

7-1-02
FINAL

HARMONY COMMUNITY
DEVELOPMENT DISTRICT

POLICY MANUAL

FOR

WATER
UTILITIES

7/1/02.
REV. 5/31/02

Harmony Community Development District
WATER UTILITIES POLICY MANUAL

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2.1 Purpose. The purpose of this Water Utilities Policy Manual ("Manual") is to establish the specific policies and procedures of the Harmony Community Development District ("District") for the ownership, construction, operation and maintenance of water, wastewater and irrigation water systems, facilities and services, especially including matters related to conditions of connection, metering and service, fees, charges, rate structures and payment schedules, within and without the District's boundaries, whenever systems, facilities or services are provided by or through the operation or jurisdiction of the District.

2.2 Construction and Intent. This Manual shall originally be incorporated and adopted as a rule of the District pursuant to chapters 190 and 120, Florida Statutes, and which rule shall be noticed and amended pursuant to same not less than ninety (90) days following a revision's approval by the District Board of Supervisors. So adopted as a rule, this Manual is intended to supplement the General and Procedural Rules of the District, but shall supplant such General and Procedural Rules where inconsistent with the clear terms hereof. Notwithstanding the foregoing, nothing shall prohibit the District in a given situation from applying incipient emerging policies not contained in this Manual nor adopted as a rule so long as such application is not clearly inconsistent with this Manual. Further, the provisions of this Manual are deemed severable and if any provision hereof is ruled unconstitutional or unlawful by order or declaration of a court or agency of competent jurisdiction, the remainder shall continue in full force and effect being deemed amended to the smallest degree possible in order to give effect to such continuance. Except as may be provided by law and expressly herein, this Manual is not intended and shall not be construed to create any legal or equitable rights whatsoever.

2.3 Applicability. This Manual, where and when as according to the express terms hereof and as permitted by controlling law, applies to govern the ownership, construction, operation, maintenance and service arrangements relating to water, wastewater and/or irrigation systems, facilities or services provided by or through the operation or jurisdiction of the District, regardless of who owns, constructs, operates, maintains or services such systems, facilities or services.

2.4 Definitions and Incorporation. The terms denoted as capitalized below shall have the attached meanings, and these meanings shall be deemed knowingly incorporated when similarly denoted and used within any agreement. Terms used in the present tense shall include the future and the singular includes the plural and vice versa.

"Application Fee" means the one-time fee paid by a Developer or a Customer which accompanies the 'Developer Connection Application' form or 'Customer Service Application' form, as applicable, and which fee is generally non-refundable and which is intended to adequately offset the District's cost to review, deny or approve such applications as provided herein.

"Base Facility Charge" means fixed monthly charges for water, wastewater and irrigation

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water service which are set based on a Customer's meter size and shall also serve as the minimum bill for service.

"Commercial" means the commercial service class which includes all individually metered and master-metered connections used for non-residential (commercial, industrial and institutional) purposes and as distinguished from the Master-Metered Residential and Individually-Metered Single-Family Residential service classes.

"Connection Fee" means the fee paid by a Developer to reserve the requested water, wastewater and/or irrigation water capacity required to provide adequate service based on the number of ERCs attributable to the property requested to be connected, and which fee shall adequately offset all present costs of water and wastewater transmission, distribution and monitoring/treatment systems and facilities, and all future costs of expanding, improving or replacing same.

"Cross Connection" means a connection or a potential connection between any part of the potable water system and any other environment containing other substances in a manner that, under any circumstance, would allow such substance to enter the potable water system. Other substances may be, but not limited to, gases, liquids or solids such as chemicals, waste products, steam, water from other sources (potable or nonpotable), or any matter that may change the color or add odor to the water. Bypass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or any other temporary or permanent connection arrangement through which backflow may occur are considered to be cross connections and are strictly prohibited within the District.

"Customer" means any natural person, firm, association, corporation, governmental agency or other entity public or private, who has applied to receive water, wastewater and/or irrigation water service, and whose application has been accepted by the District and who is liable to pay Customer Fees for such service as provided herein.

"Customer Installation" means all pipes, shut-offs, valves, fixtures, appliances and/or apparatus of every kind and nature located (or to be located) on a Developer's or Customer's side of the Point of Connection necessary for District to deliver water and/or irrigation service or receive sewerage, which Customer Installation shall be owned, leased, constructed, installed, certified, operated, monitored, inspected, serviced and maintained in such manner as provided herein.

"Deposit" means an amount of money deposited with the District by a Customer or Developer as a condition of receiving water, wastewater and/or irrigation water service or of connecting to District water, wastewater and/or irrigation systems and facilities, as provided herein.

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“Developer” means any natural person, firm, association, corporation, governmental agency or other entity public or private, whether the owner or leaseholder of a property, or a developer, builder, contractor, architect, engineer, or other authorized agent of an owner or leaseholder of a property, who has applied to connect a Customer Installation on a property to the water, wastewater and/or irrigation water systems, facilities and services of the District, whose application has been accepted by the District and who is liable to pay Connection Fees for such connection as provided herein.

“Developer Agreement” means a written agreement executed by a Developer and the District setting forth in detail the mutual duties and obligations and the terms and conditions under which the District will, as applicable, equip or render water, wastewater and/or irrigation water systems, facilities and/or service to a Developer as provided herein.

“District” means the Harmony Community Development District, Osceola County, Florida.

“Dwelling Units” means a unit of buildings (or such portions thereof) on a property, regardless of whether and how connected to other units or buildings or portions thereof, as may be designed, arranged, used or capable of use as a separate and independent living quarters for one or more persons, where such living quarters shall contain sleeping, sanitary and primary kitchen facilities.

“Equivalent Residential Connection” or “ERC” means a number which corresponds to the equivalent usage requirements of an average Individually-Metered Single-Family Residential service class connection, i.e., one residential Dwelling Unit. The ERC is used as a factor to convert a given daily water, wastewater and/or irrigation water capacity requirement for a particular property to the equivalent number of Individually-Metered Single-Family Residential connections, and serves as the baseline factor for establishing Connection Fees and other charges for the various service classes as provided herein.

“GPD” means the number of gallons per day.

“Individually-Metered Single Family Residential” means a service class consisting of individually-metered Dwelling Units designed, arranged, used or capable of use for residential purposes, including condominiums, townhouses or other similar-situated Dwelling Units where individually-metered, and as distinguished from the Commercial and Master-Metered Residential service classes.

“Irrigation Water” means any water provided by the District and delivered to a Customer through the irrigation water system which shall be deemed sufficient for non-potable uses. For the purposes of this Manual, reclaimed water which is disposed of through the irrigation water system shall be considered as irrigation water.

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“Main” means a pipe, conduit, or facility used for conveying water, wastewater and/or irrigation water service through a Service Line or through other Main lines.

“Master-Metered Residential” or “Multi-Family Residential” are synonymous terms and mean the service class consisting of all master-metered connections for apartments, condominiums, cooperatives, quadraplexes, triplexes, duplexes, manufactured homes and mobile homes where designed, arranged, used or capable of use as multiple Dwelling Units (i.e. multi-family), and as distinguished from the Commercial and the Individually-Metered Single-Family Residential service classes.

“Meter Installation Fee” means a fee imposed by the District for installing a meter and meter box at a Developer’s or Customer’s Point of Connection.

“MGD” means million gallons per day.

“Point of Connection” means the point at which the District’s piping, fittings and valves connect with a Developer’s or Customer’s piping, fittings and valves. Unless otherwise provided, the Point of Connection for water and/or irrigation water service shall be at the discharge side of the water meter. Unless otherwise provided, the Point of Connection for wastewater service shall be at the upstream connection of the clean-out and in the absence of a clean-out shall be at the wastewater lateral connection to the wastewater Main Line of the District.

“Property of the District” means all portions of the water, wastewater and/or irrigation water utility infrastructure system utilized to provide water, wastewater and/or irrigation water service to a Customer up to and including the metered connection or the connection at the sewer lateral. Property of the District also includes all buildings, facilities, vehicles, and other personal property which are owned or leased by and under the direct control of the District.

“Rate Schedule” means the schedule or classification of the rate of charge for all fees and charges, including Connection Fees, Customer Usage Fees, Metering Fees and Miscellaneous Service Charges associated with the District’s provision of water, wastewater and irrigation water systems, facilities and services.

“Reclaimed Water” means the treated effluent resulting from the wastewater treatment process which is used as a non-potable water source for the benefit of the Customers of the District, which such benefits including but not limited to, greenspace and golf course irrigation, use in manufacturing and cooling, and other related activities.

“Service Line” means the pipe between a District Main line and the Point of Connection to a Customer, and shall include, as applicable, all of the pipe, fittings, valves and other

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appliances or apparatus necessary to make a Point of Connection to a Customer Installation to provide timely requested service.

“System” means all infrastructure components of the water, wastewater and/or irrigation water utility systems which are the Property of the District utilized to provide water, wastewater and/or irrigation water service within the District’s service area.

“Usage Fee” means the fee(s) charged by the District and paid by a Customer for the water, wastewater and/or irrigation water service provided by the District and received by the Customer consisting of a Base Facility Charge and a monthly volumetric usage charge differentiated primarily by service class, meter size and amount(s) consumed based upon meter equivalency factors, and as shall be accounted and set forth monthly on a District utility service statement sent to the Customer. This Usage Fee expressly does not include any tax, fee, charge, assessment or other levy of any federal, state or local governmental entity that may be reflected on a statement and collected by the District pending disbursement to such entities, and which term does not include Connection Fees, Meter Installation and Test Fees and other Miscellaneous Service Charges set forth elsewhere herein this Manual.

2.5 Customer Policies & Procedures. The following provisions set forth the general procedures for a Customer to apply for water, wastewater and/or irrigation water service, the conditions of approval for such service, and the manner in which the Customer may receive, be billed for and pay for such service.

2.5.1 Application - A prospective Customer shall apply to receive water, wastewater and/or irrigation water service by submitting a fully executed ‘Customer Service Application’ (a copy of which is contained in the Appendix to this Water Utilities policy manual) either by hand-delivery or by mail directed to the person(s) and address indicated at the bottom of the application. A \$25.00 non-refundable Customer Application Fee shall accompany the application and such fee shall be tendered by credit card, debit card or check only made payable to the District. An application and/or further inquiry regarding same may be made by an owner, leaseholder or any other person authorized by an owner or leaseholder of property so long as the application or inquiry is accompanied by sufficient written evidence of legal right or authorization; the use of such water, wastewater and/or irrigation water service by a principal shall constitute ratification of an application made by an agent or other authorized person. All inquiries regarding an application shall be made in person or by mail directed to the person(s) and address indicated on the application. At time of receipt of application or within 1 business day therefrom, the District shall cause a copy of this Manual to be mailed or given to each prospective Customer.

2.5.2 Approval - ‘Customer Service Applications’ shall be processed and approved or denied within five (5) business days of their receipt by the District. The District shall notify a prospective Customer of the decision on an application and in the event an application is deemed incomplete or

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insufficient, the District shall notify a prospective Customer in writing of such deficiency and the prospective Customer shall have thirty (30) days from the date such notification was sent to remedy the deficient application; otherwise, a prospective Customer shall be required to execute and tender a new 'Customer Service Application' along with another Application Fee as set forth hereinabove in order to apply for service. Further, the District reserves the right to deny an application or refuse service to any prospective Customer for any lawful reason, but shall refund the Application Fee if service is denied on the basis that the District's systems and facilities lack sufficient capacity to provide the requested service, regardless of whether the insufficiency is temporary or permanent.

2.5.3 Acknowledgment & Deposit - After approval of a 'Customer Service Application' but before service shall be rendered by the District or received by a prospective Customer, the prospective Customer shall: 1) Sign a statement acknowledging Customer's receipt, sufficient review time, understanding and contractual agreement to the terms of this Manual including waiver of rights as may be applicable; and, 2) Satisfactorily establish creditworthiness in one of three ways: a) furnish an irrevocable letter of credit from a bank or furnishes a surety bond; b) furnishes a satisfactory guarantor to secure payment of bills for service; or c) pay by credit card, debit card or check only made payable to the District, a Deposit based on meter size according to the following schedule:

	METER SIZE	Water OR Irrigation only	Water, Wastewater & Irrigation Water
RESIDENTIAL:	5/8" or 3/4"	\$ 50.00	\$ 142.00
	1"	\$ 125.00	\$ 355.00
	2"	\$ 250.00	\$ 1,136.00
COMMERCIAL & MASTER METERED RESIDENTIAL	5/8" or 3/4"	\$ 50.00	\$ 142.00
	1"	\$ 125.00	\$ 355.00
	1.5"	\$ 250.00	\$ 710.00
	2"	\$ 400.00	\$ 1,136.00
	3"	\$ 800.00	\$ 2,272.00
	4"	\$ 1,250.00	\$ 3,550.00
	6"	\$ 2,500.00	\$ 7,100.00
	8"	\$ 4,500.00	\$12,780.00

The District may require an additional deposit, where previously waived or refunded, or an additional deposit in order to secure payment of current bills provided. The District shall provide the Customer with reasonable written notice of the need for an additional deposit of not less than thirty (30) days.

2.5.4 Terms of Deposit - The District shall pay interest on Customer Deposits at a rate equal to the average rate of interest earned on such Deposit during the previous fiscal year. The payment

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of interest shall be made once each year, typically in January, as a credit on regular bills or when service is disconnected as a credit on final bills. No Customer will receive interest on his or her deposit until a Customer relationship and the Deposit have been in existence for at least six (6) months. At such time, the Customer shall be entitled to receive interest beginning from the day the Deposit was placed with the District.

After a residential Customer has established a satisfactory payment record and has had continuous service for a period of twenty-four (24) months, the District shall refund Customer's Deposit provided the Customer has not in the preceding twelve (12) months: a) made more than one (1) late payment of the bill (after the expiration of twenty-one (21) days from the date of mailing or delivery by the District); b) paid with a check refused by a bank; c) been disconnected for non-payment; or, d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

The District shall generally retain the Deposits of Master-Metered Residential Customers and Commercial Customers for the term of service but nothing in this Manual shall prohibit the District from, based on particular circumstances, waiving the need for, or refunding in less than 24 months the placement of, a Deposit of any Customer.

2.5.5 Customer Usage Fees - There shall be a monthly charge imposed for water, wastewater and/or irrigation water service composed of a Base Facility charge for potable, wastewater and irrigation water and also a volumetric consumption charge differentiated primarily by service class, meter size and amount(s) consumed, with the particular Customer Usage rates and schedules, including those for temporary or construction service only, set out hereafter in this Manual.

2.5.6 Billing - The District's fees and charges to the Customer for water, wastewater and/or irrigation water service for the previous month's service, including all applicable federal, state and local taxes, assessments, fees and charges, shall be billed monthly no later than the tenth (10th) day of the month following the month in which services were rendered. The District shall generally bill by mail providing a self-addressed envelope for tender of payment, but reserves the right in the future to implement an electronic billing/payment system or other billing mechanism in order to reduce costs. Notwithstanding, the fact that a bill is not received by a Customer serve to reduce the obligation and liability of a Customer to pay for all water, wastewater and irrigation water service actually received.

2.5.7 Payment - Payment for all Customer fees and charges may be made in person at the District offices or by mail directed to the District offices and may be made by credit card, debit card or by check only made payable to the District, but the District reserves the right to refuse payment for any lawful reason. In the future event the District implements an electronic billing and payment system or other billing mechanism, payments may be made pursuant to such system.

2.5.8 Concurrent Payment - When any combination of water, wastewater and/or irrigation

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water service are provided by the District, payment of any one service bill rendered by the District to a Customer shall not be accepted by the District without the simultaneous or concurrent payment of all other services bills rendered by the District. The District may discontinue all service to the Customer's premises for non-payment of any portion of water, wastewater and/or irrigation water service if payment is not made concurrently. The District shall not reestablish or reconnect water, wastewater and/or irrigation water service until such time as all water, wastewater and/or irrigation water service bills and all applicable charges are paid.

2.5.9 Collections & Discontinuance of Service - All fees and charges for water, wastewater and/or irrigation water service are due and payable on the date as shall be indicated on a Customer's bill. If not paid timely, a Customer's account shall be deemed delinquent twenty-one (21) days from the date of billing by the District and shall accrue interest at the rate not to exceed eighteen percent (18%) compounded annually, or the maximum rate then permitted by law, whichever is greater, from the date of delinquency. The District may collect any and all bills or delinquent Customer accounts by any lawful means including judicial or administrative process; and, in addition, the District may discontinue or shut off service to a property when a delinquency is associated with the Customer account has continued for a period of twenty-one (21) days or longer so long as written notice or posted notice is provided to the Customer at least five (5) days prior to the date of discontinuance. In the event a Customer's check is returned due to insufficient funds on account at the drawer, the District will impose a dishonored check fee against a Customer's account as set forth in the Rate Schedule of Miscellaneous Service Fees contained elsewhere in this Manual. Further, the initiation of continuation or resumption of water, wastewater and/or irrigation water service to the Customer's premises shall constitute the initiation or continuation or resumption of water, wastewater and/or irrigation water service to the Customer's premises regardless of occupancy.

2.5.10 Dispute Resolution - All Customers shall make any dispute in writing and shall forward same certified mail return receipt requested to the Chairman of the Board of Supervisors with a copy to the District Manager directed to the District's offices. The District Board of Supervisors, at the next regularly scheduled meeting occurring at least ten (10) days after a dispute has been received by the Board, shall take up the dispute and shall, in consultation with counsel, decide if the dispute is one whereby the substantial interests of a Customer having standing may be affected. Disputes not involving substantial interests may be decided in accordance with reasonable measures effected pursuant to all law and with regard for due process on the advice of counsel; all disputes involving substantial interests shall be handled in accordance with District General and Procedural Rule 1.6.

2.6 Developer Policies & Procedures. The following provisions set forth the general procedures for a Developer to connect to the District's systems and facilities in order to facilitate water, wastewater and/or irrigation water service to a property, the conditions of approval for such connection, and the manner in which the Developer may receive and pay for such connection.

2.6.1 Application - A prospective Developer shall apply to connect to the District's water,

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wastewater and/or irrigation water systems and facilities to facilitate service by submitting a fully executed 'Developer Connection Application' (a copy of which is contained in the Appendix to this Water Utilities policy manual) either by hand-delivery or by mail directed to the person(s) and address indicated at the bottom of the application. A \$50.00 non-refundable Developer Application Fee shall accompany the application and such fee shall be tendered by credit card, debit card or check only made payable to the District. An application and/or further inquiry regarding same may be made by an owner, leaseholder or any other person authorized by an owner or leaseholder of property so long as the application or inquiry is accompanied by sufficient written evidence of authorization. All inquiries regarding an application shall be made in person or by mail directed to the person(s) and address indicated on the application.

2.6.2 Approval - 'Developer Connection Application' forms shall be processed and approved or denied within ten (10) business days of their receipt by the District. The District shall notify a prospective Developer of the decision on an application and in the event an application is deemed incomplete or insufficient, the District shall notify a prospective Developer in writing of such deficiency and the prospective Developer shall have sixty (60) days from the date such notification was sent to remedy the deficient application; otherwise, a prospective Developer shall be required to execute and tender a new 'Developer Service Application' along with another Application Fee as set forth hereinabove in order to apply for connection. Further, the District reserves the right to deny an application or refuse connection to any prospective Developer for any lawful reason, but shall refund the Application Fee if service is denied on the basis that the District's systems and facilities lack sufficient capacity for connection or to provide the eventual anticipated level of service, regardless of whether the insufficiency is temporary or permanent.

2.6.3 Developer Connection Fees - In general, after approval of an application but before a connection is made to a Customer Installation, a Developer shall pay the required Connection Fee(s) attributable to the requested property as set forth hereinafter. No Developer or Customer shall have any right to receive service or to connect to the District's water, wastewater and/or irrigation water systems and facilities without payment of the requisite Connection Fee(s) as provided herein this policy manual.

2.6.4 Developer Agreements - Notwithstanding the foregoing, where a Developer has a phased plan of development or intends to develop property or properties over a period of more than one (1) year, the District may, at its option, enter into a Developer Agreement with a Developer which agreement would be intended essentially to provide for a schedule by which payments for Connection Fees are to be made over time in line with the plan of development and may include such other reasonable provisions as desired by the District or the Developer where same are acceptable to the District. A Developer desiring the District to consider entering into a Developer Agreement shall provide the District with reasonable documentation and/or assurances outlining: Developer work history and references; the plan of development including sufficiently detailed designs, drawings, plans, etc.; the status of all comprehensive planning zoning, permitting or authorizations for such development; the availability and/or status of financing; the marketing plan and price

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structure for the development; and, any other information which may be requested by the District. The District is under no obligation to enter into any Development Agreement and shall not be liable for any costs or claims of any Developer who requests but is unsuccessful at obtaining the District's permission to enter into a Development Agreement. Prior to the District entering into any agreements to extend payment, and from time-to-time thereafter, the District shall identify a specific source of funds to be used relative to providing extended payments and the cost of such funds, including all expenses and costs incidental to obtaining or providing same, the interest rate that the District's system will employ in offering extended payment with interest, and a reasonable estimation or description of the administrative costs or expenses associated with administering the extended payment alternative to the respective land(s).

All such Developer Agreements entered shall provide for a Deposit to be paid by a Developer in the amount of 20% of the total Connection Fees attributable to the plan of development which Deposit shall be applied to the outstanding balance at the point a plan of development is 60% complete where completeness is defined by the amount of Connection Fees paid as called for in the agreement. Further, all such agreements shall provide that all unpaid Connection Fees on connected property or properties constitute a lien and mortgage on such property from the date a connection is made and which lien and mortgage shall be granted and agreed to by the owner or owners of such property in such form as required by law which lien and mortgage may be noticed, recorded, collected or foreclosed upon in any manner authorized by law. Additionally, all Developer Agreements shall incorporate the terms of this policy manual by reference and all Developers shall be provided with a copy of this policy manual and shall sign a receipt indicating they have received same. Finally, a Developer Agreement shall provide for binding arbitration conducted pursuant to the Commercial Rules of the American Arbitration Association in the event the dispute resolution provisions set forth hereinafter fail to produce a result agreeable to the District or the Developer. In all other respects, Development Agreements may differ from Developer to Developer based on all reasonable factors, conditions and circumstances then existing or in the future, and the fact the District has adopted this policy manual as a legislative matter shall not be construed to interfere with the District's right to differentiate among Developers or developments as a contractual matter.

2.6.5 Payment - Payment for all Connection Fees may be made in person at the District offices or by mail directed to the District offices and may be made by credit card, debit card or by check only made payable to the District, but the District reserves the right to refuse payment for any lawful reason. In the future event the District implements an electronic billing and payment system, payments may be made pursuant to such system. All future payments of Connection Fees as authorized in a Developer Agreement shall be made in accordance with the terms of such agreement.

2.6.6 Dispute Resolution - All Developers shall make any dispute in writing and shall forward same certified mail return receipt requested to the Chair of the Board of Supervisors with a copy to the District Manager directed to the District's offices. The District Board of Supervisors, at the next regularly scheduled meeting occurring at least ten (10) days after a dispute has been received by the Board, shall take up the dispute and shall, in consultation with counsel, decide if the

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dispute is one whereby the substantial interests of a Developer having standing may be affected. Disputes not involving substantial interests may be decided in accordance with reasonable measures effected pursuant to all law and with regard for due process on the advice of counsel; all disputes involving substantial interests shall be handled pursuant to District General and Procedural Rule 1.6. Notwithstanding, the District and all Developers agree that in the event the dispute resolution provisions set forth hereinabove fail to satisfy either the District or a Developer, any and all further dispute which might otherwise be settled by an original or appellate judicial or administrative action, shall instead be resolved by and through arbitration conducted pursuant to the Commercial Rules of the American Arbitration Association, the results of which arbitration shall be binding on both the District and the Developer and agree the arbitrator is authorized to make an award of all costs and reasonable attorneys fees to the prevailing party in his or her discretion. All Developers agree that the provisions of this section governing dispute resolution constitute the sole process and remedy for any dispute related to "water utilities" (as such term is construed most generally) and agree to waive any and all right to proceed in any other judicial or administrative forum, state, federal or local, and to be bound by the terms of this section.

2.7 General Service Policies. The District will provide water, wastewater and/or irrigation water systems, facilities and/or service to Developer and Customers, as applicable, upon the following general terms:

2.7.1 System, Facility and/or Service Availability - Laterals and other appurtenant facilities necessary are the responsibility of a Developer or Customer. The installation of same may be made by a qualified contractor approved by the District or may be installed by the District at the expense of the Developer or Customer. In those instances where facilities are installed by an approved contractor, the District shall review all necessary engineering plans and related materials to insure that the construction of such facilities shall be in accordance with District specifications. Such review may be provided for a fee to the developer as may be provided herein. Further, the District may, at its option, inspect all facilities installed by said contractor in return for a fee based on the provisions of this Manual. Should the District require the installation of a water, wastewater, and/or irrigation water main that is more than one pipe size larger than the required size to serve the user, then the District shall absorb such cost for oversizing. Further, all extensions will be made to the District's systems and facilities in compliance with generally accepted design standards and this Manual.

All meters shall be installed by the District after the payment of all fees and charges identified in this policy manual, including approved Meter Installation Fees. Said Meter Installation Fees represent the cost to the District of installing a meter and meter box at the Point of Connection.

In those cases where the District perceives the opportunity for entry into the water system of potentially contaminated water the District may require back-flow preventors of a type and size approved by the District to be installed by the customer at their cost. The District will review the plans and inspect the installation work for a fee based on the provisions of this Manual. Should it

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be necessary for the District to install water or irrigation water service or sewer lateral for a Customer or Developer, the Customer or Developer shall be charged at actual cost of such installation. The actual cost will include, but not be limited to labor, equipment, machinery, vehicle usage, materials and supplies, allowance for administrative oversight and supervision, and other charges and/or costs as determined by the District.

In addition to the above charges, an approved Connection Fee charge shall be collected from all Developers as provided herein. Further, in addition to the Meter Installation Fee there shall be a variety of service charges imposed for various services provided by the District as provided herein.

Finally, the term "service" shall be construed to mean, in addition to the water, wastewater and/or irrigation water service provided to a Customer, the District's ability to furnish same in a manner which conforms with all applicable federal, state and local law, rule and code.

2.7.2 Service Continuity - The District will at all times use reasonable diligence to provide continuous water, wastewater, and/or irrigation water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water, wastewater, and/or irrigation water service. The District shall not be liable for any act or omission caused directly or indirectly by drought, flooding, strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustment, acts of sabotage, enemies of the United States, Wars, United States, state, municipal or other governmental interference, acts of God or other causes beyond its control. In the event of a planned service interruption or discontinuance not related to delinquency of payment, all affected Customers shall be given not less than 24 hours written notice, except in cases of emergencies.

2.8 Limitations & Prohibitions. Water, wastewater, and/or irrigation water service purchased from the District shall be used by a Customer only for the purposes specified in the 'Customer Service Application.' Water, wastewater and/or irrigation water service shall be rendered to the Customer for the Customer's own use and shall be provided directly from, or collected directly into, as applicable, the District's Main lines.

In no case shall a Developer or Customer, except with the written consent of the District, extend his or her lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water, wastewater and/or irrigation water service to the adjacent property through one meter even though such adjacent property may be owned by such Developer or Customer. In case of such unauthorized extension, remetering, sale, or disposition of service, the Customer's water, wastewater, and/or irrigation water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the District for water, wastewater, and/or irrigation water service rendered by the District (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the District for all extra expenses incurred for clerical work, testing, inspections, and penalties.

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Connections to the District's water, wastewater, and/or irrigation water system for any purpose whatsoever are to be made only by employees of the District. Any unauthorized connections to the Customer's water, wastewater, and/or irrigation service shall be subject to immediate discontinuance without notice. Utility service shall not be restored until such unauthorized connection has been removed and until settlement has been made in full by the Customer with the District for all utility service estimated by the District to have been used by reason of such unauthorized connection.

2.9 System & Facility Installation. All Developer's or Customer's pipes, apparatus and equipment shall be selected, installed, used, maintained and/or extended in accordance with generally accepted design principles and standard practice and shall conform with this Manual and all applicable laws and regulations. The District shall not be responsible for the maintenance and operation of a Customer's pipes and facilities. All Developers and Customers expressly agrees not to utilize any appliance or device which may adversely affect the quality or quantity of water, wastewater, and/or irrigation water service and the District reserves the right to immediately discontinue or withhold water, wastewater, and/or irrigation water service in the event such an apparatus or device is utilized.

No changes or increases in a Developer's or Customer's installation from those stated on the Developer Connection Application or Customer Service Application, as applicable, shall be made without the written consent of the District. A Developer or Customer shall be liable for any damage or harm, financial or otherwise, resulting from changing an installation without the District's consent.

All Developer's and Customer's water, wastewater and/or irrigation water service Installations or changes shall be inspected upon completion by a competent authority of the District or recognized by the District to ensure that the piping, equipment, and devices have been installed in accordance with generally accepted design principles and standard practice, this Manual and all applicable laws and regulations. The District shall not render any utility service until and unless all required inspections have been made and all required permits issued by applicable authorities having jurisdiction, and only after the District has been furnished formal notice of compliance with same by such authorities.

Notwithstanding the above, the District reserves the right but has no obligation to inspect a Developer's or Customer's Installation prior to rendering water, wastewater, and/or irrigation water service, and from time to time thereafter, but assumes no responsibility whatsoever by reason thereof.

2.10 Backflow Prevention. All backflow prevention devices shall be installed, operated and maintained according to the following policies:

2.10.1 Purpose - The purpose of this section of the Manual is to: 1) protect the public potable

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water supply of the District from the possibility of contamination or pollution by isolating within the Customer's internal distribution system(s) or the CUSTOMER's private water system(s) such contaminants or pollutants that could backflow into the potable water system; 2) promote the elimination or control of existing cross connections, actual or potential, between the CUSTOMER's in-plant potable water system(s) and non-potable water system(s) plumbing fixtures, and industrial piping systems; and 3) provide for the maintenance of a continuing program of cross-connection control that will systematically and effectively prevent the contamination or pollution of all potable water systems.

2.10.2 District Representative - The Chairman and Board of Supervisors shall be responsible for appointing a representative of the District who in turn will be responsible for the protection of the District's potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If, in the judgment of the designated District representative an approved backflow-prevention assembly is required (at the Customer's Point of Connection; or, within the Customer's private water system) for the safety of the water system, the designated District representative or his/her designated agent shall give notice in writing to said Customer to install such an approved backflow-prevention assembly(s) at specific location on the Customer's premises. The Customer shall immediately install such approved assembly(s) at the Customer's expense; and failure refusal, or inability on the part of the Customer to install, have tested, and maintain said assembly(s) shall constitute grounds for the discontinuation of service to the premises until such requirements have been satisfactorily met. The designated District in charge of the water, wastewater and/or irrigation water system of the District is vested with the authority and responsibility for the implementation of an effective cross-connection control program and for the enforcement of the provisions of this Manual.

2.10.3 Technical Terms - As used herein this "Backflow Prevention" section of this Manual, the following terms shall have the denoted meanings:

"Approved" means accepted by the authority responsible as meeting an applicable specification stated or cited in this ordinance or as suitable for the proposed use.

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

"Backflow" means the undesirable reversal of flow in a potable water distribution system as a result of a cross connection.

"Backpressure" means a pressure, higher than the supply pressure, caused by a pump,

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elevated tank, boiler, or any other means that may cause backflow.

“Backsiphonage” means backflow caused by negative or reduced pressure in the supply piping.

“Backflow Preventer” means an assembly or means designed to prevent backflow including those of the following three (3) types:

- i. Air gap. The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet conveying water or waste to a tank, plumbing fixture, receptor, or other assembly and the flood level rim of the receptacle. These vertical, physical separations must be at least twice the diameter of the water supply outlet, never less than 1 in. (25 mm).
- ii. Reduced-pressure backflow-prevention assembly. The approved reduced-pressure principle backflow-prevention assembly consists of two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and below the first check valve. These units are located between two tightly closing resilient-seated shutoff valves as an assembly and equipped with properly located resilient-seated test cocks.
- iii. Double check valve assembly. The approved double check valve assembly consists of two internally loaded check valves, either spring loaded or internally weighted, installed as a unit between two tightly closing resilient-seated shutoff valves and fittings with properly located resilient-seated test cocks. This assembly shall only be used to protect against a non-health hazard (that is, a pollutant).

“Contamination” means an impairment of a potable water supply by the introduction or admission of any foreign substance that degrades the quality and creates a health hazard.

“Cross Connection” means a connection or potential connection between any part of a potable water system and any other environment containing other substances in a manner that, under any circumstances would allow such substances to enter the potable water system. Other substances may be gases, liquids, or solids, such as chemicals, waste products, stream, water from other sources (potable or non-potable), or any matter that may change the color or add odor to the water.

“Cross Connections-Controlled” means a connection between a potable water system and a non-potable water system with an approved backflow-prevention assembly properly

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installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

“Cross-Connection Control by Containment” means the installation of an approved backflow-prevention assembly at the water service connection to any customer's premises, where it is physically and economically unfeasible to find and permanently eliminate or control all actual or potential cross connections within the customer's water system; or it shall mean the installation of an approved backflow-prevention assembly on the service line leading to and supplying a portion of a customer's water system where there are actual or potential cross connections that cannot be effectively eliminated or controlled at the point of the cross connection.

“Hazard, Degree of” means an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.

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

“Hazard-plumbing” means a plumbing-type cross connection in a consumer's potable water system that has not been properly protected by an approved air gap or an approved backflow-prevention assembly.

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

“Hazard-system” means an actual or potential threat of severe damage to the physical properties of the public potable water system or the consumer's potable water system or of a pollution or contamination that would have a protracted effect on the quality of the potable water in the system.

“Industrial Fluids System” means any system containing a fluid or solution that may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration, such as would constitute a health, system, pollution, or plumbing hazard, if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of process waters and used waters originating from the public potable water system that may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulating cooling waters connected to an open cooler tower; and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters, such as wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, and so forth; oils, gases, glycerine, paraffins, caustic and acid

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solutions, and other liquid and gaseous fluids used in industrial or other purposes for fire-fighting purposes.

“Pollution” means the presence of any foreign substance in water that tends to degrade its quality so as to constitute a nonhealth hazard or impair the usefulness of the water.

“Service Connection” means the terminal end of a service connection from the public potable water system, that is, where the water purveyor loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system. If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter. There should be no unprotected takeoffs from the service line ahead of any meter or backflow-prevention assembly located at the point of delivery to the customer's water system. Service Connection shall also include water service connection from a fire hydrant and all other temporary or emergency water service connections from the public potable water system.

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

“Water-Non-Potable” means water that is not safe for human consumption or that is of questionable quality.

“Water-Used” means any water supplied by a water purveyor from a public potable water system to a consumer's water system after it has passed through the point of delivery and is no longer under the sanitary control of the water purveyor.

“Water System” means the water, wastewater and irrigation water system consisting of two parts: the utility system and the customer system. The utility system shall consist of the source facilities and the distribution system, and shall include all those facilities of the water under the complete control of the utility, up to the point where the customer's system begins. The utility source shall include all components of the facilities utilized in the production treatment, storage, and delivery of water to the distribution system. The utility distribution system shall include the network of conduits used for the delivery of water from the source to the customer's system. The customer's system shall include those parts of the facilities beyond the termination of the utility distribution system that are utilized in conveying utility-delivered domestic water to points of use.

2.10.4 Installation, Operation & Maintenance - No water service connection to any premises shall be installed or maintained by the water purveyor unless the water supply is protected as required by state laws and regulations and this Manual. Service of water to any premises shall be discontinued by the water purveyor if a backflow prevention assembly required by this Manual is not installed, tested, and maintained, or if it is found that a backflow-prevention assembly has been

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removed, bypassed, or if an unprotected cross connection exists on the premises. Service will not be restored until such conditions or defects are corrected.

The customer's system should be open for inspection at all reasonable times to authorized representatives of the District, state of Florida and governing local authorities to determine whether cross connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the District Representative shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the condition(s) in conformance with state law and local codes relating to plumbing and water supplies and the regulations adopted pursuant thereto.

An approved backflow-prevention assembly shall be installed on each Service Line to a customer's water system at or near the property line or immediately inside the building being served; but in all cases, before the first branch line leading off the service line wherever the following conditions exist:

- i. In the case of premises having an auxiliary water supply that is not or may not be of safe bacteriological or chemical quality and that is not acceptable as an additional source by the (water commissioner or health authority), the public water system shall be protected against backflow from the premises by installing an approved backflow-prevention assembly in the service line, appropriate to the degree of hazard;
- ii. In the case of premises on which any industrial fluids or any other objectionable substances are handled in such a fashion as to create an actual or potential hazard to the public water system, the public system shall be protected against backflow from the premises by installing an approved backflow-prevention assembly in the service line, appropriate to the degree of hazard. This shall include the handling of process waters and waters originating from the utility system that have been subject to deterioration in quality.
- iii. In the case of premises having (1) internal cross connections that cannot be permanently corrected and controlled, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross connections exist, the public water system shall be protected against backflow from the premises by installing an approved backflow-prevention assembly in the service line

The type of protective assembly required under subsections i, ii, and iii, of section 2.10.4 of this Manual as set forth immediately hereinabove shall depend upon the degree of hazard that exists set forth as subsections iv. through ix. as follows:

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- iv. In the case of any premises where there is an auxiliary water supply as stated in elsewhere in this section and it is not subject to any of the following provisions, the public water system shall be protected by an approved air-gap separation or an approved reduced-pressure principle backflow-prevention assembly.
- v. In the case of any premises where there is water or substance that would be objectionable but not hazardous to health, if introduced into the public water system, the public water system shall be protected by an approved double check valve assembly.
- vi. In the case of any premises where there is any material dangerous to health that is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved air-gap separation or an approved reduced-pressure principle backflow-prevention assembly. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries, and plating plants.
- vii. In the case of any premises where there are "uncontrolled" cross connections, either actual or potential, the public water system shall be protected by an approved air-gap separation or an approved reduced-pressure principle backflow prevention assembly at the service connection.
- viii. In the case of any premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete in-plant cross-connection survey, the public water system shall be protected against backflow from the premises by either an approved air-gap separation or an approved reduced-pressure principle backflow-prevention assembly on each service to the premises.
- ix. In the case of any premises where, in the opinion of the District Representative, an undue health threat is posed because of the presence of extremely toxic substances, the District Representative may require an air gap at the service connection to protect the public water system. This requirement will be at the discretion of the District Representative and is dependent on the degree of hazard.

Any backflow-prevention assembly required herein shall be a model and size approved by the District. An approved backflow-prevention assembly shall mean an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association titled AWWA C510-89-Standard for Double Check Valve Backflow-Prevention Assembly, and AWWA C511-89-Standard for Reduced-Pressure Principle Backflow-Prevention Assembly, and have met completely the laboratory and field performance specifications of the

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Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California established by "Specification of Backflow-Prevention Assemblies"-Sec. 10 of the most current issue of the Manual of Cross-Connection Control. Testing laboratories will be added to an approved list as they are qualified by the District. Backflow preventers that may be subjected to backpressure or backsiphonage that have been fully tested and have been granted a certificate of approval by said qualified laboratory and are listed on the laboratory's current list of approved backflow-prevention assemblies may be used without further testing or qualification.

It shall be the duty of the customer-user at any premises where backflow-prevention assemblies are installed to have certified inspections and operational tests made at least once per year. In those instances where the District deems the hazard to be great enough, certified inspections may be required at more frequent intervals. These inspections and tests shall be at the expense of the water user and shall be performed by the assembly manufacturer's representative, District personnel, or by a certified tester approved by the District. It shall be the duty of the designated District Representative to see that these tests are made in a timely manner. The customer-user shall notify the District in advance when the tests are to be undertaken so that the customer-user may witness the tests if so desired. These assemblies shall be repaired, overhauled, or replaced at the expense of the customer-user whenever said assemblies are found to be defective. Records of such tests, repairs, and overhaul shall be kept and made available to the Board of Supervisors.

2.11 Metering. All water and/or irrigation water meters shall be furnished by and remain the property of the District and shall be accessible and subject to its control.

2.11.1 Installation, Operation & Maintenance- A Developer or Customer shall provide meter space to the District at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices. That portion of the Customer's Installation for water and/or irrigation water service shall be so arranged to ensure that all water and/or irrigation water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water and/or irrigation water to by-pass the meter or metering equipment.

All meters used for measuring quantity of water, and/or irrigation water delivered to a Customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water, and/or irrigation water service to a Customer, every water and/or irrigation water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth by the manufacturer's specifications.

2.11.2 Meter Testing and Deposits - Any Customer may request a bench test of his or her water or irrigation water meter. The District may require a deposit to defray the cost of testing; such deposit shall not exceed the actual cost of performing the test. If the meter is found to register outside of the following prescribed accuracy limits, the deposit shall be refunded and the bills for

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the suspect period, not to exceed one (1) year, shall be adjusted.

Accuracy Limits in Percentages				
Meter Type	Maximum Flow Rate	Intermediate Flow Rate	Minimum Flow Rate	Repaired
Displacement	98.5 - 101.5	98.5 - 101.5	95 - 101.5	90 - 101.5
Current	97 - 102	None	95 - 102	90 - 102
Compound*	97 - 103	97 - 103	95 - 103	90 - 103
* The minimum required accuracy for compound meters at any rate within the "changeover" range of flows shall be 85%.				

If the meter is found to register accurately within such accuracy limits, the District, as a service charge for conducting the meter test, shall retain the deposit.

Upon written request of a Customer, the District shall, without charge, make a field test of the accuracy of the water or irrigation water meter in use at the Customer's premises provided that the meter has not been tested within one-half (1/2) of the following time frames:

Meter Size:	Maximum Interval Between Tests:
5/8"	10 Years
3/4"	8 Years
1"	6 Years
1.5"	4 Years
2"	4 Years
3"	3 Years
4"	2 Years
6" or greater	1 Year

2.12 Miscellaneous Provisions. The Customer shall exercise reasonable diligence to protect the District's property on the Customer's premises and shall not permit any person to have access to the District's pipes and apparatus except as may be authorized by the District or by law. In the event of any loss or damage to property of the District caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer. Non-payment of the correction of the loss or repairing such damage by the Customer may result in the discontinuance of utility service by the District.

The Customer shall grant or cause to be granted to the District, and without cost to the

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District, all rights, easements, permits, and privileges which are necessary for the rendering of water, wastewater, and/or irrigation water service. Further, 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, inspecting, or removing the District's property or for performance under or termination of the District's agreement with the Customer, and shall be construed to be a business licensee for such purposes.

2.13 Connection Fees. The following provisions specifically govern all substantive and procedural aspects of Connection Fees (as defined and described herein) and shall control to the extent of any inconsistency with any general provisions hereof this policy manual:

2.13.1 Use of Connection Fee Funds - All revenues derived from the imposition of Connection Fees described within this Manual shall be accounted for in separate capital requirement accounts apart from the other reserves received for providing service by the District and shall be expended from such accounts only for the purpose of improving, extending or oversizing, separating or constructing, new additions to the respective utility system (expansion projects), treatment plant or collection and interceptor systems, or part thereof as authorized by the District's Board of Supervisors. No part of such revenue generated by the Connection Fees shall be budgeted or used for the operating expenses of the system. Connection Fees may be used by the District to fund the repayment of the cost of financing for utility plant associated with expansion projects.

2.13.2 Methodology of Connection Fee - The Connection Fees established in this Manual are established in accordance with a predetermined average necessary level of service capacity calculated on an average daily flow basis figured in terms of gallons per day differentiating between service classes by and through the use of Equivalent Residential Connections as according to the formula below and in accordance with the following general principles:

Water Fee	=	$\frac{\text{Average Dependable Daily Capacity Expressed on a GPD basis}}{350}$	X	$\frac{\text{Water Rate}}{\text{ERC}}$
Wastewater Fee	=	$\frac{\text{Average Dependable Daily Capacity Expressed on a GPD basis}}{280}$	X	$\frac{\text{Wastewater Rate}}{\text{ERC}}$
Irrigation Water Fee	=	$\frac{\text{Average Dependable Daily Capacity Expressed on a GPD basis}}{350}$	X	$\frac{\text{Irrigation Rate}}{\text{ERC}}$

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- i. If the development served by a single meter or master meter includes Commercial use, then the Connection Fee for such Commercial use as established herein will be determined in accordance with these is Manual and Table A-2 and added to the Individually-Metered Single-Family Residential or Master-Metered Residential Connection Fee to reach the total Connection Fee.
- ii. All ERC values shall be calculated to the nearest one-hundredth (.01) ERC for Developer Connection Application purposes, and in no event shall a Connection Fee for Commercial water, wastewater, and/or irrigation water service be less than one (1) ERC.
- iii. For the Commercial service class, rates are to be calculated in accordance with Table A-2. If no water and wastewater capacity estimates are provided in such Table A-2, the District reserves the right to estimate the average dependable daily capacity as referenced in this section and determine the appropriate Connection Fee to be charged to such Developer.
- iv. The District reserves the right to review the amount of water and/or wastewater consumption during the first eighteen (18) months of service and shall bill to the Developer any adjustment to the water and wastewater Connection Fees for capacity use in excess of amounts which have been paid by the Developer. Any additional Connection Fee payments shall be billed to the Developer at the same rate that was initially billed at time of building permit issuance.

2.13.3. Establishment of Connection Fee - A Connection Fee is hereby established as follows based on Equivalent Residential Connections ("ERC") and individually calculated as set forth herein based on the following levels of service:

a) *Levels of service* for the purposes of the establishment of rates and charges as provided herein this chapter, the following level of service expressed on an average dependable daily capacity flow (ADF), gallons per day (GPD) basis for a single ERC shall be as follows:

i.	Water	=	350 GPD
ii.	Wastewater	=	280 GPD
iii.	Irrigation	=	350 GPD

b) *Connection Fees* are as follows per ERC:

i.	Potable Water Connection Fee	\$2,270 per ERC
ii.	Wastewater Connection Fee	\$2,520 per ERC
iii.	Irrigation Water Connection Fee	\$ 810 per ERC

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2.13.4 Connection Fee Rates and Schedule - The Connection Fee rate structure, rates and schedule for each service class are as follows:

- a) *Individually-Metered Single-Family Residential Service Class:*
 - i. 1,200 sq. ft. or less with 2 bedrooms or less 0.67 ERC
 - ii. 1,200 to 2,250 sq. ft. with 3 bedrooms or less 1.00 ERC
 - iii. Each additional bedroom or 750 sq. ft. or fraction +0.33 ERC

- b) *Master-Metered Residential Service Class:*
 - i. Per Dwelling Unit 0.67 ERC

c) *Commercial Service Class:* The rate of the Connection Fee charged for the Commercial service class shall be calculated in accordance with the requirements and guidelines contained at Table A-2 in the Appendix to this policy manual. An example of such a calculation on an ERC basis follows:

Example: Assume a hospital with 100 beds.			
Flow Value (see s. 22 of Table A-2):			
(100 beds) x (0.714 ERC's/BED)	=	71.40 ERC's	
+ (3meals/day/bed) x (100 beds) x (0.018 ERC's/meal)	=	+ 5.40 ERC's	
<u>Total ERC's Calculated</u>	=	76.80 ERC's	
<u>Total ERC's for Fee Determination</u>	=	76.80 ERC's	
Water Fee:	76.80 ERC's x \$2,270.00/ERC	=	\$ 174,336.00
Wastewater Fee:	76.80 ERC's x \$2,520.00/ERC	=	193,536.00
Irrigation Fee:	76.80 ERC's x \$810.00/ERC	=	<u>62,208.00</u>
	<u>Total Calculated Connection Fee of Example</u>		<u>\$ 430,080.00</u>

2.14 Customer Usage Fees. Customers shall pay a monthly Usage Fee for the water, wastewater and/or irrigation water services provided by the District consisting of a Base Facility charge for potable, wastewater and irrigation water and also a volumetric consumption charge differentiated primarily by service class, meter size and amount(s) consumed based upon meter equivalency factors. This monthly Usage Fee is in addition to any and all other fees and charges which may be imposed by the District such as Connection Fees, Meter Installation Fees, Meter Testing Fees, Miscellaneous Service Charges and others. The Usage Fee schedule and rates including those for temporary or construction service are set forth below:

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SERVICE CLASS	WATER	WASTEWATER	IRRIGATION
Individually-Metered Single Family Residential Class:			
Monthly Base Facility Charge			
Per Meter / Size			
5/8" to 3/4"	\$ 10.70	\$ 11.40	\$ 7.40
1"	26.75	28.50	18.50
1.5"	53.50	57.00	37.00
2"	85.60	91.20	59.20
3"	160.50	171.00	111.00
4"	267.50	285.00	185.00
Monthly Volumetric Charge (metered flow) [*]			
Block 1 (\$ per 1,000 gal. / 0-6,000 gal.)	\$ 2.22	\$ 3.22	\$ 0.96
Block 2 (\$ per 1,000 gal. / 6,001-12,000 gal.)	2.78	3.22	1.20
Block 3 (\$ per 1,000 gal. / 12,001-20,000 gal.)	3.47	N/A	1.50
Block 4 (\$ per 1,000 gal. / over 20,000 gal.)	4.34	N/A	1.88
Master-Metered Residential Class:			
Monthly Base Facility Charge [**]			
Per Unit	\$ 7.17	\$ 7.64	N/A
Monthly Volumetric Charge (metered flow)			
Block 1 (\$ per 1,000 gal. / 0-4,000 gal.)	\$ 2.22	\$ 3.22	N/A
Block 2 (\$ per 1,000 gal. / 4,001-8,000 gal.)	2.78	3.22	N/A
Block 3 (\$ per 1,000 gal. / 8,001-14,000 gal.)	3.47	3.22	N/A
Block 4 (\$ per 1,000 gal. / over 14,000 gal.)	4.34	3.22	N/A
Commercial Class:			
Monthly Base Facility Charge			
Per Meter / Size			
5/8" to 3/4"	\$ 10.70	\$ 11.40	\$ 7.40
1"	26.75	28.50	18.50
1.5"	53.50	57.00	37.00
2"	85.60	91.20	59.20
3"	160.50	171.00	111.00
4"	267.50	285.00	185.00
6"	533.00	570.00	370.00
8"	963.00	1,026.00	666.00
10"	1,551.50	1,653.00	1,073.00
12"	2,300.50	2,451.00	1,591.00
Monthly Volumetric Charge (metered flow)			
Block 1 (\$ per 1,000 gal. / 0-6,000 gal. per ERC)	\$ 2.22	\$ 3.22	\$ 0.96
Block 2 (\$ per 1,000 gal. / 6,001-12,000 gal. per ERC)	2.78	3.22	1.20
Block 3 (\$ per 1,000 gal. / 12,001-20,000 gal. per ERC)	3.47	3.22	1.50
Block 4 (\$ per 1,000 gal. / over 20,000 gal. per ERC)	4.34	3.22	1.88
Temporary/Construction Class:			
Install and Remove Hydrant Meter	\$50.00 + deposit equal to actual meter cost		
Install and Remove Tank Truck Meter	\$50.00 + deposit equal to actual meter cost		
Base Facility Charge	Based on 2" meter above.		
Monthly Usage Fee	Based on above rate structure for service class		

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Block Structure per Meter based upon Meter Equivalency Factors

Meter Size:	Meter Equivalent Factor	Block 1 Up to: (gallons)	Block 2 Up to: (gallons)	Block 3 Up to: (gallons)	Block 4 Over: (gallons)
5/8" - 3/4"	1.0	6,000	12,000	20,000	20,000
1"	2.5	15,000	30,000	50,000	50,000
1.5"	5.0	30,000	60,000	100,000	100,000
2"	8.0	48,000	96,000	160,000	160,000
3"	15.0	90,000	180,000	300,000	300,000
4"	25.0	150,000	300,000	500,000	500,000
6"	50.0	300,000	600,000	1,000,000	1,000,000
8"	90.0	540,000	1,080,000	1,800,000	1,800,000
10"	145.0	870,000	1,740,000	2,900,000	2,900,000
12"	215.0	1,290,000	2,580,000	4,300,000	4,300,000

[*] Application of monthly Individually-Metered Single Family Residential sewer variable charge capped at a maximum of 12,000 gallons.

[**] Irrigation service for a Master-Metered Residential account will be billed as a Commercial account.

2.15 Miscellaneous Service Charges. The District may impose a service charge for the following miscellaneous services or actions in accordance with the terms set forth herein. If the Customer receives multiple services from the District (e.g. water and wastewater service), only a single charge is appropriate unless circumstances beyond the control of the District require multiple actions.

2.15.1 Types of Miscellaneous Charges - The following is a nonexclusive list of miscellaneous charges the District may impose in connection with certain actions or services received:

Initial Connection Fee – This charge would be levied for service initiation at a location where service did not exist previously and establishing the Customer’s account. The District will not impose both a Developer or Customer Application Fee as detailed elsewhere herein this Manual and an Initial Connection Fee.

Normal Connection Fee – This charge would be levied for transfer of service to a new customer account at a previously served location or reconnection of service subsequent to a customer requested disconnection.

Violation Connection Fee – This charge would be levied prior to the reconnection of an existing customer after disconnection for service for cause as prescribed herein, including a delinquency in bill payment.

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Premises Visit Fee (In Lieu of Disconnection) – This charge would be levied when a service representative visits the premises for the purpose of discontinuing service for non-payment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Customer "Developer" Connection (Tap-In) Fee – This charge would be levied if the District is required to install the service line infrastructure required to provide service to the Customer's premises if the service line infrastructure was not previously installed to service the requested premises. For the rates and schedule of Connection Fees imposed for a particular class of property, please see the separate section of this Manual discussing "Connection Fees."

Inspection Fee – This charge would be levied when a designated representative of the District is required to return to a Customer's premises after an initial inspection of the Customer's water, wastewater, and/or irrigation water connection to the District's system was deemed insufficient.

Meter Installation Fee – This charge would be levied when the District installs the water meter or irrigation water meter for the initiation of service at the premises requested by the Customer. This fee is levied for each meter installation and does not include the cost for any service line installation requirements.

Plan Review Fee – The District may be requested at times to provide service to an address, or tract of land not currently served by the District. As such, the District may require the interested party to submit plans for review by the District or Designated Representative of the District for compliance with the District's standard engineering design details and utility specifications, if applicable. The District may charge the interested party a fee in an amount not to exceed the actual costs of such services incurred by the District.

Line Extension Estimate Fee – The District may be requested at times to provide service to an address, or tract of land not currently served by the District and as such be requested to provide an estimate of such cost to the interested party. This fee may be levied if the District or designated District Representative is requested to provide such estimate on behalf of the District. This fee may be credited or refunded to the interested party upon construction of the line extension.

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Damaged/Blocked Line Inspection (Not District fault) Fee – At times during the course of normal system operation, the District may be requested by a Customer to inspect a water, wastewater, or irrigation system line for damage and/or blockage. The District may levy this fee if after such inspection it is determined that the damage and/or blockage was due to action by the Customer or if the damage and/or blockage is located on the Customer's side of the point of connection to the utility system.

Performed Emergency Turn-On/Turn-Off Fee – This fee may be levied if the District performs a turn-on or turn-off of water, wastewater, and or irrigation water service at the request of a Customer.

Transfer Capacity Reservation Fee – The District may be requested transfer the capacity and associated connection fee form one designated entity to another (e.g., the transfer of a building lot from one home builder to another by a developer). This fee may be levied by the District to recover the administrative costs generated through such requests.

Replacement of Wastewater System Clean-out at Point of Connection – At times the clean-out within the wastewater service lateral may become damaged. In an effort to minimize or reduce the effect of inflow into the wastewater system the District may inspect the condition of the clean-outs located within the District's system. If the clean-out requires replacement due to damage beyond repair, this fee may be levied.

Replace Missing or Damaged Equipment – At times the District may be required to replace damaged or missing equipment such as, but not limited to padlocks, devices used for locking meter service, meters, and meter boxes. The District may levy this fee to recover the costs associated with replacing such equipment.

Illegal Connection Removal Fee – If the District determines that an illegal use of service occurs within the District, the District has the right and obligation to discontinue such action and remove associated equipment (such as bypasses).

Re-Read Meter Fee – This fee may be levied if the District's designated representative cannot access the water and/or irrigation water meter to perform a routine reading of the meter for any reason deemed induced by the Customer. It is the Customer's responsibility to ensure that the District has adequate access to the location of the meter as described herein.

Dishonored Check Fee – This fee may be levied for the return of a check presented to the District for payment of any fee, bill, charge, etc. by the financial institution(s) upon which such funds presented for payment are drawn.

2.15.2 Miscellaneous Service Charge Schedule - The following is a Rate Schedule of the

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amount of fees charges associated with a particular miscellaneous service charge as set forth immediately hereinabove:

Description of Charge	Current Amount	Last Updated
Initial Connection Fee	\$ 15	5/31/02
Normal Connection Fee	\$ 15	5/31/02
Violation Connection Fee	\$ 15	5/31/02
Premises Visit Fee	\$ 10	5/31/02
Developer Connection Fee(s)	See Separate Section detailing same	5/31/02
Inspection Fee	\$ 25	5/31/02
Meter Installation Fee	\$100	5/31/02
Plan Review Fee	Actual Cost	5/31/02
Line Extension Estimate Fee	\$ 125	5/31/02
Damaged/Blocked Line Inspection	\$ 30	5/31/02
Emergency Turn-On/Turn-Off Fee (business hours)	\$ 30	5/31/02
Emergency Turn-On/Turn-Off Fee (after hours)	\$ 45	5/31/02
Transfer Capacity Reservation Fee	\$ 45	5/31/02
Wastewater System Clean-out	\$ 250	5/31/02
Missing or Damaged Equipment Fees		
Padlock	\$ 20	5/31/02
Locking Device	\$ 20	5/31/02
Meter, any other than hydrant	Meter Installation fee plus estim. usage	5/31/02
Meter Box	\$ 75	5/31/02
Hydrant Meter	\$500 plus estim. usage	5/31/02
Illegal Connection Removal Fee	\$100 plus estim. usage	5/31/02
Re-Read Meter Fee	\$ 10	5/31/02
Dishonored Check Fees		
Checks, up to \$50.00	\$ 25	5/31/02
\$ 50.01 to \$300.00	\$ 30	5/31/02
\$ 300.01 to \$ 800.00	\$ 40	5/31/02
\$ 800.01 and over	5% of face value of check	5/31/02

CUSTOMER UTILITY SERVICE APPLICATION FORM

This Section for District Personnel Use Only	
Application Date: _____	Time: _____ a.m./p.m.
Water Svc. _____	Application Fee: \$25.00
Wastewater Svc. _____	Deposit: _____
Irrigation Water Svc. _____	Total Paid: _____
	Method: _____
District Account #: _____	Card/Check #: _____
Name of Person Taking Application: _____	

Service Address: _____

Applicant Info: (If a Business, please provide info for authorized representative)

Name of Applicant: _____
Spouse, Children Names?: _____
Name of Authorized Rep: _____

Billing Address: _____

Telephone #'s: _____ wk _____ hm _____ cell
Driver's License Number (or): _____
Social Security Number (or): _____
Other I.D. (If above not avail.) _____

Name of Employer: _____
Employer Address: _____
Employer Telephone #: _____

Previous Home Address: _____

How long at previous address? _____ yrs. _____ mos.

If there is anyone other than yourself who is authorized to be contacted and/or make decisions concerning utility service? If so, below please list this person(s): name, their relationship (relative, employee, etc.) to you, and their contact numbers.

Name: _____
Relationship: _____
Contact #: _____ wk _____ hm _____ cell

In the event of an emergency, planned service interruption or discontinuance of service for

nonpayment, is there anyone you wish to be contacted should the District not be able to contact you for any reason? If so, below please list the emergency contact's name, their relationship to you and their contact numbers:

Name: _____
Relationship: _____
Contact #s: _____ wk _____ hm _____ cell

If the service address is a rental property, below please provide the name of the owner, the owner's address and contact number

Owner Name: _____
Owner Address: _____

Contact #s: _____ wk _____ hm _____ cell

NOTE: The Customer or authorized representative of a Customer must be present when service is turned on. This requirement is to help prevent possible water damage from faucets, etc. accidentally left in the open position. If District personnel are unable to turn the water on because of water registering at the meter and you or your authorized representative were not present at the initiation of service, additional charges may be applied to your account for rescheduling at another time. Additionally, when service is turned on, please have the District's personnel point out the location of the Shut-Off Valve and remember the location of same for your future use. Below, please indicate the best time to establish service when someone will be present at the service address which time the District will endeavor but not guarantee to accommodate: _____.

PROSPECTIVE CUSTOMERS ARE ADVISED THAT IN ADDITION TO A MONTHLY USAGE FEE FOR WATER, WASTEWATER AND/OR IRRIGATION WATER SERVICE, THERE MAY BE ADDITIONAL FEES CHARGED TO ESTABLISH A UTILITY CONNECTION TO THE SERVICE ADDRESS, TO INSTALL A METER BOX AT THE SERVICE ADDRESS, AND OTHER CHARGES AND FEES IMPOSED IN CONNECTION WITH OTHER MISCELLANEOUS SERVICES PROVIDED BY THE DISTRICT WHICH SHALL BE BILLED AND PAID IN ACCORDANCE WITH THE 'WATER UTILITIES POLICY MANUAL' ADOPTED BY THE DISTRICT'S BOARD OF SUPERVISORS. A COPY OF THIS MANUAL SHOULD BE PROVIDED UPON PAYMENT OF THE APPLICATION FEE AND SHOULD BE READ AND UNDERSTOOD FULLY BEFORE ENGAGING THE DISTRICT'S UTILITY SERVICES.

APPLICANT'S SIGNATURE: _____

CO-APPLICANT'S SIGNATURE: _____

If married, spouse must sign as a co-applicant

DEVELOPER UTILITY CONNECTION APPLICATION FORM

This Section for District Personnel Use Only

Application Date: _____ Time: _____ a.m./p.m.

Application Fee: \$50.00 Connection Fee: \$ _____ **Total Due: \$ _____**

Application Fee Paid: _____ Connection Fee Paid: _____

Date Paid: _____ Date Paid: _____

Method: _____ Method: _____

Card/Check #: _____ Card/Check #: _____

District Account # Given: _____

Anticipated Service Turn-On Date: _____

Name of Person Taking Application: _____

Name of Person Receiving Payment: _____

Service Address: _____
Legal _____
Description _____
if no address _____

Applicant Info: (If a Business, please provide info for authorized representative)

Name of Applicant: _____

Name of Authorized Rep: _____

Billing Address: _____

Telephone #'s: _____ wk _____ hm _____ cell

Service Address Info:

Approximate Occupancy Date(s): _____

Type of Structure: _____

Type of Use: Single-Family?: _____ Multi-Family?: _____
 Commercial?: _____ Other?: _____

Number of Buildings?: _____ Sq. Ft. per build./unit: _____

Number of Units?: _____ Water Meter Size: _____

Applicable ERC's for Service: _____

Please refer to the District's Water Utilities Policy Manual for assistance with ERC Computation.

If you are applying on behalf of the owner or leaseholder of the service address, below please indicate the name, addresses and contact numbers for the owner and leaseholders and attach sufficient documentation to this application evidencing your right to apply to connect service to the service address including a copy of the lease if applicable:

Owner Name: _____
Owner Address: _____

Contact #s: _____ wk _____ hm _____ cell

Lessee Name: _____
Lessee Address: _____

Contact #s: _____ wk _____ hm _____ cell

PROSPECTIVE DEVELOPERS ARE ADVISED THAT ALL SERVICE CONNECTIONS SHALL BE INSPECTED AND APPROVED BY BOTH THE OSCEOLA COUNTY BUILDING DEPARTMENT AND THE DISTRICT AND THAT AT LEAST 48 HOURS NOTICE OF DESIRED INSPECTION TIME MUST BE GIVEN TO THE DISTRICT IN ORDER TO ACCOMMODATE SAME. FURTHER, IN ADDITION TO A CONNECTION FEE TO ESTABLISH A UTILITY CONNECTION TO A SERVICE ADDRESS, THERE MAY BE ADDITIONAL FEES CHARGED TO INSPECT A CONNECTION, FOR REVIEW OF PLANS, TO INSTALL A METER BOX AND OTHER CHARGES AND FEES IMPOSED IN CONNECTION WITH OTHER MISCELLANEOUS SERVICES PROVIDED BY THE DISTRICT WHICH SHALL BE BILLED AND PAID IN ACCORDANCE WITH THE 'WATER UTILITIES POLICY MANUAL' ADOPTED BY THE DISTRICT'S BOARD OF SUPERVISORS. A COPY OF THIS MANUAL SHOULD BE PROVIDED UPON PAYMENT OF THE APPLICATION FEE AND SHOULD BE READ AND UNDERSTOOD FULLY BEFORE ENGAGING THE DISTRICT'S UTILITY SERVICES.

APPLICANT'S SIGNATURE: _____

CO-APPLICANT'S SIGNATURE: _____

If married and are a developer/personal occupant, spouse must sign as a co-applicant.

TABLE A-2
Harmony Community Development District

ESTIMATED ERC FACTORS FOR NON-RESIDENTIAL SERVICE

TYPES OF ESTABLISHMENT

COMMERCIAL:	<u>ERCs</u>
1. Airports, bus terminals, train stations, port & dock facilities, bathroom waste only	
a. Per passenger	0.014
b. Add per employee per 8 hour shift	0.054
2. Barber & beauty shops per service chair	0.268
3. Bowling alley bathroom waste only per lane	0.179
4. Country Club	
a. Per resident	0.358
b. Add per member or patron	0.089
c. Add per employee per 8 hour shift	0.054
5. Doctor and Dentist offices	
a. Per practitioner	0.893
b. Add per employee per 8 hour shift	0.054
6. Factories, exclusive of industrial wastes, gallons per employee per 8 hour shift	
a. No showers provided	0.054
b. Showers provided	0.089
7. Flea Market open 3 or less days per week	
a. Per non-food service vendor space	0.054
b. Add per food service establishment using single service articles only per 100 square feet of floor space	0.179
c. Per limited food service establishment	0.089
d. For flea markets open more than 3 days per week, estimated flows shall be doubled	
8. Food Operations	
a. Restaurant operating 16 hours or less per day per seat	0.143
b. Restaurant operating more than 16 hours per day per seat	0.214
c. Restaurant using single service articles only and operating 16 hours or less per day per seat	0.071
Re d. Restaurant using single service articles only and operating more than 16 hours per day per seat	0.125
e. Bar and cocktail lounge per seat	0.071
add per pool table or video game	0.054
f. Drive-in restaurant per car space	0.179
g. Carry out only, including caterers	
1. Per 100 square feet of floor space	0.179
2. Add per employee per 8 hour shift	0.054
h. Institutions per meal	0.018

i. Food Outlets excluding delis, bakery, or meat department per 100 square feet of floor space	
1. Add for deli per 100 square feet of deli floor space	0.143
2. Add for bakery per 100 square feet of bakery floor space	0.143
3. Add for meat department per 100 square feet of meat department floor space	0.268
4. Add per water closet	0.714
9. Hotels & motels	
a. Regular per room	0.357
b. Resort hotels, camps, cottages per room	0.714
c. Add for establishments with self service laundry facilities per machine	2.679
10. Mobile Home Park	
a. Per single wide mobile home space, less than 4 single wide spaces connected to a shared onsite system	0.893
b. Per single wide mobile home space, 4 or more single wide spaces are connected to a shared onsite system	0.804
c. Per double wide mobile home space, less than 4 connected to shared onsite system	1.071
d. Per double wide mobile home space, 4 or more connected to shared onsite system	0.982
11. Office Building, per employee per 8 hour shift or per 100 square feet of floor space, whichever is greater	0.054
12. Transient Recreational Vehicle Park	
a. Rec. vehicle space for overnight stay, without water/sewer hookup per vehicle space	0.179
b. Rec. vehicle space for overnight stay, with water/sewer hookup per vehicle space	0.268
13. Service Stations per water closet	
a. Open 16 hours per day or less	0.893
b. Open more than 16 hours per day	1.161
14. Shopping Centers without food or laundry per square foot of floor space	0.001
15. Stadiums, race tracks, ball parks per seat	0.014
16. Stores, per bathroom	0.357
17. Swimming and bathing facilities, public per person	0.036
18. Theatres and Auditoriums, per seat	0.014
19. Veterinary Clinic	
a. Per practitioner	0.893
b. Add per employee per 8 hour shift	0.054
c. Add per kennel, stall or cage	0.071
20. Warehouse	
a. Add per employee per 8 hour shift	0.054
b. Add per loading bay	0.357
c. Self-storage, per unit (up to 200 units)	0.004
INSTITUTIONAL:	
21. Churches per seat which includes kitchen wastewater flows unless meals prepared on a routine basis	0.011
a. If meals served on a regular basis, add per meal prepared	0.018

22.	Hospitals per bed which does not include kitchen wastewater flows	0.714
	a.Add per meal prepared	0.018
23.	Nursing, rest homes, adult congregate living facilities per bed which does not include kitchen wastewater flows	0.357
	a.Add per meal prepared	0.018
24.	Parks, public picnic	
	a. With toilets only per person	0.014
	b. With bathhouse, showers & toilet per person	0.036
25.	Public institutions other than schools and hospitals per person which does not include kitchen wastewater flows	0.357
	a. Add per meal prepared	0.018
26.	Schools per student	
	a. Day-type	0.036
	b. Add for showers	0.014
	c. Add for cafeteria	0.014
	d. Add for day school workers	0.054
	e. Boarding-type	0.268
27.	Work/construction camps, semi-permanent per worker	0.179

ESTIMATED ERC FACTORS FOR NON-RESIDENTIAL SERVICE

FOOTNOTES TO TABLE: Systems serving high volume establishments, such as restaurants, convenience stores, and service stations located near interstate type highways and similar high traffic areas require special sizing consideration due to expected above average sewage volume. Minimum estimated flows for these facilities shall be 3.0 times the volumes determined from the Table I figures. Convenience store estimated sewage flows shall be determined by adding flows for food outlets and service stations as appropriate to the products and services offered. Estimated flows for residential systems assume a maximum occupancy of two persons per bedroom. Where residential care facilities will house more than two persons in any bedroom, estimated flows shall be increased by 50 gallons per each additional occupant.