

**RULES OF THE  
NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT  
CHAPTER I  
ESTABLISHING WATER, IRRIGATION WATER, WASTEWATER AND SOLID WASTE  
OPERATIONS USER RATES, FEES AND CHARGES AND  
OPERATING POLICIES AND PROCEDURES  
FOR  
NORTH SUMTER UTILITY WATER AND WASTEWATER SYSTEM AND THE VILLAGES  
WATER CONSERVATION AUTHORITY IRRIGATION AND FIRE PROTECTION SYSTEM  
AND SUMTER SANITATION SOLID WASTE OPERATIONS**

**GENERAL PROVISIONS AND DEFINITIONS APPLICABLE TO THE NORTH SUMTER  
COUNTY UTILITY DEPENDENT DISTRICT WATER, WASTEWATER, IRRIGATION AND  
FIRE PROTECTION SYSTEMS, AND SOLID WASTE OPERATIONS;**

SECTION 1: Utility and Solid Waste Operations shall be provided by the North Sumter County Utility Dependent District (District) in accordance with the operating policy of the District which is attached hereto and made a part hereof and the following rates shall be applicable to the services provided for water treatment and distribution, wastewater collection and disposal, irrigation water treatment and distribution, and Solid Waste Operations.

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**SECTION 3: PURPOSE:** The purpose of this Rule is to establish certain rates, fees, charges, and operating policies and procedures for the North Sumter Utility (NSU) ,The Villages Water Conservation Authority (VWCA) and Sumter Sanitation to provide water, wastewater, irrigation and fire protection service and Solid Waste Operations to generate sufficient revenues from users benefiting from said water, wastewater, irrigation and fire protection and Solid Waste Operations service to pay operating expenses, debt service requirements of the water, wastewater, irrigation and fire protection systems, and Solid Waste Operations and other improvements of the District; to provide an effective date.

**SECTION 4: NECESSITY:** To establish uniform and comprehensive rates, fees, charges and operating policies and procedures pertaining to water and wastewater service within the NSU service area, irrigation and fire protection service within the VWCA service area, and Solid Waste Operations within the Sumter Sanitation service area.

**SECTION 5: DEFINITIONS:** The following terms and phrases, when used herein, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning. Words used in the present terms shall include the future, and the singular number includes the plural, and the plural the singular.

- 5.1 CONNECTION CHARGES: Those charges of the District required to be paid by a consumer as a condition precedent to the interconnection of District's utility system with a consumer's property.
- 5.2 CONSUMER: Any person, firm, association, corporation, governmental agency or similar organization supplied with the availability of water, wastewater, irrigation and/or fire protection service by District which term shall also include developer, bulk, and golf course users.
- 5.3 SOLID WASTE OPERATIONS CONSUMER: Any person, firm, association, corporation, entity, governmental agency or similar organization supplied with the availability of Solid Waste Operations.
- 5.4 CONSUMER INSTALLATION: All pipes, fixtures, meters, appurtenances of any kind and nature used in connection with or forming a part of an installation for utilizing water, wastewater, irrigation and/or fire protection services for any purpose, located on the consumer's side of "point of delivery", whether such installation is owned outright by a consumer or by contract, lease or otherwise.
- 5.5 DEVELOPER: Any person, corporation, or other legally recognized entity who engages in the business of making improvements to or upon real property located within or without the District service area as owner or legally constituted agent for the owner of such real property.
- 5.6 DISTRICT: The North Sumter County Utility Dependent District as defined in section 5.21.
- 5.7 EASEMENTS: Rights of ingress, egress, dedications, rights of way, conveyances or other property interests necessary or incidental to the installation, extension, repair, maintenance, construction or re-construction of District's utility system or any components thereof, over or upon consumer's property.
- 5.8 ENGINEER: The appointed head of the Engineering Department of the District or his authorized representatives or consultant.
- 5.9 FINANCE DIRECTOR: The appointed head of the Finance Department of the District, or his authorized representative.
- 5.10 MAIN: Shall refer to pipe, conduit or other facility installed to convey water, wastewater, irrigation and/or fire protection service from individual laterals or to other mains.
- 5.11 OFF SITE FACILITIES: Those components of water and irrigation water distribution and wastewater collection facilities located outside consumer's property

connected with facilities of the District, in accordance with the size required by the District.

5.12 ON SITE FACILITIES: Those components of water and irrigation water distribution and wastewater collection facilities located upon consumer's "property".

5.13 POINT OF DELIVERY: The point where the District pipes are connected with the pipes of the consumer. Unless otherwise indicated, point of delivery for water and irrigation water shall be at the discharge side of the water and irrigation water meter. Unless otherwise indicated, point of delivery for wastewater service shall be at the upstream connection of the clean-out which is placed at or about public right of way or utility easement. In the absence of a clean-out the point of delivery is at the wastewater lateral connection to the wastewater main of the District.

5.14 PROPERTY: The land or improvements upon land of which the consumer is owner or over which consumer has control either by contract or possessory interest sufficient to authorize consumer to make application for service, or adjacent right of way which services the land or site being developed. District may require proof of such interest prior to the furnishing of service by copy of instrument of conveyance, warranty deed, contract or appropriate verified statement contained in the application for service.

5.15 RATE SCHEDULE: The schedule or schedules of rates or charges for the particular classification of service.

5.16 SERVICE: Shall be construed to include, in addition to all water, wastewater, irrigation and/or fire service protection systems and Solid Waste Operations required by the consumer and Solid Waste Operations Consumer, the readiness and ability on the part of the District to furnish water, wastewater, and irrigation and/or fire protection services and Solid Waste Operations to the consumer and Solid Waste Operations Consumer.

5.17 SERVICE OR LATERAL LINES: Those pipes of the District that connect to consumer's lines

5.18 TERMS "SHALL" AND "MAY": As used herein, the word "may" is permissive, and the word "shall" is mandatory.

5.19 UTILITIES DIRECTOR: The District Manager of the District or authorized representative.

5.20 UTILITY SYSTEM: As used herein, refers to the District's water, irrigation, and fire protection water production, treatment, and distribution systems and wastewater collection and treatment systems, and any component parts thereof.

5.21 NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT: A governmental agency of the State of Florida created pursuant to Chapter 189, Florida Statutes.

5.22 NORTH SUMTER UTILITY: The service area within the county of Sumter that provides water and wastewater services through an Interlocal Agreement between the District and Sumter County government.

5.23 THE VILLAGES WATER CONSERVATION AUTHORITY: The service area within the County of Sumter that provides irrigation and fire protection services through an Interlocal Agreement between the District and Sumter County government.

5.24 SUMTER SANITATION: The Solid Waste Operations service area within the County of Sumter and outside the boundaries of the service area through Interlocal Agreements.

SECTION 6 GENERAL: In the absence of specific written agreement to the contrary entered into prior to the effective date of this Rule, these regulations apply without modification or change to each and every consumer and Solid Waste Operations Consumer to whom the District renders service.

SECTION 7 APPLICATION FOR SERVICE: Service shall be furnished only upon signed application accepted by District and the conditions of such application are binding upon the consumer as well as upon the District. To obtain service, application shall be made at the District in the place or places designated by the Finance Director. Applications are accepted by the District with the understanding that there is no obligation on the part of the District to render service other than that which is then available from its existing water and irrigation and fire protection production and distribution equipment and service lines, and from its existing sewage treatment collection, transmission and treatment facilities. The applicant shall furnish to the District at the time of making application the name of the applicant, the ownership or other interest in or to the property or location and the legal description or street address at which service is to be rendered. Application for service required by firms, partnerships, associations, corporations and others, shall be tendered only by duly authorized parties, and shall require the applicant to complete a Commercial Consumer Water, Wastewater, Irrigation and Trash Application Permit form. When service is rendered under agreement or agreements entered into between the District and an agent of the principal, the use of such service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements

entered into between the District and an agent of the principal under which such service is rendered.

**Deposits** – Commercial consumers are required to make a deposit on account when making application for service. Current commercial account holders with 24 months of good account history as defined in this section shall not be bound by this deposit requirement unless such account becomes delinquent. In the event a current commercial account is deemed delinquent all rules per this section shall apply, and the deposit shall be made. The account deposit is intended as security for payment of any bill and is refundable to the consumer, less fees, as stated herein. Payment of a deposit does not prevent the District from discontinuing service for non-payment of a past due balance even though the deposit would cover the indebtedness. The commercial account deposit will be in accordance with the NSCUDD Schedule C of Miscellaneous Fees and Charges then in effect. In lieu of a cash deposit, the District will accept the following as a means of deposit; a Certificate of Deposit (CD) drawn on a local bank with the District named as an assigned holder or Installment Payments of not more than 3 monthly installments.

**Monthly Installments** – For any deposit that exceeds the sum of one thousand five hundred dollars (\$1500.00) the consumer may choose to remit the deposit amount in three (3) monthly payments. The first installment shall be due at the time service is initiated and, the two (2) remaining installments shall be payable as part of the first two (2) monthly utility bills rendered to the consumer. Failure to remit timely any monthly installment shall be grounds for termination of the service for which the deposit is required.

**Deposit Refund** – The District will, at the end of twenty-four (24) months of good account history, credit the deposit to the respective account. Good account history is defined as:

- a. Not more than one past due notice in any 24 month period
- b. No involuntary discontinuance of service in any 24 month period
- c. No uncollectible items in any 24 month period

The District reserves the right to reinstate the account deposit requirement if the good account history as defined above is not maintained.

No Interest on deposits – No interest will be paid on account deposits. Interest earned on these deposits will be utilized by the District to offset ongoing expenses associated with meter reading, billing, customer service, and collection of fees.

SECTION 8 WITHHOLDING SERVICE: The District may withhold service to a consumer who makes application for service at or upon a location for which prior service has not been paid in full to the date of such application. It shall be the responsibility of the applicant to make inquiry as to the delinquent status of the account and bring said account current as a condition precedent to continuation of service. The District shall maintain current records of outstanding accounts and shall make such information available to the public at its offices during normal business hours. Service may also be withheld for service installations which are not complete or are not in compliance with District requirements.

SECTION 9 LIMITATIONS OF USE: Utility service purchased from the District shall be used by the consumer only for the purpose specified in the application for service. Irrigation water provided by VWCA is non-potable and shall only be used for irrigation or fire protection service. Potable use is prohibited. The consumer shall not sell or otherwise dispose of such utility service supplied by the District without authorization from the District to do so. All utility service furnished by the District to the consumer shall be through District meters and may not be re-metered by the consumer for the purpose of selling or otherwise disposing of such service without the written consent of the District. In no case shall a consumer, except with the written consent of the District, extend water, irrigation water or wastewater lines across a street, alley, lane, court, property line, avenue, or other public thoroughfare or right of way in order to furnish utility service for adjacent property even though such adjacent property is owned by him.

SECTION 10 UNAUTHORIZED CONNECTION OR USE: No person, without written consent of the District, shall tap any pipe or main belonging to a District water, irrigation water or wastewater system for the purpose of taking or using water from the system or from such pipe or main, for connecting to the wastewater system, or for any other purpose. Connections to the District's water, wastewater, or irrigation water system for any purpose whatsoever are to be made only as authorized by the District. In case of any unauthorized interconnection, extension, re-metering, sale or disposition of utility service, consumer's utility service shall be subject to discontinuance until such unauthorized use or disposition is discontinued and full payment is made for such device, calculated on proper classification and rate schedules plus penalties and

reimbursement in full made to the District for any extra expenses incurred by District as the result of such unauthorized use, including administrative costs, testing, inspections, and court costs. In addition, unauthorized use may result in appropriate criminal prosecution by District.

SECTION 11 BILLING: Bills for service shall be rendered monthly or periodically at intervals not to exceed ninety (90) days at the direction of the Board of Supervisors, and shall be due when rendered. A bill shall be deemed rendered when mailed United States mail, postage prepaid, or when delivered to the consumer's address shown on the application for service. All bills are considered past due after twenty (20) days and are then subject to penalty and late charges and disconnection. A five percent (5%) penalty will be imposed on any balance due five (5) calendar days after the expressed due date of the bill. The additional five (5) days is to ensure that accounts are not inadvertently penalized because of any processing delays. No partial payment of any bill rendered will be accepted by District unless authorized by the District Manager or designee in writing indicating the reason thereto, such as a contested billing, consumption, or hardship. The District Manager will be the final arbiter of contested penalty charges.

SECTION 12 ADJUSTMENT OF BILLS; METER READINGS AND INSPECTIONS: When a consumer is determined by District to have been overcharged or undercharged as a result of incorrect meter reading, defective metering, incorrect application of rate schedule fees and charges, or mistake in billing, the amount so determined may be credited or billed to the consumer, as the case may be. The adjustment shall be accomplished over a period not to exceed ninety (90) days, unless otherwise directed by the Finance Director and so noted on the account. District may read and inspect meters periodically to determine their condition and accuracy and as a basis for periodic billings. If a consumer requests an inspection or re-reading of a meter, the District may impose a service charge thereto in accordance with policies for service established by the utility department and approved by District administration.

SECTION 13 ACCESS TO PREMISES: As a condition to providing service, the consumer shall grant to District or its authorized agents or employees access to consumer's property during all reasonable hours and, in the event of an emergency, at any time, for the purposes of reading meters or maintaining, inspecting, repairing, installing or removing District's property, backflow prevention assemblies, or grease traps in compliance with the provisions of this rule, and for any other purposes incident to performance under or termination of any agreement with a



consumer or such consumer's predecessor in interest or use of the facilities or services made accessible to the District by the consumer or to be relocated by the District.

SECTION 14 INSPECTIONS OF CONSUMER'S INSTALLATION: The District reserves the right to inspect and approve any consumer installation prior to providing service and from time to time thereafter to ensure compliance with applicable laws, rules of the District, and rules and regulations affecting such installation. No changes or increases in any consumer installation which will materially affect proper operation of District utility system shall be made by a consumer without express written consent of the District Engineer and approval of the District Utilities Director. Consumer shall be responsible for the cost of making changes or repairs resulting from any unauthorized alteration, and the District may require payment or reimbursement thereto as a condition to continued service.

SECTION 15 PROTECTION OF DISTRICT PROPERTY: In the event of any damage to District property located upon consumer's property which arise out of any act of consumer or agents, employees or independent contractors upon the premises, the cost of repairs or replacement shall be the responsibility of the consumer, and full payment or reimbursement to District therefore may be condition imposed by District for the continuation of service.

SECTION 16 CHANGE OF OCCUPANCY; TERMINATION OR TRANSFER OF SERVICE: It shall be the obligation of the consumer to notify the District of change of occupancy, or other circumstances for which termination or transfer of service is requested, and consumer shall be responsible for all service charges incurred to the date upon which written or personal notification is received by District, after which District shall have a reasonable time not to exceed seventy-two (72) hours in which to discontinue service. As a convenience to consumers, District will accept telephone notice to discontinue or transfer service, provided written notice is given to District within seventy-two (72) hours thereafter. In accordance with the NSU Schedule A of Water and Wastewater Rates and Charges and VWCA Schedule B of Irrigation Water Rates and Charges, the Base Rate will apply to all accounts where a meter is installed regardless of notification to the District for a change of occupancy, or other circumstances for which the consumer is currently not receiving services. This Base Rate is the responsibility of the account holder. If the account holder is a vacated tenant, then the property owner is responsible for the Base Rate. The District may allow the property owner to complete a Request for Removal of Meter form and pay the appropriate meter removal fee in accordance

with the NSCUDD Schedule C of Miscellaneous Fees and Charges. Before a meter is reinstalled, all meter fees and connection fees being due must be paid.

SECTION 17 RESUMPTION OF SERVICE: After termination or discontinuance of service as provided herein, the District may require as a condition precedent to service resumption payment in full and/or adequate security, in the form of a security deposit, to cover all costs reasonably incurred by District as the result of such termination or discontinuance, including any reconnection fees, meter installation or removal and reinstallation costs, inspection costs, or other costs incident thereto in accordance with District's Schedule A, B, and C of rates, fees and charges for such services then in effect.

SECTION 18 CONTINUITY OF SERVICE: The District will at all times use reasonable diligence to provide continuous service, and having used reasonable diligence, shall not be liable to the consumer for failure or interruption of continuous service. The District shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for repairs or adjustments, acts of sabotage, enemies of the United States, wars, governmental interference, acts of God or other causes beyond its control.

SECTION 19 MAINTENANCE AND STANDARDS: All pipes, conduits or other component parts of service installed in or upon the premises of a utility consumer shall conform to District standards of type, quality, quantity and regulations regarding installation. Consumer shall be responsible for maintaining all on site facilities in proper repair, and shall not alter or modify any interconnection of service without first notifying District and securing approval thereto in writing or by permission from an authorized representative of District's utility department. Unauthorized alteration or modification of any on site utility service interconnection may result in immediate termination of the affected service and repair or restoration by District or at its direction at the consumer's costs.

SECTION 20 METERS: Each consumer of the District receiving water or irrigation water must have a water meter which measures flow and which is the ultimate basis for water, wastewater, or irrigation water charges. All meters shall be furnished by, installed by and remain the property of the District and shall be accessible to and subject to its control. Meters are not transferable to another residence or commercial site. The consumer shall provide meter space, meter box, and all necessary connections and fittings to the District at a suitable and readily accessible location

and when the District considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices. All applicable meters shall be accompanied by a backflow prevention assembly in accordance with the provisions of the Cross-Connection Control Program. Installation, testing, maintenance, and repair of the backflow prevention assembly shall be the responsibility of the consumer. Before a meter is installed, all meter fees and connection fees being due must be paid. Water meters connected to the NSU system shall not be utilized for irrigation without prior written consent of the District. Irrigation water meters connected to the VWCA system shall only service irrigation and fire protection uses. Irrigation water provided by the VWCA system is non-potable and is not suitable for any potable purpose. The meter to be furnished by the District shall be sized to be compatible with the existing line and main sizes according to District standards and specifications at the consumer's expense. The consumer shall be required to provide a proper service connection and service line in accordance with the District standards and specifications. Meter sizes, other than those originally specified or intended, shall be as approved by the District Engineer and the District Utilities Director.

**SECTION 21 ALL WATER THROUGH METER:** That portion of the consumer's installation for water and irrigation water service shall be arranged so that all water and irrigation water service shall pass through the meter. No person shall make or cause to be made any connection with any main, service pipe, or other pipes, appliances or appurtenance used for or in connection with the District's water and irrigation water system in such manner as to cause to be supplied water and irrigation water from such plant to any faucet, irrigation head or other outlet whatsoever without such water passing through a meter provided by the District and used for measuring and registering the quantity of water passing through the same, or make or cause to be made, without the consent of the District, any connection with any such plant or any main, service line or other instrument or appliance connected with such plant in such manner as to take or use and water or irrigation water without the consent of the District.

**SECTION 22 METER TESTING:** The District reserves the right to remove the meter and check, repair, or replace it at any time at no cost to the consumer. Should a consumer desire his meter to be checked at any time, he may have this work done by submitting a written request accompanied by a fee in accordance with the NSCUDD Schedule C in effect at the time of such testing. Consumer shall be allowed one (1) water meter test per meter per fiscal year. Additional tests shall be charged to the consumer/owner according to the NSCUDD Schedule C.

Should the meter be tested and found to be performing outside of the manufacturer's accuracy specifications the last three months service bill will be adjusted accordingly, the meter will be repaired or replaced, and the fee returned. In any other case, the amount of the fee shall be retained by the District to defray the cost of testing.

**SECTION 23 DAMAGING, TAMPERING WITH, ALTERING, FACILITIES OF UTILITY PLANT**

**OR SYSTEM:** No person shall damage, or knowingly cause to be damaged, any meter or water or irrigation water or wastewater pipe or fittings connected with or belonging to a District water, wastewater system, or irrigation water system or tamper or meddle with any meter or other appliance or any part of such system in such a manner as to cause loss or damage to the District; prevent any meter installed for registering water or irrigation water from registering the quantity which otherwise would pass through the same; alter the index or break the seal of any such meter; in any way hinder or interfere with the proper action of just registration of any such meter; fraudulently use, waste or suffer the loss of water or irrigation water passing through any such meter, pipe or fitting, or other appliance or appurtenance connection with or belonging to such system after such meter, pipe, fitting, appliance or appurtenance has been tampered with, injured or altered. Any person(s) found to tamper with, alter or cause damage to the utility system and/or meters shall be subject to a charge as described in the NSCUDD Schedule C Miscellaneous Fees and Charges.

**SECTION 24 PRIVATE FIRE SERVICE CONNECTION:** A VWCA fire service connection is to be used for fire purposes only and is to have no connection whatsoever with any service lines that may be used for other than fire purposes, and because of the danger of pollution, shall have no connection with any other source of supply with the exception in case a tank or fire pump is installed as secondary supply. There shall be a backflow prevention assembly installed by the consumer at his expense in each District connection to prevent the water from these secondary supplies from flowing into the District mains.

The consumer shall not draw any water whatsoever through this connection for any purpose except the extinguishing of fires, or for periodic tests of the fire system. Prior to performing the test the District shall be notified and given the option to observe the test. Any authorized representative of the District shall have free access to the building at any reasonable time for the purpose of inspecting any of the equipment.

The consumer shall set in this connection at the point of delivery, a weighted check valve or other District approved device fitted with a by-pass on which shall be set a meter, installed by District at consumer's expense, the purpose of which shall be to indicate whether or not water is being used through this connection and for the further purpose of showing any leakage, if same exists. All meters shall become the property of the District.

Violation by the consumer of any of the regulations in this section shall justify the District to disconnect said pipe or pipes, or stop the flow of water through same.

The right is reserved by the District to shut off the supply at any time in case of accident or to make alterations, extensions, connections, or repairs and if possible, the District agrees to give due and ample notice of such shut-off.

The District does not make any guarantee as to a certain pressure in the pipe or in the main supplying same, and shall not be, under any circumstances held liable for loss or damage to the consumer for a deficiency or failure in the supply of water, whether occasioned by shutting off of water in case of accident or alteration, extensions, connections or repairs, or for any cause whatsoever.

When fire line valves or connections are used in case of fire or for any other reason whatsoever, the consumer shall immediately notify the District and the District shall forthwith reseal the used valves or connections.

**SECTION 25 TERMINATION OF SERVICE:** All utility services shall be pursuant to proper permit or application, which procedure accords the District the opportunity to provide for orderly expansion of facilities and regulation and control thereof in a manner calculated to ensure continuous service to all consumers. Inherent in this obligation is the governmental prerogative of the necessity to terminate consumption which is adverse to the continuous, orderly, financially secure and uninterrupted operation and maintenance of its utility service. Accordingly, the District reserves the right by unilateral act in its sole discretion to refuse service, or to terminate service temporarily, or to discontinue service in all instances when conditions exist which would constitute an emergency of public concern, or when the providing of any service would constitute a threat to the safety, health or welfare of consumers generally or any portion of the consumer population or when the financial security of the District is threatened due to non-payment for services rendered by the District.

When discontinuance or termination of service can be remedied by an act of the consumer, District shall provide notice of remedial or specific action to the consumer in order that service may be continued uninterrupted. Acts considered to be remedial by the consumer, and for which service may be temporarily terminated, discontinued or interrupted are the following:

- (a) Failure to pay required deposits for service.
- (b) Failure to pay, when due, (after proper notice and opportunities to correct deficiencies), amount due the District by the consumer for services rendered by the District to the consumer.
- (c) Failure of consumer to meet provisions of agreements with the District.
- (d) Failure to correct deficiencies in piping or other components upon consumer property after reasonable notice thereof.
- (e) Use of service for any other property or purpose than described in the permit of this rule.
- (f) When requested by consumer, in which case resumption of service shall be accomplished in accordance with District policy as herein provided.

The District reserves the right by unilateral act in its sole discretion to refuse service, terminate service temporarily, or to discontinue or interrupt service without notice under the following circumstances:

- (a) Causing, or allowing to exist, a hazardous condition with respect to the location, use of, or access to any utility service or component.
- (b) Alteration or modification of any transmission or metering component or device used in providing any utility service to the consumer. Any such unauthorized use, if fraudulent, may result in criminal prosecution and may result in restitution of revenue lost to the District as a condition to restoration of service, including costs of repair or restoration of any meters or components to normal service condition, as shall be determined by District.
- (c) Total or partial destruction of, or abandonment of, any structure, including any vacancy for a duration which, in District's opinion, may create a hazardous or unsafe condition or constitute a nuisance.

- (d) Use of the VWCA irrigation and fire protection service for anything other than irrigation and/or fire protection purposes.

SECTION 26 AMENDMENT TO RATE SCHEDULE: Rate schedules are attached hereto as exhibits, being identified as: Schedule A, North Sumter County Utility Dependent District, North Sumter Utilities Water and Wastewater Rates and Charges; Schedule B, North Sumter County Utility Dependent District, The Villages Water Conservation Authority, Irrigation Water Rates and Charges; Schedule C, North Sumter County Utility Dependent District, North Sumter Utilities and The Villages Water Conservation Authority, Miscellaneous Fees and Charges; Schedule D, North Sumter County Utility Dependent District, Sumter Sanitation, Monthly Solid Waste Operations Fees and Charges.

These rate schedules and charges may be amended from time to time by rule of the Board of Supervisors upon public notice and at least one public hearing. Rules amending rate schedules shall be entitled: "A Rule of the District Amending Chapter I" relating to Water, Irrigation Water, Wastewater and Solid Waste Operations User Rates, Fees and Charges; providing an effective date. When enacted, these Rule Amendments shall become exhibits to this Rule.

SECTION 27 GENERAL DECLARATION OF POLICY: The District owns, operates and maintains water and irrigation water treatment and distribution and wastewater collection, also treatment and disposal systems which serve residents within the service area of the District. New development may require the extension of mains to provide service, as well as expansion of facilities to accommodate new development. In some instances, the District in anticipation of expansion of its system due to growth and development has already provided mains for services thereof. The cost of providing extensions, modifications, and expansions of facilities is to be borne by property owners, builders, or developers within the District's area to defray the costs of these extensions, modifications, and expansions. The allocable share of each is to be charged as described herein. It is the declared policy of the District by this Rule to establish a uniform method of determining charges for availability of services so that all such contributions shall be non-discriminatory among the various consumers served by the District's systems and shall be applied as nearly as possible with uniformity to all consumers and prospective consumers within the District's service areas. District specifically reserves its rights to fix and determine rates, fees, charges and contributions required for the provisions, consumption,

operation, maintenance, extension, expansion of its utility services, and improvements to infrastructure within the District, as provided herein and as authorized by law. Each consumer is hereby notified that the District, in the exercise of its governmental responsibility to provide for the welfare of all consumers of its utility services, has the authority and responsibility to amend its schedules of rates, fees, charges, and contributions from time to time to ensure the perpetuation of service.

**SECTION 28 EASEMENTS AND RIGHTS OF WAY:** As a prerequisite to the construction of any water or irrigation water distribution or sewage collection system proposed to be connected to the facilities of District, developer shall agree to grant to District such easements or rights of way corresponding with the installation of the proposed facilities. Such grant or conveyance shall be in the form satisfactory to the District. Such conveyances, when located on the property of developer, shall be made without cost to the District. District reserves the right to require such easement or right of way to the point at which the meter is proposed to be installed or at the point of delivery of service, being the point at which the facilities of District joins with consumers. Such easements and right of way shall be conveyed and accepted upon completion, approval and acceptance of the work done by developer.

**SECTION 29 INSPECTION:** The District shall inspect the installation of all water, irrigation water distribution or sewage collection facilities installed by developer or developer's contractors, which facilities are proposed to be transferred to District ownership, operation and control. In the event that gravity wastewater facilities are to remain under ownership, operation and control of the developer as a private system, the District reserves the right to inspect the installation of the gravity sewage collection facilities for the purpose of determining if the system has excessive infiltration. These systems must meet the same infiltration criteria as that of District owned systems. Such inspections are intended to assure that water, irrigation water and wastewater lines and/or lift stations are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. Representatives of the District may be present at tests of component parts of water, irrigation water distribution or sewage collection systems for the purpose of determining that the system, as constructed, conforms to District's criteria for exfiltration, infiltration, material type and size, pressure testing, line and grade. Such tests will be performed by developer or developer's contractor, but only under the direct supervision of the engineer of record or his



authorized representative. The results of such testing shall be certified by the engineer of record. The District shall be notified at least 48 hours prior to any inspections or testing performed in accordance with these regulations.

SECTION 30 TRANSFER OF CONTRIBUTED PROPERTY - BILL OF SALE: Each developer who has constructed portions of the water, irrigation water distribution and sewage collection system prior to interconnection with District's existing facilities, shall convey such component parts of water, irrigation water distribution and sewage collection system to District by bill of sale in form satisfactory to the District, together with such evidence as may be required by District that the water, irrigation water distribution and sewage collection system proposed to be transferred to District is free of all liens and encumbrances .

Any facilities in the category of consumers lines, plumbers lines or consumers installation, located on the discharge side of the water, irrigation water meter or on the consumer's side of the point of delivery of service shall not be transferred to District and shall remain the property of developer, a subsequent owner-occupant or their successors and assigns. Such consumer lines, plumbers lines or consumers installation shall remain the maintenance responsibility of developer or subsequent consumers.

District shall not be required to accept title to any component part of the water, irrigation water distribution or sewage collection system as constructed by developer until the District Engineer or his authorized representative has approved the construction of said lines, accepted the tests to determine that such construction is in accordance with the criteria established by District and the Board of Supervisors has evidenced its acceptance of such lines for District's ownership, operation and maintenance.

Developer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by developer and proposed to be transferred to District. Such cost information shall be furnished to District concurrently with the bill of sale and such cost information shall be a prerequisite for the acceptance by District of the portion of the water, irrigation water distribution and sewage collection system construction by developer.

District may refuse connection and deny the commencement of service to any consumer seeking to be connected to portions of the water, irrigation water distribution and sewage collection system installed by developer until such time as the provisions of this paragraph have been fully met by developer or developer's successors or assigns.

SECTION 31 IMPROVEMENTS AND EXTENSIONS TO WATER DISTRIBUTION, IRRIGATION WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEM:

The location, size or proposed density of developers property may make such water, irrigation water and wastewater service to the property dependent upon extension of water, irrigation water distribution and sewage collection facilities as defined herein. Developer may advance funds to the District pursuant to a developers agreement in the form of which to be approved by the Board of Supervisors; or in the alternate the developer may contribute funds to the District which will be non-reimbursable so the District may design, construct, inspect and thereafter operate and maintain said improvements and extensions. If developer chooses the latter method the facilities will be designed in accordance with an engineering design agreement approved by the Board of Supervisors. Upon the completion of the design the District will solicit competitive bids and upon the payment of the bid amount plus 20% for engineering, legal and contingencies, District will award contract to the lowest responsible bidder and proceed to construct the improvements as identified in the plans and specifications.

Alternately, the Developer may construct the necessary water, irrigation water distribution and sewage collection system and transfer such property to the District, as provided in Section 30. All such transferred property shall be designed and constructed in accordance with the District standards and specifications or as approved by the District Engineer or the District's authorized representative.

SECTION 32 UTILITY INSPECTION FEES: The cost of engineering inspection of the required improvements shall be paid by the developer. Fees shall be paid directly by the Developer, or the Developer shall pay the District the amount of the fees based on the actual costs incurred by the District. Charges shall be due and payable at time the system is placed into service or as stipulated in Developer Agreement.

SECTION 33 REFUNDABLE ADVANCES: The District may require, in addition to the contribution provisions set forth herein, a refundable advance by developer to further temporarily defray the cost of any off site extension of water, irrigation water and /or wastewater mains and pumping stations necessary to connect the developer's property with the terminus of the District's water, wastewater and irrigation water facilities adequate in size to provide service to the subject property. However, this Rule recognizes instances in which a developer may be

required to advance the hydraulic share applicable to other undeveloped property in order that off site facilities may be constructed to serve developer's property and at the same time be sized in accordance with the District's master plan. All amounts expended by developer, over and above developer's hydraulic share for off site facilities shall be refunded to developer in accordance with the terms and conditions of a refunding agreement which the District will execute with developer. The refunding agreement shall provide for a plan of refund based upon the connection of other properties, to the extent of their hydraulic share, which properties will be served by the off site facilities installed by developer. Notwithstanding the provisions of this section, the District will limit the life of such refund agreement to a term of not more than five (5) years or until such time as the utility is sold to another entity after which time any portion of the refund not made to developer by the terms and conditions of the refund agreement will have lapsed and thereafter, such refund agreement will be canceled. In no event shall developer recover an amount greater than the difference between the capitalized cost of such off site improvements and developer's own hydraulic share of such improvements. The District shall not include any interest upon the refund of developer's advance.

SECTION 34 CROSS CONNECTION CONTROL PROGRAM: As required by the Florida Department of Environmental Protection (FDEP) through Chapters 62-610 and 62-555 F.A.C., the District has implemented a Cross-Connection Control Program to protect the potable water supply system. The program is implemented through use of the Cross-Connection Control Handbook, latest revision. The handbook is incorporated by reference into this rule. Principle provisions of the handbook include, but are not limited to the following:

- Hazard Review Process and Backflow Prevention Assembly Determination
- Backflow Prevention Assembly Installation Requirements
- Backflow Prevention Assembly Testing
- Backflow Prevention Assembly Repair
- Backflow Prevention Assembly Installation by District
- Reporting and Recordkeeping
- Administration of Complaints and Emergencies

Annual assembly testing, repair, and reporting is required for all backflow prevention assemblies. These activities are the responsibility of the utility service consumer or property owner, as applicable. If activities required by the Cross Connection Control Handbook are not

complied with by the consumer or owner, it will be at the discretion of the District to perform the required testing, repair the backflow prevention assembly, and/or install a backflow prevention assembly if one is not present or a proper assembly is not present. The applicable fees will be charged to the consumer or owner on their utility bill. In the event that a tenant space is vacant and the meter is still in place, all requirements of this Rule and the Cross Connection Control Handbook will be the responsibility of the property owner. Notice of non-compliance and the respective time frames will be in accordance with the Cross Connection Control Handbook, latest revision. The applicable fees are described in Schedule C, North Sumter County Utility Dependent District, Miscellaneous Fees and Charges. Failure to comply with the Cross Connection Control Handbook or non-payment of applicable fees may result in Termination of Service as described in Section 25.

**SECTION 35 GREASE TRAP MAINTENANCE PROGRAM:** The District may implement a Grease Trap Maintenance Program to provide for the protection and proper operation of the wastewater collection system. The implementation of the program is subject to the adoption of the Grease Trap Maintenance Program Handbook by resolution of the District Board of Supervisors. Compliance with the provisions of the program are the responsibility of the consumer or owner, as applicable. The program is implemented through use of the Grease Trap Maintenance Program Handbook, latest revision. Subject to adoption by the District Board of Supervisors, the handbook is incorporated by reference into this rule. Principle provisions of the handbook include, but are not limited to the following:

- Grease Trap Construction Standards
- Grease Trap Installation Requirements
- Grease Trap Cleaning and Repair
- Utility Sampling of Device Discharge
- Grease Trap Installation by District
- Reporting and Recordkeeping
- Administration of Complaints and Emergencies

Grease traps are required to be cleaned quarterly. However, as provided for in the handbook, consumers/owners may submit evidence to adjust the cleaning frequency. Alternately, should the District deem it necessary for the protection and proper operation of the wastewater

collection system, consumers/owners may be required to clean, maintain, and report activities related to their grease traps on a more frequent basis. These activities are the responsibility of the utility service consumer or property owner, as applicable. If activities required by the Grease Trap Maintenance Program Handbook are not complied with by the consumer or owner, it will be at the discretion of the District to perform the required cleaning, repair, and/or installation of a grease trap if one is not present or a proper unit is not present. The applicable fees will be charged to the consumer or owner on their utility bill. In the event that a tenant space is vacant, the required cleaning and repair shall be suspended until such a time as the facility is in service. The requirements of this Rule and the Grease Trap Maintenance Program Handbook are the responsibility of the property owner but may be delegated to the tenant by the owner. Notice of non-compliance and the respective time frames will be in accordance with the Grease Trap Maintenance Program Handbook, latest revision. Upon adoption of the handbook, the fees described in North Sumter County Utility Dependent District, Schedule C, Miscellaneous Fees and Charges shall be applicable. Failure to comply with the Grease Trap Maintenance Program Handbook or non-payment of applicable fees may result in Termination of Service as described in Section 25.

#### SECTION 36 SOLID WASTE OPERATIONS:

The District owns and operates a Solid Waste Operations that serves residential and commercial Solid Waste Operations Consumers within the service area and outside the boundaries of the service area subject to Interlocal Agreements with the City of Wildwood and Marion County and Sumter County Ordinances, as amended. The cost of providing Solid Waste Operations is to be borne by the residential and commercial Solid Waste Operations Consumers within the District's service area. It is the declared policy of the District by this Rule to establish a uniform method of charges for Solid Waste Operations services so that all charges shall be non-discriminatory among the various Solid Waste Operations Consumers served within the District's service area. The District specifically reserves its right to fix and determine rates, fees, and charges required for the provisions, operation, and maintenance of its Solid Waste Operations as authorized by law or ordinance.

Upon adoption of the Rule, the fees described in North Sumter County Utility Dependent District, Schedule D, Monthly Solid Waste Operations Rates and Charges (attached) shall be applicable. This rate schedule may be adjusted annually each October 1, based on the

percentage change in the Consumer Price Index (CPI), All Urban Consumers, U.S. City Average, Not Seasonally Adjusted, All Items, base 1982-1984 (Series id CUUR0000SA0) for the one year period between the month of July of the previous year and July of the current year. The first CPI adjustment will be applied October 1, 2013, using July 2013 compared to July 2012 percentage change. In the event this index is deleted or changed by the U.S. Bureau of Labor Statistics, Department of Labor, the successor index published by the U.S. Bureau of Labor Statistics shall be used. In the event a decision is made by the Governing Board to delay, defer or not apply the CPI adjustment on a given October 1 anniversary date, this does not preclude the District from applying the CPI adjustment at a later date or on future October 1 anniversary dates, to include within the amount of the increase, the amounts previously deferred or not applied.

The attached Schedule D, Monthly Solid Waste Operations Rates and Charges, also includes for commercial Solid Waste Operations Consumers a one-time non-interest bearing dumpster deposit fee that shall be refunded at such time that commercial Solid Waste Operations Consumer terminates service, provided the dumpster when picked up by the District is in good condition, subject to normal wear and tear.

Schedule D Commercial Dumpster fees are applicable to garbage and trash collection and also for recycling dumpsters used to collect newspapers, cardboard and like substances, excluding hazardous materials which must be properly disposed of by the property owner/tenant as required by Federal, State and local laws. Construction debris and compactor dumpster placement and charges shall not be exclusive to the District and dumpsters may be placed by any appropriately licensed hauler doing business in Sumter and Marion Counties.

Bills for service shall be delivered monthly or periodically at intervals not to exceed ninety (90) days at the direction of the District's Board of Supervisors, and shall be due when delivered. A bill shall be deemed delivered when mailed via United States mail, postage prepaid, or when delivered to the Solid Waste Operations Consumer's address shown on the application for service. All bills are considered past due after (20) days from date of delivery and are then subject to penalty and late charges. A five percent (5%) penalty will be imposed on any balance due five (5) calendar days after the expressed due date of the bill. The additional five (5) days is to ensure that accounts are not inadvertently penalized because of any processing delays.

Commercial dumpsters will be removed from the Solid Waste Operations Consumer's property in the event the Solid Waste Operations Consumer is more than thirty (30) days delinquent in paying their monthly service fee. The Solid Waste Operations Consumer's dumpster deposit shall be applied to pay the outstanding monthly service fee balance prior to the return of any remaining deposit balance to the Solid Waste Operations Consumer. Restoration of service will require bringing the account balance current, a restocking fee as provided in Schedule D, and payment of a new full dumpster deposit. No partial payment of any bill will be accepted by the District unless authorized by the District Manager or designee in writing indicating the reason thereto, such as a contested billing, consumption, or hardship. The District Manager will be the final arbiter of contested penalty fees.

Each Solid Waste Operations Consumer is hereby notified that the District, in the exercise of its governmental responsibility to provide for the welfare of all Solid Waste Operations Consumers of its Solid Waste Operations, has the authority and responsibility to amend its schedules of rates, fees, and charges from time to time to ensure the perpetuation of service. The District may at any time increase its rates on the basis of the imposition of a tax, assessment, surcharge, other fee or regulatory requirement imposed by governmental regulation or permit requirements impacting the Solid Waste Operations.

SECTION 37 EFFECTIVE DATE: This amendment and restatement shall take effect on October 1, 2019 upon approval by the Board of Directors of The North Sumter County Utility Dependent District.

Specific Authority: 189.423. F.S  
Sumter County Ordinance

History: October 26, 2010  
June 21, 2011 (Amended and Restated)  
September 20, 2011 (Amended and Restated)  
July 10, 2012 (Amended and Restated)  
December 7, 2012 (Amended and Restated)  
August 15, 2019 (Amended and Restated)