RESOLUTION NUMBER 18-10-10

A PRELIMINARY RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING THE DISTRICT GENERAL RULES AND REGULATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District has adopted General Rules and Regulations, and last amended the same on September 16, 2009; and

WHEREAS, the District General Rules and Regulations require further amendment to address various subjects, including, assistance to property owners who qualify for low-income assistance, construction of District wastewater facilities, other matters shown in the attached proposed resolutions, and such other issues as may come to the attention of the District;

NOW, THEREFORE, the District Board of Commissioners resolves:

1. **AMENDMENT OF DISTRICT GENERAL RULES AND REGULATIONS.** The District General Rules and Regulations are amended to read as shown on the attached draft.
2. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption by the District.

The foregoing RESOLUTION was offered by Commissioner Brooks, who moved its approval. The motion was seconded by Commissioner Tobin, and being put to a vote the result was as follows:

	AYE	NAY
Chairman Norman Higgins	X	____
Commissioner Charles Brooks	X	____
Commissioner Susan Ford Hammaker	X	____
Commissioner Robby Majeska	X	____
Commissioner Andrew Tobin	X	____

The Chairman thereupon declared Resolution No. 18-09-10 duly passed and adopted the 5th day of October, 2010

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: Norman Higgins

Chairman Norman Higgins

ATTEST:

Carol Walker

Carol Walker, District Clerk

Approved to as to form and legal sufficiency

Thomas M. Dillon

District Counsel, Thomas M. Dillon

SEAL

KEY LARGO WASTEWATER TREATMENT DISTRICT

GENERAL RULES AND REGULATIONS

[DATE]

KEY LARGO WASTEWATER TREATMENT DISTRICT
GENERAL RULES AND REGULATIONS

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Article I. General

Section 1.01 District Description and Organization.

The Key Largo Wastewater Treatment District is an Independent Special District authorized by the Key Largo Wastewater Treatment District Act (Chapter 2002-337, Florida Statutes, as amended.) The principle function of the District is to perform such acts as necessary for the sound planning, acquisition, development, operation, and maintenance of a wastewater management system to serve the island of Key Largo, an unincorporated portion of Monroe County, Florida. The District complies with the operating and reporting requirements of Chapter 189, Florida Statutes as applicable to Special Districts.

The District is not subject to the Florida Administrative Procedure Act (Chapter 120, Florida Statutes) or the Uniform Rules of Procedure (Title 28, Florida Administrative Code.)

Section 1.02 District Service Area.

The District's Service area includes the territory consisting of the island of Key Largo, including all lands east of Tavernier Creek, including Tavernier, Key Largo, and Cross Key, with the exception of Ocean Reef, all in Monroe County, Florida.

Section 1.03 District Board of Wastewater Commissioners.

The District is governed by an elected Board of five Wastewater Commissioners.

The District will exercise, through the Board, all powers enumerated in the Key Largo Wastewater Treatment District Act, including but not limited to the power to adopt rules and regulations relating to the exercise of such powers for the regulation of the use and supply of wastewater systems for the District's service area, and will also exercise such other authority as may exist under general or special law, and all authority implied by or necessary or appropriate to the same.

The Board governs the policymaking and other statutorily prescribed duties and powers of the District pursuant to the Key Largo Wastewater Treatment District Act. The Board may act only adopting a resolution at a publicly noticed meeting.

The Board may, by resolution, delegate the authority to a Commissioner or other person to take any actions reasonably necessary and appropriate to implement a Board resolution. In the absence of such delegation of authority, an individual Commissioner has no authority to take or refrain from taking any action on behalf of the District or to direct any other person to do so.

Notwithstanding the foregoing, an individual Commissioner is authorized to request District Counsel to provide legal services on behalf of the District.

Section 1.04 District General Manager.

The General Manager oversees the day-to-day operation of the District as authorized or directed by the Board.

Section 1.05 District Clerk.

(1) The District Clerk is the person responsible for receiving, recording, filing, and transmitting District documents, recording District business, and acting generally as the initial point of contact for persons seeking to conduct business with the District.

Section 1.06 Office Location.

The main office of the District is located at 98880 Overseas Highway, Key Largo, Florida, 33037. The District's mailing address is PO Box 491, Key Largo, FL 33037. The telephone number is (305) 453-5804.

Section 1.07 Office Hours.

District office hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday, except on Official Holidays.

Section 1.08 Conducting Business with the District.

Unless otherwise specifically provided in these rules, all comments, correspondence, communications, or requests for information should be directed to the Clerk or General Manager at the District Office.

Section 1.09 District Meetings.

All meetings of the Board are public meetings conducted in accordance with section 286.011, Florida Statutes, including the maintenance and recordation of official minutes. Board decisions are made at District Meetings. In addition, a meeting of the Board may include one or more segments as described below:

(1) Workshops are gatherings of members of the Board or its staff as designated by the Board for the purposes of discussion of District business and projects, at which time rule drafting may occur but no official vote may be taken nor rule or regulation adopted. Such workshops will be open to the public, but it will be within the discretion of the Board whether or not to permit public comment.

(2) Public hearings are public gatherings of the Board for the purpose of obtaining information and receiving public comment on activities proposed by the Board, but at which no official action may be taken nor rule or regulation adopted.

(3) Public forums or community meetings are public gatherings of the District's Board and/or designated representatives for the sole purpose of exchanging information and receiving public comment on activities relative to the District, but at which no official action may be taken nor rule or regulation adopted.

Section 1.10 Handicap Access to Meetings.

Whenever the District has scheduled a meeting at which official acts are to be taken and has received, at least forty-eight (48) hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, there will be provided a manner by which such person may attend the meeting or the meeting will be rescheduled to a site accessible to such person. If a physically handicapped person objects in writing to the use of human physical assistance in lieu of the construction or use of ramps or other mechanical devices, such human physical assistance will not be used in lieu of ramps or mechanical devices.

Section 1.11 Rules and Regulations Development and Adoption.

The District operates under rules and regulations which are approved by the Board.

(1) Rules and Regulations Development. The adoption, amendment, or repeal of District rules and regulations (including rates) will occur at public meetings.

(2) Drafting of Rules and Regulations. Any person may propose new or amended rules or regulations for Board consideration and possible adoption. Prior to

placing draft rules or regulations on the Board agenda, District staff will prepare a summary overview of the proposed rule, including preliminary text and other information for Board consideration.

(3) Public Notice. Except in cases where the Board determines that immediate adoption of a rule or regulation is appropriate, the District will publish public notice of the proposed rule or regulation in one or more newspapers that are regularly distributed within the District Service Area. The notice will describe the purpose and effect of the proposed rule or regulation, will include information for the public to obtain a copy, and will set forth the time and place of the public meeting at which the proposed rule or regulation will be considered for adoption. The Board may, in its discretion, require that more than one publication of the proposed rule or regulation be made. The publication will be made not less than seven days prior to the meeting at which the proposed rule or regulation will be considered for adoption.

(4) Public Input. The District will receive and maintain all public input relative to rules and regulations as part of the permanent record. The permanent record will include any written comments from the public and comments of speakers made at public meetings. The Board may, in its discretion, hold more than one public meeting to receive input as to any proposed rule or regulation.

(5) Recordkeeping. The District Clerk will maintain records of rules and regulations.

Section 1.12 Access to Public Records.

All District public records, as that term is defined in Chapter 119, Florida Statutes, may be inspected and copied at the District's main office during office hours, unless otherwise restricted by law.

All forms and instructions used by the District in conducting its business are available without cost at the main office. Copies of other public records held by the District may be made at a charge equal to the cost of reproduction, pursuant to section 119.07(1), Florida Statutes.

If more than ten (10) pages are requested to be copied, the District may require that the copies be made at its convenience within a reasonable time to be picked up by the recipient or forwarded to the recipient. In that event, the Person seeking the public records must pay the cost of such copies and the estimated postage fee in advance.

Section 1.13 Limitation of Access to Records.

It is the policy of the District to permit maximum public participation by each and every Person affected by its activities.

Public records requests may be made orally or in writing. When a Person asks to see public records, the request will be referred to the Clerk, who will coordinate the production of such records and, in conjunction with District Counsel, will assert, on behalf of the District, any applicable privilege. All oral requests and responses will be recorded in written form and a copy of the record of the request and production will be maintained on file. The District may charge the fees allowed by law for production and copying, including without limitation, the special fees allowed for the extensive use of information technology, resources, or labor cost. The District will

charge $1.00 per page for certified copies or a greater charge as may be subsequently allowed by law.

Article II. District Procurement of Goods and Services

The District procures goods and services pursuant to the District Procurement Policy.

Article III. Provision of Wastewater Service in General

Section 3.01 Availability of Wastewater Service.

The existence of a Force Main adjacent to or near the premises of an applicant for Wastewater Service does not necessarily mean that such service is available to that location. Wastewater Service in areas where only Force Mains exist may require the installation of a Wastewater Collection System. The availability of Wastewater Service will be determined by the District. The District will, in its discretion provide gravity collection systems, vacuum collection systems, low pressure collection systems, or force main Points of Service in various areas of the District after consideration of cost, reliability, and other factors, and the recommendations of staff and design professionals.

Section 3.02 Wastewater Connections.

(1) Installations on private property. The District will design and construct wastewater facilities in a manner, and in locations, that the District believes will provide for cost-effective and efficient collection and transmission of wastewater. The Owner of private property is entitled and obligated to provide a lateral connection between any improvements and the Point of Service. Whenever Wastewater Service is required, the Owner must ensure that permitting and construction of laterals, and abandonment of septic tanks, are performed in compliance with applicable law and the District's then-current Minimum Design and Construction Standards and Specifications for Wastewater Systems.

(2) Cross-Connections. Any physical arrangement or connection of pipes, fixture, or other water facility between a system containing water and a system containing Wastewater or any other substance is prohibited. Should such a connection be determined to exist, the District may terminate Service until such time as the connection or arrangement of systems has been reconnected to the District's satisfaction.

(3) Contiguous Properties. No Customer may extend Wastewater lines across a public street, alley, or other public or private highway or property not owned by that Customer.

Section 3.03 Duty to Make Payment.

A Customer that receives Wastewater Service from the District is responsible for all fees and charges incurred in connection with the rendering of service. Failure to pay amounts due the District within the time designated for payment may result in the disconnection of Wastewater Service until all amounts due the District have been paid in full

Section 3.04 District Powers to Collect Amounts Due.

(1) The District is authorized to fix and collect rates, rentals, fees, and charges for the use of any Wastewater System facilities.

(2) The District may provide for reasonable penalties against any User for any charges that are delinquent.

(3) In the event that a delinquency occurs and the delinquent charges are not paid and remain delinquent for 30 days or more, the District may discontinue and shut off services until such delinquent charges, together with interest,

penalties, and fees for shutting off, discontinuing, and restoring such services are fully paid.

(4) The District may recover delinquent charges, together with interest, penalties, and fee for shutting off, discontinuing, and restoring such services, together with reasonable attorneys' fees and other expenses by suit in any court of competent jurisdiction, and by any other lawful method of enforcement.

(5) Any and all power or authority available to the District to enforce the use of its facilities whenever and wherever they are available and enforce, recover or collect any rates, fees or charges imposed by the District are cumulative, supplemental, and alternative. The District is not constrained to select a single approach, nor is it constrained to seek a single remedy in enforcing any power or authority available to it.

(6) The District will use reasonable diligence to provide continuous service, but will not be liable to the customer for any damages or loss caused by system failure or interruption of service.

(7) The District reserves the right to transfer debts owed by an Owner/Customer for Service provided to a given Premises to any other Active Account of the Customer for service, and to take appropriate measures for securing payment of such debt.

Section 3.05 Duty to Protect District Property.

(1) The Customer is under a duty to exercise due care to protect any District Wastewater facilities that are located on the Customer's property.

(2) The Customer may not allow anyone access to such facilities, except the District's agents or Persons otherwise authorized by law, each of whom will first display to the Customer identification and evidence of authorization for entry.

(3) When the District's facilities are damaged by contractors, governmental agencies, or others, the District will repair such damage and charge the total cost thereof to the Persons causing the damage.

(4) In the event of any loss or damage to the District's property or any Wastewater Facilities arising from the negligence or intentional misuse by the Customer, its agents, invitees, or assignees, the total cost of replacing such loss or repairing such damage will be charged to the Owner at cost.

Section 3.06 Tampering.

(1) Tampering with water meters or the District's Wastewater System components or facilities, including but not limited to, collection mains, manholes, Force Mains, pump stations, vacuum valve chambers, vacuum valves, fixtures, appurtenances, security devices, signs, or enclosures is prohibited by section 812.14, Florida Statutes.

(2) Section 812.14, Florida Statutes, provides for civil remedies against Tampering. Any Person found in a civil action to have violated the provisions of section 812.14, Florida Statutes, may be liable to the District in an amount equal to 3 times the amount of services unlawfully obtained or $1000.00, whichever is greater.

(3) The Owner must promptly report any Tampering to the District and is responsible for any Tampering caused by its agents or other Persons using the Premises with or without the Owner's consent.

(4) Upon receipt of notification by either an individual or employee of the District that there is reasonable cause to suspect that Tampering with District's property or facilities has occurred at any premises served by the District, the District will cause an investigation to be made of those premises.

(5) If an on-site inspection verifies that Tampering has occurred, the District will charge a Tampering investigation charge to cover its expenses in conducting said investigation and take measures to deter further Tampering. Any Tampering that results in a substantial reduction in the cost of services received by a person, the District will charge a Tampering Charge.

(6) If it is reasonably established that the person who has tampered with District facilities is the same person who occupied or resided at the site at the time of the Tampering, then that person will be responsible for the Tampering Charge and all other appropriate charges. However, if that Person demonstrates that another party is responsible for the Tampering, the District will use such demonstration as its basis to pursue appropriate and adequate restitution for said Tampering from the other party demonstrated to have been the one doing the Tampering.

(7) Tampering will be presumed to have been caused by the Customer or Owner that receives a monetary or other economic benefit therefrom.

(8) Tampering that results in a substantial reduction in the cost of services received by a Customer will be presumed to have been known to the Customer if not reported to the Authority within one billing period after the reduction in the cost of the Service received becomes evident. In such event it will be presumed that the Tampering was willfully allowed to persist by the Customer.

(9) The District may, without prior written authorization, confiscate any materials or facilities/that are connected to the Authority's Wastewater system for use as evidence in further legal proceedings.

(10) For Tampering charges, see Section 9.05.

Section 3.07 Inspection of Customer Installation.

(1) All installations of Wastewater Facilities or changes therein are subject to inspection by the District to ensure that piping, equipment and other facilities have been installed in accordance with the District's Minimum Design and Construction Standards and Specifications.

(2) The District has the right, but not the duty, to inspect the Customer's installation prior to rendering Service and from time to time thereafter to ascertain the Owner's/Customer's compliance with District rules and regulations, but the District assumes no responsibility whatsoever for any defects that are not detected by any such inspection.

Section 3.08 Customer's Duty to Maintain Installation.

(1) The Customer may not utilize any appliance or device which may adversely affect Wastewater Service. The District reserves the right to withhold or to

discontinue Wastewater Service whenever any such apparatus or device is being used.

(2) The Customer's apparatus and equipment must be maintained in sound operating condition in accordance with standard practice, the rules and regulations of the District, and all other governmental regulations applicable thereto.

(3) No changes in the Owner's installation that will materially affect the proper operation of the District's Wastewater Facilities may be made without the prior written consent of the District. The Customer is liable for any damage resulting from a violation of this provision.

(4) Any violation of this subsection may result in termination of service or any other action available to the District by law. Petitions for enforcement may request declaratory relief; temporary or permanent equitable relief; any fine, forfeiture, penalty or other remedy provided by statute; any combination of the foregoing; or, in the absence of any other specific statutory authority, a fine not to exceed $1000.00.

Section 3.09 Customer Compliance with District Rules and Regulations.

(1) The Owner/Customer must comply with the District's rules and regulations as duly adopted or as they may subsequently be revised, or amended.

(2) The District has the right to refuse to provide Service or discontinue Service. Failure to comply with the requirements of this subsection may result in disconnection of service.

Section 3.10 District License to Enter upon Property.

As a condition of connection to District Wastewater Service, the owner and occupant of the property upon which required facilities extensions and connections are located grants a license to the District to enter upon the affected property for the following purposes:

(1) To inspect the installation or connection. The District has the right, but not the duty, to make on-site inspections.

(2) To discontinue and shut off services to delinquent accounts.

(3) To remove the District's property.

(4) For other purposes incidental to performance or termination of Wastewater Service.

The Owner may not impede free access to any District facilities or other infrastructure connected to or served by District facilities.

In the event the District is unable to obtain access, Wastewater Service may be terminated.

Section 3.11 District Right to Refuse to Provide Service.

No payment of costs, submittal of an application or other act to receive, Wastewater Service will guarantee such service. The District has the right to refuse to extend service on the basis of a use detrimental to the system, lack of payment of required fees or charges, or for any other reason which, in the judgment of the District,

applying sound engineering principles, will cause the extension not to be of benefit to the District.

Section 3.12 Discontinuance or Termination of Service.

The District may discontinue or terminate Wastewater Service to any Customer who violates the provisions of these rules, including, but not limited to, Delinquency of any amounts owed the District.

Article IV. Mandatory Connection

Section 4.01 Mandatory Connection Findings.

The District has ascertained, determined, and declared that:

(1) The Florida Legislature has identified the Florida Keys as an area of critical state concern; pollution and questionable water quality resulting from the absence of adequate Wastewater Treatment throughout the Florida Keys is a threat to the environment and the health, safety and welfare of landowners and persons inhabiting the Florida Keys.

(2) The Florida Legislature has charged the District with the responsibility to plan and provide for water and sewer systems within the Florida Keys and to enforce the use of its Wastewater Facilities whenever and wherever they are accessible.

(3) The Florida Legislature has empowered the District to both prohibit the use of and mandate the use of Wastewater Facilities within the Florida Keys.

(4) The Florida Legislature has authorized, and Monroe County has enacted, local legislation that requires connection to a central sewage system within specified time periods, even if the affected Property is receiving treatment from a lawful and adequate Onsite Sewage Treatment and Disposal System.

(5) The District has embarked upon the creation of Wastewater System to manage and treat Wastewater and improve the water quality in the Florida Keys. The presence of the District's Wastewater Facilities is intended to enhance and benefit the environment and the health, safety and general welfare of landowners and persons inhabiting the Florida Keys.

(6) Mandatory connection to the District's Wastewater System is fundamental to the successful financing, creation, and operation of the District's Wastewater System.

(7) Mandatory connections to a governmental utility system and the subsequent charges flowing therefrom have long been held to be a proper exercise of a governmental power to regulate and protect the welfare of the public.

Section 4.02 Duty to Connect.

(1) The Owner of an improved parcel of land must, at the Owner's expense, connect to the District's Wastewater System upon written notification that the District's Wastewater Facilities are available for connection, as that term is defined in applicable law.

(2) Where the District's Wastewater System is available to Premises with an existing wastewater treatment facility or OSTDS, the Owner must decommission, abandon, or otherwise disconnect from the existing wastewater treatment facility or OSTDS in accordance with the requirements of applicable law, and must connect the buildings on the property or premises to the District's Wastewater System.

Section 4.03 Failure to Connect.

(1) An Owner that fails or refuses to connect its Premises to the District Wastewater Facilities within the time specified after receipt of written notification of the availability of Service is responsible for the payment of all

fees and charges imposed by the District in connection with the provision of Wastewater Service, even if the Premises does not actually receive Wastewater Service due to failure of the Owner to connect to the District Wastewater Facilities.

(2) In the event an Owner fails or refuses timely to connect the Premisesor a building to the District's Wastewater Facilities within the time prescribed herein, the District will provide support and assistance to the Owner to facilitate connection. However, if the Owner fails or refuses to take reasonable steps to achieve connection, the District will refer the matter to Monroe County Code Enforcement for further action.

(3) Notwithstanding the foregoing, the District reserves the right to compel connection by any lawful means, including judicial process, and will proceed to collect all SDC charges, monthly charges, and other charges to which the District would be entitled if the Owner had connected the Premises to the District Wastewater Facilities. In the event the District is required to seek a writ or order, or otherwise litigate any action compelling connection, all costs of such action experienced by the District including attorney fees and court costs will be assessed to the Owner.

(4) The District will undertake reasonable efforts to assist Owners who qualify for low-income assistance to obtain such assistance. If it reasonably appears to the District that an Owner will qualify for such assistance but the assistance is not yet available, the District will, in its discretion, grant a reasonable extension of the time to connect and the time at which monthly charges and other charges begin to accrue against that Owner.

Article V. Classes of Wastewater Service

The District renders Wastewater Service to various general classes of Customers as described in the District Rate Resolution.

Article VI. Provision of Wastewater Service to Unimproved Parcels

Section 6.01 Unimproved Parcel in an Improved Subdivision.

(1) In a case where the District is constructing Wastewater Facilities within an improved subdivision, the District will, in its discretion, provide Wastewater Facilities to unimproved parcels within the subdivision when the District concludes that the best interests of the District would be served thereby.

Section 6.02 Developer's Agreement for Future Wastewater Service.

(1) Prior to the commencement of construction of facilities or structures on individual Premises or on an approved development, the District may enter into a Developer's Agreement with an Owner/Developer for the purpose of assuring the availability of Wastewater Service to the development upon completion of construction. Such assurance is conditioned upon fulfillment by the Owner/Developer of the requirements of the Developer's Agreement for service.

(2) The Owner/Developer must pay in advance all System Development Charges, and other fees and charges required under the Developer's Agreement.

(3) Failure to comply with the terms of the Developer's Agreement may result in the District declining to provide Wastewater Service upon completion of the development, until the terms of the Developer's Agreement are fully satisfied, including payments of applicable assessments and Delinquent Account penalties.

(4) The execution of a Developer's Agreement does not exempt the Owner/ Developer from compliance with the District's Minimum Design and Construction Standards and Specifications for Wastewater Systems and the obligation to obtain all requisite federal, state, and local governmental permits, licenses, or approvals.

(5) The Developer's Agreement is not an agreement for service.

(6) The District will charge a Plan Review Fee. See Section 9.01.

(7) These provisions apply equally to a redevelopment of a previously developed property where the redevelopment consists of changes in parcel configurations, and/or utility infrastructure.

Section 6.03 Construction and Connection of Systems on Private Property.

(1) In general, it is the policy of the District not to construct wastewater collection and transmission systems on private property. However, as provided in the various District Non-Ad valorem Assessment Resolutions, the District may construct collection systems on Single-Lot Common Interest Properties as defined in the various District Non-Ad valorem Assessment Resolutions.

Article VII. Extension of Wastewater Facilities.

Section 7.01 General.

This Section provides information regarding the District specifications, requirements, and procedures for obtaining a commitment for Wastewater Service to new or existing facilities on a property. These general requirements will also be followed by persons desiring to obtain service for an existing or proposed single-family dwelling.

Section 7.02 Planned Extension of Wastewater Facilities.

(1) The District has adopted the Monroe County Sanitary Wastewater Master Plan, as a comprehensive planning document for the implementation of Wastewater Service within the District. Such wastewater master plan outlines recommendations for the District to effectuate the provision of Wastewater Service within the District. The District may also adopt one or more facilities plans showing planned development and implementation of Wastewater Facilities. In case of any inconsistency between the Monroe County Sanitary Wastewater Master Plan and a District facilities plan, the District facilities plan shall control, except that the District will comply with Section 403.086(10)(b), Florida Statutes, as amended by ch. 2010-205, Laws of Florida.

(2) As funding is available, the District will construct Wastewater Collection, Treatment, and Disposal Systems. The District will establish rates, fees, and charges to recover the costs of system development, operation, and maintenance.

Section 7.03 Extension of Wastewater Facilities on Request

(1) An Owner seeking to obtain a commitment for Wastewater Service from the District for new development or re-development of an existing property that may require the installation or extension of Wastewater Facilities must identify system capacity needs for, or must have previously identified the number of EDU's corresponding to the anticipated requirements of the project. The Owner must complete and provide to the District sufficient information for the District to determine whether extension of Wastewater Facilities to the new development or re-development is practicable and in the District's best interest.

(2) Acceptance of Wastewater Facilities located within an Easement available to the District is subject to the exercise of sound engineering judgment taking into consideration the size of the facilities, topography, and maintenance and operating constraints. Generally, right-of-way or easements located along rear or side-lot lines should be avoided.

(3) Prior to acceptance, the Owner must provide a written warranty (in a format approved by the District) on all Wastewater Facilities, wherein the contractor guarantees correction of any defects in the work for a period of three years (or five years in the case of lift station and vacuum station pump and motor assemblies) from the date of final DEP certification. This obligation must be secured by a maintenance bond or irrevocable letter of credit, up to the amount of one hundred and ten percent (110%) of actual construction cost.

Section 7.04 System Design; General Criteria.

(i) The District will adopt Minimum Design and Construction Standards and Specifications for Wastewater Systems.

Article VIII. WASTEWATER PRETREATMENT

Section 8.01 Purpose and Policy.

(1) The District will not accept any Wastewater that does not meet the District's standards for acceptance. Prior to accepting Wastewater from any Customer, other than a residential Customer, the District may require that the Customer demonstrate that the Wastewater meets District standards.

(2) The discharge of pollutants harmful to the District's wastewater system structures and biological processes are prohibited. Industrial users may be subject to monitoring and pretreatment requirements.*

(3) The introduction of storm water, ground water, air-conditioning condensate, closed-system cooling water or other uncontaminated water is prohibited. If the introduction of such water is suspected, the District may require the Customer to investigate the cause of the introduction of the water and to make the necessary repairs or modifications to prevent further introduction. The observance of excessive flow or water with elevated conductivity indicating elevated salinity are potential causes to suspect such introduction.

(4) Repealed.

(4)

(5) Waste Stream Monitoring. The District may require certain Customers, such as restaurants and others that include food preparation facilities which may produce wastewater containing high levels of Biochemical Oxygen Demand (BOD), to institute a self monitoring program. The Customer may be required, at its own expense, to have samples of the wastewater discharge from its facility collected and analyzed for BOD. The data generated shall be used to determine the Excess Strength Surcharge to be added to the Customer's wastewater bill.

(6) Initial Testing. The initial sampling of waste streams which are suspected to be of excess strength shall consist of four separate sampling events conducted over a period of not more than 28 days. Where possible, flow proportioned 24-hour composite samples shall be collected. Otherwise, single grab samples collected at a period of maximum use of the facility may be substituted with District approval. All sampling shall conform to the requirements of Sections 1060 and 5010 of Standard Methods for the Examination of Water and Wastewater. Sampling shall be performed by qualified personnel trained in sampling of waste streams. The District shall be notified of the sampling schedule and shall be afforded the opportunity to witness the sampling. The District, at its discretion, may collect samples concurrently with sampling by the Owner or may collect samples on an independent schedule.

(7) The samples shall be analyzed for BOD in accordance with Method 5210 B of Standard Methods for the Examination of Water and Wastewater. The 5-Day BOD Test shall be performed by a laboratory currently certified by the Florida Department of Health Office of Laboratory Services to perform this analysis. If any of the testing results fail to meet the Quality Control and Quality

* Subsections 8.01(2) – 8.01(4) added by Rule Change #16 on 8/23/06

Assurance criteria of Sections 1020, 1030 and 5020 of Standard Methods for the Examination of Water and Wastewater, those results shall be discounted and the waste stream re-sampled. When four satisfactory test results are obtained, the average of these four values will be used to establish the initial Extra Strength Surcharge.

(8) Subsequent Testing. Each facility found to be discharging wastewater of excess strength shall be placed on a monthly sampling schedule. Once each month, the waste stream will be sampled and analyzed according the criteria established above. Each month, the oldest data point will be discarded and the most recent data point included, resulting in a four sample running average. This running average will be recalculated each month to establish the Extra Strength Surcharge for that billing period.

Article IX. Fees and Charges

The District is authorized to impose fees and charges as appropriate to the construction, operation, and maintenance of its Wastewater System. Rates, fees, and charges will be established by the Board.

Section 9.01 Plan Review Fee.

The District provides typical plans and specifications for connection of single-family residences and single unit non-residential buildings with maximum monthly flows of less than 1,000 gallons per day to the District Wastewater Facilities. The District does not charge a fee to review plans or to inspect installations of typical connections by a licensed plumbing contractor.

For all other connections, the District will charge fees according to the following schedule:

(1) Plan review and inspection of multi-family residential connection: $50/dwelling unit with a minimum charge of $250.

(2) Plan review and inspection of non-residential connection: $50/EDU with a minimum charge of $250.

Section 9.02 System Development Charge (SDC).

(1) System Development Charges are established according to Assessment Resolutions adopted by the District. All Assessment Resolutions are attached hereto in Appendix B.

(2) Notwithstanding the provisions of any Assessment resolution, it is the policy of the District to waive SDC's or assessments in certain cases as set forth below:[†]

(i) The owners of all interests in a tax parcel that is assessed under an Assessment resolution may request that the District waive Assessment of a contiguous tax parcel owned by them. The owners must certify that the use of the contiguous tax parcel is subsidiary to the use of the assessed parcel, that the parcel for which waiver is sought will not be improved with structures or facilities that might generate wastewater that will enter the District's wastewater facilities, and that if they later desire wastewater service to the contiguous tax parcel, they agree to pay the full direct and indirect District costs of providing the same. The owners of the assessed tax parcel may apply for waiver under this subsection for more than one tax parcel. For purposes of this subsection, a contiguous tax parcel may be separated by a street or right-of-way from the assessed tax parcel.

(ii) If Monroe County makes a final decision to deny all permits for development of a tax parcel, upon application by the owners of all interests in the tax parcel the District will waive all future assessments of the SDC for that tax parcel.

(iii) If a tax parcel is classified as Tier One, upon application by the owners of all interests in the tax parcel, the District will waive the SDC, or all future assessments of the SDC, for that tax parcel. The owners must certify that if they later desire wastewater service to the contiguous tax parcel, they agree to pay the full direct and indirect District costs of providing the same.

[†] Subsection 9.02(2)(i) – (iii) added by Rule Change #19 on 6/16/09.

Section 9.03 Monthly Customer Fees.

(1) Monthly Customer Fees are adopted in a Rate Resolution, which is attached hereto as Appendix A.

Section 9.04 Pretreatment Fees.

(1) The wastewater discharge from certain facilities, even when passed through properly sized and maintained grease interceptors, may contain elevated levels of Biochemical Oxygen Demand. A BOD surcharge will be applied to the Customer's sewer bill for wastewater discharges with a BOD in excess of 500 parts per million. The surcharge will be applied by multiplying the monthly volumetric charge by the ratio of the Customer's BOD divided by 375.

Section 9.05 Tampering Charge.

The charges for Tampering are as follows:

(1) Investigation Charge $ 75.00

(2) Tampering Charge $150.00

(3) Repeat Occurrence $300.00

(4) In cases of meter by-pass, or meter reversal, straight connection or other form of Tampering that results in a substantial reduction in the cost of service, the account of the Customer will be back billed based on the estimated amount of wastewater flow not paid for. This estimate will be based upon:

(i) One hundred and fifty percent (150%) of the average water consumption during the previous six (6) Active Account months prior to the time such meter Tampering is estimated to have occurred, or in the event the Customer does not have a history of six (6) Active Account months, one hundred and fifty percent (150%) of the average water consumption for a Customer served by the District with a similar Class of Service during the most recent one (1) year period for which such figures are available;

(ii) When the meter has not been disturbed, the Customer will be back billed for the amount of wastewater flow, as indicated by the water meter, for which payment has not been received by the District.

(5) Any further legal action deemed appropriate will also be pursued, and all costs associated therewith are assessable to and charged to the Customer, including attorney fees.

Section 9.06 Service Charges.

(1) The District will charge a Service Charge for each instance in which Wastewater Service is terminated or in which the District is required to travel to the premises of the Customer to investigate or respond to what is ultimately determined to be a violation of the District rules and regulations.

(2) Service provided between the hours of 8:00 A.M. and 4:00 P.M. during business days will be at the regular Service Charge of $20.00. Service provided at Customer's request between the hours of 4:00 P.M. and 8:00 A.M., or on weekends and holidays, will be at the Emergency Service Charge of $60.00.

(3) Service orders received after 4:00 P.M. on business days will be deemed received on the following business day and processed at the regular service rate, unless emergency service is specifically requested by the Customer.

Section 9.07 Wastewater Main Extension Reimbursements.

(1) Reserved.

Article X. Direct Billing and Payment for Service

Section 10.01 FKAA billing.

The District has entered into a billing agreement with the Florida Keys Aqueduct Authority. In that case, the billing and payment procedures of the FKAA will apply to a Customer who receives potable water through an FKAA meter. For the VERY FEW Customers who do not receive potable water through FKAA meters, the following rules apply.

Section 10.02 Billing Period; Due Date.

(1) Customers will be billed on a monthly basis. Billing will commence upon initiation of Service or the mandatory connection date, whichever is earlier.

(2) Payments for services are due upon rendition of the bill. Non-receipt of a bill by the Customer will not release the Customer from the duty to make reasonable inquiry as to the amount of the bill and prompt payment thereof, on or about its due date, in accordance with the Customer's billing cycle.

Section 10.03 Description of Monthly Billing Charge.

(1) The Monthly billing charges is a flat rate, which appears in the Rate Resolution, Appendix A.

Section 10.04 Returned checks

(1) The District will impose a Returned Check Charge for each dishonored check that is returned by the bank. Only cash, cashier's checks, or money orders will be accepted as payment for checks which have been dishonored. The Customer's account will be annotated upon receipt of a dishonored check. Issuance of two (2) dishonored payments within an eighteen (18) month period will preclude the acceptance of another check for a period of 12 months from date of settlement of the first dishonored check, or bank draft. During this time only cash, cashier's checks or money orders will be accepted for payment.

Section 10.05 Delinquent Accounts.

(1) An account will be considered delinquent if payment for service is not received by the District by the due date. If the due date falls on a weekend or Official Holiday, it will be extended to the next business day. In the event partial payment of a bill is made, that portion of the bill not paid within thirty (30) days of billing will be considered delinquent.

(2) Delinquent Accounts will be charged a Delinquent Account Charge in the amount greater of $4.00 or ten percent (10%) of the total amount that is the delinquent outstanding balance.

(3) Service may be discontinued if the total delinquent amount that is past due is not received by the District within 30 days after the due date.

(4) For service to be restored the Customer must request restoration of service and pay all amounts due, including the applicable service charge.

(5) In the event the account has been final billed as a result of account delinquency, service will not be restored until the Customer has paid all applicable fees, outstanding balances due, and service charges.

(6) Notwithstanding any other provision of these rules, when Wastewater Service is subject to discontinuance (disconnection) or has been discontinued due to account delinquency, the District may restore such Service prior to payment of all amounts due, provided the Customer has entered into a negotiated payment agreement.

(7) Failure to pay amounts due the District within the time designated for payment will result in the District exercising all reasonable business efforts to collect such unpaid amount, including delinquent fees, interest, attorney fees and filing charges.

Section 10.06 Billing Disputes; Mistakes.

(1) In the event of a billing dispute, the Customer must contact the District's Customer Service Office and request an investigation of the account. The District will record the relevant account information, nature of the dispute or alleged mistake and date of contact.

(2) The District will investigate the billing and respond by mail within sixty (60) calendar days. If the response is not satisfactory to the Customer, the Customer may within five (5) business days from the date of mailing request further review by the General Manager, who will respond to the Customer by mail within five (5) business days.

(3) The District will not disconnect service for non-payment of the disputed amount during the period commencing with the request for investigation of the account and ending with a response from the District or the General Manager, provided that the Customer has requested an investigation prior to the Account becoming delinquent. In the event the dispute is resolved against the Customer, the Customer will have five (5) business days to pay the disputed amount, and will thereafter be subject to Disconnection of Service and other charges.

Article XI. Definitions and Construction of Terms

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to these rules; and the term "hereafter" means after, and the term "heretofore" means before the adoption of these rules. Words of one gender include the correlative words of the other gender, unless the sense indicates otherwise. Additionally, the terms set forth below have the following meaning except where the context clearly otherwise requires:

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

"Active Account" means that service exists between an Owner/ Customer and the District, under which the District stands ready to serve and Service is rendered or available on demand and payment for said Service is made or due from the recipient on a Monthly basis.

"Assessment" means a charge or special assessment (sometimes characterized as a non-ad valorem assessment) imposed by the District to fund the Capital Cost of Utility Improvements or the Operating Cost of Related Services, as provided for in District Assessment resolutions.

"Biological Oxygen Demand" or "BOD" means the quantity of oxygen used in the biochemical oxidation of organic matter at a specified time, at a specified temperature, and under specified conditions. It also means a standard test for assessing Wastewater strength expressed in the demand for oxygen for a five-day period as specified in Chapter 62-160, F.A.C.‡

"Board" means the Board of Commissioners of the District.

"Building Permit" means an official document or certificate issued by the authority having jurisdiction, authorizing the construction or sitting of any Building. The term "Building Permit" shall also include tie-down permits or other similar authorizations for those structures or Buildings, such as a mobile home or a Boat Slip/Dock/Berth that does not otherwise require a Building Permit in order to be occupied.

"Business Day" means the period of each day from 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding the District's Official Holidays.

"CFR." means the Code of Federal Regulations.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal, or replacement (including demolition, environmental mitigation, and relocation) of Utility Improvements related to a capital project.

"Code of Federal Regulations" refers to the codification of the general and permanent rules published in the Federal Register by the Executive Departments and Agencies of the Federal Government.

"County" means Monroe County, a political subdivision of the State of Florida.

"Cross-Connection" means any physical arrangement whereby a water supply is connected, directly or indirectly, with any other system capable of imparting contamination to the supply as the result of backflow.

‡ Definition added by Rule Change #16 on 8/26/06

"Customer" means any Person that accepts or receives Wastewater Service.

"DEP" means the State of Florida Department of Environmental Protection.

"DOH" means the State of Florida Department of Health.

"DOT" means the State of Florida Department of Transportation.

"Day" means one (1) twenty-four (24) hour period.

"Delinquent Account" or "Delinquency" means that for the Active Account, payments for satisfaction of some or all past and current fees and charges are past due by at least two bill payment cycles of said Active Account, but Service has not yet been discontinued.

"Delinquent Account Charge" means the charge billed customers when all or part of the payment on their account has become delinquent. The Delinquent Account Charge is based on the outstanding balance as shown in Section 10.04.

"Delinquent Account Reactivation Fee" means a charge to be based on the estimated cost of activities associated with such reactivation. See Section 10.05(4).

"Department of Environmental Protection" means the State of Florida Department of Environmental Protection.

"Department of Health" means the State of Florida Department of Health.

"Department of Transportation" means the State of Florida Department of Transportation.

"Developer" means a Person developing property for resale, rental, or lease, to which Wastewater Service may be provided by the District.

"District" means the Key Largo Wastewater Treatment District.

"Discharge" means the introduction of Pollutants into a Wastewater System from any source, directly or indirectly, by means of pipes, conduits, pumping stations, ditches, or tank trucks, and all constructed devices and appliances appurtenant thereto.

"Easement" means any legal right for the specific use of land owned by others.

"Enforcement" means actions taken in response to noncompliance with or violation of these rules or any other applicable rules, regulations, ordinances or laws.

"Environmental Protection Agency" or "EPA" means the United States Environmental Protection Agency.

"Existing Source" means any building, structure, facility, or installation from which there is or may be a Discharge, the construction of which began before promulgation of Pretreatment Standards applicable to such source.

"F.A.C." means the Florida Administrative Code.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed as the Fiscal Year for the District.

"Force Main" means a pipe owned by the District and used to transmit Wastewater from a pump station to a treatment facility.

"General Manager" means the General Manager of the District.

"KLWTD" means the Key Largo Wastewater Treatment District.

"Minimum Design and Construction Standards and Specifications" means the engineering design and construction specification demands of the District related to Wastewater facilities constructed by any Developer, Owner, Customer or User, which are adopted by reference in these rules.

"OSTDS" see Onsite Sewage Treatment and Disposal System.

"Official Holidays" means the following holidays: New Year's Day, Birthday of Martin Luther King, Jr. (third Monday in January), Memorial Day, Independence Day, Labor Day, Veterans' Day (November 11), Thanksgiving Day, Friday after Thanksgiving, Christmas Day. If any holiday falls on a Saturday, the holiday shall be observed on the preceding Friday; if any holiday falls on a Sunday, the holiday shall be observed on the next Monday.

"On-Site Treatment and Disposal System" or "OSTDS" means a Wastewater Treatment System utilizing subsurface effluent disposal (absorption field or Class V injection well) such as a conventional septic tank, aerobic treatment unit, on-site wastewater nutrient reduction system, package sewage treatment facilities.

"Operating Cost" means all or any portion of the expenses that are properly attributable to providing Services under generally accepted accounting principles.

"Owner" means a Person who is the record owner of any Premises.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, private or governmental, as the context may require.

"Point of Service" means: the point where the District's Wastewater Facilities connect to Customer-installed, owned, operated and maintained facilities. The Point of Service shall generally be at the point where the Building gravity Wastewater Service Lateral intersects the right-of-way line or, in the event a utility easement exists adjacent to the right-of-way line, at the point where the Building Wastewater Service Lateral intersects the utility easement line furthest from the main.

"Pollutant" means any dredged spoil, solid waste, incinerator residue, Wastewater, garbage, Wastewater Sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt or industrial, municipal, or agricultural waste discharged into water.

"Premises" means any and all real property and tangible personal property affixed to real property served or capable of being served by the District as a result of the existence of a Service Connection.

"Pretreatment" means reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in Wastewater prior to or in lieu of discharging or otherwise introducing such Pollutants into a Wastewater Collection or Treatment System.

"Related Service" means the operation and maintenance of a Utility Improvement.

"Returned Check" or "Bank Draft"" charge is a charge based on the estimated administrative cost of collecting the amount due from the tendered check or bank

draft that was not honored by the payer's bank as provided by Chapter 832.07, Florida Statutes.

"SDC" see System Development Charge.

"Service" means the readiness to accept or the acceptance of Wastewater from a Customer at a Point of Service by the District.

"Service Charge" means the charge assessed customers, per event, when the District travels to the premises or for administrative processing by the District.

"Service Connection" means the physical attachment of the District's facilities to those facilities of any property through which Wastewater Service is deliverable.

"Service Initiation" means the date the customer begins to receive services through a Wastewater connection or the date that service is available in a newly constructed wastewater system.

"Service Installation Fee" shall be based on the estimated cost of activities associated with construction of a Wastewater Service Lateral.

"Service Lateral" means the pipe which connects the District's collection facilities to the Service Connection at the Point of Service. Said pipe is typically situated on private property and is owned, operated and maintained by the Owner.

"Service Line" means that portion of the Sewer System that extends beyond the end of the building drain and conveys Wastewater to a public, private, or individual Wastewater Collection System, or other point of disposal. In cases where the building is served by a Vacuum Sewer, the Building Sewer shall include the gravity line to the vacuum valve collection sump constructed within the public right-of-way or an Easement.

"Service Unit" means Premises, an area, or a module or modules consisting of a delineated space, or an enclosure of one (1) or more spaces or rooms with either appurtenant or common or public bathroom facilities or installations of other Wastewater generating fixtures, and used for a single residential or non-residential use. Service Units fall into the general categories of Permanent, Boat Slip/Dock/Berth, and Mobile.

"Sewer" means any pipe, conduit, or other device used to collect and transport Wastewater and from which storm water, surface water, and groundwater are generally excluded. As the context requires, the term is synonymous with the term Wastewater or other terms incorporating such term therein.

"Sludge" means any solid or semisolid waste generated from a Wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of the treated effluent from a Wastewater treatment plant.

"State" means the State of Florida.

"System Development Charge" is a charge to new Customers and to existing Customers who modify, add, or construct facilities that impose a potential increased demand on the District's Wastewater Facilities. The SDC is in addition to any amount that may be expended by the Owner/Customer for system improvements and other fees required by the District.

"Tampering" means any willful alteration or interference with a water meter or Wastewater system components and facilities owned by the District, except for

turning the valve associated with the water meter for the purpose of temporary disconnection of service. Tampering includes obtaining unauthorized Service to a Premises or location.

"User" means any Person responsible for the Discharge of Wastewater into a Wastewater System.

"Utility Improvement" means a capital improvement constructed or installed by the District for the special benefit of a neighborhood, district, or other benefited area.

"Wastewater" means liquid and water-carried industrial, domestic, medical, food, superfluous solid, gaseous material, holding tank or other wastes from residences, commercial establishments or manufacturing facilities, whether treated or untreated, which are Discharged into a Wastewater System.

"Wastewater Collection System" means a system for carrying wastewater including but not limited to, domestic, industrial, medical, holding tank or other waste, to which storm, surface, and groundwater are not intentionally admitted.

"Wastewater Facilities" or "Wastewater System" means the system comprised of all structures, equipment, and processes required to collect, carry away, and treat domestic, industrial, medical, holding tank and other wastes and dispose of the effluent.

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KEY LARGO WASTEWATER TREATMENT DISTRICT

GENERAL RULES AND REGULATIONS

~~JUNE 16, 2009~~

[DATE]

KEY LARGO WASTEWATER TREATMENT DISTRICT
GENERAL RULES AND REGULATIONS

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Article I. General

Section 1.01 District Description and Organization.

The Key Largo Wastewater Treatment District is an Independent Special District authorized by the Key Largo Wastewater Treatment District Act (Chapter 2002-337, Florida Statutes, as amended.) The principle function of the District is to perform such acts as necessary for the sound planning, acquisition, development, operation, and maintenance of a wastewater management system to serve the island of Key Largo, an unincorporated portion of Monroe County, Florida. The District complies with the operating and reporting requirements of Chapter 189, Florida Statutes as applicable to Special Districts.

The District is not subject to the Florida Administrative Procedure Act (Chapter 120, Florida Statutes) or the Uniform Rules of Procedure (Title 28, Florida Administrative Code.)

Section 1.02 District Service Area.

The District's Service area includes the territory consisting of the island of Key Largo, including all lands east of Tavernier Creek, including Tavernier, Key Largo, and Cross Key, with the exception of Ocean Reef, all in Monroe County, Florida.

Section 1.03 District Board of Wastewater Commissioners.

The District is governed by an elected Board of five Wastewater Commissioners.

The District will exercise, through the Board, all powers enumerated in the Key Largo Wastewater Treatment District Act, including but not limited to the power to adopt rules and regulations relating to the exercise of such powers for the regulation of the use and supply of wastewater systems for the District's service area, and will also exercise such other authority as may exist under general or special law, and all authority implied by or necessary or appropriate to the same.

The Board governs the policymaking and other statutorily prescribed duties and powers of the District pursuant to the Key Largo Wastewater Treatment District Act. The Board may act only adopting a resolution at a publicly noticed meeting.

The Board may, by resolution, delegate the authority to a Commissioner or other person to take any actions reasonably necessary and appropriate to implement a Board resolution. In the absence of such delegation of authority, an individual Commissioner has no authority to take or refrain from taking any action on behalf of the District or to direct any other person to do so.

Notwithstanding the foregoing, an individual Commissioner is authorized to request District Counsel to provide legal services on behalf of the District.

Section 1.04 District General Manager.

The General Manager oversees the day-to-day operation of the District as authorized or directed by the Board.

Section 1.05 District Clerk.

(1) The District Clerk is the person responsible for receiving, recording, filing, and transmitting District documents, recording District business, and acting generally as the initial point of contact for persons seeking to conduct business with the District.

Section 1.06 Office Location.

The main office of the District is located at 98880 Overseas Highway, Key Largo, Florida, 33037. The District's mailing address is PO Box 491, Key Largo, FL 33037. The telephone number is (305) 453-5804.

Section 1.07 Office Hours.

District office hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday, except on Official Holidays.

Section 1.08 Conducting Business with the District.

Unless otherwise specifically provided in these rules, all comments, correspondence, communications, or requests for information should be directed to the Clerk or General Manager at the District Office.

Section 1.09 District Meetings.

All meetings of the Board are public meetings conducted in accordance with section 286.011, Florida Statutes, including the maintenance and recordation of official minutes. Board decisions are made at District Meetings. In addition, a meeting of the Board may include one or more segments as described below:

(1) Workshops are gatherings of members of the Board or its staff as designated by the Board for the purposes of discussion of District business and projects, at which time rule drafting may occur but no official vote may be taken nor rule or regulation adopted. Such workshops will be open to the public, but it will be within the discretion of the Board whether or not to permit public comment.

(2) Public hearings are public gatherings of the Board for the purpose of obtaining information and receiving public comment on activities proposed by the Board, but at which no official action may be taken nor rule or regulation adopted.

(3) Public forums or community meetings are public gatherings of the District's Board and/or designated representatives for the sole purpose of exchanging information and receiving public comment on activities relative to the District, but at which no official action may be taken nor rule or regulation adopted.

Section 1.10 Handicap Access to Meetings.

Whenever the District has scheduled a meeting at which official acts are to be taken and has received, at least forty-eight (48) hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, there will be provided a manner by which such person may attend the meeting or the meeting will be rescheduled to a site accessible to such person. If a physically handicapped person objects in writing to the use of human physical assistance in lieu of the construction or use of ramps or other mechanical devices, such human physical assistance will not be used in lieu of ramps or mechanical devices.

Section 1.11 Rules and Regulations Development and Adoption.

The District operates under rules and regulations which are approved by the Board.

(1) Rules and Regulations Development. The adoption, amendment, or repeal of District rules and regulations (including rates) will occur at public meetings.

(2) Drafting of Rules and Regulations. Any person may propose new or amended rules or regulations for Board consideration and possible adoption. Prior to

placing draft rules or regulations on the Board agenda, District staff will prepare a summary overview of the proposed rule, including preliminary text and other information for Board consideration.

(3) Public Notice. Except in cases where the Board determines that immediate adoption of a rule or regulation is appropriate, the District will publish public notice of the proposed rule or regulation in one or more newspapers that are regularly distributed within the District Service Area. The notice will describe the purpose and effect of the proposed rule or regulation, will include information for the public to obtain a copy, and will set forth the time and place of the public meeting at which the proposed rule or regulation will be considered for adoption. The Board may, in its discretion, require that more than one publication of the proposed rule or regulation be made. The publication will be made not less than seven days prior to the meeting at which the proposed rule or regulation will be considered for adoption.

(4) Public Input. The District will receive and maintain all public input relative to rules and regulations as part of the permanent record. The permanent record will include any written comments from the public and comments of speakers made at public meetings. The Board may, in its discretion, hold more than one public meeting to receive input as to any proposed rule or regulation.

(5) Recordkeeping. The District Clerk will maintain records of rules and regulations.

Section 1.12 Access to Public Records.

All District public records, as that term is defined in Chapter 119, Florida Statutes, may be inspected and copied at the District's main office during office hours, unless otherwise restricted by law.

All forms and instructions used by the District in conducting its business are available without cost at the main office. Copies of other public records held by the District may be made at a charge equal to the cost of reproduction, pursuant to section 119.07(1), Florida Statutes.

If more than ten (10) pages are requested to be copied, the District may require that the copies be made at its convenience within a reasonable time to be picked up by the recipient or forwarded to the recipient. In that event, the Person seeking the public records must pay the cost of such copies and the estimated postage fee in advance.

Section 1.13 Limitation of Access to Records.

It is the policy of the District to permit maximum public participation by each and every Person affected by its activities.

Public records requests may be made orally or in writing. When a Person asks to see public records, the request will be referred to the Clerk, who will coordinate the production of such records and, in conjunction with District Counsel, will assert, on behalf of the District, any applicable privilege. All oral requests and responses will be recorded in written form and a copy of the record of the request and production will be maintained on file. The District may charge the fees allowed by law for production and copying, including without limitation, the special fees allowed for the extensive use of information technology, resources, or labor cost. The District will

charge $1.00 per page for certified copies or a greater charge as may be subsequently allowed by law.

Article II. District Procurement of Goods and Services

The District procures goods and services pursuant to its authority under the Key Largo Wastewater Treatmentthe District Act and the Uniform Special District Accountability Act of 1989, as amended (§ 189, Fla. Stat.) In general, it is the policy of the District to procure goods and services through formal or informal competition. However, when the best interests of the District are served by non-competitive procurement, the District will act accordingly. (§ 189.441, Fla. Stat.)

Section 2.01 Professional Design and Design/Build Services.

The District procures the services of design professionals and Design/Builders under and in accordance with the Consultants' Competitive Negotiation Act (§ 287.055 Fla. Stat.) Design/Build services include construction management services.

Section 2.02 Construction Services.

For construction projects expected to cost more than $200,000 (in 1994 dollars), the District ordinarily procures construction services through formal competition, i.e., sealed bids, sealed proposals, or competitive negotiation. However, there are many exceptions to the statutory requirement for formal competition, and the District may elect to use non-competitive procurement methods as permitted by statute.

Section 2.03 Procurement Protest.

A bidder on any District procurement must follow the procedures established in the applicable procurement documentsPolicy.

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Article III. Provision of Wastewater Service in General

Section 3.01 Availability of Wastewater Service.

The existence of a Force Main adjacent to or near the premises of an applicant for Wastewater Service does not necessarily mean that such service is available to that location. Wastewater Service in areas where only Force Mains exist may require the installation of a Wastewater Collection System. The availability of Wastewater Service will be determined by the District. The District will, in its discretion provide gravity collection systems, vacuum collection systems, low pressure collection systems, or force main Points of Service in various areas of the District after consideration of cost, reliability, and other factors, and the recommendations of staff and design professionals.

Section 3.02 Wastewater Connections.

(1) Installations on private property. The District will design and construct wastewater facilities in a manner, and in locations, that the District believes will provide for cost-effective and efficient collection and transmission of wastewater. The Owner of private property is entitled and obligated to provide a lateral connection between any improvements and the Point of Service. Whenever Wastewater Service is required, the Owner must ensure that permitting and construction of laterals, and abandonment of septic tanks, are performed in compliance with applicable law and the District's then-current Minimum Design and Construction Standards and Specifications for Wastewater Systems.

(2) Cross-Connections. Any physical arrangement or connection of pipes, fixture, or other water facility between a system containing water and a system containing Wastewater or any other substance is prohibited. Should such a connection be determined to exist, the District may terminate Service until such time as the connection or arrangement of systems has been reconnected to the District's satisfaction.

(3) Contiguous Properties. No Customer may extend Wastewater lines across a public street, alley, or other public or private highway or property not owned by that Customer.

Section 3.03 Duty to Make Payment.

A Customer that receives Wastewater Service from the District is responsible for all fees and charges incurred in connection with the rendering of service. Failure to pay amounts due the District within the time designated for payment may result in the disconnection of Wastewater Service until all amounts due the District have been paid in full

Section 3.04 District Powers to Collect Amounts Due.

(1) The District is authorized to fix and collect rates, rentals, fees, and charges for the use of any Wastewater System facilities.

(2) The District may provide for reasonable penalties against any User for any charges that are delinquent.

(3) In the event that a delinquency occurs and the delinquent charges are not paid and remain delinquent for 30 days or more, the District may discontinue and shut off services until such delinquent charges, together with interest,

penalties, and fees for shutting off, discontinuing, and restoring such services are fully paid.

(4) The District may recover delinquent charges, together with interest, penalties, and fee for shutting off, discontinuing, and restoring such services, together with reasonable attorneys' fees and other expenses by suit in any court of competent jurisdiction, and by any other lawful method of enforcement.

(5) Any and all power or authority available to the District to enforce the use of its facilities whenever and wherever they are available and enforce, recover or collect any rates, fees or charges imposed by the District are cumulative, supplemental, and alternative. The District is not constrained to select a single approach, nor is it constrained to seek a single remedy in enforcing any power or authority available to it.

(6) The District will use reasonable diligence to provide continuous service, but will not be liable to the customer for any damages or loss caused by system failure or interruption of service.

(7) The District reserves the right to transfer debts owed by an Owner/Customer for Service provided to a given Premises to any other Active Account of the Customer for service, and to take appropriate measures for securing payment of such debt.

Section 3.05 Duty to Protect District Property.

(1) The Customer is under a duty to exercise due care to protect any District Wastewater facilities that are located on the Customer's property.

(2) The Customer may not allow anyone access to such facilities, except the District's agents or Persons otherwise authorized by law, each of whom will first display to the Customer identification and evidence of authorization for entry.

(3) When the District's facilities are damaged by contractors, governmental agencies, or others, the District will repair such damage and charge the total cost thereof to the Persons causing the damage.

(4) In the event of any loss or damage to the District's property or any Wastewater Facilities arising from the negligence or intentional misuse by the Customer, its agents, invitees, or assignees, the total cost of replacing such loss or repairing such damage will be charged to the Owner at cost.

Section 3.06 Tampering.

(1) Tampering with water meters or the District's Wastewater System components or facilities, including but not limited to, collection mains, manholes, Force Mains, pump stations, vacuum valve chambers, vacuum valves, fixtures, appurtenances, security devices, signs, or enclosures is prohibited by section 812.14, Florida Statutes.

(2) Section 812.14, Florida Statutes, provides for civil remedies against Tampering. Any Person found in a civil action to have violated the provisions of section 812.14, Florida Statutes, may be liable to the District in an amount equal to 3 times the amount of services unlawfully obtained or $1000.00, whichever is greater.

(3) The Owner must promptly report any Tampering to the District and is responsible for any Tampering caused by its agents or other Persons using the Premises with or without the Owner's consent.

(4) Upon receipt of notification by either an individual or employee of the District that there is reasonable cause to suspect that Tampering with District's property or facilities has occurred at any premises served by the District, the District will cause an investigation to be made of those premises.

(5) If an on-site inspection verifies that Tampering has occurred, the District will charge a Tampering investigation charge to cover its expenses in conducting said investigation and take measures to deter further Tampering. Any Tampering that results in a substantial reduction in the cost of services received by a person, the District will charge a Tampering Charge.

(6) If it is reasonably established that the person who has tampered with District facilities is the same person who occupied or resided at the site at the time of the Tampering, then that person will be responsible for the Tampering Charge and all other appropriate charges. However, if that Person demonstrates that another party is responsible for the Tampering, the District will use such demonstration as its basis to pursue appropriate and adequate restitution for said Tampering from the other party demonstrated to have been the one doing the Tampering.

(7) Tampering will be presumed to have been caused by the Customer or Owner that receives a monetary or other economic benefit therefrom.

(8) Tampering that results in a substantial reduction in the cost of services received by a Customer will be presumed to have been known to the Customer if not reported to the Authority within one billing period after the reduction in the cost of the Service received becomes evident. In such event it will be presumed that the Tampering was willfully allowed to persist by the Customer.

(9) The District may, without prior written authorization, confiscate any materials or facilities/that are connected to the Authority's Wastewater system for use as evidence in further legal proceedings.

(10) For Tampering charges, see Section 9.05.

Section 3.07 Inspection of Customer Installation.

(1) All installations of Wastewater Facilities or changes therein are subject to inspection by the District to ensure that piping, equipment and other facilities have been installed in accordance with the District's Minimum Design and Construction Standards and Specifications.

(2) The District has the right, but not the duty, to inspect the Customer's installation prior to rendering Service and from time to time thereafter to ascertain the Owner's/Customer's compliance with District rules and regulations, but the District assumes no responsibility whatsoever for any defects that are not detected by any such inspection.

Section 3.08 Customer's Duty to Maintain Installation.

(1) The Customer may not utilize any appliance or device which may adversely affect Wastewater Service. The District reserves the right to withhold or to

discontinue Wastewater Service whenever any such apparatus or device is being used.

(2) The Customer's apparatus and equipment must be maintained in sound operating condition in accordance with standard practice, the rules and regulations of the District, and all other governmental regulations applicable thereto.

(3) No changes in the Owner's installation that will materially affect the proper operation of the District's Wastewater Facilities may be made without the prior written consent of the District. The Customer is liable for any damage resulting from a violation of this provision.

(4) Any violation of this subsection may result in termination of service or any other action available to the District by law. Petitions for enforcement may request declaratory relief; temporary or permanent equitable relief; any fine, forfeiture, penalty or other remedy provided by statute; any combination of the foregoing; or, in the absence of any other specific statutory authority, a fine not to exceed $1000.00.

Section 3.09 Customer Compliance with District Rules and Regulations.

(1) The Owner/Customer must comply with the District's rules and regulations as duly adopted or as they may subsequently be revised, or amended.

(2) The District has the right to refuse to provide Service or discontinue Service. Failure to comply with the requirements of this subsection may result in disconnection of service.

Section 3.10 District License to Enter upon Property.

As a condition of connection to District Wastewater Service, the owner and occupant of the property upon which required facilities extensions and connections are located grants a license to the District to enter upon the affected property for the following purposes:

(1) To inspect the installation or connection. The District has the right, but not the duty, to make on-site inspections.

(2) To discontinue and shut off services to delinquent accounts.

(3) To remove the District's property.

(4) For other purposes incidental to performance or termination of Wastewater Service.

The Owner may not impede free access to any District facilities or other infrastructure connected to or served by District facilities.

In the event the District is unable to obtain access, Wastewater Service may be terminated.

Section 3.11 District Right to Refuse to Provide Service.

No payment of costs, submittal of an application or other act to receive, Wastewater Service will guarantee such service. The District has the right to refuse to extend service on the basis of a use detrimental to the system, lack of payment of required fees or charges, or for any other reason which, in the judgment of the District,

applying sound engineering principles, will cause the extension not to be of benefit to the District.

Section 3.12 Discontinuance or Termination of Service.

The District may discontinue or terminate Wastewater Service to any Customer who violates the provisions of these rules, including, but not limited to, Delinquency of any amounts owed the District.

Article IV. Mandatory Connection

Section 4.01 Mandatory Connection Findings.

The District has ascertained, determined, and declared that:

(1) The Florida Legislature has identified the Florida Keys as an area of critical state concern; pollution and questionable water quality resulting from the absence of adequate Wastewater Treatment throughout the Florida Keys is a threat to the environment and the health, safety and welfare of landowners and persons inhabiting the Florida Keys.

(2) The Florida Legislature has charged the District with the responsibility to plan and provide for water and sewer systems within the Florida Keys and to enforce the use of its Wastewater Facilities whenever and wherever they are accessible.

(3) The Florida Legislature has empowered the District to both prohibit the use of and mandate the use of Wastewater Facilities within the Florida Keys.

(4) The Florida Legislature has authorized, and Monroe County has enacted, local legislation that requires connection to a central sewage system within specified time periods, even if the affected Property is receiving treatment from a lawful and adequate Onsite Sewage Treatment and Disposal System.

(5) The District has embarked upon the creation of Wastewater System to manage and treat Wastewater and improve the water quality in the Florida Keys. The presence of the District's Wastewater Facilities is intended to enhance and benefit the environment and the health, safety and general welfare of landowners and persons inhabiting the Florida Keys.

(6) Mandatory connection to the District's Wastewater System is fundamental to the successful financing, creation, and operation of the District's Wastewater System.

(7) Mandatory connections to a governmental utility system and the subsequent charges flowing therefrom have long been held to be a proper exercise of a governmental power to regulate and protect the welfare of the public.

Section 4.02 Duty to Connect.

(1) The Owner of an improved parcel of land must, at the Owner's expense, connect to the District's Wastewater System upon written notification that the District's Wastewater Facilities are available for connection, as that term is defined in applicable law.

(2) Where the District's Wastewater System is available to Premises with an existing wastewater treatment facility or OSTDS, the Owner must decommission, abandon, or otherwise disconnect from the existing wastewater treatment facility or OSTDS in accordance with the requirements of applicable law, and must connect the buildings on the property or premises to the District's Wastewater System.

Section 4.03 Failure to Connect.

(1) An Owner that fails or refuses to connect its Premises to the District Wastewater Facilities within the time specified after receipt of written notification of the availability of Service is responsible for the payment of all

fees and charges imposed by the District in connection with the provision of Wastewater Service, even if the Premises does not actually receive Wastewater Service due to failure of the Owner to connect to the District Wastewater Facilities.

(2) In the event an Owner fails or refuses ~~to~~ timely to connect the ~~Premises, any OSTDS or~~Premisesor a building to the District's Wastewater Facilities within the time prescribed herein, the District will ~~seek to otherwise compel connection by any other available~~provide support and assistance to the Owner to facilitate connection. However, if the Owner fails or refuses to take reasonable steps to achieve connection, the District will refer the matter to Monroe County Code Enforcement for further action.

~~(2)~~ Notwithstanding the foregoing, the District reserves the right to compel connection by any lawful means, including judicial process, and will proceed to collect all SDC charges, monthly charges, and other charges to which the District would be entitled if the Owner had connected the Premises.

(3) to the District Wastewater Facilities. In the event the District is required to seek a writ or order, or otherwise litigate any action compelling connection, all costs of such action experienced by the District including attorney fees and court costs will be assessed to the Owner.

(4) The District will undertake reasonable efforts to assist Owners who qualify for low-income assistance to obtain such assistance. If it reasonably appears to the District that an Owner will qualify for such assistance but the assistance is not yet available, the District will, in its discretion, grant a reasonable extension of the time to connect and the time at which monthly charges and other charges begin to accrue against that Owner.

Article V. Classes of Wastewater Service

The District renders Wastewater Service to various general classes of Customers as described in the District ~~rate resolution, attached hereto as Appendix A~~Rate Resolution.

Article VI. Provision of Wastewater Service to Unimproved Parcels

Section 6.01 Unimproved Parcel in an Improved Subdivision.

(1) In a case where the District is constructing Wastewater Facilities within an improved subdivision, the District will, in its discretion, provide Wastewater Facilities to unimproved parcels within the subdivision when the District concludes that the best interests of the District would be served thereby.

Section 6.02 Developer's Agreement for Future Wastewater Service.

(1) Prior to the commencement of construction of facilities or structures on individual Premises or on an approved development, the District may enter into a Developer's Agreement with an Owner/Developer for the purpose of assuring the availability of Wastewater Service to the development upon completion of construction. Such assurance is conditioned upon fulfillment by the Owner/Developer of the requirements of the Developer's Agreement for service.

(2) The Owner/Developer must pay in advance all System Development Charges, and other fees and charges required under the Developer's Agreement.

(3) Failure to comply with the terms of the Developer's Agreement may result in the District declining to provide Wastewater Service upon completion of the development, until the terms of the Developer's Agreement are fully satisfied, including payments of applicable assessments and Delinquent Account penalties.

(4) The execution of a Developer's Agreement does not exempt the Owner/ Developer from compliance with the District's Minimum Design and Construction Standards and Specifications for Wastewater Systems and the obligation to obtain all requisite federal, state, and local governmental permits, licenses, or approvals.

(5) The Developer's Agreement is not an agreement for service.

(6) The District will charge a Plan Review Fee. See Section 9.01.

(7) These provisions apply equally to a redevelopment of a previously developed property where the redevelopment consists of changes in parcel configurations, and/or utility infrastructure.

Section 6.03 Construction and Connection of Systems on Private Property.

(1) ~~As part~~ In general, it is the policy of the ~~construction of new wastewater systems, the~~ District ~~will, in certain cases and only through an Agreement with the property Owner,~~ not to construct wastewater collection and transmission systems on private property ~~when it is determined to be~~. However, as provided in the ~~best interests of the~~various District ~~and the users of the new system. This rule applies only to the construction of wastewater systems in areas receiving wastewater service from~~Non-Ad valorem Assessment Resolutions, the District ~~for the first time~~may construct collection systems on Single-Lot Common Interest Properties as defined in the various District Non-Ad valorem Assessment Resolutions.

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Article VII. Extension of Wastewater Facilities.

Section 7.01 General.

This Section provides information regarding the District specifications, requirements, and procedures for obtaining a commitment for Wastewater Service to new or existing facilities on a property. These general requirements will also be followed by persons desiring to obtain service for an existing or proposed single-family dwelling.

Section 7.02 Planned Extension of Wastewater Facilities.

(1) The District has adopted the Monroe County Sanitary Wastewater Master Plan, as a comprehensive planning document for the implementation of Wastewater Service within the District. Such wastewater master plan outlines recommendations for the District to effectuate the provision of Wastewater Service within the District. The District may also adopt one or more facilities plans showing planned development and implementation of Wastewater Facilities. In case of any inconsistency between the Monroe County Sanitary Wastewater Master Plan and a District facilities plan, the District facilities plan shall control, except that the District will comply with Section 403.086(10)(b), Florida Statutes, as amended by ch. 2010-205, Laws of Florida.

(2) As funding is available, the District will construct Wastewater Collection, Treatment, and Disposal Systems. The District will establish rates, fees, and charges to recover the costs of system development, operation, and maintenance.

Section 7.03 Extension of Wastewater Facilities on Request

(1) An Owner seeking to obtain a commitment for Wastewater Service from the District for new development or re-development of an existing property that may require the installation or extension of Wastewater Facilities must identify system capacity needs for, or must have previously identified the number of EDU's corresponding to the anticipated requirements of the project. The Owner must complete and provide to the District sufficient information for the District to determine whether extension of Wastewater Facilities to the new development or re-development is practicable and in the District's best interest.

(2) Acceptance of Wastewater Facilities located within an Easement available to the District is subject to the exercise of sound engineering judgment taking into consideration the size of the facilities, topography, and maintenance and operating constraints. Generally, right-of-way or easements located along rear or side-lot lines should be avoided.

(3) Prior to acceptance, the Owner must provide a written warranty (in a format approved by the District) on all Wastewater Facilities, wherein the contractor guarantees correction of any defects in the work for a period of three years (or five years in the case of lift station and vacuum station pump and motor assemblies) from the date of final DEP certification. This obligation must be secured by a maintenance bond or irrevocable letter of credit, up to the amount of one hundred and ten percent (110%) of actual construction cost.

Section 7.04 System Design; General Criteria.

(i) The District will adopt Minimum Design and Construction Standards and Specifications for Wastewater Systems.

Article VIII. WASTEWATER PRETREATMENT

Section 8.01 Purpose and Policy.

(1) The District will not accept any Wastewater that does not meet the District's standards for acceptance. Prior to accepting Wastewater from any Customer, other than a residential Customer, the District may require that the Customer demonstrate that the Wastewater meets District standards.

(2) The discharge of pollutants harmful to the District's wastewater system structures and biological processes are prohibited. Industrial users may be subject to monitoring and pretreatment requirements.*

(3) The introduction of storm water, ground water, air-conditioning condensate, closed-system cooling water or other uncontaminated water is prohibited. If the introduction of such water is suspected, the District may require the Customer to investigate the cause of the introduction of the water and to make the necessary repairs or modifications to prevent further introduction. The observance of excessive flow or water with elevated conductivity indicating elevated salinity are potential causes to suspect such introduction.

(4) ~~Certain~~Repealed.

(4)

(5) Waste Stream Monitoring. The District may require certain Customers, such as restaurants and others that include food preparation facilities which may produce wastewater containing high levels of ~~fats, oils and greases. Such Customers must install, operate, and maintain grease interceptors meeting the requirements specified by the DOH~~Biochemical Oxygen Demand (BOD), to institute a self monitoring program. The Customer ~~must also install an open channel sampling point downstream~~may be required, at its own expense, to have samples of the ~~grease interceptor and the District's infrastructure. This sampling point must include all~~ wastewater ~~flow from the Customer's property. The District will require testing or may perform testing of the~~ discharge from ~~the grease interceptor. If the discharge from the Customer's property is found to be in its facility collected and analyzed for BOD. The data generated shall be used to determine the Excess Strength Surcharge to be added to the Customer's wastewater bill.~~

(6) Initial Testing. The initial sampling of waste streams which are suspected to be of excess ~~of 100 milligrams per literstrength shall consist~~ of ~~fats, oils and greases, the four separate sampling events conducted over a period of not more than 28 days. Where possible, flow proportioned 24-hour composite samples shall be collected. Otherwise, single grab samples collected at a period of maximum use of the facility may be substituted with~~ District ~~will require that approval. All sampling shall conform to the requirements of Sections 1060 and 5010 of Standard Methods for the Examination of Water and Wastewater. Sampling shall be performed by qualified personnel trained in sampling of waste streams. The District shall be notified of the sampling schedule and shall be afforded the opportunity to witness the sampling. The District, at its discretion, may collect samples concurrently with sampling by the Owner or may collect samples on an independent schedule.~~

* Subsections 8.01(2) – 8.01(4) added by Rule Change #16 on 8/23/06

(7) The samples shall be analyzed for BOD in accordance with Method 5210 B of Standard Methods for the ~~Customer take~~Examination of Water and Wastewater. The 5-Day BOD Test shall be performed by a laboratory currently certified by the ~~necessary steps to reduce~~Florida Department of Health Office of Laboratory Services to perform this analysis. If any of the ~~level to less than 100 milligrams per liter~~testing results fail to meet the Quality Control and Quality Assurance criteria of Sections 1020, 1030 and 5020 of Standard Methods for the Examination of Water and Wastewater, those results shall be discounted and the waste stream re-sampled. When four satisfactory test results are obtained, the average of these four values will be used to establish the initial Extra Strength Surcharge.

~~(4)~~(8) Subsequent Testing. Each facility found to be discharging wastewater of excess strength shall be placed on a monthly sampling schedule. Once each month, the waste stream will be sampled and analyzed according the criteria established above. Each month, the oldest data point will be discarded and the most recent data point included, resulting in a four sample running average. This running average will be recalculated each month to establish the Extra Strength Surcharge for that billing period.

Article IX. Fees and Charges

The District is authorized to impose fees and charges as appropriate to the construction, operation, and maintenance of its Wastewater System. Rates, fees, and charges will be established by the Board.

Section 9.01 Plan Review Fee.

The District provides typical plans and specifications for connection of single-family residences and single unit non-residential buildings with maximum monthly flows of less than 1,000 gallons per day to the District Wastewater Facilities. The District does not charge a fee to review plans or to inspect installations of typical connections by a licensed plumbing contractor.

For all other connections, the District will charge fees according to the following schedule:

(1) Plan review and inspection of multi-family residential connection: $50/dwelling unit with a minimum charge of $250.

(2) Plan review and inspection of non-residential connection: $50/EDU with a minimum charge of $250.

Section 9.02 System Development Charge (SDC).

(1) System Development Charges are established according to Assessment Resolutions adopted by the District. All Assessment Resolutions are attached hereto in Appendix B.

(2) Notwithstanding the provisions of any Assessment resolution, it is the policy of the District to waive SDC's or assessments in certain cases as set forth below:[†]

(i) The owners of all interests in a tax parcel that is assessed under an Assessment resolution may request that the District waive Assessment of a contiguous tax parcel owned by them. The owners must certify that the use of the contiguous tax parcel is subsidiary to the use of the assessed parcel, that the parcel for which waiver is sought will not be improved with structures or facilities that might generate wastewater that will enter the District's wastewater facilities, and that if they later desire wastewater service to the contiguous tax parcel, they agree to pay the full direct and indirect District costs of providing the same. The owners of the assessed tax parcel may apply for waiver under this subsection for more than one tax parcel. For purposes of this subsection, a contiguous tax parcel may be separated by a street or right-of-way from the assessed tax parcel.

(ii) If Monroe County makes a final decision to deny all permits for development of a tax parcel, upon application by the owners of all interests in the tax parcel the District will waive all future assessments of the SDC for that tax parcel.

(iii) If a tax parcel is classified as Tier One, upon application by the owners of all interests in the tax parcel, the District will waive the SDC, or all future assessments of the SDC, for that tax parcel. The owners must certify that if they later desire wastewater service to the contiguous tax parcel, they agree to pay the full direct and indirect District costs of providing the same.

[†] Subsection 9.02(2)(i) – (iii) added by Rule Change #19 on 6/16/09.

Section 9.03 Monthly Customer Fees.

(1) Monthly Customer Fees are adopted in a Rate Resolution, which is attached hereto as Appendix A.

Section 9.04 Pretreatment Fees.

~~Reserved.~~

(1) The wastewater discharge from certain facilities, even when passed through properly sized and maintained grease interceptors, may contain elevated levels of Biochemical Oxygen Demand. A BOD surcharge will be applied to the Customer's sewer bill for wastewater discharges with a BOD in excess of 500 parts per million. The surcharge will be applied by multiplying the monthly volumetric charge by the ratio of the Customer's BOD divided by 375.

Section 9.05 Tampering Charge.

The charges for Tampering are as follows:

(1) Investigation Charge $ 75.00

(2) Tampering Charge $150.00

(3) Repeat Occurrence $300.00

(4) In cases of meter by-pass, or meter reversal, straight connection or other form of Tampering that results in a substantial reduction in the cost of service, the account of the Customer will be back billed based on the estimated amount of wastewater flow not paid for. This estimate will be based upon:

(i) One hundred and fifty percent (150%) of the average water consumption during the previous six (6) Active Account months prior to the time such meter Tampering is estimated to have occurred, or in the event the Customer does not have a history of six (6) Active Account months, one hundred and fifty percent (150%) of the average water consumption for a Customer served by the District with a similar Class of Service during the most recent one (1) year period for which such figures are available;

(ii) When the meter has not been disturbed, the Customer will be back billed for the amount of wastewater flow, as indicated by the water meter, for which payment has not been received by the District.

(5) Any further legal action deemed appropriate will also be pursued, and all costs associated therewith are assessable to and charged to the Customer, including attorney fees.

Section 9.06 Service Charges.

(1) The District will charge a Service Charge for each instance in which Wastewater Service is terminated or in which the District is required to travel to the premises of the Customer to investigate or respond to what is ultimately determined to be a violation of the District rules and regulations.

(2) Service provided between the hours of 8:00 A.M. and 4:00 P.M. during business days will be at the regular Service Charge of $20.00. Service provided at Customer's request between the hours of 4:00 P.M. and 8:00 A.M., or on weekends and holidays, will be at the Emergency Service Charge of $60.00.

(3) Service orders received after 4:00 P.M. on business days will be deemed received on the following business day and processed at the regular service rate, unless emergency service is specifically requested by the Customer.

Section 9.07 Wastewater Main Extension Reimbursements.

(1) Reserved.

Article X. Direct Billing and Payment for Service

Section 10.01 FKAA billing.

The District has entered into a billing agreement with the Florida Keys Aqueduct Authority. In that case, the billing and payment procedures of the FKAA will apply to a Customer who receives potable water through an FKAA meter. For the VERY FEW Customers who do not receive potable water through FKAA meters, the following rules apply.

Section 10.02 Billing Period; Due Date.

(1) Customers will be billed on a monthly basis. Billing will commence upon initiation of Service or the mandatory connection date, whichever is earlier.

(2) Payments for services are due upon rendition of the bill. Non-receipt of a bill by the Customer will not release the Customer from the duty to make reasonable inquiry as to the amount of the bill and prompt payment thereof, on or about its due date, in accordance with the Customer's billing cycle.

Section 10.03 Description of Monthly Billing Charge.

(1) The Monthly billing charges is a flat rate, which appears in the Rate Resolution, Appendix A.

Section 10.04 Returned checks

(1) The District will impose a Returned Check Charge for each dishonored check that is returned by the bank. Only cash, cashier's checks, or money orders will be accepted as payment for checks which have been dishonored. The Customer's account will be annotated upon receipt of a dishonored check. Issuance of two (2) dishonored payments within an eighteen (18) month period will preclude the acceptance of another check for a period of 12 months from date of settlement of the first dishonored check, or bank draft. During this time only cash, cashierscashier's checks or money orders will be accepted for payment.

Section 10.05 Delinquent Accounts.

(1) An account will be considered delinquent if payment for service is not received by the District by the due date. If the due date falls on a weekend or Official Holiday, it will be extended to the next business day. In the event partial payment of a bill is made, that portion of the bill not paid within thirty (30) days of billing will be considered delinquent.

(2) Delinquent Accounts will be charged a Delinquent Account Charge in the amount greater of $4.00 or ten percent (10%) of the total amount that is the delinquent outstanding balance.

(3) Service may be discontinued if the total delinquent amount that is past due is not received by the District within 30 days after the due date.

(4) For service to be restored the Customer must request restoration of service and pay all amounts due, including the applicable service charge.

(5) In the event the account has been final billed as a result of account delinquency, service will not be restored until the Customer has paid all applicable fees, outstanding balances due, and service charges.

(6) Notwithstanding any other provision of these rules, when Wastewater Service is subject to discontinuance (disconnection) or has been discontinued due to account delinquency, the District may restore such Service prior to payment of all amounts due, provided the Customer has entered into a negotiated payment agreement.

(7) Failure to pay amounts due the District within the time designated for payment will result in the District exercising all reasonable business efforts to collect such unpaid amount, including delinquent fees, interest, attorney fees and filing charges.

Section 10.06 Billing Disputes; Mistakes.

(1) In the event of a billing dispute, the Customer must contact the District's Customer Service Office and request an investigation of the account. The District will record the relevant account information, nature of the dispute or alleged mistake and date of contact.

(2) The District will investigate the billing and respond by mail within sixty (60) calendar days. If the response is not satisfactory to the Customer, the Customer may within five (5) business days from the date of mailing request further review by the General Manager, who will respond to the Customer by mail within five (5) business days.

(3) The District will not disconnect service for non-payment of the disputed amount during the period commencing with the request for investigation of the account and ending with a response from the District or the General Manager, provided that the Customer has requested an investigation prior to the Account becoming delinquent. In the event the dispute is resolved against the Customer, the Customer will have five (5) business days to pay the disputed amount, and will thereafter be subject to Disconnection of Service and other charges.

Article XI. Definitions and Construction of Terms

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to these rules; and the term "hereafter" means after, and the term "heretofore" means before the adoption of these rules. Words of one gender include the correlative words of the other gender, unless the sense indicates otherwise. Additionally, the terms set forth below have the following meaning except where the context clearly otherwise requires:

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

"Active Account" means that service exists between an Owner/ Customer and the District, under which the District stands ready to serve and Service is rendered or available on demand and payment for said Service is made or due from the recipient on a Monthly basis.

"Assessment" means a charge or special assessment (sometimes characterized as a non-ad valorem assessment) imposed by the District to fund the Capital Cost of Utility Improvements or the Operating Cost of Related Services, as provided for in District Assessment resolutions.

"Biological Oxygen Demand" or "BOD" means the quantity of oxygen used in the biochemical oxidation of organic matter at a specified time, at a specified temperature, and under specified conditions. It also means a standard test for assessing Wastewater strength expressed in the demand for oxygen for a five-day period as specified in Chapter 62-160, F.A.C.[‡]

"Board" means the Board of Commissioners of the District.

"Building Permit" means an official document or certificate issued by the authority having jurisdiction, authorizing the construction or sitting of any Building. The term "Building Permit" shall also include tie-down permits or other similar authorizations for those structures or Buildings, such as a mobile home or a Boat Slip/Dock/Berth that does not otherwise require a Building Permit in order to be occupied.

"Business Day" means the period of each day from 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding the District's Official Holidays.

"CFR." means the Code of Federal Regulations.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal, or replacement (including demolition, environmental mitigation, and relocation) of Utility Improvements related to a capital project.

"Code of Federal Regulations" refers to the codification of the general and permanent rules published in the Federal Register by the Executive Departments and Agencies of the Federal Government.

"County" means Monroe County, a political subdivision of the State of Florida.

"Cross-Connection" means any physical arrangement whereby a water supply is connected, directly or indirectly, with any other system capable of imparting contamination to the supply as the result of backflow.

[‡] Definition added by Rule Change #16 on 8/26/06

"Customer" means any Person that accepts or receives Wastewater Service.

"DEP" means the State of Florida Department of Environmental Protection.

"DOH" means the State of Florida Department of Health.

"DOT" means the State of Florida Department of Transportation.

"Day" means one (1) twenty-four (24) hour period.

"Delinquent Account" or "Delinquency" means that for the Active Account, payments for satisfaction of some or all past and current fees and charges are past due by at least two bill payment cycles of said Active Account, but Service has not yet been discontinued.

"Delinquent Account Charge" means the charge billed customers when all or part of the payment on their account has become delinquent. The Delinquent Account Charge is based on the outstanding balance as shown in Section 10.04.

"Delinquent Account Reactivation Fee" means a charge to be based on the estimated cost of activities associated with such reactivation. See Section 10.05(4).

"Department of Environmental Protection" means the State of Florida Department of Environmental Protection.

"Department of Health" means the State of Florida Department of Health.

"Department of Transportation" means the State of Florida Department of Transportation.

"Developer" means a Person developing property for resale, rental, or lease, to which Wastewater Service may be provided by the District.

"District" means the Key Largo Wastewater Treatment District.

"Discharge" means the introduction of Pollutants into a Wastewater System from any source, directly or indirectly, by means of pipes, conduits, pumping stations, ditches, or tank trucks, and all constructed devices and appliances appurtenant thereto.

"Easement" means any legal right for the specific use of land owned by others.

"Enforcement" means actions taken in response to noncompliance with or violation of these rules or any other applicable rules, regulations, ordinances or laws.

"Environmental Protection Agency" or "EPA" means the United States Environmental Protection Agency.

"Existing Source" means any building, structure, facility, or installation from which there is or may be a Discharge, the construction of which began before promulgation of Pretreatment Standards applicable to such source.

"F.A.C." means the Florida Administrative Code.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed as the Fiscal Year for the District.

"Force Main" means a pipe owned by the District and used to transmit Wastewater from a pump station to a treatment facility.

"General Manager" means the General Manager of the District.

"KLWTD" means the Key Largo Wastewater Treatment District.

"Minimum Design and Construction Standards and Specifications" means the engineering design and construction specification demands of the District related to Wastewater facilities constructed by any Developer, Owner, Customer or User, which are adopted by reference in these rules.

"OSTDS" see Onsite Sewage Treatment and Disposal System.

"Official Holidays" means the following holidays: New Year's Day, Birthday of Martin Luther King, Jr. (third Monday in January), Memorial Day, Independence Day, Labor Day, Veterans' Day (November 11), Thanksgiving Day, Friday after Thanksgiving, Christmas Day. If any holiday falls on a Saturday, the holiday shall be observed on the preceding Friday; if any holiday falls on a Sunday, the holiday shall be observed on the next Monday.

"On-Site Treatment and Disposal System" or "OSTDS" means a Wastewater Treatment System utilizing subsurface effluent disposal (absorption field or Class V injection well) such as a conventional septic tank, aerobic treatment unit, on-site wastewater nutrient reduction system, package sewage treatment facilities.

"Operating Cost" means all or any portion of the expenses that are properly attributable to providing Services under generally accepted accounting principles.

"Owner" means a Person who is the record owner of any Premises.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, private or governmental, as the context may require.

"Point of Service" means: the point where the District's Wastewater Facilities connect to Customer-installed, owned, operated and maintained facilities. The Point of Service shall generally be at the point where the Building gravity Wastewater Service Lateral intersects the right-of-way line or, in the event a utility easement exists adjacent to the right-of-way line, at the point where the Building Wastewater Service Lateral intersects the utility easement line furthest from the main.

"Pollutant" means any dredged spoil, solid waste, incinerator residue, Wastewater, garbage, Wastewater Sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt or industrial, municipal, or agricultural waste discharged into water.

"Premises" means any and all real property and tangible personal property affixed to real property served or capable of being served by the District as a result of the existence of a Service Connection.

"Pretreatment" means reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in Wastewater prior to or in lieu of discharging or otherwise introducing such Pollutants into a Wastewater Collection or Treatment System.

"Related Service" means the operation and maintenance of a Utility Improvement.

"Returned Check" or "Bank Draft"" charge is a charge based on the estimated administrative cost of collecting the amount due from the tendered check or bank

draft that was not honored by the payer's bank as provided by Chapter 832.07, Florida Statutes.

"SDC" see System Development Charge.

"Service" means the readiness to accept or the acceptance of Wastewater from a Customer at a Point of Service by the District.

"Service Charge" means the charge assessed customers, per event, when the District travels to the premises or for administrative processing by the District.

"Service Connection" means the physical attachment of the District's facilities to those facilities of any property through which Wastewater Service is deliverable.

"Service Initiation" means the date the customer begins to receive services through a Wastewater connection or the date that service is available in a newly constructed wastewater system.

"Service Installation Fee" shall be based on the estimated cost of activities associated with construction of a Wastewater Service Lateral.

"Service Lateral" means the pipe which connects the District's collection facilities to the Service Connection at the Point of Service. Said pipe is typically situated on private property and is owned, operated and maintained by the Owner.

"Service Line" means that portion of the Sewer System that extends beyond the end of the building drain and conveys Wastewater to a public, private, or individual Wastewater Collection System, or other point of disposal. In cases where the building is served by a Vacuum Sewer, the Building Sewer shall include the gravity line to the vacuum valve collection sump constructed within the public right-of-way or an Easement.

"Service Unit" means Premises, an area, or a module or modules consisting of a delineated space, or an enclosure of one (1) or more spaces or rooms with either appurtenant or common or public bathroom facilities or installations of other Wastewater generating fixtures, and used for a single residential or non-residential use. Service Units fall into the general categories of Permanent, Boat Slip/Dock/Berth, and Mobile.

"Sewer" means any pipe, conduit, or other device used to collect and transport Wastewater and from which storm water, surface water, and groundwater are generally excluded. As the context requires, the term is synonymous with the term Wastewater or other terms incorporating such term therein.

"Sludge" means any solid or semisolid waste generated from a Wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of the treated effluent from a Wastewater treatment plant.

"State" means the State of Florida.

"System Development Charge" is a charge to new Customers and to existing Customers who modify, add, or construct facilities that impose a potential increased demand on the District's Wastewater Facilities. The SDC is in addition to any amount that may be expended by the Owner/Customer for system improvements and other fees required by the District.

"Tampering" means any willful alteration or interference with a water meter or Wastewater system components and facilities owned by the District, except for

turning the valve associated with the water meter for the purpose of temporary disconnection of service. Tampering includes obtaining unauthorized Service to a Premises or location.

"User" means any Person responsible for the Discharge of Wastewater into a Wastewater System.

"Utility Improvement" means a capital improvement constructed or installed by the District for the special benefit of a neighborhood, district, or other benefited area.

"Wastewater" means liquid and water-carried industrial, domestic, medical, food, superfluous solid, gaseous material, holding tank or other wastes from residences, commercial establishments or manufacturing facilities, whether treated or untreated, which are Discharged into a Wastewater System.

"Wastewater Collection System" means a system for carrying wastewater including but not limited to, domestic, industrial, medical, holding tank or other waste, to which storm, surface, and groundwater are not intentionally admitted.

"Wastewater Facilities" or "Wastewater System" means the system comprised of all structures, equipment, and processes required to collect, carry away, and treat domestic, industrial, medical, holding tank and other wastes and dispose of the effluent.

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