



Greater
Pine Island
Water Association, Inc.

RULES AND REGULATIONS

JUNE 20, 2017

GLOSSARY OF TERMS

UNIT - A unit is the basis on which charges and fees are determined.

MEMBER - The property owner, either individual or organizational, who is signatory to the Water User's Agreement. All Memberships are issued to the Corporation, Association, or Members as appropriate. Each Corporation, Association, or Member will only be entitled to one (1) vote at Annual or Special Meetings regardless of the Membership certificates held.

ACTIVE - A Member who has a water meter installed on his property and is charged the minimum monthly water bill.

INACTIVE MEMBER - A Member who no longer has a water meter installed on his property and who no longer is charged the minimum monthly water bill.

MEMBERSHIP FEE - As a cooperative type Association, GPIWA is required to charge a \$108.00 membership fee on each active account. The membership is issued in the name of the original owner (s) of the property as indicated on the recorded deed. Any change from the original Member (s) requires payment of another membership fee. Upon cancellation of the account, under Internal Revenue Code 501 (c) (12), the membership fee must remain as part of the Member's equity until dissolution of the Association and therefore the membership cannot be returned to the Member. The membership fee then becomes a "floating membership".

FLOATING MEMBERSHIP - A floating membership results from the account becoming inactive as described above. This floating membership must be held indefinitely within the Association records so that any time in the future should the Member request water service in the Association's franchise area, this floating membership may be used. A Member must advise the Business Office when applying for membership that a floating membership exists so that the floating membership can be used. Use of a floating membership cannot be accomplished once the application has been processed. In the event the original membership fee was issued to more than one person (i.e. husband & wife; brother & sister, etc.) the floating membership will remain in the names as originally issued and can only be used by these former members on a first come basis. The membership cannot be split between multiple Members.

METER FEE - A meter fee is charged on each active account and is a one time fee as long as the Member retains ownership of the property. Any change in membership status as described above, will result in another meter fee being charged. This fee acts as a "rental fee" and covers maintenance of the meter. Meter fees are based on the size of the meter as detailed on the Current Schedule of Fees and Water Rates. Meter fees are not refundable.

CAPITAL CHARGE - This fee began in 1973 and is specifically designated for debt repayment and expansion of the system. One capital charge is due for each unit as defined herein. Capital charges are not refundable even though a unit on which a capital charge was paid is no longer in existence. Any change in membership status will require the payment of any unpaid capital charges.

ANGLE STOP - A valve which is on the street side of the meter and is specifically for the use of the Association. The breaking of an angle stop due to use by anyone other than the Association will result in an invoice for labor and material being issued to the owner of the property for replacement of the angle stop.

CURB STOP - A valve on the Member's side of the meter for the Member's use to turn water on and off. Replacement of the curb stop, when necessary, is the Member's cost.

VESTED INTEREST - A Member's equity in the net assets of the Association.

AID IN CONSTRUCTION - Charges made to the Member towards the cost of extending the distribution line to service that Member's property.

GREATER PINE ISLAND WATER ASSOCIATION, INC. A non-profit corporation incorporated under the laws of the State of Florida.

USER - The person who makes payment of the water bill.

BASE RATE – The monthly customer charge for each account billed.

READY TO SERVE CHARGE – The monthly charge per equivalent single-family dwelling unit (ECRU) based on meter size. Base rate and ready to serve charge represent the minimum monthly billing on each account.

TENANT – Shall be as defined in Chapter 83 FRS.

I. DEFINITION OF A LOT

A lot is defined as:

- A. A parcel of land, bounded by legal description on three or more sides as shown on a recorded plat in the Office of the Clerk of the Circuit Court, Lee County Courthouse, Ft. Myers, Florida.
- B. A parcel of land, platted or unplatted, consisting of two or more contiguous lots not separated by any public or private road may be considered as one lot if they are all owned by one person, partnership, corporation or other entity. This provision will not preclude additional capital charges when more than one living unit exists on the property.

II. APPLICATION FOR SERVICE

- A. The prospective Member or his agent shall make application for service at the office of the Association. If the application for service is approved, the required initial fees as specified in Section III – Prepayment of Fees shall be paid, a Water User's Agreement signed by the property owner and water service provided. Should the property owner fail to sign a Water User's Agreement within thirty (30) days from the date of initiation of service, the Association will implement procedures for service interruption as stated in Section X, Section C - Collecting.

III. PREPAYMENT OF FEES

Initial Fees - Residential or Commercial - to be paid at the time of application.

- A. Membership Fee - A current membership fee for each meter installed will be charged and is non-refundable and non-transferable to another party. Regardless of who pays the fees, the membership must be placed in the name of the current property owner as recorded on the property deed. A membership fee will not be charged if the Member has a "floating membership" recorded on the books of the Association. The Member must advise the Business Office when applying for membership that a floating membership exists so that the floating membership can be used. Use of a floating membership cannot be accomplished once the application has been processed.
- B. Meter Charge for installation, maintenance, inspection, meter cost, final reading and/or removal. Meter and installation fees above 5/8" will be quoted on current costs at time of application. Meter charges are not refundable.
- C. Capital Charges based upon the number of units as defined in Section IV and Section V. Capital charges are not refundable and are not transferable from one property to another.
- D. Department of Transportation Permit Fee in effect at the time of application.

IV. DEFINITION OF A UNIT

- A. One unit for the purpose of determining the number of Capital Charges and meter size is defined as any one of the following:
1. A lot or parcel of land as defined herein.
 2. Single family dwelling.
 3. Each living unit of a multiple family dwelling or any separate appurtenance that is self contained, i.e. having sanitary, cooking and sleeping facilities.
 4. Each self-contained unit of multi-unit residential developments or conversions.
 5. Motel or hotel rentals - each two sleeping rooms with no cooking facilities.
 6. Efficiencies - each self contained unit with sanitary, cooking and sleeping facilities.
 7. Mobile home rental park - each mobile home space.
 8. Travel Trailer Rental Park - each four spaces.
 9. Laundromat - each four washing machines.
 10. Each religious organization facility.
 11. Each non-profit organization facility.
 12. Each business enterprise within a complex of other business enterprises shall be treated as one unit regardless of ownership structure.
 13. A commercial-industrial account (other than above) shall be defined as any enterprise engaged in manufacturing products, selling goods, selling services, exchanging goods for goods, exchanging services for services, or any and all types of commerce, whether intrastate, interstate or international and whether it exists for profit or not for profit.
 14. Car washes - whether independent or part of a service station.
 15. Sewer Plant.
 16. Swimming pool - other than on a residential home.

V. CAPITAL CHARGES - RESIDENTIAL

- A. For residential capital charges, the following criteria will be used to determine a "self-contained unit" for the purpose of assessing capital charges:
1. A "self-contained unit" must have sanitary, cooking and sleeping facilities and must be supplied by GPIWA water, whether by pipes, hose or any other means of conveyance.
 2. The actual rental of a self-contained unit for a fee shall not be a determining factor in the assessment of capital charges. The mere existence of a "self-contained unit", whether attached to, included within, or detached from an existing residence and equipped for GPIWA water use by any means of conveyance will be the determining factor.
 3. Residential meters larger than 5/8" x 3/4" will be assessed a capital charge equivalent to the charges shown in the commercial-industrial schedule and will carry the increased monthly ready to serve charge from that schedule.
 4. Each mobile home, recreational vehicles, moored boats, or other type vehicle or other facility qualifying as a "self-contained unit", using GPIWA water whether by common or individual meter, whether supplied by pipes, hoses or other conveyance, shall be classified as a unit. However, in areas zoned single family residence, such short term use as may be allowed by Lee County Zoning Regulations will not be so classified.
 5. Internal remodeling of an existing residence to achieve an additional "self contained unit" will be assessed the current capital charge.
 6. New construction of a "self-contained residential unit", or a newly created "self-contained residential unit" attached or detached from an existing residence will be assessed the current capital charge.
 7. Where lots are owned by a single entity, whether individual, partnership, corporation, etc. each unit will require payment of a capital charge and may be individually or common metered.
 8. Change of ownership of property, whether by deed or title, of "self-contained residential units" will require the payment of the capital charge fee per unit unless the capital charge has been previously paid. The requirement for payment of the capital charge shall not be applicable to transfers between spouses and/or joint owners under the following conditions:
 - a. Death of a spouse or joint owner.
 - b. Divorce or dissolution of marriage.
 - c. Transfer to a Living Trust where the beneficial interest is retained by one or both spouses.
 - d. Transfer of the deed or title where the transferor retains a life estate, provided that the capital charge shall be due upon termination of the life interest.

**VI. CAPITAL CHARGE - MULTI-UNIT RESIDENTIAL/COMMERCIAL DEVELOPMENTS
WITH COMMON OWNERSHIP**

A. Multi-Unit Residential/Commercial Developments shall be defined as any development that contains more than one self-contained unit that features common ownership of property or amenities. Common ownership of property or amenities is defined as common facilities owned by or the beneficial use of which is enjoyed by the owners of the self-contained units whether by undivided interests, condominium association, cooperative, homeowners association, etc.

These shall include, but not be limited by virtue of enumeration, to the following:

- (1) Condominium, including those condominiums featuring interval ownership.
- (2) Cooperative apartments or developments.
- (3) Mobile home parks.
- (4) Motels or hotels.
- (5) Apartments or duplexes
- (6) Travel trailer parks.
- (7) Town-house developments.

B. All Multi-Unit Residential/Commercial Developments shall have the option of having individual meters per unit or common meters, provided that in such developments that contain separate buildings with more than one self-contained unit, there shall be a minimum of one common meter per building.

C. Conversion of single family residential units to multi-family units shall be assessed the current capital charge in accordance with the criteria as stated for new construction or newly created self-contained units.

D. Owners, Developers, Contractors, etc. that request execution the required Florida Department of Environmental Protection (FDEP) form 62-555.900(7), "Notice of Intent to Use The General Permit For Construction of Water Main Extensions for Pass's" or its successor form(s) (Permit), shall pay to the Association fifty percent (50%) of the total of all Capital Charges that are normal and customarily generated by the unit(s) defined within the Permit. Such charges shall be paid to the Association prior to the execution of the Permit by Association staff. Capital Charges shall be calculated based on the Current Schedule of Fees and Water Rates in existence at the time of application. The balance of the Capital Charges (the remaining fifty percent), shall become due and payable on a per unit basis along with all other customary fees and charges due when formal application for water service is made to the Association.

- E. If the developer/owner elects common meters at the time of application for the multi-unit residential/commercial development, there shall be assessed and paid a capital charge in effect at the time of application for each self-contained unit plus a membership fee for each unit as shown below.

INITIAL CONNECTION FEES

- 1 Membership times number of units
- 1 Capital Charge times number of units
- 1 common meter per building - lump sum

Monthly base rate **plus**

Monthly ready to serve charge times number of units.

All water used will be charged as per the Current Schedule of Fees and Water Rates.

- F. Separate membership, meter and capital charge of a minimum size one (1) inch for each pool and/or grounds with the appropriate initial connection fees and minimum monthly charges as described in the Current Schedule of Fees and Water Rates.
- G. Sales, conveyance or transfer of self-contained units within Multi-Unit Residential/Commercial Developments with common meters shall be subject to the Administrative Fee and capital charge, if not previously paid, as stated in the Current Schedule of Fees and Water Rates. A Condominium Association, shall be responsible for payment of the Administrative Fee and capital charge as defined in Section V, 8 of these Rules and Regulations, to the Greater Pine Island Water Association, Inc. Payment of all Administrative Fees and capital charges are due within five (5) working days after closing. Note that memberships are issued in the name of the Condominium Association and therefore the Condominium Association will be responsible for implementation of arrangements for collecting the Administrative Fee.
- H. These rules shall apply to the conversion of existing facilities to Multi-Unit Residential/Commercial Developments and membership, meter fees and capital charges shall be assessed and payable upon filing of the application for conversion.
- I. Where Multi-Unit Residential/Commercial Developments with common meters are changed to individual lot ownerships that have no common ownership of property or amenities as defined herein, the option of retaining common meters shall not be available and each self-contained unit shall be individually metered.
- J. Each multi-unit residential development or conversion may be supplemented by separate memorandum of agreement with the developer to facilitate the implementation of these rules.

VII. COMMERCIAL-INDUSTRIAL ACCOUNTS

- A. A commercial-industrial unit will consist of a single business entity, irrespective of ownership structures, such as, but not limited to, proprietorships, partnerships, corporations,

syndications, etc. Multiple business entities consisting of separate ownerships, will each be treated as one unit and will require separate meters for each unit that requires water service.

1. A membership, meter and capital charge will be assessed based upon meter size required.
2. Expansion requiring a larger meter or an additional meter will be handled as follows:
 - a. A larger meter will require the current meter fee as determined by size with a credit for the original meter fee paid and the current capital charge as determined by size with a credit for the original capital charge paid.
 - b. An additional meter will require payment of a membership fee, meter fee and the current capital charge based upon the size of the meter.
3. Each separate business enterprise will be assessed a membership, meter fee and capital charge based on meter size plus the corresponding monthly base rate and ready to serve charge from the commercial-industrial schedule.
4. Capital charges are non-refundable and non-transferable.

VIII. CHANGE OF OWNERSHIP

- A. Change of ownership of property, whether by deed or title, of "self-contained units" will require the payment of the a membership fee, a meter fee, and a capital charge fee per unit unless the capital charge has previously been paid. The requirement for payment of these fees shall not be applicable to transfers between spouses and/or joint owners under the following conditions:
 1. Death of a spouse or joint owner.
 2. Divorce or dissolution of marriage.
 3. Transfer to a Living Trust where the beneficial interest is retained by one or both spouses.
 4. Transfer of the deed or title where the transferor retains a life estate, provided that the capital charge shall be due upon termination of the life interest.
- B. Membership, meter and capital charges due from the new owner must be paid within five working days after the closing date to prevent any interruption of service. Failure to pay charges due within sixty (60) days after the closing date will result in a \$100.00 penalty being assessed upon the new owner which must be paid before service can be restored.

IX. WATER RATES

- A. There is a minimum base rate and ready to serve charge each month whether water is used or not.

- B. There are NO vacation rates.
- C. The base rate, ready to serve charge, and the rate per thousand gallons for all water passing through the meter are specified in the Current Schedule of Fees and Water Rates. (A copy of which is attached.)

X. METER READING - BILLING - COLLECTING

A. Meter Reading:

- 1. Meters will be read monthly. All bills will be rendered monthly.
- 2. Readings from different meters will not be combined for billing.
- 3. Circumstances preventing meters from being read will result in an estimated reading.

B. Billing:

1. Water Service

- a. Bills for water will be figured in accordance with the Association's rate schedule and will be based on the amount consumed for the period covered by the meter readings, except where a Member orders cancellation less than one month after installation, the minimum bill to such Member for such period shall be at least equal to the minimum charge for one full month's service.
- b. Bills shall be paid at the place specified by the Association.
- c. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the property owner from payment.
- d. The Member will be charged for all water going through the meter.
- e. If, from any cause, a meter fails to register the amount of water passing through it, the owner shall be charged at the average daily rate as shown by the meter when in order.

2. Sewer Service

- a. The term "sewer service provider" shall mean a sewer/wastewater provider that has entered into an Agreement with the Association for termination of Member's water service for non-payment of sewer/wastewater service bill.
- b. Members who receive sewer services from a sewer service provider shall remain current with their billing.
- c. Bills shall be paid in the place specified and in accordance with the rules of the sewer service provider.
- d. Non-payment of sewer bills from a sewer service provider shall subject the member to termination of water service as specified in subsection D below.

C. Collecting – Water Service:

1. Bills are due when rendered. Collection of delinquent accounts will be subject to the following procedure and all time periods run from the due date of the original bill.
 - a. Non-payment after twenty five (25) days from the due date will result in a 10% late charge penalty being added to the bill. A final notice will be mailed to the Member within ten (10) days stating that service will be terminated in the next ten (10) days.
 - b. Non-payment within said ten (10) days (40 days from the due date) will result in the Member's water meter being removed. While the Member is in an active status, he is still obligated to pay the minimum monthly bill.
 - c. The Member is entitled to service re-instatement upon payment of all charges and a re-connection fee if paid prior to change of status from active to inactive as herein provided. The re-connection fee will be \$25.00 for re-connection during normal business hours. A \$50.00 re-connection fee will be charged for re-connection during other than normal business hours and payment in full must be made by 10:00 A.M. on the next business day at the Association's Business Office to prevent the meter from being disconnected.
 - d. If payment of all charges and re-connection fee is not made within sixty (60) days of the original due date, a notice shall be mailed to the Member stating that if payment is not made in full within thirty (30) days, the Member's active Membership will become inactive. The notice shall include an itemization of total charges that must be paid for re-instatement in the event the Member's status is changed to inactive.
 - e. If payment is not made within the thirty (30) day notice prescribed in the preceding paragraph (90 days from the original due date) the membership shall become inactive and not be re-instated until full payment of all water charges, a meter fee and, if not previously paid, a capital charge of \$258.50 per unit.
 - f. Where a Member leases the premises receiving water service to a tenant, the Association is authorized to accept payment of Association bill(s) from the tenant.
2. In the event a Member's active membership becomes inactive, said Member's vested interest in the net assets of this Association shall still exist.

D. Collecting – Sewer Service:

The Association has established agreements with certain sewer service providers, to include but not limited to Lee County Utilities and Environmental Protection Services of Pine Island, Inc., a Florida Corporation, to assist with sewer/wastewater bill delinquencies. Members of the Association who are also customers of the sewer service providers are subject to service interruption for non-payment of delinquent sewer/wastewater bills.

1. A sewer service provider's sewer bill is due when rendered. Members delinquent in payment of their sewer bill are subject to disconnection of their water service for non-payment of the sewer bill in accordance with the following procedure:
 - a. Within ten (10) business days after receiving written, official notification from the sewer service provider that the sewer bill is delinquent, the Association shall disconnect or otherwise cause the water service to the Member to be discontinued. While the Member is in an active status, he is still obligated to pay the minimum monthly bill.
 - b. The Member is entitled to service re-connection by GPIWA once the Association is notified by the sewer service provider that the Member has paid all applicable charges owed (sewer and a re-connection fee) to the sewer service provider. GPIWA will charge a re-connection fee for this service at a rate of 120% of the standard re-connection fee as set forth in the Current Schedule of Fees and Water Rates.

XI. ASSOCIATION'S RESPONSIBILITY AND LIABILITY

A. Installation of Meters:

1. Meters shall be installed at the Association's option inside the property line, in an easement, or at the edge of public right-of-way.
2. In recorded and platted subdivisions, meters and stub-outs will be installed on the appropriate property lines so that two lots may be serviced from one location.
3. If the applicant for membership desires a meter location on a property line closest to the distribution system different than those specified above, a charge for special meter location may be made as specified in the Current Schedule of Fees and Water Rates.

B. The Association will not authorize the execution of regulatory agency permits for developers of subdivisions, mobile home parks, condominium complexes, etc. unless the developer provides a set of blueprints sealed by a Professional Engineer detailing the installation of distribution lines in accordance with terms and specifications established by the Association and pays all related permit fees. All requests must be approved by the General Manager. All lines will be inspected during construction by GPIWA personnel and when completed will become the property of the Association after one (1) year following construction completion and acceptance by the Association. The owner will be responsible for all repairs and/or maintenance during this one (1) year period. See the Association's Developer Specifications for more specific requirements.

C. Because of limited resources, the Association may, before approving an application for service, require applicant to pay for the necessary extension of distribution lines. All line extensions will be approved by the General Manager.

- D. The Association shall not be responsible for the Member's piping or equipment. Further, it will require the Member's line or piping to be installed in such a manner as to be in compliance with the Association's Cross-Connection/Backflow Prevention Program.
- E. The Association will be glad to advise the Member on the type of material needed for the particular service requested.
- F. The Association shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the Member's premises. The Association shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the Member's premises. The Association shall not be responsible for negligence of third persons, or forces beyond the control of the Association resulting in any interruption of service.
- G. The Association reserves the right to discontinue or limit service without notice for the following additional reasons:
 - 1. To prevent fraud or abuse.
 - 2. Member's willful disregard of the Association's rules.
 - 3. Emergency repairs.
 - 4. Insufficiency of supply due to circumstances beyond the Association's control.
 - 5. Legal process.
 - 6. Direction of public authorities.
 - 7. Strike, riot, fire, flood, accident, natural disaster or unforeseen or unavoidable cause.
 - 8. Tampering with a meter or any other measuring device.
- H. Termination of water service due to Member's request as a means of constructive eviction is prohibited. The Association shall not be responsible or liable for injury or damages of any kind whatsoever to a Member, tenant, or occupant of a unit for the termination of water services at a Member's request which is later determined to have been a means of eviction of a tenant without a court order. It shall be the Member's sole responsibility as landlord to ensure that all obligations required pursuant to Florida Statutes, including § 83.51, Florida Statutes are satisfied. The Association is not responsible for any obligation of a Member to ensure provision of certain services under § 83, Florida Statutes.
- I. Regarding installation, repair or replacement of Association equipment (to include but not limited to lines, valves, or meters) within an easement or within a right-of-way, the Association shall not be responsible for replacing landscaping, vegetation, any structure or any pavement. The Association shall return the property within the easement or right-of-way to the original elevation and may place grass or sod where the Association deems it appropriate.

XII. MEMBER'S RESPONSIBILITY

- A. The Member's piping and apparatus between meter and unit shall be installed and maintained by the Member at the Member's expense.
- B. Member's water lines may be installed so as to provide water service to the unit originally approved by the Association as specified on the Water User's Agreement. The Association may discontinue service to a Member who allows a connection or extension to be made to his service line or other piping for the purpose of supplying service to another user and/or unit.
- C. When a meter is placed on the premises of the Member, a suitable place shall be provided by the Member for placing such meter, unobstructed and accessible at all times to the meter reader.
- D. Each Member shall grant or convey, or shall cause to be granted or conveyed, to the Association, a perpetual easement and right-of-way across any property owned or controlled by the Member wherever said perpetual easement and right-of-way is necessary for the Association to furnish service to the Member.
- E. The Member shall be responsible for proper protection of the Association's property placed on the Member's premises and shall permit access to it only by authorized representatives of the Association.
- F. In the event that any loss or damage to the property of the Association or any accident or injury to persons or property is caused by or results from the actions of the Member, his agents or employees, the cost of the necessary repairs or replacements shall be paid by the Member to the Association and any liability otherwise resulting shall be assumed by the Member.
- G. The amount of such loss or damage or the cost of repairs shall be added to the Member's bill. If not paid, in accordance with Section X, C. 1. of these Rules and Regulations, service may be discontinued by the Association.
- H. The property owner who signs the Water User's Agreement is responsible for the payment of all water bills.
- I. Should the Member vacate his property permanently for any cause, including sale of property, it will be the responsibility of the Member (property owner) to contact the Association in order to settle any outstanding bills.
- J. Condominium Associations are required to notify the Greater Pine Island Water Association, Inc. of any change in ownership of individual condominium units.
- K. A Member shall not request or cause to be disconnected water service to any unit that has a tenant located therein as a means of eviction of the tenant without a court order. A Member shall not utilize the Association (through request for disconnection of water services) to violate Florida Statutes § 83.51 (5) which obligates a landlord, absent a written agreement with a tenant to the contrary, to make reasonable provisions for, "functioning facilities for

heat during winter, running water, and hot water.” The request by a Member to disconnect water services to a unit that has a tenant located therein shall include a copy of the court order authorizing eviction or termination of water services.

XIII. REQUESTS FOR DISCONNECTION OF WATER SERVICES

- A. Water services may be disconnected at a Member’s request pursuant to compliance with the Association’s Rules and Regulations. The request for disconnection of services shall be made on the Association’s “Disconnection of Water Service” form.
- B. The Member must disclose on the “Disconnection of Water Service” form
 - 1. The reason for the request for disconnection of service
 - 2. Whether any tenants reside within the unit for which disconnection of water service is requested, with inclusion of tenant’s name and contact information
 - 3. The date upon which water service is requested to be disconnected
 - 4. If disconnection of water services is requested due to an emergency, Member shall accurately provide the following:
 - a. The description and nature of the emergency
 - b. The timetable for repair of the emergency including date of completion of repair
 - c. Who will provide the necessary repair
 - d. A copy of the notification to the tenant, if any, that the water service termination request has been made to the Association
- C. Where there are tenants located in the unit(s) and there is a request for disconnection of service, the Member shall accurately complete the “Disconnection of Water Service” form, which shall constitute a sworn affidavit by the Member and be executed in the presence of a Notary. No Member shall cause water services to be disconnected to a unit occupied by a tenant unless (a) Member has obtained a court order authorizing eviction or authorizing termination of water service or (b) it is an emergency leak or repair situation where Member is diligently and timely pursuing repair of the emergency problem.
- D. Where there are no tenants or occupants, Member shall accurately complete the “Disconnection of Water Service” form but is not required to obtain notarization.
- E. Where the Association has knowledge through the “Disconnection of Water Service” form that a tenant is located therein and the request for disconnection does not constitute an emergency, water service shall not be disconnected without a court order (which shall be presented to the Association by the Member) requiring the Association to disconnect the water services or requiring eviction.

- F. If the Association discovers or is informed that a Member has terminated water service to a unit wherein a tenant resides without providing an order of the court authorizing such termination, the Association may, in its discretion, cause such water services to be reconnected with the Member responsible for the reconnection fee. If water service is disconnected due to an emergency situation and there is a tenant located therein, Member shall diligently pursue immediate repair.

XIV. VESTED INTEREST

- A. Once a person becomes a Member of the Greater Pine Island Water Association, Inc., said person will always be a Member in either an active or inactive status. Even though said Member becomes inactive, said Member's vested interest in the net assets of the Association shall still exist. However, from the date that a membership becomes inactive, the Member's equity in the net assets of this Association shall not increase.
- B. Each year the Association may, but shall not be obligated to, issue a STATEMENT OF CAPITAL CREDITS to each active Member. The statement may read as follows: "The amount of capital credit you have earned during the past year (amount due Member in dollars and cents as a positive or negative amount). This is not a cash credit to your account, but is your share of the dividend which you will receive when the Association is financially able to make such a distribution." If such statement is issued by the Association, it may be delivered electronically to the active Members who have an e-mail address on file with the Association.
- C. The Association may, but shall not be obligated to, contact inactive Members on a one-time basis to notify them of their equity in the Association. Since their equity does not increase after becoming inactive, contact would not be necessary until dissolution of the Association. If such notice is provided by the Association, it may be delivered electronically to the inactive Members who have an e-mail address on file with the Association.

XV. OTHER SERVICE CHARGES (as listed on the Current Schedule of Fees & Water Rates)

- A. Turn-On and Turn-Off Charge: Members who are going to be away for a period of time may wish to have the water turned off by the Association during their absence to prevent the use of water by others or a high bill resulting from leaks. The monthly base rate and ready to serve charge is due and payable even though the water has been turned off.
- B. Special Meter Reading: Members frequently think that the meter is not registering properly if the number of gallons used exceeds their expectations. Experience has shown that meters tend to register less water than is used rather than more. The Association will be glad to tell the Member how to check the meter. If the Association is requested by the Member, to re-read the meter, the fee specified in the Current Schedule of Fees and Water Rates shall apply.
- C. Re-Connection Fee: When a meter is locked out at the angle stop for non-payment of a bill as provided in Section X, C, a re-connection fee must be paid. A reconnection fee shall also be required where water services were terminated at the request of the Member where a tenant was located therein and Member failed to obtain a court order and failed to document an emergency situation as determined by the Association in its discretion.

- D. Special Meter Test Fee: Meters will be tested at the request of the Member upon payment to the Association of the fee, however, if the meter is found to over-register beyond three percent of the correct volume, no charge will be made.

XVI. COMPLAINTS - ADJUSTMENTS

- A. If the Member believes his bill to be in error, he shall present his claim in writing at the Association's office before the bill becomes delinquent. Such claim, if made after the bill becomes delinquent, shall not be effective in preventing discontinuance of service, as provided in Section IX, C. The Member may pay such bill under protest and said payment shall not prejudice his claim.
- B. All users alleging high water usage due to "leakage" and requesting relief from payment of the water bill in full must notify the Business Office in writing outlining how usage occurred and what actions have been taken to correct the problem which caused the high usage. Office personnel have the authority to arrange a payment schedule for full payment. At the General Manager's discretion, a one time (per account) cost adjustment may be granted due to hardship, circumstances beyond the control of the user, or for humanitarian reasons. The following criteria will be used in adjusting bills:

No adjustments will be considered on bills less than 75,000 gallons over their average usage. Each monthly billing period will be considered separately. If the high usage occurs over several monthly billing periods, the cost adjustment will be applied to the highest use month.

"Leak Relief" formula:

1. The base bill will be an average of the Member's bills over the preceding twelve months or for the period of time a Member has belonged to the Association if less than twelve months.
2. Water used in excess of the base bill will be charged at the current cost of production and added to the base bill.
3. An administration fee of \$25.00 will also be added to the base bill.

XVII. ABRIDGEMENT OR MODIFICATION OF RULES

- A. No promise, agreement or representation of any employee or agent of the Association shall be binding upon the Association except when it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Association.
- B. No modification of rates or any of the Rules and Regulations shall be made by any employee or agent of the Association.
- C. Units in existence and stipulated on the Water User's Agreement prior to the effective date of these Rules and Regulations are "grandfathered in", however, upon sale of property, or any other change in membership, the new owner must comply with these Rules and Regulations and pay any capital charges and other fees, if any, due under these Rules and Regulations.

Further, any unit whose value is comprised of more than one segment such as machines, rooms, spaces etc. may be subsequently modified, if deemed appropriate, to establish an equitable basis for charges and fees without regard to any expressed or implied limitation or restriction contained in this paragraph.

XVIII. ADOPTION OF RULES

All Rules and Regulations set forth herein were adopted and approved by the Board of Directors of the Greater Pine Island Water Association, Inc. on December 16, 2008 ** and are effective with the date of such approval. These Rules and Regulations will remain in full force and effect until otherwise changed or modified by the Board in accordance with its authority under Article IX, Section 1, Paragraph D of the By-Laws of the Association.

John Cammick, President

Ross Halbleib, Vice President

Tim Saulsbery, Secretary

****Approved by Lee County Board of County Commissioners on January 27, 2009**