

GENERAL CONDITIONS

EXTENSIONS TO DISTRIBUTION/COLLECTION SYSTEMS

General

LCU shall have the right to refuse to extend service if the use is deemed detrimental to its system operation or resource availability.

Oversizing or Extension For Regional Benefit

- LCU reserves the right to oversize any extension, or extend any facility which may provide a regional benefit, and will pay for such oversizing, or extension, on the basis of additional cost beyond that necessary to serve only the subject development. LCU will pay an established unit amount based upon the pipe size of a facility multiplied by the length of that facility. The established unit amount shall be determined by LCU based on the difference in cost between that line size required by the development (minimum of eight (8) inch for potable water and four (4) inch for sanitary sewer force main) and that required by LCU and the County's study of current construction costs. LCU will pay the Developer for the cost of the County's share of oversized mains and this payment will be in the form of a cash payment. LCU also reserves the right to limit the amount of its participation in the cost of oversizing, depending on current economic conditions.

Main Extensions

- Potable water main and sanitary sewer force main extensions shall be required across the entire frontage of the property; for corner parcels, main extensions shall be required across the entire frontage on both sides of the parcel. Main extensions shall be at the Owner's or Developer's expense. The minimum diameter for potable water main extensions shall be based upon the criteria set forth by the Lee County Land Development Code or equal to existing mains, whichever is greater. The minimum diameter for sanitary sewer force main extensions shall be based upon hydraulic calculations submitted by the Engineer of Record and approved by LCU.

Rebateable Agreements

- Rebateable Agreements will be based only on the front-footage of the extension. All Rebateable Agreements are subject to approval by LCU, the County Attorney, and the BoCCs.
- All Rebateable Agreements must be requested by the developer/owner and approved by the County during the permission to construct process.
- LCU will make a rebate to the Developer in the amount collected for each new connection made directly to the system extension, less a fee in the amount of 5% of said rebate with a minimum of thirty dollars (\$30.00) per transaction.
- LCU will make every practicable effort to collect rebateable fees but shall only be liable for monies collected. Such repayments shall only be made during the period in which the Rebateable Agreement is active, but shall not exceed five (5) years.
- The developer shall not be repaid in sums in excess of his original investment, less his pro rata use, on said main extension.

Unauthorized Work on Water or Sanitary Sewer System

- No person shall tamper with, work on, uncover, make connection to, or in any way alter or damage any LCU potable water, sanitary sewer and/or reclaimed water main or appurtenance without written permission from LCU. The offending person shall pay the total cost of all charges attributable to such tampering and be subject to all penalties as may be provided by law. LCU may discontinue service to the customer for any infraction of this regulation as detailed in Florida Statutes Chapter 812.14.

Color Identification of Systems

- All above-ground pipe and fittings, Polyvinyl Chloride (PVC) pipe and fittings, metallic and non-metallic marking tapes, and any other marking device, shall be color coded in accordance with the APWA Uniform Color Guide, which is as follows:

