

**Sec # Description**

**Page #**

**TABLE OF CONTENTS**

1.0 ..... RULES OF OPERATION:  
.....8

1.1 ..... SEVERABILITY:  
.....8

1.2 ..... DEFINITIONS:  
.....8

AVAILABILITY OF SEWER SERVICE .....8

AVAILABILITY OF WATER SERVICE .....8

BACKFLOW PREVENTER.....9

BASE CHARGE.....9

CONSUMER.....9

CUT OFF .....9

DISTRICT .....9

DISTRICT CROSS-CONNECTION CONTROL PROGRAM.....9

GREASE CONTROL PROGRAM .....10

GREASE TRAP.....10

IRRIGATION ONLY METER .....10

LATE FEE .....10

LOCK OUT.....10

METER RE-INSTALLATION.....10

METER REMOVAL.....10

OWNER.....11

PLUMBER .....11

PAYMENT EXTENSION .....11

PAYMENT PLAN .....11

RESIDENTIAL.....12

<b>Sec #</b>	<b>Description</b>	<b>Page #</b>
	TAMPERING .....	12
	TAMPERING CHARGE.....	12
	TEMPORARY WATER CONSUMER .....	12
	TURN ON/TURN OFF.....	12
	USAGE.....	12
	UTILITY CONSTRUCTION SPECIFICATIONS .....	13
	WASTEWATER\ or \SEWER .....	13
	WATER.....	13
	WATER CONSERVATION CHARGE.....	13
1.3 .....	SUBHEADINGS	13
2.0 .....	FREE SERVICE PROHIBITED:	13
3.0 .....	CONNECTIONS.	14
3.1 .....	WATER SYSTEM CONNECTION REQUIRED:	14
3.2 .....	SEWER SYSTEM CONNECTION REQUIRED:	14
3.3 .....	REQUIRED CONNECTIONS:	15
3.4 .....	SANITARY REQUIREMENTS:	15
3.5 .....	DISPOSAL REQUIREMENTS:	15
3.6 .....	<u>SEPTIC TANK:</u>	16
3.7 .....	UNLAWFUL CONNECTION:	16

Sec #	Description	Page #
3.8	SERVICE REQUIREMENTS FOR NEW CONSTRUCTION & REMODELING:	
	.....	17
a)	Developer Review Costs.....	17
b)	Hydrant Requirements for Acceptance.....	17
c)	CONNECTION REQUIRED .....	18
3.9	<u>CONNECTIONS MAY BE MADE BY DISTRICT:</u>	
	.....	18
3.10	CONNECTING OLD PLUMBING:	
	.....	18
3.11	<u>MAINTENANCE OF CONSUMERS ON SITE PLUMBING SYSTEM:</u>	
	.....	19
3.12	DISTRICT CROSS CONNECTION CONTROL PROGRAM:	
	.....	20
3.13	<u>SEPARATE CONNECTIONS FOR EACH SEPARATE UNIT:</u>	
	.....	20
3.14	DISTRICT GREASE MANAGEMENT PROGRAM:	
	.....	21
4.0	APPLICATION FOR SERVICES.	
	.....	21
4.1	<u>APPLICATION AND DEPOSIT REQUIRED:</u>	
	.....	21
4.2	REJECTION BY DISTRICT:	
	.....	22
a)	Excessive Cost:.....	23
b)	Unpaid Services:.....	23
c)	Rule Violations:.....	23
5.0	<u>DEPOSITS</u>	
	.....	23
5.1	<u>DEPOSIT GUARANTY:</u>	
	.....	23

Sec #	Description	Page #
5.2	..... <u>DEPOSIT REFUND:</u>	25
6.0	.....MINIMUM CHARGES.	26
6.1	.....SEPARATE CHARGE FOR EACH METER:	26
6.2	..... <u>MOBILE HOMES DUPLEXES OR MULTIPLE DWELLING BUILDINGS:</u>	26
6.3	..... <u>SPECIALLY CONSTRUCTED ROOMING HOUSES:</u>	27
6.4	.....RESPONSIBILITY FOR PAYMENT:	27
6.5	.....ADDITIONAL UTILITY SERVICES:	27
6.6	..... <u>SINGLE PURPOSE:</u>	28
7.0	..... <u>RATES:</u>	28
7.1	..... <u>RATES FOR SPECIAL LARGE USERS:</u>	28
7.2	.....CONNECTION FEES:	29
8.0	.....RESPONSIBILITY OF THE DISTRICT.	29
8.1	.....WATER SERVICE:	29
8.2	.....SEWER SERVICE:	37
8.21	.....UNLAWFUL DISCHARGE	38
9.0	.....CONSUMER'S RESPONSIBILITY:	41

Sec #	Description	Page #
9.1	PIPING ON CONSUMER'S PREMISES:	41
9.2	WATER METER AND CUT-OFF VALVES:	41
9.3	PROPER INSTALLATION BY CONSUMER:	41
9.4	<u>LOSS OF DISTRICT'S PROPERTY:</u>	42
9.5	AGGRESSIVE OR THREATENING ACTS AGAINST DISTRICT PERSONNEL	42
10.0	EXTENSIONS TO WATER AND SEWER MAINS AND SERVICES.	43
10.1	<u>EXTENSIONS NOT REQUIRED OF DISTRICT:</u>	43
10.2	<u>LINE EXTENSION CONTRACTS:</u>	43
10.3	NO REFUND FOR LINE EXTENSION COST:	43
11.0	ACCESS TO PREMISES.	44
11.1	<u>ACCESS BY DISTRICT:</u>	44
11.2	RIGHT-OF-WAY FOR DISTRICT:	44
12.0	<u>CHANGE OF OCCUPANCY:</u>	45
13.0	METER READING - BILLING - COLLECTING.	45
13.1	METER READING:	45
13.2	<u>BILLINGS:</u>	46

Sec #	Description	Page #
13.3	..... DELINQUENCIES:	
	.....	50
13.4	..... <u>COLLECTIONS</u>	
	.....	51
	A. COLLECTION OF SEWER FEES WHERE OWNER HAS PRIVATE WATER SUPPLY .....	51
	B. COLLECTION OF DELINQUENT BALANCES.....	52
13.5	..... <u>VACATION RATE</u>	
	.....	52
14.0	..... SUSPENSION OF SERVICE:	
	.....	53
14.1	..... REASONS FOR SUSPENSION:	
	.....	53
14.2	..... <u>DISTRICT MAY SUE TO COLLECT MONIES OWED:</u>	
	.....	54
14.3	..... <u>RESTORATION OF SERVICE:</u>	
	.....	55
14.4	..... <u>PERMANENT SUSPENSION OF SERVICE:</u>	
	.....	55
	HABITUAL OFFENDERS .....	55
15.0	..... COMPLAINTS - ADJUSTMENTS:	
	.....	56
15.1	..... <u>CLAIMS MADE PRIOR TO DELINQUENCY:</u>	
	.....	56
15.2	..... CLAIMS MADE AFTER DELINQUENCY:	
	.....	56
15.3	..... SPECIAL METER READINGS:	
	.....	56
15.4	..... PETITIONING THE BOARD FOR RELIEF	
	.....	56
16.0	..... ABRIDGMENT OR MODIFICATION OF RULES	
	.....	57

<b>Sec #</b>	<b>Description</b>	<b>Page #</b>
17.0	..... SUMMARY OF CHARGES	
	.....	57
	MISCELLANEOUS FEES & CHARGES.....	57
18.0	..... ADOPTION OF RULES	
	.....	61
<b>INDEX</b>	.....	<b>62</b>

# **RESOLUTION 15-07**

## **RULES AND REGULATIONS**

### **FOR**

#### **IMMOKALEE WATER & SEWER DISTRICT**

**1.0 RULES OF OPERATION:** These rules and regulations, as amended from time to time, shall govern water and sewer service by the Immokalee Water and Sewer District.

**1.1 SEVERABILITY:** In the event any rule or portion thereof is found to be void or unenforceable, the remaining rules or portions thereof shall remain in force.

#### **1.2 DEFINITIONS:**

"ADMINISTRATIVELY REFUNDED" – a process whereby a deposit is applied to outstanding accounts that have not made payments within a specified period.

"AVAILABILITY OF SEWER SERVICE" shall be defined as a gravity sewer line of the District running adjacent and within 200 feet of the lot or parcel under consideration.

"AVAILABILITY OF WATER SERVICE" shall be defined as a water line of the District running adjacent to a property line of the lot or parcel under consideration.



"BACKFLOW PREVENTER" is an AWWA approved assembly or means designed to prevent backflow.

"BASE CHARGE" - a minimum charge to a Consumer for fixed costs. This does not include any usage charges for water and or wastewater service. Variable usage charges are a separate charge.

"BOARD" - shall mean the Board of Commissioners of the Immokalee Water and Sewer District.

"COMMERCIAL" - is a category of service that includes hotels, motels, bed and breakfast inns, and any other business structure deemed non-residential.

"CONSUMER" - shall mean an individual, firm, association, or corporation who has executed an application for water or sewer service, paid the applicable deposit, charges or fees, and to whom the District has agreed to supply water and/or sewer service.

"CUT OFF" - a process whereby the water meter is turned off due to non-payment of an account.

"DISTRICT" shall mean the Immokalee Water and Sewer District.

"DISTRICT CROSS-CONNECTION CONTROL PROGRAM" are those requirements stipulated in the latest version of the Immokalee Water & Sewer District Cross-Connection Control Program Manual, as required by the Environmental Protection Agency (EPA).

“DWELLING” – A building used as a home, in which people live.

A) “*SINGLE FAMILY DWELLING*” - Any individual dwelling unit served by its own water meter.

B) “*MULTIPLE DWELLING UNIT*” – Any dwelling unit served in common with one or more dwelling units by a single water meter.

"GREASE CONTROL PROGRAM" are those requirements stipulated in the latest version of the Immokalee Water & Sewer District Grease Control Program Manual.

"GREASE TRAP" is a grease interceptor or an assembly or means designed to prevent grease and oil from entering the wastewater collection system, and may also include an oil separator.

"IRRIGATION ONLY METER" is a meter for irrigation purposes that is charged no monthly sewer fees.

“LATE FEE” - A charge to cover administrative costs for collecting payments after the due date.

“LOCK OUT” - a process whereby a locking device is placed on a water meter to ensure termination of service as a result of non-payment of account.

“METER RE-INSTALLATION” The installation of a water meter that was previously removed.

“METER REMOVAL” – The final step after Lock-Out and Account Inactivation for nonpayment of an account.

“METER REPLACEMENT FEE” - The fee that will be charged to accounts when the meters are damaged and must be replaced, and there is no suspicion of tampering. This fee is used in addition to the other costs associated with the replacement of the meter, which would include the cost of the entire meter, antennae, meter register, etc.

"METER TAMPERING FEE" – The fee that will be charged when it appears that the meter was intentionally damaged. In addition, costs of replaced parts will also be charged in each instance where it is determined that the meter has been tampered with. If the meter is on a property that is deemed to be commercial or rental property, the property owner will be notified so that proper legal action will be taken.

“OWNER” shall mean an individual, firm, association, or corporation who owns or leases land within its District.

"PLUMBER" means one licensed to the plumbing trade in Collier County, Florida.

“PAYMENT EXTENSION” – an additional time period granted to a Consumer at the discretion of the District.

“PAYMENT PLAN” - an agreement between a Consumer and the District to pay for fees or services over a period of time.

"RESIDENTIAL" is a category of service that applies to a single family dwelling or to each residential unit in a mobile home park, duplex or multiple dwelling building, and includes residential migrant housing.

"TAMPERING" Any act (direct or indirect) by the Consumer, or by others with the Consumer's knowledge, and that said act will or may harm any District system. Harm would include, but not be limited to: reduction in operational efficiency, damage to infrastructure, loss of revenues or additional cost to District. Key elements are Consumer's knowledge of the act and the potential to harm a District system. The Consumer does not need to be knowledgeable of the potential harm the act may cause. (Also see PL 107-188 for Federal Definition of Tampering and federal penalties.)

"TAMPERING CHARGE". A charge imposed by the District for each instance of tampering. The purpose of a Tampering Charge is to discourage acts which may harm any District system.

"TEMPORARY WATER CONSUMER" - any Consumer of the District that accepts water from a hydrant or similar source utilizing a temporary water meter.

"TURN ON/TURN OFF" – Consumer requested service by which District turns water on or off at the meter to avoid loss of water during extended periods of absence or under emergency conditions.

"USAGE" – the amount of flow registered through a meter.

"UTILITY CONSTRUCTION SPECIFICATIONS" are those requirements stipulated in the latest version of the Collier County Water & Sewer District "Standards and Specifications Ordinance"; with the provision that requirements set forth in the District Grease Management Program, Cross Connection Control Program and IWSD Utility Exceptions supersedes those specifications, in the affected areas.

"WASTEWATER" OR "SEWER" - an untreated domestic sewage and/or commercial water based waste product.

"WATER" - a potable product of the water treatment system.

"WATER CONSERVATION CHARGE" – An additional surcharge placed on water usage rates when directed by Board resolution.

**1.3 SUBHEADINGS:** Subheadings are included for reference only and have no legal significance.

**2.0 FREE SERVICE PROHIBITED:** No water supply or sewage disposal service shall be furnished or rendered free of charge to any person, firm, corporation, government unit or any other entity except for firefighting services. Those entities which use the services of the District shall pay therefor at the rates fixed and in accordance with the Rules and Regulations adopted by the Board.

### **3.0 CONNECTIONS.**

**3.1 WATER SYSTEM CONNECTION REQUIRED:** Where water service is available, the owner of every lot or parcel of land within the Immokalee Water and Sewer District, shall connect, or cause the plumbing of any building or buildings thereon to be connected, with the central water system of the District, and use the facilities of such system. All such connections shall be made in accordance with the rules and regulations and the utility construction specifications, which shall be adopted from time to time by the Board. The rules and regulations shall provide for a charge for making any such connections in such reasonable amount as such Board may fix and determine. Within twelve months of receipt of notice from the Board, all parcels and lots which contain any building or trailer used for either residential, commercial or industrial use, which at the time of the adoption of this rule obtained water service from sources other than the central municipal system operated by the District shall disconnect from such existing water service and connect to the water system of the District. For existing homes that are forced to connect, the consumer may petition the Board. The consumer must ensure that there are no cross connections between their existing water system and the District's potable water line. Inspections may be performed by District personnel. The District will install backflow preventers in accordance with the existing cross connection control program, and charge the requisite fee for same.

**3.2 SEWER SYSTEM CONNECTION REQUIRED:** Where sewer service is available, the owner of each lot or parcel of land within the Immokalee Water and Sewer District, shall connect or cause the plumbing of any building or buildings or trailer or trailers to be

connected with the public sewer facilities of the sewer system of the District. Such facilities must be connected within three (3) months following notification to do so by the Board. All such connections shall be made in accordance with rules and regulations and the utility construction specifications as adopted from time to time by the Board, which rules and regulations may provide for a charge for making any such connections in such reasonable amount as the Board may fix and determine. No connection or connections shall be required where said sewer system or line is more than two hundred (200) feet from such lot or parcel of land.

**3.3 REQUIRED CONNECTIONS:** These rules shall not be construed to require or entitle any person to cross the private property of another to make any such water and/or sewer connection. Any agreements made between property owners who choose to cross property lines, will not now or ever involve the District.

**3.4 SANITARY REQUIREMENTS:** Every residence and building in which human beings reside, are employed or congregated, shall be required to have a sanitary method of disposing of human excrement, namely a sanitary toilet that is either connected with the District sewer, or an approved type of septic tank. A septic tank will be used only if the property is more than 200 feet from the sewer line or if, in the judgment of the District, sewer service is unavailable or impractical at a particular location.

**3.5 DISPOSAL REQUIREMENTS:** It shall be unlawful for any person, persons, firm or corporation owning or leasing any premises in the District to permit the disposal of

any human excrement on any property, leased or rented by any such person, firm or corporation or the agent of any such person, firm or corporation, except in a sanitary toilet where sewage lines are available as defined above.

**3.6 SEPTIC TANK:** No septic tank shall be constructed, if said parcel is within 200 feet of a sewer line, unless the District has otherwise determined that sewer service is unavailable or impractical at such location. No septic tank shall be constructed within the District until it is approved by both the State Department of Environmental Protection and the Collier County Building Department, and the proposed site is also approved by the Collier County Building Department. The District may require that the owner provide a pumping system to pump sewage to an existing sewer service if sufficient drop is not available for gravity sewer service.

**3.7 UNLAWFUL CONNECTION:** No person shall be allowed to connect into any water or sewer line owned by the District without the written consent of the District, and then the connection with such line shall be made only under the direction and supervision of the District and in accordance with the utility construction specifications. Any property owner, agent of the owner, or plumber who shall make any connection without such consent of the District shall, upon conviction, be subject to the penalties provided in section 14.0 and as provided by law. Service will be subject to discontinuance until such unauthorized activity is discontinued and full payment of all outstanding amounts due is made.



### 3.8 SERVICE REQUIREMENTS FOR NEW

**CONSTRUCTION & REMODELING:** No person, firm, corporation, or government entity shall build or remodel; or cause to be built or remodeled, any structure used for human habitation or occupancy which is located on a parcel or lot which is adjacent to water lines of the District without connecting to the District water system. Water service will be denied unless plans for construction or remodeling have been reviewed and approved by District staff and a valid Collier county building permit number has been provided.

a) **DEVELOPER REVIEW COSTS** - The District will submit plans from developers for review by its engineering firm. Costs incurred by this review process must be paid in order for the District to approve the final plans, and to allow the consumer to place the lines into service, and begin using District facilities.

b) **HYDRANT REQUIREMENTS FOR ACCEPTANCE** - Fire hydrants must meet standards as set forth in the National Fire Protection Association (NFPA). In addition, it must be unobstructed to permit easy access and operation. Blue reflective markers shall be affixed to the center of the highway with the reflective area facing the traffic flow. A flow test in accordance with the Immokalee Fire Control District guidelines, must be submitted. A thrust block inspection must be performed by District personnel (\$35.00 inspection fee), prior to being covered with soil. A Hydrant Ownership Acceptance fee of \$125.00 must also be submitted along with the exact physical address of each hydrant prior to acceptance.

c) **CONNECTION REQUIRED** - No person, firm, corporation or government entity shall build or remodel or cause to be built or remodeled any structure used for human habitation or occupancy within the District which is within two hundred (200) feet of a public sanitary sewer line without connecting to the District sewer system, unless the District has determined that sewer service is unavailable or impractical at a particular location.

**3.9 CONNECTIONS MAY BE MADE BY DISTRICT:** If any such owner of any lot or parcel of land within the District, shall fail or refuse to connect with and use the facilities of the water system and the sewer system of the District after notification by the Board, as provided herein, then the District shall be authorized to apply to a competent court of jurisdiction for an order authorizing the District to make such connections, entering on or upon any such lot or parcel of land for the purpose of making such connection. The District shall thereupon be entitled to recover the cost of making such connection, together with reasonable penalties and interest and attorneys' fees, by suit in any court of competent jurisdiction in addition, and as an alternative means of collecting such costs of making such connections, the District shall have a lien on such lot or parcel of land for such cost, which lien shall be of equal dignity with the lien of State and County taxes. Such lien may be foreclosed by the District in the same manner provided by the laws of Florida for the foreclosure of mortgages upon real estate, and such lien may be foreclosed and collected as a tax lien.

**3.10 CONNECTING OLD PLUMBING:** Whenever it is desirable to connect old plumbing with the water and sewer lines of the District, the Consumer or plumber contemplating doing such work shall notify the District, whose representative will inspect said old plumbing and

notify the Consumer or plumber what alterations will be necessary to place said old plumbing in an acceptable condition for such connection. Any Consumer or plumber who shall make any connection without the approval of the District shall, upon conviction, be subject to the penalties hereinafter provided and as provided by law.

### 3.11 MAINTENANCE OF CONSUMERS ON SITE PLUMBING

**SYSTEM:** Each Consumer shall be responsible for the maintenance of water and sewer service lines connecting the consumers premises to the water and sewer lines of the District. Water service lines shall include all piping and appurtenances on the Consumers side of the District water meter serving the property. Sewer service lines shall include all sanitary sewer lines and appurtenances on the Consumers property upstream of the service lateral connection point. The Consumer shall maintain water service lines in a leak free condition and shall not install water lines closer than 10 feet from sewer lines. The consumer shall maintain sewer service lines clear of obstructions and in a leak free condition. Consumer's sewer lines shall not allow the entrance of ground water or surface water into the sewer lines of the District. A \$100.00 Inflow Treatment Fee will be charged each month for allowing the entrance of ground or surface water into the sewer lines of the District. In addition, the District will charge a tampering fee of \$50.00, for each offense, if it is determined that the sewer cap has been loosened, removed, or otherwise tampered with, whether or not water is flowing into the sewer lines. District personnel will take a dated digital picture, and fill out the required forms to document the violation. In the event the requirements of this paragraph are not complied with, the District shall have the right to discontinue water service to the Consumer until such time as the

Consumer completes corrective action to bring his on site water and sewer service lines and appurtenances into compliance with the requirements of this paragraph. In those instances where the Consumer has his own private water supply, the District shall have the right to cut off such water supply to the plumbing system of the Consumer, and the Consumer shall have no right to reconnect his own private water supply until such time as the Consumer completes corrective action to bring his on site water and sewer service lines and appurtenances into compliance with the requirements of this paragraph. Consumers who have master meters with additional individual meters at each unit will be responsible for repairs on the service side of the master meter. Any difference in readings between the master meter and the individual meters will be billed to the owner.

### **3.12 DISTRICT CROSS CONNECTION CONTROL**

**PROGRAM:** All consumers shall comply with the requirements of the District Cross Connection Control Program, or service will be discontinued.

### **3.13 SEPARATE CONNECTIONS FOR EACH SEPARATE**

**UNIT:** Each residential unit, whether occupying one or more lots and whether it shall occupy any lot or parcel jointly with any other residential unit, may be considered a separate unit for the payment of water and sewage disposal fees. Master meters for apartment buildings and mobile home parks, etc., may be required by the District.

### **3.14 DISTRICT GREASE MANAGEMENT PROGRAM: All**

consumers shall comply with the requirements of the District Grease Management Program.

New commercial consumers or existing buildings that change the type of usage must be inspected to make certain that they meet the requirements of the program. For example, when a building changes from an office or a residence, to a restaurant, it must be inspected to make certain that that they have a grease trap of the correct specifications for the new purpose.

## **4.0 APPLICATION FOR SERVICES.**

### **4.1 APPLICATION AND DEPOSIT REQUIRED:** The Consumer will

make application for service, in person, at the office of the District and at the same time make the deposit guarantee required herein. All applications are accepted by the District with the understanding that initial and continued service is subject to availability of water. Property owners will provide a list, in writing, to the District of the properties that are in their name, so that a late notice can be sent to them. The list should state who the agent is, and where they want information sent to about their accounts. Property owners will review the notices and assure that the correct tenant is listed. Property owners will agree to create leases that include a clause that the tenant must have water and sewer services through IWSD. Failure to have water and sewer service is a public health issue, which would constitute a violation of the lease, and be grounds for eviction. Property owners must follow through on evicting tenants that do not comply with the rules. The lease shall state that the

tenants may not sublet to anyone else, and should list who is residing at the address. If a husband and wife are both on the lease, then both names should be listed on the IWSD account. Property owners will require that tenants provide proof, in the form of a receipt showing that security deposit and connection fees or transfer fees are paid, before they allow them to move in. The tenant must be able to provide a valid State or US government issued photo identification, and be of legal contracting age, in order to place the service in their name. If there is no lease, then the person applying for service will have to provide proof of ownership, in order to have the service started. Tenants will have to pay all outstanding balances that are due in their name at the time that service is started.

Once an account is properly closed by a tenant, any additional charges that accrue, such as inactive usage, or meter tampering, must be paid by the property owner, before service can be started. When an account is turned off, or placed on vacation, the meter will be locked unless the property owner or property manager has made arrangements with the District, and will be responsible for the water use in the unit.

If the property owner follows these guidelines, in order to reduce the liability to the District, they will not be required to pay the outstanding bills left by the tenant. Commercial accounts must have a lease, but they do not need to have the clauses regarding having the water and sewer services through IWSD. In this case, the Property owner would be responsible for any unpaid fees.

## **4.2 REJECTION BY DISTRICT:**

- A) **EXCESSIVE COST:** The District may reject any application for service not available under the standard rate or which involves excessive service cost, or which may affect the supply of service to other consumers or for other good and sufficient reasons.
  
- B) **UNPAID SERVICES:** The District may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location. Also, when water or sewer service has been furnished at any location, and bills have been incurred and not paid for at said location, the District shall not be required to render service at that location until all incurred bills have been paid, by the applicant or the property owner.
  
- C) **RULE VIOLATIONS:** The District may reject any application for service by anyone who is in violation of these Rules and who has not corrected such violation.

## 5.0 DEPOSITS.

**5.1 DEPOSIT GUARANTY:** Customers of the District will make a minimum guarantee of payment deposit of \$250.00 per Equivalent Dwelling Unit, which will be deposited in a non-interest bearing account. For single-family residential accounts, this deposit shall be \$250.00; for multi-family residential accounts, this deposit shall be \$250.00 per unit; except that new applications for service involving a multi-family dwelling with four or more separate living areas or facilities

served by one meter will be charged for a security deposit based on the meter size instead of the Equivalent Dwelling Unit (EDU).

For commercial accounts this deposit shall be based on the meter size, in an amount equal to \$250.00 per Equivalent Dwelling unit, as depicted in the chart below;

<u>Meter Size</u>	<u>Deposit</u>
5/8" meter	\$ 250.00
3/4" meter	\$ 375.00
1" meter	\$ 625.00
1 ½" meter	\$ 1,250.00
2" meter	\$ 2,000.00
3" meter	\$ 3,750.00
4" meter	\$ 6,250.00
6" meter	\$12,500.00

A separate deposit is required for each water meter installed, and the consumer in whose name the deposit is made, shall be responsible for payments of all bills incurred in connection with the service furnished.



**5.12 FLOATING DEPOSIT** – Property owners can set up a floating deposit for the purpose of cleaning and maintenance of units.

**5.2 DEPOSIT REFUND:** A deposit shall be refunded upon final reading and discontinuance of service from the District water system and/or sewer service. The District reserves the right to deduct final billing or any accrued indebtedness from said deposit, and the balance, if any, shall be refunded to the Consumer. The District reserves the right to require the Consumer, upon application for deposit refund, to produce a receipt for the initial deposit properly endorsed by an employee of the District. Any District check written for the purpose of refunding a consumer's deposit, that is not cashed within one (1) year will be subject to compliance under the Florida Statutes Section 717 (Unclaimed Property's Act).

**5.3 CASH REFUND.** The District occasionally needs to make corrections on customer accounts due to incorrect meter readings or changes in Equivalent Dwelling Units (EDUs). In the event that a customer has a credit on their account for an amount more than or equal to three months of their average bill, due to this type of circumstance, they may request a cash refund. The cash refund must be approved by either the Administrative Supervisor or the Executive Director. However in the event that the refund would be greater than \$1,000, it would need to be approved by the Board, before a check would be issued.

## 6.0 MINIMUM CHARGES.

**6.1 SEPARATE CHARGE FOR EACH METER:** Minimum charges, as provided in the Schedule of Rates by the District shall be made for each water meter and/or sewer service connection installed, regardless of location. Each water meter is considered a separate and individual account. Minimum charges shall consist of Fixed Charges for water and/or sewer service for each dwelling or living unit and a Water Meter Reading , Billing Charge (Special Charge), and Cross Connection Control Fee, for each meter and/or sewer connection.

**6.2 MOBILE HOMES DUPLEXES OR MULTIPLE DWELLING BUILDINGS:** For water service to a mobile home park, duplex or multiple dwelling building not served by individual water meters for each living unit, the monthly minimum fixed charge shall be the same as it would be for individually metered service; i.e. a minimum monthly fixed charge shall be applied for each living unit. For sewer service to a mobile home park, duplex or multiple dwelling unit not individually connected to the District's sewer system, the monthly minimum fixed charge shall be the same as it would be for individually connected buildings, i.e., a minimum monthly fixed charge shall be applied for each living unit. A Water Meter Reading , Billing Charge (Special Charge), and Cross Connection Control Fee, will be charged for each meter and/or sewer connection.

### **6.3 SPECIALLY CONSTRUCTED ROOMING HOUSES:**

Rooming houses which provide sleeping accommodations that are not separated by partitions and which have common bathing and toilet facilities for occupants, shall be charged a minimum monthly service charge for water equal to that charged commercial use consumers. Such consumers shall likewise be charged for sewer usage according to the commercial rates adopted by the District. Consumers shall provide a current copy of their Collier County Occupational License, at the time the account is activated.

### **6.4 RESPONSIBILITY FOR PAYMENT:** Consumers shall be

responsible for payment of the minimum fixed charges on each residential unit and a water meter reading and billing charge, regardless of whether or not such residential unit is occupied or unoccupied, unless service has been properly discontinued, with an order signed by the consumer in whose name the service is in.

### **6.5 ADDITIONAL UTILITY SERVICES:** Any residential Consumer

who chooses to do so, may request that a water meter, backflow preventer, and sewer service be installed for each, separate residential unit, upon making application for the same and posting the required deposit, connection fee, meter and backflow preventer installation charge, and sewer permit fee, if applicable; for each water meter and sewer service to be installed. Such installation should be made at the right-of-way. Master meters will be maintained for auditing purposes. All plumbing modifications will be the responsibility of the consumer.

**6.6 SINGLE PURPOSE:** Water and sewer service furnished for a given lot shall be used on that lot only. On any new construction, as of the adoption of these rules and regulations, each class of service must be separately metered. Each separate meter for Consumer service at a single location must be placed in a single delivery and metering point. In mixed residential/commercial services established prior to the adoption of these rules and regulations, fixed charges will be calculated by either meter size or number of multi-family units, whichever is greater.

**6.7 RESIDENTIAL OR COMMERCIAL ACCOUNTS:** To clarify the categories, the District will utilize the Department of Business and Professional Regulation, and Collier County Occupational licensing criteria for public lodgings. If the structure is licensed as a motel, hotel, or other transient establishment by both entities, it will be charged the commercial rate. If it is licensed as an apartment, or a non-transient establishment, it will be charged the residential rate. If it is licensed and permitted by the Department of Health, or classified as residential migrant housing, it will be charged the residential rate. Consumers shall provide a current copy of the relevant licenses, at the time the account is activated.

**7.0 RATES:** Rates are determined in accordance with our published rate schedule.

**7.1 RATES FOR SPECIAL LARGE USERS:** The District reserves the right to enter into contracts with large users of water and/or sewer service for the purpose of setting and

determining a monthly charge or rate for the use of such services, which monthly rate or charge may be computed upon a different basis than set forth in the paragraph immediately preceding. Such contracts shall be entered into by means of resolution duly adopted by the District.

**7.2 CONNECTION FEES:** A connection fee of \$35.00 will be charged for each connection. This is in addition to the deposit guaranty required for each consumer.

## 8.0 RESPONSIBILITY OF THE DISTRICT.

### 8.1 WATER SERVICE:

- a.) The District shall run a service line from its distribution line to the property line where the distribution line exists and runs immediately adjacent and parallel to the property to be served, and for which the following charge will be made for each such new service.

#### METER AND BACKFLOW PREVENTER INSTALLATION CHARGES -

<u>Meter Size</u>	<u>Amount</u>
5/8" .....	\$791
3/4" .....	\$891
1" .....	\$1,046
1 1/2" .....	\$1,268

2" ..... \$1,600

3"and over..... Actual Cost

***\*These prices are for a water service on the same side of the road.***

<u>Meter Size</u>	<u>Amount</u>
-------------------	---------------

5/8" .....	\$2,091
------------	---------

3/4" .....	\$2,191
------------	---------

1" .....	\$2,346
----------	---------

1 1/2" .....	\$2,568
--------------	---------

2" .....	\$2,900
----------	---------

3"and over.....	Actual Cost
-----------------	-------------

***\*These prices are for a water service on the opposite side of the road, and are meant to incorporate Collier County ROW Permit fees and directional bore fees.***

METER ONLY COSTS

5/8" .....	\$263
3/4" .....	\$280
1" .....	\$321
1 1/2" .....	\$448
2" .....	\$604
3"and over.....	Actual Cost

BACKFLOW PREVENTER ONLY

INSTALLATION CHARGES

3/4" .....	\$271
1" .....	\$331
1 1/2" .....	\$488
2" .....	\$560
3"and over.....	Actual Cost

- b) The District may install its meter and backflow preventer at the property line or, at the District's option, on the Consumer's property or in a location mutually agreed upon.

- c) When two or more meters are to be installed on the same premises for different consumers, they shall be closely grouped and each clearly designated as to which Consumer it applies.
- d) The District does not assume the responsibility of inspecting the Consumer's internal piping or apparatus, except for the purpose of determining compliance with the District's rules and regulations, and will not be responsible therefor. The District shall, if it deems appropriate, inspect the lines and piping up to the structure.
- e) The District reserves the right to refuse service unless the Consumer's lines or piping are installed in such a manner as to prevent cross-connections or backflow. Commercial and residential meters shall be installed, but not activated, until after inspection of Consumer's backflow prevention device. An RPBA cross-connection control device shall be required for each existing and each new service connection on the District water system in accordance with the District's Cross Connection Control Program. In addition to the RPBA requirement at the meter, internal cross connection control could include the installation of approved cross connection control devices, periodic inspections of the customer's property, or the requirement that the customer's onsite piping be modified to protect the District's or customer's water system.
- f) The District shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the Consumer's premises, unless such damage results directly from negligence on the part of the District. The District shall not be responsible for acts



or negligence of third persons or forces beyond the control of the District, resulting in any interruption of service.

- g) Wherever practical, the Consumer will be notified of any anticipated interruption of service.
- h) A construction meter or temporary meter may be obtained and installed for the purpose of new construction, and will be billed monthly for water service until the end of the construction period. An approved backflow prevention device must be installed, in accordance with the District Cross Connection Control Program. A commercial deposit, based on the size of the meter is required. The meter must be returned to the District office when construction is complete.

## 8.12 METER TAMPERING POLICY

**DETERMINATION OF TAMPERING:** The Field officer brings to the attention of the Distribution Coordinator. Consumer and property owner is notified. Photo of area, and tampered meters are taken. Final approval to charge tampering fees is given to the Executive Director. The consumers past history and present standing will be taken into consideration. For purpose of evidence all accounts suspected of tampering shall be photographed, at different angles by the Distribution Coordinator, before the meter is removed. It should meet the threshold of some or all of the following “Acts of Malice”:

## ACTS OF MALICE

- a) Attempting to avoid or show accurate water reading; by: breaking glass to make meter unreadable, cutting wire to transponder, tampering with antennae, or using any other method to make the reading unobtainable.
- b) Stealing water by cutting locks or wings, removing water meter, replacing with another meter, or inserting any device to bypass meter and deliver water to supply side of incoming line to the consumer.
- c) Any device set on or near with the purpose of giving false reading of electronic meter is an act of tampering.
- d) Cutting wings to avoid securing meter in an “off” position is an act of tampering.

**METER DAMAGE (NOT AN “ACT OF MALICE”)** Any act beyond the control of the consumer should not warrant tampering charges, and should be left to the discretion of the Executive Director, of the District.

**METER FAILURE** - Is when the meter fails to perform to standards set by District and or contracting regulations and should be replaced at no additional charge to consumer.

A meter tampering fee of \$100.00 for first offense, and \$200.00 for each additional offense, plus costs of parts and labor, will be charged in each instance where it is determined that the meter has been tampered with.

To define a customer as having a good history: They will need to have a good payment record, and they have had at least two years in the community with no incidents. (For example: Late fees would not be detrimental to their history, but checks for insufficient funds, or lock fees, would be considered against them.) For the purpose of this policy, the customer's history would transfer with them, and within a 5-year consecutive period:

***If a meter is damaged due to an accident: (run over by vehicle or lawn mower)***

1st time, The District will send a letter stating that the damage was done. The District will waive the fees and will inform the customer that they will be responsible for any further damage done at that location.

2nd time: All fees would be charged to the customer, including cost of meter, or meter part, and meter replacement fee.

**MULTI-PROPERTY OWNER**

In the event the damage is at a meter whose *owner owns more than one unit*, and that owner has been deemed to have a good history:

1-20 units – 2 replacements without charges for supplies or replacement fee.

The 3rd unit and any additional units would be charged.

21-40 units- 3 replacements without charges for supplies or replacement fee.

The 4th unit and any additional units would be charged.

41-60 units – 4 replacements without charges for supplies or replacement fee.

The 5th unit and any additional units would be charged.

61-80 units – 5 replacements without charges for supplies or replacement fee.

The 6th unit and any additional units would be charged.

80 units and over – 6 replacements without charges for supplies or replacement

fee. The 7th unit and any additional units would be charged for the costs

related to the meter replacement.

Any act considered an “*Act of Malice*”, would be considered *tampering*, and would be charged all applicable meter and tampering fees.

In an effort to deter losses in water revenue, service calls and meter repair, any detected water meter tampering will be reported to the police, investigated and, whenever possible, charges filed. This is in accordance with Florida Statute 812.14, relating to theft of services, and Florida Statute 877.09, tampering with sewer systems, with regard to anyone who intentionally obtains water or sewer service for himself or another. This is a first degree misdemeanor in Florida and punishable by a fine not to exceed \$1,000, confinement in jail for a term not to exceed one year, or both.

## 8.2 SEWER SERVICE:

- a) The District shall extend a service line from its main sewer to the property line where the main sewer exists and runs immediately adjacent and/or parallel to the property to be served, and for which a sewer permit fee of \$150.00, or actual cost if higher, will be paid by the owner for each such new service. At selected locations within the District, service lines currently exist and are available for use as connection points for Consumer service lines. The Consumer requesting new sewer service shall endeavor to utilize existing service lines if available at locations adjoining the Consumers property. A sewer permit fee of \$150.00 or actual cost if higher, will be paid by the owner for each connection to an existing line. If the boundaries of a consumer's property were changed after 1982, when the original sewer system was constructed, the District shall not be required to provide a sewer service connection. The consumer will be required to construct said service lines to District standards.
- b) In the event a consumer has already purchased a sewer permit and needs only a visual inspection, the inspection fee will be \$40.00. If a re-inspection is required, it would be \$25.00.
- c) The District does not assume the responsibility of inspecting the Consumer's internal piping or apparatus and will not be responsible therefore.

- d) The District shall, if it deems it appropriate, inspect the Consumer's lines and piping up to the structure. The District reserves the right to refuse service unless the Consumer's lines and piping are installed in such a manner to prevent infiltration from ground water or storm water.
- e) The District shall not be liable for damage of any kind whatsoever resulting from sewage on the Consumer's premises, unless such damage results directly from negligence on the part of the District. The District shall not be responsible for the acts or negligence of third persons or forces beyond the control of the District, resulting in any interruption of service.
- f) Wherever practical, the Consumer will be notified of any anticipated interruption of service.
- g) The District reserves the right to refuse service unless the Consumer's lines or piping are installed in such a manner as to comply with the District grease management program.

**8.21 UNLAWFUL DISCHARGE** The Consumer shall not discharge or cause to be discharged into the District wastewater system any waste harmful to the system to include but not limited to the following:

- a) Gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid(s), solid(s), or gas(es).

- b) Antibiotics, toxic or poisonous solids, liquid, or gases in any quantity, either singly or by interaction with other wastes, which would injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant.
- c) Any waters or wastes having a pH lower than 5.5 or higher than 9.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the wastewater facilities.
- d) Any liquid having temperature greater than 150° Fahrenheit.
- e) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or otherwise interfering with the proper operation of the wastewater facilities such as, but not limited to, ashes, bones, cinders, sand, mud, straw shaving, metal, glass, rags, feathers, tar, plastics, wood, lint, un-ground garbage, whole blood, manure, hair and fleshings, entrails, paper dishes, cups, milk containers either whole or ground by garbage grinding, excessive grease, paint thinners, floor and paint stripping compounds.
- f) Any chemical compounds producing toxic, flammable, or explosive gasses either upon acidification, alkalization, oxidation or reduction.
- g) Any waste from industrial processes, hospital procedures or commercial processes containing viable pathogenic organisms.

If any waters or wastes are discharged or are proposed to be discharged into the District's wastewater system which contain or possess the restricted or prohibited characteristics enumerated in these rules and which in the sole judgment of the District may have a deleterious effect upon the wastewater facilities, process, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the District may:

- a) Reject the wastes,
- b) Require pretreatment to an acceptable condition for discharge to the District's wastewater system,
- c) Require control over the quantities and rates of discharge, and/or
- d) Require payment to cover added cost of handling and treating the wastes not covered by wastewater rates and charges under the provisions of District rules.
- e) If the District permits the pretreatment or equalization of waste flows, the design and installation of the facilities and equipment shall be subject to the District's review and approval. All facilities with outside grease interceptors shall provide proof of grease removal and quarterly inspections of grease interceptors to the District. Failure to do so may result in discontinuance of service.



## **9.0 CONSUMER'S RESPONSIBILITY:**

**9.1 PIPING ON CONSUMER'S PREMISES:** Piping on the Consumer's premises must be so arranged that the connections are conveniently located with respect to the District's water lines or sewer mains. If the Consumer's piping on Consumer's premises is so arranged that the District is called upon to provide additional water meters or sewer services, each place of metering or sewer service will be considered as a separate and individual account.

**9.2 WATER METER AND CUT-OFF VALVES:** Where a water meter is placed on the premises of a Consumer, a suitable place shall be provided by Consumer for placing such meter, unobstructed, and accessible at all times to District personnel. The Consumer shall furnish and maintain a private cut-off valve on the Consumer's side of the water meter. The District is to provide a like valve on the District's side of such meter. The Consumer shall insure that all water lines which are shut off that are on the premises of the Consumer are sufficiently plugged to keep foreign matter, including ground water, from entering the District's system.

**9.3 PROPER INSTALLATION BY CONSUMER:** The Consumer's piping and apparatus shall be installed and maintained by the Consumer at the Consumer's expense, in a safe and efficient manner and in accordance with the District's rules and regulations and in full compliance with the sanitary regulations of the State of Florida Department of Environmental Protection.

**9.4 LOSS OF DISTRICT'S PROPERTY:** The Consumer shall guarantee proper protection for the District's property placed on the Consumer's premises and shall permit access to it only by authorized representatives of the District. In the event that any loss or damage to the property of the District or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Consumer, his agents or employees, the cost of the necessary repairs or replacements shall be paid by the Consumer to the District and any liability otherwise resulting shall be assumed by the Consumer. Damage to a meter due to Consumer's willful act will make the Consumer liable for a tampering charge; all costs to repair or replace the meter and potential loss of service for repeated offenses. Tampering with the intent to harm persons under federal law is subject to imprisonment up to 20 years and fines up to \$1,000,000. The amount of such loss or damage or the cost of repairs shall be added to the Consumer's bill and if not paid, service may be discontinued by the District. In addition, a tampering fee may be charged for each instance where the District determines that the consumer has tampered with District property.

**9.5 AGGRESSIVE OR THREATENING ACTS AGAINST DISTRICT PERSONNEL:** It is prohibited for a consumer to threaten District personnel while in the performance of their duty. If a consumer threatens District personnel while performing District business, the employee is requested to leave the area, if possible, and notify the administration office. In the event of an emergency, they are to call 911 and report the emergency; otherwise, they are to follow the procedures for reporting a non-violent crime. Personnel can then only return to the area, with a police escort.

*“Assault” is considered an intentional, unlawful threat by word or act to do violence to a person, coupled with an apparent ability to do so. “Battery” is considered an actual and intentional touching or striking of a person, against their will, with or without the use of a weapon.*

## **10.0 EXTENSIONS TO WATER AND SEWER MAINS AND SERVICES.**

**10.1 EXTENSIONS NOT REQUIRED OF DISTRICT:** The District may construct extensions to its water lines or sewer mains to points within its area, but the District shall not be required to make such installations unless the Consumer pays the appropriate connection charges and advances to the District the entire cost of the installation and unless it can be determined that the installation will not adversely affect the supply of service to other Consumers.

**10.2 LINE EXTENSION CONTRACTS:** All line extensions shall be evidenced by contract signed by the District and the person advancing funds for said extension, but each contract shall be null and void unless approved by the District Board of Commissioners.

**10.3 NO REFUND FOR LINE EXTENSION COST:** The District shall not be required to refund any part of the advance made by the Consumer to cover the cost of the extension.

## **11.0 ACCESS TO PREMISES.**

**11.1 ACCESS BY DISTRICT:** Duly authorized agents of the District shall have access at all reasonable hours to the premises of the Consumer for the purpose of installing or removing District property, inspecting piping, reading or testing meters or repairing water or sewer lines, or for any other purpose in connection with the District's service and facilities. Access to the water meters, manholes, and other works of the District, shall not be obstructed by shrubs, bushes, fences, driveways or any other condition which would prevent access by District personnel. The District requires meters to be moved to an accessible location when an obstruction occurs. The cost of this relocation is equal to the amount customarily charged for a new service of the same size, less any re-used parts. Failure to follow these rules may result in discontinuance of service. The District will not be responsible for damage to any property due to the relocating of the meter or the removal of the obstruction.

**11.2 RIGHT-OF-WAY FOR DISTRICT:** Each Consumer shall grant or convey, or shall cause to be granted or conveyed to the District a perpetual easement and right-of-way across any property owned or controlled by the Consumer wherever said perpetual easement and right-of-way is necessary for the installation or maintenance of District's water and/or sewer facilities and lines, so as to be able to furnish service to the Consumer. A consumer who requests that the District repair water or sewer lines, outside of the normal right-of-way, on their property will provide a perpetual right-of-way certificate to the District.

**12.0 CHANGE OF OCCUPANCY:** Not less than one working days notice must be given in person or in writing at the District's office to discontinue service or to change occupancy. If after signing an "off" order, a consumer needs the water left on, he must make arrangements at the District's office in person, within one working day. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longest. A charge of \$50.00 will be made for each transfer to another service address.

## **13.0 METER READING - BILLING - COLLECTING.**

**13.1 METER READING:** The Consumer who executes the application with the District and the spouse of the applicant if living in the same dwelling, are both responsible for the payment of all water and sewer bills, fees, or other charges as may be established by District rules and regulations.

- a) Charges for water and sewer service commence with the month of installation of the meter, and other charges will be made as provided herein.
- b) Water meters will be electronically read and water and sewer bills rendered every month, but the District reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.

- c) Readings from different water meters will not be combined for billing, with the exception of compound meters, irrespective of the fact that said meters may be for the same or different premises, or for the same or different Consumers, or for the same or different services.
- d) The consumer will be responsible for all water use registering on the meter.

**13.2 BILLINGS:** Bills for water and sewer services will be calculated in accordance with the District's published rate schedule then in effect and will be based on the period covered by the meter readings, except where a Consumer orders a turn-off less than one month after turn-on. The minimum bill to such Consumer for such period shall be equal to a prorated amount of the minimum charge for one full month of service.

- a) Bills for water and sewer service are due and payable when rendered and shall be considered as received by the Consumer when delivered in person or placed in the United States Mail properly addressed to the billing address of record provided by the Consumer. Any bill not paid by the due date indicated on the bill shall be considered delinquent.
- b) Bills for water and sewer service will be delivered or mailed to the address on the application unless specifically instructed otherwise in writing by the Consumer.
- c) If requested in writing, the District will send bills to and receive payment from an agent or tenant. This accommodation will in no way relieve the Consumer of liability for

water and/or sewer charges, and the District shall not be obligated to notify the Consumer of nonpayment of water bills by such agents or tenants.

- d) Payment shall be made at the District office or such other place as may be designated by the District, but shall always be deemed payable in Collier County.
- e) The District relies solely on meter readings, in conjunction with the established rate schedule, to determine charges. There shall be no abatement in whole or in part for water or sewer billed by reason of extended absence of the Consumer or for leaks, or for water wasted due to improperly functioning or damaged service pipes or fixtures belonging to the Consumer. Provided however, that the Board shall have the authority to adjust any bill in whole or in part.
- f) The District reserves the right to correct any bills rendered in error, within the immediate four year period.
- g) If any meter should fail to register, for any reason, or if a District employee should be unable to gain access to the meter for the purpose of reading, an estimated bill determined solely by the District will be issued.
- h) Payments made with dishonored checks, or electronic funds transfer will be charged a service fee of \$25.00 for checks less than \$50.00, \$30.00 for checks from \$50.00 to \$300.00. For checks above \$300.00 the cost will be \$40.00 or 5% of check amount, whichever is greater. The consumer shall also be liable for any bank fees charged to the District for said checks. After an individual or an account, has rendered two dishonored

checks, their account will be placed on a cash or money order only basis. After a waiting period of two years, the District will again accept personal checks.

- i) The District will not accept third party personal checks.
- j) District personnel may not "fill out" the dollar amount on anyone's check, unless initialed in the upper right corner by two clerks.
- k) All parts sold "over-the-counter" shall be marked up to reflect a 15% stocking fee.
- l) The District has a "Good Credit Customer" policy. New customers will start at will start at a credit rating 2, and will not be considered a good credit customer until they have been a customer for at least a year. Individual accounts which are at least a year old, and which has not had late payments more than three times a year, has not been cut-off, and has not had dishonored checks; are considered Good Credit Customers. These accounts will not be cut off when they slip behind one payment. The cut-off will take place when the second month's bill is due. This is automatically calculated by the billing system.
- m) The District will consider granting extensions of time for consumers to pay their bills, once every six months.
- n) In extenuating circumstances, such as a large water leak, the District may allow the consumer to enter into a payment plan. This will be in writing and must be signed by the consumer and a representative of the District. Failure to pay in accordance with the



payment plan will result in discontinuance of service. Payment plans will only be allowed once every six months, and the customer will need to pay at least half of the amount due at the time they request the payment plan.

- o) In an instance where a leak occurs in such a way that the water does not return to the sewer system, the consumer may request a credit on the sewer portion of the bill. The consumer must notify the District immediately, so that District personnel can observe the leak. The amount of sewer usage charged will be determined by using a six month average of bills, prior to the leak.
- p) If the District receives a check in the mail with incomplete information, the representative will attempt to notify the consumer by telephone to determine which account to apply the payment to. If the representative is unable to clarify the issue by telephone, the check, along with any enclosures will be returned to the consumer. If this causes the account(s) to become delinquent, the consumer will have five days, from the date the checks are returned, to clarify the issues before service is interrupted.
- q) Reproduction of public records will be provided to anyone requesting same, provided they make their request in writing, and pay the following reproduction fees: One Side \$ 0.15/page; Two Side \$ 0.20/page; Minutes of meeting (uncertified) \$ 0.15/page; Minutes of meeting (certified) \$ 1.00/page; compact disks \$5.00 each; Copies of account histories \$1.00 each, for more than one history; Research or monitoring (1 hour minimum) \$ 20.00/hour; Mailing Labels & Computer Time \$ 30.00 + \$15.00/hour; and Bid Documents (As advertised.).

- r) In the event it is necessary for District personnel to adjust the valves at consumers homes, a fee of \$25.00 will be charged to the consumer account.

### 13.3 DELINQUENCIES:

- a) Late /Delinquent notices will be mailed to the Consumer approximately two to three weeks after the regular monthly billing date, and if payment is not made by the final notice date, service may be discontinued, whether or not a consumer received a delinquent notice. At the time the final notice is generated, a late fee of \$5.00 will be incurred. (Effective January 1, 2005.)
- b) Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the Consumer from payment.
- c) Administrative Refunds. Security deposits will be applied to outstanding balances on accounts that have been cut-off for non-payment of service, after a period of ~~two~~ one month, or on delinquent accounts that have not had payments applied for ~~three~~ two months.
- d) The District has adopted an uninterrupted of service policy whereby Government Agencies and essential community services will not have their water supply interrupted until such time that they are three agings late.
- e) The District accepts "guarantee of payment" letters or vouchers from various local charitable organizations. This ensures that the service will not be disconnected if the

letter or voucher is presented at the Customer Service Office before the disconnection is scheduled. If the consumer fails to present the letter of guarantee before the service is disconnected, the consumer will remain responsible for any cut-off fees or other charges related to the delinquent account. If the charitable organization doesn't pay the voucher within 30 days, the District will take the voucher out of the consumers file, and they will be required to make the payment, or make certain that the check is received from the charitable organization.

- f) Consumers can elect to have their monthly bills automatically deducted from their checking or saving account. These automatic drafts can be set up by filling out the appropriate form in the Customer Service office.
- g) The District offers on-line bill pay, as well as accepting credit card payments.

## 13.4 COLLECTIONS

**A. COLLECTION OF SEWER FEES WHERE OWNER HAS PRIVATE WATER SUPPLY** Where sewage disposal fees are not paid in accordance with provisions outlined, in those instances where the Consumer has his own private water supply, the District shall have a right to cut off such water supply to the plumbing system and the Consumer shall have no right to reconnect his own private water supply until the sewage disposal fees shall have been paid in full. Any violation of this provision by reconnecting his private water supply, until such sewage disposal fees are paid in full, shall be considered a violation of these Rules and subject to the penalties hereinafter provided.

**B. COLLECTION OF DELINQUENT BALANCES** The District reserves the right to transfer unpaid balances from inactive accounts to active accounts belonging to the same consumer. Failure to pay the balances will result in the service being discontinued.

**C. POLICY FOR DETERMINING OUTSTANDING BILLS ON PROPERTIES THAT ARE SCHEDULED FOR CLOSING.** Charge an up-front special meter reading fee. (It can be taken by credit card over the phone, but must be paid in advance.) . Advise that there is a turnaround time of two business days on the request. Enter a computerized service order detailing the request. Present service order(s) to the appropriate water distribution personnel. When the meter reading is obtained, the “current bill” will be calculated. The “current bill” will be added to any previous balance, and reported to the requesting agency, along with information about the customer’s security deposit. Advise agency that any significant delay in time between the request for the special meter reading, and closing may result in additional charges.

**13.5 VACATION RATE** Consumers who will be away for an extended period of time may choose to put their service "on vacation". The vacation charge is a flat fee of \$ 35.00, payable in advance. This charge is in lieu of all normal monthly base charges. A consumer who does not notify the District and pay the vacation charge in advance, will be liable for all charges as provided herein. Accounts placed "on vacation" will be turned off and ~~secured~~ locked until the District is notified that service is to be restored.

The consumer may have the service restored by notifying the District in person, with one working days notice, or by mail with five working days notice. If a consumer returns and fails to notify the District, and begins using water, their eligibility for vacation status will end. The account will return to a normal billing status, and the consumer will be responsible for any water usage or other fees incurred.

Accounts that have been placed "on vacation" for a period of one year, with no activity, will have the security deposit applied to any outstanding balances. Any monies due to the consumer will be mailed to their last known address.

## **14.0 SUSPENSION OF SERVICE:**

**14.1 REASONS FOR SUSPENSION:** Water and sewer service may be discontinued by the District for any of the following reasons:

- a) Nonpayment of bills for water or sewer charges, fees or penalties, in the amount of \$10.00 or more;
- b) To prevent fraud or abuse;
- c) Willful or indifferent waste of water due to any cause;
- d) Willful or indifferent use of sewer system for disposal of ground or surface water.
- e) Consumer's willful disregard of the District's rules and regulations;

- f) Emergency repairs;
- g) Insufficiency of water supply due to circumstances not preventable by the District;
- h) Legal processes;
- i) Direction of public authorities or government agencies;
- j) Strike, riot, fire, natural disaster, accident or any unavoidable cause;
- k) Consumer's failure to maintain privately owned plumbing.
- l) Cross connections.
- m) Toxic discharges into the District's sewer system, or failure to install and/or maintain a grease trap, if required;
- n) Aggressive or threatening acts against District personnel while engaged in District business.
- o) Failure to provide access, as required in Section 11.1, to District personnel.
- p) Theft of services.

## **14.2 DISTRICT MAY SUE TO COLLECT MONIES OWED:**

Upon discontinuance of service for nonpayment of bills or for any other wrongful acts of the Consumer, if the deposit is not sufficient to cover the final bill plus any damages caused by the

Consumer's wrongful and negligent acts, the District may proceed to collect payment as provided by law, and the consumer shall be responsible to pay any reasonable attorney's fee incurred by the District.

**14.3 RESTORATION OF SERVICE:** Service which is discontinued for nonpayment of bills or for violations of these rules by the Consumer, shall be restored only after bills are paid in full, a redeposit is made, and a service charge of \$35.00 is paid for each meter reconnected.

For each reconnection made an additional charge of \$75.00 (lock fee) shall be paid for each meter seal broken, this being in addition to all deposits, redeposits, service charges and other bills of the District.

The person who is on call in the Water Department may be called upon to turn on a meter, after hours. In that event, the Consumer must make sure that all fees are paid by noon on the next business day, or service will again be discontinued, and additional fees applied. Service will not be restored again until all outstanding fees are paid

**14.4 PERMANENT SUSPENSION OF SERVICE:** The District may in addition to prosecution by lawful authorities, permanently refuse service to any Consumer who tampers with a water meter, other measuring device, or other District property.

**HABITUAL OFFENDERS:** A consumer who has gone through the various processes of having their service cut off, locked, and meter removed will be considered a habitual offender of the District rules. The security deposit will be administratively refunded, and service can be denied to that consumer, with a provision that only the property owner would have the ability to apply for service. In

the event the property owner is the habitual offender, they will be required to put a deposit equal to three months average for that specific property, including average incurred fees, such as cut off , lock fees and tampering fees. A consumer who repeatedly tampers with the meter or other District property may also be classified as a habitual offender. Tampering with the intent to harm persons or property will result in immediate loss of service, and prosecution under applicable federal and state laws.

## **15.0 COMPLAINTS - ADJUSTMENTS:**

**15.1 CLAIMS MADE PRIOR TO DELINQUENCY:** If a Consumer believes his bill to be in error, he shall present his claim, in person, at the District's office before the bill becomes delinquent.

**15.2 CLAIMS MADE AFTER DELINQUENCY:** If a bill becomes delinquent, a protest or claim of error shall not be effective in preventing discontinuance of service. The Consumer may pay such bill under protest and said payment shall not prejudice his claim.

**15.3 SPECIAL METER READINGS:** The District will make a special water meter reading at the request of the Consumer for a fee for \$25.00; provided, however, that if such special reading discloses that the meter was over-read, no charge will be imposed.

**15.4 PETITIONING THE BOARD FOR RELIEF:** Every effort will be made to resolve consumer concerns at the administrative level. However, consumers who have



exhausted all channels, administratively, and still have unresolved concerns can request to be placed on the agenda in order to petition the Board for relief. The consumer will be given notification of the date and time of the Board meeting, and will be placed on the agenda. If the consumer fails to attend the meeting, the Board will not hear their petition. In the event the consumer is unable to attend, they must provide written notification to the Director asking for their petition to be rescheduled.

## 16.0 ABRIDGMENT OR MODIFICATION OF RULES: No

promise, agreement or representation of any employee of the District shall be binding upon the District unless it shall have been agreed upon in writing, signed and accepted by the Board of Commissioners of the District. No modification of rates or any of the rules and regulations may be made by any agent of the District.

## 17.0 SUMMARY OF CHARGES

MISCELLANEOUS FEES & CHARGES	
Connection Fee .....	\$35.00
After-hours Connection (at customer's request) .....	\$60.00
Consumer Valve Adjustment .....	\$25.00
Transfer Fee.....	\$50.00
Turn off/on for leaks (during working hours-each trip) .....	\$10.00
Turn off/on for leaks (Holidays).....	\$65.00
Disconnection/Reconnection Fee (for non-payment).....	\$50.00
Lock Fee (for non-payment).....	\$75.00

Barrel lock replacement fee .....	\$40.00
After-hours Connect (due to non-payment-additional) .....	\$50.00
After-hours Service Call-out .....	\$50.00
After-hours Service Call-out (Holiday).....	\$150.00
Special Meter Reading .....	\$25.00
Vacation Charge .....	\$35.00
Inflow Treatment Charge.....	\$100.00
Hydrant Inspection .....	\$35.00
Hydrant Ownership Acceptance .....	\$125.00
Late Fee .....	\$5.00
Failure to Comply – Meter Obstruction .....	\$50.00
Failure to Comply – Cross Connection Control .....	\$100.00
Meter Tampering (1st Offense).....	\$100.00
Meter Tampering (2nd Offense).....	\$200.00
Meter Re-Installation (During Working Hours) .....	\$60.00
Meter Re-Installation (After hours).....	\$100.00
Meter Re-Installation (Holidays).....	\$200.00
Meter Test (Within tolerance) .....	\$40.00
Sewer Permit .....	\$150.00
Sewer Cap Tampering Fee .....	\$50.00
Sewer Line–unclog on customer side.....	\$200.00/hour <u>(1 hour minimum)</u>
Inspection Fee.....	\$40.00
Re-Inspection Fee .....	\$25.00

Developer Review Fees ..... \$100+ Actual Cost (Per Review)  
(Based on Engineering Invoices)

Credit Card Convenience Fee 2.70% or \$2.00 whichever is greater

**NSF OR DISHONORED CHECK FEE**

NSF or Dishonored Check Fee

For checks less than \$50.00 .....\$25.00

For checks \$50.00 to \$300.00 .....\$30.00

For checks above \$300.00 .....\$40.00

(Or 5% of check amount whichever is greater)

**SECURITY DEPOSIT**

Security Deposit – Commercial .....\$250.00 (per EDU)

Security Deposit – Residential.....\$250.00 (per unit) \*

**BACKFLOW PREVENTER ONLY INSTALLATION CHARGES**

3/4" ..... \$271

1" ..... \$331

1 1/2" ..... \$488

2" ..... \$560

3"and over..... Actual Cost

METER AND BACKFLOW PREVENTER INSTALLATION CHARGES -

WITH REGARD TO THE PHYSICAL LOCATION OF THE WATER MAIN

Water Service on the same side of the road

Water Service on the opposite side of the road

<b>Meter Size</b>	<b>Amount</b>	<b>Meter Size</b>	<b>Amount</b>
<b>5/8"</b>	\$791.00	<b>5/8"</b>	Actual Cost or \$2,091.00
<b>3/4"</b>	\$891.00	<b>3/4"</b>	Actual Cost or \$2,191.00
<b>1"</b>	\$1,046.00	<b>1"</b>	Actual Cost or \$2,346.00
<b>1 1/2"</b>	\$1,268.00	<b>1 1/2"</b>	Actual Cost or \$2,568.00
<b>2"</b>	\$1,600.00	<b>2"</b>	Actual Cost or \$2,900.00
<b>3" and over</b>	Actual Cost	<b>3" and over</b>	Actual Cost

\*These prices are meant to incorporate the cost of the Collier County Right of Way Permit fees, and the directional bore fees.

**18.0 ADOPTION OF RULES** These "Rules and Regulations for the Immokalee

Water and Sewer District" shall become effective upon the date of passage hereof and shall supersede any other rules and regulations of the District.

ADOPTED this 16th day of September, 2015 by public session by the BOARD OF COMMISSIONERS of the IMMOKALEE WATER & SEWER DISTRICT.

Attest:

By:

\_\_\_\_\_

Bonnie Keen, Secretary

\_\_\_\_\_

Anne Goodnight, Chairman

## INDEX

- access, 17, 42, 44, 47, 54
- additional water meters, 41
- Administrative Refunds, 50
- automatic draft, 51
- availability, 21
- backflow, 9, 32, 33
- bank fees, 47
- bills, 23, 24, 45, 46, 47, 48, 49, 50, 51, 53, 54, 55
- charges, 9, 26, 27, 28, 40, 43, 45, 47, 51, 52, 53, 55
- checks, 47, 48, 49
- class of service, 28
- commercial, 14, 24, 27, 28, 33
- connection fee, 27, 29
- Connections
  - Mandatory connections, 18
- consent of the District, 16
- construction meter, 33
- continued service, 21
- costs, 18, 34
- cross connections, 14
- cross-connections, 32
- cut off, 20, 48, 51
- cut-off valve, 41
- damage, 32, 38, 42
- delinquent, 23, 46, 49, 50, 51, 56
- deposit, 9, 21, 23, 24, 25, 27, 29, 33, 53, 54
- discharge, 38, 40
- discontinue service, 45
- dishonored checks, 47, 48
- disposing of human excrement, 15
- distribution line, 29
- Equivalent Dwelling Unit (EDU), 24
- extensions of time, 48
- fee, 17, 19, 27, 29, 34, 37, 42, 47, 48, 50, 52, 55, 56
- fire hydrants, 17
- flow test, 17
- fraud, 53
- Good Credit Customers, 48
- grease trap, 54

ground water, 19, 38, 41  
guarantee of payment, 23, 50  
habitual offender, 56  
infiltration, 38  
inspection fee, 17, 37  
internal piping, 32, 37  
interruption of service, 33, 38  
large users of water, 28  
late fee, 50  
leaks, 47  
lien, 18  
line extensions, 43  
lock fee, 55  
mail, 49, 53  
master meter, 20  
master meters, 20, 27  
meter installation charge, 27  
meter reading, 27, 46, 47, 56  
meter seal, 55  
multiple dwelling, 26  
negligence of third persons, 33, 38  
new construction, 28, 33  
new sewer service, 37  
old plumbing, 18  
owner, 14, 16, 18, 20, 23, 37  
parts sold, 48  
payment plan, 48  
penalties, 12, 16, 18, 19, 51, 53  
private property, 15  
public records, 49  
rates, 26, 28  
reconnect, 20, 51  
redeposit, 55  
refund, 25, 43  
refuse service, 32, 38, 55  
relocation, 44  
remodel, 17, 18  
residential, 14, 20, 23, 27, 28  
residential unit, 20, 27  
review, 17  
right-of-way, 27, 44  
septic tank, 15, 16  
sewer cap, 19  
sewer permit fee, 27, 37  
stocking fee, 48  
storm water, 38

tampering, 19, 34, 42

Tampering, 12, 42, 56

temporary meter, 33

tenant, 46

transfer, 45, 52

Unclaimed Property's Act)., 25

unoccupied, 27

vacation, 52, 53

violations, 55

vouchers, 50

wrongful acts, 54