

WELLNESS RIDGE COMMUNITY
DEVELOPMENT DISTRICT

POLICY MANUAL

FOR

IRRIGATION
UTILITY

Adopted _____

Wellness Ridge Community Development District
IRRIGATION UTILITY POLICY MANUAL

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2.1 Purpose. The purpose of this Irrigation Utility Policy Manual (“Manual”) is to establish the specific policies and procedures of the Wellness Ridge Community Development District (“District”) for the ownership, construction, operation and maintenance of irrigation quality 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 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 irrigation quality water service which are set based on a Customer’s meter size and shall also serve as the minimum bill for service.

“Cross Connection” means a connection or a potential connection between any part of the irrigation water system and any other environment containing other substances in a

manner that, under any circumstance, would allow such substance to enter the irrigation 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 irrigation quality water service, and whose application has been accepted by the District and who is liable to pay all fees and charges for such service as provided herein.

“Customer Billing Charge” means a fixed monthly charge applied to each Customer account receiving any utility service from the District to recover administrative billing costs of the District.

“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 irrigation quality water service, 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 irrigation quality water service or of connecting to District irrigation systems and facilities, as provided herein.

“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 irrigation quality water systems, facilities and services of the District, whose application has been accepted by the District.

“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 irrigation quality water systems facilities and/or service to a Developer as provided herein.

“District” means the Wellness Ridge Community Development District, Lake County, Florida.

“Dwelling Unit” 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 quality 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.

“Irrigation quality water” means any water provided by the District and delivered to a Customer through the irrigation quality water system which shall be deemed sufficient for non-potable uses.

“Main” means a pipe, conduit, or facility used for conveying irrigation quality 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 irrigation quality water service shall be at the discharge side of the water meter.

“Property of the District” means all portions of the irrigation quality water utility infrastructure system utilized to provide irrigation quality water service to a Customer up to and including the metered connection. 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 or charges, including Connection Fees, Customer Usage Fees, Metering Fees and Miscellaneous Service Charges associated with the District’s provision of irrigation quality water systems, facilities and services.

“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 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 irrigation quality water utility systems which are the Property of the District utilized to provide irrigation quality 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 irrigation quality water service provided by the District and received by the Customer consisting of a Customer Billing Charge, 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 irrigation quality 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 irrigation quality water service by submitting a fully executed ‘Customer Service Application’ (a copy of which is contained in the Appendix to this 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 check (only made payable to the District) or credit card. 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 irrigation quality 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 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 - 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 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.

2.5.4 Customer Usage Fees - There shall be a monthly charge imposed for irrigation quality water service composed of a Base Facility charge 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 set out hereafter in this Manual.

2.5.5 Billing - The District's fees and charges to the Customer for irrigation quality 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 (25th) day of the month following the month in which services were rendered. The District shall generally bill by mail 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 does not reduce the obligation and liability of a Customer to pay for irrigation quality water service actually received.

2.5.6 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 or check 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.

2.5.7 Collections and Discontinuance of Service - All fees and charges for irrigation quality 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 irrigation quality water service to the Customer's premises shall constitute the initiation or continuation or resumption of irrigation quality water service to the Customer's premises regardless of occupancy. In response to discontinuation of service, the District may require a deposit in order to secure payment of current bills provided.

2.5.8 Water Use Restrictions - The St. Johns River Water Management District ("SJRWMD") has issued the following consumptive use permit ("Permit") that regulates irrigation water consumption within the Wellness Ridge Community Development District ("CDD"):

A. Consumptive Use Permit No. 5965-10, issued on March 14, 2025 for the Wellness Ridge CDD

The above Permit contain Water Conservation Requirements with which all users of the CDD's systems and facilities ("Customers") must comply. These Water Conservation Requirements/Restrictions, as they may be amended from time to time by the SJRWMD, are incorporated into these Policies and Procedures and are summarized below:

Wellness Way - Core Landscape and Irrigation Principals:

- All homes and common areas will be designed to no more than 30-inches of supplemental irrigation per year.
- Each homeowner will receive a recommended irrigation schedule, monthly water allocation, and educational materials on their landscape and irrigation system.
- Prohibition of private wells by deed restrictions.
- Sprinkler irrigation shall not irrigate more than 60% of the landscaped area.
- Each home will be equipped with an irrigation water meter and monitored monthly for compliance with their water allocation. The "meter reader" will be a company in the business of reading water meters, keeping track of every meter's usage, and consulting with the homeowner when they exceed their allocation.
- All common area irrigation will be monitored by a company specializing in irrigation water management and be certified by the Irrigation Association as a Certified Landscape Water Manager.
- All common areas not irrigated will incorporate natural areas where possible. I.e., not just Bahia grass

- This plan will remain in effect for the duration of the water use permit or until reclaimed water is made available to the community.
- The community will conduct regular audits of the system and provide continuing education to the residents. Resources include:
 - a. Monthly newsletter to residents on recommended runtimes and rainfall recorded.
 - b. Sending homeowners pamphlets on irrigation conservation from SJRWMD at <https://www.sjrwmd.com/water-conservation/materials/>
 - c. Providing the Wellness Ridge HOA with resources at <https://www.sjrwmd.com/hoa-resources/>

Wellness Way Water Conservation Plan -Irrigation Design and Install Requirements:

Landscape

- All landscaped areas shall reflect consistency with Florida Friendly Landscape standards specified by Clermont Code of Ordinances, Article 8, Division 3, Section 18-279, as well as Florida Statute (F.S.) 373.185.
- Installation of irrigation facilities shall be in accordance with the standards of the Florida Irrigation Society (F.S. 373.228), as specified by City of Clermont Code of Ordinances, Article VIII, Division 2 (Irrigation), and successor regulations.
- A minimum of 90% of plants shall be compatible with site-specific conditions such as sunlight, soil types, and salinity.
- No invasive exotic plant species shall be in the landscaped area.
- Root balls shall be at least 2.5 feet on center from the structure's foundation.

Irrigation

- Where irrigation is used for landscape beds, micro-irrigation is installed.
- Irrigation zones for turfgrass and landscaped beds shall be separate.
- Irrigated areas less than 4 feet wide shall be irrigated with micro-irrigation or zone-appropriate spray heads.
- All irrigation is limited to the hours and days specified by the City of Clermont and the SJRWMD. Homeowners will be provided with a recommended irrigation schedule, monthly water allocation, and educational materials on their landscape and irrigation system.
- An annual water use audit will be conducted to determine the efficiency of the system and compliance with the permitted supplemental irrigation allocation.
- Sprinklers and emitters shall be located at least 2 feet from structures.
- The irrigation system shall be free from observable leaks.
- Sprinklers shall be 6-inch pop-ups for spray heads and 4-inch for rotor heads.
- Application shall occur in proper spray patterns, minimizing overspray on impervious surfaces.
- Precipitation rates for all rotor sprinklers within a zone shall be matched.

- Head spacing shall not exceed 50% of the nozzle throw diameter.
- A device with rain shut-off capabilities shall be installed in an operable location and function.
- Rain sensor devices and automatic switches having the capability to override the operation of the irrigation systems when adequate rainfall has occurred shall be installed throughout the existing project area, at each residence and will be incorporated into all new designs.
- The system of sprinklers in the irrigation systems are computer controlled. A rain sensor connected to a computer ceases irrigation during rain. Unless a manual override is turned on no irrigation takes place. The rain sensor works zone by zone.
- Irrigation systems are monitored on an ongoing basis. If signs or observations of existing or potential issues such as line breaks are noted these are corrected immediately and pressure testing of irrigation lines is and will be conducted, as necessary per paragraph 40C-2.381(2)(a), F.A.C.

In the event that the CDD determines that a Customer is violating the Water Conservation Requirements, the CDD shall provide the Customer a written or posted notice of such violation, requiring the Customer to come into compliance within five (5) days ("First Warning"). If the Customer does not come into compliance as required in the First Warning, the CDD shall impose a compliance charge of \$50.00 on the Customer's monthly invoice and shall provide Customer a second written or posted notice of continued non-compliance requiring the Customer to come into compliance within five (5) days ("Second Warning"). If the Customer does not come into compliance as required in the Second Warning, the CDD may discontinue or shut off service to the Customer's property, so long as written or posted notice is provided to the Customer at least five (5) days prior to the date of discontinuance. The CDD shall not reestablish or reconnect water service until such time as the Customer comes into compliance with the Water Conservation Requirements and the Customer pays an additional Compliance and Reconnection charge of \$90.00 to the CDD. Neither the CDD, SJRWMD, HOA, nor the developer of the Wellness Ridge community shall be liable to any Customer for any damage to lawns, shrubs, plantings and other landscape due to issues relating to irrigation.

2.5.9 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. At the next regularly scheduled meeting, occurring at least ten (10) days after a dispute has been received by the Board, the District Board of Supervisors 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 stood, 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.

2.5.10 Consumer Conservation and Education Practices - On occasion, the District will provide special mailings, memos or emails to provide water conservation tips and information to customers.

Once a year the District will publish and distribute water conservation tips through District newsletters, website, or public bulletin boards and will conduct conservation awareness and education activities.

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 irrigation quality 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 irrigation quality 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. Applications or related inquiries may be submitted by the property owner, leaseholder, or an authorized representative, provided that sufficient written authorization is included. All application inquiries must be submitted either in person or by mail to the individual(s) and address listed 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 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. At the next regularly scheduled meeting occurring at least ten (10) days after a dispute has been received by the Board, the District Board of Supervisors, shall take up the dispute and shall, in consultation with counsel, decide if the 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 “irrigation quality 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 irrigation quality 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 ensure the construction of such facilities is 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 an irrigation quality 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 in an existing meter box at the Point of Connection.

In those cases where the District perceives the opportunity for entry into the irrigation quality water system of potentially contaminated water, the District may require back-flow preventors of a certain 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 be necessary for the District to install irrigation quality water service 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 and the Meter Installation Fee, there shall be a variety of service charges imposed for various services provided by the District as provided herein.

Finally, in addition to the irrigation quality water service provided to a Customer, the term “service” shall be construed to mean 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 use reasonable diligence to provide continuous irrigation quality water service but shall not be liable to the Customer for failure or interruption of continuous irrigation quality 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, system upsets, loss of electricity, 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, the District shall use reasonable diligence to provide all affected Customers not less than 24 hours written notice, except in cases of emergencies.

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

In no case shall a Developer or Customer extend his or her lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish irrigation quality water service to the adjacent property through one meter even though such adjacent property may be owned by such Developer or Customer, except with the written consent of the District. In such a case of unauthorized extension, remetering, sale, or disposition of service, the Customer’s irrigation quality 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 irrigation quality 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.

Connections to the District’s irrigation quality water system. for any purpose whatsoever, are to be made only by employees of the District. Any unauthorized connections to the Customer’s irrigation quality water 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

irrigation quality water service and the District reserves the right to immediately discontinue or withhold irrigation quality 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 irrigation quality 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 irrigation quality 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 irrigation water supply 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 irrigation 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 irrigation 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 irrigation 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 representative in charge of the irrigation quality 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, 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 an irrigation 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 an irrigation water system and any other environment containing other substances in a manner that, under any circumstances would allow such substances to enter the irrigation 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 an irrigation water system and a non-potable water system with an approved backflow-prevention assembly properly 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 or irrigation water system.

“Hazard-health” means a cross connection or potential cross connection involving any substance that could, if introduced in the potable or irrigation 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 or irrigation 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 or irrigation water supply.

“Hazard-system” means an actual or potential threat of severe damage to the physical properties of the public potable or irrigation 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 alkalies; 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 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 or irrigation 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. 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 System” means the irrigation quality 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 in 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, if it is found that a backflow-prevention assembly has been 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 code relating to plumbing and water supplies and the regulations adopted pursuant thereto.

When required by the district, 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:

- 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 the public water system shall be protected by an approved double check valve assembly, if introduced into the public water system.
- 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 principal backflow prevention assembly at the service connection.
- viii. In the case of any premises where it is impossible or impractical to make a complete in-plant cross-connection survey because of security requirements or other prohibitions or restrictions, 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 completely met the laboratory and field performance specifications of the 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 every two years. 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 irrigation quality 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 and 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 quality water service shall be so arranged to ensure that all water and/or irrigation quality 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 quality water to by-pass the meter or metering equipment.

All meters used for measuring quantity of water, and/or irrigation quality 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 quality water service to a Customer, every water and/or irrigation quality water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within the 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 irrigation quality 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 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 irrigation quality 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 District, all rights, easements, permits, and privileges which are necessary for the rendering of water, wastewater, and/or irrigation quality 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 Customer Usage Fees. Customers shall pay a monthly Usage Fee for the irrigation quality water services provided by the District, consisting of a Customer Billing Charge, a Base Facility charge, 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 Meter Installation Fees, Meter Testing Fees, Miscellaneous Service Charges and others.

2.14 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.

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

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 irrigation quality water connection to the District's system was deemed insufficient.

Meter Installation Fee – This charge would be levied when the District installs the irrigation quality water meter for the initiation of service at the premises requested by the Customer or Developer. 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 to provide service to an address, or tract of land not currently served by the District at times. 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.

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 an 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 irrigation quality water service at the request of a Customer.

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 quality 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.

2.14.2 Miscellaneous Service Charge Schedule - The following is a Rate Schedule for the amount of fees charges associated with a particular miscellaneous service charge as set forth immediately hereinabove:

<u>Description of Charge</u>	<u>Amount</u>
Customer Utility Service Application Fee	\$25.00
Developer Utility Service/Connection Application Fee	\$50.00
Emergency Turn-On/Turn-Off Fee (business hours)	\$135.00
Emergency Turn-On/Turn-Off Fee (after hours)	\$295.00
Missing or Damaged Equipment Fees	
Padlock	\$20.00
Locking Device	\$20.00
Meter, any other than hydrant	At Cost
Meter Box – Lid Replacement	\$30.00
Meter Box	\$155.00
Hydrant Meter	\$500.00
Illegal Connection/Water Use Fee	
First Offense	\$980.00
Second Offense	\$2000.00
Re-Read Meter Fee	\$140.00
Meter Accuracy Test Fee	\$380+Cost
Late Payment Fee	\$15.00
Dishonored Check Fees	
Checks, up to \$50.00	\$25.00
\$ 50.01 to \$300.00	\$30.00
\$ 300.01 to \$ 800.00	\$40.00
\$ 800.01 and over	\$50.00

2.14.3 Meter Installation Fee Schedule – The following is the schedule of fees to be charged by the District for the installation of a potable and irrigation quality water meter.

<u>Description of Charge</u>	<u>Amount</u>
Irrigation quality water Meter	
5/8" x 3/4"	\$650.00
1"	\$850.00
Above 1"(1)	Actual Cost (1)

- (1) Actual cost shall include labor and benefits, materials, allowance for vehicle and equipment use and an administrative charge for ten percent (10%) of the total cost of the potable or irrigation meter installation all as determined by the District.

2.15 Excessive Use Credit (EUC). To avoid the time and expense of an administrative hearing regarding a disputed abnormally high utility bill, an Excessive Usage Credit is provided by the District, at the Customer's request, for Customers meeting the following criteria:

(a) The abnormally high usage for any one monthly reading cycle where the actual meter reading is four times (4x) the average monthly usage for the past twelve (12) months for the Customer at the specific service location (or in the event the service location has less than twelve (12) months' usage history, the average District-wide usage for the same customer classification); and

(b) The total usage during the monthly reading cycle on the Customer's billing in question exceeds fifty thousand (15,000) gallons; and

(c) The abnormally high usage is not the result of an apparent or deliberate act of the Customer such as pool filling, new landscape irrigation, frequent use of sprinklers, or hoses left running; and

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

(e) The billing in question has occurred within the past six (6) months.

The EUC will be applied to all water commodity charges over the Customer's average usage. The Customer is responsible for paying the full cost of his average usage plus the lowest tiered rate for any additional gallons above his average use. The lowest tiered rate represents the minimum cost of treating Irrigation Water. In the event a Customer has a subsequent high bill within the same three (3) year period, at the District Manager's discretion, the initial EUC may be reversed and substituted with the subsequent EUC.

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CUSTOMER SERVICE APPLICATION FORM

THIS SECTION IS FOR DISTRICT PERSONNEL USE ONLY

Application Date _____ Time _____ AM/PM
Application Fee Paid: \$ _____ Meter Install Fees Paid: \$ _____ Meter Size: _____
Date Paid: _____ Date Paid: _____
Check #: _____ Check #: _____

TOTAL AMOUNT DUE: \$ _____

District Account # Given: _____

Anticipated Service Turn On Date: _____

Name of Person Taking Application: _____

Name of Person Receiving Payment: _____

Service Address: _____

Lot # or Legal Description (If No Address): _____

Applicant Info: (If a Business Please Provide Information for Authorized Representatives)

Name of Applicant: _____

Name of Authorized Representative: _____

Billing Address: _____ City/State: _____ Zip: _____

Telephone Numbers: Work: _____ Home: _____ Cell: _____

Drivers License Number (or) _____

Social Security Number (or) _____

Other I.D. (If above not available) _____

Name of Employer: _____

Employer Address: _____ City/State: _____ Zip: _____

Employer Telephone: _____

Previous Home Address: _____ City/State: _____ Zip: _____

How Long at Previous Address? _____ Yrs. _____ Months

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

Name: _____

Relationship: _____

Contact #s: _____ 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, please list the emergency contact's name, their relationship to you and their contact numbers:

Name: _____

Relationship: _____

Contact #s: _____ Wk _____ Hm _____ Cell _____

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If the service address is a rental property, below please provide the name of the owner, the owners 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 IRRIGATION QUALITY 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 'POLICY MANUAL FOR IRRIGATION UTILITY' 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 Co- Applicant

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IRRIGATION UTILITY POLICY MANUAL

DEVELOPER CONNECTION APPLICATION FORM

THIS SECTION IS FOR DISTRICT PERSONNEL USE ONLY

Application Date _____ Time _____ AM/PM
Application Fee Paid: \$ _____ Meter Install Fees Paid: \$ _____ Meter Size: _____
Date Paid: _____ Date Paid: _____
Check #: _____ Check #: _____

TOTAL AMOUNT DUE: \$ _____

District Account # Given: _____
Anticipated Service Turn On Date: _____

Name of Person Taking Application: _____
Name of Person Receiving Payment: _____

Service Address: _____
Lot # or Legal Description (If No Address): _____

Applicant Info: (If a Business Please Provide Information for Authorized Representatives)

Name of Applicant: _____
Name of Authorized Representative: _____
Billing Address: _____ City/State: _____ Zip: _____
Telephone Numbers: Work: _____ Home: _____ Cell: _____

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: _____ Potable Meter Size: _____
Lot Acreage: _____ Irrigation Meter Size: _____

Applicable ERCs 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: _____

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IRRIGATION UTILITY POLICY MANUAL

Contact #s: _____ wk _____ hm _____ cell _____

PROSPECTIVE DEVELOPERS ARE ADVISED THAT ALL SERVICE CONNECTIONS SHALL BE INSPECTED AND APPROVED BY BOTH THE LAKE 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 'POLICY MANUAL FOR IRRIGATION UTILITY' 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: _____

INSERT TABLE A-1

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Wellness Ridge Community Development District
Fiscal Year 2026
Proposed Irrigation Rate Schedule (7)

User Rates, Fees & Charges		FY 2026 Proposed Irrigation
Monthly Base Charge (1)		
SFD 60	\$	9.74
SFD 50	\$	9.74
SFD 41 FL	\$	9.74
SFD 40 RL	\$	9.74
SFD 32 RL	\$	9.74
TH 25 RL	\$	2.44
TH 22	\$	2.44
Common Areas	\$	9.74
Usage Charge Per 1,000 Gallons (Per Customer Dwelling Unit/Lot Size):		
Block 1	\$	2.56
Block 2	\$	6.40
Usage Block Allowances by Customer Type/Lot Size (gallons)		
	Customer Type / Lot Size	Block 1 Block 2
Single-Family Residential (SFR) per Dwelling Unit		
SFD 60	0 - 4,300	Above 4,300
SFD 50	0 - 3,300	Above 3,300
SFD 41 FL	0 - 2,700	Above 2,700
SFD 40 RL	0 - 2,600	Above 2,600
SFD 32 RL	0 - 2,400	Above 2,400
Townhomes (TH) per Dwelling Unit (2)		
TH 25 RL	0 - 1,500	Above 1,500
TH 22	0 - 1,500	Above 1,500
Non-Residential		
Common Areas	All Flow	N/A

Miscellaneous Fees and Charges		Fee
Application Fee		
Developer/Builder	\$	50.00
Customer	\$	25.00
Meter Installation Fee		
3/4 inch Irrigation Meter	\$	650.00
1 inch Irrigation Meter	\$	850.00
Above 1 inch Irrigation Meter		Actual Cost (3)
Turn-On/Turn Off Fees		
Normal Business Hours	\$	135.00
After Hours	\$	295.00
Re-read Meter Fee / Leak Detection Fee	\$	140.00
Meter Accuracy Test Fee (4)		\$ 380.00 + Cost
Missing or Damaged Equipment Fees		
Padlock	\$	20.00
Locking Device	\$	20.00
Meter, any other than hydrant		Actual Cost (5)
Meter Box - Lid Replacement	\$	30.00
Meter Box - Full Replacement	\$	155.00
Hydrant Meter		\$ 500.00 + est. use
Late Payment Fee		\$15.00 or 1.5% of outstanding balance, whichever greater
Dishonored (Returned) Check Fees		
Checks up to \$50.00	\$	25.00
\$50.01 to \$300.00	\$	30.00
\$300.01 to \$800.00	\$	40.00
\$800.01 and over		5% of face value of check
Illegal Connection/Meter Tampering (6)		
First Offense		\$ 980.00 + est. usage
Repeat Offense		\$ 2,000.00 + est. usage

Notes:

(1) Billed per customer or dwelling unit.

(2) Master-Metered connection Block Allowance are multiplied by number of dwelling units per master-metered connection.

(3) Actual Cost shall include labor and benefits, materials allowance for vehicle and equipment use, and administrative charges for 10% of the total cost of the irrigation meter installation all as determined by the District.

(4) For initial trip & 1 meter tested. Additional meters tested for fee of \$45.00/meter. In the event the meter is found to be faulty the fee will be refunded.

(5) For 3/4-inch and 1-inch meters based on meter installation fees above. For meters greater than 1-inch based on actual cost shall include labor and benefits, materials allowance for vehicle and equipment use, and administrative charges for 10% of the total cost of the irrigation meter installation all as determined by the District.

(6) Also applies to tampering/disrupting/damaging the service line/whip, curb stop valve, etc.

(7) The District's Rate Tariffs may be automatically adjusted for a cost of living increases without further action of the District based upon the application of the Florida Public Service Commission utility price indices, as and when established from time to time by the Florida Public Service Commission pursuant to Florida Statute section 367.81(4)(a), as amended from time to time.