RESOLUTION NUMBER NO. 39-12-13

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING RESOLUTION NO. 65-10-12, THE "2012 GRINDER PUMP RESOLUTION," WHICH RELATES TO THE PROVISION, INSTALLATION, AND MAINTENANCE OF LOW PRESSURE COLLECTION ("GRINDER PUMP") SYSTEMS ON UNIQUE RESIDENTIAL PARCELS; ESTABLISHING THE TERMS, CONDITIONS, AND RESPONSIBILITIES OF PARCEL OWNERS AND THE DISTRICT WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION MAY BE REFERRED TO AS THE "2013 GRINDER PUMP RESOLUTION," AND SUPERSEDES RESOLUTION NUMBER 65-10-12 ("2012 GRINDER PUMP RESOLUTION") DATED SEPTEMBER 2, 2012, IN ITS ENTIRETY.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Key Largo Wastewater Treatment District, as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.01. DEFINITIONS:

As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Access Point" means the point where the household's existing wastewater pipe exits the Dwelling Unit and will be connected to the Gravity Service Line running to the Grinder Pump System.

"District" means the Key Largo Wastewater Treatment District and its commissioners, employees, inspectors, contractors, representatives, and agents.

"Dwelling Unit" means a single unit designated or intended for one-family occupancy (a household of one or more persons), including, but not limited to, a detached single-family house, one-half of a duplex, an apartment, a residential condominium unit (whether in a single-unit building or a multiple-unit building), a mobile home or recreational vehicle space not regulated under Chapter 513, F.S.

"Easement Area" means a certain portion of a Unique Residential Parcel as defined in the Easement Grant, to which the District shall have access for the purpose of maintaining the Grinder Pump System in accordance herewith. The exact location of said Easement Area is to be determined during the Pre-Construction Meeting between the District and the Participating Owner.

"Easement Grant" means the formal document executed by the Participating Owner(s), and filed in the Office of the Clerk of Monroe County, granting and conveying to the District a *Temporary Construction Easement* and a *Permanent Utility Easement*, over, in, across, and under the Parcel on which the District will install and maintain a Grinder Pump System for sanitary sewer service in accordance with this Resolution.

"Gravity Service Line" means the gravity lateral pipe that the District will install on the Parcel, connecting the existing wastewater pipe coming out of the home to the Grinder Pump System. This said Gravity Service Line will become the property of the Owner and it will be the responsibility of the Owner to maintain it in accordance herewith.

"Grinder Pump System" means a low-pressure sewer service system for use on Residential Unique Parcels consisting of an individual simplex grinder pump, electrical connections, low-pressure sewer lines, and other appurtenances but shall exclude the Gravity Service Line.

"Low-Pressure Lateral Pipe" means the small-diameter pipe that connects the Grinder Pump System to the District's force main sewer line in the public right-of-way. This line will remain the property of the District.

"Owner" or **"Owners"** means the person, persons or entity holding legal title to the Residential Tax Parcel upon which the Grinder Pump System will be installed.

"Parcel" means the tract or plot of land located in Monroe County, Florida, upon which the Grinder Pump System will be installed and maintained by the District pursuant to this Resolution.

"Participating Owner" or **"Participating Owners"** means the Owner or Owners of a Parcel which is participating in the Residential Unique Parcel Project.

"Permanent Utility Easement" means a non-exclusive easement granting the District such access to the Easement Area as is reasonably necessary to repair and maintain the Grinder Pump System in accordance with the provisions of this Resolution, as same may from time to time be amended; and granting the District complete access to the Easement Area at any time, 24-hours per day, in the event of an emergency.

"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.

"Pre-Construction Meeting" means a formal consultation between the District and the Participating Owner(s) during the pre-construction period, for the purpose of establishing and marking the location of the grinder pump, the electrical connections, the low-pressure sewer lines, and other appurtenances.

"Premises" means any and all real property and tangible personal property affixed to real property served or capable of being served by the District.

"Residential Tax Parcel" means a Tax Parcel improved with a structure or structures that are comprised exclusively of Dwelling Units and their appurtenances such as garages, sheds, swimming pools, and boat docks.

"Residential Unique Parcel" means a single-family Residential Tax Parcel that cannot connect to the District's sanitary sewer system by means of a gravity connection and which must tie directly into the District's force main via a Grinder Pump System.

"Residential Unique Parcel Project" means the program adopted by the District with respect to the provision, installation, and maintenance of Grinder Pump Systems on Residential Unique Parcels within the District service area.

"**System Development Charge**" or "**SDC**" means the District's charge to each Owner of Property. The SDC is expected to recover approximately 40% of the Capital Costs related to the construction of the Wastewater Management Facilities as outlined in Resolution No 37-05-12 as same may from time to time be amended.

"**Tamper**" or "**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.

"Tax Parcel" means a Parcel of real property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Temporary Construction Easement" means a non-exclusive easement granting the District access to the Residential Unique Parcel for the initial construction and installation of the Grinder Pump System and for other construction purposes reasonably related thereto. Such grant includes access during normal business hours to conduct all studies, tests, examinations, and surveys necessary to design, construct, and install the Grinder Pump System.

SECTION 1.02. INTERPRETATION:

A. Unless the context indicates otherwise, the terms "hereof," "hereby," "herein," "hereto," "hereunder," and similar terms refer to this Resolution; the term "hereafter" means after the effective date of this Resolution; the term "heretofore" means before the effective date of this Resolution.

B. Unless the context indicates otherwise, wherever used herein, the terms "Owner" and "District" include all parties involved and their respective heirs, legal representatives, successors and assigns; words of any gender include the correlative words of the other gender; words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

ARTICLE II
FINDINGS

SECTION 2.01. FINDINGS:

It is hereby ascertained, determined, and declared that:

A. Pursuant to the Key Largo Wastewater Treatment District Act (Chapter 2002-337, Florida Statutes), as amended, and the Uniform Special District Accountability Act of 1989 (Chapter 189, Florida Statutes), the District possesses, among other powers, the powers to:

1. Perform such acts as shall be necessary for the sound planning, acquisition, development, operation, and maintenance of a wastewater management system within the District, including all business facilities necessary and incidental thereto;

2. Adopt resolutions and policies as necessary for implementation, regulation, and enforcement, consistent with the purposes of the District;

3. Plan, develop, purchase or otherwise acquire, construct, reconstruct, improve, extend, enlarge, equip, repair, maintain, and operate any wastewater management system and facilities within the territorial limits of the District; and

4. Do all acts or things necessary or convenient to carry out the powers expressly granted in the Key Largo Wastewater Treatment District Act.

B. On or about March 6, 2012, the District's Board of Commissioners adopted a resolution establishing the "Residential Unique Parcel Project," for the purpose of providing, installing, and maintaining simplex Grinder Pump Systems on the Residential Unique Properties of Participating Owners within the District service area.

ARTICLE III
GENERAL PROVISIONS

SECTION 3.01. GENERAL PROVISIONS:

In order to participate in the District's Residential Unique Parcel Project, Owners of Residential Unique Parcel must:

A. Execute an Easement Grant, conveying and granting to the District:

   a. A non-exclusive *Temporary Construction Easement*, and
   b. A non-exclusive *Permanent Utility Easement*.

B. Agree to pay a System Development Charge in accordance with Resolution Number No 25-08-13, as same shall from time to time be amended, covering the costs of wastewater treatment plant capacity, force main pipe capacity, wastewater system connection and Grinder Pump equipment, installation and maintenance.

C. Execute an *Acknowledgement of Intent to Participate.*

D. Provide sufficient contact information to the District. This may be accomplished by executing a *Unique Project Contact Form.*

ARTICLE IV
LOCATION OF FACILITIES

SECTION 4.01. LOCATION OF EASEMENT AND GRINDER PUMP SYSTEM:

A. Prior to installation of the Grinder Pump System, the Participating Owner shall provide the District access to the Parcel during normal business hours to conduct all studies, tests, examinations, and surveys necessary to design and construct the Grinder Pump System and related improvements.

B. The Grinder Pump System shall be constructed and installed by the District over, under, in, along, across, and upon the Easement Area.

C. The District will make all reasonable attempts to construct the Grinder Pump System along the shortest and/or most cost-efficient route.

D. Prior to construction, the District shall have a Pre-Construction Meeting with the Participating Owner for the purpose of establishing and marking the location of the grinder pump, the electrical connections, the low pressure sewer lines, and appurtenances.

E. The exact location of the Easement shall be determined by the mutual consent of the parties at the time the Grinder Pump System is installed.

ARTICLE V
CHANGES

SECTION 5.01. CHANGES:

A. If the Participating Owner desires to change the location of the grinder pump, connections, lines, or appurtenances:

1. The Participating Owner must make a written request for the changes within three (3) business days of the Pre-Construction Meeting with the District, and

2. The Participating Owner must provide a drawing indicating the location of desired changes.

B. Within ten (10) business days after receiving the written request for the changes, the District will either:

1. Deny the request and provide the Participating Owner with an explanation of the nature of the denial, or

2. Conditionally approve the request pending a cost analysis.

C. Upon conditional approval, the District will, within a reasonable amount of time, solicit bids in accordance with the District's purchasing policy to obtain estimates of the cost of the requested change.

1. If such costs are two hundred dollars ($200) or less, the District will provide final approval and may, in the District's sole discretion, accommodate the requested change for the Participating Owner at no cost.

2. If such costs are greater than two hundred dollars ($200), the Participating Owner must agree to pay for the cost of such change in order to receive final approval.

3. In no case will the District pay more than two hundred ($200) for aggregated changes that have been requested by the Participating Owner of a Unique Residential Parcel.

D. With respect to any change:

1. The grinder pump and electrical service connection must be located as set forth in "ARTICLE VII, SECTION 7.02. (ELECTRICAL CONNECTION AND COSTS)" below.

2. Upon completion of the installation, the District will provide an "as-built" drawing showing the location of the grinder pump and associated facilities installed by the District.

ARTICLE VI
ACCESS

SECTION 6.01. ACCESS TO PARCEL:

A. In accordance with the Easement Grant, District employees, inspectors, contractors, representatives, and agents shall be given access to the Parcel for the purpose of surveying, planning, constructing, installing, maintaining, and operating a Grinder Pump System, and for other purposes reasonably related to the construction and maintenance of the Grinder Pump System.

B. Following installation of the Grinder Pump System, the District, and its employees, inspectors, contractors, representatives, and agents shall be given such access to the Easement Area as is reasonably necessary, to maintain and repair the Grinder Pump System; and shall be given complete access to the Easement Area, at any time, 24-hours per day, in the event of an emergency.

1. The District shall use good-faith in attempting to notify Participating Owners:

    a. at least 24 hours in advance of its intent to access the Easement Area for non-emergency maintenance of the Grinder Pump System.

    b. of its intent to access the Easement Area for emergency service or repair of the Grinder Pump System but shall not be required to do so.

2. Where prior notification is not practical, the District shall notify Participating Owners within 24 hours after accessing the Easement Area.

3. Acceptable methods of notification include direct mail, electronic mail (e-mail), oral (either telephonically, in person or by leaving a voicemail), facsimile or by leaving written notification visibly on the front door or gate of the Participating Owner's property where access is or was required. It is the responsibility of the Participating Owner to ensure that the correct mailing address, electronic mail address, and telephone numbers are reported to, and are on file with, the District.

C. All District employees, inspectors, contractors, representatives, or agents shall identify themselves as such and shall display proper District credentials when seeking access to the Parcel or the Easement Area, in accordance with the provisions of this section.

D. District employees, inspectors, contractors, representatives, and agents are, and shall be considered to be, invitees of the Owner, and shall be warned of, and protected from, known dangerous conditions and animals in accordance with Section 8.04 C. and the general laws of the State of Florida.

SECTION 6.02. ACCESS TO STRUCTURE(S):

A. The District's right of access shall not include the right to enter any structure located on the Parcel.

B. In the event that District employees, inspectors, contractors, representatives, or agents require access to the interior of any structure on the Parcel for the purposes of providing any services related to the provisions of this Resolution, the District shall obtain advance permission to enter from at least one Owner prior to any entry for such purposes.

ARTICLE VII
SERVICE PROVISIONS

SECTION 7.01. DISTRICT'S RIGHT TO SERVICE AND MAINTAIN SYSTEM:

A. In accordance with the Easement Grant, the Participating Owners of Residential Unique Parcels shall allow and grant District employees, inspectors, contractors, representatives, and agents access to the Easement Area.

B. Such access shall be granted to allow the District to service, maintain and repair Grinder Pump Systems.

C. In the event the Grinder Pump System or any part thereof requires repairs or service as a result of normal wear and tear, the District will repair such damage at no cost or expense to the Participating Owner.

D. The District shall provide maintenance and repairs to the Gravity Service Line for any repairs incidental to the installation of the Grinder Pump System for a period not to exceed one (1) calendar year from the date of acceptance by the Participating Owner.

1. At the end of this said one-year period, it shall be the sole responsibility of the Participating Owner to maintain and repair the Gravity Service Line (including the anti-backflow device).

2. The District shall not be responsible for any direct or consequential damage arising from any failure of the Gravity Service Line (including the anti-backflow device) or of the household plumbing.

E. The District shall NOT be responsible for maintenance or repair of any household plumbing.

SECTION 7.02. ACCESS POINT:

A. The Participating Owner shall provide, at Participating Owner's own cost and expense, an Access Point for connecting the Gravity Lateral Pipe portion of the Grinder Pump System to the household plumbing system serving and servicing the Premises.

1. Such Access Point must be located so as to allow connection without unreasonable additional site work or cost to the District.

2. The suitability of the Access Point shall be determined by the District, during the Pre-Construction Meeting with the Participating Owner.

SECTION 7.03. ELECTRICAL CONNECTION AND COSTS:

A. The Grinder Pump System requires 220 volt electrical service.

1. The Participating Owner shall provide, at Participating Owner's own cost and expense, a 220 volt electrical service connection, rated at 30Amps.

2. Such electrical service connection must be located within a reasonable distance from the point where the sewer line exits the structure, which distance shall be determined by the District, during the Pre-Construction Meeting with the Participating Owner.

B. The Participating Owner shall allow the District to connect the Grinder Pump System to the Parcel's electrical system.

C. The Participating Owner shall be responsible for, and shall pay, the full cost of the electricity needed to power the Grinder Pump System.

SECTION 7.04. RESTORATION OF PROPERTY:

A. The District will exercise reasonable care to minimize the disruption of surface vegetation and physical, non-vegetative improvements in connection with installation, repair, and maintenance of the Grinder Pump System.

B. If, in the course of the installation of the Grinder Pump System or in the course of any repairs or maintenance performed by the District in accordance herewith, the District or any District employee, inspector, contractor, representative, or agent damages vegetation or non-vegetative improvements which are located on the Participating Owner's Parcel, outside of the Permanent Easement area and public right-of-way, the District will bear, and will be responsible for, the cost of:

1. Replanting, reseeding, or re-sodding the damaged vegetation, and

2. The reasonable cost of repair or replacement of the non-vegetative improvements damaged in the course of such installation, repairs, or maintenance.

C. If, in the course of any repairs or maintenance of the Grinder Pump System performed by the District in accordance herewith, the District or any District employee, inspector, contractor, representative, or agent damages vegetation or non-vegetative improvements which are located on the Participating Owner's Parcel, within the Permanent Easement area or the public right-of-way, the District will bear, and will be responsible for:

1. The cost of such restoration, replanting, reseeding, or re-sodding of the damaged vegetation as is deemed to be reasonable and practicable, in the sole discretion of the District.

2. The cost of repair or replacement of non-vegetative improvements and special vegetative improvements installed by the property Owner which may become damaged in the course of such repairs or maintenance shall be at the expense of the property Owner.

3. It shall be the responsibility of the property Owner to take such steps as are necessary to remove or temporarily transplant non-vegetative improvements and special vegetative improvements prior to District repairs or maintenance.

ARTICLE VIII
OWNER'S DUTIES, DAMAGE TO FACILITIES, AND TAMPERING

SECTION 8.01. OWNER'S DUTY TO PROTECT DISTRICT PROPERTY:

A. In accordance with Section 3.05 of the District's General Rules and Regulations, as same shall from time to time be amended, the Owner shall be required to exercise due care to protect any District Wastewater facilities that are located on the Owner's Parcel.

B. The Owner shall not allow anyone access to any such facilities, except the District's agents or Persons otherwise authorized by law, each of whom will first display to the Owner identification and evidence of authorization for entry.

SECTION 8.02. DAMAGE TO FACILITIES:

A. In the event any of 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.

B. 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 Owner, its agents, invitees, assignees or any third party lawfully occupying the premises, the total cost of replacing such loss or repairing such damage will be charged to the Owner at cost.

SECTION 8.03. OWNER'S DUTY NOT TO TAMPER WITH DISTRICT FACILITIES:

A. In accordance with section 3.06 of the District's General Rules, as same shall from time to time be amended, the Owner is prohibited from tampering with District Wastewater System components or facilities, including the Grinder Pump System installed on the Owner's Parcel.

B. The Owner shall be responsible for any Tampering, including Tampering by or caused by Owner's agents or other Persons lawfully occupying or using the Premises, whether such Tampering occurs with or without the Owner's consent.

C. The Owner must promptly report any Tampering to the District.

D. The Owner may incur charges and penalties for any such Tampering in accordance with section 9.05 of the General Rules and Regulations of the Key Largo Wastewater Treatment District, as same shall from time to time be amended

SECTION 8.04. ADDITIONAL RESTRICTIONS ON OWNER:

A. The Owner shall not erect or maintain any building, structure, or improvement, over, under, in, along, or upon the Easement Area.

B. The Owner shall not develop, landscape, or beautify any part of the Easement Area:

1. In any way that might cause damage to or interfere with the Grinder Pump System to be placed therein, or

2. Which would unreasonably or materially increase the costs to the District of installing, maintaining, or repairing the Grinder Pump System or, of restoring any part of the property area after such installation.

C. The Owner shall exercise due care to protect District employees, inspectors, contractors, representatives, and agents from foreseeable dangerous conditions that can result in injury.

1. Such foreseeable dangerous conditions include, but are not limited to, the presence on the Parcel of a dog or other domestic animal as defined by section 585.01(10) of the F.S.

a. Pursuant to section 767.01, F.S., Owners of dogs are liable for any damage to a person or to any animal caused by their dog.

b. Pursuant to section 767.04, F.S., the Owner of any dog that bites a District employee, inspector, contractor, representative, or agent is liable for damages suffered by the person(s) bitten, regardless of the former viciousness of the dog or the Owners' knowledge of such viciousness.

2. Such due care shall include, but shall not be limited to:

a. Maintaining the Easement Area in a reasonably safe condition.

b. Protecting against, or warning of, any dangers about which the Owner has knowledge or should have knowledge.

c. Warning about the presence of domestic animals pursuant to section 767.04, F.S.

SECTION 8.05. OWNER'S COMPLIANCE AND COOPERATION:

A. In accordance with section 3.09 of the District's General Rules and Regulations, the Owner must comply with the General Rules and Regulations of the Key Largo Wastewater Treatment District, as duly adopted or as same may from time to time be revised or amended.

B. The Owner shall execute such other documents and perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this Resolution.

ARTICLE IX
MAINTENANCE AND REPAIR PROVISIONS

SECTION 9.01. ONLY DISTRICT EMPLOYEES:

A. The Owner shall allow and permit ONLY District employees, inspectors, contractors, representatives, and agents to maintain, repair, and/or service the Grinder Pump System.

B. Maintenance, repair, or service by any Person or entity other than District employees, inspectors, contractors, representatives, or agents shall be considered Tampering.

SECTION 9.02. OPERATION AND MAINTENANCE:

A. The District shall be responsible for the operation and maintenance of Grinder Pump Systems installed on Residential Unique Parcels as required by applicable DEP rules and regulations and as provided for in this Resolution.

B. Prior to taking any action to materially alter the District's responsibility for the operation and maintenance of Grinder Pump Systems installed on Residential Unique Parcels, the District shall, in accordance with SECTION 11.01.C., notify Participating Owners of such proposed action and shall give them the opportunity to comment and be heard.

SECTION 9.03. DISTRICT'S RIGHT TO TERMINATE MAINTENANCE AND REPAIR

A. Consistent with, and if permitted by, applicable rules, laws and regulations, the District may, in its sole discretion, and upon thirty (30) days' written notice to the Participating Owner, cease all maintenance, repair, and service of the Grinder Pump System installed on that Participating Owner's Parcel in the event of the happening of any one of the following:

1. A breach by the Owner, of the provisions of this Resolution, as same shall from time to time be amended, including but not limited to the intentional, negligent, or accidental abuse or misuse of the Grinder Pump System, or

2. Tampering by the Owner, or

3. The failure of the Owner to allow the District access to the Easement Area and/or the Grinder Pump System, or

4. Any other actions by the Owner that shall, in the sole discretion of the District, constitute good cause.

B. If the District shall so terminate its maintenance, repair, and service of the Grinder Pump System installed on an Owner's Parcel:

1. The District may, in its sole discretion, transfer ownership of the said Grinder Pump System, as well as all of the improvements, machinery, and equipment installed by the District in the Easement area, to the Owner or his successors.

2. The District may, in its sole discretion, , within a reasonable time after receiving written request from the Owner, abandon the District's Permanent Utility Easement, together with any and all easement rights granted by that said Permanent Utility Easement.

3. The District may, in its sole discretion and upon thirty (30) days' written notice to the Owner, require the Owner to pay the outstanding balance of the full cost of the Grinder Pump System. This said outstanding balance shall be computed by subtracting any principal payment amounts already paid from the full cost of installing the Grinder Pump System. This said outstanding balance shall be assessed against the Parcel, and shall be paid by the Owner in accordance with District policies, rules, and resolutions.

4. The District may, in its sole discretion and upon thirty (30) days' written notice to the Owner, require the Owner to bear full responsibility for the cost of the operation, repair and maintenance of

the Grinder Pump System and all the improvements, machinery and equipment installed by District in the Easement area.

5. If the District has terminated its operation and maintenance of a Grinder Pump System, the Owner shall maintain and operate the Grinder Pump System in accordance with all applicable laws, rules, and regulations, including applicable DEP rules and regulations.

6. If, after termination of the District's operation and maintenance of a Grinder Pump System, the Owner shall ask the District to remove any of the improvements, machinery, or equipment installed by the District in the Easement area, the District shall have the option, but not the obligation, to do so and, if so, the Owner shall bear all associated costs.

7. These remedies are in addition to any other remedies permitted by law.

C. A Participating Owner who has received notice that the District plans to cease all operation, maintenance, repair, and service of the Grinder Pump System installed on that Participating Owner's Parcel may request a public hearing before the Board of Commissioners to appeal that decision by contacting the District Clerk through the District offices. Such request must be made in writing and submitted before the end of the thirty (30) day notice period.

SECTION 9.04 OWNER'S RIGHT TO TERMINATE MAINTENANCE AND REPAIR

A. If permitted by applicable DEP rules and regulations, the Districts' obligation and right to maintain, repair, and service the Grinder Pump System may be terminated by the Owner, at any time, without cause and for any reason or for no reason, upon thirty (30) days' prior written notice to the District. If DEP approval is required, such approval shall be obtained by the Owner at the Owner's expense.

B. If the Districts' obligation and right to maintain, repair, and service the Grinder Pump System is terminated by the Owner:

1. The Owner shall have full responsibility for the cost of the operation, maintenance, repair, and service of the Grinder Pump System and all of the improvements, machinery and equipment installed by District in the Easement area.

2. The Owner shall have full responsibility for the operation, maintenance, repair, and service of the Grinder Pump System in accordance with all applicable District and DEP laws, rules, and regulations.

3. The Owner shall be responsible for all unpaid low-pressure equipment charges as defined in Resolution No 25-08-13 as may be amended from time to time.

4. If the District receives a written request from the Owner to remove any or all of the improvements, machinery, or equipment installed by the District in the Easement area, the District shall have the option, but not the obligation to do so and, if so, the Owner shall bear all associated costs.

ARTICLE X
NON-AD VALOREM ASSESSMENTS AND CHARGES

SECTION 10.01. NON-AD VALOREM ASSESSMENTS AND CHARGES:

A. The District's authority to levy non-ad valorem assessments and to charge monthly charges for provision of wastewater service to the Owner's parcel shall not be altered, diminished, or otherwise affected by the provisions of this Resolution.

B. The District shall levy such assessments and impose such charges on Residential Unique Parcels participating in the Residential Unique Parcel Project in the same manner as such assessments and charges are levied and imposed on similarly situated Tax Parcels.

ARTICLE XI
NOTICES

SECTION 11.01. NOTICES:

A. The Owner shall provide notice, in writing, of the provisions of this Resolution, as same may from time to time be amended, to any and all Persons who claim or may have an interest in the Premises, to any and all Persons who may be tenants, occupants or users of the Premises, and to all other Persons or entities connected to use of the Premises, including but not limited to real estate professionals, developers, builders and contractors.

B. Any notice permitted or required by this Resolution, as same may from time to time be amended, shall be deemed received, if hand delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address.

C. Prior to the adoption of any amendment to, or replacement or rescission of, this "2013 GRINDER PUMP RESOLUTION," the District shall provide at least thirty (30) days' notice of such proposed action in a notice published in a newspaper of general circulation, published in Monroe County, Florida.

ARTICLE XII
COVENANTS AND PROVISIONS RUNNING WITH THE LAND

SECTION 12.01. EASEMENT GRANT:

A. The Participating Owner shall execute an Easement Grant, which shall be filed in the Office of the Clerk of Monroe County, granting and conveying to the District a *Temporary Construction Easement* and a *Permanent Utility Easement*, over, in, across, and under the Participating Owner's Parcel on which the District will install and maintain a Grinder Pump System for sanitary sewer service in accordance with this Resolution.

B. Said Easement Grant shall run with the land and shall bind the Owner, their successors and assigns.

SECTION 12.02. INCORPORATION OF RESOLUTION PROVISIONS:

A. The provisions of this"2013 GRINDER PUMP RESOLUTION," as same may from time to time be amended, shall be incorporated by reference into the said Easement Grant.

B. The provisions of this"2013 GRINDER PUMP RESOLUTION,", as same may from time to time be amended, shall run with the land and shall bind the Owner, their successors and assigns as if fully set forth in the said Easement Grant.

C. All persons claiming by, through, or under the Owner shall be taken to hold, agree and covenant to conform to and observe the Easement Grant and the provisions this Resolution, as same may from time to time be amended.

SECTION 12.03. NOT PERSONALLY BINDING:

No covenant, reservation, or restriction contained in the Easement Grant, nor any provision of this Resolution shall be personally binding on the Owner or their successors or assigns except in respect to breaches committed during their ownership of said land, and the District shall have the right to enforce the observance thereof in any court of competent jurisdiction.

ARTICLE XIII
RELEASE AND WAIVER OF LIABILITY

SECTION 13.01. RELEASE AND WAIVER OF LIABILITY:

A. After one (1) calendar year from the date of acceptance of the Grinder Pump System by the Participating Owner, it shall be the sole responsibility of the Participating Owner to monitor, repair, and maintain the Gravity Service Line between the house and the Grinder Pump System (including the anti-backflow device),; and the District shall not be responsible for any damage or loss (whether direct, indirect or consequential) caused by any failure of these items or caused by any failure of the Owner to monitor, repair, or maintain these items.

B. It shall be the Owner's responsibility to promptly notify the District of any malfunction of the Grinder Pump System or any failure of the Grinder Pump System to function properly; and the District shall not be responsible for any damage or loss resulting from the Owner's failure to so notify the District.

C. The Owner shall assume full responsibility for, and releases, waives, and discharges the District from, any and all damages, claims, costs, or liability for all indirect, consequential, or incidental loss or damage, arising out of or in any way related to, this Resolution or the Easement Grant, or on account of the installation, operation, maintenance, repair, or replacement of the Grinder Pump System, or the failure of the Grinder Pump System to adequately service the Parcel.

D. The Owner shall release, waive, and discharge the District, its commissioners, officers, servants, agents, and employees from any and all damages or claims, alleged or real, incurred by Owner by reason of any diminution of the value of the property arising out of this Resolution or on account of the Easement Grant or the utilities to be constructed.

E. No provision of this Resolution is intended to prevent any Person who has suffered any loss as the result of the negligent or wrongful act or omission of any contractor, their employee(s), representative(s) or agent(s) from having a cause of action as shall be otherwise permitted by law.

F. Nothing contained herein shall constitute or be construed as a waiver by the District of its sovereign immunity granted under s. 768.28, F.S. or as an extension of the District's liability beyond the limits established under s. 768.28, F.S.

ARTICLE XIV
CONFLICTS

SECTION 14.01. CONFLICTS:

In the event that any portion of this Resolution, or application thereof, conflicts with any state or federal law, such state or federal law shall prevail.

ARTICLE XV
EFFECTIVE DATE

SECTION 15.01. EFFECTIVE DATE:

This Resolution shall take effect immediately upon its adoption by the District.

RESOLVED AND ADOPTED THIS 10th DAY OF DECEMBER 2013

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

	AYE	NAY
Commissioner Robert Majeska	X	
Commissioner Andrew Tobin	X	
Commissioner Norman Higgins	X	
Commissioner David Asdourian	X	
Commissioner Steven Gibbs	X	

The Chairman thereupon declared Resolution No. 39-12-13 duly passed and adopted the 10th day of December, 2013.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _____
Chairman Steven Gibbs

ATTEST:

_____
Carol Walker, District Clerk

SEAL

Approved as to form and legal sufficiency

_____
General Counsel, Ray Giglio