



IMMOKALEE
WATER & SEWER
DISTRICT

CUSTOMER RULES

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1.0 DEFINITIONS

"Administratively Refunded" a process whereby a deposit is applied to outstanding accounts that have not made payments within a specified period.

"Availability of Sewer Service" shall be defined as a gravity sewer line of the District running adjacent and within 200 feet of the lot or parcel under consideration.

"Availability of Water Service" shall be defined as a water line of the District running adjacent to a property line of the lot or parcel under consideration.

"Backflow Preventer" is an AWWA approved assembly or means designed to prevent backflow.

"Base Charge" a minimum charge to a Consumer for fixed costs. This does not include any usage charges for water and or wastewater service. Variable usage charges are a separate charge.

"Board" shall mean the Board of Commissioners of the Immokalee Water and Sewer District.

"Commercial" is a category of non-residential service that includes but is not limited to hotels, motels, bed and breakfast inns, restaurants, and any other business .

"Consumer" shall mean an individual, firm, association, or corporation who has executed an application for water or sewer service, paid the applicable deposit, charges or fees, and to whom the District has agreed to supply water and/or sewer service.

"Cut Off" a process whereby the water meter is turned off due to non-payment of an account.

"District" shall mean the Immokalee Water and Sewer District.

"District Cross-Connection Control Program" are those requirements stipulated in the latest version of the Immokalee Water & Sewer District Cross-Connection Control Program Manual, as required by the Environmental Protection Agency (EPA).

"Dwelling" a building used as a home, in which people live.

"Single family Dwelling" any individual dwelling unit served by its own water meter.

"Multiple dwelling unit" any dwelling unit served in common with one or more dwelling units by a single water meter.

"Grease Control Program" are those requirements stipulated in the latest version of the Immokalee Water & Sewer District Grease Control Program Manual.

"Grease Trap" is a grease interceptor or an assembly or means designed to prevent grease and oil from entering the wastewater collection system and may also include an oil separator.

"Irrigation Only Meter" is a meter for irrigation purposes that is charged no monthly sewer fees.

"Late Fee" a charge to cover administrative costs for collecting payments after the due date.

"Lock Out" a process whereby a locking device is placed on a water meter to ensure termination of service as a result of non-payment of account.

"Meter Re-Installation" the installation of a water meter that was previously removed.

"Meter Removal" the final step after Lock-Out and Account Inactivation for nonpayment of an account.

"Meter Replacement Fee" the fee that will be charged to accounts when the meters are damaged and must be replaced, and there is no suspicion of tampering. This fee is used in addition to the other costs associated with the replacement of the meter, which would include the cost of the entire meter, antennae, meter register, etc.

"Meter Tampering Fee" the fee that will be charged when it appears that the meter was intentionally damaged. In addition, costs of replaced parts will also be charged in each instance where it is determined that the meter has been tampered with. If the meter is on a property that is deemed to be commercial or rental property, the property owner will be notified so that proper legal action will be taken.

"Owner" shall mean an individual, firm, association, or corporation who owns or leases land within its District.

"Plumber" means one licensed to the plumbing trade in Collier County, Florida.

"Payment Extension" an additional time period granted to a Consumer at the discretion of the District.

“Payment Plan” an agreement between a Consumer and the District to pay for fees or services over a period of time.

"Residential" is a category of service that applies to a single-family dwelling or to each residential unit in a mobile home park, duplex or multiple dwelling building, and includes residential migrant housing.

“Tampering” any act (direct or indirect) by the Consumer, or by others with the Consumer’s knowledge, and that said act will or may harm any District system. Harm would include, but not be limited to reduction in operational efficiency, damage to infrastructure, loss of revenues or additional cost to District. Key elements are Consumer’s knowledge of the act and the potential to harm a District system. The Consumer does not need to be knowledgeable of the potential harm the act may cause. (Also see PL 107-188 for Federal Definition of Tampering and federal penalties.)

“Tampering Charge” a charge imposed by the District for each instance of tampering. The purpose of a Tampering Charge is to discourage acts which may harm any District system.

“Temporary Water Consumer” any Consumer of the District that accepts water from a hydrant or similar source utilizing a temporary water meter.

“Turn On/Turn Off” Consumer requested service by which District turns water on or off at the meter to avoid loss of water during extended periods of absence or under emergency conditions.

"Usage" the amount of flow registered through a meter.

"Utility Construction Specifications" are those requirements stipulated in the latest version of the Collier County Water & Sewer District "Standards and Specifications Ordinance"; with the provision that requirements set forth in the District Grease Management Program, Cross Connection Control Program and IWSD Utility Exceptions supersedes those specifications, in the affected areas.

“Wastewater" or “Sewer” an untreated domestic sewage and/or commercial water-based waste product.

“Water" a potable product of the water treatment system.

“Water Conservation Charge” an additional surcharge placed on water usage rates when directed by Board resolution.

2.0 PROHIBITED SERVICES

No water supply or sewage disposal service shall be furnished or rendered free of charge to any person, firm, corporation, government unit or any other entity except for firefighting services. Fire lines used for fire suppression shall be metered and the Consumer charged for any flow. There will be no base charges for the fire assembly connection to the potable water supply. Those entities which use the services of the District shall pay therefor at the rates fixed and in accordance with the Rules and Regulations adopted by the Board.

3.0 CONNECTIONS

3.1. WATER SYSTEM CONNECTION REQUIRED

Where water service is available, the owner of every lot or parcel of land within the Immokalee Water and Sewer District, shall connect, or cause the plumbing of any building or buildings thereon to be connected, with the central water system of the District, and use the facilities of such system. All such connections shall be made in accordance with the rules and regulations and the utility construction specifications, which shall be adopted from time to time by the Board. The rules and regulations shall provide for a charge for making any such connections in such reasonable amount as such Board may fix and determine. Within twelve months of receipt of notice from the Board, all parcels and lots which contain any building or trailer used for either residential, commercial or industrial use, which at the time of the adoption of this rule obtained water service from sources other than the central municipal system operated by the District shall disconnect from such existing water service and connect to the water system of the District. For existing homes that are forced to connect, the consumer may petition the Board. The consumer must ensure that there are no cross connections between their existing water system and the District's potable water line. Inspections may be performed by District personnel. The District will install backflow preventers in accordance with the existing cross connection control program and charge the requisite fee for same.

3.2. SEWER SYSTEM CONNECTION REQUIRED

Where sewer service is available, the owner of each lot or parcel of land within the Immokalee Water and Sewer District, shall connect or cause the plumbing of any building or buildings or trailer or

trailers to be connected with the public sewer facilities of the sewer system of the District. Such facilities must be connected within three (3) months following notification to do so by the Board. All such connections shall be made in accordance with rules and regulations and the utility construction specifications as adopted from time to time by the Board, which rules and regulations may provide for a charge for making any such connections in such reasonable amount as the Board may fix and determine. No connection or connections shall be required where said sewer system or line is more than two hundred (200) feet from such lot or parcel of land.

3.3. REQUIRED CONNECTIONS

These rules shall not be construed to require or entitle any person to cross the private property of another to make any such water and/or sewer connection. Any agreements made between property owners who choose to cross property lines, will not now or ever involve the District.

3.4. SANITARY REQUIREMENTS

Every residence and building in which human beings reside, are employed or congregated, shall be required to have a sanitary method of disposing of human excrement, namely a sanitary toilet that is either connected with the District sewer, or an approved type of septic tank. A septic tank will be used only if the property is more than 200 feet from the sewer line or if, in the judgment of the District, sewer service is unavailable or impractical at a particular location.

3.5. DISPOSAL REQUIREMENTS

It shall be unlawful for any person, persons, firm or corporation owning or leasing any premises in the District to permit the disposal of any human excrement on any property, leased or rented by any such person, firm or corporation or the agent of any such person, firm or corporation, except in a sanitary toilet where sewage lines are available as defined above.

3.6. SEPTIC TANK

No septic tank shall be constructed, if said parcel is within 200 feet of a sewer line, unless the District has otherwise determined that sewer service is unavailable or impractical at such location. No septic tank shall be constructed within the District until it is approved by both the State Department of Environmental Protection and the Collier County Building Department, and the proposed site is also approved by the Collier County Building Department. The District may require that the owner provide

a pumping system to pump sewage to an existing sewer service if sufficient drop is not available for gravity sewer service.

3.7. UNLAWFUL CONNECTION

No person shall be allowed to connect into any water or sewer line owned by the District without the written consent of the District, and then the connection with such line shall be made only under the direction and supervision of the District and in accordance with the utility construction specifications. Any property owner agent of the owner, or plumber who shall make any connection without such consent of the District shall, upon conviction, be subject to the penalties provided in section 14.0 and as provided by law. Service will be subject to discontinuance until such unauthorized activity is discontinued and full payment of all outstanding amounts due is made.

3.8. SERVICE REQUIREMENTS FOR NEW CONSTRUCTION & REMODELING

No consumer, person, firm, corporation, or government entity shall build or remodel; or cause to be built or remodeled, any structure used for human habitation or occupancy which is located on a parcel or lot which is adjacent to water lines of the District without connecting to the District water system. Water service will be denied unless plans for construction or remodeling have been reviewed and approved by District staff and a valid Collier county building permit has been provided.

An initial Pre-Application Meeting with the District is required before any plans are submitted for review. The purpose of the meeting is to understand the proposed development or conceptual development and potential capacity demands on the water and wastewater systems and facilities. A determination will be made if modeling is required to determine the level of service impacts.

3.9. MODELING

The District will provide its model for the consumer to load and run scenarios for the proposed development. The consumer will provide a summary of changes, results, and recommended capacity improvements, if necessary. A verification of the modeling will be performed by the District modeling contractor.

3.10. DEVELOPMENT APPLICATIONS

Any new development must submit a complete and sufficient District application. The applications are located on the District's website: www.immokaleewatersewer.com

3.11. DEVELOPER PLAN REVIEW COSTS

When the plans are submitted, the consumer shall submit a \$5000.00 deposit for development plan reviews. The funds will be placed in a non-interest-bearing account. The District will submit plans from consumers for review by the appropriate District Department and the District Contract Engineer. Costs incurred by this review process will be deducted from the deposit. Once the review is complete and an approval of the development plan(s) is issued, any remaining balance of the deposit will be refunded to the consumer. The consumer will be provided with monthly statement reflecting review charges and remaining balance. If the review will exceed the initial deposit amount, the consumer will be notified with the additional amount. The additional amount must be paid before further reviews occur.

If the total review charges do not meet or exceed the deposit amount, any remaining balance will be refunded to the consumer.

3.12. HYDRANT REQUIREMENTS FOR ACCEPTANCE

Fire hydrants must meet standards as set forth in the National Fire Protection Association (NFPA). In addition, it must be unobstructed to permit easy access and operation. Blue reflective markers shall be affixed to the center of the highway with the reflective area facing the traffic flow. A flow test in accordance with the Immokalee Fire Control District guidelines, must be submitted. A thrust block inspection must be performed by District personnel, prior to being covered with soil.

3.13. CONNECTION REQUIRED

No person, firm, corporation or government entity shall build or remodel or cause to be built or remodeled any structure used for human habitation or occupancy within the District which is within two hundred (200) feet of a public sanitary sewer line without connecting to the District sewer system, unless the District has determined that sewer service is unavailable or impractical at a particular location.

3.14. CONNECTIONS MAY BE MADE BY DISTRICT

If any such owner of any lot or parcel of land within the District, shall fail or refuse to connect with and use the facilities of the water system and the sewer system of the District after notification by the Board, as provided herein, then the District shall be authorized to apply to a competent court of jurisdiction for an order authorizing the District to make such connections, entering on or upon any

such lot or parcel of land for the purpose of making such connection. The District shall thereupon be entitled to recover the cost of making such connection, together with reasonable penalties and interest and attorneys' fees, by suit in any court of competent jurisdiction in addition, and as an alternative means of collecting such costs of making such connections, the District shall have a lien on such lot or parcel of land for such cost, which lien shall be of equal dignity with the lien of State and County taxes. Such lien may be foreclosed by the District in the same manner provided by the laws of Florida for the foreclosure of mortgages upon real estate, and such lien may be foreclosed and collected as a tax lien.

3.15. CONNECTING OLD PLUMBING

Whenever it is desirable to connect old plumbing with the water and sewer lines of the District, the Consumer or plumber contemplating doing such work shall notify the District, whose representative will inspect said old plumbing and notify the Consumer or plumber what alterations will be necessary to place said old plumbing in an acceptable condition for such connection. Any Consumer or plumber who shall make any connection without the approval of the District shall, upon conviction, be subject to the penalties hereinafter provided and as provided by law.

3.16. MAINTENANCE OF CONSUMERS ONSITE PLUMBING SYSTEM

Each Consumer shall be responsible for the maintenance of water and sewer service lines connecting the consumers premises to the water and sewer lines of the District. Water service lines shall include all piping and appurtenances on the Consumers side of the District water meter serving the property. Sewer service lines shall include all sanitary sewer lines and appurtenances on the Consumers property upstream of the service lateral connection point. The Consumer shall maintain water service lines in a leak free condition and shall not install water lines closer than 10 feet from sewer lines. The consumer shall maintain sewer service lines clear of obstructions and in a leak free condition. Consumer's sewer lines shall not allow the entrance of ground water or surface water into the sewer lines of the District. An unauthorized discharge penalty fee will be charged each month for allowing the entrance of ground or surface water into the sewer lines of the District. District personnel will take a dated digital picture, and fill out the required forms to document the violation. In the event the requirements of this paragraph are not complied with, the District shall have the right to discontinue water service to the Consumer until such time as the Consumer completes

corrective action to bring his onsite water and sewer service lines and appurtenances into compliance with the requirements of this paragraph. In those instances where the Consumer has his own private water supply, the District shall have the right to cut off such water supply to the plumbing system of the Consumer, and the Consumer shall have no right to reconnect his own private water supply until such time as the Consumer completes corrective action to bring his onsite water and sewer service lines and appurtenances into compliance with the requirements of this paragraph. Consumers who have master meters with additional individual meters at each unit will be responsible for repairs on the service side of the master meter. Any difference in readings between the master meter and the individual meters will be billed to the owner.

3.17. DISTRICT CROSS CONNECTION CONTROL PROGRAM

All consumers shall comply with the requirements of the District Cross Connection Control Program, or service will be discontinued.

3.18. SEPARATE CONNECTIONS FOR EACH SEPARATE UNIT

Each residential unit, whether occupying one or more lots and whether it shall occupy any lot or parcel jointly with any other residential unit, may be considered a separate unit for the payment of water and sewage disposal fees. Master meters for apartment buildings and mobile home parks, etc., may be required by the District.

3.19. DISTRICT GREASE MANAGEMENT PROGRAM

All consumers shall comply with the requirements of the District Grease Management Program.

New commercial consumers or existing buildings that change the type of usage must be inspected to make certain that they meet the requirements of the program. For example, when a building changes from an office or a residence, to a restaurant, it must be inspected to make certain that that they have a grease trap of the correct specifications for the new purpose.

4.0 APPLICATION FOR SERVICES

4.1. APPLICATION AND DEPOSIT REQUIRED

The Consumer will make application for service, in person, at the office of the District and at the same time make the deposit guarantee required herein. All applications are accepted by the District

with the understanding that initial and continued service is subject to availability of water. Property owners will provide a list, in writing, to the District of the properties that are in their name, so that a late notice can be sent to them. The list should state who the agent is, and where they want information sent to about their accounts. Property owners will review the notices and assure that the correct tenant is listed. Property owners will agree to create leases that include a clause that the tenant must have water and sewer services through IWSD. Failure to have water and sewer service is a public health issue, which would constitute a violation of the lease, and be grounds for eviction. Property owners must follow through on evicting tenants that do not comply with the rules. The lease shall state that the tenants may not sublet to anyone else, and should list who is residing at the address. If a husband and wife are both on the lease, then both names should be listed on the IWSD account. Property owners will require that tenants provide proof, in the form of a receipt showing that security deposit and connection fees or transfer fees are paid, before they allow them to move in. The tenant must be able to provide a valid State or US government issued photo identification, and be of legal contracting age, in order to place the service in their name. If there is no lease, then the person applying for service will have to provide proof of ownership, in order to have the service started. Tenants will have to pay all outstanding balances that are due in their name at the time that service is started.

Once an account is properly closed by a tenant, any additional charges that accrue, such as inactive usage, or meter tampering, must be paid by the property owner, before service can be started. When an account is turned off, or placed on vacation, the meter will be locked unless the property owner or property manager has made arrangements with the District, and will be responsible for the water use in the unit.

If the property owner follows these guidelines, in order to reduce the liability to the District, they will not be required to pay the outstanding bills left by the tenant. Commercial accounts must have a lease, but they do not need to have the clauses regarding having the water and sewer services through IWSD. In this case, the Property owner would be responsible for any unpaid fees.

4.2. REJECTION BY DISTRICT

- a) Excessive Cost: The District may reject any application for service not available under the standard rate or which involves excessive service cost, or which may affect the supply of service to other consumers or for other good and sufficient reasons.
- b) Unpaid Services: The District may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location. Also, when water or sewer service has been furnished at any location, and bills have been incurred and not paid for at said location, the District shall not be required to render service at that location until all incurred bills have been paid, by the applicant or the property owner.
- c) Rule Violations: The District may reject any application for service by anyone who is in violation of these Rules and who has not corrected such violation.

5.0 DEPOSITS

5.1. DEPOSIT GUARANTY

Consumers of the District will make a minimum deposit in accordance with the Schedule in Appendix C. which will be deposited in a non-interest-bearing account. New applications for service involving a multi-family dwelling with four or more separate living areas or facilities served by one meter will be charged for a security deposit based on the meter size instead of the Equivalent Dwelling Unit (EDU).

For commercial accounts, the deposit shall be based on the meter size in accordance with Appendix A.

A separate deposit is required for each water meter installed, and the consumer in whose name the deposit is made, shall be responsible for payments of all bills incurred in connection with the service furnished.

5.1.1. FLOATING DEPOSIT

Property owners can set up a floating deposit for the purpose of cleaning and maintenance of units.

5.2. DEPOSIT REFUND

A deposit shall be refunded upon final reading and discontinuance of service from the District water system and/or sewer service. The District reserves the right to deduct final billing or any accrued

indebtedness from said deposit, and the balance, if any, shall be refunded to the Consumer. The District reserves the right to require the Consumer, upon application for deposit refund, to produce a receipt for the initial deposit properly endorsed by an employee of the District. Any District check written for the purpose of refunding a consumer's deposit, that is not cashed within one (1) year will be subject to compliance under the Florida Statutes Section 717 (Unclaimed Property's Act).

5.3. CASH REFUND

The District occasionally needs to make corrections on consumer accounts due to incorrect meter readings or changes in Equivalent Dwelling Units (EDUs). In the event that a customer has a credit on their account for an amount more than or equal to three months of their average bill, due to this type of circumstance, they may request a cash refund. The cash refund must be approved by either the Executive Director. However, in the event that the refund would be greater than \$1,000, it must be approved by the Board, before a check would be issued.

6.0 MINIMUM CHARGES

6.1. SEPARATE CHARGE FOR EACH METER

Minimum charges, as provided in the Schedule of Rates by the District shall be made for each water meter and/or sewer service connection installed, regardless of location. Each water meter is considered a separate and individual account. Minimum charges shall consist of Fixed Charges for water and/or sewer service for each dwelling or living unit and a Water Meter Reading, Billing Charge (Special Charge), and Cross Connection Control Fee, for each meter and/or sewer connection.

6.2. MOBILE HOMES DUPLEXES OR MULTIPLE DWELLING BUILDINGS

For water service to a mobile home park, duplex or multiple dwelling building not served by individual water meters for each living unit, the monthly minimum fixed charge shall be the same as it would be for individually metered service; i.e. a minimum monthly fixed charge shall be applied for each living unit. For sewer service to a mobile home park, duplex or multiple dwelling unit not individually connected to the District's sewer system, the monthly minimum fixed charge shall be the same as it would be for individually connected buildings, i.e., a minimum monthly fixed charge shall be applied for each living unit. A Water Meter Reading, Billing Charge (Special Charge), and Cross Connection Control Fee, will be charged for each meter and/or sewer connection.

6.3. SPECIALLY CONSTRUCTED ROOMING HOUSES

Rooming houses which provide sleeping accommodations that are not separated by partitions and which have common bathing and toilet facilities for occupants, shall be charged a minimum monthly service charge for water equal to that charged commercial use consumers. Such consumers shall likewise be charged for sewer usage according to the commercial rates adopted by the District. Consumers shall provide a current copy of their Collier County Occupational License, at the time the account is activated.

6.4. RESPONSIBILITY FOR PAYMENT

Consumers shall be responsible for payment of the minimum fixed charges on each residential unit and a water meter reading and billing charge, regardless of whether or not such residential unit is occupied or unoccupied, unless service has been properly discontinued, with an order signed by the consumer in whose name the service is in.

6.4.2. DISCONTINUATION OF THE PENNY AND CASH ROUNDING

With the discontinuation of the United States one-cent coin (penny), all cash payments will be rounded up to the nearest five cents (\$0.05), with the round amount applied as a credit to Consumer's account. This does not apply to any other form of payment.

6.5. ADDITIONAL UTILITY SERVICES

Any residential Consumer who chooses to do so, may request that a water meter, backflow preventer, and sewer service be installed for each, separate residential unit, upon making application for the same and posting the required deposit, connection fee, meter and backflow preventer installation charge, and sewer permit fee, if applicable; for each water meter and sewer service to be installed. Such installation should be made at the right-of-way. Master meters will be maintained for auditing purposes. All plumbing modifications will be the responsibility of the consumer.

6.6. SINGLE PURPOSE

Water and sewer service furnished for a given lot shall be used on that lot only. On any new construction, as of the adoption of these rules and regulations, each class of service must be separately metered. Each separate meter for Consumer service at a single location must be placed in a single delivery and metering point. In mixed residential/commercial services established prior to

the adoption of these rules and regulations, fixed charges will be calculated by either meter size or number of multi-family units, whichever is greater.

6.7. RESIDENTIAL OR COMMERCIAL ACCOUNTS

To clarify the categories, the District will utilize the Department of Business and Professional Regulation, and Collier County Occupational licensing criteria for public lodgings. If the structure is licensed as a motel, hotel, or other transient establishment by both entities, it will be charged the commercial rate. If it is licensed as an apartment, or a non-transient establishment, it will be charged the residential rate. If it is licensed and permitted by the Department of Health, or classified as residential migrant housing, it will be charged the residential rate. Consumers shall provide a current copy of the relevant licenses, at the time the account is activated.

7.0 RATES

Rates are determined through a revenue sufficiency study and are approved by the Board during a public hearing

7.1. RATES FOR SPECIAL LARGE USERS

The District reserves the right to enter into contracts with large users of water and/or sewer service for the purpose of setting and determining a monthly charge or rate for the use of such services, which monthly rate or charge may be computed upon a different basis than set forth in the paragraph immediately preceding. Such contracts shall be entered into by means of resolution duly adopted by the District.

7.2. CONNECTION FEES

Connection fees can be found in Appendix B.

8.0 RESPONSIBILITY OF THE DISTRICT

WATER SERVICE

- a) The District shall run a service line from its distribution line to the property line where the distribution line exists and runs immediately adjacent and parallel to the property to be served. Installation fees can be found in Appendix B.

- b) The District may install its meter and backflow preventer at the property line or, at the District's option, on the Consumer's property or in a location mutually agreed upon.
- c) When two or more meters are to be installed on the same premises for different consumers, they shall be closely grouped and each clearly designated as to which Consumer it applies.
- d) The District does not assume the responsibility of inspecting the Consumer's internal piping or apparatus, except for the purpose of determining compliance with the District's rules and regulations and will not be responsible therefore. The District shall, if it deems appropriate, inspect the lines and piping up to the structure.
- e) The District reserves the right to refuse service unless the Consumer's lines or piping are installed in such a manner as to prevent cross-connections or backflow. Commercial and residential meters shall be installed, but not activated, until after inspection of Consumer's backflow prevention device. An RPBA cross-connection control device shall be required for each existing and each new service connection on the District water system in accordance with the District's Cross Connection Control Program. In addition to the RPBA requirement at the meter, internal cross connection control could include the installation of approved cross connection control devices, periodic inspections of the customer's property, or the requirement that the customer's onsite piping be modified to protect the District's or customer's water system.
- f) The District shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the Consumer's premises, unless such damage results directly from negligence on the part of the District. The District shall not be responsible for acts or negligence of third persons or forces beyond the control of the District, resulting in any interruption of service.
- g) Wherever practical, the Consumer will be notified of any anticipated interruption of service.
- h) A construction meter or temporary meter may be obtained and installed for the purpose of new construction, and will be billed monthly for water service until the end of the construction period. An approved backflow prevention device must be installed, in accordance with the District Cross Connection Control Program. A commercial deposit, based on the size of the meter is required. The meter must be returned to the District office when construction is complete.

8.1.1. METER TAMPERING POLICY

Determination of Tampering: The Field officer brings to the attention of the Distribution Coordinator. Consumer and property owner are notified. Photo of area, and tampered meters are taken. Final approval to charge tampering fees is given to the Executive Director. The Consumer's past history and present standing will be taken into consideration. For the purpose of evidence all accounts suspected of tampering shall be photographed, at different angles by the Distribution Coordinator, before the meter is removed. It should meet the threshold of some or all the following **Acts of Malice**:

- a) Attempting to avoid or show accurate water reading by: breaking glass to make meter unreadable, cutting wire to transponder, tampering with antennae, or using any other method to make the reading unobtainable.
- b) Stealing water by cutting locks or wings, removing water meter, replacing with another meter, or inserting any device to bypass meter and deliver water to supply side of incoming line to the consumer.
- c) Any device set on or near with the purpose of giving false reading of electronic meter.
- d) Cutting wings to avoid securing meter in an "off" position.

Meter Damage (not an Act of Malice): Any act beyond the control of the consumer should not warrant tampering charges and should be left to the discretion of the Executive Director, of the District.

Meter Failure: When a meter fails to perform to the standards set by the District and/or contracting regulations, it shall be replaced with no additional charge to the consumer.

Meter tampering fees can be found in Appendix B.

To define a consumer as having a good history: Consumer will need to have a good payment record, and they have had at least two years in the community with no incidents. (For example: Late fees would not be detrimental to their history, but checks for insufficient funds, or lock fees, would be considered against them.) For the purpose of this policy, the consumer's history would transfer with them, and within a 5-year consecutive period:

If a meter is damaged due to an accident (run over by vehicle or lawn mower):

First time, the District will send a letter stating that the damage was done. The District will waive the fees and will inform the customer that they will be responsible for any further damage done at that location.

Second time: All fees would be charged to the customer, including cost of meter, or meter part, and meter replacement fee.

Multi-Property Owner

In the event the damage is at a meter whose owner owns more than one unit, and that owner has been deemed to have a good history:

- 1-20 units – 2 replacements without charges for supplies or replacement fee. The 3rd unit and any additional units would be charged.
- 21-40 units – 3 replacements without charges for supplies or replacement fee. The 4th unit and any additional units would be charged.
- 41-60 units – 4 replacements without charges for supplies or replacement fee. The 5th unit and any additional units would be charged.
- 61-80 units – 5 replacements without charges for supplies or replacement fee. The 6th unit and any additional units would be charged.
- 80 units and over – 6 replacements without charges for supplies or replacement fee. The 7th unit and any additional units would be charged for the costs related to the meter replacement.

Any act considered an **Act of Malice** will be considered tampering and will be charged all applicable meter and tampering fees.

In an effort to deter losses in water revenue, service calls and meter repair, any detected water meter tampering will be reported to the police, investigated and, whenever possible, charges filed. This is in accordance with Section 812.14, Florida Statutes, relating to theft of services, and Section 877.09, Florida Statutes, tampering with sewer systems, with regard to anyone who intentionally obtains water or sewer service for himself or another. This is a first-degree misdemeanor in Florida and punishable by a fine not to exceed \$1,000, confinement in jail for a term not to exceed one year, or both.

8.2. SEWER SERVICE

- a) The District shall extend a service line from its main sewer to the property line where the main sewer exists and runs immediately adjacent and/or parallel to the property to be served, and for which a sewer permit fee will be charged and can be found in the Miscellaneous Fee Schedule (Appendix B), or actual cost if higher, to be paid by the owner for each such new service. At selected locations within the District, service lines currently exist and are available for use as connection points for Consumer service lines. The Consumer requesting new sewer service shall endeavor to utilize existing service lines if available at locations adjoining the Consumers property. A sewer permit fee or actual cost if higher, will be paid by the owner for each connection to an existing line. If the boundaries of a consumer's property were changed after 1982, when the original sewer system was constructed, the District shall not be required to provide a sewer service connection. The consumer will be required to construct said service lines to District standards.
- b) In the event a consumer has already purchased a sewer permit and needs only a visual inspection, the inspection fee will be charged. If a re-inspection is required, a fee will also be charged as listed in the Miscellaneous Fee Schedule (Appendix B).
- c) The District does not assume the responsibility of inspecting the Consumer's internal piping or apparatus and will not be responsible.
- d) The District shall, if it deems it appropriate, inspect the Consumer's lines and piping up to the structure. The District reserves the right to refuse service unless the Consumer's lines and piping are installed in such a manner to prevent infiltration from ground water or storm water.
- e) The District shall not be liable for damage of any kind whatsoever resulting from sewage on the Consumer's premises, unless such damage results directly from negligence on the part of the District. The District shall not be responsible for the acts or negligence of third persons or forces beyond the control of the District, resulting in any interruption of service.
- f) Wherever practical, the Consumer will be notified of any anticipated interruption of service.
- g) The District reserves the right to refuse service unless the Consumer's lines or piping are installed in such a manner as to comply with the District grease management program.

8.2.1. UNLAWFUL DISCHARGE

The Consumer shall not discharge or cause to be discharged into the District wastewater system any waste harmful to the system to include but not limited to the following:

- a) Gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid(s), solid(s), or gas(es).
- b) Antibiotics, toxic or poisonous solids, liquid, or gases in any quantity, either singly or by interaction with other wastes, which would injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant.
- c) Any waters or wastes having a pH lower than 5.5 or higher than 9.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the wastewater facilities.
- d) Any liquid having temperature greater than 150° Fahrenheit.
- e) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or otherwise interfering with the proper operation of the wastewater facilities such as, but not limited to, ashes, bones, cinders, sand, mud, straw shaving, metal, glass, rags, feathers, tar, plastics, wood, lint, un-ground garbage, whole blood, manure, hair and fleshings, entrails, paper dishes, cups, milk containers either whole or ground by garbage grinding, excessive grease, paint thinners, floor and paint stripping compounds.
- f) Any chemical compounds producing toxic, flammable, or explosive gases either upon acidification, alkalization, oxidation or reduction.
- g) Any waste from industrial processes, hospital procedures or commercial processes containing viable pathogenic organisms.

If any waters or wastes are discharged or are proposed to be discharged into the District's wastewater system which contain or possess the restricted or prohibited characteristics enumerated in these rules and which in the sole judgment of the District may have a deleterious effect upon the wastewater facilities, process, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the District may:

- a) Reject the wastes,

- b) Require pretreatment to an acceptable condition for discharge to the District's wastewater system,
- c) Require control over the quantities and rates of discharge, and/or
- d) Require payment to cover added cost of handling and treating the wastes not covered by wastewater rates and charges under the provisions of District rules.
- e) If the District permits the pretreatment or equalization of waste flows, the design and installation of the facilities and equipment shall be subject to the District's review and approval. All facilities with outside grease interceptors shall provide proof of grease removal and quarterly inspections of grease interceptors to the District. Failure to do so may result in discontinuance of service.

9.0 CONSUMER'S RESPONSIBILITY

9.1. PIPING ON CONSUMER'S PREMISES

Piping on the Consumer's premises must be so arranged that the connections are conveniently located with respect to the District's water lines or sewer mains. If the Consumer's piping on Consumer's premises is so arranged that the District is called upon to provide additional water meters or sewer services, each place of metering or sewer service will be considered as a separate and individual account.

9.2. WATER METER AND CUT-OFF VALVES

Where a water meter is placed on the premises of a Consumer, a suitable place shall be provided by Consumer for placing such meter, unobstructed, and accessible at all times to District personnel. The Consumer shall furnish and maintain a private cut-off valve on the Consumer's side of the water meter. The District is to provide a like valve on the District's side of such meter. The Consumer shall insure that all water lines which are shut off that are on the premises of the Consumer are sufficiently plugged to keep foreign matter, including ground water, from entering the District's system.

9.3. PROPER INSTALLATION BY CONSUMER

The Consumer's piping and apparatus shall be installed and maintained by the Consumer at the Consumer's expense, in a safe and efficient manner and in accordance with the District's rules and

regulations and in full compliance with the sanitary regulations of the State of Florida Department of Environmental Protection.

9.4. LOSS OF DISTRICT'S PROPERTY

The Consumer shall guarantee proper protection for the District's property placed on the Consumer's premises and shall permit access to it only by authorized representatives of the District. In the event that any loss or damage to the property of the District or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Consumer, his agents or employees, the cost of the necessary repairs or replacements shall be paid by the Consumer to the District and any liability otherwise resulting shall be assumed by the Consumer. Damage to a meter due to Consumer's willful act will make the Consumer liable for a tampering charge; all costs to repair or replace the meter and potential loss of service for repeated offenses. Tampering with the intent to harm persons under federal law is subject to imprisonment up to 20 years and fines up to \$1,000,000. The amount of such loss or damage or the cost of repairs shall be added to the Consumer's bill and if not paid, service may be discontinued by the District. In addition, a tampering fee may be charged for each instance where the District determines that the consumer has tampered with District property.

9.5. AGGRESSIVE OR THREATENING ACTS AGAINST DISTRICT PERSONNEL

It is prohibited for a consumer to threaten District personnel while in the performance of their duty. If a consumer threatens District personnel while performing District business, the employee is requested to leave the area, if possible, and notify the administration office. In the event of an emergency, they are to call 911 and report the emergency; otherwise, they are to follow the procedures for reporting a non-violent crime. Personnel can then only return to the area, with a police escort.

“Assault” is considered an intentional, unlawful threat by word or act to do violence to a person, coupled with an apparent ability to do so. “Battery” is considered an actual and intentional touching or striking of a person, against their will, with or without the use of a weapon.

10.0 EXTENSIONS TO WATER AND SEWER MAINS AND SERVICES.

10.1. EXTENSIONS NOT REQUIRED OF DISTRICT

The District may construct extensions to its water lines or sewer mains to points within its area, but the District shall not be required to make such installations unless the Consumer pays the appropriate connection charges and advances to the District the entire cost of the installation and unless it can be determined that the installation will not adversely affect the supply of service to other Consumers.

10.2. LINE EXTENSION CONTRACTS

All line extensions shall be evidenced by contract signed by the District and the person advancing funds for said extension, but each contract shall be null and void unless approved by the District Board of Commissioners.

10.3. NO REFUND FOR LINE EXTENSION COST

The District shall not be required to refund any part of the advance made by the Consumer to cover the cost of the extension.

11.0 ACCESS TO PREMISES

11.1. ACCESS BY DISTRICT

Duly authorized agents of the District shall have access at all reasonable hours to the premises of the Consumer for the purpose of installing or removing District property, inspecting piping, reading or testing meters or repairing water or sewer lines, or for any other purpose in connection with the District's service and facilities. Access to the water meters, manholes, and other works of the District, shall not be obstructed by shrubs, bushes, fences, driveways or any other condition which would prevent access by District personnel. The District requires meters to be moved to an accessible location when an obstruction occurs. The cost of this relocation is equal to the amount customarily charged for a new service of the same size, less any re-used parts. Failure to follow these rules may result in discontinuance of service. The District will not be responsible for damage to any property due to the relocating of the meter or the removal of the obstruction.

11.2. RIGHT-OF-WAY FOR DISTRICT

Each Consumer shall grant or convey, or shall cause to be granted or conveyed to the District a perpetual easement and right-of-way across any property owned or controlled by the Consumer

wherever said perpetual easement and right-of-way is necessary for the installation or maintenance of District's water and/or sewer facilities and lines, so as to be able to furnish service to the Consumer. A consumer who requests that the District repair water or sewer lines, outside of the normal right-of-way, on their property will provide a perpetual right-of-way certificate to the District.

12.0 CHANGE OF OCCUPANCY

Not less than one working days notice must be given in person or in writing at the District's office to discontinue service or to change occupancy. If after signing an "off" order, a consumer needs the water left on, he must make arrangements at the District's office in person, within one working day. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longest. A transfer fee will be charged for each transfer to another service address as listed in the Miscellaneous Fee Schedule (Appendix B).

13.0 METER READING - BILLING - COLLECTING

13.1. METER READING

The Consumer who executes the application with the District and the spouse of the applicant if living in the same dwelling, are both responsible for the payment of all water and sewer bills, fees, or other charges as may be established by District rules and regulations.

- a) Charges for water and sewer service commence with the month of installation of the meter, and other charges will be made as provided herein.
- b) Water meters will be electronically read and water and sewer bills rendered every month, but the District reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.
- c) Readings from different water meters will not be combined for billing, with the exception of compound meters, irrespective of the fact that said meters may be for the same or different premises, or for the same or different Consumers, or for the same or different services.
- d) The consumer will be responsible for all water use registering on the meter.

13.2. BILLINGS

Bills for water and sewer services will be calculated in accordance with the District's published rate schedule then in effect and will be based on the period covered by the meter readings, except where a Consumer orders a turn-off less than one month after turn-on. The minimum bill to such Consumer for such period shall be equal to a prorated amount of the minimum charge for one full month of service.

- a) Bills for water and sewer service are due and payable when rendered and shall be considered as received by the Consumer when delivered in person or placed in the United States Mail properly addressed to the billing address of record provided by the Consumer. Any bill not paid by the due date indicated on the bill shall be considered delinquent.
- b) Bills for water and sewer service will be delivered or mailed to the address on the application unless specifically instructed otherwise in writing by the Consumer.
- c) If requested in writing, the District will send bills to and receive payment from an agent or tenant. This accommodation will in no way relieve the Consumer of liability for water and/or sewer charges, and the District shall not be obligated to notify the Consumer of nonpayment of water bills by such agents or tenants.
- d) Payment shall be made at the District office or such other place as may be designated by the District, but shall always be deemed payable in Collier County.
- e) The District relies solely on meter readings, in conjunction with the established rate schedule, to determine charges. There shall be no abatement in whole or in part for water or sewer billed by reason of extended absence of the Consumer or for leaks, or for water wasted due to improperly functioning or damaged service pipes or fixtures belonging to the Consumer. Provided however, that the Board shall have the authority to adjust any bill in whole or in part.
- f) The District reserves the right to correct any bills rendered in error, within the immediate four year period.
- g) If any meter should fail to register, for any reason, or if a District employee should be unable to gain access to the meter for the purpose of reading, an estimated bill determined solely by the District will be issued.

- h) Payments made with Non-Sufficient Funds (NSF) for dishonored checks or electronic funds transfer, will be charged an NSF fee in accordance with Section 166.251, Florida Statutes, also listed in the Miscellaneous Fee Schedule (Appendix B). The consumer shall also be liable for any bank fees charged to the District for said checks. After an individual or an account has rendered two dishonored checks, their account will be placed on a cash or money order only basis. After a waiting period of two years, the District will again accept personal checks.
- i) The District will not accept third party personal checks.
- j) District personnel may not "fill out" the dollar amount on anyone's check, unless initialed in the upper right corner by two clerks.
- k) All parts sold "over-the-counter" shall be marked up to reflect a 15% stocking fee.
- l) The District has a "Good Credit Customer" policy. New customers will start at will start at a credit rating 2, and will not be considered a good credit customer until they have been a customer for at least a year. Individual accounts which are at least a year old, and which has not had late payments more than three times a year, has not been cut-off, and has not had dishonored checks; are considered Good Credit Customers. These accounts will not be cut off when they slip behind one payment. The cut-off will take place when the second month's bill is due. This is automatically calculated by the billing system.
- m) The District will consider granting extensions of time for consumers to pay their bills, once every six months.
- n) In extenuating circumstances, such as a large water leak, the District may allow the consumer to enter into a payment plan. This will be in writing and must be signed by the consumer and a representative of the District. Failure to pay in accordance with the payment plan will result in discontinuance of service. Payment plans will only be allowed once every six months, and the customer will need to pay at least half of the amount due at the time they request the payment plan.
- o) In an instance where a leak occurs in such a way that the water does not return to the sewer system, the consumer may request a credit on the sewer portion of the bill. The consumer must notify the District immediately, so that District personnel can observe the leak. The amount of sewer usage charged will be determined by using a six month average of bills, prior to the leak.

- p) If the District receives a check in the mail with incomplete information, the representative will attempt to notify the consumer by telephone to determine which account to apply the payment to. If the representative is unable to clarify the issue by telephone, the check, along with any enclosures will be returned to the consumer. If this causes the account(s) to become delinquent, the consumer will have five days, from the date the checks are returned, to clarify the issues before service is interrupted.
- q) Reproduction of public records will be provided to anyone requesting same. Costs associated with the request can be found in the District's Public Records Policy.
- r) In the event it is necessary for District personnel to adjust the valves at consumers homes, a consumer valve adjustment fee will be charged to the consumer's account as listed in the Miscellaneous Fee Schedule (Appendix B).

13.3. DELINQUENCIES

- a) Late/Delinquent notices will be mailed to the Consumer approximately two to three weeks after the regular monthly billing date, and if payment is not made by the final notice date, service may be discontinued, whether or not a consumer received a delinquent notice. At the time the final notice is generated, a late fee will be incurred as listed in the Miscellaneous Fee Schedule (Appendix B).
- b) Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the Consumer from payment.
- c) Administrative Refunds. Security deposits will be applied to outstanding balances on accounts that have been cut-off for non-payment of service, after a period of one month, or on delinquent accounts that have not had payments applied for two months.
- d) The District has adopted an uninterrupted of service policy whereby Government Agencies and essential community services will not have their water supply interrupted until such time that they are three agings late.
- e) The District accepts "guarantee of payment" letters or vouchers from various local charitable organizations. This ensures that the service will not be disconnected if the letter or voucher is presented at the Customer Service Office before the disconnection is scheduled. If the consumer fails to present the letter of guarantee before the service is disconnected, the

consumer will remain responsible for any cut-off fees or other charges related to the delinquent account. If the charitable organization doesn't pay the voucher within 30 days, the District will take the voucher out of the consumers file, and they will be required to make the payment, or make certain that the check is received from the charitable organization.

- f) Consumers can elect to have their monthly bills automatically deducted from their checking or saving account. These automatic drafts can be set up by filling out the appropriate form in the Customer Service office.
- g) The District offers on-line bill pay, as well as accepting credit card payments.

13.4. COLLECTIONS

- a) **COLLECTION OF SEWER FEES WHERE OWNER HAS PRIVATE WATER SUPPLY** Where sewage disposal fees are not paid in accordance with provisions outlined, in those instances where the Consumer has his own private water supply, the District shall have a right to cut off such water supply to the plumbing system and the Consumer shall have no right to reconnect his own private water supply until the sewage disposal fees shall have been paid in full. Any violation of this provision by reconnecting his private water supply, until such sewage disposal fees are paid in full, shall be considered a violation of these Rules and subject to the penalties hereinafter provided.
- b) **COLLECTION OF DELINQUENT BALANCES** The District reserves the right to transfer unpaid balances from inactive accounts to active accounts belonging to the same consumer. Failure to pay the balances will result in the service being discontinued.
- c) **POLICY FOR DETERMINING OUTSTANDING BILLS ON PROPERTIES THAT ARE SCHEDULED FOR CLOSING.** Charge an up-front special meter reading fee. (It can be taken by credit card over the phone, but must be paid in advance.) . Advise that there is a turnaround time of two business days on the request. Enter a computerized service order detailing the request. Present service order(s) to the appropriate water distribution personnel. When the meter reading is obtained, the "current bill" will be calculated. The "current bill" will be added to any previous balance, and reported to the requesting agency, along with information about the customer's security deposit. Advise agency that any significant delay in time between the request for the special meter reading, and closing may result in additional charges.

13.5. VACATION CHARGE

Consumers who will be away for an extended period of time may choose to put their service "on vacation". The vacation charge is a flat fee listed in the Miscellaneous Fee Schedule (Appendix B). This charge is in lieu of all normal monthly base charges. A consumer who does not notify the District and pay the vacation charge in advance, will be liable for all charges as provided herein. Accounts placed "on vacation" will be turned off and locked until the District is notified that service is to be restored.

The consumer may have the service restored by notifying the District in person, with one working days notice, or by mail with five working days notice. If a consumer returns and fails to notify the District, and begins using water, their eligibility for vacation status will end. The account will return to a normal billing status, and the consumer will be responsible for any water usage or other fees incurred.

Accounts that have been placed "on vacation" for a period of one year, with no activity, will have the security deposit applied to any outstanding balances. Any monies due to the consumer will be mailed to their last known address.

14.0 SUSPENSION OF SERVICE

14.1. REASONS FOR SUSPENSION

Water and sewer service may be discontinued by the District for any of the following reasons:

- a) Nonpayment of bills for water or sewer charges, fees or penalties, in the amount of \$10.00 or more;
- b) To prevent fraud or abuse;
- c) Willful or indifferent waste of water due to any cause;
- d) Willful or indifferent use of sewer system for disposal of ground or surface water.
- e) Consumer's willful disregard of the District's rules and regulations;
- f) Emergency repairs;
- g) Insufficiency of water supply due to circumstances not preventable by the District;
- h) Legal processes;

- i) Direction of public authorities or government agencies;
- j) Strike, riot, fire, natural disaster, accident or any unavoidable cause;
- k) Consumer's failure to maintain privately owned plumbing.
- l) Cross connections.
- m) Toxic discharges into the District's sewer system, or failure to install and/or maintain a grease trap, if required;
- n) Aggressive or threatening acts against District personnel while engaged in District business.
- o) Failure to provide access, as required in Section 11.1, to District personnel.
- p) Theft of services.

14.2. DISTRICT MAY SUE TO COLLECT MONIES OWED

Upon discontinuance of service for nonpayment of bills or for any other wrongful acts of the Consumer, if the deposit is not sufficient to cover the final bill plus any damages caused by the Consumer's wrongful and negligent acts, the District may proceed to collect payment as provided by law, and the consumer shall be responsible to pay any reasonable attorney's fee incurred by the District.

14.3. RESTORATION OF SERVICE

Service which is discontinued for nonpayment of bills or for violations of these rules by the Consumer, shall be restored only after bills are paid in full, a redeposit is made, and a service charge is paid as listed in the Miscellaneous Fee Schedule (Appendix B), for each meter reconnected.

For each reconnection made, an additional charge (lock fee) as listed in the Miscellaneous Fee Schedule (Appendix B), shall be paid for each meter seal broken, this being in addition to all deposits, redeposits, service charges and other bills of the District.

The employee who is on-call in the Water Distribution Department may be called upon to turn on a meter, after-hours. In that event, the Consumer must make sure that all fees are paid by noon on the next business day, or service will again be discontinued, and additional fees applied. Service will not be restored again until all outstanding fees are paid

14.4. PERMANENT SUSPENSION OF SERVICE

The District may in addition to prosecution by lawful authorities, permanently refuse service to any Consumer who tampers with a water meter, other measuring device, or other District property.

14.5. HABITUAL OFFENDERS

A consumer who has gone through the various processes of having their service cut off, locked, and meter removed will be considered a habitual offender of the District rules. The security deposit will be administratively refunded, and service can be denied to that consumer, with a provision that only the property owner would have the ability to apply for service. In the event the property owner is the habitual offender, they will be required to put a deposit equal to three months average for that specific property, including average incurred fees, such as cut off , lock fees and tampering fees. A consumer who repeatedly tampers with the meter or other District property may also be classified as a habitual offender. Tampering with the intent to harm persons or property will result in immediate loss of service, and prosecution under applicable federal and state laws.

15.0 COMPLAINTS - ADJUSTMENTS

15.1. CLAIMS MADE PRIOR TO DELINQUENCY

If a Consumer believes his bill to be in error, he shall present his claim, in person, at the District's office before the bill becomes delinquent.

15.2. CLAIMS MADE AFTER DELINQUENCY

If a bill becomes delinquent, a protest or claim of error shall not be effective in preventing discontinuance of service. The Consumer may pay such bill under protest and said payment shall not prejudice his claim.

15.3. SPECIAL METER READINGS

The District will make a special water meter reading at the request of the Consumer for a fee as listed in the Miscellaneous Fee Schedule (Appendix B); provided, however, that if such special reading discloses that the meter was over-read, no charge will be imposed.

15.4. PETITIONING THE BOARD FOR RELIEF

Every effort will be made to resolve consumer concerns at the administrative level. However, consumers who have exhausted all channels, administratively, and still have unresolved concerns can request to be placed on the agenda in order to petition the Board for relief. The consumer will be given notification of the date and time of the Board meeting, and will be placed on the agenda. If the consumer fails to attend the meeting, the Board will not hear their petition. In the event the

consumer is unable to attend, they must provide written notification to the Director asking for their petition to be rescheduled.

16.0 ABRIDGMENT OR MODIFICATION OF RULES

No promise, agreement or representation of any employee of the District shall be binding upon the District unless it shall have been agreed upon in writing, signed and accepted by the Board of Commissioners of the District. No modification of rates or any of the rules and regulations may be made by any agent of the District.

17.0 SUMMARY OF CHARGES

Miscellaneous Fees are listed in Appendix B.

18.0 POLICIES REQUIRED UNDER HUD GRANT

The following policies are added as required by agreement with Collier County on September 10, 2024, whereby the District is a subrecipient of a grant from the United States Department of Housing and Urban Development (“HUD”) under the Community Development Block Grant (“CDBG”) Program.

18.1. COMPLIANCE WITH SECTION 3, OF THE HOUSING AND URBAN DEVELOPMENT (HUD) ACT OF 1968

For the purposes of community development financial assistance, specifically funding awarded to the District by means of a Community Block Development Grant (CDBG), the District will adhere to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968 – New Rule - 24 CFR § 75 that aims to ensure that economic opportunities from HUD programs benefit low-income individuals and businesses. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance

for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

18.2. LIMITED ENGLISH PROFICIENCY (LEP) AND LANGUAGE ASSISTANCE PLANNING (LAP) POLICY

The District will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. The policy is to ensure meaningful communication with LEP clients and their authorized representatives. The policy also provides for communication of information contained in vital documents, including but not limited to, Consumer Confidence Report, financial disclosures, privacy policy, and third-party authorizations. The District will work to provide such interpreters or translators needed to comply with this policy. Language assistance will be provided through use of competent bilingual staff and staff interpreters. All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

19.0 APPENDICES

APPENDIX A

RESOLUTION # 2025-11

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE IMMOKALEE WATER AND SEWER DISTRICT CLARIFYING COMMERCIAL METER IDENTIFICATION PURSUANT TO THE ADVANCED METERING INFRASTRUCTURE PROJECT RELATED TO EQUIVALENT DWELLING UNITS FOR WATER AND SEWER SERVICES; TO PROVIDE FOR A SEVERANCE CLAUSE; AND TO PROVIDE FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners of the IMMOKALEE WATER AND SEWER DISTRICT (hereinafter referred to as the "Board") is empowered to construct, operate and maintain a Water and Sewer System (the "System") as described in Chapter 2022-258, Laws of Florida; and

WHEREAS, the Board is empowered to prescribe, fix, establish and collect fees, rentals or other charges (hereinafter sometimes referred to as "revenues") for the use of the facilities and services furnished by the System, said revenues to be fixed and revised from time to time so as to be sufficient at all times to provide for the expense of the operation, maintenance, and repair of such System and to provide a margin of safety over and above the total amount of any such expenses.

WHEREAS, the District is implementing an advanced metering infrastructure project replacing all the existing meters with smart meters which two (2) commercial meter sizes have different identification; and

WHEREAS, at the August 20, 2025 rate hearing, the Board of Commissioners adopted Resolution 2025-09, which adopted water and sewer rates (Exhibit A) and a Table of Equivalent Dwelling Units (EDU) for Commercial meters (Exhibit B); and

WHEREAS, District staff was not aware of the different identification for the smart meter sizes before the rate hearing and is concerned about confusion over the identification of meters by the public and staff; and

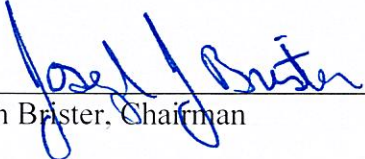
WHEREAS, it is recommended that new smart meter identifications are clarified in the Table of Equivalent Dwelling Units (EDU) for Commercial meters (Exhibit B);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE IMMOKALEE WATER AND SEWER DISTRICT, in public meeting assembled that:

1. The rates set forth in the Schedule attached hereto as Exhibit "A" are not affected by the smart meter identification. This Resolution ratifies the rates in Exhibit "A"
2. The identification of commercial meters with the advanced metering infrastructure project is different for the 5/8" and 3/4" meter sizes. The specific identification 3/4"S and 3/4" L and is included in the Equivalent Dwelling Units Table in Exhibit "B".
3. If any phase or portion of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.
4. Resolution 2025-09 is hereby superseded.
3. This resolution shall become effective on October 1, 2025.

PASSED AND DULY ADOPTED by the Board of Commissioners of the IMMOKALEE WATER AND SEWER DISTRICT, this 17th day of September 2025.

**BOARD OF COMMISSIONERS
IMMOKALEE WATER AND SEWER
DISTRICT**

BY: 
Joseph Brister, Chairman

BY: 
Bonnie Keen, Secretary

EXHIBIT "A"

**RATES - WATER AND SEWER SERVICES FOR IMMOKALEE
WATER AND SEWER DISTRICT**

1. Rates - WATER SERVICE.

For water service the following monthly charges shall apply:

A. Service Charge for each Water Meter/Account

Monthly Service Charge			
Description	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027
Per Water Meter	\$8.56	\$9.03	\$9.53

B. Fixed Water Charge for each equivalent dwelling unit

Monthly Fixed Charge per Equivalent Dwelling Unit (EDU)			
Description	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027
Per EDU	\$23.97	\$25.29	\$26.68

RESIDENTIAL & COMMERCIAL

C. Variable water charge per 1,000 gallons metered

Monthly Variable Charge per 1,000 Gallons Metered			
Description [*]	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027
1 – 10,000 Per EDU	\$4.64	\$4.90	\$5.17
Above 10,000 per EDU	\$6.56	\$6.92	\$7.30
[*] Water allowance by usage tier increases as EDUs increase per meter size (see Exhibit B). Multi-Family usage allowance reduced from 10,000 monthly gallons per unit to 8,000 monthly gallons per unit or 0.8 EDUs.			

D. Revenues derived from the proposed rates provided herein along with the use of reserves are estimated to be sufficient to meet the annual expenditure needs of the water system through Fiscal Year 2028. The District shall initiate a rate study to review the adequacy of rates beginning in Fiscal Year 2028. To the extent that cash balances are estimated to fall below minimum reserve requirements as established by the District Board, such rate study may be required sooner.

The table of equivalent dwelling units, Exhibit "B", used in computing system development charges for new water connections shall be the guide for determining the equivalency for Fixed Water Charges under this section and shall prevail unless justification for a lesser charge is accepted by the Board of Commissioners of the IMMOKALEE WATER AND SEWER DISTRICT.

2. Rates - WASTEWATER SERVICE.

For sewer service, the following monthly charges shall apply:

A. Service Charge for each Water Meter/Account

Monthly Service Charge			
Description	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027
Per Water Meter	\$7.47	\$7.88	\$8.31

B. Fixed Wastewater Charge per equivalent dwelling unit

Monthly Fixed Charge per Equivalent Dwelling Unit (EDU)			
Description	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027
Per EDU	\$40.21	\$42.42	\$44.75

C. Variable Wastewater charge per 1,000 gallons of water metered

Monthly Variable Charge per 1,000 Gallons Metered			
Description	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027
All Metered Use [*]	\$7.99	\$8.43	\$8.89
[*] Single Family sewer cap at 15,000 monthly gallons. Multi-Family sewer cap reduced from 15,000 monthly gallons per unit to 12,000 monthly gallons per unit or 0.8 EDUs.			

D. Revenues derived from the proposed rates provided herein along with the use of reserves are estimated to be sufficient to meet the annual expenditure needs of the wastewater system through Fiscal Year 2028. The District shall initiate a rate study to review the adequacy of rates beginning in Fiscal Year 2028. To the extent that cash balances are estimated to fall below minimum reserve requirements as established by the District Board, such rate study may be required sooner.

The table of equivalent dwelling units, Exhibit "B", used in computing system development charges for new water connections shall be the guide for determining the equivalency for Fixed Sewer Charges under this section and shall prevail unless justification for a lesser charge is accepted by the Board of Commissioners of the IMMOKALEE WATER AND SEWER DISTRICT.

EXHIBIT "B"
TABLE OF EQUIVALENT DWELLING UNITS FOR
IMMOKALEE WATER AND SEWER DISTRICT

The following table shall be the guide for determining the equivalency and shall prevail unless justification for a lesser fee is accepted by the Board of Commissioners of the Immokalee Water and Sewer District.

Equivalent Dwelling Units

Commercial:

<u>SIZE OF METER</u>	EDU'S
5/8" Meter (AKA ¹ 3/4"S)	1.00
3/4" Meter (AKA 3/4"L)	1.50
1" Meter	2.50
1 1/2" Meter	5.00
2" Meter	8.00
3" Meter	15.00
4" Meter	25.00
6" Meter	50.00
8" Meter	80.00
10"Meter	115.00
12"Meter	215.00

Single Family and Multi-Family Residential:

Single Family will be charged 1.00 EDU for each unit.

Multi-Family will be charged .80 EDU for each unit.

¹ AKA: Also Known As

APPENDIX B

RESOLUTION # 2025-05

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE IMMOKALEE WATER AND SEWER DISTRICT REVISING TERMINOLOGY FROM CONNECTION/DISCONNECTION/RECONNECTION FEE TO TURN ON FEE FOR WATER SERVICES TO REFLECT ACTUAL SERVICES; TO PROVIDE FOR A SEVERANCE CLAUSE; AND TO PROVIDE FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners of the IMMOKALEE WATER AND SEWER DISTRICT (hereinafter referred to as the "Board") is empowered to construct, operate and maintain a Water and Sewer System (the "System") as described in Chapter 2022-258, Laws of Florida; and

WHEREAS, the Board is empowered to prescribe, fix, establish and collect fees, rentals or other charges (hereinafter sometimes referred to as "revenues") for the use of the facilities and services furnished by said System, with said revenues to be fixed and revised from time to time so as to be sufficient at all times to provide for the expense of the operation, maintenance and repair of such System and to provide a margin of safety over and above the total amount of any such expenses; and

WHEREAS, as part of the Board's consideration of adopting impact fees, also known as connection fees, it was determined that the Miscellaneous Fee schedule would need to be revised to avoid confusion with turning on/turning off water services, which are currently listed as "connection fees", etc.; and

WHEREAS, the Board is replacing "Connection Fee", "Disconnection/Reconnection Fee", and "Reconnection" with "Turn On Fee".

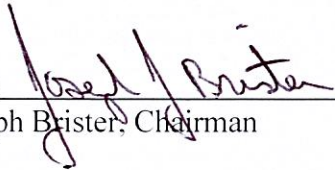
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE IMMOKALEE WATER AND SEWER DISTRICT, in public meeting assembled that:

1. Approval and Adoption of Revised Terminology. The Board approves and replaces the terms "Connection Fee", "Disconnection/Reconnection Fee", and "Reconnection" with "Turn On Fee", respectively, and as well as other technical revisions in the miscellaneous charges ("Fees") attached hereto as Exhibit A. No other revisions are being made to the Fees.
2. Repeal. Upon the Effective Date, this Resolution supersedes, replaces, and repeals Resolution 2025-02.

3. Severability. If any phase or portion of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.
4. Effective Date. This Resolution shall become effective on June 11, 2025.

PASSED AND DULY ADOPTED by the Board of Commissioners of the IMMOKALEE WATER AND SEWER DISTRICT, this 11 day of June 2025.

**BOARD OF COMMISSIONERS
IMMOKALEE WATER AND SEWER
DISTRICT**

BY: 
Joseph Brister, Chairman


BY: 
Bonnie Keen, Secretary

EXHIBIT "A"

Description	Fee
<u>Monthly Cross Connection Control Fees</u>	
5/8-inch to 2 1/2-inch Meters	\$7.00
3-inch to 4-inch Meters	\$10.00
6-inch to 8-inch Meters	\$13.75
10-inch to 12-inch Meters	\$20.75
<u>Miscellaneous Charges</u>	
Turn On Fee	\$45.00
Turn On Fee– After-hours (At Customer's Request)	\$90.00
Transfer Fee	\$55.00
Turn On Fee (For Non-payment)	\$65.00
Additional Turn On Fee– After-hours (Due to Non-payment)	\$55.00
Lock Fee (For Non-payment)	\$80.00
Turn Off/On Fee for Leaks (Except Holidays)	\$15.00
Turn Off/On Fee for Leaks (Holidays)	\$80.00
After-hours Service Call-out / Site Visit	\$80.00
After-hours Service Call-out / Site Visit (Holiday)	\$165.00
Consumer Valve Adjustment	\$35.00
Barrel Lock Replacement Fee	\$90.00
Special Meter Reading	\$40.00
Vacation Charge	\$45.00
Additional Turn-On Fee– After-hours (Due to Vacation Status)	\$55.00
Meter Re-Installation (During Working Hours)	\$65.00
Meter Re-Installation (After-hours)	\$110.00
Meter Re-Installation (Holidays)	\$220.00
Meter Test (Within Tolerance)	\$65.00
Hydrant Inspection (Per Hydrant)	\$45.00
Sewer Permit (New Service Including One Re-inspection)	\$125.00
Sewer Inspection Fee	\$65.00
Sewer Re-inspection Fee	\$65.00
Development Plan Review Deposit	\$5,000.00; or as required by customer rules
Sewer Line-Unclog on Customer Side (Per Hour with One Hour Minimum)	\$255.00
Failure to Comply – Meter Obstruction (Per Inspection)	\$55.00
Failure to Comply – Private Cross Connection Control (Per Inspection)	\$120.00
Water Meter Tampering (First Offense)	\$200.00
Water Meter Tampering (Second Offense)	\$350.00
Water Meter Tampering (After Second Offense)	Fee Doubles Each Subsequent Offense
Unauthorized Discharge Penalty	\$300.00
Late Fee	1.5% Outstanding Balance (Minimum \$10)
Credit Card Convenience Fee (Greater of)	\$2.00 or 2.7%

Meter Installation and Tap Fees (Including Cross Connection Control Device)

Water Service – Same Side of the Road

5/8" Meter	\$1,750.00
3/4" Meter	\$1,750.00
1" Meter	\$1,825.00
1 1/2" Meter	\$3,275.00
2" Meter	\$3,700.00
3" Meter and Greater	Actual Cost

Water Service – Opposite Side of the Road

5/8" Meter	\$3,600.00
3/4" Meter	\$3,600.00
1" Meter	\$3,650.00
1 1/2" Meter	\$5,200.00
2" Meter	\$5,625.00
3" Meter and Greater	Actual Cost

Meter Only Installation Fees

5/8" Meter	\$300.00
3/4" Meter	\$300.00
1" Meter	\$350.00
1 1/2" Meter	\$700.00
2" Meter	\$875.00
3" Meter and Greater	Actual Cost

Backflow Preventer Only Installation Fees

5/8" Meter	\$325.00
3/4" Meter	\$325.00
1" Meter	\$350.00
1 1/2" Meter	\$600.00
2" Meter	\$725.00
3" Meter and Greater	Actual Cost

Backflow Preventer Only – Repair Fee [*]

5/8" Meter (Second)	\$165.00
3/4" Meter (Second)	\$165.00
1" Meter (Second)	\$175.00
1 1/2" Meter (Second)	\$300.00
2" Meter (Second)	\$365.00
3" Meter and Greater (Second)	Actual Cost

[*] Each customer is provided one repair without charge. The repair fee doubles for each subsequent repair after the second repair. In all cases, a Turn Off/On for Leaks Fee is also due.

NSF or Dishonored Check Fee

Non-Sufficient Funds (NSF) Check / Returned Payment Florida Statutes 166.251
\$25 Minimum
\$30 if $\$50 < FV \leq \300
Greater of \$40 or 5% if
 $FV > \$300$

APPENDIX C

RESOLUTION # 2022-12

**RESOLUTION OF THE BOARD OF COMMISSIONERS
ADOPTING NEW SECURITY DEPOSIT AMOUNTS; AMENDING
THE RULES AND REGULATIONS MANUAL
(RESOLUTION 15-07) TO INCREASE CUSTOMER
SECURITY DEPOSITS FROM \$325.00 TO \$420.00; TO
PROVIDE FOR A SEVERABILITY CLAUSE; AND TO
PROVIDE AN EFFECTIVE DATE**

WHEREAS, the Board of Commissioners of the IMMOKALEE WATER AND SEWER DISTRICT (hereinafter referred to as the "Board") is empowered to construct, operate and maintain a Water and Sewer System (the "System") as described in Chapter 2022-258, Laws of Florida; and

WHEREAS, the Board is authorized and empowered to make rules and regulations for its own government and proceedings; and

WHEREAS, the Board recognizes that they have increased water and sewer rates, and that they need to increase security deposits to cover the higher monthly costs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE IMMOKALEE WATER AND SEWER DISTRICT, in public meeting assembled that:

1. Approval and Adoption of Security Deposit Amounts. The Board approves and adopts the below required security deposit fees:
Security Deposit – Commercial \$420.00 (per EDU)
Security Deposit – Residential \$420.00 (per unit)*

*New applications for service involving a multi-family dwelling or facility with unit sizes of four or more separate living areas served by one meter will be charged for a security deposit based on the meter size instead of the Equivalent Dwelling Unit (EDU).

2. Reasonableness of Security Deposit. The security deposit amounts set forth fair and reasonable sums to be assessed to those who receive services provided by the District. The security deposits are reasonably related to the cost of providing such services.

3. Rules and Regulations Manual. The District's Rules and Regulations Manual shall be updated to reflect the security deposit amounts approved by this Resolution.
4. Severability. If any phase or portion of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.
5. Effective Date. This resolution shall become effective on October 1, 2022.


PASSED AND DULY ADOPTED by the Board of Commissioners of the IMMOKALEE WATER AND SEWER DISTRICT, this 21st day of September, 2022.

**BOARD OF COMMISSIONERS
IMMOKALEE WATER AND SEWER DISTRICT**

BY: _____


Joseph Brister
Chair

BY: _____


Bonnie Keen
Secretary