

Rules and Regulations

1.1 Definitions

When used herein,

"Agreement for Service" means the contractual document which establishes the relationship between the Member and the Corporation under which service to the Member is rendered and payment to the Corporation is made.

"Board" means the Board of Directors of the Corporation.

"Connection Fee" means a charge for the connection of the Member's premises to the Corporation's water distribution system. The connection fees are established by order of the Board and are contained in the Fee Schedule (incorporated herein by reference) as amended from time to time.

"Corporation," "Company" or "MHWW" means Mossy Head Water Works Inc.

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

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

"Deposit" shall mean Guaranteed Payment Deposit.

"Developer" means an individual, firm or Corporation who submits an application for installation of water improvements within the Corporation's service area.

"Distribution Line" means the pipe owned by the Corporation and used for distribution of water to the service laterals after receipt from the transmission main.

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

"Engineering Requirements" mean requirements of the Corporation for water facilities constructed by Member which are established by the Corporation.

"Fire Hydrant Assembly" means the pipe, isolating valves, fittings, hydrants and the tee on the Corporation's distribution main.

"Fire Line" is any water line extending onto private property with a fire hydrant or other fire protection device(s) installed.

"Fire Hydrant Meter" is a temporary meter placed on a fire hydrant within the Company's service area.

"Frontage" means the actual width of a property along which the proposed main is to be installed, without regard to the position of any building located on the premises.

"Main" means that pipe which is owned or intended to be owned by the Corporation for the purpose of service to one or more Members and is to become the property of the Corporation.

"Manager" means the General Manager of the Corporation.

"Member" means an individual, corporation, partnership, firm or association who has signed an agreement for permanent service, and has a depository interest in the Corporation.

"Month" meant the time interval between successive meter reading dates, which is approximately thirty (30) days.

"Owner" means a person, firm, Corporation, association or other entity having an interest whatsoever, whether legal or equitable, sole or partial, in any premises but does not include a Member renting the premises.

"Plumbing" means all pipes, fittings, and appurtenances on the owner's side of the water meter or property line.

"Point of Delivery" Means the point where the Corporation water meter is connected to Member-owned or operated facilities and where service to the Member begins.

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

"Service" means the supplying of potable water to a point of delivery by the Corporation.

"Service Lateral" means the pipe which connects the distribution system to the point of delivery. Said lateral is maintained by the Corporation.

"Service Lines" means the pipes of the Corporation which extend from the main to the meter or property line, including the corporation stop on the water main, the curb stop at the meter and the meter box.

"Tampering" Means any willful damage, alteration or interference with the water meter under seal or lock or any other system components belonging to the Corporation, except for turning the valve associated with the water meter on or off for the purpose of temporary disconnection of service. Tampering shall include turning said valve on for the purpose of obtaining water service to a premises not subject to an Agreement for Service with its present occupants.

"Transmission Line" means the pipe owned by the Corporation and used to transmit water from its source to the distribution facilities.

1.2 Description of Organization

1.2.1 Mossy Head Water Works Inc. is a Florida Corporation, not for profit, established in 1978.

1.2.2 The Corporation's purpose, objective and nature of business as amended, are to own, construct, maintain and operate a water system for the supplying of water for domestic, commercial, agricultural and other purposes to its Members and to engage in any activity related thereto, including but not limited to the acquisition of water by appropriation, drilling, pumping, and/or purchase, and the purchase, laying, institution, operation, maintenance and repair of wells, pumping equipment, water mains, pipelines, valves, meters and all other equipment necessary to the construction, maintenance and operation of a water system.

1.2.3 The affairs of the Corporation are directed by a Board of Directors of (7) members which governs the policy making and rule making processes.

1.2.4 The General Manager, appointed by the Board, manages the Corporation on a day-to-day basis. The administrative staff and field forces perform the various functions required for the operation of the Corporation under the management of the General Manager.

1.3 General Information

1.4.1 Forms and instructions used by the Corporation in dealing with Members or the general public are available without cost at the main office.

1.5 Meetings

1.5.1 The annual meeting of the Members of the Corporation shall be held before the first of December of each year at a location to be designated by the Board. The Board may change the time and place of the meeting by giving ten (10) days advance notice to each Member.

1.5.2 Regular Board meetings will be held each month at times and places as designated, or at such other times deemed necessary by the Board.

1.5.3 Special meetings may be called at any time by Board action and by the President when petitioned by ten (10) percent of Corporation Members.

1.5.4 An agenda shall be prepared by the staff in time to insure that copies are received by Board members before the meeting.

1.5.5 After the agenda is available, changes may be made for good cause only as determined by the presiding officer.

2. PROVISION OF SERVICE

2.1 Classes of Service

2.1.1 **Residential (single unit)**-Service to one single family dwelling unit.

2.1.2 **Commercial (single unit)**-Service to premises used for commercial purposes consisting of one business unit.

2.1.3 **Multiple Unit Service**-To premises used for commercial, residential or other purposes consisting of two or more units.

2.1.4 **Temporary Service** - Two types of temporary service; fire hydrant meter and cleaning service.

2.2 Residential (single unit) Service

2.2.1 To obtain residential service from an existing distribution line with existing service laterals and connections, application should be made at the Corporation office. The applicant must complete an Agreement for Service which constitutes an application for service and an agreement. The Member should insure that its name, the street address, legal description of premises and other required information are correctly entered in the Agreement for Service. Upon payment by applicant of all required fees and charges, the Corporation will execute the Agreement for Service.

2.2.2 Upon payment of all appropriate connection fees and other applicable charges, the Company will set the meter to provide service to the residence in question. It is the responsibility of the Member to connect the meter to the residence.

2.2.3 Prior to making application for service, the applicant should determine whether the property to be served is adjacent to the Corporation's distribution system. In the event that it is not and the owner desires service from the Company, the owner will be required to construct the water extensions at his expense from the nearest connection point to the premises in accordance with the Corporations engineering requirements and standards.

2.3 Commercial (single unit) Service

2.3.1 To obtain commercial service, application should be made in the same manner as for residential service, with the following additional requirements:

2.3.2 In the case of new service, or when commercial service is proposed for a formerly residential account, the owner will be required to present plans and specifications for review by the Corporation prior to the acceptance of any fees or deposits or execution of an Agreement for Service. Said plans and specifications shall be in conformity with the Corporation's engineering requirements.

2.4 Multiple Unit Service

2.4.1 Application for multiple unit service shall be made in the same manner as for single unit service, with the following additional requirements:

2.4.2 It is the responsibility of the multiple unit developer to provide the Corporation with proof that all necessary permits have been obtained or will be obtained within a reasonable time prior to connection to the Corporation's system.

2.4.3 Meters to serve the premises shall be sized as recommended by a licensed architect or Registered Professional Engineer and all fees assessed in accordance with the current Fee Schedule.

2.4.4 If a master meter is requested, the Agreement for Service should clearly so specify. upon the recommendation of the General manager or his designee, a master meter may be furnished subject to the following restrictions:

2.4.4.1 The Agreement for Service must specify the number of units, residential or commercial, to be served. Additional units shall not be served unless accepted by the Corporation and connection fees paid accordingly.

2.4.4.2 Master meter service for new units shall be subject to the same fees, charges and conditions as are applicable to other classes of service, including system development charges, which shall be assessed on a case-by-case basis.

2.4.4.3 All facilities shall be approved by the Corporation before units are attached to the Corporation's water system. Final approval shall be contingent upon the applicant having obtained all necessary state and federal permits and County, State and Federal requirements are satisfied.

2.5 Temporary Service

2.5.1 **Fire Hydrant Meter** - Application for a fire hydrant meter shall be made in the same manner as for residential service, with the following differences:

2.5.1.1 There is a non refundable charge as provided in the Company's Fee Schedule which must be paid in advance for installation of a fire hydrant meter. The party requesting the meter (hereinafter "party") shall make the determination as to the hydrant upon which they wish to have the meter installed.

2.5.1.2 The fire hydrant meter remains the property of the Company and should not be removed or relocated by non-Company individuals. The fire hydrant meter can be relocated by the Company at the request of the party within a subdivision or project at no additional charge. However, relocation of a fire hydrant meter to a different subdivision or project will result in an additional installation charge.

2.5.1.3 The Party will be billed on a monthly basis in accordance with the Company's established Fee Schedule for the actual water used through the meter for as long as the meter is installed. The Party does not become a "Member" of the Company via this temporary service.

2.5.2 Cleaning Service requires Application for Service as with residential service. Service will be activated when all fees and charges designated by the Corporation have been paid. The party does not become a "Member" via this temporary service.

2.6 Agreements for Service; General Conditions

The Corporation shall enter into an Agreement for Service with each Member which define contractual obligations of the Member and the Corporation. In the event an Agreement for Service has not been entered into between the Corporation and the Member, the use and acceptance of service shall constitute ratification and acceptance of the terms and conditions of service applicable to all Members similarly situated, as described in this section the following general conditions shall apply to all Agreements for Service:

2.6.1 **Assignment or Transfer** - The Agreement for Service shall not be assigned or transferred.

2.6.2 **Duration of Agreement** - The Agreement for Service shall remain in effect until such time as ownership of the subject property transfers in the case of the property owner or until the Member making the deposit requests that service be discontinued in their name and the account inactivated and final billed in the case of tenants.

2.6.3 **Guaranteed Payment Deposit** - The Corporation shall require each member to pay a "Guaranteed Payment Deposit" as Designated in the Fee Schedule prior to the commencement of service for the purpose of securing payment for such service.

2.6.4 **Meters** - Meters shall be furnished by the Corporation and remain the property of the Corporation. They shall be placed in a convenient location designated for water utility use on or near the premises or as near as possible to a point selected by the Member. All meters shall be set by employees of the Corporation and shall not be removed or disturbed, except by an employee of the Corporation. All water that passes through the meter will be charged to the member unless otherwise provided herein. The Member shall protect the meter from injury or damage and shall be liable for the loss or damage of the meter, normal wear and tear excepted.

2.6.5 **Backflow Preventers** - Backflow preventers are required at all connections. The Corporation will provide backflow preventers for 3/4" and 5/8" meters. Commercial connections regardless of size shall also install a testable RPZ backflow at the members expense, and shall remain the members responsibility.

2.6.6 **Connections** - The Corporation or its authorized agents shall make all residential connections to its water mains or distribution lines and shall furnish all material therefore from its service lines up to and including the meter. Commercial connections to the Company's water system may be made by the contractor for the commercial project, and such connections shall be made in accordance with the Company's General Utility Specifications and must be witnessed by a Company representative.

2.6.7 **Cross Connections** - Any physical arrangement or connection of pipes between a system containing potable water supplied by the Corporation and a system containing water or any other substance is prohibited. Should such a connection be determined to exist, service shall be terminated until such time as the connection or arrangement of systems has been reconnected to the Corporation's satisfaction. In such event, the Member must reapply for service and pay all charges and fees assessed to a new account.

2.6.8 **Duty to provide Access:**

2.6.8.1 It is the duty of the Member to provide access to the premises served during reasonable times to duly authorized agents of the Corporation for purpose of installing, maintaining and inspecting or removing the Corporation's property, reading meters and other purposes incident to performance or termination of the Corporations contract with the Member.

2.6.8.2 The Corporation shall charge a "Non-access Charge" for each billing period during which it is unable to obtain access to the premises for the purpose described above.

2.6.9 **Tampering:**

2.6.9.1 Tampering with the Corporation's meters, water mains or other system components is prohibited.

2.6.9.2 The Member shall have the duty of reporting any such tampering to the Corporation and shall be responsible for tampering caused by its agents, assigns or other persons using the premises with the Member's consent.

2.6.9.3 Tampering will be presumed to have been caused by the Member that receives a benefit there from.

2.6.9.4 Any tampering that results in a substantial reduction in the cost of service will be presumed to have been known to the Member if not reported to the Corporation within one (1) billing period after the reduction in the cost of service becomes evident. In such event, it will be presumed that the tampering was willfully allowed to persist by the Member.

2.6.9.5 The Corporation shall confiscate any materials which are connected without prior authorization to the corporation's system for use as evidence in further legal proceedings.

2.6.10 **Indebtedness** - An Agreement for Service shall not be entered into with a person or entity which is in any way indebted to the Corporation until such debt and all fees have been satisfied.

2.6.11 **Change of Occupancy** - When change of occupancy of any premises occurs, notice thereof shall be given by the outgoing Member to the Corporation prior to the date of the change. The outgoing Member shall be held responsible for all water service rendered to the premises until disconnection of service. Transfers of deposits, if requested, must be made in writing to the Corporation office.

2.6.12 **Temporary Shut-Off of Water Service:**

2.6.12.1 The Corporation shall temporarily disconnect service to any Member upon written request or oral request by coming into the office or by telephone after providing the correct account number and shall restore such service upon written or oral request. A service charge must be paid prior to restoration of service.

2.6.12.2 Temporary disconnection of service at the request of the Member shall not affect the Agreement for Service. Said Agreement shall remain in full force and effect.

2.6.13 **Limitations on Use of Service:**

2.6.13.1 Service shall be used by the Member for the purposes specified in the Agreement for Service. The Member shall not sell or otherwise dispose of service to any other person without the express written consent of the Corporation.

2.6.13.2 The Member, its agents or assigns shall not install a meter for the purpose of re-metering water service without the express written consent of the Corporation.

2.6.13.3 The Member shall not extend water lines across a street, alley or other highway or property line in order to furnish service to adjacent premises through a single water meter, even if such adjacent premises are owned by the Member.

2.6.13.4 In the event of any such unauthorized re-metering, sale or disposition of service, the service shall be disconnected until such unauthorized re-metering, sale or disposition has been discontinued and full payment has been made of all costs incurred by the Corporation in the investigation and inspection of the Member's premises and of all other applicable charges.

2.6.14 **Member's Duty for Payment:**

2.6.14.1 The Member that enters into the Agreement for Service shall be responsible for all water service provided to the premises until such time as the service is discontinued and all fees and charges incurred in connection with the rendition of service have been paid. Failure to pay amounts due the Corporation within the time designated for payment shall result in the disconnection of service until all amounts due the Corporation have been paid.

2.6.14.2 Any check received from a Member as payment on his account which is returned unpaid by that Member's bank, shall result in the imposition of a service charge for such unpaid check. The Company will not process the check a second time. Additionally, if the amount of the check and the service charge is not paid in full in cash on the date returned unpaid, interruption of service will result.

2.6.14.3 The connection fee is not refundable, and the paid connections remain with the premises: authorized connections are not interchangeable between properties of Members.

2.6.14.4 The Corporation reserves the right to discontinue service to premises which have been expanded or added to for which System Development fees and/or Connection Fees have not been paid.

2.6.15 Duty to Protect Corporation's Property:

2.6.15.1 The Member shall be under a duty to exercise due care to protect the Corporation's property which is located on the Member's premises.

2.6.15.2 The Member shall not allow anyone to have access to the Corporation's property except the Corporation's agents or persons otherwise authorized by law.

2.6.15.3 When service lines, meters, mains or other equipment are damaged by contractors, construction companies, governmental agencies or others, such damage shall be repaired by the Corporation and the cost thereof charged to the persons causing the damage.

2.6.16.4 In the event of any loss or damage to Corporation property arising from the negligence or intentional misuse by the Member, its agents, invitees or assigns, the cost of replacing such loss or repairing such damage shall be charged to the Member and shall be subject to payment in accordance with these rules.

2.6.17 Member's Installation: Duty to Maintain:

2.6.17.1 The Member's installation shall extend to the Corporation's meter and curb stop (valve), which is ordinarily located on the front property line at one side of the Member's property.

2.6.17.2 No changes or increases in the Member's installation which will materially affect the proper operation of the pipes, or mains of the Corporation shall be made without the prior consent of the Corporation. The Member shall be liable for any damage resulting from a violation of this subparagraph.

2.6.17.3 The Member shall not utilize any appliance or device which may adversely affect water service. The Corporation reserves the right to withhold or discontinue service whenever any such apparatus or device is being used.

2.6.17.4 The Member's water pipes, apparatus and equipment shall be maintained in sound operating condition in accordance with standard practice, the rules of the Corporation and all other Governmental regulations applicable thereto.

2.6.18 Duty to Convey Property Rights:

2.6.18.1 It shall be the duty of the Member, its agents or assigns to convey to the Corporation without charge all easements, permits or other property rights necessary for rendering and maintaining water service.

2.6.18.2 The Corporation reserves the right to refuse to provide or to discontinue water service to any Member in violation of these rules.

2.6.19 **Outstanding Debt** - The Corporation reserves the right to take appropriate measures for securing payment of any outstanding debt.

2.6.20 **Limitation of Liability:**

2.6.20.1 The Corporation shall at all times use reasonable diligence to provide continuous service, but shall not be liable to the member for any damages or loss caused by failure or interruption of service.

2.6.20.2 The Corporation assumes no liability whatsoever for damage or injury resulting from the transmission of water on the member's side of the point of delivery.

2.6.21 **Compliance With Rules And Orders** - The Member shall be under a duty at all times to comply with the rules and orders of the Corporation as they exist at the time of execution of the Agreement of Service or as may subsequently be enacted. Noncompliance with any such rule or order shall be a breach of the terms of the Agreement for service.

2.7 **Reservation of Rights**

The Corporation reserves the right to change its rates for service and other fees and charges or otherwise vary the terms and conditions of the Agreement for Service as may be required to reflect changing costs or otherwise facilitate the successful operation of the Corporation.

3. FEES AND CHARGES

General rates, charges and fees are established by order of the Board and are contained in the Company's Fee Schedule. Copies of the current Fee Schedule may be inspected at the principal office of the Corporation, and are available free of charge upon request.

3.1 Connection Fees

For any and all new connections to the Company's water system, the Member shall pay water connection fees in accordance with the current Fee Schedule. Such connection fee(s) is not refundable and shall be paid prior to any meter(s) being set or connections being made to the system. All connection fees shall be paid in advance.

3.2 Meter Test Fee

Upon written or verbal request by coming into the Corporation's office or providing a correct account number via telephone, the Corporation shall test a Member's water meter to determine its accuracy. The Member shall be charged a "Meter Test Fee" except for those instances when the meter is found to overestimate the amount consumed by more than two (2) percent.

3.3 Service Charge

The Corporation shall charge a "Service Charge" in those instances in which the water service is temporarily disconnected at a premises, either at the request of the Member or as a result of account delinquency. Such charge must be paid prior to reconnection of service.

3.4 Delinquent Account Charge

The Corporation shall charge a "Delinquent Account Charge" for a bill which is not paid on or before the due date, or by 8:00 a.m. as of the first business day following the due date if placed in the Corporation's drop box.

3.5 Non Access Charge

A "Non Access Charge" for each billing period during which it is unable to obtain access to the premises for the purpose of reading the water meter is collectible by the Corporation.

3.6 Returned Check Charge

The Corporation shall assess a "Returned Check Charge" for each check received from a Member which is returned unpaid by such Member's bank. Additionally, said account will be assessed a "Delinquent Account Charge" if the return of such check results in the account becoming delinquent.

4 BILLING AND PAYMENT FOR SERVICE

4.1 Billing Period; Due Date; Evidence of Consumption

4.1.1 Meters shall be read and members billed on a monthly basis.

4.1.2 Payments are due upon rendition of the bills. Non-receipt of a bill by the Member shall not release the Member from the duty to make reasonable inquiry as to the amount of the bill and make prompt payment thereof.

4.1.3 The amount billed shall be based upon the amount of water passing through the water meter, which shall constitute prima facie evidence of the quantity of water delivered to the Member.

4.2 Use of Master Meters

4.2.1 Where more than one premises is being served by the Corporation or more than one class of service is provided to a single premises, the General Manager or his designee may approve the use of a "master meter" for those premises under special circumstances

4.2.2 A Member of the Corporation may not re-bill for service provided through a master meter to other Members.

4.3 Description of Monthly Billing Charges

4.3.1 The monthly billing charges of the Corporation are established by order of the Board and consist of Base or Minimum water rates and a usage Fee.

4.3.1.1 Base or Minimum Water Rates- The base or minimum water rates are intended to cover all system maintenance and provision of service, whether or not there is actual usage.

4.3.1.2 Usage Fees - These are based on actual consumption and are intended to cover the cost of treatment of water and operation of the system.

4.3.2 In the event the Corporation is unable to determine the amount consumed due to lack of access to the water meter, the Corporation may estimate such amount based upon the average of the prior twelve (12) month consumption.

4.4 Minimum Monthly Charges; Readiness to Serve Charge

The minimum monthly charges shall be billed for periods of service that are less than one month.

4.5 Guaranteed Payment Deposit

4.5.1 Each Member shall be required to place a deposit with the Corporation, a "Guaranteed Payment Deposit" for water service, the amount of which will be established by the Board.

4.5.2 The guaranteed payment deposit shall be for the purpose of providing security for payment of amounts due to the Corporation, and shall be refunded to the Member upon termination of service and payment by the Member of all amounts due.

4.7 Delinquent accounts

4.7.1 An account shall be considered delinquent if payment is not received by the Corporation on or before the due date, or placed in the Company's drop box before 8:00 a.m. of the first business day after the due date. In the event partial payment of a bill is made, that portion of the bill not paid as indicated above shall be considered delinquent.

4.7.2 Service is subject to discontinuance if the total delinquent amount that is past due, is not received by the Corporation.

4.7.3 For service to be restored, the Member must request restoration of service and pay all amounts due, including all charges and fees.

4.7.4 Notwithstanding any other provision of these rules, when water service is subject to disconnection or has been disconnected due to account delinquency or meter tampering, the Corporation may restore such service prior to payment of all amounts due, provided the Member has entered into a payment agreement which is acceptable to the Corporation, at its discretion. Failure to abide by the terms of any such agreement may result in immediate disconnection of water service, at the Corporation's discretion.

4.8 Billing Disputes, Mistakes

4.8.1 In the event of a billing dispute, the Member shall contact the Corporation office and request an investigation of the account. The account number, description of premises served, nature of the dispute or alleged mistake and date of contact shall be recorded by the Corporation.

4.8.2 The Corporation will investigate the billing and respond by mail or phone to the Member. If the response is not satisfactory to the Member, the Member may request further review by the General Manager or his designee, who shall respond to the Member by mail or phone. The determination of the General Manager or his designee shall constitute final Corporation action.

4.9 Abatement of Water Bills

4.9.1 The Corporation may abate a portion of a bill for water service where an undetected water leak occurs subject to the following conditions:

4.9.1.1 The water leak must be out of sight and/or undetectable to the average person.

4.9.1.2 The water leak must be personally observed by a Corporation employee or satisfactory evidence must be presented to the Corporation. In all cases the water leak must be repaired.

4.9.1.3 The Member must request in writing or in person to the board at a regularly scheduled meeting that the Corporation abate the charges and include the above information.

4.9.1.4 After reviewing all the evidence and facts in the case, the Corporation may abate the water bill. The period of abatement shall not exceed one (1) month per calendar year except in cases where the water leak extends from one billing cycle to the next, and the Member promptly repairs the leak, the Corporation may abate both months bills.

4.9.1.5 If abatement is granted the Member will be required to pay seventy (70) percent of the bill.

4.9.1.6 Abatements to a Member will only be granted once in a 24 month period.

4.10 Meter Tampering

4.10.1 It is the policy of the Corporation to prosecute persons in violation of Section 812.14, Florida Statutes, to the fullest extent of the law, which shall include both civil and criminal prosecution.

4.10.2 When tampering is discovered, the Corporation shall adhere to the following procedures:

4.10.2.1 Law enforcement authorities shall be notified so that a law enforcement officer may accompany an employee of the Corporation to the premises for the removal of any devices used and to prepare for possible criminal or civil prosecution. Pictures shall be taken and any unauthorized devices removed.

4.10.2.2 When tampering has occurred which reverses or bypasses the water meter, the Corporation shall sever service from the main water line to prevent a possible

recurrence. Prior to disconnection of service, the Corporation shall inform whatever person may be present at the premises at the time of such disconnection of its intended action and the reason therefore. If no one is present, the corporation shall disconnect service without additional notice.

4.10.2.3 In cases of meter bypass or reversal, or where the meter seal, curb stop or lock has been broken, the account of the Member shall be back-billed for the cost of the damaged equipment plus an estimated amount of water consumed and not paid for.

5 ENGINEERING REQUIREMENTS

Section 5 provides information regarding the engineering requirements of the Corporation and procedures for obtaining a commitment for a potable water supply service to new facilities.

5.1 Water Extensions or Improvements

5.1.1 The developer shall be advised during an initial coordination meeting with the Corporation as to whether service is available and whether water extensions or improvements shall be required.

5.1.2 Extensions or Improvements shall be required when:

5.1.2.1 There is no existing service to a development or existing water systems are not of adequate size to provide service for that development.

5.1.2.2 There is no existing service in the street fronting the premises for which service is requested.

5.1.2.3 An existing water main is not of adequate size to serve both sides of the street.

5.1.2.4 On-site water systems must be constructed for the project to serve development proposed by the developer.

5.1.3 A developer may be required to extend a water main across the entire frontage of the property which is being connected to an existing main.

5.1.4 The developer shall install at his cost all water improvements internal to his project. These costs shall be in addition to the connection fees, system development charges and other charges described herein. The developer shall agree to convey to the Corporation all water improvements internal to his project that the Corporation may reasonably require to serve the project, other projects and/or anticipated future development. The developer shall furnish, at no charge to the Corporation, all necessary easements an/or rights of way for these improvements.

5.1.5 The developer shall submit two (2) sets of construction plans and specifications and permit applications to the Corporation for review. An engineer, registered in the

State of Florida, shall have signed and sealed these documents. The plans and specifications shall be in conformance with the appropriate sections of the "General Utility Specifications of the Corporation as well as appropriate regulations of DEP.

5.1.6 For all improvements involving the right-of-way of a state highway, the developer shall submit to the Corporation a permit application to DOT and two (2) sets of drawings.

5.1.7 The developer shall agree to allow representatives of the Corporation access to his property to witness pressure, and bacteriological tests on distribution lines.

5.1.8 The developer shall furnish the Corporation results of pressure and bacteriological tests, DEP clearance, As-Built plans on the water system certified by a professional engineer that the water system was installed in accordance with the approved plans and specifications.

5.1.9 Service will be initiated upon receipt of pressure test, bacteriological tests, DEP clearance and As-Built plans, and satisfactory inspection of installed facilities by a representative of the Corporation, and all fees and charges have been paid to the Corporation.

5.1.17 System Design; General Criteria

5.1.17.1 Water main extensions shall be designed so as to provide adequate flow and/or pressure to all service points along the distribution system.

5.1.17.2 Water mains shall be of adequate size and pressure for fire protection purposes needed for the development even though sufficient water supply for those purposes may not exist at the time of construction.

5.1.17.3 Fire lines and fire protection equipment (including backflow devices) within the development shall remain the responsibility of the Developer/Owner. (MHW will not maintain or repair fire lines or other fire protection equipment within the development). Fire line backflow devices must be RPZ with bypass meter.

5.1.17.4 Appropriate provisions of FAC Chapter 62 as well as the Corporation's "General Utility Specifications" shall be followed.