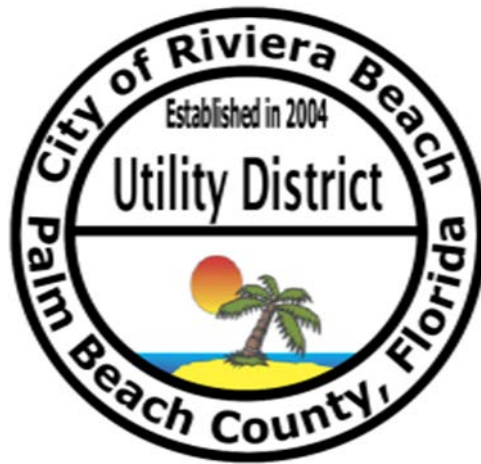


**CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT
POLICY
FOR UTILITY SERVICES**



Adopted: June 5, 2013
Revised February 25, 2015
Revised May 2015

CONTENTS

	Page
1.0 General Provisions	
1.1 General Information	1
1.2 Application	1
1.3 Definitions	1
1.4 Service Initiation	3
1.5 Service Classification	4
1.6 Withholding of Service	5
1.7 Service Reactivation	5
1.8 Rates, Fees or Other Charges	5
1.9 Changes in Rates, Fees or Other Charges	6
1.10 Base Readiness Charge	6
1.11 Limitation of Use	6
1.12 Continuity of Service	7
1.13 Installation by Customer	7
1.14 Change of Customer's Installation	7
1.15 Indemnification	8
1.16 Inspection/Access to Customer's Premises & Installations	8
1.17 Protection of District's Property	8
1.18 Potable Water and/or Wastewater Service Availability Per Regulation	9
1.19 Recording	9
1.20 Rights-of-Way or Easements	9
1.21 Wastewater Backup	9
1.22 Unauthorized Connection, Use, or Tampering	9
1.23 Policy Dispute	11
2.0 Billing and Service	
2.1 Account Deposits	11
2.2 Transfer of Service	12
2.3 Transfer of Balance	13
2.4 Mobile Homes	13
2.5 Billing Cycle	13
2.6 Enforcement of Collections	14
2.7 No Free Service	14
2.8 Delinquent Accounts	14
2.9 Dishonored Payments	15
2.10 Partial Payments	15
2.11 Service Interruption Liability	15
2.12 Dispute Resolutions	15
2.13 Administrative Hearings	16
2.14 Adjustment of Bill for Meter Error	19
2.15 Adjustment of Bill for Billing Error	19
2.16 Adjustment of Bill for Leaks at the Meter	20
2.17 Filling Residential Swimming Pools	20

2.18	Adjustment for Damage Due to Acts of Nature	20
2.19	Excessive Usage Credit (EUC)	20
2.20	Other Water Complaints	21
2.21	“Promise to Pay” Payment Plans	22
2.22	Administrative Credits	22
2.23	Temporary Disconnect	22
2.24	Permanent Disconnect	22
2.25	Authority to Lien Property for Unpaid Fees	22
2.26	Status and Enforcement of Liens	23
2.27	Crossed Service Lines/Incorrect Billings	23
2.28	Final Bills Less than \$5.00	23
2.29	Non-Service Accounts/Accounts in Collection	24
2.30	Refunds	24
2.31	Document Retention	24
3.0	Meters	
3.1	All Potable Water Through Meters	24
3.2	Meters – Property of the District	25
3.3	Unauthorized Connections	25
3.4	Meter Accuracy Requirements	25
3.5	Request For Meter Test by Customer	25
3.6	In accessible or Damaged Meters	26
3.7	Construction Water Meters	26
3.8	Portable Meters	26
3.9	Potable Water Irrigation and Fountain Meters	27
3.10	Temporary Meter and Temporary Use	27
3.11	Preventative Maintenance	28

FORMS AND EXHIBITS:

EXHIBIT A	- City of Riviera Beach Utility Special District Residential Application for Utility Service	29
EXHIBIT B	- City of Riviera Beach Utility Special District Non-Residential (Commercial)Application for Utility Service	30
EXHIBIT C	– Release	31
EXHIBIT D	– Request for Permanent Disconnection	32
EXHIBIT E	– Water/Sewer Tenant Direct Billing Agreement	33
EXHIBIT F	– Property Owner Consent of Lease Agreement	34

CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT POLICY FOR UTILITY SERVICES

1.0 GENERAL PROVISIONS

1.1 GENERAL INFORMATION

This City of Riviera Beach Utility Special District (District) Policy establishes standards for the District and the District's customers (Customer) in the delivery and usage of the District's utility services (services). In absence of specific written agreement to the contrary, this Policy applies without modification or change to each and every customer to whom the District renders service. In the event that a portion of this Policy 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 provisions of the Policy for service unless such court order or decision shall so direct. The District shall provide service to all Customers requiring such service within its service area upon such terms as are set forth in this Policy.

1.2 APPLICATION

The District requires positive identification from Customers requesting utility service. All applicants for service will be required to complete the application for service shown at "Exhibit A" for residential service or "Exhibit B" for non-residential service. The receipt and deposit of a payment by the District does not constitute a guarantee of service unless all other requirements in this Policy are met.

Applications for service requested by legal entities (e.g., firms, partnerships, associations, corporations, governments, and quasi-governments) shall be signed by duly authorized representatives with legal authority to bind the entity. When service is provided under an application signed by an entity's representative, receipt of such service by the entity shall constitute full and complete consent by the entity to the terms of this Policy.

1.3 DEFINITIONS

- a) **ACCOUNT DEPOSIT** – A required payment from each new Customer to the District to serve as security against future payments due by the Customer.
- b) **ACCOUNT ACTIVATION FEE** – A fixed fee established by the District Board to cover the actual costs of activating or reactivating an account.
- c) **BASE READINESS CHARGE (BRC)** – A fixed monthly charge incurred for service availability based on the prevailing rate schedule, which is charged monthly and does not include usage for any amount of water. The charge helps defray the fixed costs of the operation and maintenance of the District's system.
- d) **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 District's water system.

- e) **CUSTOMER** - The person, firm, association, or corporation, governmental agency or similar organization supplied with water service by the District.
- f) **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 customer under lease or otherwise.
- g) **Customer Service or Customer Service Center** – Administrative office located on the first floor of City.
- h) **DISTRICT** - Riviera Beach Utility Special District (District) was created pursuant to City Ordinance No. 2972, the Florida Constitution, Chapter 189 of the Florida Statutes, the Uniform Special District Accountability Act of 1989, and other applicable laws of the State of Florida.
- i) **GOVERNING BOARD** - The governing body of District, acting for and on behalf of the District as a separate legal entity.
- j) **METER** - Device used to measure water delivered to a customer by the District.
- k) **MULTI-FAMILY SERVICE** - All residential dwellings located in buildings containing one or more separate dwelling units.
- l) **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.
- m) **POINT OF SERVICE** - The point where the District's pipes (mains) or meters are connected to pipes of the customer, or customer's property line if so designated by District.
- n) **POTABLE WATER** - Water that is considered satisfactory for domestic use.
- o) **RATE SCHEDULE** - A schedule of rates or charges for the particular classifications of service.
- p) **SINGLE FAMILY** - 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.
- q) **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 District to furnish domestic water service and private fire protection service to the customer.

- r) **SERVICE LINES** - The pipes of the District, which are connected from the mains to the point of delivery or meter.
- s) **SURCHARGE** – This is an additional charge applied to the monthly Base Readiness Charge for water service when the South Florida Water Management District imposes water use restrictions within the District’s service area

1.4 SERVICE INITIATION

(1) Existing Installations – Current or Previous Customers

Persons requesting Potable Water service, and/or Wastewater service to a property previously having the service should proceed as follows:

- (a) If a previous and/or current account is in good standing and the District has proper personal identifying information, service may be established at another location with payment of the applicable Account Deposit and Account Activation Fee.
- (b) If the account is not in good standing and/or proper identifying information is not available, the Customer shall be required to come to the Customer Service Center to establish service at the new location. A current or previous Customer owing any delinquent fees and attempting to open a new account shall pay all fees due prior to the new service initiation. After payment of all fees due, an account may be established at another location with payment of the applicable Account Deposit and Account Activation Fee required to open the account.

(2) Existing Installations – New Customer

Individuals or businesses which have never had an account with the District, or its predecessor, City, must come into the Customer Service Center to open an account. The new account holder will be required to fill out an application, provide proper identification and proof of ownership/control of the service location, and pay the applicable Account Deposit and Account Activation Fee to open the account. A Customer is not responsible for any outstanding fees associated with any different Customer for the same service location. Applications are available at the Customer Service window, may be downloaded from the District’s website, the Customer Service website, or the Customer may request that the application be mailed, e-mailed or faxed.

(3) New Installations:

Persons desiring the provision of Potable Water service, and/or Wastewater service to a property not previously having the service (or in cases where service was previously permanently disconnected by removal of a meter, etc.) should proceed as follows:

- (a) Ascertain from the District's Engineering Division that there is service available within a reasonable distance to their property and the District is willing to install the services subject to an installation fee. If the District refuses to install the service for any reason, the Customer may install the necessary improvements at Customer’s

expense, subject to construction plan submittal and approval by the City's Community Development Department.

(b) Apply in person to the Customer Service Center for service, and pay applicable Account Deposit, Capital Fee, Permit, Service Installation Fees and Connection Fees. When a Customer wishes to have a master meter to serve multiple dwelling units or buildings located on adjacent or neighboring multiple parcels owned by the same entity, a Unity of Title document must be properly executed and recorded against the properties prior to receiving service from the District.

(c) Meter(s) and service lines from the District's main to the Point of Service will be installed by the District along a property line at a point determined by the District.

(d) In the case of a drop meter, installation will generally occur within two business days of the time of application. Depending upon construction requirements, other installations may take up to two weeks from the time of application.

(e) The Customer is responsible to connect plumbing to the Point of Service at the customer's cost and to disconnect his/her well from his Potable Water system (well may be retained for irrigation purposes as long as there is no physical connection to the District's Potable Water system). The District must witness the disconnection of the well from the Customer's Potable Water lines. A copy of the Building Department permit to abandon the on-site Wastewater disposal system must be provided to the District prior to service initiation.

(f) Individual meters or a master meter may be installed for multi-unit residential building of four units or less. Any residential building with five units or more shall require a master meter to be installed.

1.5 SERVICE CLASSIFICATION

Service will be classified as Residential–Single-Family, Residential–Multi-Family, Non-Residential (Commercial), Limited Service or Congregate Living Facility. All classifications shall be in concurrence with the classifications as published by the Palm Beach County Property Appraiser. It shall be the Customer's sole responsibility to advise the District of classification changes.

The Single-Family category includes subcategories by meter size with all fees established by meter size. A Single-Family dwelling unit may include an attached or detached structure with internal plumbing such as a cabana, guest quarters, accessory building or mother-in-law suite. If the accessory building is on the same lot, and the lot is not sub-dividable, it shall not require a separate meter or the payment of additional Service Initiation Fees. Churches with detached parsonages will require at least one residential (parsonage) and one non-residential (church) meter. No separate residential meter is required if the parsonage is attached to the church building.

Detached structures, such as garages and sheds that have internal plumbing, but cannot be used for dwelling purposes due to subdivision covenants or zoning restrictions, shall not

require a separate meter or the payment of additional Service Initiation Fees. However, in no case shall the number of Equivalent Residential Connections (ERUs) applicable to a single parcel served by the District be less than 1.0.

The Multi-Family designation is not divided into subcategories by meter size for monthly billing purposes, and Base Readiness Charge are determined by utilizing 1.0 ERU per Dwelling Unit. Connection Fees are determined by utilizing 1.0 ERUs per Dwelling Unit, except for Limited Service Multi-Family Residential Dwelling Units and Congregate Living Facilities per bed. For the purpose of calculating Commodity Fees, the upper limit of each rate block is multiplied by the number of units serviced by the meter to determine the rate charged at each level of consumption.

For Non-Residential connections, all fees other than Commodity Fees are determined by meter size.

Potable Water and/or Wastewater service shall not be provided to any dwelling unit or for Non-Residential use unless all such dwelling units and/or Non-Residential Uses on the same parcel receive Potable Water/ Wastewater service from the District.

1.6 WITHHOLDING OF SERVICE

Except as may be otherwise provided by law, the District may withhold or discontinue service until all past-due amounts, past-due fees and Account Reactivation Fees and unpaid liens which are owed and unpaid to the District have been paid in full. In the event the District discovers private facilities adversely affecting the District facilities, service may also be withheld until such situation is corrected. In general, and unless otherwise provided, termination of service will take place three days following the due date.

1.7 SERVICE REACTIVATION

Reactivation of service to a Customer will be completed within one business day after satisfaction of all past-due amounts which are owing and unpaid to the District at that service address and the complete correction of any private facilities adversely affecting District facilities. Irrespective of this, service reactivation may be performed on a “promise to pay” basis as long as the required payments under the “promise to pay” are made timely in accordance with a written agreement. If said promise to pay is broken or the payment check is dishonored by the bank, an additional Account Reactivation Fee and all past-due amounts and past-due fees shall be paid in cash or by certified funds prior to reactivation.

Customer Service representatives perform a scheduled turn-on until 5:30 p.m. each business day. Customers that make payment arrangements by 4:00 p.m. will receive same day turn-on service. If a Customer makes a payment arrangement after 4 p.m. and the same day turn-on results in the District incurring overtime charges, an overtime charge shall be assessed to the Customer.

1.8 RATES, FEES OR OTHER CHARGES

The District Board shall adopt a schedule of rates, fees or other charges for the use of the services, facilities and products of the District to be paid by each Customer which may be

connected with or provided service by the District. The adoption of rates, fees or other charges shall be controlled by the District's Charter.

A current schedule of rates, fees or other charges shall be posted on the District's website, the Customer Service website and made available to a Customer upon request.

1.9 CHANGES IN RATES, FEES OR OTHER CHARGES

The resolution for the adoption of rates, fees and other charges shall have an effective date. Cycle billings that straddle the effective date shall have usage allocated based on pre- and post-effective date cycle billing days. The new adopted rates shall be applied to the post-effective date cycle billing days.

1.10 BASE READINESS CHARGE

Upon service activation, the Customer will be billed and is obligated to pay minimum monthly fees for service availability, whether or not consumption has occurred. The minimum monthly fees, identified as Base Readiness Charge, are necessary to recover the ongoing expenses required to keep service available to the property. Accordingly, upon discontinuance of service to a property, these minimum monthly fees will continue to accrue (excludes permanent disconnects). Charges are assessed per ERU. Failure to pay these fees within sixty (60) days may result in a claim of lien being filed on the property in accordance with the provisions of this Policy.

When an account is classified as inactive, all charges, including Base Readiness 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 Readiness Charges accrued through the date of the sale; the purchaser is responsible for all Base Facility Charges accruing after the date of the sale. When water use restrictions are implemented by South Florida Water Management District (SFWMD), a surcharge, as may be approved by the Board, will be applied to all water customers. This surcharge is applicable when the SFWMD imposes water use restrictions which curtail days or time of day during which customers of the District may irrigate their properties, or otherwise restrict the volume of water that may be permissibly utilized for irrigation.

Base Readiness Charges shall not be assessed if the meter has been removed from the property by the District and the structures on the property have been demolished as these accounts shall be considered inactive and closed. It is the responsibility of the property owner to advise Customer Service that a demolition has occurred.

1.11 LIMITATION OF USE

Utility service purchased from the District shall be used by the Customer only, and the Customer shall not sell or otherwise dispose of such service supplied by the District. In no case shall Customer, except with the written consent of the District, extend piping across a street, alley, lane, court, property line, avenue or other way, in order to furnish utilities service for adjacent property, even if such adjacent property is owned by him (in these cases, a properly executed and recorded Unity of Title will be required).

A Customer receiving Potable Water service from the District shall not interconnect the Potable Water plumbing system with any other water supply system, Wastewater system, or other system which has the potential to contaminate the District's Potable Water system.

A Customer receiving Wastewater service from the District shall not interconnect his/her internal Wastewater plumbing system with any other private water supply system.

In case of such unauthorized extension, re-metering, sale or disposition of service, said Customer's service is subject to immediate discontinuance and the provisions of Section 1.21.

1.12 CONTINUITY OF SERVICE

The District will at all times use reasonable diligence to provide continuous service, and having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous service. The District shall not be liable for any act or omission caused directly or indirectly by labor troubles, accidents, litigation, breakdowns, shutdowns, repairs, adjustments, acts of sabotage, wars, Federal, State, Municipal or other Governmental legislation, regulation or other interference, acts of God or other causes beyond its control.

1.13 INSTALLATION BY CUSTOMER

(1) Customer's installation are subject to permitting by the City's Community Department – Building and Inspections Division.

(2) The Customer's pipes, apparatus, and equipment shall be selected, installed, used and maintained in accordance with the standard practices, conforming with Building Code and the Standards of the District subject to full compliance with all laws and governmental regulations applicable to same. The District 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 which is not properly constructed, controlled, and protected, or which may adversely affect the water service. The District reserves the right to discontinue or withhold water service to such apparatus or device.

1.14 CHANGE OF CUSTOMER'S INSTALLATION

Changes or increases in Customer's installation, which will materially affect the proper operation of the pipes, mains, or pump stations of the District, shall not be made without written consent of the District. The Customer will be liable for any change resulting from a violation of this rule.

Changes to the Customer's service installation deemed necessary by the District will be made at the District's expense. If requested by the Customer, or if a Customer's service installation needs to be moved due to Customer's construction (i.e., driveway), said changes will be at Customer's sole cost and expense and will be charged "At Cost."

If the change is requested to replace an inadequate or oversized meter or service line, the District will have such proper sizes installed. Costs for such installation will be borne by the Customer "At Cost."

1.15 INDEMNIFICATION

Under certain circumstances, field conditions may require the Customer to place facilities, structures, landscaping and/or other encroachments over, upon or across utility easements, rights-of-way or other access facilities or to seek a modification from the District's standard easement requirements. In consideration of a Customer's encroachment existing or continuing within a utility easement and to induce the District to allow such encroachment or to modify standard easement requirements, the Customer shall agree to indemnify and hold the District harmless from any and all damage, including but not limited to, total destruction of such encroachment that may result from the District's use of any utility easement or right-of-way. Such indemnification shall be in the form as set forth in an indemnity agreement. The District Director or designee shall have the authority to execute indemnity agreements hereunder on behalf of the District.

1.16 INSPECTION/ACCESS TO CUSTOMER'S PREMISES & INSTALLATIONS

(1) All Customer's service installations and/or changes shall be inspected during installation and/or changes and upon completion by the Building Inspector, District and/or competent authority to ensure that 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 municipal or other governmental inspection is required by local rules or ordinances, the District cannot render service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the District. The District reserves the right to inspect Customer's installation prior to rendering service and from and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(2) The duly authorized agents of the District shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, repairing and inspecting or removing District's property, reading meters and other purposes incident to performance under or termination of the District's agreement with the Customer, and in such performance shall not be liable for trespass. In certain circumstances where it is necessary to repair or service property owned by the Customer, the Customer shall be asked to sign the release shown at "Exhibit C".

1.17 PROTECTION OF DISTRICT'S PROPERTY

The Customer shall exercise reasonable diligence to protect the District's property on the Customer's premises, and shall not knowingly permit anyone but the District's agents, or persons authorized by law, to have access to the District's meters, pipes and apparatus. In the event of any loss, or damage to property of the District caused by or arising out of carelessness, neglect, abuse or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer. The District may discontinue service until all costs are paid in full.

1.18 POTABLE WATER AND/OR WASTEWATER SERVICE AVAILABILITY PER REGULATION

Whenever Potable Water and/or Wastewater service is available to a property, the property owner shall connect all available services to the property if required by local, state or federal regulation.

1.19 RECORDING

The District is authorized to record, and the Clerk of Courts to accept for recording, all easements, rights, indemnities, deeds, liens, maintenance agreements, Unity of Title or permits granted, acquired, or authorized pursuant to the provisions of this Policy.

1.20 RIGHTS-OF-WAY OR EASEMENTS

The Customer shall grant or cause to be granted to the District, and without cost to the District, any rights or easements or permits which are necessary for rendering service to or through the Customer's property. Should the Customer receive service without delivering the District a recorded easement, the Customer shall, upon request, provide the District with an easement at no cost to the District in a form acceptable to the District, and the easement shall be recorded.

1.21 WASTEWATER BACKUP

Most Wastewater backups are caused by plugging of the Customer's service line by deleterious objects such as tree roots which have grown into the service line. The following procedures will apply:

- (1) The District will respond and investigate the cause of the backup, clearing the District's Wastewater line obstructions, if any, up to the Point of Service.
- (2) If the District's Wastewater line is clear, the District will so advise the Customer, and the Customer will be responsible for any work required on the Customer's side of the Point of Service.

1.22 UNAUTHORIZED CONNECTION, USE, OR TAMPERING

The unauthorized connection to, use of, or tampering with the District's water or wastewater shall be punished in accordance with Policy.

It shall be a violation for any person, without the written consent of the District:

- (a) To tamper, alter, meddle with, injure, remove, bypass or otherwise hinder or disturb, or to cause, permit, suffer, let or allow to be tampered, altered, meddled with, injured, removed, bypassed or otherwise hindered or disturbed, any District asset, in such a manner as to cause loss or damage; or to prevent any meter installed for registering water or wastewater from registering the quantity which would otherwise pass through the same; or to alter or break the wire lock or seal of any such meter; or in any way to hinder or interfere with the proper action or just registration of any such

meter or device; or to use, waste, or suffer the waste, by any means, of water or wastewater passing through any District asset, after such District asset has been tampered, altered, meddled with, injured or otherwise hindered or disturbed; or

(b) To introduce any material of any kind whatsoever into any portion of the utility system, regardless of whether or not it could contaminate the utility system; or

(c) To make or cause, permit, suffer, let or allow to be made any connection with a District asset in such manner as to use, without the written consent of the District; or to cause to be supplied any service, from the District to any person, firm, or corporation through any orifice, faucet, or other outlet whatsoever, without such service being reported for payment or such water or wastewater passing through a meter provided by the District and used for measuring and registering the quantity of water or wastewater passing through the same.

In those instances where a violation of this Policy (a) results in the unauthorized provision of service to any dwelling unit, place of business, or other building with a service account with the District, or (b) is otherwise related to a District asset connected with a service account, the fees adopted by the District, shall be imposed on said service account. In addition, said service account shall be subject to discontinuance until such violation is discontinued, full payment is made for the fee, full payment is made for such unpaid service calculated on proper classification and rate schedules, and reimbursement in full is made to the District for any extra expenses incurred by the District as the result of such unauthorized use, including administrative costs, testing and inspection costs, court costs, and attorney's fees at both the trial and appellate levels. The failure to pay any fees in accordance with this Policy shall render the account delinquent under this Policy which may result in discontinuance of service and the recording of a lien against any property for which a service account exists.

In those instances where a violation of this Policy (a) results in the unauthorized provision of service to any dwelling unit, place of business, or other building which does not have a service account with the District, or (b) is unrelated to the unauthorized provision of service to any dwelling unit, place of business, or other building, violators shall be subject to all fees set forth in this Policy for such violation(s) and shall also make full reimbursement to the District for any extra expenses incurred by the District as the result of such violation(s), including without limitation, administrative costs, testing and inspection costs, court costs, and attorney's fees at both the trial and appellate levels. The District also reserves the right to pursue any and all legal remedies against such violators including, but not limited to, prosecution for civil theft. In addition, should any individual cited under this section for the unauthorized provision of service to a dwelling unit, place of business, or other building desire to open a service account with the District for said dwelling unit, place of business, or other building, said individual shall, prior to service initiation, be required to reimburse the District for unpaid service calculated on proper classification and rate schedules, and also make full reimbursement to the District for any extra expenses incurred by the District as the result of such unauthorized use, including administrative costs, testing and inspection costs, court costs, and attorney's fees at both the trial and appellate levels.

Nothing contained in this Policy shall prevent the District from taking such other lawful actions as are necessary to prevent or remedy any violation of this article including filing criminal charges.

1.23 POLICY DISPUTE

Any dispute between the District 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 District Board, unless such responsibility has been specifically otherwise delegated by the Board.

2.0 BILLING AND SERVICE

2.1 ACCOUNT DEPOSITS

(1) Account Deposit Policy

Each new Customer, unless specifically exempted below, shall be required to place on deposit with the District an Account Deposit. The Account Deposit is intended as security for payment of any bill and is refundable to the Customer, less final fees, as stated herein. Payment of an Account Deposit does not prevent the District from discontinuing service for non-payment of a past due balance even though the Account Deposit would cover the indebtedness. The date a deposit is accepted is the date that the current account commences in the name of the customer placing the deposit.

(2) Residential Account Deposit Requirement:

- (a) An Account Deposit shall be required for each dwelling unit.
- (b) The Account Deposit for owner-occupied property shall be calculated based upon and equal to a recent three month billing or an average three month billing for an ERU. Single-Family residential Customers utilizing an over-size meter shall be required to place an Account Deposit based upon meter size.
- (c) The Account Deposit for a tenant of a leased property shall be calculated based upon and equal to a recent four month billing or an average month billing for an ERU. Single-Family residential Customers utilizing an over-size meter shall be required to place an Account Deposit based upon meter size.
- (d) For residential developments or associations using master meters, the Account Deposit shall pay the Account Deposit for a 5/8" x 3/4" meter times the number of dwelling units or an average three month billing whichever is greater.
- (e) Bi-annually, the District shall perform a deposit analysis and adjust Residential Account deposits accordingly.

(3) Non-Residential Account Deposit Requirement:

The amount of the Account Deposit shall be based upon meter size. Deposits on hydrant meters must be paid prior to issuing the meter.

(4) Existing Account Deposits:

In the event of an increase in the Account Deposit requirement, existing Customers shall not be required to increase their account deposit unless the Customer has been delinquent in the previous six-month period.

(5) Additional Deposits:

When an account becomes chronically delinquent, an additional deposit will be assessed according to previous usage history and based upon average actual monthly billings available (for previous 12 months period), times two (x2).

(6) Exceptions:

Agencies of the federal, state or local government are exempt from Account Deposits. Charitable, not for profit entities, and quasi-governmental agencies are required to have an Account Deposit.

(7) No Interest on Account Deposits:

No interest will be paid on Account Deposits. Interest earned on these deposits will be utilized to offset ongoing expenses associated with meter reading, billing, Customer service, and collection of fees.

(8) Account Deposit Refund:

Upon closing an account, an Account Deposit will be applied to the final bill, and a refund check issued for the balance of the deposit.

(9) Account Deposit Transfer:

An Account Deposit will not be transferred for the same Customer to a new service address but will be applied to the final bill, and a refund check issued for the balance of the deposit, provided that no other outstanding monies are owed at the time for other accounts for the same Customer.

2.2 TRANSFER OF SERVICE

Utility service may be transferred from one Customer to another upon the written request of either the outgoing or incoming Customer. In the absence of a request for transfer of service, the water service will be locked off on the date requested by the outgoing Customer. In the event the new occupant information is not provided to the District, the property owner shall be deemed the Customer for purposes of billing by the District. Base Readiness Charge will continue to accrue and become the responsibility of and be billed to the property owner. An Account Reactivation Fee will be billed when said service is reactivated and the meter is unlocked.

The District reserves the right to obtain owner information from either the Property Appraiser's file or other sources for the purpose of complying with the billing requirements of

Section 2.6. The date of account transfer will be the date of ownership, occupancy, or vacancy change as determined by the District through such sources.

In the case of a deceased or divorced account holder, the existing account can be transferred into the name of the owner of record and will require proper documentation.

2.3 TRANSFER OF BALANCE

The District will transfer an outstanding balance from a closed account to a Customer's active account, and this outstanding balance will become due on the next month's billing along with their current charges, provided that the outstanding balance is not delinquent.

2.4 MOBILE HOMES

Where service is being provided to a leased lot in a mobile home park, the owner of the mobile home is responsible for the monthly billing, including the Base Readiness Charge, for fees incurred while the mobile home is present on the lot and/or the mobile home owner continues to pay lot rental. However, if the service has been disconnected for at least 60 days, an account will be opened in the property owner's name for payment of Base Readiness Charge.

2.5 BILLING CYCLE

All meters will be read on a monthly basis with billing performed on a monthly basis. A separate monthly bill will be generated for each installed meter, and master meters will not be sub-billed.

Billing cycles shall be regular and consistent. There shall be no more than five and no less than three billing cycles per month. The District shall develop a standard billing cycle calendar that shall provide no more than a three business day window for the meter reading process for each cycle and no more than a five business day window for issuance of the billing cycle invoices.

Each Customer shall be billed twelve times per year, with a billing cycle consisting of approximately one month dependent upon weather, holidays, access to meters, work force availability, or other items out of the District's control. No Customer shall be billed for less than 28 calendar days and no more than 34 calendar days in any billing cycle.

A utility bill will be provided to the Customer each month. The District must receive payment by the bill due date to insure proper credit to the account prior to the next bill. Non-payment prior to the beginning of the next billing period shall result in the unpaid amount being carried forward as a past-due balance. Bills will be rendered monthly and shall be considered as received by the Customer when provided to their service or mailing address, as requested by the Customer. Non-receipt of bills by the Customer does not release nor diminish the obligation of the Customer with respect to payment thereof. The property owner shall notify the District of any billing address changes.

All accounts that have not been permanently disconnected shall be billed Base Readiness Charge on a monthly basis, irrespective of actual usage, to compensate the District for the fixed and non-variable costs of operating the Utility.

2.6 ENFORCEMENT OF COLLECTIONS

The District will diligently enforce its rights to receive the gross revenues and will diligently enforce and collect the fees, rates, rentals and other charges for the use of the products, services and facilities of the District. The District will not take any action that will impair or adversely affect its right to levy, collect and receive gross revenues or impair or adversely affect the rights of bondholders. The District is unconditionally and irrevocably obligated, so long as any debt is outstanding and unpaid, to take all lawful action necessary or required to continue to entitle the District to receive the gross revenues.

2.7 NO FREE SERVICE

Unless otherwise provided by law, the District will not render or cause to be rendered any free service of any nature by its System, or any part thereof, nor will any preferential rates or charges be established for users of the same class, and in the event the District or the City, or any department, agency or officer or employee thereof, shall avail itself of the System or services provided by the System, or any part thereof, the same rates, fees and charges applicable to other customers receiving like services under similar circumstances shall be charged.

2.8 DELINQUENT ACCOUNTS

A Customer who has not paid in full any month's bill by the due date stipulated on the bill, is considered delinquent, shall be disconnected and incur Past-due Fees. Restoration of service to a Customer following service disconnection may be completed within one business day after satisfaction of the past-due balance at that service address by that Customer. The District will use all remedies available under Florida Law to collect on a delinquent account. The District will pursue any reasonable and necessary credit and collection procedures as a result of the Customer's non-payment of the account balance, including utilization of Credit Bureau services and credit and collection agencies, and the imposition of a lien on the Customer's property. Any Account Deposit will be applied to the past due bill prior to sending the account to a collection agency.

In the event Customer controlled obstacles prevent District staff access to disconnect a meter, service will be disconnected at the street and a \$1,000 service fee will be assessed to the Customer. Restoration of service to a Customer following service disconnection may be completed within one business day after satisfaction of the past-due balance at that service address by that Customer

Should wastewater only service need to be disconnected due to the Customer's non-payment, the District will make such disconnection on the District's side of the Point of Service. Reconnection to the system will require pre-payment for the estimate of all costs to be incurred ("At Cost" basis). This section is in addition to all rights of termination provided to the District under Section 159.17 Florida Statutes. Any subsequent service to the same service address for a different Customer will be considered a new account and all appropriate

fees will apply. The District will use all remedies available under Florida Law to collect on a delinquent account. The District will pursue any reasonable and necessary credit and collection procedures as a result of the Customer's non-payment of the account balance, including utilization of Credit Bureau services and credit and collection agencies, and the imposition of a lien on the Customer's property. Any Account Deposit will be applied to the past due bill prior to sending the account to a collection agency.

Pursuant to the provisions of Florida Statutes Section 180.135 as may be amended from time to time, the District shall not refuse services, or discontinue Potable Water or Wastewater services to the owner of any rental unit or to a tenant or prospective tenant of such rental unit for non-payment of service fees incurred by a former tenant of the rental unit; and any unpaid service charges incurred by a former tenant shall not be the basis for any lien against the rental property except to the extent that the present tenant or owner has benefited directly from the service provided to the former occupant. This paragraph applies only when the former occupant of the rental unit contracted for such services with the District.

2.9 DISHONORED PAYMENTS

When the District receives notice of a dishonored payment, the transaction will be reversed and a Dishonored Payment Fee, a past due fee, and accrued interest will be applied to the Customer's account. Utility services may be disconnected without notice. If a Customer has more than one dishonored payment in any previous twenty-four (24) month period, the Customer will be required to make subsequent payments in cash, money order, bank draft, or certified funds for a period of not less than twenty-four (24) months. At that time, if a good payment practice has been maintained, all other types of payment privileges will be reinstated.

2.10 PARTIAL PAYMENTS

When payment has not been received in full, service shall be refused and/or disconnected. Service will not be reactivated on the basis of partial payment when service has been disconnected unless arrangements have been made with the District in advance.

Partial payments received for monthly Customer billings shall be applied by to outstanding balances on the following priority basis 1) Stormwater, 2) Miscellaneous Charges, 3) Fire Line/Sprinkler Service, 4) Hydrant Meter, 5) Hydrant Service, 6) Irrigation Service, 7) Trash Service, 8) Wastewater Service and 9) Water Service.

2.11 SERVICE INTERRUPTION LIABILITY

There shall be no liability of any kind against the District for service interruption or disconnection due to the Customer's failure to pay any bill in full and on time.

2.12 DISPUTE RESOLUTION

The District has a multiple step Customer Service process for resolving billing or termination disputes. Customers may register a dispute via the District's website, a telephone call to a Customer Service employee or in person at the Customer Service counter. Customers shall

provide account information, contact information and as much detail as possible as to the matter of the dispute.

The steps in the dispute resolution process are as follows:

- (1) All disputes will first be reviewed by a Customer Service Representative (CSR). Disputes shall be prioritized and handled by priority level. All disputes of the same priority shall be handled in order of receipt.

CSR's shall have available to search written procedures, policies and a knowledge base. CSR's shall be able to correct records, take Customer payments and issue work orders for service. CSR's shall have the full authority to resolve all matters within their written scope of authority.

If a CSR is unable to resolve a dispute, the CSR shall escalate the matter to the Customer Service Supervisor (CSS).

- (2) The CSS shall review all disputes escalated by the CSR's. The CSS shall review the Customer account and dispute records and, if necessary, seek additional information from the Customer, the CSR or the knowledge base in order to resolve the dispute. The Supervisor shall have all authority to resolve disputes unless an authority level is specified to a superior.

If a CSS is unable to resolve a dispute, the CSS shall escalate the matter to the Customer Service Manager).

- (3) The Manager shall review all disputes escalated by the CSS. The Manager shall review the Customer account and dispute records and, if necessary, seek additional information from the Customer, the CSR, the CSS or the knowledge base in order to resolve the dispute. The Manager shall have all authority to resolve disputes unless an authority level is specified to a superior. The Manager may consult with the District Director and/or the Director of Finance and Administrative Services in reviewing the dispute.

If the Customer is not satisfied with the dispute resolution as provided by the Manager, the Customer may appeal the Manager's decision and request an Administrative Hearing as provided by this Policy. An Administrative Hearing shall not be granted until all prior tiers of the dispute resolution process have been completed.

2.13 ADMINISTRATIVE HEARINGS

- (1) Administrative Hearing Board. The District shall establish a Utility Special District Administrative Hearing Board ("AHB"). The AHB has the power to hear and review disputes relating to the correctness of utility bills, the imposition of utility fees as outlined in this Policy, and challenges to termination of service. The AHB will only consider matters presented to the District during the dispute resolution process, above.

- (2) Composition. The AHB shall be composed of three (3) members. One (1) member shall be designated or appointed by the Board. One (1) member shall be the Assistant Finance

Director or his/her designee. One (1) member shall be the Director of the Utility Special District or his/her designee.

(3) Standard of Review. The Customer shall have the burden of providing substantial, competent, evidence that he or she is entitled to relief. The AHB shall have no authority to alter the Policy or utility fees approved by the Board.

(4) Procedure to Request Hearings.

(a) A Customer may, in writing, request a hearing before the AHB within five (5) business days of service disconnection or within six (6) months of the due date of the contested bill. The non-refundable Administrative Hearing Fee of \$50.00 must be paid to the District with the request for a hearing. Customers eligible for the Senior Utility Assistance Program shall be exempt from the Administrative Hearing Fee. A hearing will not be scheduled until the Administrative Hearing Fee is paid.

(b) Disputed charges are limited to a one-time protection of the account from turn-off for delinquency. However, failure to pay the required fee will result in disputed charges becoming due and payable. If the hearing requirements are not met, the Customer may still request subsequent hearings for the same charges; however, the Customer will be responsible for the payment of the disputed charges to avoid service disconnection until a final decision is rendered by the AHB.

(c) Upon receipt of the request for hearing and payment of fee, the District shall set a time, date, and place for the hearing. The District will schedule the hearings during the normal business hours of the District. The District will provide an agenda for the AHB's consideration. District staff will pre-screen the scheduled cases and prepare information packets that include facts and recommendations upon which the AHB may make its decision. The staff report shall be incorporated into the record of the hearing. The AHB may consider any type of billing dispute where the Customer is not satisfied with the District's dispute resolution process set forth in this Policy. The District shall provide the Customer written notice of the time, date and place of the hearing by certified mail, return receipt requested, no later than ten (10) days prior to the date of the hearing. Failure of the Customer to appear at a duly noticed hearing shall be deemed a waiver of the right to a hearing and the case shall be dismissed by the AHB unless appropriate documentation is provided to explain the reason for not attending and a new hearing request is made within forty-eight (48) hours of the originally scheduled hearing. In the event the Customer is unable to attend the hearing in person, the Customer may request that his/his case be heard by telephone or submit a signed statement and provide documentary evidence prior to the hearing which shall be considered by the AHB in reaching its decision. The Customer shall also be entitled to one (1) hearing postponement if the Customer submits a request for postponement in writing or verbally to the District forty-eight (48) hours prior to the hearing.

(5) Conduct of Hearings

(a) Order of Hearings.

- (1) The District may schedule multiple cases to be heard by the AHB on the same day.
- (2) All persons who will be giving testimony at the hearing, including the Customer and District staff, shall be sworn.
- (3) The Chair of the AHB may introduce the AHB members and provide a brief background of the hearing process at the beginning of the meeting.
- (4) The Customer shall present his/her case, which may include submission of evidence and testimony of witnesses.
- (5) The District staff shall present the District's case.
- (6) Cross-examination of witnesses.
- (7) Discussion/question and answer period.
- (8) Deliberation and formal determination.

(b) Record of Proceedings. Hearings shall be audio recorded by the District. All evidence admitted at the hearing and the written decision of the AHB shall be maintained by the District in a separate file constituting the record of the case. The Customer may request a copy of the audio recording.

(c) Rules of Evidence. The formal rules of evidence do not apply, but fundamental due process shall be observed. The Chair of the AHB may exclude testimony or evidence that he or she finds to be irrelevant, immaterial, or unduly repetitious, but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in trial in the courts of Florida.

(d) Cross-examination. The AHB may inquire of or question any witness present at the hearing. The Customer and District staff shall also be permitted to inquire of or question any witness present at the hearing.

(e) Decision of the AHB. The AHB shall orally render its decision based on the testimony and evidence presented at the hearing at the conclusion of the hearing. The AHB's objective is to resolve each dispute by rendering a decision which is just and equitable to both the Customer and the District. The AHB may apply the Excessive Usage Credit, as defined in Section 2.19 herein, to eligible Customers. High utility bills which result from an apparent or deliberate act of the Customer shall not be considered grounds for relief. In addition, an inability or unwillingness to pay as a consequence of permanent or temporary financial hardship of the Customer shall not be considered grounds for the reduction of a utility bill or fee; however, the AHB may establish a payment plan which provides for required payments on an interest-free basis for a period up to one (1) year. The written decision of the AHB shall be mailed to the Customer within thirty (30) calendar days of the hearing.

(f) Final Action. The decision of the AHB shall constitute the final decision of the District.

(6) Open Deliberations. Hearings before the AHB are public meetings and shall be open to the public at all times. The AHB shall conduct its deliberations and vote on all matters before it at the public meeting.

(7) Ex Parte Communications. An ex parte communication is any written or oral communication with an AHB member other than one made on the record at the time of the hearing. AHB members should not engage in ex parte communications regarding any issue which may be heard by the AHB. If a written communication is received by an AHB member concerning an application or a pending case, the communication shall be disclosed and made part of the record prior to the final action on the matter.

2.14 ADJUSTMENT OF BILL FOR METER ERROR

A Customer may request a meter calibration subject to the applicable fees. In meter tests made by the District, the accuracy of the meter and its performance in service shall be judged by its average error rate. The average meter error shall be considered to be the over all average test rate flows for low, medium and high flows in accordance with the American Waterworks Association (AWWA) Standards.

Fast Meter - Whenever a meter tested is found to register fast in excess of the tolerance provided in the AWWA standards, the District shall credit the Customer's account in the amount billed in error for one-half the period since the last test; said period not to exceed twelve (12) months except that if it can be shown that 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. The credit shall be exclusive of any minimum fee.

Slow meter - Whenever a meter tested is found to register slow in excess of the tolerance provided in the AWWA standards, the District may back bill. The District 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 District may back bill only for the lesser period of time. 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 bill.

Non-Registering Meter - In the event of a non-registering meter, the Customer shall be billed on an estimated basis on similar usage.

2.15 ADJUSTMENT OF BILL FOR BILLING ERROR

The District will provide Customer account adjustments for the services which were billed but were not provided to the Customer. Said account adjustments will not exceed three (3) years and will be further limited to the current Customer's account.

The District will also provide Customer account adjustments for services which were provided but were not billed to the Customer. Said account adjustments will not exceed three (3) years except for unauthorized connection, use, or tampering by the Customer. In instances where the District finds cause, said account adjustments will be made from the date the

services were first provided but not billed. In either event, the account adjustments will be limited to the current Customer's account.

2.16 ADJUSTMENT OF BILL FOR LEAKS AT THE METER

Excess water usage due to a leak on the Customer's side of the meter is the responsibility of the Customer. The City will review each case and may apply a credit against the wastewater portion of a monthly bill if the Customer is able to substantiate that leak existed and that the leak has been repaired. Credits shall be limited to the actual wastewater charge less the Customer's average wastewater charge.

The Customer shall not be responsible for leaks at or within three feet of the meter box if the meter has been changed out or repaired by the District within the preceding three months and the cause of the leak cannot reasonably be attributed to actions by the Customer.

2.17 FILLING RESIDENTIAL SWIMMING POOLS

Customers shall notify the District prior to draining and refilling a residential swimming pool. Upon notification:

- (1) Average monthly usage greater than 10,000 gallons per unit per month - District staff shall retrieve readings before and after the filling of a pool. Wastewater charges will be adjusted for pre- and post-readings. No adjustment shall be provided for water usage.
- (2) If average is less than 10,000 gallons per unit per month – District staff shall adjust wastewater charges based on the usage average. No adjustment shall be provided for water usage.

2.18 ADJUSTMENT FOR DAMAGE DUE TO ACTS OF NATURE

The District will credit the customer for high usage using the same calculation method as an Excessive Usage Credit (EUC) as described in Section 2.19 if the customer can provide documentation such as a copy of the insurance claim for water damage caused by a broken line, pictures of an uprooted tree, etc., resulting from acts of nature. This does not include broken lines as a result of root intrusion. An adjustment under this section may only be requested once in a rolling twelve month period.

2.19 EXCESSIVE USAGE CREDIT (EUC)

To avoid the time and expense of an administrative hearing regarding a disputed abnormally high utility bill, an Excessive Usage Credit is provided by the District at the Customer's request for Customers meeting the following criteria:

- (1) The abnormally high usage for any one monthly billing cycle where the actual meter reading is four times the average monthly usage for the prior calendar year for the Customer at the specific service location (or in the event the service location has

less than twelve months' usage history, the average usage for the months available for the same customer); and

(2) The total usage during the monthly billing cycle on the Customer's billing in question exceeds 10,000 gallons; and

(3) The abnormally high usage is not the result of an apparent or deliberate act of the Customer such as pool filling, frequent use of sprinklers, or hoses left running; and

(4) The EUC is limited to one time within a three-year period on a specific account.

(5) The billing in question has occurred within the past six months.

The EUC for residential and non-residential Customers will be applied to all water commodity charges over the Customer's average usage. The Customer is responsible for paying the full cost of his/her average usage plus the lowest tiered rate for any additional gallons above his/her average use. The lowest tiered rate represents the minimum cost of treating Potable Water. In the event a Customer has a subsequent high bill within the same three-year period, at the District's discretion, the initial EUC may be reversed and substituted with the subsequent EUC.

2.20 OTHER WATER COMPLAINTS

(1) When a Customer presents a complaint to the District the District shall immediately investigate the complaint. During the investigation the Customer shall be instructed to pay an amount equal to the prior month's bill and the District shall estimate the Customer's ongoing monthly bill by averaging the last 12 months water usage as a basis. The average amount shall be billed for water and sewer service until the investigation is complete.

The District shall not assess penalties or past-due fees during the investigation period. The Customer is still required to pay a monthly utility bill, not the disputed amount, until the investigation is completed. The Customer shall not be requested to sign a payment plan during the investigation period.

(2) If the investigation reveals that the Customer was over billed due to incorrect reported usage, then the billing shall be adjusted accordingly on the Customer's next bill if the adjustment amount approximates the average monthly bill. If the amount is at least twice the average monthly bill, the Customer shall have the option of either having an adjustment made or being reimbursed for the overage.

(3) If the investigation reveals that the Customer was correctly charged, then the Customer shall have the number of months that the charges were deferred to pay the deferred balance owed. Alternatively, the Customer may enter into a payment plan with the District.

2.21 “PROMISE TO PAY” PAYMENT PLANS

The District shall provide the Customer the opportunity for a payment plan in extreme events where the Customer does not have a EUC available or an applied EUC still leaves a significant balance due. The Customer’s account must otherwise be in good standing, the payment plan shall not exceed six (6) months, and failure to pay in accordance with the payment plan will result in the account being placed in a delinquent status and the outstanding balance on the account being due in full.

2.22 ADMINISTRATIVE CREDITS

At the discretion of the Director of Finance & Administration, credits may be applied to accounts based on unusual and extenuating circumstances which shall be explained in the account comments.

2.23 TEMPORARY DISCONNECT

A temporary disconnect will be honored if the Customer so requests, but said Customer will be billed and must pay monthly Base Readiness Charge. In addition, an Account Reactivation Fee will be assessed when full service is restored. The District shall not refund an Account Deposit during a temporary disconnect period.

2.24 PERMANENT DISCONNECT

A contractual relationship is understood to exist wherein the District is required to provide, operate and maintain the extensive facilities to serve the Customer, on demand, and the Customer, in turn, is required to pay certain initial fees and minimum monthly fees to help maintain a viable Potable Water and/or Wastewater system. A property Owner may elect to relinquish this right to such capacity/service by releasing the District from its obligation to provide such capacity/service by notifying the District, in writing utilizing the “Request for Permanent Disconnect Form,” of the Customer’s intention to permanently disconnect from the District’s system. The “Request for Permanent Disconnect” must be accompanied with proof that there is no longer a dwelling or other structure on the property.

2.25 AUTHORITY TO LIEN PROPERTY FOR UNPAID FEES

- a) Pursuant to sections 159.17 and 166.021, Florida Statutes, the District shall have liens on all lands or premises served by its water and wastewater systems for all service charges and fees until paid, which liens shall be prior to all other liens on such lands or premises except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes.
- b) Pursuant to section 695.01, Florida Statutes, the District is not required to record the aforementioned liens in official records; however, when such liens are delinquent for sixty (60) days or more, the District may record or have recorded in the official records in and for Palm Beach County, a written Claim of Lien lien which may include all unpaid amounts, accruing unpaid amounts, interest, court costs, attorney’s

- fees and recording fees. The District shall not record a Claim of Lien if the amount of the lien is less than \$250.00.
- c) The City Clerk or his or her designee has the authority to execute and record a Claim of Lien for the District, related satisfactions, and releases of invalid or inappropriately recorded Claims of Lien. Said Claim of Lien shall contain the name of the property owner; the address or legal description of the real property; and, the tax or parcel identification number as indicated by the real property assessment roll maintained by the Property Appraiser of Palm Beach County.
 - d) Since the District has a lien on all lands or premises served by its water and wastewater systems for all service charges and fees until paid_(which may or may not be reflected in a recorded Claim of Lien), all potential property owners, purchasers, assigns and subsequent parties-in-interest of real property within the District's service area should obtain or request a lien search from the City Clerk in order to determine if the District has a lien on specific real property. Failure to obtain a lien search may result in a subsequent owner, purchaser, assign or party-in-interest being liable for a prior owner's delinquent fees and charges.
 - e) If a Claim of Lien is recorded and not paid in full within 30 days of said recording, the District may foreclose such Claim of Lien in the manner provided by Florida law for the foreclosure of mortgages on real property.

2.26 STATUS AND ENFORCEMENT OF LIENS

Any lien filed pursuant to the provisions of this Policy shall be prior to all other liens on such land and premises except the lien of state, county and municipal taxes and shall be on parity with the lien of such state, county and municipal taxes until fully paid and discharged, said fees, late fees, and interest accrued thereon. Such liens, when delinquent for more than 30 days, may be foreclosed by such municipality in the manner provided by Florida law for the foreclosure of mortgages on real property.

2.27 CROSSED SERVICE LINES/INCORRECT BILLINGS

In the event that Customers cross Potable Water service lines on private property which leads the District to obtain incorrect readings, the District will assume no liability for repaying or collecting monies due from the affected parties. The District, however, reserves the right to adjust the bills of the affected parties.

2.28 FINAL BILLS LESS THAN \$5.00

Upon termination of service, a final balance of less than or equal to \$5.00 will not be billed to the Customer. Also, any credit balance of less than or equal to \$5.00 will not be refunded unless specifically requested by the Customer.

2.29 NON-SERVICE ACCOUNTS/ACCOUNTS IN COLLECTION

Fees shall not be applied to Non-Service Accounts or accounts in collection. Past due fees shall be applied to Non-Service Accounts but do not accrue on accounts after they are turned over to the District's collection agency.

2.30 REFUNDS

There are two types of events that could result in the need of the District to refund a Customer. The refund policy depends on the type of event.

1) Refund due to an overpayment on an active utility account

Refunds on overpayments are not made automatically. Generally, if an overpayment occurs it will be applied to the next bill. At the customer's request, a refund check will be processed within 15 working days or a credit will be applied to the customer's credit card. Refund checks will only be issued to account holders of record.

2) Refund due to an incorrect billing

If the investigation reveals that the Customer was over billed due to incorrect reported usage, then the billing shall be adjusted accordingly on the Customer's next bill if the adjustment amount approximates the average monthly bill. If the amount is at least twice the average monthly bill, the Customer shall have the option of either having an adjustment made or being reimbursed for the overage.

2.31 DOCUMENT RETENTION

All documents pertaining to a Customer's account shall be electronically linked to the account and held until the account is closed. Original copies of the documents shall be held and properly maintained in accordance with State of Florida Record Retention laws.

3.0 METERS

3.1 ALL POTABLE WATER THROUGH METERS

Meters are required on all Potable Water service connections irrespective of the size or nature of service. No property shall have access to or use of Potable Water without delivery through a meter. (see also Section 1.3 Service Initiation-New Customer and Section 1.12 Customer's Installation

Meter sizes are 5/8" x 3/4", 1", 1 1/2", 2", 3", 4", 6" and larger as necessary. Many of the District's fees are dependent upon meter size. It is the responsibility of the Customer to select the meter size that is appropriate for his/her expected demand. The District will advise Customers regarding meter selection. However, the District reserves the right to over-rule the Customer's selection if that selection is not compatible with the Policy and/or reasonable expectations of service demand for the connection. Duplex or similar meter schemes (two one-inch meters in lieu of one two-inch meter) will not be permitted. Differing types of uses (i.e., single family residential, non-residential, multi-family) shall require separate meters. A

separate water meter, however, is not required for laundry facilities serving only on-site multi-family tenants through a master-metered connection.

3.2 METERS - PROPERTY OF THE DISTRICT

All Potable Water and/or Wastewater meters shall be furnished, installed by and remain the property of the District, and shall be accessible to and subject to its control. The Customer shall provide meter space to the District at a suitable and readily accessible location, and when necessary, within or on the premises to be served, with adequate space for installations operation, maintenance and testing.

3.3 UNAUTHORIZED CONNECTIONS

Connections to the District's Potable Water and/or Wastewater system for any purpose whatsoever are to be made only by employees of or by persons authorized in writing by the District. Unauthorized connections render the service subject to immediate termination without notice and service will not be restored until such unauthorized connections have been removed and payment is made in full for all service, including appropriate service fees, and all other applicable fees.

3.4 METER ACCURACY REQUIREMENTS

All meters used for measuring quantities of Potable Water delivered to or Wastewater received from the Customer are to be in good mechanical condition and are to be appropriate in size and design for the type of service which they measure. Before being installed for the use of any Customer, every water meter, whether new, repaired or removed from service for any cause, shall be adjusted to register within the accuracy limits as specified in the AWWA standards for that meter. The Potable Water and/or Wastewater service rendered by the District, as measured by metering devices, shall be prima facie evidence of the quantity of water used by the Customer.

3.5 REQUEST FOR METER TEST BY CUSTOMER

Should any Customer request a bench test of their water meter, the District will require a written request to test and a fee to defray cost.

If the meter is found to register above of the accuracy limits prescribed under this Policy, the deposit will be refunded. If the meter is found to register within or below such accuracy limit, the deposit will be retained by the District as a service charge for conducting the test.

Further, upon written request of any Customer, the District 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.

3.6 INACCESSIBLE OR DAMAGED METERS

When a meter becomes inaccessible to read/maintain due to a Customer's actions, the District will advise the Customer in writing (certified mail, return receipt requested) and provide not less than 30 days to allow the Customer to correct the situation. The District will take action to correct the problem or discontinue service upon failure to comply. All costs accrued for work performed will be charged to the Customer.

3.7 CONSTRUCTION WATER METERS

All Potable Water used for construction purposes or any other approved purpose on a project must pass through a meter with an approved backflow prevention device which is installed on a fire hydrant. The District will install construction meters on specific hydrants and the Customer will be billed for all appropriate fees. Multiple construction meters shall not be installed on adjacent hydrants, and meters shall not remain in service at any one location for more than two years. Construction meters may only be moved by District personnel. Construction meters to be placed on new fire hydrants will not be installed until a "construction only release" is obtained from the Palm Beach County Health Department. The water through construction meters shall be considered non-potable and shall not be used for drinking or consumption purposes. "Construction water" may be used for non-potable applications such as temporary irrigation, testing of internal plumbing systems, flushing toilets in model homes, construction and/or sales trailers. The Developer shall post "Non-Potable Water – Do Not Drink" signs at all water outlets served with construction water. It is the responsibility of the Customer to inform the District when it is necessary to move the construction water meter from its current location. No connection or guaranteed revenue fees are required for construction meters. Construction meters shall be read and billed monthly. If the District cannot locate the construction water meter to read it on a monthly basis because it is not at the intended location, this is considered tampering and a \$400 tampering fee will be charged.

3.8 PORTABLE METERS

Portable fire hydrant meters will be provided for City of Riviera Beach department vehicles only. It is the responsibility of the user department to provide the District with an initial and annual Reduced Pressure Zone (RPZ) test and maintenance report. The user department shall also present to the District the portable meter for reading on a monthly basis to determine current consumption. If the meter is not brought in for reading or the District's RPZ requirements are violated, as set forth in this Policy, the portable meter will be retrieved by the District and future requests for a portable meter will be denied. The District will estimate consumption for the months when the meter is not brought in for a reading and the user department will be billed at the minimum specified estimate for that meter size.

3.9 POTABLE WATER IRRIGATION AND FOUNTAIN METERS

If the Customer chooses to irrigate with Potable Water, the Customer may do so through his/her main source meter and pay all commodity fees as appropriate for usage through that meter. Separate Potable Water meters will be allowed if the Customer's main source meter is not readily accessible to the area being irrigated. If a Customer chooses to install a fountain meter, all current fees will apply at the non-residential, water-only rate.

3.10 TEMPORARY METER AND TEMPORARY USE

The installation of a temporary meter shall be considered on a case by case basis and at the discretion of the District. Two situations may apply:

(1) Temporary Meter/Temporary Use:

- (a) The applicant shall pay all applicable non-residential fees (Water and Wastewater connection fees, guaranteed revenue and installation fees).
- (b) Prepaid connections shall not be utilized.
- (c) All fees paid are non-refundable.
- (d) Credit for this installation will not be allowed toward other service installations.

Upon termination of temporary use, the meter and box is to be removed, the account closed and the service line deactivated, removed or abandoned in its place as directed by the District.

(2) Permanent Meter/Temporary Use:

- (a) The applicant shall pay all applicable non-residential fees (Water and Wastewater connection fees, guaranteed revenue and installation fees). Model homes, including those used as sales centers, shall be subject to residential fees.
- (b) Prepaid connections shall be allowed and will be deducted according to anticipated future use. The difference in costs between future use and temporary use shall be paid at service initiation.
- (c) The Customer is responsible for notifying the District when the use has converted to residential.

All temporary Wastewater service lines shall be removed or abandoned at the discretion of the District.

The District may require that construction plans be prepared to reflect all necessary improvements. Plan Review and Inspection fees may apply.

3.11 PREVENTATIVE MAINTENANCE

The District shall perform preventative maintenance and meter exchanges on a regularly scheduled basis. In no event shall a meter, meter battery or other meter component be in service for a period in excess of 120 percent of the its estimated useful life.

- a) The District shall begin the preventative maintenance process once a meter, meter battery or other meter component has reached 90 percent of its estimated useful life.
- b) The District shall test meters using a statistical sampling methodology on meters in service for more than five years.
- c) The District shall identify mismatched components at the point of installation and data entry.
- d) Proposed system modifications will flag and prevent meter/register mismatches.
- e) The District shall make the process of meter/register verification a core component of each field visit.
- f) All Large meters, classified a 4" and larger, shall be field tested by District personnel or contractor(s) at least once every twelve (12) months. Records shall be maintained in a District database.
- g) Preventative maintenance shall be performed as needed to keep large meters functioning within AWWA standards.
- h) Operational issues shall be reviewed daily and addressed accordingly.
- i) The District shall develop a work order prioritization methodology with the following components:
 - a. Rapid issuance of work orders to field crews
 - b. Field issued work orders
 - c. Insuring parts and equipment is available
 - d. Insuring field personnel is trained and equipped to receive, respond, and report on work orders

**“EXHIBIT A”
CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
RESIDENTIAL APPLICATION FOR UTILITY SERVICE**

THE FOLLOWING INFORMATION IS BEING REQUESTED FOR THE PURPOSE OF OPENING AN ACCOUNT TO PROVIDE AND BILL FOR UTILITY SERVICE.

RESIDENTIAL APPLICATION

TYPE OF RESIDENCE: House _____ Apartment _____ Mobile Home _____ Condo _____

SERVICE ADDRESS: _____

STREET ZIP _____

APPLICANT’S NAME _____

THE SECURITY DEPOSIT PLACED ON THIS ACCOUNT WILL BE REFUNDED ONLY TO THE ABOVE APPLICANT.

MAILING ADDRESS _____

STREET STATE ZIP _____

DAYTIME PHONE # _____ EVENING PHONE # _____

EMERGENCY PHONE # _____ E-MAIL ADDRESS _____

SOCIAL SECURITY # _____ OR DRIVER’S LICENSE # _____

OR STATE ID # _____ Passport #/Country _____ ARE YOU AN OWNER OR A TENANT?

PROPERTY OWNER INFORMATION

PROPERTY OWNER’S NAME: _____

OWNER’S ADDRESS: _____

OWNER’S PHONE # _____ E-MAIL _____

ADDRESS _____

WHEN DID YOU PURCHASE THIS PROPERTY? _____ / _____ / _____
MONTH DAY YEAR

PROPERTY CONTROL # _____ SUB-DIVISION _____

TENANT INFORMATION

DATE LEASE BEGAN _____ / _____ / _____ TERM OF LEASE (LENGTH)
MONTH DAY YEAR

*****PLEASE ATTACH A COPY OF AN EXECUTED LEASE*****

I UNDERSTAND THAT I AM FULLY RESPONSIBLE FOR ALL CHARGES AT THE ABOVE NOTED PROPERTY. I AGREE TO PAY FOR SERVICES PROMPTLY AT THE RATES ESTABLISHED BY THE SPECIAL UTILITY DISTRICT BOARD, AND I AGREE TO ABIDE BY PRESENT AND FUTURE REGULATIONS RELATING TO WATER AND/OR WASTEWATER SERVICES AS ESTABLISHED BY THE SPECIAL UTILITY DISTRICT BOARD.

SIGNATURE OF APPLICANT: _____ DATE: _____

“EXHIBIT B”
CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
NON-RESIDENTIAL (COMMERCIAL) APPLICATION FOR UTILITY
SERVICE

THE FOLLOWING INFORMATION IS BEING REQUESTED FOR THE PURPOSE OF OPENING AN
ACCOUNT TO PROVIDE AND BILL FOR UTILITY SERVICE.

NON-RESIDENTIAL APPLICATION
SERVICE ADDRESS:

STREET ZIP

NAME OF BUSINESS _____ TYPE OF BUSINESS _____
THE SECURITY DEPOSIT PLACED ON THIS ACCOUNT WILL BE REFUNDED ONLY TO THE ABOVE APPLICANT.
BUSINESS OWNER’S NAME:

MAILING ADDRESS

STREET STATE ZIP

DAYTIME PHONE # _____ EVENING PHONE # _____
CONTACT PERSON _____ E-MAIL ADDRESS _____
FEDERAL TAX I.D. _____ STATE TAX I.D. _____
OCC. LIC. : _____
DO YOU OWN OR LEASE YOUR BUSINESS LOCATION?

PROPERTY OWNER INFORMATION
PROPERTY OWNER’S NAME:

OWNER’S
ADDRESS: _____
STREET DISTRICT STATE ZIP
OWNER’S PHONE # _____ E-MAIL ADDRESS _____
WHEN DID YOU PURCHASE THIS PROPERTY? ____/____/____
MONTH DAY YEAR
PROPERTY CONTROL # _____ SUB-DIVISION

TENANT INFORMATION

DATE LEASE BEGAN ____/____/____ TERM OF LEASE (LENGTH) _____
MONTH DAY YEAR

*****PLEASE ATTACH A COPY OF AN EXECUTED LEASE*****

I UNDERSTAND THAT I AM FULLY RESPONSIBLE FOR ALL CHARGES AT THE ABOVE NOTED
PROPERTY. I AGREE TO PAY FOR SERVICES PROMPTLY AT THE RATES ESTABLISHED BY THE
SPECIAL UTILITY DISTRICT BOARD, AND I AGREE TO ABIDE BY PRESENT AND FUTURE
REGULATIONS RELATING TO WATER AND/OR WASTEWATER SERVICES AS ESTABLISHED BY THE
SPECIAL UTILITY DISTRICT BOARD.

SIGNATURE OF APPLICANT:

_____ DATE: _____

“EXHIBIT C”

RELEASE

I/we, the owner (“Owner”) of the property located at _____ (“Property”), hereby authorize representatives of the District to enter upon the Property, in order to service and/or make repairs to certain water/wastewater facilities (“Facilities”) located on the Property. The undersigned acknowledges that the Facilities are the property of Owner, and not the District, and that the District is repairing/servicing the Facilities as a courtesy to the Owner. In exchange for this courtesy repair/service, Owner, for itself and its successors, assigns, heirs, releases, acquits, and forever discharges any and all claims it may have against the District, its elected officials, employees, and/or agents, in relation to the District’s entrance upon the Property and any repair or service that the District makes to the Facilities. The provisions of this Release shall be absolute, irrespective of any joint, sole, or contributory fault or negligence of District. By signing this Release, the Owner acknowledges that it owns the Property and is authorized to sign this Release.

_____ Owner Name (Print)	_____ Owner Name (Print)
_____ Owner Signature	_____ Owner Signature
_____ Date	_____ Date

“EXHIBIT D”

REQUEST FOR PERMANENT DISCONNECTION

I, _____, hereby request the property located at _____
be permanently disconnected from the District’s Potable Water and/or Wastewater system(s) (circle applicable system(s)). I am the owner of the above-referenced property and have the authority to execute this Request for Permanent Disconnection.

I understand and agree that, by requesting permanent disconnection, the District shall no longer be obligated to maintain service availability or utility system capacity for the above-referenced property. I also understand and agree that I will be required to pay applicable fees and costs to reconnect to such system(s), including, but not limited to Connection Fees and Service Installation Fees.

Property Control Number (PCN) _____

Signature

Print Name

Title

Date

**NOTARY CERTIFICATE
STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ who is personally known to me or has produced _____ as identification.

My Commission
Expires: _____
Signature of Notary

Typed, Printed, or Stamped Name of Notary



“EXHIBIT E”

Meter Location: _____

**CITY OF RIVIERA BEACH, FLORIDA
WATER/SEWER TENANT DIRECT BILLING AGREEMENT**

Tenant: _____ Owner: _____

Service Address: _____

Tenant Customer #: _____ Owner Customer #: _____

Tenant Social Security #: _____ Owner Social Security #: _____

Or Drivers License# _____ Or Drivers License or Corp. ID # _____

The undersigned agree that water/sewer bills for the above premises address are to be mailed directly to the above tenant for payment.

This agreement is subject to the City of Riviera Beach, Florida policies regarding the provision of water and sewer service by the Utility Special District.

We understand that water/sewer is granted solely on the basis of personal information submitted as part of this agreement and we do certify that all such information is correct. We agree that this application for service, when accepted by the City of Riviera Beach, Florida, shall form a binding agreement governing the terms of all water and sewer services rendered to us by the City of Riviera Beach, Florida.

In order to activate the Tenant Billing Agreement it is necessary to obtain a reading on the **WATER METER**. *The Tenant Direct Billing Agreement **WILL NOT** become active until the reading is completed.*

Property owner signs here:

I understand and agree that tenants of premises covered by this agreement are to be authorized to receive water/sewer bills as agents for me. I agree to comply with property owner responsibilities as described in the Utility Special District Policy approved June 5, 2013.

A copy of the Policy is available at <http://www.rivierabch.com/content/1488/4792/default.aspx>.

Once the tenant Direct Billing Agreement becomes effective, I understand that I will receive copies of all bills and delinquent/turn-off notices regarding the above property. I also understand that tenants may be granted payment extensions on delinquent bills and by signing this agreement I authorize the City of Riviera Beach, Florida to grant such extensions.

Property owner’s name (please print) Mailing address

Property owner’s signature date Phone Number

Tenant signs here:

I understand and agree to prompt payment of any and all water/sewer bills for the above service address that are mailed directly to me for payment during the period I am leasing the premises covered by this agreement.

Tenant’s name (please print) Tenant’s signature date

Tenant’s Phone Number

Please return completed form to:

The City of Riviera Beach Utility Billing
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
or Fax: 561-845-3455 or 561-845-8843

“EXHIBIT F”



Meter Location: _____

**CITY OF RIVIERA BEACH, FLORIDA
PROPERTY OWNER CONSENT OF LEASE AGREEMENT**

Tenant: _____ Owner: _____

Service Address: _____

The undersigned acknowledges a legal and enforceable lease between the above referenced tenant and the owner for the address referenced above.

This agreement is subject to the City of Riviera Beach, Florida policies regarding the provision of water and sewer service by the Utility Special District.

We understand that water/sewer is granted solely on the basis of personal information submitted as part of this agreement and we do certify that all such information is correct. We agree that this application for service, when accepted by the City of Riviera Beach, Florida, shall form a binding agreement governing the terms of all water and sewer services rendered to us by the City of Riviera Beach, Florida.

Property owner signs here:

I understand and agree that tenants of premises covered by this agreement are to be authorized to receive water/sewer bills. I agree to comply with property owner responsibilities as described in the Utility Special District Policy effective March 1, 2015.

A copy of the Policy is available at <http://www.rivierabch.com/content/1488/4792/default.aspx>.

Property owner's name (please print)

Mailing address

Property owner's signature

date

Phone Number

Property owners Business Tax Receipt Number

Tenant signs here:

I understand and agree to prompt payment of any and all water/sewer bills for the above service address that are mailed directly to me for payment during the period I am leasing the premises covered by this agreement.

Tenants name (please print)

Tenants signature

date

Tenants Phone Number

Please return competed form to: The City of Riviera Beach Utility Billing
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
or Fax: 561-845-3455