

SEACOAST UTILITY AUTHORITY

**4200 HOOD ROAD
PALM BEACH GARDENS, FL 33410-1810**

Business Phone: (561) 627-2900

Customer Service Phone: (561) 627-2920

After Hours Emergency Phones: (561) 627-2929, (561) 622-3454

Facsimile Number: (561) 624-2839

Web Site Address: www.sua.com

SEWER SERVICE POLICY

Adopted December 19, 1988

Revised October 26, 2016

TABLE OF CONTENTS

LEGAL DESCRIPTION OF TERRITORY SERVED

TECHNICAL TERMS AND ABBREVIATIONS

RULES AND REGULATIONS

RATE SCHEDULES

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 those lands lying in Sections 17 and 20, Township 41, Range 43 East, Palm Beach County, Florida, more particularly as follows:

Beginning at the Southwest corner of said Section 20 run northerly along the West line of said Section 20 and the West line of said Section 17 to the Northwest corner of the Southwest 1/4 of said Section 17; Thence easterly along the North line of said Southwest 1/4 to an intersection with the Westerly Right-of-Way line of the Intracoastal Waterway; Thence southerly along said Right-of-Way line to the South line of said Section 20; Thence westerly along said South line to the POINT OF BEGINNING.

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 those lands lying in Section 19, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly as follows:

The Northeast 1/4 and the Northwest 1/4 of said Section 19, and that portion of the Southeast 1/4 of said Section lying east of the West Right-of-Way of South Florida Water Management District Canal C-17, and that portion of the Southwest 1/4 of said Section east of the West Right-of-Way of said Canal C-17, and that portion of the North 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 19 lying west of said Canal C-17 West Right-of-Way, and the North 1/4 of the Northwest 1/4, of the Southwest 1/4 of said Section, and the North 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 19.

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 77.97 square miles, more or less.

TECHNICAL TERMS AND ABBREVIATIONS

1. **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 portions of unincorporated Palm Beach County. It is a legal entity governed by a Governing Board appointed by the participating political entities.
2. **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 for any amount of sewer. The charge helps defray the fixed costs of the operation and maintenance of the Authority's system.
3. **COMMODITY (GALLONAGE) CHARGE** - The charge incurred for sewer service, based on metered water flow. This charge levied on a "per thousand gallons" basis helps defray the variable costs of operation and maintenance of the Authority's sewer system.
4. **CONSUMER** - Any person, firm association, corporation, limited liability company or other entity, governmental agency or similar organization supplied with sewer service by the Authority.
5. **CUSTOMER** - The person, firm, association, or corporation limited liability company or other entity (including its designated agent) governmental agency or similar organization who has entered into an agreement to receive sewer service from the Authority and who is liable for the payment of that sewer service and who shall abide by all the Authority's Rules and Regulations.
6. **CUSTOMER'S INSTALLATION** - All pipes, fittings, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for disposing sewage located on the Customer's side of the "Point of Connection" whether such installation is owned by Customer, or used by Consumer under lease or otherwise.
7. **DOMESTIC WASTEWATER** - Wastewater generated by dwellings, business buildings, institutions, and the like. This may not include all wastewater generated by industrial users.
8. **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.
9. **GOVERNING BOARD** - The governing body of SUA, acting for and on behalf of the Authority as a separate legal entity.
10. **GREASE TRAP/OIL SEPARATORS** - A device for separation of grease, oil or similar deleterious substances from wastewater by flotation, so that it can be removed from the surface prior to discharge into a sanitary sewer system. Usually not required for residential Customers.
11. **HAZARDOUS WASTE** - Any substance, waste or product that is potentially damaging to environmental health because of toxicity, ignitability, corrosivity, chemical reactivity, radioactivity, infectious characteristics, or any other reason.

12. **INDUSTRIAL WASTEWATER** - Wastewater generated by industrial sources or processes including reject water from reverse osmosis treatment units.
13. **MAIN** - A pipe, conduit, or other facility installed to convey sewage from individual service lines or other mains.
14. **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
15. **NON-RESIDENTIAL SERVICE** - All service not otherwise specifically defined as Single Family or Multi Family. Such service includes, but not limited to commercial and industrial.
16. **POINT OF CONNECTION** - The point where the Authority's main collector pipe is connected to the pipe of the Customer.
17. **POINT OF SERVICE CHARGE** - The charge associated with each sewer connection. This charge helps defray the cost of Customer billing.
18. **PRETREATMENT PRACTICES** - Processes, equipment and protocols which may be required by the Authority or by applicable law to remove specific toxic substances from a Customer's waste stream prior to entry into the Authority's wastewater system.
19. **RATE IDENTIFICATIONS** - Describes type of service and rate approved for bill calculations. Rate and billing information is available upon request. Types of service: Single Family, Multi Family, and Non-Residential.
20. **RATE SCHEDULE** - A schedule of rates or charges for the particular classification of service used to bill utility Customers.
21. **RECLAIMED WATER** - Domestic wastewater processed through secondary treatment and high level disinfection and meeting the standards set forth in Chapter 62-610, Florida Administrative Code for turf grass irrigation.
22. **SERVICE** - Service, as mentioned in this Policy and in agreements with Customers, shall be construed to include, in addition to all sewer service required by the Customer, the readiness and ability on the part of the Authority to furnish sewer service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
23. **SERVICE LINES** - The service piping owned and maintained by Authority which connects Authority's main lines to the "Point of Connection".
24. **SERVICE POLICY** - A schedule of the Company's rules, regulations and rates approved by the Seacoast Utility Authority Governing Board.
25. **SEWER SERVICE AGREEMENT** - An agreement utilized when sanitary sewer service for a property is provided by means of a low pressure force main and grinder pump station, which will be owned and maintained by a property owner or entity other than the Authority.
26. **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 or a townhouse unit.

27. **STORM WATER** - The water which results from and occurs immediately following a rainfall event; water produced by unusually high tides and/or hurricane surges. Storm water facilities are not the responsibility of the Authority.

RULES AND REGULATIONS

1. POLICY DISPUTE
2. GENERAL INFORMATION
3. APPLICATION FOR SERVICE
4. APPLICATIONS BY AGENTS
5. WITHHOLDING SERVICE
6. EXTENSIONS OF SEWER 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 SEWER AND WATER SERVICE BILLS CONCURRENTLY
18. TEMPORARY DISCONTINUANCE OF SERVICE
19. EVIDENCE OF CONSUMPTION
20. TAX CLAUSE
21. CHANGE OF OCCUPANCY
22. UNAUTHORIZED CONNECTIONS - SEWER
23. ADJUSTMENTS OF BILLS
24. CUSTOMER DEPOSIT
25. SERVICE LINES
26. BASE FACILITY CHARGE
27. STORM WATER
28. INDUSTRIAL WASTEWATER
29. GREASE TRAPS, OIL SEPARATORS
30. HAZARDOUS WASTES
31. MISCELLANEOUS SERVICE CHARGE

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, upon written request by either party, will be resolved by the Seacoast Utility Authority Governing Board, unless such responsibility has been specifically otherwise delegated by the Governing Board.
2. **GENERAL INFORMATION** - In the event 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 rate schedules, applications and contracts of the Authority. In the absence of specific written agreement to the contrary, these regulations apply without modification or change to each and every Customer to whom the Authority renders sewer service. In the event that 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 sewer 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 the Authority's Service Code.
3. **APPLICATION FOR SERVICE** - As a condition of service, the Customer shall execute an Authority a 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/sewer 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 property to which 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 this Sewer 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 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 license, land and cellular phone number, date service is to begin, emergency contact information and mailing address, if different from the service address. 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 service shall be the Customer's acknowledgement that he or she is responsible for the billing and that Authority is not responsible for any damages that may occur as a result of activating 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, and these individuals shall be held personally liable for 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 sewer service requested by firms, partnerships, associations, corporations, limited liability company or other entity and others (principals), shall be tendered only by duly authorized parties (agents). When sewer service is provided under agreement(s) entered into between the Authority and an agent of the principal, the use for such sewer service by the principal or agent shall constitute full and complete consent by the principal of the agreement(s) entered into between agent and the Authority and under which such sewer service is rendered.
5. **WITHHOLDING SERVICE** - The Authority may withhold or discontinue sewer service 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 Sewer Service Policy, the Authority's Water Service Policy or the Authority's Service Code.
6. **EXTENSIONS OF SEWER FACILITIES** - Extensions will be made to the Authority's facilities in compliance with the Authority's Service Code and all other directives of the Authority's Governing Board.
7. **LIMITATION OF USE** - Sewer service purchased from the Authority shall be used by the Customer only for the purposes specified in the application or agreement for sewer service. Sewer service furnished to the Customer shall be for the Customer's own use and sewage shall be received directly from the Customer into the Authority's main sewer lines. In no case shall a Customer, except with the written consent of the Authority, extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish sewer service for adjacent property, even though such adjacent property is owned by that Customer. In case of such unauthorized extension, sale or disposition of service, Customer's sewer service is subject to discontinuance until full payment is made of bills for sewer service, calculated on proper classifications and rate schedules and reimbursement in full made to the Authority for all extra expenses incurred for clerical work, testing and inspections. Also, see Rules 27.0 to 30.0 Storm Water, Industrial Waste, Grease Traps and Hazardous Wastes.
8. **CONTINUITY OF SERVICE** - The Authority will at all times use reasonable diligence to provide continuous sewer service, but shall not be liable to the Customer for failure or interruption of continuous sewer 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, Wars, United States, 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 repair as indicated above, the Authority will use its best efforts to provide all Customers affected by said interruption or discontinuance shall be given 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 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 sewer service. The Authority reserves the right to discontinue or withhold sewer service to any such apparatus or device.

10. **CHANGE OF CUSTOMER'S INSTALLATION** - No changes, alterations or increases in Customer's installation, which will materially affect the proper operation of the pipes, mains or sewage pumping stations of the Authority shall be made without written consent of the Authority. The Customer will be liable for all damages, costs or additional charges or fees associated with any such alteration or increase.
11. **INSPECTION OF CUSTOMER'S INSTALLATION** - All Customer's sewer service installations and/or changes shall be inspected during installations and/or by an Authority representative to ensure that customer's piping, equipment, and devices have been installed in accordance with accepted standard practice, company Rules and Regulations, specifications and local governmental rules. Where municipal or other governmental inspection is required by local rules or ordinances, the Authority cannot render sewer service until such inspection has been made and a formal notice of approval from the inspecting agency has been received by the Authority. Failure to have an inspection will result in the Customer having to expose the service line for inspection at his own cost. The Authority reserves the right to inspect the Customer's installation prior to rendering sewer 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 knowingly permit no one but the Authority's agents, or persons authorized by law, to have access to the Authority's pipes and apparatus. In the event of any loss or damage to property of the Authority caused by or arising out of carelessness, negligence, neglect or misuse by the Customer, the cost of such loss or repairing such damage shall be paid for 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, and Customer hereby grants an easement to the Authority, to, over and under the premises of the Customer for the purpose of inspection of Customer's installation to verify compliance with Authority's rules and regulations; to install, maintain, operate, repair, inspect and remove Authority property; to 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 performance of such activities, the Authority shall not be liable for trespass. In case of an emergency, Authority may access 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 which are necessary for the rendering of sewer service, including sewer lines, manholes, force mains and other appurtenances associated with providing service to Customer's property.
15. **BILLING PERIODS** - Bills for sewer service will be rendered monthly. Bills are due when rendered and shall be considered as received by Customer when delivered or mailed to sewer service address or some other place mutually agreed upon. Non-receipt of bills by Customer shall not release or diminish obligation of Customer with respect to payment thereof.
16. **DELINQUENT BILLS** - Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent. Sewer and water Service may then, after five (5) days written notice, be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a service charge for restoration of service. There shall be no liability of any kind against the Authority by reason of discontinuance of sewer or water Service to the

Customer for any reason, including Customer's failure to timely pay bills. No partial payment of any bill rendered will be accepted by the Authority, except by agreement with 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 SEWER AND WATER SERVICE BILLS CONCURRENTLY** - When both sewer and water service are provided by the Authority, payment of any sewer service bill rendered shall not be accepted by the Authority without the simultaneous or concurrent payment of any water service bill. If the charges for sewer are not paid, the Authority may discontinue both sewer service and water service to the Customer's premises for nonpayment of the sewer service charges, or if the charges for water are not paid, the Authority may discontinue both water service and sewer service to the Customer's premises for nonpayment of the water service charge. The Authority shall not re-establish or reconnect sewer and water service or either of Customer's services until such time as all sewer and water service charges and all other expenses or charges established or provided for by these rules and regulations are paid.
18. **TEMPORARY DISCONTINUANCE OF SERVICE** - Where service is to be restored at the same premises to the same Customer (member of household or designated agent), Customer will pay to the Authority the base facility charge for each billing period during which service was discontinued. All prior indebtedness must be paid before service will be restored.
19. **EVIDENCE OF CONSUMPTION** - The initiation, continuation, or resumption of water service to the premises shall constitute evidence the initiation, continuation, or resumption of sanitary sewer service to the premises, regardless of occupancy.
20. **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 agency in excess of these in effect after the approval of this rule which are assessed on the basis of meters Customers, utility services or the revenues derived from sewage service sold, not including income taxes.
21. **CHANGE OF OCCUPANCY** - When change of occupancy takes place at any premises to which the Authority provides sewer 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 outgoing Customer, who will be held responsible for all sewer service used on such premises until such WRITTEN NOTICE is so received and the Authority has had reasonable time to discontinue sewer service. However, if such WRITTEN NOTICE has not been received, the application of a succeeding occupant for sewer service will automatically terminate the prior account. Base facility charges continue to accrue with other provisions in this Sewer Service Policy and the Water Service Policy. 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. Customer's deposit may NOT be transferred from one name to another or between non-residential accounts. A deposit is non-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 sewer 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 their 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 bonafide change in occupancy, ownership, or management of any premises to avoid compliance with prevailing Authority standards and policies is prohibited. No less than thirty (30) 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 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.

22. **UNAUTHORIZED CONNECTIONS - SEWER** - Connections to the Authority's sewer system for any purpose whatsoever are to be made only by employees of the Authority or under direct supervision of Authority's authorized employee. Unauthorized connections or tampering with Authority facilities render the service subject to immediate discontinuance without notice and Sewer service will not be restored until such unauthorized connections have been removed and unless settlement is made in full and for all penalties, damages, and sewer 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 or file charges due to unauthorized connection or tampering with Authority property.
23. **ADJUSTMENT OF BILLS** - When a Customer has been overcharged or undercharged for sewer service as a result of incorrect application of the rate schedules, incorrect reading of the water meter, incorrect connection of the water 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.

Credits for sewer overcharges or back billings for sewer undercharges shall be incidental to and calculated based on adjusted water use for the same account, in accordance with relevant provisions of the Seacoast Utility Authority Water Service Policy.

24. **CUSTOMER DEPOSIT** - Before rendering service, the Authority shall require a deposit or guarantee satisfactory to the Authority to secure the payment of bills. Deposit fees are 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, 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 Director 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 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 has been

refused by a bank, (c) been disconnected for nonpayment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. 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 in no event later than fifteen (15) days after service is discontinued. The Customer may request a check for the balance of a deposit refund in excess of \$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, in order 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

Schedule of Single Family (individually metered) Customer Deposits			
Meter Size	Water and Sewer Deposit	Water Only Deposit	Sewer Only Deposit
5/8" and 3/4"	\$160.00	\$95.00	\$85.00
1"	\$210.00	\$145.00	\$85.00
1 1/2"	\$295.00	\$230.00	\$85.00
2"	\$395.00	\$330.00	\$85.00

Schedule of Multifamily (stacked units) Customer Deposits			
Meter Size	Water and Sewer Deposit	Water Only Deposit	Sewer Only Deposit
Per Dwelling Unit	\$110.00	\$65.00	\$70.00

Non-Residential deposits are determined individually according to previous usage history and based upon the average actual monthly billings available, times two (x2).

25. **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.
26. **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 usage for any amount of sewer. 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 purpose 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 title acquired by foreclosure, the purchaser is responsible for all accrued and unpaid base facility and other charges on the subject property.

27. **STORM WATER** - No storm water systems of any kind shall be connected to the Authority's sanitary sewer system, including air conditioner cooling water, blowdown of condensate which normally discharge to storm sewers or drainfields. No storm water shall be diverted into the Authority's sanitary sewer system through manholes, cleanouts and the like. Failure to comply with this rule will cause discontinuance of sewer and water service. Stormwater drainage or the lack thereof is not the responsibility of the Authority.
28. **INDUSTRIAL WASTEWATER** - No industrial wastewater or the like, including septage, shall be discharged into Authority's sanitary sewer system unless proper pretreatment facilities are provided on Customer's premises by Customer, properly operated and approved in writing by Authority and all applicable regulatory agencies. All industrial Customers are required to submit an industrial waste survey and permit application form. Industries classified as significant users as defined under 40CFR Part 403.3 shall obtain a discharge permit issued in accordance with the Authority's Wastewater Pretreatment Program (Ordinance No. 1-2014).
29. **GREASE TRAPS, OIL SEPARATORS** - All non-residential food preparation facilities and all other facilities generating wastewater with high grease and/or oil concentrations must have a grease trap to intercept these wastes prior to discharge into the Authority's sanitary sewer system. Location and type of grease trap used must be approved, in writing, by Authority and all applicable regulatory agencies. Grease traps must be properly maintained by Customer or owner. Design and maintenance of grease traps shall be in accordance with Palm Beach County Environmental Control Rule I, and shall conform to the specifications and requirements of the Authority. If grease and/or oil in excess of allowable amounts, in accordance with Authority's and regulatory agency requirements, is discharged, Authority shall inform operator and/or owner of premises to properly repair and maintain or replace, if necessary, said grease traps. Failure to cease discharging wastewater with high grease and/or oil concentrations shall be cause for discontinuance of sewer and water service.
30. **HAZARDOUS WASTES** - No hazardous wastes of any kind shall be discharged into Authority's sanitary sewer system under any circumstances without prior written authorization from Authority. Failure to comply with this rule shall be cause for discontinuance of sewer and water service and violator(s) will be subject to criminal prosecution.
31. **MISCELLANEOUS SERVICE CHARGES** - The Authority may charge the following miscellaneous service charges in accordance with the terms also stated below. If both sewer and water services are provided, only a single service charge is appropriate unless circumstances beyond the control of the Authority require multiple actions. When possible, only water service will be disconnected for nonpayment of a utility bill.
 1. **Service Initiation** - This charge is levied for service initiation at a location (start up charge).

2. Sewer-only Customers shall be sent an estimate of the cost to discontinue and restore service along with the notice of discontinuance of service.

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 cashiers 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 business 48 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 cashiers 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. Returned checks will be held by the Authority until all charges are paid in full. The Customer's NSF check will be returned only upon request by the Customer.

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 \$3.00 or 1.5% of the face amount of the late notice, whichever is greater.

RATE SCHEDULES

MULTI FAMILY SERVICE SEWER RATE SCHEDULE

NON-RESIDENTIAL SERVICE SEWER RATE SCHEDULE

SINGLE FAMILY SERVICE SEWER RATE SCHEDULE

MISCELLANEOUS COSTS

MULTI FAMILY SERVICE SEWER 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 of the Rules and Regulations of this Sewer Service Policy. Consumption is measured in increments of 1,000 gallons.

RATE ID: Multi Family

MONTHLY RATE: Point of Service Charge: \$1.87 per billed account.

Sewer and Water Customer

Base Facility Charge (no gallonage allowance):

All meter sizes: \$21.99 per dwelling unit

Plus:

Gallonage charge per thousand gallons of water usage (Maximum 6000 gallons per unit): \$0.68

"Sewer Only" Customers - Multi Family Service

Based on 6000 gallons per unit maximum usage: Flat rate of \$26.07 per unit per month.

Calculation: Base Facility Charge: \$21.99 plus usage charge of \$0.68 x 6000 gallons = \$26.07 flat rate per unit

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.

For master metered properties where multiple master meters are needed solely for the purpose of providing fire flow availability, Authority will designate only one master meter, the largest meter where meter size differs, to be the "domestic" account meter for which sewer base facility charges are payable. Sewer commodity rates shall be charged for all water delivered through all mater meters.

NON-RESIDENTIAL SERVICE SEWER RATE SCHEDULE

AVAILABILITY: Available throughout the area served by the Authority.

APPLICABILITY: For sewer service for all purposes for Customers who do not qualify for Residential Service.

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

RATE ID: Non-Residential

MONTHLY RATE: Point of Service Charge: \$1.87 per billed account.

Base Facility Charge	
Meter Size	Amount
5/8" and 3/4"	\$27.48
1"	\$68.72
1 1/2"	\$137.43
2"	\$219.91
3"	\$439.82
4" Compound or Turbine	\$687.21
6" Compound or Turbine	\$1374.44
8" Turbine	\$2199.10

For master metered properties where multiple master meters are needed to provide fire flow, Authority will designate only one master meter, the largest meter where meter size differs, to be the "domestic" account meter for which sewer base facility charges are payable.

For master metered 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 sewer base facility charges only on the smaller meter size.

Gallonge charge per 1,000 gallons of metered water: \$0.68.

SINGLE FAMILY SERVICE SEWER RATE SCHEDULE

AVAILABILITY: Available throughout the area served by the Authority.

APPLICABILITY: For sewer service for all purposes in single-family units.

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

RATE ID: Single Family

MONTHLY RATE: Point of Service Charge: \$1.87 per billed account.

Base Facility Charge per dwelling unit (no gallonage allowance):

All meter sizes: \$27.48

Plus:

Gallonage charge per thousand gallons of water usage (Maximum 10,000 gallons): \$0.68

"Sewer Only" Customers - Single Family Service

Based on 10,000 gallons maximum usage: Flat rate of \$33.64 per dwelling unit

Calculation: Base Facility Charge \$27.48 plus usage charge \$0.68 x 10,000 gallons
= \$34.28 flat rate per dwelling unit

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.

For master metered properties where multiple master meters are needed to provide fire flow, Authority will designate only one master meter, the largest meter where meter size differs, to be the "domestic" account meter for which sewer base facility charges are payable.

MISCELLANEOUS COSTS

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 40% overhead, actual materials cost and a \$30 per diem fuel charge.