

The installation of a temporary meter shall be considered on a case by case basis and at the discretion of the District. Two situations may apply:

1. Temporary Meter/Temporary Use:

- a. The applicant shall pay all applicable non-residential fees and charges (Account Service Fee, deposit, connection fees, guaranteed revenue fees, and installation fees).
- b. Prepaid connections shall not be utilized.
- c. All fees paid are non-refundable.
- d. Credit for this installation will not be allowed toward other service installations.

Upon termination of temporary use, the meter and box is to be removed, the account closed and the service line deactivated, removed or abandoned in its place as directed by the District.

2. Permanent Meter/Temporary Use:

- a. The applicant shall pay all applicable non-residential fees and charges (Account Service Fee, deposit, connection fees, guaranteed revenue fees, and installation fees).
- b. Prepaid connections shall be allowed and will be deducted according to anticipated future use. The difference in costs between future use and temporary use shall be paid at service initiation.
- c. The Customer is responsible for notifying the District when the use has converted to residential.

All temporary Service Lines shall be removed or abandoned at the discretion of the District.

The District may require that construction plans be prepared to reflect all necessary improvements. Plan Review and Inspection fees may apply.

UTILITY SERVICE POLICY
APPROVED AND ADOPTED
EXHIBITS AND STANDARD FORMS

[Remainder of page intentionally left blank]

ST. LUCIE COUNTY WATER AND SEWER DISTRICT

REQUEST FORM
FOR HEARING BEFORE THE
ADMINISTRATIVE HEARING BOARD

The undersigned customer/applicant hereby requests an administrative hearing before the St. Lucie County Water and Sewer District Administrative Hearing Board regarding the following claimed dispute relating to the correctness of utility bills, the imposition of utility fees, and challenges to termination of service:

[Please Print Legibly or Type Claimed Dispute]

[Please attach copies of any utility bills, correspondence with the District staff or other information relating to your Claimed Dispute]

Date: _____

Signature: _____

Name: _____

Service Address: _____

[Please include the \$_____Administrative Fee with request.]

ACCEPTED FOR FILING BY ST. LUCIE COUNTY WATER AND SEWER DISTRICT

Date: _____

Signature: _____

Name: _____

Position: _____