

ORDINANCE NO. 14-14

AN ORDINANCE OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, REPEALING RESOLUTION NO. 06-04-30 WHICH ADOPTED A WASTEWATER UTILITY SERVICE POLICY; REPEALING PORTIONS OF ORDINANCE NO. 06-13 (SECTIONS 62-33 THROUGH 62-38 OF THE VILLAGE'S CODE OF ORDINANCES) PERTAINING TO THE VILLAGE'S WASTEWATER UTILITY; ADOPTING A NEW WASTEWATER UTILITY POLICY FOR THE VILLAGE-WIDE CENTRALIZED WASTEWATER SYSTEM; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO IMPLEMENT THE POLICY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 2, 2002, the Village Council of Islamorada, Village of Islands, Florida (the "Village") adopted Resolution No. 02-12-78, thereby creating a public wastewater utility and providing the Village with the power and authority to operate a utility, and establishing policies and procedures for use of the wastewater utility; and

WHEREAS, on April 27, 2006, in connection with the establishment of the North Plantation Key Wastewater Treatment Plant and collection system, the Village passed Resolution No. 06-04-30 thereby adopting a Wastewater Utility Service Policy;

WHEREAS, on May 25, 2006, the Village adopted Ordinance No. 06-13 pertaining to the wastewater utility and providing for enforcement, lien rights, shut off, prohibition against unauthorized work on utility facilities, inspections and emergency acts in connection with the wastewater utility; and

WHEREAS, on May 22, 2012, the Village entered into an Agreement for Wastewater Services with the Key Largo Wastewater Treatment District providing for wastewater treatment and disposal of Village wastewater, and establishing regulations and requirements applicable to the Village's wastewater system and operations; and

WHEREAS, the Village is developing and constructing a Village-wide wastewater utility system to provide service and connection availability to all property within the Village's Service Areas, with treatment and disposal services to be provided by the Key Largo Wastewater Treatment District; and

WHEREAS, the Village desires to repeal Resolution No. 06-40-30 and portions of Ordinance No. 06-13 (codified in Sections 62-33 through 62-38 inclusive of the Village's Code of Ordinances) which established a wastewater utility service policy and regulations and enforcement provisions, in order to establish a more comprehensive Wastewater Utility Policy to govern and regulate the Village-wide centralized wastewater system currently under construction and enforce the provisions and requirements imposed upon the Village by the Key Largo Wastewater Treatment District; and

WHEREAS, the Village Council desires to adopt a new Wastewater Utility Policy in the form attached hereto as Exhibit "A" (the "Policy"), to be codified in Chapter 62 of the Village's Code of Ordinances, in order to establish uniform policies and procedures for the Village's wastewater system and the provision of service, and governing the ownership, construction, installation, operation and maintenance of all collection and connection facilities tied into the Wastewater System, and further providing for enforcement and remedies for violations of the Policy.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Repealing Resolution No. 06-04-30 and Portions of Ordinance No. 06-13; Existing Wastewater Utility Service Policies and Regulations. The Village Council of

Islamorada hereby repeals Resolution No. 06-04-30 and portions of Ordinance No. 06-13 (as codified in Sections 62-33 through 62-38 inclusive of the Village's Code of Ordinances).

Section 3. **Adoption of Wastewater Utility Policy.** The Wastewater Utility Policy in the form attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is hereby adopted and shall be codified in Chapter 62 of the Village's Code of Ordinances.

Section 4. **Authorization of Village Officials.** The Village Manager or her designee, Village Officials and the Village Attorney are authorized to take all action necessary to implement the terms and conditions of the Policy and the purposes of this Ordinance.

Section 5. **Severability.** The provisions of this Ordinance adopted hereby are declared to be severable. If any section, sentence, clause or phrase of this Ordinance adopted hereby shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. **Repeal of Conflicting Provisions.** All ordinances or resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent of any conflict.

Section 7. **Inclusion in the Code.** It is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Village's Code of Ordinances, within Chapter 62, as Article III ("Wastewater Utility"), and that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

Section 8. **Effective Date.** This Ordinance shall be effective upon adoption on second reading.

The foregoing Ordinance was offered by Vice Mayor Deb Gillis, who moved its adoption on first reading. This motion was seconded by Councilman Mike Forster, and upon being put to a vote, the vote was as follows:

Mayor Ted Blackburn	YES
Vice Mayor Deb Gillis	YES
Councilman Mike Forster	YES
Councilman Ken Philipson	YES
Councilman Dave Purdo	YES

PASSED on the first reading this 8th day of October, 2014.

The foregoing Ordinance was offered by Vice Mayor Deb Gillis, who moved its adoption on first reading. This motion was seconded by Councilman Dave Purdo, and upon being put to a vote, the vote was as follows:

Mayor Ted Blackburn	YES
Vice Mayor Deb Gillis	YES
Councilman Mike Forster	YES
Councilman Ken Philipson	YES
Councilman Dave Purdo	YES

PASSED AND ADOPTED on the second reading this 6th day of November, 2014.



TED BLACKBURN, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY



ROGET V. BRYAN, VILLAGE ATTORNEY

EXHIBIT "A"

WASTEWATER UTILITY POLICY

ISLAMORADA, VILLAGE OF ISLANDS



WASTEWATER UTILITY POLICY

ISLAMORADA, VILLAGE OF ISLANDS

CHAPTER 62

ARTICLE 3

WASTEWATER UTILITY POLICY

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Section 62-33. Purpose and Policy.

The purpose of this Wastewater Utility Policy (“Policy”) is to establish uniform policies and procedures of Islamorada, Village of Islands (“Village”) with respect to its Wastewater System and the provision of Service, and govern the ownership, construction, installation, operation, maintenance, connection, metering, service, rates, fees and charges, whenever Wastewater Service is provided by the Village.

This Policy sets forth uniform requirements for Customers of the Wastewater System for all areas serviced by the Village in accordance with all applicable Village, County, State and Federal laws and regulations. This Policy shall apply to the Wastewater System and all Customers, and requires compliance with all applicable Village, County, State and Federal laws and regulations and compliance with the Village’s Agreement for Wastewater Services with the Key Largo Wastewater Treatment District dated May 22, 2012.

Section 62.34. Definitions and Construction of Terms.

The terms set forth in this Policy shall have the following meaning, except where the context clearly otherwise requires:

- (a) “*Assessment*” or “Assessment Program” means a charge or special assessment (sometimes characterized as a non-ad valorem assessment) imposed by the Village to fund the capital cost of the Wastewater System and the operating and maintenance costs of related services, as provided for in the Village Assessment resolutions.
- (b) “*Carbonaceous Biochemical Oxygen Demand*” or “CBOD₅” means the quantity of oxygen used in the biochemical oxidation of organic matter at a specified time, at a specified temperature, and under specified conditions. The term is also used to describe a standardized test for assessing Wastewater strength expressed as the demand for oxygen over a five (5) day period as specified in Chapter 62-600, F.A.C.
- (c) “*Connect*” or “*Connection*” means the physical attachment of the Village’s Wastewater Collection System or Wastewater System to the Gravity Service Lateral Connection, the Grinder Pump Service Lateral Connection or those facilities of any Property through which Service is deliverable.
- (d) “*County*” means Monroe County, a political subdivision of the State of Florida.
- (e) “*Customer*” means any person or entity that accepts or receives Wastewater, or discharges Wastewater into the Wastewater System, and responsible for payment of rates and charges for Service. This shall be either the owner of the Property or an individual or entity authorized by the owner of the Property to accept or receive Service.
- (f) “*Developer*” means any person, corporation, or other legally recognized entity who engages in the development of property and the making of improvements upon any

property located within the Village as owner or legally authorized agent for the owner of such property, and to which Service may be provided by the Village.

- (g) “*Discharge*” means the introduction of Pollutants into the Wastewater System from any source, directly or indirectly, by means of pipes, conduits, pumping stations, ditches, tank trucks or other means.
- (h) “*District*” or “KLWTD” means the Key Largo Wastewater Treatment District, an independent special district of the State of Florida located in Monroe County, Florida, that is organized and exists under Ch. 2002-337, Laws of Florida, as amended.
- (i) “*Dwelling Unit*” means a single unit designated or intended for one-family residential occupancy (a household of one or more persons) including, but not limited to, one (1) single-family house, one-half of a duplex, one (1) apartment, one (1) condominium or one (1) mobile home.
- (j) “*Easement*” means any legal right for ingress, egress, rights-of-way, conveyances or other property interests necessary or incidental to the installation, construction, extension, reconstruction, repair, maintenance and operation of the Wastewater System, the Grinder Pump Station, the Grinder Pump Service Lateral Connection, or any components thereof, over or upon the Customer’s or Owner’s Property, which allows the specific use of real property owned by others.
- (k) “*Equivalent Dwelling Unit*” or “EDU” means a system capacity equivalent unit corresponding to an average wastewater flow of 157 gallons per day. This system capacity equivalency unit may be utilized to establish the water and Wastewater demand for the purpose of assessing or imposing rates, fees and charges.
- (l) “*FDEP*” means the Florida Department of Environmental Protection.
- (m) “*Force Main*” means a pipe(s) owned by the Village and used to transmit Wastewater to a pump station and from a pump station to a treatment facility, including the KLWTD RTP.
- (n) “*Gravity Service Lateral Connection*” means all pipes, fittings and appurtenances on Property, and not a part of the Wastewater System, which extend beyond the end of the building’s sanitary drainage piping on the Property and conveys Wastewater to the Service Connection at the Point of Service. The Gravity Service Lateral Connection shall be owned, installed, maintained, repaired and replaced by the Owner.
- (o) “*Gravity Service Connection (Grinder Pump)*” means all pipes, fittings, appurtenances on the residential Property, and not a part of the Wastewater System, which extend beyond the end of the building’s sanitary drainage piping on the Property and conveys Wastewater to the Grinder Pump Station, and the electrical connection, apparatus and wiring from the building to the Grinder Pump Station. Each Owner of residential Property, at its cost and expense, shall furnish, install, repair and maintain the Gravity Service Connection (Grinder

Pump), and provide electrical service to properly and continuously operate the Grinder Pump Station.

- (p) “*Grinder Pump Program*” means the Village program for the installation, and operation and maintenance of Grinder Pump Stations and Grinder Pump Service Lateral Connections by the Village on residential properties to be serviced by low pressure sewer or by vacuum sewer when a gravity connection is not feasible or practicable, where such residential properties (i) are included in the Village’s Assessment Program, (ii) are capable of being served by a simplex or duplex sized Grinder Pump Station, (iii) have not opted out of the Village’s Wastewater Program or Service, and (iv) are eligible for and have elected to participate in the Grinder Pump Program.
- (q) “*Grinder Pump Station*” means a low pressure grinder pump, each consisting of a grinder pump core(s) suitably mounted on an integral stand, power and pump control panel and valve box with appurtenant pipe and electrical apparatus, electrical apparatus and wiring between the grinder pump and the pump control panel, monitoring, HDPE tank, generator receptacle, vent and piping assembly, electrical quick disconnect (NEMA 6P), discharge assembly/shut-off valve, anti-siphon valve/check valve assembly, electrical alarm assembly with NEMA 4X panel, and all necessary internal wiring and controls. For Properties participating in the Grinder Pump Program, the Grinder Pump Station shall be owned, furnished, installed, operated, maintained, repaired and replaced by the Village or third party operator or contractor retained by the Village for such purposes.
- (r) “*Grinder Pump Service Lateral Connection*” means all pipes, fittings and appurtenances on Property which extend between the valve box located within the Grinder Pump Station and the service connection to the Wastewater Facilities at the Point of Service located at the property line and in the right-of-way. For Properties participating in the Grinder Pump Program, the Grinder Pump Service Lateral Connection shall be owned, furnished, installed, operated, maintained, repaired and replaced by the Village.
- (s) “*Industrial Wastewater*” means Wastewater from industrial operations, trade or business activities as distinct from domestic Wastewater.
- (t) “*Interference*” means a discharge which, alone or in conjunction with a discharge or discharges from other sources, either:
 - (1) Inhibits or disrupts the Wastewater System, its collection, transmission and treatment processes, or operations, or its sludge processes, use or disposal; or
 - (2) Is a cause of a violation of any requirement of the KLWTD Agreement, the Wastewater System’s NPDES permit (including an increase in the magnitude or duration of a violation or of the prevention of sewage sludge use or disposal), or any applicable Federal, State, County or local laws and regulations.
- (u) “*KLWTD Agreement*” means the Agreement for Wastewater Services dated May 22, 2012 between the Village and KLWTD, providing for Wastewater treatment and disposal services by KLWTD of Village Wastewater, as more fully set forth therein.

- (v) “*KLWTD RTP*” or “*KLWTD Regional Treatment Plant*” means the Wastewater treatment and disposal facility owned and operated by KLWTD that is located on KLWTD-owned property located at Mile Marker 100.5 Overseas Highway, Key Largo, Florida.
- (w) “*Minimum Design and Construction Standards and Specifications for Wastewater*” means the engineering design and construction standards and specifications of the Village applicable to all collection systems and Connections, including any and all facilities and equipment installed, constructed, operated and maintained by a Developer, Owner or Customer, which Connect to the Wastewater System, and the procedures and policies of the Village required for residential and commercial Connections, operation and maintenance of Wastewater facilities, including all requirements for compliance with the KLWTD Agreement and the Grease Interceptor Policy. The Minimum Design and Construction Standards and Specifications for Wastewater are adopted in this Policy as if fully set forth herein, and may be amended by the Village Manager from time to time.
- (x) “*NPDES*” means the National Pollutant Discharge Elimination System.
- (y) “*On-Site Sewage Treatment and Disposal System*” or “*OSTDS*” means a system that contains a standard subsurface, filled or mound drainfield system; an aerobic treatment unit; a graywater system tank; a laundry wastewater system tank; a septic tank; a grease interceptor; a pump tank; a solids or effluent pump; a waterless, incinerating, or organic waste-composting toilet; a sanitary pit privy that is installed or proposed to be installed beyond the building sewer on land of the Owner or on other land to which the Owner has the legal right to install a system, including those facilities in full compliance with all regulatory requirements and treat sewage to advanced wastewater treatment standards or utilize effluent reuse as their primary method of effluent disposal or any wastewater treatment facility permitted for operation by the Florida Department of Health or its successor in function.
- (z) “*Owner*” means a person or entity who is the record owner of any Property.
- (aa) “*Point of Service*” means the point where the Wastewater System connects to an Owner’s or Customer’s Gravity Service Lateral Connection, Grinder Pump Service Lateral Connection, and/or any and all facilities and equipment installed, constructed, or operated and maintained by a Developer, Owner, or Customer, and which Connect to the Wastewater System. The Point of Service shall generally be at the point where the building Service Lateral Connection intersects with the right-of-way line or, in the event a utility Easement exists adjacent to the right-of-way line, at the point where the building Service Lateral Connection intersects with the utility Easement line furthest from the main.
- (bb) “*Pollutant*” means any dredged spoil, solid waste, incinerator residue, Wastewater, garbage, Wastewater sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar, other industrial or agricultural wastes, and any waters or wastes discharged into the

Wastewater System which contain substances or possess characteristics that may have a deleterious effect upon the Wastewater System or collection and treatment processes.

- (cc) “*Pretreatment*” means reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of Pollutant properties in Wastewater prior to or in lieu of discharging or otherwise introducing such Pollutants into the Wastewater Collection System.
- (dd) “*Pretreatment Standards*” means the prohibitive discharge standards as set forth in the KLWTD Agreement, the Village’s pretreatment requirements, and any and all applicable County, State or federal standards.
- (ee) “*Property*” means any and all real property, and all improvements affixed to such real property, served or capable of being served by the Village as a result of the existence of a Connection.
- (ff) “*Service*” means the availability of Wastewater service or the acceptance of Wastewater from a Customer at a Point of Service by the Village.
- (gg) “*Single Family Residential*” means a residential Dwelling Unit.
- (hh) “*Single Building Commercial*” means any Property which contains a single building designated or intended for commercial business that requires a single Point of Service for Connection to the Wastewater System and which does not require a FDEP permit. Single Building Commercial shall not include residential condominiums, resorts or hotels.
- (ii) “*System Development Charge*” is a charge to new Customers and to existing Customers who modify, add, or construct facilities that impose a potential increase demand on the Wastewater System. The System Development Charge is in addition to any amount that may be expended by the Owner or Customer for system improvements and other fees and charges required by the Village.
- (jj) “*Tampering*” means any alteration, injury to or interference with the Wastewater System, or any component or facilities thereof, and includes obtaining unauthorized Service to a Property or location.
- (kk) “*Total Suspended Solids*” or “*TSS*” means the total suspended matter that floats on the surface of, or is suspended in water, wastewater, or other liquid; the quantity of material removed from a sample in a laboratory test referred to as nonfiltrable residue as determined using appropriate methods.
- (ll) “*Wastewater*” means the combination of liquid and water-carried industrial, domestic, medical, food, superfluous solid, gaseous material, holding tank or other wastes from residences, commercial establishments or manufacturing facilities, whether treated or untreated, together with any groundwater, surface runoff or leachate which are discharged into the Wastewater System.

- (mm) “*Wastewater Collection System*” or “*Collection System*” means the part of the Wastewater System used for collecting, transporting and carrying Wastewater including, but not limited to, domestic, industrial, medical, holding tank or other waste, to which storm, surface, and groundwater are not intentionally admitted.
- (nn) “*Wastewater System*” means the system owned and operated by the Village comprised of all structures, equipment, facilities and processes required to collect, carry away, transport, and treat and dispose of Wastewater and other wastes, including Force Mains, pump stations, the Wastewater Collection System, the Grinder Pump Stations, and the Grinder Pump Service Lateral Connections.

Section 62.35. Village Service Area.

The Village’s Wastewater Service Area includes the six service areas extending from Mile Marker 90.939 south to Mile Marker 72.658. The Service Area includes North Plantation Key, Middle Plantation Key, South Plantation Key, Windley Key, Upper Matecumbe Key and Lower Matecumbe Key. The Village Service Area shall not include Tea Table Key.

Section 62.36. Service Availability; Mandatory Connection to Wastewater System.

(a) *Mandatory Connection*

Pursuant to Section 381.0065(2)(a), Florida Statutes (as amended), Laws of Florida Chapter 99-395(4), the Village’s home rule powers, and as set forth in Section 62-1(d) of the Village’s Code of Ordinances, mandatory connection to the Wastewater System is required.

(b) *Duty to Connect*

- (1) *Service Availability; Connection Notice.* The Village will provide Service availability to all Owners within the Village Service Area, unless an Owner “opted out” pursuant to the Village’s Assessment Programs. Upon Service availability to certain Service Areas or Property, the Village will issue a mandatory connection notice to each Owner stating the Wastewater System is ready and Service is available to such Property for Connection (“Service Availability and Connection Notice”).
- (2) *Service Connection; Customer of Wastewater System.* Pursuant to Section 62-1 of the Village’s Code of Ordinances, within one hundred and eighty (180) days of the date of the Village’s Service Availability and Connection Notice, such Owner shall, at its sole cost and expense, connect the Property’s building sewer to the Wastewater System. Each Owner so notified shall be automatically deemed a Customer of the Village’s Wastewater System on the 31st day after the Service

Availability and Connection Notice, whether or not the Owner has complied with the requirement to Connect to the Wastewater System.

- (3) *Connection from OSTDS.* Where the Wastewater System is available to a Property with an existing OSTDS, the Owner shall decommission, abandon, or otherwise disconnect from the existing OSTDS in accordance with the requirements of the Florida Department of Health and FDEP and the Minimum Design and Construction Standards and Specifications for Wastewater, and shall Connect the buildings on the Property to the Wastewater System.

(c) *Application for Service; Types of Service Connections.*

All costs and expenses in connection with the installation and Connection of Property to the Wastewater System shall be borne by the Owner. Service Connections shall be furnished only upon signed application on Village-approved forms submitted and accepted by the Village. The Connection or permit application shall be supplemented by any plans, specifications or other information required by the Minimum Design and Construction Standards and Specifications for Wastewater or other information considered pertinent in the judgment of the Village. Complete Applications shall be accepted by the Village with the understanding that there is no obligation on the part of the Village to render Service other than that which is available from its existing Wastewater System and KLWTD capacity. Connection of a Single Family Residential Property and Single Building Commercial Property to the Collection System shall be permitted through the Village's Building Department and in accordance with all building and plumbing Codes of the Village, the Florida Building Code and the Minimum Design and Construction Standards and Specifications for Wastewater. The Connection of other property types or properties that will be directly connected to the conveyance Force Main shall require permitting through the Village's Building Department and the FDEP, and shall be in accordance with the Minimum Design and Construction Standards and Specifications for Wastewater. FDEP permits are generally required of properties with existing package treatment plants and/or properties with multiple buildings. Service Connections are provided for the following two types of properties within the Village:

- (1) *Single Family Residential, Single Building Commercial Connections and Properties not permitted by FDEP.* The design of Service Connections for Single Family Residential Properties, Single Building Commercial Properties and all other Properties not requiring FDEP permitting must meet the requirements of the Village's Building and plumbing Codes, the Florida Building Code in effect at the date of application and the Minimum Design and Construction Standards and Specifications for Wastewater. Permitting for these types of Properties will be through the Village's Building Department. The type of Service Connection for these properties will depend on the type of Collection System installed in the designated Service Area. Types of Service Connections are described in more detail in the Village's Minimum Design and Construction Standards and Specifications for Wastewater.
- (2) *FDEP Permitted Connections.* In addition to any required Village Permit, Properties that are currently subject to an FDEP permit and/or Properties that contain multiple buildings, including single building residential condominiums, hotels and resorts, shall be required to obtain an FDEP permit for their internal

collection system. The design of Connections for Properties that require permitting through the FDEP must comply with the requirements of Rule 62-604, F.A.C., as may be amended. The Village (through the KLWTD) will certify if treatment plant capacity is available for these FDEP permitted connections. Detailed descriptions of the various types of connections associated with these Property types when connected into the Wastewater Collection System are described in the Village's Minimum Design and Construction Standards and Specifications for Wastewater System. These include requirements for permitting, decommissioning or abandoning the existing On-Site Sewage Treatment and Disposal System (OSTDS) or septic tanks located on the Property, as well as the testing of any existing collection systems to be used with the new collection system to ensure adequacy and compliance with infiltration and inflow requirements.

(d) *Service Connection Installation and Construction.*

The permitting, installation, construction and testing of Service Connections shall be in accordance with the Village's Building and plumbing Codes, the Florida Building Code, the Minimum Design and Construction Standards and Specifications for Wastewater, the KLWTD Agreement and applicable laws. Connection permits shall be expressly subject to all such requirements and any conditions imposed thereby.

Section 62.37. Key Largo Wastewater Treatment District Agreement; Requirements and Regulations.

On May 22, 2012, the Village and KLWTD entered into an Agreement for Wastewater Services under which all Village Wastewater collected through its Wastewater System will be transported to KLWTD's RTP located at Mile Marker 100.5, Overseas Highway, Key Largo, Florida for treatment and disposal. The KLWTD Agreement requires that the Village comply with all applicable federal, state, and local laws and regulations in effect, including, but not limited to, federal Pretreatment Standards, cross connection control regulations, extra strength wastes and salinity.

(a) *Operations Protocol.*

The Village and all Customers of the Wastewater System shall comply with the Operations Protocol required in the KLWTD Agreement, which is incorporated herein by reference. The Operations Protocol attached to the KLWTD Agreement and incorporated herein was developed to document the standards and procedures implemented by KLWTD to ensure that Wastewater treated by KLWTD is not detrimental to the treatment process and complies with applicable laws and regulations. The Operations Protocol standards and procedures apply to the Wastewater System which ultimately discharges into KLWTD's treatment facilities and regulates a number of factors that contribute to the typical volume and strength of Wastewater, including inflow and infiltration, unmaintained or non-existent grease interceptors, and illicit discharges into the Wastewater System.

(b) Infiltration and Inflow.

The KLWTD Agreement requires that the Village and all Customers of the Wastewater System reduce infiltration and inflow and comply with all applicable local, state and federal ordinances, laws, and regulations regarding infiltration, inflow and inflow correction and reduction. Infiltration of material amounts of fresh and/or saltwater into the Wastewater System may reduce the capacity of the Wastewater System and may impact KLWTD's ability to treat and dispose of Wastewater. Any Customer of the Wastewater System shall not discharge Wastewater which violates the KLWTD Agreement and/or exceeds a salinity of 2 parts per thousand (ppt) at a location just upstream of the Point of Service into the Wastewater System.

(c) Notification; Remedies for Violation.

In the event that a Customer discharges Wastewater into the Wastewater System that is prohibited by the KLWTD Agreement and/or this Policy or that contains substances or possesses characteristics in violation of applicable local, state, or federal laws or regulations regarding Wastewater, the Village will provide written notice to the Owner and/or Customer to immediately cease and discontinue such harmful operation or practice, and remedy or cure such violation. In the event that the Owner and/or Customer fails to cease and desist such harmful operation or practices or fails to remedy or cure such violation within ten (10) days of such written notice, the Village, in its sole discretion, may take any or all of the following action(s):

- (1) Require Pretreatment to an acceptable condition, as determined by the Village or KLWTD, or any applicable state or federal agency, prior to discharge into the Wastewater System;
- (2) Require payment to the Village to cover the cost of handling and treating such Wastewater, and any costs associated with the impact of such Wastewater on the Wastewater System and/or the KLWTD RTP, and the payment of any applicable fines, surcharges or penalties as stipulated under this Policy and/or the KLWTD Agreement;
- (3) Charge all costs of the remedy to the Owner and/or Customer, including the cost of repairing damage to the Wastewater System and/or KLWTD RTP caused or occasioned by the condition, and the cost of correcting or repairing any violation on private Property, which, in the discretion of the Village Manager or his/her designee, necessitate emergency action or repairs, the repairs or corrective action may be made by the Village, at the cost of the Owner and/or Customer of the Property. The Owner and/or Customer shall be billed by the Village for the actual cost of repairs and corrective action, plus administrative costs and expenses. Failure of the Owner and/or Customer to make payment within thirty (30) days of billing, shall entitle the Village to place a lien in the Public Records of Monroe County, Florida on the Property for the amount incurred and billed. Said lien may be foreclosed by the Village by any means available under Florida Law, including in the same manner as provided in the Mechanic's Lien Law of the State of Florida.

- (4) Charge and require payment of fines and surcharges to the Village and/or KLWTD per violation for each day that the violation continues and the mandate is not complied with, or the Pretreatment Standard is not met or cured;
- (5) Institute code compliance proceedings pursuant to Section 2, Article III, of the Village's Code of Ordinances, or such other legal or equitable actions, including but not limited to, administrative or court tribunals; and
- (6) Discontinue Service and/or petition the Florida Keys Aqueduct Authority (FKAA) or other billing contractor or agent engaged by the Village, for termination of Wastewater Service or potable water service.

Section 62.38. General Provisions of Wastewater Service.

The Village will provide Service to Customers, as applicable, upon the general terms set forth in this Policy. For the purposes of this Policy, the term "Village" includes, but is not limited to, any contractors or operators retained by the Village to install, construct, operate, repair, maintain, expand, and replace the Wastewater System.

(a) *Service Continuity.*

The Village shall not be liable to an Owner or Customer for any direct, indirect, incidental or consequential costs, expenses, obligations or damages arising out of or relating to the Village's provision of Service or any failure or interruption of Service. By accepting Service from the Village, an Owner and Customer agrees to be bound by the provisions of this Policy and the waiver of claims set forth in this Section. In the event of a planned Service interruption or discontinuance not related to delinquency of payment, the Village will endeavor to provide all affected Customers with not less than 24 hours written notice, except in cases of emergencies.

(b) *Cross Connections and Unauthorized Connections Prohibited.*

Any physical arrangement or connection of pipes, fixtures, or other facilities between a system containing potable water and a system containing Wastewater or any part or portion of the Wastewater System is prohibited. Without the prior written approval of the Village and proper permitting, no Owner or Customer shall tap into or Connect into any portion of the Wastewater System for the purpose of Connecting or discharging into the Wastewater System. Connections to the Wastewater System shall be made only as authorized and permitted by the Village and under the supervision or inspection of the Village's wastewater service contractor or agent. In the case of unauthorized cross Connections, inter-Connections, tap ins or extensions, the Village may discontinue or terminate Service until such time as the cross connection or physical arrangement has been appropriately separated, permitted and conforms with all applicable laws and regulations, full payment is made for such Service, and reimbursement is made to the Village for expenses incurred by the Village as a result of such unauthorized Connection or use, including administrative costs, testing, inspections and legal and courts costs. In addition, unauthorized use may result in appropriate criminal prosecution by the Village.

(c) *Contiguous Properties.*

No Owner or Customer may extend Wastewater lines or facilities, including Gravity Service Lateral Connections, Gravity Service Connections (Grinder Pumps), Grinder Pump Service Lateral Connections, or other Connection facilities and equipment to connect to the Wastewater System, across a public street, alley or other public or private highway or property not owned by the Owner or Customer, except as expressly approved and permitted by the Village.

(d) *Duty to Protect Village Property and Wastewater System.*

Each Owner and Customer shall exercise reasonable diligence to protect Village property, and any portion or component of the Wastewater System, including any part of the Wastewater System which may be located or installed within the Owner's or Customer's Property, and shall not permit any person to have access to Village property, the Wastewater System or any facilities or portion thereof, except as authorized by the Village or by applicable law. In the event of any loss or damage to Village property or the Wastewater System caused by or arising out of acts or omissions of the Owner or Customer, or carelessness, neglect, or misuse by the Owner or Customer, the cost of remedying or repairing such loss or damage shall be paid by the Owner and/or Customer to the Village. Non-payment of the correction of the loss or repairing such damage by the Owner and/or Customer may result in interruption, discontinuance or termination of Service by the Village, and all other applicable remedies.

(e) *Village Right to Refuse to Provide Service.*

The Village may refuse to provide or extend Service to any Owner or Customer on the basis of a use or impact detrimental to the Wastewater System, lack of payment of required fees and charges, or for any other reason which, in the sole judgment of the Village, applying sound engineering principles, will be detrimental to Village or the Wastewater System. No payment of costs, submittal of an application, or other cost made to receive water or Wastewater Service shall guarantee Service.

(f) *Interruption, Discontinuance or Termination of Service.*

The Village shall have the power to enforce the terms and conditions for the use of its Wastewater System, including enforcement of this Policy, the KLWTD Agreement, and all applicable laws and regulations governing the Wastewater System. Accordingly, the Village may interrupt, discontinue or terminate Service to any Owner or Customer who violates the provisions of this Policy, the KLWTD Agreement, and any applicable laws and regulations governing the Wastewater System and Service, including, but not limited to, delinquency of any amounts owed the Village for Service.

(g) *Prohibition Against Unauthorized Work on Village Wastewater System; Tampering.*

Unless expressly authorized in writing by the Village, no person shall Tamper with, work on, alter, improve, manipulate valves, or in any way alter or damage any part of the Wastewater System, or cut into or make any Connection with the Wastewater System.

Tampering with, working on, altering, improving, manipulating or damaging the Wastewater System or any component thereof, including but not limited to, collection mains and systems, manholes, Force Mains, pump stations, vacuum valves, vacuum valve chambers, Grinder Pump Stations, Grinder Pump Service Lateral Connections, Gravity Service Lateral Connections, Gravity Service Connections, Connection facilities and equipment, fixtures, appurtenances, security devices, signs, or enclosures is expressly prohibited by this Policy and Florida Law. Any person found in a civil action to have violated the provisions of Section 812.14, Florida Statutes, may be liable to the Village for the amounts and in the manner set forth in Section 812.14, Florida Statutes.

An Owner or Customer shall promptly report any evidence of Tampering to the Village. An Owner or Customer is responsible for any Tampering caused by its agents, tenants or any third parties occupying and using the Owner's or Customer's Property, whether with or without the Owner's or Customer's consent.

In the event there is evidence of Tampering, the Village may, without prior authorization, remove and confiscate any materials, equipment or facilities that are connected to the Wastewater System and related to such Tampering and pursue all legal and equitable remedies against Owner and/or Customer.

Tampering that results in a substantial reduction in the cost of Service received by a Customer will be presumed to have been known to the Owner and Customer if not reported to the Village within one (1) billing period after the reduction in the cost of the Service becomes evident. In such event, it will be presumed that Tampering was willfully allowed to persist by the Owner or Customer.

No alterations or changes in the Gravity Service Lateral Connection, Grinder Pump Service Lateral Connection, or other Connection facilities and equipment necessary to connect to the Wastewater System or other facilities or installation that will affect the proper operation of the Wastewater System may be made without the prior written consent of the Village. The Owner and Customer shall be liable to the Village for any damage resulting from a violation of this provision.

(h) *Owner/Customer's Duty to Maintain Installation.*

The Owner or Customer shall not utilize any appliance or device that may adversely affect Service or the Wastewater System. The Village reserves the right to discontinue or terminate Service whenever any such appliance or device is being used.

The Owner and/or Customer's collection system located on the Property, including the Gravity Service Lateral Connection, Gravity Service Connection (Grinder Pump), sewer lateral connection facilities, equipment, and appurtenances from the building to the Grinder Pump

Station and electrical connection from the building to the Grinder Pump Station, pump stations, and other collection and Connection facilities and equipment necessary to connect to the Wastewater System, including all piping, equipment and appurtenances, shall be used and maintained by the Owner and Customer in good working and safe and sound operating condition, and in accordance with standard practices, this Policy, the Minimum Design and Construction Standards and Specifications for Wastewater, and all other governmental regulations and laws applicable thereto.

The Owner shall promptly correct and repair any deficiency, defect or violation in the Owner's facilities, piping, equipment and appurtenances on the Property which are known by the Owner, reported to the Owner or Customer by the Village, in violation of this Policy or the KLWTD Agreement or applicable laws and regulations, and/or causing loss or damage to the Wastewater System.

Residential Property; Grinder Pump Program. In connection with residential Property to be serviced by low pressure grinder pumps, in which the Owner is eligible for and has opted into the Village's Grinder Pump Program, the Village shall install, furnish, repair and maintain the Grinder Pump Station and Grinder Pump Service Lateral Connection. The Owner and/or Customer shall own and shall be obligated to furnish, install and maintain the Gravity Service Connection (Grinder Pump) and electrical connection from the building to the Grinder Pump Station. The Owner and/or Customer shall provide adequate electrical service to properly and continuously operate the Grinder Pump Station.

Commercial Connections and Residential Property Not Part of Grinder Pump Program. In connection with commercial Connections and residential Property not eligible for and not participating in the Grinder Pump Program, the Owner shall own, install, furnish and maintain the Gravity Service Connection (Grinder Pump), the Grinder Pump Station, the Grinder Pump Service Lateral Connection, the sewer lateral connection facilities, equipment, and appurtenances from the building to the Grinder Pump Station and electrical connection from the building to the Grinder Pump Station. The Owner and/or Customer shall provide adequate electrical service to properly and continuously operate the Grinder Pump Station. The Village shall have no obligation to furnish, install, repair or maintain any portion of a grinder pump system installed to Service commercial, or residential Property not a part of the Grinder Pump Program.

No changes or modifications to the Owner's collection system, Gravity Service Connection, Grinder Pump, Gravity Service Lateral Connection, Grinder Pump Service Lateral Connection, and other collection or Connection facilities and equipment necessary to connect to the Wastewater System and installation equipment and facilities that may affect the proper operation of the Wastewater System shall be made without the prior written consent of the Village and in accordance with applicable laws and regulations. The Owner and Customer are liable to the Village for any damage to the Wastewater System resulting from a violation of this provision.

- (i) *Compliance with Policy, Village Rules and Regulations and other Applicable Laws.*

Each Owner and Customer must comply with this Policy, the Minimum Design and Construction Standards and Specifications for Wastewater, the terms and conditions of the KLWTD Agreement, and all applicable rules and regulations as duly adopted or as may subsequently revised or amended governing or regulating the Wastewater System and Service. The Village has the right to refuse to provide Service or discontinue or terminate Service for failure of an Owner or Customer to comply with the requirements of this Policy and all Village rules and regulations, the KLWTD Agreement, and any applicable state and federal laws and rules and regulations governing or regulating the Wastewater System and the provision of Service.

Section 62.39. General Wastewater Facility Use Requirements and Prohibitions.

- (a) *General Prohibitions.*

- (1) Pursuant to Section 381.0065(6), Florida Statutes, effective January 1, 2016, the land application of septage and Wastewater from Onsite Sewage Treatment and Disposal Systems shall be prohibited.
- (2) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on any public or private property within the Village, or in any area under its jurisdiction, any human or animal excrement, garbage or other objectionable waste.
- (3) It shall be unlawful to discharge into any natural outlet or waters within the Village, or in any area under its jurisdiction, any Wastewater or other Pollutant.
- (4) Except as provided for herein, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the storage, treatment or disposal of Wastewater.

- (b) *Specific Prohibitions.*

No person, Owner or Customer shall introduce or cause to be introduced into the Wastewater System any of the following Pollutants or substances:

- (1) Pollutants which create a fire or explosive hazard, including, but not limited to, waste streams with a close-cup flash point of less than 140° F (60 ° C) using the test methods specified in Chapter 62-730, F.A.C. At no time shall two successive readings on an explosion hazard meter at the point of discharge into the Wastewater System (or at any point in the Wastewater System) be more than five (5) percent, nor any single readings over ten (10) percent, of the lower explosive

limit (LEL), of the meter. Prohibited materials included, but are not limited to gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, chlorates, perchlorate, bromates, perchloroethylene, carbides, hydrides, and sulfides and any other substances which constitute a fire hazard or explosion or be injurious in any other way to the Wastewater System or its operation;

- (2) Any waters or wastes having a pH less than 5.0 or more than 9.0, or otherwise causing corrosive structural damage to the Wastewater System or equipment;
- (3) Solid or viscous substances in amounts which will cause obstruction of the flow in the Wastewater System resulting in Interference; such as, but not limited to, ashes, bones, cat litter, cinders, sand, mud, grass clippings, straw, spent grains, spent lime, stone or marble dusts, shavings, metal, glass, rags, paper towels, diapers, sanitary/hand wipes, tampons or sanitary napkins, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair, hide or fleshing, entrails and paper dishes, cups, milk containers, either whole or ground grinders, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, or glass grinding or polishing wastes;
- (4) Pollutants, including oxygen-demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or Pollutant concentration which, either singly or by interaction with other pollutants, will cause Pass Through or Interference with the Wastewater System;
- (5) Wastewater having a temperature which will inhibit biological activity in the Wastewater System resulting in Interference, but in no case Wastewater which causes the temperature at the introduction into the KLWTD RTP to exceed 104° F (40° C);
- (6) Petroleum, oil, non-biodegradable cutting oil, or products of mineral oil origin, or any substance containing toxic pollutants or hazardous substances of sufficient quantity, either singularly or by interaction with other Pollutants, in amounts that will cause Interference or Pass Through;
- (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the Wastewater System in a quantity that may cause acute worker health and safety problems;
- (8) Any trucked or hauled Pollutants;
- (9) Noxious or malodorous liquids, gases, solids, or other wastewater which either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life or health, or to prevent entry into the sewers for maintenance or repair;
- (10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes, and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the Village's and/or KLWTD's FDEP permit;
- (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
- (12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-

contact cooling water, and unpolluted Wastewater, unless specifically authorized by the Village;

- (13) Any sludge, screenings, or other residues from the pretreatment of industrial wastes or from industrial processes;
- (14) Medical wastes, except as specifically authorized by the Village;
- (15) Wastewater causing, along or in conjunction with other sources, the KLWTD RTP's effluent to fail a toxicity test;
- (16) Detergents, surface-active agents, or other substances which may cause excessive foaming in the Wastewater System;
- (17) Fats, oils or greases of animal or vegetable origin in concentrations greater than 100.0 mg/L;
- (18) Septage or other fluids from septage hauler pump trucks;
- (19) Storage tanks containing the contents of boat and/or RV waste holding tanks;
- (20) Wastewater having a salinity in excess of 2.0 parts per thousand;
- (21) Wastewater having a CBOD₅ in excess of 400 mg/L;
- (22) Wastewater having a TSS in excess of 400 mg/L;
- (23) Any substance which will cause the Wastewater System or the KLWTD RTP to violate its NPDES and other disposal system permits;
- (24) Any substance as defined to be prohibited under Chapter 62-604, F.A.C.; and
- (25) Any hazardous wastes as defined in rules published by the State of Florida.

Discharge of Pollutants and substances prohibited by this Section shall not be discharged or introduced into the Wastewater System, nor processed or stored in such a manner that could result in the discharge of such into the Wastewater System.

No person, Owner, or Customer shall introduce or place substances, materials or items in the Gravity Service Lateral Connection prohibited by the vacuum sewer manufacturer which may cause blockages or damages to the vacuum valve, the vacuum valve pit or the vacuum mains or impede the proper operation of the vacuum sewer system. No person, Owner or Customer shall introduce or place substances, materials or items in the Gravity Service Connection (Grinder Pump), the Grinder Pump Station or the Grinder Pump Service Lateral Connection prohibited by the grinder pump manufacturer or which may cause blockages or damage to the Grinder Pump Station or proper operation of the low pressure grinder pump system or the Wastewater System.

Section 62.40 Wastewater Pretreatment Standards and Requirements.

(a) The Village shall enforce all regulations necessary to comply with KLWTD's pretreatment requirements and discharge standards. The Village will not accept any Wastewater that does not meet the standards for acceptance or interferes with the KLWTD's treatment process. Prior to accepting Wastewater from any Customer, other than a residential Customer, the Village may require that the Customer demonstrate that their Wastewater meets KLWTD's pretreatment requirements and discharge standards.

(b) For facilities required to pretreat Wastewater, Owners and Customers, at their sole cost and expense, shall provide necessary Wastewater treatment as required to comply with

KLWTD's pretreatment requirements and discharge standards. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Village for review and shall be acceptable to the Village before construction of the facility.

(c) The discharge of Pollutants harmful to the Wastewater System, the KLWTD's wastewater collection system and treatment facilities and biological treatment processes are prohibited.

(d) The introduction of stormwater, ground water, air conditioning condensate, closed system cooling water, swimming pool water or other contaminated water into the Wastewater System is prohibited. If the introduction of such water is suspected, the Village may require the Customer to investigate the cause of the introduction of the water and make the necessary repairs and modifications to prevent further introduction of such water or substances.

(e) Automotive-related facilities, including but not limited to, carwashes and automobile repair shops, which may contribute petroleum-based oil to the Wastewater System, are required to have an approved oil/water separator.

(f) The Village shall have the authority to halt or eliminate, immediately and effectively any actual or threatened discharge into the Wastewater System which may cause interference with the operation of the Wastewater System and/or the KLWTD's RTP and treatment process.

(g) If any waters or wastes are discharged or proposed to be discharged into the Wastewater System which contain substances or possess the characteristics enumerated in this Section and which may have a deleterious effect upon the Wastewater System or collection and treatment processes, and/or the KLWTD's RTP and treatment process, or which otherwise create a hazard to life or constitute a public nuisance, the Village may require payment from the Customer to cover any costs for handling and treating the fats, oils, grease, or similar deleterious products or disallow Connection, discontinue or terminate service to the Wastewater System.

(h) Grease, Oil and Sand Interceptor Requirements; Grease Interceptor Policy

The Village shall administer requirements for grease interceptors and grease traps, collect inspection fees, and take appropriate actions to protect the Wastewater System from blockages, obstructions, or overflows due to the contributions and accumulation of fats, oils, greases, or other similar deleterious products, all as set forth in the Grease Interceptor Policy included in the Minimum Design and Construction Standards and Specifications for Wastewater and adopted and incorporated herein by reference.

Grease, oil and sand interceptors shall be provided as required by the Grease Interceptor Policy within the Minimum Design and Construction Standards and Specifications for Wastewater applicable law and when, in the opinion of the Village Manager or his/her designee, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, and any flammable wastes, sand, and other harmful ingredients; except that such interceptors shall not be required for Dwelling Units or Single Family Residential Properties. Certain Customers, such as restaurants and others that include food preparation and service

facilities, schools, laundromats, or other establishments or Customers that in the opinion of the Village Manager or his/her designee may result in discharges from such that will be detrimental to the Wastewater System or the KLWTD's RTP or may produce Wastewater containing high levels of fats, oils and greases, shall be required to install, operate and maintain grease, oil and sand interceptors meeting the requirements specified in the Village's Grease Interceptor Policy contained within the Village's Minimum Design and Construction Standards and Specifications for Wastewater. The Wastewater discharged from these facilities, even when passed through a properly sized and maintained grease interceptor, may contain elevated levels of carbonaceous biochemical oxygen demand (CBOD₅). A high strength surcharge shall be applied to the Customer's Service bill for Wastewater discharged with a CBOD₅ in excess of 400 parts per million (ppm) or a total suspended solids (TSS) in excess of 400 ppm. The surcharge will be calculated as set forth in Section 12(d) of this Policy.

All requirements for design and capacity, construction, installation, maintenance, disposal, recordkeeping, reporting, and compliance for the use of grease, oil and sand interceptors in the Village shall be set forth and specified in the Grease Interceptor Policy contained within the Village's Minimum Design and Construction Standards and Specifications for Wastewater.

Section 62.41 Right of Entry, Repair, Operation, Maintenance, Inspection and Sampling.

(a) Village License to Enter Upon Property.

All installations of Wastewater facilities or changes thereto, at the time of installation or Service and from time to time thereafter, are subject to inspection by the Village to ensure that the Gravity Service Lateral Connections, Gravity Service Lateral Connections (Grinder Pump), Grinder Pump Service Lateral Connections, FDEP permitted collection systems, and all other collection and Connection facilities and equipment connected to the Wastewater System and piping, appurtenances, and equipment, have been installed in accordance with the Minimum Design and Construction Standards and Specifications for Wastewater and in accordance with applicable law.

The Village has the right, but not the duty, to inspect the Customer's Gravity Service Lateral Connection, Gravity Service Connection (Grinder Pump), Grinder Pump Service Lateral Connection, the Grinder Pump Station, and all other collection and Connection facilities and equipment necessary to connect to the Wastewater System and installation prior to providing Service, and from time to time thereafter, to ascertain the Owner's or Customer's compliance with this Policy, the KLWTD Agreement, and all applicable laws, rules and regulations governing the Wastewater System. Notwithstanding the Village's right to inspect the Gravity Service Lateral Connection, Grinder Service Connection (Grinder Pump), Grinder Pump Service Lateral Connection, the Grinder Pump Station, and other Connection facilities and equipment necessary to collect and connect to the Wastewater System and installation, the Village assumes no responsibility whatsoever for any defects that are not detected by any such inspection.

As a condition of providing Service and Connection to the Wastewater System, and upon the execution of an application for Service and/or contract for Service, each Owner and Customer of the Property shall be deemed to have consented and granted the Village, and its authorized agent, representative or contractor, a license to enter upon the affected Property during reasonable hours, and in the event of an emergency, at any time, and waives the right to receive any further notice from the Village of such entry, for the purposes of insuring compliance with this Policy, the KLWTD Agreement, and all applicable laws, rules and regulations, and to perform repairs, maintenance, operation, testing, sampling and inspections. In such event, the Village shall have all legal and equitable remedies available to enforce compliance, including the remedies and actions set forth in Section 62.44 of this Policy.

Denial of access to the Village or any authorized agent, representative or employee, to any Property receiving Service for the purposes set forth and permitted in this Section shall constitute a violation of this Policy and may be grounds for enforcement and remedies as set forth in Section 62.44, including discontinuance or termination of Service to the Property.

(b) *Sampling and Monitoring.*

Authorized Village personnel or representatives shall have the right to install on the Owner's or Customer's Property, or require installation of, such sampling and/or monitoring devices or equipment, as are deemed necessary by the Village. The sampling and monitoring equipment installed on the Property shall be maintained at all times in a safe and proper operating condition by the Owner or Customer, at its sole expense. All sampling and monitoring facilities shall be installed, constructed and maintained in accordance with all applicable local construction standards and specifications and approved by the Village. Any devices used to measure Wastewater flow and quality shall be calibrated annually to ensure their accuracy. Facilities which include more than 4 EDUs may be required to install a metering device to record the actual flow of Wastewater and/or a salinity measurement device to measure salinity levels in the Customer's wastewater prior to entering the Wastewater System.

Section 62.42 Extension of Wastewater System.

This Section provides information pertaining to the Village's specifications, requirements, and procedures for Service to FDEP permitted new facilities or expansion of existing facilities on Property (including Commercial, Multi-Family and Condominium Facilities). New development may require extension of Wastewater System or facilities, as well as modification or expansion of the Wastewater System to accommodate new development. The cost of such extension, modification or expansion of the Wastewater System shall be borne by the Owner or Developer of the Property.

(a) *Application for Extension of Wastewater System.*

- (1) An Owner or Developer seeking to obtain Wastewater Service from the Village for new development or re-development of Property that may require the installation of new or extension, modification or expansion of the Wastewater System shall submit an application to the Village's Wastewater Utility Department, along with payment of the

applicable application and plan review fees, which shall include the following information to the Village to determine whether extension of the Wastewater System is feasible:

- a. A Basis of Design Report (BODR) including four (4) sets of signed and sealed 24" x 36" folded engineering drawings. The BODR shall identify the required capacity needed for the proposed development or upgrade, include engineering calculations prepared, signed and sealed by a Registered Engineer in the State of Florida which demonstrate that adequate capacity is available in the Collection System and at the KLWTD Regional Treatment Plant for the proposed new development or re-development, and the proposed method of Service;
 - b. Four (4) copies of all FDEP Wastewater permit application forms with original signatures and seals on all copies;
 - c. Hydraulic calculations for all pipes, mains, and associated pumping stations necessary to convey the proposed project Wastewater flows from the new development or re-development to the designated Point of Service to the Wastewater System;
 - d. If the requested capacity is not available in the existing Wastewater System, the Owner or Developer shall identify where required improvements to the Wastewater System are necessary to provide the needed capacity, identify permitting requirements, and identify all required restoration and repaving for said improvements. Patching will not be accepted as a paving alternative;
 - e. Engineering calculations prepared, signed and sealed by a Registered Professional Engineer in the State of Florida shall be provided that demonstrate adequate treatment plant capacity is available at the KLWTD Regional Treatment Plant, including written authorization from the KLWTD that capacity is available; and
 - f. Complete construction plans prepared by an engineer registered in the State of Florida for the proposed improvements. The construction plan shall include the complete design of the required improvements. Owner or Developer shall not do construction work until completed construction plans have been approved by the Village Utilities Department and Building Department.
- (2) The Owner or Developer shall schedule a meeting with the Village's Wastewater Utility Department to submit the application package in order to determine if the package is complete. Incomplete submittal packages and plans lacking the required information, or plans which are difficult to read and/or interpret will not be accepted by the Village, and shall be returned to the Owner or Developer for corrections and resubmission.
- (b) *Improvements/Extension of Wastewater System.*
- (1) *Installation and Construction of Expansion Facilities.* All identified improvements to the Wastewater System and/or the KLWTD Regional Treatment Plant shall be paid for by the Owner or Developer. Payment shall be made in full prior to issuance of a building permit to the Owner or Developer in the form of a cashier's check or irrevocable letter

of credit. The Village and the Owner and/or Developer will enter into an agreement to reserve the capacity in a form approved by the Village Attorney. Construction shall be performed in accordance with approved plans and specifications and under the supervision of the Village and appropriate agencies and shall at all times be subject to inspection. Where deemed necessary by the Village, it may require the Owner or Developer to employ a registered engineer for complete supervision of the construction or installation of the improvements involved and may require progress reports and final certificate of construction installation from such engineer. Village will refuse to accept work that has been done without proper inspection. No construction work shall be undertaken prior to obtaining the required permit. When construction is complete in accordance with the approved plans and specifications and complies with the provisions of this Policy, the Owner or Developer shall obtain final written approval and acceptance from the Village. The Owner or Developer shall be required to file with the Village a surety or cash bonds (performance and payment) in an amount deemed acceptable by the Village Utilities Department and/or Building Department, but in no event less than 125 percent of the estimated cost of construction of the improvements, and approved by the Village Attorney, to insure the Village that the actual satisfactory completion of construction and payment of the proposed improvements within a period of not more than one year from the date of such bond. This bond shall also include a maintenance provision for one year covering all improvements by the Owner or Developer. The Owner or Developer shall further provide insurance and such other requirements as may be required by the Village in connection with construction of the improvements.

- (2) *Easements.* The Owner or Developer shall be responsible for acquiring and granting to the Village all required utility Easements, real property, and permits associated with the project, in form acceptable to the Village Attorney.
- (3) *Transfer of Improvements and Facilities to Village.* The Owner or Developer shall deliver ownership of the completed improvements to the Village prior to the release of any Certificates of Occupancy for all projects connected to the Wastewater System. The Village shall not accept transfer and title to the improvements as constructed by Developer until the Village has approved all construction of the facilities, and accepted tests to determine that such construction is in accordance with the criteria established by the Village, the Minimum Design and Construction Standards and Specifications for Wastewater, and all other applicable regulations governing the construction of the improvements. The transfer package shall include the following, in form acceptable to the Village Attorney:
 - a. Bill of Sale, and affidavit of no liens and encumbrances;
 - b. Certificate of no contributions;
 - c. Final cost breakdown establishing the construction cost of all improvements and facilities constructed by owner or Developer (lines, facilities, appurtenances, services);
 - d. Legal description of the Property served;
 - e. As-Built Drawings;

- f. Warranty and guarantee (one year maintenance bond and/or guarantee by Owner or Developer and utility contractor);
 - g. Listing of customers/owners/lots with addresses in spreadsheet format for the purpose of identifying Service Connections;
 - h. Permanent Easement form and legal description for each Easement dedication and recording; and
 - i. Transfer of all project related reports and utility billing (lift stations, etc.).
- (4) *Oversight and Inspection.* The Village and KLWTD will provide oversight and may include design, construction, permitting and inspection of the identified capital improvements and facilities as required by engineering standards and criteria established by the Village, the KLWTD, the Minimum Design and Construction Standards and Specifications for Wastewater, and all other applicable regulations governing the construction of the improvements. Any oversight and inspection by the Village and KLWTD shall not relieve the Owner of Developer and its design and other engineers of the responsibility for ensuring that all construction is consistent with and in accordance with the engineering standards and criteria established by the Village, the Minimum Design and Construction Standards and Specifications for Wastewater, and all other applicable regulations governing the construction of the improvements.
- (5) *Fees and Charges.* All fees associated with the installation and approval of new or extension, modification or expansion of the Wastewater System, review of the Village Collection System capacity, review of the KLWTD Regional Treatment Plant capacity, plan and permit reviews, system development charges, service charges, hookup and Connection charges, capacity fees, and assessments shall be paid for by the Owner or Developer in accordance with the Village's fee schedule for same.

(c) *System Design; General Criteria.*

The Village's Minimum Design and Construction Standards and Specifications for Wastewater adopted by reference in this Policy must be adhered to in connection with the design and construction of Wastewater improvements or facilities by any Developer, Owner or Customer.

(d) *Connection Availability for Future Wastewater Service.*

Prior to the commencement of construction of facilities or structures on Property for an approved development, the Village shall enter into an agreement with the Owner and/or Developer in a form approved by the Village Attorney for the purpose of setting forth requirements and conditions for assuring the availability of Service to the development upon completion of construction. Such assurance is conditioned upon the fulfillment by the Owner and/or Developer of the requirements and conditions of the agreement for Service. The Owner or Developer must pay in advance the System Development Charge, and other fees and charges required in this Policy and the agreement for Service. Failure to comply with the terms of the agreement for Service may result in the Village declining to provide Service upon completion of the development, until the terms of this Policy and the agreement for Service are fully satisfied, including payment of applicable assessments and any applicable delinquent account penalties.

The execution of an agreement does not exempt the Owner or Developer from compliance with the Village's Minimum Design and Construction Standards and Specifications for Wastewater and the obligation to obtain all required federal, state, and local governmental permits, licenses, or approvals.

(e) System Development Charge; New or Expanded Facilities.

New or extended, modified or expanded facilities that have the potential to increase the utilization of the Wastewater System shall contribute their fair and equitable share of the capital costs of the Wastewater System. Accordingly, in accordance with Division 7, of Chapter 30, of the Village's Code of Ordinances, the Village will impose a System Development Charge to existing and new Customers who add, extend, modify or expand facilities that impose a potential increase demand on the Wastewater System.

Section 62.43 Rates, Fees and Charges.

(a) Village Right to Fix and Collect Rates and Charges.

The Village shall have the right to fix and establish rates, fees and charges for Service. The Village has adopted Resolution No. 13-07-43, establishing Wastewater utility rates for Service, which rates may be subsequently modified by the Village Council by Resolution from time to time. The Wastewater rates consist of a Customer Charge, Base Facility Charge based on the number of EDUs served and a Usage Charge based on metered water use. The Customer shall be responsible for the payment of all Wastewater rates, fees and charges that may be in effect as adopted by the Village by Resolution, and as may be amended from time to time.

(b) Customer Monthly Rates and Fees.

Each Customer shall pay a monthly charge for Wastewater Service, composed of a Customer Charge, Base Facility Charge and Usage Fee, as set forth in the Wastewater Rate Resolution adopted by the Village Council, and as may be amended from time to time. These monthly Wastewater rates or charges are in addition to any other fees and charges which may be imposed by the Village from time to time and as required to initiate or provide Service.

- (1) *Billing.* The Village's rates, fees and charges for Service for the previous month's Wastewater Service, including all applicable federal, state and local taxes, assessments, fees and charges, shall be billed monthly following the month in which the Service was rendered. The Village shall generally bill by mail, but reserves the right in the future to implement an electronic billing/payment system or other mechanism or assign billing to a billing contractor or other entity, including the Florida Keys Aqueduct Authority. The fact that a bill is not received by a Customer does not serve to reduce the obligation and liability of a Customer to pay for all Wastewater Service received.
- (2) *Payment.* Payment for all Customer Wastewater rates, fees and charges may be made in person or by mailed directed to the Village offices or offices of the assigned billing contractor and may be made by credit card, debit card or by check made payable to the

Village or billing contractor, but the Village reserves the right to refuse payment for any lawful reason. In the future event that the Village or any billing contractor assigned by the Village implements as electronic billing and payment system or selects a billing contractor or implements other billing mechanisms, payments may be made pursuant to such system.

- (3) *Concurrent Payment.* When any combination of Wastewater and other services are provided by the Village or billing agent or contractor, payment of any one service bill rendered by the Village to a Customer shall not be accepted by the Village without the simultaneous or concurrent payment of all other service bills rendered by the Village. The Village may discontinue all service to the Customer's Property for non-payment of any portion of Wastewater or other services if payment is not made concurrently. The Village shall not reestablish or reconnect Wastewater and or other services until such time as all Wastewater and/or other service bills and all applicable charges are paid.
- (4) *Collection and Discontinuance of Service.* All rates, fees and charges for Wastewater Service are due and payable in accordance with this Policy and all applicable Village policies, resolutions and ordinances and applicable law. In the event that a Customer check is returned due to insufficient funds or payment is returned or denied, the Village will impose a dishonored or returned check or funds fee against the Customer's account as set forth in the Miscellaneous Service Charge Schedule of this Policy.
- (5) *Village Powers to Collect Amounts Due.*

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

(b) The Village may provide for reasonable penalties against any Owner or Customer for any charges that are delinquent, including, but not limited to, late fees, disconnection of Wastewater Service, until all amounts due the Village have been paid.

(c) The Village may recover delinquent charges, together with interest, penalties, and fees for shutting off, discontinuing, and restoring such Service, together with reasonable attorneys' fees and other costs and expenses to collect said charges by suit in any court of competent jurisdiction, or by any other lawful method of collection and enforcement.

(d) The Village reserves the right to render Wastewater fees and charges through the use of a third party billing service. That billing agent may be authorized by the Village to impose additional fees and delinquent charges in connection with unpaid bills, and may also employ other means or methods to enforce and recover fees and charges as may be agreed to in writing between the Village and billing agent.

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

(f) The Village reserves the right to transfer debts owed by any Owner or Customer for Service provided to a given property or Property to any other active account of the Owner or Customer for Service, and to take appropriate measures for securing payment of such debt.

(c) *Miscellaneous Service Charges.*

The Village is authorized to impose miscellaneous fees, charges or surcharges for costs or violations of this Policy associated with providing Wastewater Service to Customers within the Village. These fees may be set forth and adopted from time to time in a resolution adopted by the Village Council. The Village shall have the right to impose a surcharge for miscellaneous violations, services or actions in accordance with the terms set forth herein. The following is a non-exclusive list of miscellaneous charges the Village may impose in connection with certain actions or Services received:

- (1) *Initial Service (Customer Application) Fee* – This charge would be levied for Service initiation at a location or Property where Service did not exist previously and establishing the Customer’s account.
- (2) *Normal Service Fee* – This charge would be levied for transfer of Service to a new Customer account at a previously served location or Property or reconnection of Service subsequent to a Customer requested disconnection.
- (3) *Violation Service Fee* – This charge would be levied prior to the reconnection of an existing Customer after disconnection for Service for cause as prescribed herein, including a delinquency in bill payment.
- (4) *Inspection Fee* – This charge would be levied when a designated representative of the Village is required to return to a Customer’s Property after an initial inspection of the Customer’s Connection to the Village’s Wastewater System was deemed insufficient.
- (5) *Administrative Fee* – The Village may be requested at times to provide Service to a new development, or property or Property not currently served by the Village, modified or re-development of existing facilities that may require expansion of the Wastewater Facilities. This fee is levied to cover the Village’s administrative costs related to the administration of new development or redevelopment, including attorneys’ fees.
- (6) *Plan Review Fee* – The Village may be requested at times to provide Service to an address, Property or tract of land not currently served by the Village. As such, the Village may require the Owner or Developer to submit an application and plans for review by the Village or designated representative of the Village for compliance with this Policy, the Village’s Minimum Design and Construction Standards and Specifications, standard engineering design details and utility specifications, if applicable. This fee is levied to cover the Village’s cost for Plan Review.

- (7) *Wastewater Facilities Expansion Estimate Fee*– The Village may be requested at times to provide new Service to a new development, property or Property not currently served by the Village, or for redevelopment of existing Property, and as such be requested to provide an estimate of such cost to the Owner or Developer. This fee may be levied if the Village or designated Village representative is requested to provide such estimate on behalf of the Village. This fee may be credited or refunded to the Owner or Developer upon construction of the modification or expansion of the Wastewater Facilities.
- (8) *Damaged/Blocked Line Inspection Fee* – At times during the course of normal Wastewater System operation, the Village may be requested by a Customer to inspect a Wastewater System line for damage and/or blockage. The Village may levy this fee if after such inspection it is determined that the damage and/or blockage were caused by the Customer or if the damage and/or blockage are located on the Customer’s side of the Point of Service to the Village’s Wastewater System.
- (9) *Replacement of Wastewater System Clean-out at Point of Service* - At times the clean-out within the Gravity Service Lateral Connection or other Customer Connection may become damaged. In an effort to minimize or reduce the effect of inflow into the Wastewater System, the Village may inspect the condition of the clean-outs. If the clean-out requires replacement due to damage beyond repair, this fee may be levied.
- (10) *Illegal Connection Removal Fee* – If the Village determines that an illegal or unauthorized use of Service occurs within the Village, the Village shall have the right to discontinue such Service and remove associated equipment at the cost and expense of the Owner or Customer.
- (11) *Dishonored Check Fee* – This fee may be levied for the return of a check presented to the Village or billing agent for payment of any rates, fees, bill, charges, etc. by the financial institution(s) upon which such funds presented for payment are drawn.
- (12) *Tampering Fee* – This may be levied for Tampering.
- (13) *Industrial Waste Surcharge* - In the event of an unauthorized Industrial Waste Discharge, an Industrial Waste Surcharge may be charged and applied.
- (14) *Meter Violation* - In the event of meter by-pass, or meter reversal, straight Connection or other form of Tampering that results in a substantial reduction in the cost of Service, the account of the Customer will be back billed based on the estimated amount of Wastewater flow not paid for. This estimate will be based upon:

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

(b) When Tampering has occurred but the meter has not been disturbed, the Customer will be back-billed for the amount of Wastewater flow, as indicated by the water meter, for which payment has not been received by the Village.

(c) Any further legal action deemed appropriate will also be pursued, and all costs associated therewith shall be assessed to and charged to the Customer, including attorney's fees and costs.

(d) *High Strength Surcharge*

Wastewater discharges cannot exceed a CBOD₅ of 400 parts per million (ppm) or a TSS of 400 ppm. The Wastewater discharge from certain facilities, even when passed through properly sized and maintained grease interceptors, may contain elevated levels of carbonaceous biochemical oxygen demand (CBOD₅) or total suspended solids (TSS). A high strength surcharge will be applied to the Customer's monthly Wastewater bill for Wastewater discharges with a CBOD₅ exceeding 400 ppm or a TSS exceeding 400 ppm. The surcharge will be applied by multiplying the monthly volumetric charge by the rate of the Customer's CBOD₅ or TSS, which is greater, divided by 300. The surcharge will be charged for each day that the Customer's Wastewater flow is in excess of the standard above.

(e) *Salinity Surcharge.*

The Village shall impose a Salinity Surcharge in the event that a Customer's Wastewater salinity exceeds 2.0 parts per thousand at any time measured at a point upstream of the Point of Service prior to discharge into the Wastewater System. The Salinity Surcharge shall be computed and measured as follows: The Salinity Surcharge will be assessed as a multiplier applied to the monthly average flow rate after thirty (30) days in a rolling twelve (12) consecutive month period that the salinity exceeds 2.0 parts per thousand at any time during that day to be measured at a point just upstream of the Point of Service prior to discharge into the Wastewater System. The multiplier will be calculated according to the formula: $\text{Multiplier} = (1 + (N_s/35))^3$, where N_s is the peak diurnal salinity measured in parts per thousand.

Section 62.44. Enforcement and Remedies.

(a) *Violations; Enforcement and Remedies.*

It shall be a violation of this Policy to fail to fully comply with any provision as may be required herein, the Minimum Design and Construction Standards and Specifications for Wastewater, the KLWTD Agreement, and all applicable laws and regulations governing Wastewater, including, but not limited to: failure to Connect to the Wastewater System upon Service being available in the manner and within the time prescribed in Section 62-1 of this Chapter and this Policy; failure to pay or delinquency in the payment of any rates, fees, charges, fines, surcharges, repair or maintenance costs when due; violations of conditions of permits issued for Connection to the Wastewater System; refusal of entry and access to Property as set forth in Section 62-41 of this Policy for the purposes stated therein; and to conduct, commence, or maintain any activity and/or facility prohibited by this Policy and applicable laws and regulations. Each violation shall constitute a separate offense. In the event of such violation(s) by

an Owner or Customer, the Village shall seek to enforce and compel compliance by any and all available legal or equitable remedies, including, but not limited to the following rights and remedies:

- (1) To inspect all collection and Connection installations, facilities and equipment located on Owner or Customer's Property connected to the Wastewater System. The Village shall have the right, but not the duty, to make initial and periodic testing and inspections on the affected Property;
 - (2) To conduct sampling, testing, inspections, compliance monitoring, and/or metering of all collection and Connection installations, facilities and equipment on the Customer's or Owner's Property;
 - (3) To remove, disconnect, service, repair, operate and maintain any Wastewater collection or Connection installations, facilities or equipment located on Property which connect to or tie into the Wastewater System;
 - (4) To correct and/or repair any violation that occurs on Wastewater facilities located on private Property, which, in the discretion of the Village Manager or his/her designee, necessitate emergency action or repairs. The repairs or corrective action may be made by the Village, at the cost of the Customer and/or Owner of the Property. The Customer and/or Owner shall be billed by the Village for the actual cost of repairs and corrective action, plus administrative costs and expenses. Failure of Customer and/or Owner to make payment within thirty (30) days of billing shall entitle the Village to place a lien in the Public Records of Monroe County, Florida on the Property for the amount incurred and billed. Said lien may be foreclosed by the Village by any means available under Florida Law, including in the same manner as provided in the Mechanic's Lien Law of the State of Florida;
 - (5) Take any action necessary or incidental to the operation, repair, maintenance, performance, testing, inspection, discontinuance or termination of Service;
 - (6) Charge and require payment of fines, surcharges, service charges and fees to the Village and/or KLWTD per violation for each day that the violation continues;
 - (7) Institute code compliance proceedings pursuant to Section 2, Article III, of the Village's Code of Ordinances, or such other legal or equitable actions, including but not limited to, administrative or court tribunals; and
 - (8) Discontinue or terminate Service and/or petition the Florida Keys Aqueduct Authority (FKAA) or other billing contractor or agent engaged by the Village, for termination of Wastewater Service or potable water service.
- (b) *Code Enforcement and Other Remedies.*

Violations of this Policy may be prosecuted through the Village's Code Compliance process as specified in Chapter 2 of the Village Code, through Chapter 162, Florida Statutes, or through any other legal or equitable remedies available by Florida law or any other injunctive

relief available to the Village through appropriate legal or equitable relief actions in a court of competent jurisdiction to enforce the provisions of this Policy.

(c) *Liable for Costs and Attorney's Fees.*

A violator shall be liable for all costs, including attorney's fees, attributable to any violation of this Policy or related laws and regulations governing the use of the Wastewater System and for the costs of correcting damages due to such violations. In the event of damage to the Village's property or Wastewater System which arises out of any act of a Customer or agents, employees or independent contractors of a Customer, the cost of repairs or replacement shall be the responsibility of the Customer and Owner, and full payment or reimbursement to the Village may be a condition imposed on the Customer for commencement or continuation of Service. However, payment of these costs shall not relieve the offending person from other civil or criminal penalties which may be applicable.

(d) *Lien Rights.*

The Village shall have a lien on all Property served or to be served by the Village's Wastewater System for all rates, fees, charges, fines, surcharges, repairs, maintenance and costs attributable to Service to such Property or arising out of a duty, liability or violation imposed by this Policy until paid, which liens shall be prior to all other liens on such property or Property except the lien of the State, County, and municipal taxes and shall be on a par with the lien of such State, County and municipal taxes. Such liens, when delinquent for more than 20 days, may be foreclosed by the Village in the manner provided by the laws of Florida.

(e) *Discontinuance of Service; Shut Off.*

The Village Manager, or his/her designee, is granted the power to discontinue and shut off the supplying of any or all Wastewater Service to any Customer of the Wastewater System for violation of this Policy or nonpayment of any rates, fees, charges, fines, surcharges, repair and maintenance costs of the Wastewater System. The Village will not restore Service to such delinquent Customer until the violations are remedied and/or all charges with interest at the average rate earned by the Village for the period of delinquency have been paid in full.

(f) *Emergency Acts.*

- (1) Interruption. The Village Manager or his/her designee may interrupt the delivery of Service to any property or Property in the event of an emergency, Force Majeure event, or upon the occurrence of any violation of this Policy or applicable laws or regulations. Any such interruption will continue until such time as deemed appropriate by the Village Manager or his/her designee for resumption of Service to the subject property or Property.
- (2) Emergency Action. The Village Manager or his/her designee may take whatever emergency action deemed necessary and appropriate to protect persons or property from any injury, loss, or damage which may reasonably be expected to

result from such emergency, Force Majeure event, or a specific violation of this Policy or of any applicable laws or regulations. Any person, Owner or Customer violating this Policy or applicable laws and regulations applicable to the Wastewater Facilities or Wastewater Service shall be responsible for all damages, losses and costs incurred by the Village for any emergency measures performed by or at the request of Village Manager or his designee as a result of such a violation.