

**SEACOAST UTILITY AUTHORITY**

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PALM BEACH GARDENS, FL 33410-1810**

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**WATER SERVICE POLICY**

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## **TABLE OF CONTENTS**

LEGAL DESCRIPTION OF TERRITORY SERVED

TECHNICAL TERMS AND ABBREVIATIONS, RULES, AND REGULATIONS

CROSS-CONNECTION CONTROL PLAN

RATE SCHEDULES

MISCELLANEOUS FEE SCHEDULE

## **LEGAL DESCRIPTION OF TERRITORY SERVED**

Sections 19, 20, 21, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Township 41 South, Range 42 East, Palm Beach County, Florida.

Together with Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 24, and all that portion of Sections 22, 23 and 26 lying Northeasterly of State Road 710 (also known as Beeline Highway), as now laid out and in use, all lying in Township 42 South, Range 42 East, Palm Beach County, Florida.

Together with Sections 30, 31, 32, and that portion of Section 34 lying west of the waters of the Atlantic Ocean, and that portion of Section 29 lying west of the Westerly Right-of-Way of the Intracoastal Waterway, and all of Section 33, less and except those lands lying between the East Right-of-Way of S.R. 5 (U. S. Highway One) and the West Right-of-Way of S.R. A-1-A, all lying in Township 41 South, Range 43 East, Palm Beach County, Florida.

Together with that portion of Section 20, Township 41 South, Range 43 East, Palm Beach County Florida lying west of the West Right-of-Way of the Atlantic Intracoastal Waterway, less and except those lands described in Plat Book 86, Page 122, public records of Palm Beach County, Florida.

Together with Sections 4, 5, 6, 7, 8, 9, 17, 18, 20, and that portion of Sections 3 and 10 lying west of the waters of the Atlantic Ocean, and that portion of Section 15 lying within the limits of the Village of North Palm Beach, and that portion of Sections 16 and 21 lying west of the waters of Lake Worth, all lying in Township 42 South, Range 43 East, Palm Beach County, Florida.

Together with Section 19, Township 42 South, Range 43 East, Palm Beach County, Florida less and except those lands described in Plat Book 38, Page 81, public records of Palm Beach County, Florida.

Together with Sections 23, 24, 25, 26, 33, 35, and 36, and the East 1/2 of Sections 29, 32, and 34, and all that portion of Section 28 and the West 1/2 of Section 34 lying southwesterly of the Seaboard Airline Railroad Right-of-Way, all lying in Township 41 South, Range 41 East, Palm Beach County, Florida.

Together with Sections 1, 2, 3, 4, 9, 10, 11, and 12 and the East 1/2 of Sections 5 and 8, and all that portion of Sections 13, 14, 15, 16, and the East 1/2 of Section 17 lying north of West Lake Park Road, all lying in Township 42 South, Range 41 East, Palm Beach County, Florida.

Containing approximately 77.97 square miles.

## **TECHNICAL TERMS AND ABBREVIATIONS**

**AUTHORITY** - Seacoast Utility Authority (SUA) - Created according to Chapter 163, Florida Statutes, to provide water and sewer service within five (5) participating political entities: Palm Beach Gardens, North Palm Beach, Lake Park, Juno Beach, and unincorporated Palm Beach County. It is a legal entity governed by a Governing Board appointed by the participating political entities

**BACKFLOW PREVENTER** - A device installed to prevent various contaminants from entering the potable water supply system.

**BASE FACILITY CHARGE (BFC)** - A fixed monthly charge incurred for service availability based on the prevailing rate schedule, which is charged monthly to Customers and does not include usage of any amount of water. The charge helps defray the fixed costs of the operation and maintenance of the Authority's system.

**COMMODITY (GALLONAGE) CHARGE** - The charge incurred for each metered 1000 gallons of water delivered to the Customer. This charge helps defray the variable costs of operation and maintenance of the Authority's water system.

**CONSUMER** - Any person, firm, association, corporation, governmental agency, or similar organization supplied with water service by the Authority.

**CUSTOMER** - The person, firm, association, corporation, limited liability company or other entity (including its designated agent), governmental agency, or similar organization who has entered into an agreement to receive water service from the Authority and who is liable for the payment of that water service and shall abide by all the Authority's Rules and Regulations.

**CUSTOMER'S INSTALLATION** - All pipes, fittings, valves, fixtures, and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing water for any purpose ordinarily located on the Customer's side of "Point of Delivery," whether such installation is owned by Customer or used by the consumer under lease or otherwise.

**EQUIVALENT RESIDENTIAL CONNECTION (ERC)** - An expression used to relate a given or theoretical average sewage flow to the average theoretical sewage flow of one typical single-family residential connection, which is 275 gallons per day or calculated as otherwise described herein.

**GOVERNING BOARD** - The governing body of SUA, acting for and on behalf of the Authority as a separate legal entity.

**MAIN** - A pipe, conduit, or other facility installed to convey water service to individual service lines or other mains.

**METER** - Device used to measure water delivered to a Customer by the Authority.

**MULTI-FAMILY SERVICE** - All non-single-family residential dwellings located in buildings of greater than one floor, each floor containing one or more separate dwelling units or mobile home units.

**NON-RESIDENTIAL SERVICE** - Services not otherwise specifically defined as single-family or multi-family, excluding single and multi-family irrigation. Such service includes but is not limited to, separately metered irrigation, commercial, industrial, guardhouse, boat slip, pool, recreation center, utility rooms, and water-cooled air conditioning.

**POINT OF DELIVERY** - The point where the Authority's pipes (mains) or meters are connected to pipes of the Customer or Customer's property line if designated by the Authority. The Point of Delivery shall, unless otherwise designated by the Authority, be (1) the downstream end of the downstream water meter coupling or flange or (2) the downstream end of any Authority-owned check valve coupled directly to the water meter.

**POINT OF SERVICE CHARGE** - The charge associated with each meter connection. This charge helps defray the cost of Customer billing.

**POTABLE WATER** - Water that is considered satisfactory for domestic use.

**PRIVATE FIRE SERVICE** - Provided by the Authority to those Customers required to own fire lines used to deliver water for the purpose of fire protection. The responsibility for ownership, operation, and maintenance of private fire lines is that of the Customer. The point of delivery for a fire line is the aboveground detector check assembly or the valve at the Authority's water main for previous installations where no detector check exists. The Authority shall own the detector check assembly.

**RATE IDENTIFICATION** - Describes the type of service and rate approved for bill calculations. Rate and billing information is available upon request. Types of water service include Single Family, Multi Family, Private Fire Service, and Non-Residential.

**RATE SCHEDULE** - A schedule of rates or charges for the classifications of service used to bill utility Customers.

**SINGLE FAMILY SERVICE** - A residential dwelling of one or more stories, limited to a single-family detached unit, a duplex unit, a triplex unit, a garden apartment unit, and a townhouse unit.

**SERVICE** - Service, as mentioned in this Policy and in agreement with Customers, shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Authority to furnish domestic water service and private fire protection service to the Customer.

**SERVICE LINES** - The service piping is owned and maintained by the Authority and connects to the Authority's main lines to the water meter.

**SERVICE POLICY** - A schedule of the Authority's rules, regulations, and rates approved by the SUA Governing Board.

**TAPPING IN CHARGE** - Amount charged by the Authority for a Customer to physically connect to the Authority's water main.

**WATER USE RESTRICTIONS SURCHARGE** - This additional charge is applied to the monthly Base Facility Charge for water service when the South Florida Water Management District imposes water use restrictions within the Authority's service area.

## RULES AND REGULATIONS

1. POLICY DISPUTE
2. GENERAL INFORMATION
3. SIGNED APPLICATION NECESSARY
4. APPLICATION BY AGENTS
5. WITHHOLDING SERVICE
6. EXTENSIONS OF WATER FACILITIES
7. LIMITATION OF USE
8. CONTINUITY OF SERVICE
9. CUSTOMER'S INSTALLATION
10. CHANGE OF CUSTOMER'S INSTALLATION
11. INSPECTION OF CUSTOMER'S INSTALLATION
12. PROTECTION OF AUTHORITY'S PROPERTY
13. ACCESS TO PREMISES
14. RIGHT-OF-WAY OR EASEMENTS
15. BILLING PERIODS
16. DELINQUENT BILLS
17. PAYMENT OF WATER AND SEWER SERVICE BILLS CONCURRENTLY
18. TEMPORARY DISCONTINUANCE OF SERVICE
19. TAX CLAUSE
20. CHANGE OF OCCUPANCY
21. UNAUTHORIZED CONNECTIONS - WATER
22. METERS
23. ALL WATER THROUGH METER
24. CUSTOMER DEPOSIT
25. REQUEST FOR METER TEST BY CUSTOMER
26. ADJUSTMENT OF BILLS FOR METER ERROR
27. SERVICE LINES
28. FIXED MONTHLY CHARGES
29. SERVICE CHARGES
30. TEMPORARY WATER SERVICE
31. CROSS CONNECTION CONTROL PLAN

1. **POLICY DISPUTE** - Any dispute between the Authority and the customer or prospective Customer regarding the meaning or application of any provision of this Policy shall, upon written request by either party, be resolved by the Seacoast Utility Authority Governing Board unless such responsibility has been specifically otherwise delegated by the Governing Board.
2. **GENERAL INFORMATION** - If the Authority's Policies, rules, and regulations are inconsistent with any Statute, Law, or Court Order, the Statute, Law, or Court Order shall prevail, and the Authority's Rules and Regulations shall be null and void to the extent of any inconsistency. These Rules and Regulations apply to the Authority's rate schedules, applications, and contracts. In the absence of a specific written agreement to the contrary, these regulations apply without modification or change to each Customer to whom the Authority renders water service.

If a portion of these Rules and Regulations is declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct. The Authority shall provide service to all Customers requiring such service within its service area upon such terms as are set forth in this Policy and in the Authority's Service Code.

3. **APPLICATION FOR SERVICE** - As a condition of service, the Customer shall execute an Authority service application or agreement, which shall bind the Customer to all Authority Policies, procedures, rules, regulations, and practices as amended from time to time. A copy of the application or agreement for water service accepted by the Authority will be furnished to the applicant on request. The applicant shall furnish to the Authority the correct name, street address, and/or legal description of the property to which water service is to be rendered. In such instances where the Authority determines that obtaining the Customer's signature will impair the Authority's ability to activate service in a timely manner, the Authority may instead accept the Customer's verbal service request. In such instances, by its consent to activate service, the Customer acknowledges and agrees that service shall be provided in accordance with and subject to all Authority this Water Service Policy and all other Authority Policies, procedures, rules, regulations, and practices as amended from time to time.

The Authority may require proof of identification as it deems necessary. At a minimum, to the extent that the following information exists, the Customer shall be required to provide the Authority his/her name, birth date, email address, driver's license, land, and cellular phone number, and date service is to begin, emergency contact information and mailing address, if different from the service address. The Customer shall pay the prevailing Service Initiation Fee and all other applicable pre-service costs, fees, and charges. No one may establish water/sewer service for another person unless he or she can provide a "Power of Attorney" or a notarized statement from the Customer giving that individual permission to establish service in the Customer's name. The Customer's consent to activate the service shall be the Customer's acknowledgment that he or she is responsible for the billing and that the Authority is not responsible for any damages that may occur because of activating the service.

For all non-residential accounts, evidence of the legal business identity of the Customer must be provided. For sole proprietorships and general partnerships, the name of the proprietor(s) or partners must be listed. These individuals shall be held personally accountable for the payment of all balances. Corporations, limited liability companies, and other entities may be required to submit documentary evidence of their legal status in a form acceptable to the Authority.

4. **APPLICATIONS BY AGENTS** - Applications for water service requested by firms, partnerships, associations, corporations, limited liability companies, or other entities (principals) shall be rendered only by duly authorized parties (agents). When water service is provided under the agreement(s) between the Authority and an agent of the principal, the use of such water service by the principal shall constitute full and complete consent by the principal of the agreement(s) between the agent and the Authority and under which such water service is rendered.
5. **WITHHOLDING SERVICE** - The Authority may withhold or discontinue water service provided to any Customer if all prior indebtedness to the Authority attributable to the subject property or attributable to Customer on other accounts has not been settled in full. Service may also be discontinued for any violation by the Customer of any rule or regulation set forth in this Water Service Policy, the Authority's Sewer Service Policy, or the Authority's Service Code.

6. **EXTENSIONS OF WATER FACILITIES** - Extensions will be made to the Authority's facilities in compliance with the Authority's Service Code and other directives of the Authority's Governing Board.
7. **LIMITATION OF USE** - Water service purchased from the Authority shall be used by the Customer only for the purposes specified in the application or agreement for water service. The Customer shall not resell or otherwise dispose of such water service supplied by the Authority. Water service furnished to the Customer shall be rendered directly to the Customer through the Authority's individual meter. It may not be re-metered by the Customer for the purpose of selling or otherwise disposing of water service for a profit to lessees, tenants, or others, and under no circumstances shall the Customer or Customer's agent, or any other individual, firm, association, limited liability company, corporation or other entity install meters for the purpose of so re-metering said water service for the purpose of making a profit. In no case shall a customer, except with the written consent of the Authority, extend lines across a street, alley, lane, court, property line, avenue, or another way, to furnish water service for the adjacent property through one meter, even though that Customer owns such adjacent property. In case of such unauthorized extension, re-metering, sale, or disposition of service, the Customer's water service is subject to discontinuance until full payment is made of bills for water service, calculated on proper classification and rate schedules and reimbursement in full made to the Authority for all extra expenses incurred for clerical work, testing, and inspections. Under no circumstances shall any source of water other than the Authority's be connected to the Authority's water supply system or any part thereof, be it on private or public property, except with the written consent of the Authority's Governing Board. The Authority shall have the right of inspection at reasonable times during the Customer's installation to verify compliance with the Rules and Regulations.
8. **CONTINUITY OF SERVICE** - The Authority will always use reasonable diligence to provide continuous water service but shall not be liable to the Customer for failure or interruption of continuous water service. In addition, the Authority shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs or adjustments, acts of sabotage, enemies of the United States of America, Wars, Federal, State, Municipal or other governmental interference, Acts of God, or other causes beyond its control. If at any time, the Authority plans to interrupt or discontinue its service for any period greater than one hour, except for emergency repairs as indicated above, the Authority will use its best efforts to provide all Customers projected to be affected by said interruption or discontinuance not less than 24 hours advance notice.
9. **CUSTOMER'S INSTALLATION** - The Customer's pipes, apparatus, and equipment shall be selected, installed, used, and maintained in accordance with the Authority's standard specifications and practices, conforming with all rules and regulations of the Authority and subject to full compliance with all laws and governmental regulations applicable to same. The Authority shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device that is not properly constructed, controlled, and protected or which may adversely affect the water service. The Authority reserves the right to discontinue or withhold water service to any such apparatus or device.



10. **CHANGE OF CUSTOMER'S INSTALLATION** - No alterations or increases in Customer's installation, which will materially affect the proper operation of the pipes, mains, or pump stations of the Authority, shall be made without the written consent of the Authority. The Customer will be liable for all damages, costs, additional charges or fees associated with any such alteration or increase.
11. **INSPECTION OF CUSTOMER'S INSTALLATION** - All Customer's water service installations and/or changes shall be inspected during installation and/or changes and upon completion by the Authority and/or competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where local rules or ordinances require municipal or other governmental inspection, the Authority cannot render water service until such inspection has been made and the Authority has received a formal notice of approval from the inspecting authority. The Authority reserves the right to inspect the Customer's installation prior to rendering water service and from time to time thereafter but assumes no responsibility whatsoever for any portion thereof.
12. **PROTECTION OF AUTHORITY'S PROPERTY** - The Customer shall exercise reasonable diligence to protect the Authority's property on the Customer's premises and shall not knowingly permit anyone but the Authority's agents or persons authorized by law to have access to the Authority's meters, pipes, and apparatus. In the event of any loss or damage to property of the Authority caused by or arising out of carelessness, negligence, or misuse by the Customer, the cost of such loss or repairing such damage shall be paid by the Customer. The Authority may discontinue service until all costs are paid in full. The Authority reserves the right to notify law enforcement agencies and/or file charges due to unauthorized connections or tampering with Authority property.
13. **ACCESS TO PREMISES** - The duly authorized agents of the Authority shall have access at all reasonable hours. The Customer hereby grants an easement to the Authority, over and under the premises of the Customer for the purpose of inspection of Customer's installation to verify compliance with the Authority's rules and regulations; to install, maintain, operate, repair, inspect, and remove Authority property; to read meters, obtain water quality samples, inspect Customer's installations; and for other purposes incidental to performance or termination of the Authority's agreement with the Customer. In performing such activities, the Authority shall not be liable for trespass. In case of an emergency, the Authority may access to Customer's property at any hour.
14. **RIGHT-OF-WAY OR EASEMENTS** - The Customer shall grant or cause to be granted to the Authority without cost to the Authority all rights, easements, permits, and privileges that are necessary for the rendering of water service, including water mains, service lines, fire hydrants and other appurtenances associated with providing service to Customer's property.
15. **BILLING PERIODS** - Bills for water service will be rendered monthly. Bills are due when rendered and shall be considered as received by the Customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by Customer shall not release or diminish the obligation of Customer with respect to payment thereof.
16. **DELINQUENT BILLS** - Billings for which the Authority has not received payment in full within twenty (20) calendar days of the bill date are delinquent. The Authority will apply a \$5.00 Final Notice Charge to any account for which payment in full has not been received by the Authority within twenty-five (25) days after the bill date.

Water service may be discontinued to any account for which the Authority has not received payment in full within thirty (30) calendar days after the bill date. The Authority may, but is not obligated to attempt to provide a notice via text and/or automated notification to the customer's telephone number on file at least two days prior to service disconnection. Failure to receive notices, texts, and/or notifications does not relieve the customer of any payment obligation, including assessed collection charges. It is the customer's responsibility to update contact information. Service will be resumed only upon payment of all past-due bills, penalties, damages, and a service charge for service restoration. There shall be no liability of any kind against the Authority by reason of discontinuance of water service to the Customer for any reason, including the Customer's failure to timely pay bills. No partial payment of any bill rendered will be accepted by the Authority, except by agreement with the Authority, or by order or direction of the Seacoast Utility Authority Governing Board.

The Authority may, at its sole discretion, file a lien in the Official Records of Palm Beach County against any property for which payment of the full unpaid amount of the Authority's water, sewer, and/or reclaimed water bill, if said bill exceeds \$300 and is not paid within ninety (90) days from the date of such bill. Such lien shall be a continuing lien which shall secure amounts then owed and amounts coming due in the future. The lien may be satisfied by full payment of all sums due the Authority on the date of satisfaction. In accordance with applicable Florida law, the lien shall accrue interest at the legal rate and shall be paramount and superior to the interest of any owner, lessee, tenant, mortgagee, or other person except the lien of county taxes and shall be on parity with the lien of county taxes. The lien may be foreclosed at the option of the Authority.

17. **PAYMENT OF WATER AND SEWER SERVICE BILLS CONCURRENTLY** - When the Authority provides both water and sewer service, payment of any water service bill rendered shall not be accepted by the Authority without the simultaneous or concurrent payment of any sewer service bill. If the charges for water service are not paid, the Authority may discontinue both water and sewer service to the Customer's premises for nonpayment of the water service charges or, if the charges for sewer service are not paid, the Authority may discontinue both water and sewer service to the Customer's premises for nonpayment of the sewer service charge. The Authority shall not re-establish or reconnect water and sewer service or either of such services until such time all service charges and all other expenses or charges established or provided for by these rules and regulations are paid.
18. **TEMPORARY DISCONTINUANCE OF SERVICE** - When service is to be restored at the same premises to the same Customer (member of household or designated agent), the Customer will pay to the Authority the base facility charge for each billing period during which service was discontinued, plus a service charge for restoration of service. All prior indebtedness must be paid before service will be restored.
19. **TAX CLAUSE** - Rates and/or charges may be increased, or a surcharge added in the amount of the applicable proportionate part of any taxes and assessments imposed by any governmental authority more than those in effect after the approval of this rule which are assessed based on meters, customers, the price of utility services or the revenues derived from water sold, not including income taxes.

20. **CHANGE OF OCCUPANCY** - When change of occupancy takes place at any premises to which the Authority provides water service, WRITTEN NOTICE may be requested and shall be given at the office of the Authority not less than three (3) days prior to the date of change by the outgoing Customer, who will be held responsible for all water service used on such premises until such WRITTEN NOTICE is so received and the Authority has had reasonable time to discontinue water service. However, if such WRITTEN NOTICE has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. Residential Customer deposits may be transferred from one service location to another if both locations are served by the Authority and the Customer has established a satisfactory credit record. The customer's deposit may NOT be transferred from one name to another or between non-residential accounts. A deposit is not negotiable or transferable between individuals, firms, partnerships, associations, limited liability companies, corporations, or other entities. For the convenience of its Customers, the Authority will accept telephone orders to discontinue or transfer water service and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Authority. No Customer shall be permitted to change his or her name on an account to avoid payment of overdue or high bills. Likewise, failure to apply for service and provide proper names and information after a lawful change in occupancy, ownership, or management of any premises to avoid compliance with prevailing Authority standards and policies is prohibited. No less than thirty calendar days after an account held in the name of a tenant or non-owner of a property has been closed, the Authority may, if no successor account has been opened, reopen an account and commence billing an account for the same metered site in the name of the property owner as identified in the Official Records of Palm Beach County, Palm Beach County Property Appraiser records, or such other source as the Authority deems most reliable.
21. **UNAUTHORIZED CONNECTIONS - WATER** - Connections to the Authority's water system for any purpose whatsoever are to be made only by employees of the Authority or under the direct supervision of the Authority's authorized employee. Unauthorized connections or tampering with Authority facilities render the service subject to immediate discontinuance without notice. Water service will not be restored until such unauthorized connections have been removed and unless settlement is made in full or all penalties, damages, and water service estimated by the Authority to have been used by reason of such unauthorized connection. The Authority reserves the right to notify law enforcement agencies and file charges due to unauthorized connections or tampering with Authority property.
22. **METERS** - All water meters shall be furnished by and remain the property of the Authority and shall be accessible by the Authority and subject to its control. The Customer shall provide meter space to the Authority at a suitable and readily accessible location and, when the Authority considers it advisable, within the premises to be served. The Customer shall also provide adequate and proper space for the installation of meter boxes and other similar devices. No meters will be installed by the Authority until full payment has been received for all appropriate fees and any prior debt. This includes, but is not limited to, Connection Fees, Meter Fees, Capacity Reservation Fees, Customer deposit and other applicable costs required by the Authority's written Policies, procedures and specifications.
23. **ALL WATER THROUGH METER** - That portion of the Customer's installation for water service shall be so arranged that all water service shall pass through the meter. No temporary pipes, nipples, or spacers are permitted and under no circumstances are connections allowed which may permit water to bypass the meter or metering equipment.

**24. ADJUSTMENT OF BILLS** – When a Customer has been overcharged or undercharged because of incorrect application of the rate schedules, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the Customer as the case may be.

The Authority shall not back bill a Customer for any period greater than 12 months for any undercharge in billing. Any unpaid balance owed on an inactive account by a Customer shall be transferred to an active account of that same Customer and will then be subject to all rules and regulations regarding timely payment. Refunds/credits for overcharges will include interest at a rate established by the Authority's Finance Department and shall equal the average annual rate earned on the Authority's depository account during the most recently completed fiscal year.

Billing Adjustment for Metering Error - In water meter tests made by the Authority, the accuracy of registration of the meter and its performance in service shall be judged by its average error. The average meter error shall be the average of the errors at the test rate flows.

*Fast Meters* - Whenever a meter tested is found to register more than the tolerance provided in the Meter Accuracy Requirements Provision herein, the Authority shall refund the Customer the amount billed in error for one-half the period since the last test. Said one-half period will not exceed twelve (12) months except that if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to but not beyond such date, based upon available records. The refund shall not include any part of any minimum charge.

*Slow Meters* - The Authority may back bill if a meter is found to be slow, non-registering or partially registering. The Authority may not back bill for any period greater than twelve (12) months from the date it notifies a Customer that the meter is slow, non-registering or partially registering. If it can be ascertained that the meter was slow, non-registering or partially registering for less than twelve (12) months prior to notification, then the Authority may back bill only for the lesser period. In any event, the Customer may extend the payments of the back bill over the same amount of time for which the utility issued the back billing.

*Meter Accuracy Requirements* - All meters used for measuring the quantity of water delivered to a Customer shall be in good mechanical condition and adequate in size and design for the type of service they measure. The standard of accuracy against which meter performance shall be measured is as set forth in Chapter 25-30.262, Florida Administrative Code (FAC), tested at flow rates prescribed in Chapter 25-30.263, FAC.

Billing Adjustment for Other Cause – Where an identified leak results in metered water use that exceeds the Customer's immediately preceding six-month average for the same location, the Customer may request and receive a conservation rate credit for the higher billing. The credit shall not be calculated for more than the three most recent billing cycles. It must be initiated by the Customer through a written request providing supporting documentation that corrective action has been completed. Upon receipt of such documentation in a form acceptable to the Authority, the billing(s) may be adjusted such that all metered water exceeding the Customer's immediately preceding six-month average consumption for this location is billed at the lowest Authority potable water commodity rate that would be otherwise consistent with the Customer's historical usage.

The same credit may be issued for unidentified and undocumented usage spikes, not to exceed two such credits in any running three-year period.

No Free Service - The Authority shall charge and collect for all metered potable water delivered to its customers. Credits for service interruption, for reasons of goodwill, or for any other reason not listed in any other provision of this policy are prohibited.

**25. CUSTOMER DEPOSIT** - Before rendering service, the Authority may require a deposit to secure the payment of bills. The deposit is based on the prevailing deposit schedule. A deposit is non-negotiable and non-transferable. The Authority shall pay interest on each Customer security deposit one time per calendar year. Payment of interest will be applied as a credit against the Customer's account balance and will appear on the Customer's monthly statement. When an account is closed and not transferred within the system, accrued deposit interest shall be applied as a credit against the Customer's final bill. The rate of interest shall be established by the Authority's Finance Department and shall be equal to the average annual rate earned on the Authority's depository account during the most recently completed fiscal year.

After a single family or multi-family residential Customer (other than separately metered irrigation classified as non-residential) has established a satisfactory payment record and has had continuous service for a period of 25 months, the Authority will refund the Customer's deposit in the form of a credit on the utility bill provided the Customer has not, in the preceding 12 months, (a) made more than one late payment of a bill (after the expiration of 20 days from the date of mailing or delivery by the Authority), (b) made a payment that a bank has refused, (c) been disconnected for nonpayment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. Accounts classified as Non-Residential are not eligible for refund prior to termination of service. Upon termination of service and the account, the deposit will be credited against the final bill, and the balance, if any, shall be returned promptly to the Customer, but no later than fifteen (15) days after service is discontinued. The Customer may request a check for the balance of a deposit refund of more than \$25.00.

The Authority may require, upon reasonable written notice of not more than thirty (30) days, such request or notice being separate and apart from any bill for service, a new deposit, where previously waived or returned, or an additional deposit, to secure payment of current bills from Customers. Deposit fees are based on the prevailing deposit schedule.

Governmental entities are exempt from the deposit requirement as are other utilities that provide service to the Authority which have reciprocating no deposit requirements. Government entities include:

1. Federal, State and County Agencies
2. Municipalities
3. Special Taxing Districts
4. School District of Palm Beach County
5. Entities lawfully empowered to levy and collect taxes

<b>Schedule of Single-Family Customer Deposits</b>			
<b>Meter Size</b>	<b>Water and Sewer Deposit</b>	<b>Water Only Deposit</b>	<b>Sewer Only Deposit</b>
5/8"	\$170.00	\$110.00	\$70.00
1"	\$420.00	\$350.00	\$70.00
1 1/2"	\$1,070.00	\$1,000.00	\$70.00
2"	\$1,750.00	\$1,680.00	\$70.00

Schedule of Multifamily (stacked units) Customer Deposits			
Meter Size	Water and Sewer Deposit	Water Only Deposit	Sewer Only Deposit
Per Dwelling Unit	\$130.00	\$90.00	\$50.00

**Non-Residential Deposits** are determined individually according to previous usage history and based upon the average monthly billings available, times two (x2). **New Non-Residential Deposits with no previous usage history will be charged as follows:**

Non-Residential Water and Sewer Customer Deposit by Meter Size. Unlisted meter sizes can be provided upon request.

Meter Size	Amount
5/8"	\$360.00
1"	\$920.00
1 1/2"	\$1,860.00
2"	\$2,980.00
3"	\$5,980.00

**Tanker Truck operators** utilizing the Authority's central filling station are required to pay a deposit of \$50.00.

26. **REQUEST FOR METER TEST BY CUSTOMER** - Customers may request a bench test of the water meter through which service is provided to his/her account. Such requests must be made in writing, and the Customer shall remit to the Authority a deposit to defray related costs in accordance with the following schedule:

Meter Size	Each Test
5/8" and 1"	\$290.00
1.5"	\$360.00
2" and above (field test only)	\$390.00

If the meter is found to register above the accuracy limits prescribed, the deposit will be refunded. But if the meter is found to register within or below such accuracy limit, the deposit will be retained by the Authority as a service charge for conducting the test.

Further, upon written request of any Customer, the Authority shall, without charge, make a field test of the accuracy of the water meter in use at Customer's premises provided that the meter has not been tested within the past twelve (12) months.

27. **SERVICE LINES** - In areas where no service lines exist, where service lines cannot be located, or where service lines are inadequate for any reason, the Customer is required to pay the costs for tapping the main, installing the service line, and all necessary fittings.

**28. FIXED MONTHLY CHARGES**

**Base Facility Charge** - This charge is a fixed monthly charge incurred for service availability, billed to Customers based on the prevailing rate schedule, and does not include the usage of any amount of water. The charge helps defray the fixed costs of the operation and maintenance of the Authority’s system. When an account is classified as inactive, all charges, including Base Facility Charges that accrue while the property is unoccupied or while service is interrupted, must be paid before service can be activated. When a property is sold, the seller remains liable for all Base Facility Charges accrued through the date of the sale; the purchaser is responsible for all Base Facility Charges accruing after the date of the sale. For the purposes of administering this Section, the date of the sale shall be the deed or transfer recording date in the Official Records of Palm Beach County or as otherwise approved by Authority staff upon a sufficient showing of the date of title transfer being other than the deed or transfer recording date as shown in the Official Records of Palm Beach County. In the case of a title acquired by foreclosure, the purchaser is responsible for all accrued and unpaid base facility and other charges on the subject property.

**29. SERVICE CHARGES** - The Authority may charge the following service charges in accordance with the terms also stated below. If both water and sewer services are provided, only a single charge is appropriate unless circumstances beyond the control of the Authority require multiple actions.

**Initial Connection** - This charge is levied for service initiation (start-up service charge).

**Premises Visit Charge** - This charge is levied effective the date that Authority personnel are dispatched (leave the administrative office) with instructions to issue or post notification of a pending interruption of service for cause, including but not limited to meter/service equipment tampering or failure to timely pay Authority charges in accordance with this Policy. The Premises Visit Charge includes the administrative costs associated with initiating this action as well as the cost of physically delivering or posting such notice but shall be payable in full even in those instances where notice is recalled due to circumstances that arise after Authority personnel are dispatched for this purpose. This charge is also levied when personnel are dispatched to a location due to a report of no water and discovered it is not a result of the Authority’s actions (the house valve may have been disconnected in error by persons other than the Authority).

**Violation Reconnection** - This charge is levied effective the date that Authority personnel are dispatched (leave the administrative office) with instructions to disconnect service for cause, including but not limited to meter/service equipment tampering or failure to timely pay Authority charges in accordance with this Policy. The Violation Reconnection charge includes the administrative costs associated with initiating this action as well as the cost of physically disconnecting and reconnecting service if necessary but shall be payable in full even in those instances where service is not physically disconnected or interrupted.

	Normal Hours	After Hours
Initial Connection (Startup service charge)	\$20.00	\$30.00
Premises Visit	\$20.00	\$30.00
Violation Reconnection	\$50.00	\$60.00

**Non-Sufficient Fund Payment Charges** - When a payment is returned for non-sufficient funds (NSF) from a financial institution, the Customer will be notified and will have two (2) business days to remit cash, money order, or cashier's check to cover the full amount of the NSF payment including all Authority and banking fees. The Authority shall impose a service charge of \$25.00 or 5% of the face amount of the returned payment, whichever is greater (in accordance with current Florida Statute 832.062). If all charges are not paid within 48 business hours, the service may be disconnected, and the account will be subject to current charges to reconnect. If more than one (1) NSF payment is returned per twelve-month period to the Authority, the Customer may be placed on **cash-only status** (i.e., cash, money order, or cashier's check) for one year from the date of the most recent NSF payment. If a payment is returned due to a financial institution error, a letter from that institution will be required stating it was their error, and any NSF charges will be removed from the account. The Authority is unable to return NSF checks.

**Reminder Notice Late Charge** - When a utility bill is delinquent (See Rule No. 16 Delinquent Bills) and a written notice is issued, the Authority shall impose a late charge of \$5.00.

**30. TEMPORARY WATER SERVICE** - Temporary Water Service may be provided when the need for water service is of short duration, herein defined as less than one year, subject to conditions and limitations identified in this Policy or as set forth in a Temporary Service agreement.

## **31. CROSS-CONNECTION CONTROL PLAN**

### **1. GENERAL POLICY**

**1.1. Purpose.** The purpose of this Plan (the term "Plan", herein used, shall mean the **Seacoast Utility Authority** (hereinafter referred to as "Authority") Plan on Control of Backflow and Cross-Connections") is:

- 1.1.1. To protect the Authority's public potable water supply from the possibility of contamination or pollution by isolating within the Customer's installation such contaminants or pollutants that could backflow into the public water system; and,
- 1.1.2. To promote the elimination or control of existing cross-connections, actual or potential, between its Customers' installation and non-potable water system(s), plumbing fixtures, and piping systems; and,
- 1.1.3. To provide for the maintenance of a continuing program of cross-connection control, which will systematically and effectively prevent the contamination or pollution of all potable water systems.

### **1.2. Responsibility**

- 1.2.1. Authority shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If in the Authority's judgment, an approved backflow-prevention assembly is required (at the Customer's Point of Delivery; or within the Customer's installation) for the safety of the water system, Authority or a designated agent shall give notice in writing to said Customer to install such an approved backflow-prevention assembly(s) at a specific location(s) on his/her premises. The Customer shall immediately install such approved assembly(s) at his/her own expense; and failure, refusal, or inability on the part of the Customer to install, have tested, and maintain said assembly(s) shall



constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.

## 2. DEFINITIONS

### 2.1. Approved.

2.1.1. The term "approved" as herein used in reference to a water supply shall mean a public water supply that has been approved by the Florida Department of Environmental Protection or the delegated county health department in which the water supply is located.

2.1.2. The term "approved" as herein used in reference to an air gap, a double check valve assembly, a reduced pressure principle backflow prevention assembly or other backflow prevention assemblies or methods shall mean approved per Chapter 62-555.360, Florida Administrative Code.

**2.2. Auxiliary Water Supply.** Any water supply on or available to the premises other than Authority's approved public water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, and so forth; used waters; or industrial fluids. These waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the Authority does not have sanitary control.

**2.3. Backflow.** The undesirable reversal of flow in a potable water distribution system because of a cross-connection.

**2.4. Backpressure.** A pressure higher than the supply pressure caused by a pump, elevated tank, boiler, or any other means that may cause backflow.

**2.5. Back siphonage.** Backflow is caused by negative or reduced pressure in the supply piping.

**2.6. Backflow Preventer.** An assembly or means designed to prevent backflow.

2.6.1. **Air gap.** The unobstructed vertical distance through the free atmosphere between the lowest opening of any pipe or faucet conveying water or waste to a tank, plumbing fixture, receptor, or other assembly and the flood level rim of the receptacle. These vertical, physical separations must be at least twice the diameter of the water supply outlet, never less than 1 in. (25 mm).

2.6.2. **Reduced Pressure Principle Backflow Prevention Assembly.** The approved reduced pressure-pressure principle backflow-prevention assembly consists of two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and below the first check valve. These units are located between two tightly closing resilient-seated shutoff valves as an assembly and equipped with properly located resilient-seated test cocks.

2.6.3. **Double Check Valve Backflow Prevention Assembly.** The approved double check valve assembly consists of two internally loaded check valves, either spring-loaded or internally weighted, installed as a unit between two tightly closing resilient-seated shutoff valves and fittings with properly located resilient-seated test cocks.

- 2.6.4. **Dual Check Devices.** The approved dual check devices consist of two spring-loaded check valves. These assemblies may be used on residential connections with an auxiliary water system.
- 2.7. **Contamination.** An impairment of a potable water supply by the introduction or admission of any foreign substance that degrades the quality and creates a health hazard.
- 2.8. **Cross-Connection.** A connection or potential connection between any part of a potable water system and any other environment containing other substances in a manner that, under any circumstances, would allow such substances to enter the potable water system. Other substances may be gases, liquids, or solids, such as chemicals, waste products, steam, water from other sources (*potable or non-potable*), or any matter that may change the color or add odor to the water.
- 2.9. **Cross-Connections - Controlled.** A connection between a potable water system and a non-potable water system with an approved backflow prevention assembly is properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.
- 2.10. **Cross-Connection Control by Containment.** The installation of an approved backflow-prevention assembly at the water service connection to any Customer's installation, where it is physically and economically unfeasible to find and permanently eliminate or control all actual or potential cross-connections within the Customer's installation; or it shall mean the installation of an approved backflow-prevention assembly on the service line leading to and supplying a portion of a Customer's installation where there are actual or potential cross-connections that cannot be effectively eliminated or controlled at the point of the cross-connection.
- 2.11. **Hazard, Degree of.** The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard on the potable water system.
- 2.11.1. **Hazard - Health.** A cross-connection or potential cross-connection involving any substance that could, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.
- 2.11.2. **Hazard - Plumbing.** A plumbing type cross-connection in a consumer's potable water system that has not been properly protected by an approved air gap or an approved backflow-prevention assembly.
- 2.11.3. **Hazard - Pollution.** A cross-connection or potential cross-connection involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable if introduced into the potable water supply.
- 2.11.4. **Hazard - System.** An actual or potential threat of severe danger to the physical properties of the public water system or the consumer's potable water system or of pollution or contamination that would have a protracted effect on the quality of the potable water in the system.

- 2.11.5. **Industrial-Fluids System.** Any system containing fluid or solution that may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration that would constitute a health, system, pollution, or plumbing hazard if introduced into an approved water supply. This may include, but is not limited to, polluted or contaminated waters; all types of process waters and used waters originating from the public potable water system that may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulating cooling waters connected to an open cooling tower; and/or cooling waters that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, and so forth; oils, gases, glycerin, paraffin, caustic and acid solutions and other liquid and gaseous fluids used in industrial or other purposes or for firefighting.
- 2.12. **Pollution.** The presence of any foreign substance in water that tends to degrade its quality constitutes a non-health hazard or impairs the usefulness of the water.
- 2.13. **Water - Potable.** Water that is safe for human consumption as described by the public health authority having jurisdiction.
- 2.14. **Water - Non-potable.** Water that is not safe for human consumption or that is of questionable quality.
- 2.15. **Water - Service Connection.** The terminal end of a service connection from the public potable water system, that is, where the Authority loses jurisdiction and sanitary control of the water at its point of delivery to the Customer's installation. If a water meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the water meter. There should be no unprotected connections to the service line ahead of any water meter or backflow-prevention assembly located at the point of delivery to the Customer's installation.
- 2.16. **Water - Used.** Any water supplied by the Authority from a public potable water system to a consumer's water system after it has passed through the point of delivery and is no longer under the sanitary control of the Authority.

### 3. REQUIREMENTS

#### 3.1. Water System

- 3.1.1. The water system shall be considered as made up of two parts: the utility system and the Customer's installation.
- 3.1.2. The utility system shall consist of the source facilities and the distribution system. It shall include all those facilities of the water system under the complete control of the utility, up to the point where the Customer's installation begins.
- 3.1.3. The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system.
- 3.1.4. The distribution system shall include the network of conduits used for the delivery of water from the source to the Customer's installation.

3.1.5. The Customer's installation shall include those parts of the facilities beyond the termination of the utility distribution system that is utilized in conveying utility-delivered domestic water to the points of use. The Customer's installation includes the service pipe from the outlet of the meter to the backflow preventer inlet valve and all service piping downstream of the outlet valve on the backflow preventer.

### 3.2. Plan

3.2.1. **Conditions for Service** - No water service connection to any premise shall be installed or maintained by the Authority unless the following conditions have been met:

3.2.1.1. The Authority has evaluated the degree of hazard posed by the connection.

3.2.1.2. The water supply is protected as required by this Plan and applicable laws and regulations.

3.2.2. **Right of Inspection** - The Customer's installation should be open for inspection at all reasonable times to authorized representatives of the Authority to determine whether unprotected cross-connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the Authority shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the Customer has corrected the condition(s) in conformance with the local and state regulations relating to plumbing and water supplies and the regulations adopted pursuant thereto.

3.2.3. **Premises Requiring Protection** - An approved backflow prevention assembly shall be installed on each service line to the Customer's installation at or near the property line and before the first branch line leading off the service line wherever the following conditions exist:

3.2.3.1. In the case of premises having an auxiliary water supply that is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional water source by the Florida Department of Environmental Protection or delegated county health department, the public water system shall be protected against backflow from the premises by installing in the service line an approved backflow prevention assembly commensurate with the degree of hazard, and in conformance with Chapter 62-555.360, Florida Administrative Code.

3.2.3.2. In the case of premises on which any industrial fluids or any other objectionable substance is handled in such a fashion as to create an actual or potential hazard to the public water system, the public system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line, commensurate with the degree of hazard. This shall include the handling of process waters and waters originating from the Authority's system which have been subject to deterioration in quality.

3.2.3.3. In the case of premises having (1) internal cross-connections that cannot be permanently corrected or protected against, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the

public water system shall be protected against backflow from the premises by installing an approved backflow prevention assembly at the Point of Delivery.

3.2.4. **Type of Protection Required** - The type of protective assembly required under subsections 3.2.3.1, 3.2.3.2, and 3.2.3.3 above shall depend upon the degree of hazard which exists as follows:

3.2.4.1. In the case of any premise where there is an auxiliary water supply, as stated in subsection 3.2.3.1 of this section, and it is not subject to any of the following rules, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly.

3.2.4.2. In the case of any premise where there is water or a substance that would be objectionable but not hazardous to health, if introduced into the public water system, the public water system shall be protected by, at minimum, an approved double check valve backflow prevention assembly.

3.2.4.3. In the case of any premise where there is any material dangerous to health that is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries, and plating plants.

3.2.4.4. In the case of any premise where there are "uncontrolled" cross-connections, either actual or potential, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly at the Point of Delivery.

3.2.4.5. In the case of any premise where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete in-plant cross-connection survey, the public water system shall be protected against backflow from the premises by either an approved air gap or an approved reduced pressure principle backflow prevention assembly on each service at the Point of Delivery.

3.2.4.6. New individually metered residential water connections require a minimum dual check valve device connected directly to the outlet of the water meter. Those devices shall be installed at the time the meter is set by Authority personnel.

3.2.5. **Assembly Standards and Specifications** - Any backflow prevention assembly required herein shall be of a make, model, and size approved by Authority. Backflow preventers shall be the same size as the meter or larger.

3.2.6. The term "**Approved Backflow Prevention Assembly**" shall mean an assembly that has been manufactured in full conformance with the following standards:

*AWWA/ANSI C510-07 Standard for Double Check Valve Backflow Prevention Assembly*  
*AWWA/ANSI C511-07 Standard for Reduced Pressure Principle Backflow Prevention*  
*ASSE Standard #1024 - Dual Check Valves*

- 3.2.7. **Testing and Maintenance Requirements** - The Authority shall own, maintain, and test at least once per year required backflow devices except dual check valves installed immediately downstream of the point of delivery (generally, the water meter). It shall be the duty of the Customer at any premise where required backflow prevention assemblies are installed downstream of the point of delivery to have certified inspections and field tests made upon installation and at least once per year thereafter. The Authority shall inspect all air gap installations at least once per year and prepare an inspection report.

All inspections and tests shall be performed by a certified tester, as verified and approved by the Authority. Backflow prevention assemblies located immediately downstream of the point of delivery shall be repaired, overhauled, or replaced at Authority's expense whenever said assemblies are found to be defective. Authority shall retain records of tests or repairs. Authority shall refurbish or replace all dual check valve devices described in Section 3.2.4.6 of this plan every ten years.

- 3.2.8. **Enforcement** - Service of water to any premise may be discontinued if a Customer refuses to provide a properly signed water service contract in a timely manner, fails to allow a cross-connection control survey or inspection of the Customer's installation, or fails to install, test or maintain a backflow prevention assembly required by this Plan. If it is found that a backflow prevention assembly has been removed, bypassed, or if an unprotected cross-connection exists on the Customer's installation, service shall likewise be discontinued. Service to a Customer may be discontinued immediately and without written notice if, in the opinion of the Authority, such action is necessary to protect public health or the public water supply. Service will not be restored until all circumstances, conditions, or defects causing discontinuance of service are fully corrected.

- 3.2.9. **New Construction Plan Review** - The Authority shall not provide water service to a newly constructed facility without first performing a cross-connection control hazard assessment of the premises and ensuring that Authority's water system is protected according to this Plan.

In lieu of such a hazard assessment by the Authority, receipt of a documented cross-connection control hazard assessment by a plumbing inspector of the governmental entity requiring a building permit may be utilized. The conditions for service established by this Plan must also be satisfied. (See Section 3.2.1. of this Plan.)

- 3.2.10. **Retrofitting Existing Facilities** - The Authority shall cause existing facilities to be retrofitted in accordance with Authority Administrative Procedure AP 90-12A, as amended from time to time.
- 3.2.11. **Owners of facilities** - having existing fire-protection systems will be advised to have a registered professional engineer or certified fire-protection contractor check the hydraulics of the existing fire-protection system(s) to ensure that any installed backflow prevention assembly is compatible with the proper performance of the fire-protection system.

- 3.2.12. **Training** - The Authority shall ensure that persons directly responsible for the implementation of this Plan have had, at a minimum, training in basic cross-connection concepts and cross-connection control practices. The University of Florida Center for Training, Research & Education for Environmental Occupations (UF/TREEO Center) and the Florida Water and Pollution Control Operators Association, Inc. are examples of providers that may be utilized for this type of training. Training offered by comparable training institutions may be substituted.
- 3.2.13. **Backflow Incident Reports** - The Authority shall investigate backflow incidents specifically as such and shall maintain investigatory and corrective action records in a file separate from Customer complaint investigations or other investigations determined to not be related to a backflow incident.
- 3.2.14. **Backflow Incident Response Plan** - The Authority shall, upon becoming aware of an actual or suspected backflow incident, perform the following actions:
- Locate the source of the contamination
  - Isolate that source to protect the water distribution system from further contamination
  - Determine the extent of the spread of contamination through the distribution system and provide timely, appropriate notification to the public and to regulatory agencies
  - Take corrective action to clean the contamination from the distribution system
  - Restore service to the Customers
- 3.2.15. **Record Keeping** - Cross-connection control-related records shall be retained for a minimum of ten years and shall be available for review by regulatory agencies when requested. At a minimum, the following records shall be maintained:
- 3.2.15.1. **Cross-Connection Survey Reports** - Cross-connection survey reports or hazard assessments shall be created and maintained on approved forms. Such forms shall make clear the type and degree of hazard present on the premises and the minimum type of backflow assembly required.
- 3.2.15.2. **Inventory** - The Authority shall maintain a written inventory of all Authority-owned backflow prevention assemblies present in the water system in an electronic format. Such information will include the location of each backflow assembly or air gap, the type of backflow prevention assembly, and, if not an air gap, information describing the size, make, model, and serial number of installed backflow assemblies. The most recent test date of each required assembly will be noted and recorded.
- 3.2.15.3. **Test Reports and Certified Testers** - Backflow assembly test, maintenance, and repair reports shall be retained. Documentation supporting the credentials of certified testers will be retained.

3.2.15.4. **Public Education and Training**- Copies of materials used to convey to consumers information about cross-connection control and their responsibilities shall be maintained. Documentation supporting the credentials and training of the Authority’s cross-connection control program personnel, including any sub-contracted personnel, shall be retained.

3.2.15.5. **Other Documentation** - Copies of all other cross-connection program documentation will be retained, including service contracts, notifications to Customers, enforcement actions, backflow incident reports, and other related activity.

3.2.16. The Authority is authorized to make all necessary and reasonable rules and policies with respect to the enforcement of this Plan. All such rules and policies shall be consistent with the provisions of this Plan and shall be effective upon adoption.

**RATE SCHEDULES**

This section has the following rate schedules:

- SINGLE FAMILY SERVICE
- MULTI-FAMILY SERVICE
- NON-RESIDENTIAL SERVICE
- PRIVATE FIRE SERVICE
- PRIVATE SYSTEM LIMITED ROUTINE MAINTENANCE
- MISCELLANEOUS FEES

**SINGLE-FAMILY SERVICE WATER RATE SCHEDULE**

AVAILABILITY: Available throughout the area served by the Authority.

APPLICABILITY: A residential dwelling of one or more stories, limited to a single-family detached unit, a duplex unit, a triplex unit, a gardens apartment unit, and a townhouse unit.

LIMITATIONS: Subject to all the Rules and Regulations of this Water Service Policy. Consumption is measured in increments of 1,000 gallons.

RATE ID: Single Family

MONTHLY RATE: Point of service charge: \$2.61 per account (per meter).

<b>*Base Facility Charge per dwelling unit (no gallonage allowance)</b>	
Meter Size	Amount
5/8"	\$32.27
1"	\$80.67
1 1/2"	\$161.35
2"	\$258.16



<b>Billed gallonage charge per 1,000-gallon increments</b>	
1,000 to 6,000 gallons	\$2.97
7,000 to 30,000 gallons	\$5.14
Greater than 31,000 gallons	\$6.22

NOTE: For master metered accounts, base facility charges will be assessed for only those units which have been constructed or which a building permit has been issued.

\*If there is more than one dwelling unit, multiply 5/8" meter base facility charge times the number of units to determine the total monthly base facility charge.

**MULTI-FAMILY SERVICE RATE SCHEDULE**

AVAILABILITY: Available throughout the area served by the Authority.

APPLICABILITY: All residential dwellings located in buildings of greater than one floor, each floor containing one or more separate dwelling units or mobile home units.

LIMITATIONS: Subject to all the Rules and Regulations of this Water Service Policy. Consumption is measured in increments of 1,000 gallons.

RATE ID: Multi-Family

MONTHLY RATE: Point of Service Charge: \$2.61 per billed account (per meter).

<b>Base Facility Charge per dwelling unit (no gallonage allowance)</b>	
All Meter Sizes	\$13.43 per dwelling unit *
<b>Gallonage charge per:</b>	
1,000 to 4,000 gallons	\$4.22
5,000 to 20,000 gallons	\$5.74
Greater than 21,000 gallons	\$6.51

NOTE: For master metered accounts, base facility charges will be assessed for only those units which have been constructed or which a building permit has been issued.

\*Multiply charge times number of units to determine the total monthly base facility charge.

**NON-RESIDENTIAL SERVICE WATER RATE SCHEDULE**

AVAILABILITY: Available throughout the area served by the Authority.

APPLICABILITY: Services not otherwise specifically defined as single-family or multi-family, excluding single and multi-family irrigation. Such service includes, but is not limited to, irrigation (even at single or multi-family sites), commercial, industrial, guardhouse, boat slip, pool, recreation center, utility room, and water-cooled air conditioning; tanker truck and other Temporary Meters, as well as certain system flushing meters, whether such meters are owned and operated privately or by the Authority, but for which service a customer is required to pay.

LIMITATIONS: Subject to all the Rules and Regulations of this Water Service Policy. Consumption is measured in increments of 1,000 gallons.

RATE ID: Non-Residential

MONTHLY RATE: Point of Service Charge: \$2.61 per billed account (per meter).

<b>Base Facility Charge (no gallonage allowance)</b>	
Meter Size	Amount
5/8"	\$29.67
1"	\$74.21
1 1/2"	\$148.39
2"	\$237.46
3"	\$474.89
4"	\$742.03
6" Compound or Turbine	\$1,484.05
<b>Gallonage charge per:</b>	
1,000 to 6,000 gallons	\$2.37
Greater than 7,000 gallons	\$4.95

For master metered non-residential properties where multiple master meters are needed solely for the purpose of providing fire flow capacity, Authority will designate only one master meter, the largest meter where meter size differs, to be the "domestic" account meter for which base facility charges are payable. Commodity rates shall be charged for all water delivered through all meters cumulatively, as though delivered through the single "domestic" meter. Each remaining master meter shall be billed as a **PRIVATE FIRE SERVICE** line or meter.

For master metered non-residential properties served by a single metering assembly consisting of two separate water meters – a larger meter for fire flow, flushing, and other high demand purposes plus a smaller meter for domestic uses, irrigation, and other lower demand purposes – Authority will assess water base facility charges only on the smaller meter size. The larger meter shall be billed as a **PRIVATE FIRE SERVICE** meter.

Tanker Truck operators shall be charged commodity rates as water-only non-residential customers for use of the Authority's central potable water fill station.

### **PRIVATE FIRE SERVICE RATE SCHEDULE**

APPLICABILITY: For private fire line service with or without detector meters

LIMITATIONS: Subject to all the Rules and Regulations of this Water Service Policy. Consumption is measured in increments of 1,000 gallons.

RATE ID: Private fire service

MONTHLY RATE: \$32.26 per fire service connection per month (not including the Point of Service Charge)

POINT OF SERVICE CHARGE: \$2.61 per billed account (per meter).

RATE: Gallonage charge per 1,000 gallons: \$6.51

NOTE: Gallonage charge applies only to water metered through detector check meters.

**PRIVATE SYSTEM LIMITED ROUTINE MAINTENANCE**

The Authority may provide contract maintenance services of certain customer-owned private water system infrastructure including, but not limited to fire hydrants and valves located downstream of the customer's Point of Service. These services shall be identified in an agreement between the Authority and the customer which specifies the type and quantity of infrastructure to be maintained as well as the nature and frequency of services to be performed. Charges shall be applied to the customer's monthly water and/or sewer bill, and the Authority may disconnect service if the customer fails to timely pay for all or any portion of such charges.

Monthly charges, subject to revision by Authority Board action, shall be as follows:

**Fire Hydrants (one time each year) - \$15.00 per month per hydrant**

- Inspection
- Lubrication
- Flushing and flow test 2 ½-inch nozzle
- Brush and paint, as needed
- Clean isolation valve box, as needed
- Operate isolation valve
- Mark isolation valve box, as needed

**Valves (one time each year) - \$4.00 per month per valve**

- Location of valve box, as needed
- Cleaning of valve box, as needed
- Marking and painting of valve box, as needed
- Operating/exercising valve

**Administrative Fee (System Maintenance Fixed Charge) - \$25.00 per month**

Accounting, recordkeeping and reporting.

Private System Maintenance Charges, which shall be considered an Authority rate component, subject to routine adjustment by board-approved indexing and payable in accordance with the terms of this Policy. The customer's failure to remit timely payment, in full, of billed System Maintenance Charges shall subject the account to collection procedures.

**MISCELLANEOUS FEES**

**METER CHARGES**

Meter charges are payable at the time application is made for the meter. All meters over 2" shall be installed by the Customer. A security deposit equal to a two-month bill is required for each meter.

Meter Size	Meter Charges
5/8"	\$ 950.00
1"	\$1,020.00
1 1/2"	\$1,610.00

2"	\$2,520.00
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Meter Charges for meters 3" and larger will be based on the cost of the meter plus labor, materials, fuel, and overhead.

**BACKFLOW PREVENTER COSTS**

The Authority hereby acknowledges that certain existing consumers have a high potential for creating a health hazard to the remainder of the Authority's consumers because of the lack of an adequate backflow prevention device. The Authority has instituted a Plan to identify those consumers who have a high potential for creating a health hazard within the utility system and requires such consumers to install backflow prevention device(s), as referenced above, at said consumer's sole cost and expense, and to convey title to such devices to the Authority for operation and maintenance. All backflow preventers on new non-residential services shall be provided and installed by the Customer but shall become the property of the Authority upon acceptance.

**METER CHANGEOUT**

**Meter Change-Out 1-Inch to 5/8-Inch**

Customers receiving Authority potable water service through a 1-inch meter may request that such meter be downsized to 5/8-inch. The customer shall be required to execute the Authority's standard request form affirming that the customer is solely responsible for any adverse consequences and pay the Authority a \$370.00 fee, which includes all Authority labor and materials. The cost of all other meter size change-outs shall be based on the Authority's actual time and materials costs.

**Other Meter Change Outs**

Requests to exchange existing meters for meters of a larger size will result in the following charges:

1. Difference in current costs between the smaller and larger devices, plus
2. Labor and materials required to effect the change,
3. Difference between current connection charges associated with the smaller and larger meter, if any.

Unless, noted above, if a larger size meter is replaced with a smaller meter, charges shall be as follows:

1. Actual cost of smaller meter (no credit given for existing meter), plus
2. Labor and materials required to effect the change.

No credit for connection charges associated with the larger meter shall be given.

**WATER SERVICE LINE INSTALLATION FEE**

Costs for the installation of a water service line for a residential Customer (up to and including 2" services) are as follows:

- 1" service tap & line (short side)                      \$3,130.00
- 1" service tap & line (long side)                      \$4,610.00
- 1 ½" & 2" service tap & line (short side)              \$3,330.00

- 1 1/2" & 2" service tap & line (long side) \$4,760.00

Major road crossings/special circumstances will be charged on an actual cost basis.

Water service line installations for non-residential Customers will be charged on an actual cost basis, with a minimum fee of \$3,130.00.

TEMPORARY WATER SERVICE FEES

APPLICABILITY: Temporary water meters are to be utilized when the need for water service is of short duration, herein defined as less than one year. Installation of less than one week in duration shall be exempt from this provision, with such service to be the installation and maintenance, and billing responsibility of the Operations Division. For temporary meters intended by the customer to be in use for one week or longer, installation shall originate with the Engineering Department, operation and maintenance shall be the responsibility of the Water Distribution Department, and billing, meter tracking, and bill collection shall be the responsibility of the Billing Department. While the temporary meter is in service, the Billing Department shall record the number of meter relocations for each temporary meter account, withholding an amount equal to the number of relocations multiplied by the Relocation Fee, plus outstanding charges, from any return of customer deposit.

DEFINITION: A schedule of fees detailing the cost to obtain and utilize temporary water service.

LIMITATION: Subject to all the Rules and Regulations of this Water Service Policy. The Authority shall have the right to remove temporary water meters if water is not used during a thirty (30) day period. In the event of water shortages, lack of treatment capacity, or other reasons deemed appropriate by the Authority Board, all temporary water services may be terminated with 24-hour notice.

FEE SCHEDULE:

- Installation fee - all meter sizes: \$330.00
- Relocation Fee - After initial installation, the Customer request a temporary meter moved from one location to another: \$30.00 per move
- Monthly fixed fee - all meter sizes: \$29.67
- Commodity rates - In accordance with the Non-Residential Water Rate Schedule
- Point of Service charge: \$2.61 per account (per meter).

DEPOSIT REQUIREMENTS FOR TEMPORARY METER SERVICE\*

Meter Size	Amount
5/8"	\$510.00
1"	\$920.00
1 1/2"	\$920.00
2"	\$920.00
3"	\$920.00

\*Deposit will be refunded when the meter and all appurtenances have been returned to Authority undamaged and all bills paid in full.

RECORDS RESEARCH FEE - The Authority may charge a fee of \$60 per request to provide lien searches, estoppel, and other information relevant to real estate title inquiries.

FIRE FLOW TEST FEE - The Authority may charge a fee of \$130 per fire flow testing.

OTHER MISCELLANEOUS FEES

Work performed by Authority personnel on behalf of a Customer not otherwise covered in this service policy will be billed on an actual cost basis. This will include direct labor costs, plus overhead, actual materials cost, and a per-hour vehicle fee based upon the vehicle used and the most recent FEMA rate per hour.