

to provide an adequate cleanout plug for the purpose of cleaning out the line, at the owner's property line, or as close thereto as may be reasonably appropriate. The city's responsibility for maintaining and keeping the sewer line clean shall cease at the owner's property line.
(Code 1988, § 22-30)

Sec. 78-41. Pretreatment requirement for extreme waste.

The city shall have the right to require any producer of extreme waste to install necessary pretreatment requirements at the producer's own expense, prior to connecting to the city sewer facilities. No substance will be discharged into the sanitary sewers which could be injurious thereto or potentially dangerous to the public and the treatment facility process.
(Code 1988, § 22-31)

Sec. 78-42. Connection for any nonsanitary waste.

(a) There will be no connections for surface drainage, stormwater or any nonsanitary waste to the sanitary sewer line facilities within or without the city limits.

(b) There shall be no discharge of sanitary wastes into the city's sanitary sewer collection system from chemical toilets, chemical holding tanks, or septic tanks (excluding travel trailers) without prior approval of the city and at locations designated by the city.
(Code 1988, § 22-32)

Sec. 78-43. Disposal of waste petroleum products.

(a) Any person disposing of waste petroleum products through the city sewer lines shall:

- (1) Provide for a grease trap through which the waste petroleum products shall pass before entering into the city sewer lines.
- (2) Obtain approval of such grease trap by the public services department.
- (3) Provide for connection of such grease trap with the city sewer line.

(4) Maintain such grease trap in a clean manner and in effective operation at all times.

(5) Provide at the request of the public services department proof in the form of invoices or copies of invoices that have been paid for regular maintenance performed on their grease traps. The grease traps shall be maintained in effective operation at all times.

(b) It shall be unlawful for any person to dispose of waste petroleum products in the city by disposing of such in the city storm sewers or in any other manner in the city except as provided in subsection (a) of this section.
(Code 1988, § 22-33; Ord. No. 11-02, § VI, 1-13-11)

Sec. 78-44. Penalty for violation of article; right to discontinue service.

(a) Any person violating any of the terms or sections of this article shall, upon conviction, be punished as provided in section 1-15.

(b) In addition to subsection (a) of this section, the city shall have the right to discontinue services when an illegal water or sanitary sewer connection is found and shall assess an average bill back for a period of 12 months when it has been established that the consumer has been receiving services for such period of time without payment for such.
(Code 1988, § 22-34)

Sec. 78-45. Agreements in violation of article.

No officer or employee of the water or wastewater department shall have the right to bind the department by any promise or agreement in violation of this article.
(Code 1988, § 22-35)

Sec. 78-46. One service to each premises; application; contractual relation.

(a) There shall be one water service to a premises, and each premises must have a separate service, but there may be one sewer service to a

premises or separate habitation, except those exempted in this section and which existed prior to the effective date of the ordinance from which this article derives.

(b) All applications for water connections and sewer service to any premises shall be made to the city in writing on forms provided for that purpose and shall state fully all the purposes for which such water connection or sewer service is required and the location of the premises to be supplied and shall be signed by the owner, tenant, or his agent. Such application when accepted by

the city or upon its performance of the service applied for shall constitute a contract between the applicant and the city, which shall bind such applicant to pay to the city for the services rendered its prescribed rates therefor and to comply with all rules and regulations as prescribed and fixed by this article or as adopted and this article.

(c) Any agent, trustee, receiver, administrator, executor or anyone handling properties for an owner or a tenant signing an application for service on behalf of the principal will be held jointly and severally liable with his principal under the terms of the contract of application, which contract will remain in effect until written notice has been received by the public services department for discontinuance of service.

(d) Anyone signing an application for water or sewer service and requesting the bill to be sent to a different address for payment by another party does so at his own risk, as the public services department does not act as a collection agency for the owner or agent and takes no responsibility for the collection of the account. If the account becomes delinquent, it will be charged to the contracting party and handled as any ordinary account.

(Code 1988, § 22-36; Ord. No. 11-02, § VI, 1-13-11)

Sec. 78-47. Contracts and release, waiver of liability and indemnification.

The contract for the water and sewer service and release, waiver of liability and indemnification shall be substantially in the following form:

Account Number _____

**CITY OF WINTER GARDEN
UTILITY AND SOLID WASTE/RECYCLING
SERVICE CONTRACT**

Subscriber _____ Phone No. _____

Service Address (Premises) _____

Mailing Address _____

Type of Service: Commercial _____

Residential _____ Other (specify) _____

Inside _____ Outside _____

City _____

Owner _____

Owner Address _____

TERMS

It is hereby agreed by and between the City of Winter Garden, hereinafter referred to as the "City," and the party or the residence or business described above, hereinafter referred to as "Owner/Subscriber," that:

- (1) The City agrees to provide utilities and solid waste/recycling service to Owner/Subscriber on the basis of this contract, which includes the following terms:
 - a. All terms and conditions of the Winter Garden Manual of Cross-connection Control dated August 18, 1993, are hereby adopted as terms and conditions of this contract and incorporated herein. A copy of the manual may be obtained at the Public Services Department Office.
 - b. Employees of the Utilities and Engineering Departments of the City of Winter Garden and their agents bearing proper credentials of identification shall be permitted to enter any building, structure or property served by a connection to the Public Water and/or Sewer system for the purpose of inspecting the connection, backflow protection devices and all portions of the piping and related systems of such property. The term "emergency" shall mean, when used in connection with this contract, any sudden, unexpected or unforeseen event which, in the opinion of the above Departments, may present an imminent and substantial danger to the health, safety and welfare of the citizens of Winter Garden or others if not acted upon immediately.
 - c. The Owner/Subscriber agrees to obtain and install a backflow protection device prior to the date that utilities service from the City is to commence. The Owner/Subscriber hereby agrees to maintain the

backflow prevention device and test the same every twelve (12) months. If a backflow prevention device is not installed prior to service, or if installed, is not tested every twelve months and maintained continuously, or if an unprotected cross-connection exists on the premises, then service may be discontinued. The Owner/Subscriber shall bear all expenses of installing, testing and maintaining the backflow protection devices required by the cross-connection control manual and this contract to ensure proper operation on a continuing basis. Installation, testing and maintenance of protective devices, including the backflow protection device, shall be conducted by certified personnel approved by the Public Services Department. The Owner/Subscriber shall notify the Public Services Department in writing at least 48 hours prior to the testing of protection devices in order that the City may have a representative witness the test. The Owner/Subscriber shall keep for two years after each testing, maintenance and repair event, all records of testing, maintenance, and repair activities related to cross-connection control and shall make these records available to the City upon request. Each Owner/Subscriber shall provide to the Public Services Department copies of all testing, maintenance, and repair records immediately after the work is performed.

- (2) Owner/Subscriber agrees to pay at the scheduled rates, which may be adjusted by the City from time to time, for said utilities and solid waste/recycling service.
- (3) Owner/Subscriber agrees to claim no damage on the account of stoppage of the flow of any Public Services Department services if caused by accident or if necessary to make alterations, repairs or improvements, or for any other reason and agrees

to keep all plumbing and fixtures on the premises in repair and to promptly stop leaks. Owner/Subscriber agrees to claim no damage on the account of items left curbside which are deemed to be refuse by collection personnel.

- (4) Owner/Subscriber agrees to pay the utilities and solid waste/recycling rates for the premises subscribed for. Failure to comply with this agreement or any part thereof or in the event of an emergency, the City may cut off the utility and solid waste/recycling service to and from the premises without notice to the Owner/Subscriber.
- (5) Owner/Subscriber agrees to pay the utilities and solid waste/recycling rates for the premises subscribed for. Failure to comply with this agreement or any part thereof or in the event of an emergency, the City may cut off the utility and solid waste/recycling service to and from the premises without notice to the Owner/Subscriber.
- (6) Owner/Subscriber agrees to conform to all rates, rules and regulations of the City of Winter Garden for utilities and solid waste/recycling service as are now or hereafter in force, and which are made a part of this contract as though specifically set forth herein, including the agreement to pay the prescribed charge for any restoration of service.
- (7) Owner/Subscriber agrees to pay all applicable fees and costs and further agrees that all charges for utility and solid waste/recycling services, as they may become due from time to time, shall be and are hereby made a lien upon the above property so long as said charges remain unpaid. In addition, the payment for charges for utility and solid waste/recycling service shall be secured by a service deposit as may be required from time to time.
- (8) In the event it becomes necessary for the City to bring suit to collect utility and solid waste/recycling fees owed pursuant to this agreement or to enforce its rules

and regulations, Owner/Subscriber agrees to pay the City a reasonable attorney's fee and the court costs for said action.

- (9) This contract and service deposit may not be assigned or transferred to another person other than a spouse residing at the subscriber's address.

ACKNOWLEDGED AND ACCEPTED ON _____ DATE

BY _____
City of Winter Garden

X _____
Subscriber Signature

Print Subscriber Name

Service Deposit

RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION

This agreement executed on the _____ day of _____, A.D. ____, by _____ (hereinafter referred to as "Releasor") for the benefit of the City of Winter Garden, Florida (hereinafter referred to as "City").

Whereas, the Releasor is the lawful owner/occupant of the dwelling or building (hereinafter referred to as "Property") located at: _____, Florida; and

Whereas, the Releasor has requested the City to provide and turn on utilities and/or solid waste/recycling service to the property; and

Whereas, the Releasor is willing to release, hold harmless, and indemnify the City from any liability resulting from the act of the City providing and turning on utilities and/or solid waste/recycling service to the Property, freely and voluntarily executes this Release and Waiver of Liability and Indemnification.

Now, therefore, Releasor does hereby agree as follows:

- (1) In consideration of the City providing and turning on utilities and/or solid waste/recycling service to the Property, and other valuable consideration, receipt of which is acknowledged by Releasor, the Releasor does hereby freely and

voluntarily and knowingly execute this Release and Waiver of Liability and Indemnification with the express intention of releasing the City, its commissioners, agents, servants and employees, from all liability on any claim arising out of or in any way connected to the action of the City providing and turning on/off utilities and/or solid waste/recycling service to the Property as requested by Releasor.

- (2) Releasor does hereby agree to indemnify and hold the City, its commissioners, agents, servants, and employees, harmless from any and all liability, loss or damage any aforesaid may suffer as a result of claims, demands, costs or judgments against them arising out of the providing and turning on of utilities and/or solid waste/recycling service to the Property, whether the liability, loss or damage is caused by or arising out of the negligence of the City, its officers, agents, servants, or employees, or otherwise.

Dated this _____ day of _____, A.D. 19____.

Releasor
Signed in
the pres-
ence of:

Witness

(Code 1988, § 22-37; Ord. No. 00-21, § 1, 4-13-00; Ord. No. 11-02, § VI, 1-13-11)

Sec. 78-48. Termination of contract.

An applicant for water service or sewer service may terminate the contract for such service at any time by giving notice in writing to the public services department and by paying all amounts due for services up to the date of receipt of such notice by the city. If notice is not given and the bills due for service are not paid, he shall continue to be liable for water consumed and sewer service rendered thereafter for the minimum monthly rate or charge, if no water is consumed or sewer service rendered, even though he may vacate the premises or the premises may be occupied by other parties who fail to make application for service and sign a contract. The public services department will not accept any notice as binding unless it is in writing. Persons giving notice verbally either in person or by telephone do so at their own risk.

(Code 1988, § 22-38; Ord. No. 11-02, § VI, 1-13-11)

Sec. 78-49. Water pressure not guaranteed; right of city to turn off water; fee for restoration of water; authority to disconnect; city's liability for loss of water.

(a) The public services department neither guarantees an uninterrupted supply of water nor water at any particular pressure for any purpose, but reserves and shall have the right to shut off the water in its mains at any time for the purpose of making repairs or extensions or for other purpose incidental to a public water supply. The public services department will not be responsible for any damage resulting from a consumer leaving a faucet open or otherwise caused by low pressure.

(b) The public services department shall have the right to turn off water service at the main for the protection of the city or the consumer when a building has been burned or torn down or when

the consumer has been found to be using water illegally and to assess the regular schedule of fees for restoration of service.

(c) The public services department is authorized to disconnect water service from any premises where, because of defective plumbing or the like, it shall be deemed in the best interest of the city to do so.

(d) The city shall not be responsible for any loss of water from leaks or otherwise on the private property of a consumer and shall be under no obligation to make any adjustment for such leaks.

(Code 1988, § 22-39; Ord. No. 11-02, § VI, 1-13-11)

Sec. 78-50. Schedule of deposits; refund.

(a) The following schedule of deposits for water, sewer, stormwater and solid waste collection shall be known as utility deposits and shall be required prior to service connection on all buildings used for residential, commercial or industrial purposes:

- (1) For each habitation (single-family residence) the utility deposit shall be \$190.00. If the prospective user can demonstrate good credit, the deposit may be waived. In order to qualify for the waiver, the prospective user's credit score, as established by a nationally recognized reporting agency, must equal or exceed the benchmark score established by the finance department. The benchmark score will be reviewed by the finance department on a yearly basis to ensure that the established score represents a good credit risk.
- (2) Commercial establishments, including multiple habitations under a master meter, service stations, drugstores, cafeterias and restaurants, industrial users and any commercial users shall pay a deposit which will be estimated as the equivalent of three month's water, sewage, solid waste collection and stormwater charge, with a minimum deposit of

\$190.00, such estimate to be determined by the utilities and public works departments.

(b) Residential deposits shall be returned to the user, if the user has a good payment history with no late payments or cutoffs for 12 continuous months.

(c) The user is not entitled to interest on a deposit. Deposits will be held in a non-interest bearing account.

(Code 1988, § 22-40; Ord. No. 99-64, § 1, 1-13-00; Ord. No. 03-11, § 1, 5-22-03; Ord. No. 05-13, § 1, 2-12-05; Ord. No. 25-14, § II, 5-8-25)

Sec. 78-51. Water and sewer connection charges and other utility charges.

(a) *Water connection fee and water service charge.* The water connection fee and water service charges shall be as follows:

- (1) *Connection fee.* Charges for tapping water mains for each tap shall be as follows:

<i>Meter Size</i>	<i>Meter Installation Tap-In Charge(1)</i>	<i>Meter Installation Charge</i>
5/8"	\$470.00	\$230.00
3/4"	490.00	250.00
1"	640.00	320.00
1 1/2"	1,160.00	690.00
2"	1,230.00	710.00
Above 2"	Actual cost	Actual cost

(1) Includes both meter installation and tap-in charge.

Above two inches, the actual cost shall be the costs of labor and materials, including, but not limited to, the costs of the meters, meter boxes, corporation stops, valves, street crossings and appurtenances thereof, plus a surcharge of 20 percent to cover engineering and administration costs as determined by the city. But in no event shall that fee be less than the fees charged for a two-inch service. All meters and appurtenances thereto shall be and remain the property of the city, except as otherwise specified in this article.

To the extent that the cost of performing installation services is extraordinary and

not typical relative to the fees being charged for such service as contained in this section, or if the service line is modified from its original purpose to meet the applicant's requirements, all as determined by the city, the city shall charge the applicant requesting service the actual cost of such services and/or modifications in accordance with the application provisions of subsection above.

- (2) *Turn-on charges.* There will be a charge of \$15.00 to turn on the water supply of any user during normal working hours when service has been cut off or discontinued from the applicant's premises for nonpayment of current bills, or the return of a check because of insufficient funds, or when commencing new service, and after normal hours there will be a charge of \$30.00.
- (3) *Late fee.* A service charge of \$5.00 will be added to the account of each user whose bill is not paid by the due date.
- (4) *Initiation of service request.* There will be a charge of \$10.00 to process a request to initiate service only. This does not include the fee associated with the physical turn-on of utility service.
- (5) *Meter re-read or special read.* There shall be a charge for meter re-read if the meter is requested to be a re-read or a special read is requested more than once in a 12-month period, or, if there was no error in the initial meter reading. For requests after the one time allowance, a fee of \$20.00 shall be charged on the next month's bill, provided no error was detected. Additionally, this fee shall be added to the meter test fee if a test has been requested.
- (6) *Meter testing.* The public services department shall have the right to test meters to determine their accuracy whenever it sees fit, but if a user demands a test when, in the judgment of the public services department, the meter is operat-

ing correctly, the user shall pay a fee of \$50.00 for each test performed by the public services department.

- (7) *Return check fee.* A return-check fee of \$25.00 shall be charged to the user in the event a check for payment on the user's account is returned for insufficient funds, stopped payment or closed account.
- (8) *Search fee.* The city shall have the right to charge a search fee to conduct research on fees due to the city for a specific parcel serviced by the water and/or waste water system when such information is requested by third parties, including, but not limited to, requests for such information by a title company, closing agent, mortgagee, broker, or potential buyer. The amount of any such fee or charge may be established and modified by resolution or ordinance of the city commission.

(b) *Sewer connection fee.* There shall be a charge for tapping sewer mains, which shall be the cost of labor, materials and equipment, together with a surcharge of an additional 20 percent of the costs to cover engineering and administrative costs as determined by the city, but in no event shall the cost be less than \$910.00.

No sewer service shall be connected until the plumbing and connections incident thereto shall have been inspected and approved by the city plumbing inspector.

(c) *Irrigation only meter connection fee.* There shall be a charge for tapping water mains for irrigation for each tap and water connection equal to the cost, as determined by the city, of labor, materials and equipment, together with a surcharge of an additional 20 percent of such costs to cover engineering and administrative costs, but in no event shall the amount charged be less than the amount charged for the $\frac{3}{4}$ inch size meter.

(Code 1988, § 22-41; Ord. No. 98-88, § 1, 12-10-98; Ord. No. 99-64, § 1, 1-13-00; Ord. No. 00-21, § 1, 4-13-00; Ord. No. 01-23, § 1, 5-10-01; Ord. No. 09-66, § 2, 11-10-09; Ord. No. 11-02, § 1, 1-13-11)

Sec. 78-52. Water meters; stopcock and waste cock or cutoff valve required; exemption; right of access.

(a) All occupied premises within the city and within 200 feet of a city water line must be connected to city water and shall have a separate meter which shall only meter water servicing such premises.

(b) Any new buildings erected and used for residential, commercial or industrial uses must have a shutoff or cutoff valve placed at the property line or at some convenient point on the premises. Such shutoff valve shall be under the control of the tenant or owner and shall be used if a break in the pipes occurs in the building or structure or for other necessity, so that the pipes to be repaired can be shut off without the necessity of using the water shutoff maintained and installed by the city.

(c) All necessary meters will be furnished by the city and shall remain the property of the city. A consumer desiring a meter larger than the size of the meter then in service will be required to pay the difference between the price of the meter then in service and the price of the larger meter and all other fees required for the upsizing. The city shall approve the requested upsizing.

(d) The public services department is to maintain the proper operation of all meters and has the right to, whenever such meter wears out or becomes incapacitated, install a new meter. No repair or replacement of meters shall be made other than by the public services department.

(e) The public services department shall have the right to test meters to determine their accuracy whenever it sees fit, but if a consumer demands a test when, in the judgment of the public services department, the meter is operating correctly, the consumer shall pay a fee of \$45.00 for each test performed by the public services department.

(f) The officers and employees of the public services department shall have the right of access to the premises of a consumer at any