



City of Minneola, Florida Public Works Department

Rules & Regulations

In consideration of payment by the Customer of certain fees detailed in the SCHEDULE OF RATES AND CHARGES, the City agrees to furnish service to the service address listed herein, and the Customer agrees to purchase services from the City, subject to the terms and conditions herein set forth.

1. Whenever an application is made for service and the City has knowledge of a dispute as to the ownership of the right of occupancy at the service address, and one or more of the claimants attempts to prevent such service being furnished, the City reserves the right to adopt either one of the following two courses:
 - A. Treat the applicant in actual possession of the premises at the service address as being entitled to such service, notwithstanding the rights of claims of other persons; or,
 - B. Withhold service pending a judicial settlement of the rights of various claimants.
2. It is agreed that if the Customer sells, subdivides, or leases the property herein described, the Customer will notify the City in order that it may execute a new contract with the successor Customer. In the event the property is leased, the rental license fee must be paid prior to the utilities being turned on.
3. It is understood and agreed that every condition of this contract is of the essence of the contract, and if breached, the City may cut off one or all of its services to the service address and may not be reconnected except by the order of the City, after the payment of all rates and charges have been made by the Customer.
4. Services provided by the City shall be supplied only to the applicant at the address named in this contract. The Customer shall not connect any other dwelling or property to his service.
5. The meter and related appurtenances serving the Customer's service address shall remain the property of the City.
6. The City or its agents reserve the right to make inspections of the service installation within the Customer's premises upon reasonable notice and at reasonable times. The City assumes no liability for the operation or maintenance of the Customer's plumbing.
7. The Customer agrees to keep the property at the service address accessible and free from impediments to City access, maintenance, and meter reading. Upon notification from the City, the Customer agrees to remove any impediments to City access. If such impediments are not removed within such reasonable time as requested by the City, service will be disconnected. Service shall be reinstated after any impediments are removed and all bills, reconnection fees, and other such fees are paid by the Customer.
8. The City shall have the right to restrict, control, or discontinue service at any time during emergencies or repairs. The City shall not be liable for failure to furnish service for any reason beyond its control or for any loss, injury, or damage to person, plumbing, or property resulting from such service curtailment or discontinuance.
9. The City makes no guarantees, expressed or implied, as to serve quality, quantity, consistency, or continuity.
10. The City shall, at its discretion, specify how and what uses may be made of service provided to Customer. If the Customer fails to comply with the uses so specified, service shall be disconnected.
11. All requests for disconnection of service should be made either in writing or in person if possible. The utility will accept email or facsimile requests for discontinuance if Customer can give adequate identification. The City will make every effort to respond within reasonable time.
12. The Customer agrees to begin using utilities immediately after the service line is installed or pay the usual minimum monthly charge once connection is made.
13. If the City discontinues service for non-payment or any other reason and the service is turned on without authority of the City, the City shall charge a reconnection fee and penalty charge according to its prevailing Rates and Fee Schedule.
14. The Customer agrees that in the event any City property is damaged, destroyed, or tampered with, it shall be repaired or replaced at the Customer's expense.
15. The City shall have the right to estimate or prorate should any conditions beyond the control of the City prevent the normal billing procedure.
16. If the Customer, after signing this contract, does not take the service for any reason, the Customer shall reimburse the City for any expenses incurred.
17. The receipt by the City of the application for service of the prospective Customer shall not obligate the City to render such service. If the service cannot be supplied in accordance with City's policies, rules, regulations, and general practice or those of any state or federal agency with oversight regarding service, the liability of the City to the applicant for such service shall be limited to the return of any fees paid to the City by such application.
18. Customer agrees that this document is only an application for service and shall not be effective as a contract until approved by an official of the City. If the service in the opinion of the City cannot be supplied, the liability of the City to the Customer shall be limited to the return of any fees, less any project development costs as incurred by the City.
19. As a condition of service, the property owner shall provide, at no cost, a suitable place for the installation of the meter and related equipment and give an easement to the City for the said location.
20. If the City damages any underground facilities the Customer cannot locate, the Customer will be responsible for all repairs.
21. The Customer agrees to abide by the City's rules and regulations governing the provision of utility services to its Customers. The Customer understands that the City has a right to amend its rules and regulations at any time.
22. The Customer agrees to pay the City for service at the rates set forth in the City's prevailing schedule of rates and charges.
23. The Customer understands and agrees that the City shall not be liable for any water leaks that occur from the meter to the point of use. The Customer is responsible for any loss, cost, damage, or expenses to any parties resulting from the use, presence, or leaks of water or wastewater upon the Customer's premises. The City is prohibited from giving away treated water free of charge.
24. After the termination of service, the Customer agrees to pay all outstanding charges and costs under the City's rules and regulations including invoices, costs of repair of the City's meter or other property, invoices for statements and late penalties, unpaid fees and charges, interests on all such obligations at the maximum legal rate, and court costs and reasonable attorney fees in the event the City shall employ the services of an attorney to collect such outstanding amount.
25. In case of marriage or divorce, the Customer must request a name change in person after satisfactory proof of the change has been provided to the City.
26. Bills are normally mailed a minimum of ten days before the due date. Cycle one bills are due by the tenth (10th) of the month without penalty. Cycle two bills are due by the twenty-fourth (24th) of the month without penalty. A penalty is added after the due date. Cutoff for non-payment will begin once the bills are past due by twenty (20) days. After City personnel makes a trip to collect or turn off meter for non-payment an additional Fee will be applied. Regular Office hours are 7:30 am to 6:00 pm, Monday - Thursday.
27. In case of Water service, the Customer agrees to abide by the Florida Department of Environment and Conservation and the St. John's Water Management District's rules on cross-connections. The City's service line will in no way be connected to any other water service (well, etc). If a Customer is presently using well water, Customer agrees to notify the City within twenty-four (24) hours after service is connected and leave the hole open for inspection by the City.
28. Customers who are connected to the City Sewer System agree to pay sewer use fees according to the prevailing Rate and Fee Schedule as determined by the amount of water.

Customer Signature

Date