

AN ORDINANCE OF THE VILLAGE OF GOLF, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR WATER AND SEWER UTILITY RATES; PROVIDING UNIFORM POLICIES AND PROCEDURES; PROVIDING FOR REPEAL OF OTHER INCONSISTENT ORDINANCE PROVISION; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Village of Golf owns and operates a water and sewer utility system; and

WHEREAS, the Village Council has previously established rate schedules to be charged to the users of the utility system pursuant to Ordinance Nos. 17, 18, 22, 27, 38 and 40; and

WHEREAS, the Village Council deems it in the best interests of the citizens and in accordance with Florida Law to revise said Ordinances in full and to adopt in their stead a new Uniform Water and Sewer Service Policy and rate schedules;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF GOLF, FLORIDA, AS FOLLOWS:

SECTION 1.

The Village does hereby establish uniform policies and procedures and comprehensive rates and charges for its municipally owned water and sewer utility systems affecting all consumers thereof, both within and without the Village's municipal boundaries.

SECTION 2.

The Uniform Water and Sewer Service Policy attached hereto as Exhibit "A" is hereby adopted and made a part of this Ordinance as if copied verbatim herein.

SECTION 3.

The Rates and Charges contained within the Uniform Water and Sewer Service Policy are expressly adopted and made a part of this Ordinance as if copied verbatim herein, the Village finding such Rates and Charges just and reasonable after holding a public hearing and reviewing all information presented to the Village Council, and specifically find that the rate of return to the Village on its water and sewer system is just and reasonable.

SECTION 4.

If any section, subsection, sentence, clause or phrase of this Ordinance, for any reason, is held to be unconstitu-

tional, and void or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby.

SECTION 5.

All Ordinances in conflict herewith, including the Ordinances referenced above, are repealed.

SECTION 6.

This Ordinance shall take effect on October 1, 1989, 1989.


PLACED ON FIRST READING THIS 17th day of May, 1989.

PLACED ON SECOND, FINAL READING AND PASSED THIS 27th DAY OF July 1989.


APPROVED:


DONALD H. GUSTAFSON, MAYOR


HAROLD R. MEDINA, JR.


MICHAEL BOTAS


ROBERT S. OELMAN


JOHN C. WILSON, JR.

VILLAGE COUNCIL

ATTEST:


CAROL MARCIANO, VILLAGE CLERK

OFFICE OF THE MAYOR
AND VILLAGE OFFICE
21 COUNTRY ROAD
VILLAGE OF GOLF
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SECURITY DEPARTMENT
(407) 734-2918
UTILITIES, WATER
AND SEWER
(407) 737-7995

1/1/96

J. MOSHER

VILLAGE OF GOLF UNIFORM WATER AND SEWER SERVICE POLICY
ORDINANCE #44 PASSED ON SECOND & FINAL READING 27TH
DAY OF JULY 1989. EFFECTIVE OCTOBER 1, 1989.....

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APPROVED:

Donald H. Gustafson
DONALD H. GUSTAFSON, MAYOR

Harold R. Medina, Jr.
HAROLD R. MEDINA, JR.

Michael Botos
MICHAEL BOTOS

Robert S. Oelman
ROBERT S. OELMAN

absent
JOHN C. WILSON, JR.

VILLAGE COUNCIL

ATTEST:

Carol Marciano
CAROL MARCIANO, VILLAGE CLERK

3764P/pcg/lm

VILLAGE OF GOLF
UNIFORM WATER AND SEWER SERVICE POLICY

No 3.

CHAPTER I - GENERAL
SECTION 1 - POLICIES

A. PURPOSE:

1. VILLAGE OF GOLF ("GOLF") declares its intention to provide water and sewer service to those persons seeking the same, on a uniform and non-discriminatory basis, throughout its service area. For purposes of this Policy, the term "service area" includes areas contained within and without the municipal limits of GOLF. GOLF is concerned with the Developer and Consumer community. It is the basic policy of GOLF to operate, maintain and repair its water/sewer ("W/S") systems, with the Developer providing to GOLF quality systems that will be economical to operate and maintain over the life of the facilities. GOLF, likewise, is responsible for safeguarding the systems, especially as it pertains to the facilities providing service to each Consumer. GOLF is to operate and maintain the facilities at the most economical cost to all.

2. GOLF further expresses the policy of developing such cost-effective service and to oppose and strenuously object to any incursions into its aforementioned service area, whether in the form of expanded franchised service areas, on-site water and sewer facilities or in the tapping of resources within GOLF's service area.

3. To assure sound planning and professional development of GOLF's W/S facilities to serve the residents, businesses and other utilities, as necessary, GOLF will be required to develop

short and long-term planning documents addressing capital projects and equipment needs to be considered in its annual budgets. A long-term Master Plan will be required to be updated at least every five (5) years during periods of rapid and significant development within its service area.

B. VALIDITY:

These procedures supersede and replace any and all rules, regulations and orders under which GOLF has previously supplied W/S service.

C. APPLICABILITY:

These policies and procedures are, and shall be, a part of rate schedules, applications and contracts for W/S service, and, in the absence of specific written agreement to the contrary, apply without modification or change to every Consumer to whom GOLF renders service, and to every Developer and land owner who seeks service from GOLF. The obligation of GOLF to provide service is limited to those Developers and Consumers to whom service extension is economically feasible. In the event that a portion of this MANUAL 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 these procedures.

D. ANNUAL REVIEW:

GOLF shall annually review this MANUAL to professionally operate and maintain its W/S systems and a viable organization to support said systems. Any revisions to this MANUAL shall be dated and copies provided to those holding the basic MANUAL for necessary updating. GOLF maintains the right to alter and amend the provisions of this MANUAL and its rates and charges for service availability.

E. COSTS ASSESSED:

GOLF shall analyze the costs of utility service and its sources as they are generated and assess such costs to those receiving the benefit, on a uniform and non-discriminatory basis.

SECTION 2 - DEFINITIONS

The definitions listed herein are general or local terms used in this MANUAL. Technical terms used in this MANUAL are defined in various technical resource texts, such as the STANDARDS METHODS, ASTM STANDARDS, AWWA and WPCF STANDARDS, and the appropriate FAC, and are adopted by reference.

A. ABBREVIATIONS:

1. AC - At Cost
2. ADF - Average Daily Flow
3. ASTM - American Society for Testing of Materials
4. AWWA - American Water Works Association
5. CIAC - Contribution-In-Aid-Of-Construction
6. DER - Department of Environmental Regulation
7. DU - Dwelling Unit
8. EPA - United States Environmental Protection Agency
9. ERC - Equivalent Residential Connection
10. FAC - Florida Administrative Code
11. IWS - Industrial Waste Surcharge
12. PBC - Palm Beach County
13. PBCHDR - Palm Beach County Health Department
14. O&M - Operations and Maintenance
15. PB - Previous Balance (past-due bill)
16. R&R - Renewal and Replacement
17. SC - Service Charge
18. Manual - This Uniform Water and Sewer Service Policy
19. W/S - Water and/or Sewer
20. WPCF - Water Pollution Control Federation

B. AT COST (AC):

Includes current costs of all equipment, man-hours and materials used to perform a defined task, including an 18 percent administrative/overhead charge, with a minimum charge.

C. AVERAGE DAILY FLOW (ADF):

The average daily flow used in determining average usage. All consumption data listed in this MANUAL shall be considered ADF, unless otherwise specified.

D. BUILDING DRAIN:

The words "building drain" shall mean that part of the lowest horizontal piping of a building sewer system which receives the discharge from sanitary sewer, waste fixtures and pipes inside the walls of the building and conveys to the building sewer which begins approximately three (3) feet outside the inner face of the building wall.

E. BUILDING SEWER:

The words "building sewer" shall mean the extension from the building drain to the sewer lateral connected to the main or other place for disposal.

F. CAPACITY RESERVATION:

That capacity in the W/S systems reserved for the future Consumer for which the Consumer is required to make reasonable payment therefor based upon the fixed costs of the systems.

G. COMMERCIAL SERVICE:

W/S system for non-residential use.

H. CONTRIBUTION-IN-AID-OF-CONSTRUCTION ("CIAC"):

The sum of money and/or the value of the property represented by the cost of the water distribution and sewage collection systems, including lift stations, constructed or to be constructed by a Developer or the owner of specified property, which such Developer or owner transfers, or agrees to transfer, to GOLF at no cost to GOLF in order to induce GOLF to provide utility service to specified Property.

I. CONSUMER INSTALLATION:

All facilities ordinarily on the Consumer's side of the point of delivery.

J. CONSUMER:

That certain person, persons, household, family, association, agent, business, company, developer, partnership or other entity which accepts or receives any or all of the services provided by GOLF.

K. DWELLING UNIT (DU):

A single unit or suite designated or intended for single-family occupancy, including, but not limited to, one single-family house, one side of a duplex, one apartment, one unit in a condominium, etc.

L. EQUIVALENT RESIDENTIAL CONNECTION (ERC):

A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose, the average daily flow of one equivalent residential connection (ERC) is estimated to be 350 gallons per day (gpd). The number of ERCs contained in a given ADF is determined by dividing that ADF by 350 gpd. The determination of the number of ERCs for the Property shall be subject to factoring as outlined in this MANUAL.

A residential, commercial or industrial consumer may thus require a larger number of gallons per day than 350 depending upon water demand characteristics.

ERCs for non-residential use shall be determined at GOLF's discretion, and may be based on meter size and type as follows:

Meter Size	Meter Type	ERCs
5/8"-3/4"	Displacement	1
1"	Displacement	2.5
2"	Displacement, Compound or Turbine	8
3"	Displacement	15
3"	Compound	16
3"	Turbine	17.5
Above 3"	Set by Service Company	

M. FIRE LINE:

A water line provided for the exclusive purpose of supplying fire sprinklers, standpipes, fire hydrants and/or fire hose stations or similar devices on privately-owned property structures.

N. GOLF ENGINEER:

The appointed firm of consulting engineers retained by GOLF to provide engineering services.

O. INDUSTRIAL WASTE SURCHARGE (IWS):

The charge, in addition to the W/S rates, established to partially defray additional costs to GOLF as an incentive to a Consumer to provide sewage on a steady-rate basis and within normal domestic sewage criteria. No consumer may introduce any pollutants prohibited by the EPA as part of industrial wastes presented to GOLF.

P. MINIMUM BILL:

That amount as a minimum monthly charge to each Consumer necessary to partially support the W/S systems to provide service to the Consumer, on demand, to support the systems' fixed costs, sometimes referred to as the Base Facility Charge.

Q. NORMAL BUSINESS HOURS:

From 8:00 A.M. to 4:00 P.M., Monday through Friday, except holidays.

R. PERMITTED USE:

GOLF water may be used only for normal, potable, swimming pool and household or commercial use. No GOLF water may be used for irrigation purposes or any other purpose prohibited by this MANUAL.

S. PLANT CONNECTION CHARGES:

The charges required of a Consumer to initially tie into a W/S system and further induce GOLF to provide water and sewer service, represented by the capital cost of treatment plants, raw water supply and effluent disposal necessary to provide utility service to specified property. It does not include CIAC.

T. POINT OF DELIVERY:

The point where the pipes or meter(s) of GOLF are connected with the pipes of the consumer. Unless otherwise indicated,

the point of delivery shall be the Consumer's side or discharge side of the water meter(s), or to the last pipe owned and operated by GOLF where no meter is installed, that will be utilized for delivery of water service, and the sewer main, sewer lateral connection, or last manhole owned and operated by GOLF for sewer service to the Consumer.

GOLF shall, according to the terms and conditions thereof, own all pipes and appurtenances to the point of delivery, unless otherwise agreed upon. The pipes and appurtenances inside the point of delivery shall belong to others.

U. RATE SCHEDULE:

The schedule or schedules of rates and charges for the particular class of service established by GOLF for W/S service.

V. RESIDENTIAL SERVICE:

W/S service intended for normal dwelling use, including single-family and multi-family homes, apartments, condominiums, trailers, and the like.

W. SERVICE CHARGES:

Charges, including application charge, plan review charge, inspection charge, legal fees and meter and backflow prevention device charges assessed to an individual Consumer sufficient to pay for special services not benefiting the W/S systems' Consumers as a whole.

X. TAMPERING:

As defined in Florida law.

Y. UNAUTHORIZED CONNECTION/USE:

Connection/Use made of GOLF systems without GOLF's approval and/or contrary to established procedures shall be considered unauthorized and for which an Unauthorized Connection/Use charge shall be assessed. This does not negate further legal recourse should the situation warrant it.

Z. WATER ONLY SERVICE:

For those residences and business establishments utilizing potable water which is not returned as sewage, potable water for irrigational purposes is not permitted. However, potable water is permitted for use or for consumption with septic tanks, if permitable by law or ordinance.

SECTION 3 - CUSTOMER SERVICE

A. VERBAL APPLICATION:

Except as subsequently stated in this Section, for the convenience of the Consumer, no written applications are necessary, it being understood by both parties that these standard policies/procedures apply. For the convenience of the Consumer, GOLF will accept telephone orders and will use all reasonable diligence in execution thereof. However, oral orders cannot be deemed binding or be considered formal notification to GOLF.

B. SERVICE ACTIVATION:

Having accepted an application for service, GOLF will promptly schedule such service to be activated and in no case shall service be initiated more than three working days after receipt of application. This same requirement will exist for reinstatement of service when such service has been terminated for non-payment of debt, after all debts have been resolved.

C. WITHHOLDING OF SERVICE:

GOLF may withhold or discontinue service rendered under application by any Consumer, unless all prior debts have been settled in full, including connection charges, capacity reservation, minimum bill, etc.

D. LIMITATION OF USE:

Utilities service purchased from GOLF shall be used by the Consumer only and the Consumer shall not sell or otherwise

dispose of such service supplied by GOLF. In no case shall a Consumer, except with the written consent of GOLF, extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish utilities service for adjacent property, even though such adjacent property is owned by him. In case of such unauthorized extension, re-metering, sale or disposition of service, Consumer's service is subject to discontinuance until such unauthorized extension, re-metering, sale or disposition is discontinued and full payment is made on bills for service, calculated on proper classification and rate schedules, and reimbursement, in full, is made to GOLF, including all extra expenses incurred as a result thereof.

E. CONTINUITY OF SERVICE:

GOLF will at all times use reasonable diligence to provide continuous service, and having used reasonable diligence, shall not be liable to the Consumer for failure or interruption of continuous W/S system. GOLF shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, repairs or adjustments, acts of sabotage, enemies of the United States, wars, federal, state, municipal or other governmental interference, acts of God or other causes beyond its control.

F. LIABILITIES:

1. Consumer's: The Consumer is responsible to properly protect GOLF's property serving the Consumer's

premises, and shall permit no one but GOLF's agents, or person(s) authorized by law, to have access to GOLF pipes and apparatus. In the event of any loss or damage to property of GOLF caused by apparent carelessness, neglect, abuse or misuse on the part of the Consumer, the cost of making good such loss or repairing such damage shall be assessed the Consumer. Damages as a result of Tampering will be pursued in addition to the above recovery of costs.

2. GOLF's: GOLF is liable for potable water delivery to and/or acceptance of sewage from the Consumer. For this reason, GOLF reserves the right to inspect the Consumer's premises when GOLF has reason to suspect toxic, dangerous, noxious, injurious or damage producing chemicals, processes or contaminants affecting the W/S systems to the detriment of other Consumers, GOLF facilities or personnel.

G. CHANGE OF CONSUMER'S INSTALLATION:

Changes to the Consumer's installation will be made when deemed necessary by GOLF, at GOLF's expense. If requested by the Consumer, or if a Consumer's service installation needs to be moved due to Consumer's construction (i.e., driveway), said change will be at Consumer's expense.

If the change is due to inadequate or oversized meter or GOLF's service line sizes, GOLF will have such proper sizes installed. Costs for such installation and connections will be borne by the Consumer.

H. INSPECTION OF CUSTOMER'S INSTALLATION:

All Consumers' service installations or changes shall be inspected by GOLF upon completion to ensure that Consumers' piping, equipment and devices have been installed in accordance with accepted standard practice and such local governmental or other rules/codes as may be in effect. Where municipal or

other governmental inspection is required by local rules, codes and/or ordinances, GOLF cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by GOLF, and the customer has paid all costs of inspection.

I. ACCESS TO PREMISES:

The duly authorized agents of GOLF shall have access at all reasonable hours to the premises of the Consumer for purpose of installing, maintaining, repairing and inspecting or removing GOLF's property, reading meters and other purposes incident to performance under or termination of GOLF's agreement with the Consumer, and in such performance shall not be liable for trespass.

J. RIGHT-OF-WAY OF LIFT STATION EASEMENTS:

The Consumer shall grant or cause to be granted to GOLF, and without costs to GOLF, all rights, easements, permits and privileges which are necessary for the rendering of service, including operations, maintenance, removal and replacement of GOLF facilities. Where easements or rights-of-way are required, such documents will be provided in final form acceptable to GOLF (including recording) prior to commencement of service. Consumer shall provide evidence satisfactory to GOLF that it has the right to grant said easement, free and clear of all encumbrances.

K. SERVICE:

GOLF is required to provide the necessary facilities on a cost-effective, long-term economy of operation basis. Facilities, equipment and procedures will be performance oriented to provide such service to the customer on a continuing economical basis. Likewise, once connected to the W/S system, a Consumer remains an "on-line" Consumer and in turn is obligated to pay a minimum monthly charge until such time as he is permanently disconnected.

L. WATER/SEWER SERVICE AVAILABILITY:

Whenever W/S service is reasonably available, both services shall be provided.

M. DRY LINES/FACILITIES:

Dry lines and facilities, when required, will be constructed in accordance with GOLF Minimum Standards.

N. SEWER BACKUP:

Inasmuch as most of the problems resulting in sewer backup are caused by plugging of the building sewer by deleterious objects, or Consumers' trees, whose roots have grown into the building sewer, or GOLF stub-out, the following procedures will apply:

1. GOLF will immediately respond and investigate the cause of the backup, clearing any GOLF sewer main obstructions.
2. If the sewer main is clear, GOLF will so advise the Consumer and will: a) work with the Consumer's licensed plumber to clear the building sewer, or b) work on the building sewer/sewer main will be performed

by GOLF from the point of connection to the main. If the trouble source is found to originate on private property or by private action, an AC charge will be assessed the Consumer.

O. PROHIBITED CONNECTION:

It shall be unlawful for any person to cause a connection to be made or to allow one to exist for any purpose whatsoever between the GOLF water supply system and any other source of water supply; except that GOLF may interconnect its water supply system with any other water utility system which has been approved by the DER and PBCHD, or any other municipal water supply system which has the approval of the DER and the PBCHD. It shall be unlawful for any person to cause a connection to be made into improperly constructed pools, reservoirs, storage tanks, standpipes and unsanitary containers of any kind in which the water therein is stored and is subjected to contamination. Any and all connections to the water system which must discharge into such pools, reservoirs, storage tanks or standpipes must be so connected in a manner to prevent syphoning back of the water therein stored into the GOLF water supply system in the event of the development of a negative pressure in the GOLF water supply system.

P. WATER STORAGE:

All pools, reservoirs, storage tanks, standpipes or other containers in which water from the GOLF water supply system is stored or from which the water therein stored is circulated through pipes connected to the GOLF water supply system, must

be approved by the DER and the PHCHD, as applicable, as to the sanitary condition and ability to adequately protect the water therein stored from contamination, which approval must be obtained prior to receipt of final approval by GOLF for their intended use. Any person whose premises are supplied with water from the GOLF water supply system, and who also has on such premises a separate source of water supply or who stores water in unsanitary pools, storage tanks, standpipes, or other unsanitary containers from which the water therein stored is circulated through a pipe-in system, shall file with the GOLF Villages Clerk a statement of the non-existence of cross-connections with the GOLF water supply system.

Q. VIOLATION:

Any person who shall violate any of the provisions of Section 3(O)-(P) shall be deemed guilty of a misdemeanor and upon conviction shall be punished by applicable law. The continued violation of any of said provisions shall constitute a separate offense for each day that each said violation shall continue. In addition, water service shall be discontinued to any premises upon which there is found to be an illegal connection between GOLF's water supply system and other sources of water supply, and upon any premises upon which there is found to be a connection between the GOLF water supply system and any piping system transporting water from any source of supply whatsoever which has been subjected to contamination by

storage in an unsanitary container or improperly constructed pools, reservoirs, storage tanks and stand pipes, and such service shall not be restored until such cross-connections have been discontinued and all containers and piping systems sanitized.

R. SUSPENSION OF SERVICE:

All reasonable efforts will be made to notify effected customers whenever it shall become necessary to temporarily shut off the water supply in any section or sections, except in the case of accident or emergency, in which case the water may be shut off without notice. No claim shall be made against GOLF, nor against any employee thereof, on account of the shutting off of the water supply, either with or without notice therefore.

SECTION 4 - BILLING

A. ACCOUNT DEPOSIT:

1. Each new Consumer, unless specifically exempted as provided for hereinbelow, shall be required to place on deposit with GOLF an initial Account Deposit. The deposit shall bear no interest and is intended as security for payment of any bill and is refundable to the Consumer, less final charges as applicable. The Account Deposit is due prior to connection of service. The amount of the Account Deposit will be approximately equivalent to three (3) months of current average usage.

1. Residential: An Account Deposit shall be required for each dwelling unit. Single residential Consumers utilizing an over-size meter shall be required to place an Account Deposit based upon meter size.
2. Other Utilities: For service to other public utilities using master meters, if the Account Deposit is at least \$2,500.00, said deposit may be paid in the form of a clean, irrevocable letter of credit, valid for a period of 12 months, drawn on a local bank in favor of GOLF, payable at sight by draft and accompanied by a statement from GOLF Administrator that the amount to be drawn is due and payable upon default of water and sewer bills. If at any time the deposit due GOLF exceeds the face value of the letter of credit, the letter shall be amended to an amount not less than the deposits due. Such letter of credit must be renewed annually for a like period at least 30 days prior to expiration. No interest will be paid on a letter of credit, but GOLF will release the letter under the same criteria as listed in the Account Deposit Refund.
3. Commercial: The amount of the Account Deposit shall be required based upon meter size.
4. Existing Account Deposits: In the event of an increase in the Account Deposit requirement, existing

Consumers shall not be required to increase their Account Deposit, unless the account has been finalized and the Account Deposit used, in part or in full, for satisfaction of outstanding amounts due.

5. Exceptions: Agencies of the federal, state or local government are exempt from Account Deposits. Charitable and quasi-governmental agencies are required to have an Account Deposit.

6. Transfer: An Account Deposit may be transferred, by the same Consumer, to a new service address.

B. BILLING CYCLE:

A billing cycle shall consist of approximately 30 days or 90 days, whichever applicable, dependent upon weather, holidays, access to meters, work force availability, etc., and is determined to be from one meter reading to the next. A service period of 15 days or longer shall be considered as one full month for billing purposes.

<u>Day</u>	<u>Action</u>
0	Open account/start service
0-30	Meter read (first time)
5-35	Bill sent/due;
50	Past due notice mailed requesting payment within five days
55	Service terminated for Consumers who have not paid first bill (PB) and account is finalized

A Consumer who has not paid the first month's bill within 50 days of mailing by Utility is considered delinquent and shall be required to pay the total amount due within five days at GOLF office or service will be terminated. If not paid within an additional 24 hours, the account will be finalized,

using any Account Deposit, if available, for full or partial payment. Any service to the same service address after the finaling will be considered a new account and all appropriate charges will apply. GOLF reserves the right to require identification and verification of proof of service address occupancy.

C. BILLING PERIODS:

Bills will be rendered quarterly or monthly, as applicable, and shall be considered as received by the Consumer when delivered or mailed to their service or mailing address, as requested by the Consumer. Base Facility Charges shall be billed in advance, with excess gallon usage charges billed when incurred. Non-receipt of bills by Consumer shall not release nor diminish the obligation of Consumer with respect to payment thereof.

D. BILLS WHEN DUE:

Bills are due and payable upon constructive receipt. Non-payment prior to the beginning of the next billing shall result in the unpaid amount being carried forward as a Previous Balance. A penalty equal to the greater of One Dollar (\$1.00) per month or One Percent (1%) of the previous balance outstanding shall be charged to Consumer with the next billing and shall be due and payable, together with such next billing. The Consumer is liable for all costs of collection including, but not limited to, all lien filing fees, costs and attorneys'

fees. GOLF shall have a lien on all lands or premises served by its water and sewer system for all service charges until paid, which lien, when delinquent for more than 60 days, may be foreclosed by GOLF as provided by law.

E. PREVIOUS BALANCE (PB):

An unpaid Previous Balance shall subject the Consumer to being disconnected from GOLF to avoid unlimited use of W/S service.

F. PARTIAL PAYMENTS:

Partial payments are not considered payment in full and service may be refused and/or terminated. Service will not be reactivated on the basis of partial payment when service has been terminated.

G. TERMINATION LIABILITY:

There shall be no liability of any kind against GOLF for service termination due to the Consumer's failure to pay the bill in full and on time.

H. ADJUSTMENT OF BILL FOR METER ERROR:

In meter tests made by GOLF, the accuracy of registration of the meter and its performance in service shall be judged by its average error. The average meter error shall be considered to be the average of the errors at the test rate flows in accordance with AWWA Standards.

1. Fast Meter: Whenever a meter tested is found to register fast in excess of the tolerance provided in the AWWA Standards, the Utility shall refund to the Consumer the amount billed in error for one-half the

period since the last test; said one-half period not to exceed six (6) months, except that if it can be shown that error was due to some cause, the date of which can be fixed, the over-charge shall be computed back to, but not beyond, such date. The refund shall be exclusive of any minimum charge.

2. Slow Meter: Whenever a meter tested is found to register slow in excess of the tolerance provided in the AWWA Standards, the Utility may bill the Consumer since the last test; said one-half period not to exceed six (6) months, except that if it can be shown that the error was due to some cause, and the date of which can be fixed, the charge may be computed back to, but not beyond, such date.
3. Non-Registering Meter: In the event of a non-registering meter, the Consumer may be billed on an estimated basis on similar usage.
4. Consumer Request: If a consumer requests an inspection or re-reading of a meter, GOLF may impose a service charge therefor in accordance with GOLF's rate schedules.

I. TEMPORARY DISCONNECT:

Inasmuch as a Minimum Bill will continue to accrue, a Temporary Disconnect request will be honored if the Consumer so requests.

J. PERMANENT DISCONNECT:

A purveyor/Consumer contractual relationship is understood to exist wherein GOLF is required to provide, operate and maintain the extensive facilities to serve the Consumer, on demand, and the Consumer, in turn, is required to pay certain initial fees and minimum monthly costs to help maintain a viable W/S system. A Consumer may elect to relinquish this right to such capacity/service in one of two ways, which relinquishment releases GOLF from its obligation to provide such capacity/service, as follows:

1. A Consumer, for property he owns, may notify GOLF, in writing, of his intention to permanently disconnect from such systems.
2. A Consumer may refuse to pay the monthly or quarterly minimum bill, as applicable, in full, for at least 60 days, and is, therefore, presumed to have consciously and voluntarily voided the contractual relationship.

In either above case, if the Consumer required W/S capacity/service in the future and if such capacity/service is available, such capacity/service will be provided in accordance with existing policies and procedures and the Consumer will be treated as any new Consumer, including payment of such initial and on-going costs as are currently in effect. Consumers who receive service but who do not have an individual meter can not terminate service unless they have installed at their cost a meter for their service by which service can be turned off by GOLF.

K. NO FREE SERVICE:

There shall be no free service rendered by GOLF.

L. RESIDENTIAL COMMON/MASTER METERS:

Provision of residential service by common or master meter is discouraged. Those residential customers receiving service through common or master meters shall be billed for and pay Base Facility Charges on a per-dwelling unit or equivalent basis which are served through the common/master meter. Excess gallonage charges for such common/master meters shall be calculated by multiplying 30,000 gallons times the number of dwelling units or their equivalents served through the common/

master meter. To the extent actual usage exceeds this amount so calculated, said excess shall be apportioned pro rata among the dwelling units and their equivalent served behind the common/master meter. In all other respects, billing for customers behind common/master meters shall be identical to that of all other residential customers.

SECTION 5 - METERS

A. ALL WATER THROUGH METERS:

That portion of the Consumer's installation for domestic water service shall be arranged so that all water service shall pass through the meter. No temporary pipes, nipples, cross-sections or spacers are permitted, and, under no circumstances, are connections allowed which may permit water to bypass the meter or metering equipment, unless specifically designed and constructed as in large meter installations, as approved by GOLF. When the connection is made to an approved water system, a water meter may be set for construction water only without having an approved sewer system. Metering is essential to identify uses and to determine the integrity of the water system. In the event any building shall have separate units which are used for the housing of two or more families or for commercial purposes, or for both purposes, each such separate unit shall be metered individually as one unit. This requirement shall apply to all connections to the water system after the enactment of the MANUAL. GOLF encourages all existing non metered customers to obtain metered service, at the customers expense.

B. METERS - PROPERTY OF GOLF:

All meters shall be furnished by and remain the property of GOLF and shall be accessible to and subject to its control. The Consumer shall provide meter space to GOLF at a suitable

and readily accessible location and when GOLF considers it advisable, within the premises to be served, with adequate and proper space for installation of meters and similar devices.

C. CONNECTIONS TO BE MADE BY GOLF:

Connections to GOLF's system for any purpose whatsoever are to be made only by employees of or as authorized by GOLF. 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 settlement is paid in full for all service, including appropriate Service Charges.

D. METER ACCURACY REQUIREMENTS:

All meters used for measuring quantity of water delivered to a Consumer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. If any doubt, GOLF will be the final authority on size. Before being installed for the use of any Consumer, every water meter, whether new, repaired or removed from service for any cause, shall be adjusted to register within the accuracy limits as noted in the AWWA Standards for that type meter.

E. INACCESSIBLE METERS:

Where a meter becomes inaccessible to GOLF's meter readers/maintenance personnel due to piling of trash on meter box, inaccessible fenced yards, watch dogs, etc., GOLF may install a

remote reading device and charge the cost to the Consumer. Prior to such action, GOLF will advise the Consumer in writing (certified mail, return receipt requested) and allow not less than 30 days to have the Consumer correct the situation, prior to installing said device.

F. CONSTRUCTION METER:

A meter that will become a permanent part of a Consumer's service may be used for a construction water meter providing that a vertical riser of at least 2' above grade is connected to the outlet side of the meter/yoke. Building service will not be connected to a construction meter until such time as the sewer system is approved, at which time it is considered a permanent meter. Building service connected to a construction meter or relocation of the meter to other than the assigned site will be considered an Unauthorized Connection. The Connection Fee will become due at the request for a construction or permanent meter, as applicable.

G. CONSTRUCTION METER DEPOSIT:

For hydrant meters and construction meters, a meter deposit will be charged. It is the responsibility of the Consumer to provide current consumption data to GOLF on a monthly basis. Lacking this, GOLF will determine consumption, and in no case will the amount be less than the minimum required for that meter size.

H. METER LOCATION:

Wherever possible, the meter box will not be located in driveways or sidewalks, and should be, whenever possible, located on the Consumer's side of the property to be served.

I. EQUIPMENT TAMPERING:

It is hereby declared to be unlawful for any person, except employees and designees of GOLF and members of the fire department in the discharge of their recognized duties, to open, close, operate or interfere in any manner with any water meter, curb cock, service box, fire line valve, street valve, fire hydrant, or any other system property except by express written permission of the utility's director separately secured in each instance. It is further declared to be unlawful for any person to break any seal placed upon a service by GOLF after the discontinuance of water service or otherwise.

CHAPTER II - FACILITIES EXTENSION

SECTION 1 - PROVISION OF SERVICE

A Developer seeking to obtain water and/or sewer service, or a commitment for same, from GOLF shall be required to execute a standard Developer's Agreement.

SECTION 2 - RESERVATION OF CAPACITY

A. BASIS:

By entering into a Developer's Agreement, the Developer reserves water and sewer capacity in accordance with his development plans. In exchange for the proper amount of connection charges, GOLF guarantees the availability of water and sewer capacity in an amount and on a timetable as specified by the Developer.

B. SPECIFIC RESERVATION:

In addition to the contribution of any water distribution and sewage collection systems, where applicable, and further to induce GOLF to provide water and sewer service, Developer hereby agrees to pay to GOLF the following connection charges:

- (a) Facility Capacity Charges - The contribution of Developer's pro rata portion of the cost of utility plant and facilities.
- (b) Application Charge - A charge which reflects the actual administrative cost of preparation of the Developer Agreement, plus preliminary engineering costs. Said charge shall be paid as outlined in this MANUAL.
- (c) Plan Review Charge - A charge which reflects the actual cost of reviewing and approving governmental

agency applications, construction/engineering plans and shop drawings. Said charge shall be paid as outlined in this MANUAL.

- (d) Inspection Charge - A charge which reflects the actual cost of inspection of water and sewer facilities installed by Developer. Said charge shall be paid as outlined in the MANUAL.
- (e) Meter and Backflow Prevention Device Charges - The applicable charges for water meters, backflow prevention devices (when provided by GOLF), and/or meter and backflow prevention device installations of sufficient capacity for all single-family, residential, multi-family, commercial installation, or any other connection requiring a measuring device.
- (f) Legal Fees - A charge which reflects the actual cost to GOLF of its legal fees and costs in the negotiation and preparation of the Developer Agreement.

Payment of the connection charges does not and will not result in GOLF waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. GOLF shall not be obligated to refund to Developer any portion of the value of the connection charges for any reason whatsoever, nor shall GOLF pay any interest or rate of interest upon the connection charges paid.

Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the water or sewer facilities and properties of GOLF, and all prohibitions applicable to Developer with respect to no refund of connection charges, no interest payment on said connection

charges and otherwise, are applicable to all persons or entities.

Any user or consumer of water and sewer service shall not be entitled to offset any bill or bills rendered by GOLF for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of GOLF, including claims for breach of contract, damages or charges of the like of GOLF.

C. SCHEDULE FOR PAYMENT:

Developer shall pay, in full, Facility Capacity Charges for all capacity reserved hereunder at the time of execution of the DER permit approval. This payment may be for entire project. However, plant capacity shall only be reserved for that which Facility Capacity Charges have been paid. All other connection charges shall be paid as provided in the Standard Developer Agreement, Schedule A, or upon receipt of invoice from GOLF.

SECTION 3 - FACILITIES TO BE PROVIDED BY DEVELOPER

A. GENERAL:

Transmission, distribution and other water and sewer facilities will be provided by the Developer at no cost to GOLF pursuant to the requirements and specifications of GOLF. Facilities outside the point of connection shall be conveyed to GOLF by a Bill of Sale, free and clear of all encumbrances, together with perpetual rights-of-way and easements for appropriate access to facilities, as well as completed as-built

drawings for all such lines and facilities, together with accurate cost records establishing the construction cost of all such facilities as a condition precedent to their acceptance by GOLF and the initiation of service. Developer shall provide title insurance or an attorney's opinion acceptable to GOLF, at Developer's cost, evidencing Developer's right to convey easements or rights of way free and clear of all encumbrances.

In the event that construction of certain major plant facilities is necessary to provide service to a project, the Developer shall be required to pay for the design, construction and inspection of such facilities, with said design, construction and inspection to be conducted by GOLF.

B. REIMBURSEMENT FOR OVERSIZED FACILITIES:

If the W/S facilities can reasonably be expected to serve other areas than those of the Developer, GOLF shall require that they be oversized to enable service to be provided to such additional territory.

The Developer will be reimbursed for the estimated difference in the cost of construction between the oversized facilities and those facilities which he otherwise had required for his own use. The amount of the reimbursement shall be determined by GOLF based upon data concerning construction costs of GOLF and upon data that may be supplied by Developer's engineer. GOLF will make every effort to properly evaluate the "cost difference" for oversizing, but in the event of a disagreement, the decision of GOLF will be final.

The method of reimbursement will be as follows:

The Developer will receive the reimbursements due him from other Developers as they connect for a time period of up to five years.

There will be no reimbursement for the construction of six-(6) inch water mains, four-(4) inch sewer force mains, or eight-(8) inch sewer gravity mains, which are the minimum standard sizes, even if these sizes exceed the Developers' own requirements.

C. PAYMENT FOR USE OF OVERSIZED FACILITIES:

A Developer who makes use of facilities that were oversized previously shall be required to reimburse GOLF or other Entity for a proportion of the oversizing costs at the time of signing Developer's Agreement, dependent upon the hydraulic share as is determined to be appropriate. Due to variables such as the timing of projects or other factors, GOLF may not be able to advise the Developer as to the amount of such a reimbursement, or if there is a reimbursement due.

SECTION 4 - PLAN REVIEW AND INSPECTION

GOLF will review and approve the plans and specifications for, and will inspect the installation of all water distribution and/or sewage collection facilities installed by, Developer and/or Developers' contractors, which facilities are proposed to be transferred to GOLF for ownership, operation and control. Such inspection is designed to assure GOLF that the W/S facilities are installed in accordance with approved

designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. GOLF will be present at tests of component parts of the W/S systems for the purpose of determining that the system, as constructed, conforms to GOLF's criteria for exfiltration, infiltration, pressure testing, line and grade. Such tests will be performed by the Developer's contractor, but only under the direct inspection of GOLF's authorized inspector and the Developer's engineer. No connection to an existing GOLF facility shall be made except in the presence of GOLF's authorized inspector.

GOLF shall charge a plan review fee and inspection fee based upon the magnitude of the project. The fees for plan review and for inspection services are and shall continue to be, designed to defray the actual cost of conducting such plan review and such inspection and corresponding administrative costs.

SECTION 5 - INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the Developer or its plumbing contractor to connect Developer's plumbing installation with the sewage collection system. GOLF reserves the right to inspect all such connections to be assured that the same are properly made in accordance with GOLF's rules governing such connections and that the connection as made, is free from infiltration.

The Developer shall notify GOLF of any proposed interconnection with the facilities of GOLF and connection may be made without the presence of GOLF's inspector. However, such connection shall remain open until inspection by GOLF and until notice of the approval of such connection is furnished to the Developer in accordance with the practices and procedures of the Utility. Any connection covered without the benefit of inspection will result in the Developer being required to reopen, at Developer's cost, the connection for subsequent inspection. If GOLF fails to inspect the connection within five business days after written notice that the same is ready for inspection, the connection shall be deemed approved by GOLF.

SECTION 6 - PRIVATE FIRE SERVICE CONNECTION

A private fire service connection is to be used for fire purposes only and is to have no connection whatsoever with any service lines that may be used for other than fire purposes, and because of the danger of pollution, shall have no connection with any other source of supply, with the exception in case a tank or fire pump is installed as secondary supply. There shall be a backflow preventer installed by the Consumer at his expense in each GOLF connection to prevent the water from these secondary supplies from flowing into GOLF mains.

The Consumer shall not draw any water whatsoever through this connection for any purpose, except the extinguishing of

fires, or for periodic tests of the fire system, which tests shall be made in the presence of a representative of GOLF. Any authorized representative of GOLF shall have free access to the building at any reasonable time for the purpose of inspecting any of the equipment.

The Consumer shall set in this connection at the point of delivery, an approved detector check valve, installed by Consumer at his expense or installed by GOLF at Consumer's expense, the purpose of which shall be to indicate whether or not water is being used through this connection and for the further purpose of showing any leakage, if same exists. All meters shall become the property of GOLF.

Violation by the Consumer of any of the regulations in this section shall justify GOLF to disconnect said pipe or pipes, or stop the flow of water through same.

The right is reserved by GOLF to shut off the supply at any time in case of accident, or to make alterations, extensions, connections or repairs, and, if possible, GOLF agrees to give due and ample notice of such shut-off.

GOLF does not make any guarantee as to a certain pressure in this pipe or in the main supplying same, and shall not be, under any circumstances, held liable for loss or damage to the owner for a deficiency or failure in the supply of water, whether occasioned by shutting off of water in case of accident or alteration, extensions, connections or repairs, or for any cause whatsoever.

When fire line valves or connections are used in case of fire or for any other reason whatsoever, the Consumer shall immediately notify GOLF and GOLF shall forthwith reseal the used valves or connections.

SECTION 7 - CONSTRUCTION LIMITATIONS

Before construction of any project which is to utilize water and sewer utility services from GOLF, the developers of such projects must receive plan approval for water and sewer service by GOLF before a building permit may be issued by any issuing authority. Water service at a construction site may not be commenced until after completion of application for such service in accordance with the requirements of this MANUAL. GOLF will provide proximate locations for water and sewer connections, but assumes no responsibility for excavation and specific locations of connections installed by the developer. Developer shall comply with all instructions and specifications for making connections as directed by GOLF. Failure to comply with this requirement shall be independent grounds for denial of utility service. All meter connection locations on property are to be served in landscaped areas and not under walks, drives or other obstructions. Water line locations are to remain unearthed visible and suitably marked until all construction, including landscaping, is completed and a meter is installed.

CHAPTER III
RATES AND CHARGES

A. RATE SCHEDULE(S):

The rate schedule(s) for GOLF W/S systems are set forth in Schedule A attached hereto and made a part hereof.

B. AUTOMATIC ESCALATION:

1. All residential and non-residential rates authorized by the GOLF Village Council shall be adjusted automatically each calendar year, to reflect changing costs, in accordance with the requirements of this section.

2. The adjusted rates calculated pursuant to the requirements of this section shall take effect upon October 1 of each calendar year, commencing in 1989.

3. During the month immediately preceding those dates, the GOLF Manager or his designee shall calculate the new rates in accordance with the following procedure:

(a) Calculation of the Rate of Increase of Costs: The rate of increase of costs for each successive year shall be determined as follows:

(i) The term "Base Year" means the fiscal year ending on September 30, 1989.

(ii) The term "Comparison Year" means each fiscal year after the Base Year.

(iii) The term "Consumer Price Index" means the Consumer Price Index - United States All Items for All Urban Consumers published by the Bureau of Labor Statistics of the Department of Labor (Base Year 1982 = 100) ("CPI").

(iv) The rate of increase for costs for each successive year shall be determined by dividing the Comparison Year CPI by the Base Year CPI. The CPI for the Base Year or any comparison year shall be determined by averaging the monthly indices for that year.

C. BOYNTON BEACH AUTOMATIC PASS THROUGH:

Separate and apart from the automatic escalation provisions set forth above, all residential and non-residential sewer rates authorized by the Golf Village Council shall be adjusted automatically to reflect changing costs passed through to GOLF by the City of Boynton Beach, Florida pursuant to the Interlocal Agreement between GOLF and Boynton Beach for the treatment of wastewater. Such rate escalation shall take affect immediately upon the effective date of any rate escalation in the Boynton Beach pass through charges.

D. AMENDMENTS:

Separate and apart from the automatic escalation provisions set forth above, GOLF may amend the rate schedule(s) from time to time as provided by law.

E. CONSUMERS OUTSIDE GOLF LIMITS:

Pursuant to Section 181.191(1)(a), Fla. Stat., GOLF has the right to charge consumers outside the municipal boundaries the same rates, fees and charges which GOLF charges consumers inside the municipal boundaries. In addition thereto, Section 181.191(1)(a), Fla. Stat., grants GOLF the right to add a surcharge of not more than Twenty Five Percent (25%) to the rates, fees and charges which GOLF charges consumers outside

the municipal boundaries. Alternatively, pursuant to Section 181.191(1)(b), Fla. Stat., GOLF may charge to Consumers outside GOLF boundaries rates, fees and charges that are just and equitable, which are based on the same factors used in fixing the rates, fees and charges for Consumers inside the municipal boundaries. The municipality may add a surcharge not to exceed Twenty Five Percent (25%) of such rates, fees and charges for said services to Consumers outside the boundaries. However, the total of such rates, fees and charges for said services to Consumers outside the boundaries shall not be more than Fifty Percent (50%) in excess of the total amount the municipality charges Consumers served within the municipality for corresponding service. Under this second alternative, no such surcharge shall be fixed until after a public hearing at which all of the users of GOLF W/S Systems, owners, tenants or occupants of property served or to be served thereby, and all other interested parties, shall have an opportunity to be heard concerning the proposed rates, fees and charges. The statutory alternative to be utilized by GOLF for consumers outside municipal boundaries shall be set forth in Section XIII of Schedule "A" attached hereto.

3913P/de
07/06/89

SCHEDULE "A" - WATER AND SEWER RATE CHARGES

VILLAGE OF GOLF, FLORIDA

PROPOSED RATE TARIFF

FISCAL YEAR COMMENCING OCTOBER 1, 1996

<u>Line Number</u>		<u>Within City Limits</u>	<u>Rate Including Statutory Surcharge 25% (a)</u>
WATER:			
Residential			
1	Base Facility Charge - Quarterly, Per Dwelling Unit, Up To 30,000 Gallons	\$62.45	\$78.06
2	Gallonge Charge Per 1,000 Gallons in Excess of 30,000 Gallons, Per Dwelling Unit, Per Quarter	0.72	0.90
Commercial			
Base Facility Charge - Monthly, Per Meter Size:			
3	¾"	20.81	26.01
4	1"	27.67	34.59
5	2"	55.37	69.21
6	Gallonge Charge Per 1,000 Gallons	0.72	0.90
SEWER:			
Residential			
7	Base Facility Charge - Quarterly, Per Dwelling Unit, Up To 30,000 Gallons	57.01	71.26
8	Gallonge Charge Per 1,000 Gallons in Excess of 30,000 Gallons, Per Dwelling Unit, Per Quarter	1.59	1.99
Commercial			
Base Facility Charge - Monthly, Per Meter Size:			
9	¾"	19.34	24.18
10	1"	25.72	32.15
11	2"	51.46	64.33
12	Gallonge Charge Per 1,000 gallons	1.59	1.99

(a) Pursuant to Section 180.191 (1)(a), Florida Statutes.

REVISED EFFECTIVE OCTOBER 1, 1996

VILLAGE OF GOLF, FLORIDA

RATE CALCULATION

FISCAL YEAR COMMENCING OCTOBER 1, 1996

Line Number		Current Rates	Increase in CPI*	Increase in Purchased Sewage Costs**	Proposed Rates
	WATER:				
	Residential				
1	Base Facility Charge - Quarterly, Per Dwelling Unit, Up to 30,000 Gallons	\$60.75	\$1.70		\$62.45
2	Gallonge Charge Per 1,000 Gallons in excess of 30,000 Gallons, Per Dwelling Unit, Per Quarter	0.70	0.02		0.72
	Commercial				
	Base Facility Charge - Monthly, Per Meter Size:				
3	¾"	20.24	0.57		20.81
4	1"	26.92	0.75		27.67
5	2"	53.86	1.51		55.37
6	Gallonge Charge Per 1,000 Gallons	0.70	0.02		0.72
	SEWER:				
	Residential				
7	Base Facility Charge - Quarterly, Per Dwelling Unit, Up to 30,000 Gallons	54.91	1.57	\$0.53	57.01
8	Gallonge Charge Per 1,000 Gallons in excess of 30,000 Gallons, Per Dwelling Unit, Per Quarter	1.39	0.04	0.16	1.59
	Commercial				
	Base Facility Charge - Monthly, Per Meter Size:				
9	¾"	18.30	0.51	0.53	19.34
10	1"	24.34	0.68	0.70	25.72
11	2"	48.69	1.36	1.41	51.46
12	Gallonge Charge Per 1,000 Gallons	1.39	0.04	0.16	1.59

*CPI of 2.80%

**From City of Boynton Beach

REVISED EFFECTIVE OCTOBER 1, 1996

VILLAGE OF GOLF, FLORIDA
CHANGE IN CONSUMER PRICE INDEX
FISCAL YEAR COMMENCING OCTOBER 1, 1996

Line
Number

1	Consumer Price Index as of June, 1996	469.5
2	Consumer Price Index as of June, 1995	<u>456.7</u>
3	Change in Consumer Price Index (line 1 minus line 2)	<u>12.80</u>
4	Percentage Increase (line 3/line 2)	<u>2.80%</u>

SCHEDULE "A"

VILLAGE OF GOLF

WATER AND SEWER RATE CHARGES

I. QUARTERLY WATER AND SEWER RATES

RESIDENTIAL

Water - Base Facility Charge per Dwelling
Unit, Not exceeding 30,000 gallons
Rate \$60.75 Rate, including surcharge \$75.94

Each 1,000 Gallons of Usage in excess of 30,000 per Dwelling
Unit
Rate \$0.70 Rate, including surcharge \$ 0.87

Sewer - Base Facility Charge per Dwelling
Unit, Not exceeding 30,000 gallons
Inside \$54.91 Rate, including surcharge \$68.64

Each 1,000 Gallons of Usage in excess of 30,000 per
Dwelling Unit
Inside \$1.39 Rate, including surcharge \$ 1.74

Base Facility Charges listed above shall apply to all
residential dwelling units, whether occupied or not.

II. MONTHLY WATER AND SEWER RATES

COMMERCIAL

Water - Base Facility Charge based
on meter size.

METER SIZE

WATER SERVICE
AVAILABILITY CHARGE

	Rate	Rate, Including Surcharge
5/8" or 3/4"	\$ 20.24	25.30
1"	\$ 26.92	33.66
2"	\$ 53.86	67.32

Each 1,000 Gallons of Usage \$ 0.70 0.87

Sewer - Base Facility Charge based
on water meter size as follows:

METER SIZE

SEWER SERVICE
AVAILABILITY CHARGE
Rate Rate,
 Including
 Surcharge

5/8" x 3/4"	\$ 18.30	22.88
1"	\$ 24.34	30.43
2"	\$ 48.69	60.86
Each 1,000 Gallons of Usage	\$ 1.39	1.74

Water and Sewer Base Facility Charges listed above shall apply to all commercial units, whether occupied or not.

III. LATE PAYMENT PENALTY

If payment of a bill is not received prior to the beginning of the next billing cycle, a late payment penalty will be charged to Consumer of the greater of One Dollar (\$1.00) or One Percent (1%) of the previous balance per month, or Three Percent (3%) per quarter.

IV. DEPOSITS

A. RESIDENTIAL

Water Service	\$55.00
Sewer Service	\$50.00

B. COMMERCIAL

Deposits for commercial accounts shall be according to the following table:

<u>METER SIZE</u>	<u>WATER DEPOSIT</u>	<u>SEWER DEPOSIT</u>
5/8" x 3/4" or per DU	\$ 60.00	\$ 60.00
1"	\$ 75.00	\$ 65.00
2"	\$ 150.00	\$ 130.00

V. METER INSTALLATION CHARGES

The following meter installation charges are due at the time a building permit is obtained.

SCHEDULE "A"

VILLAGE OF GOLF

WATER AND SEWER RATE CHARGES

I. QUARTERLY WATER AND SEWER RATES

RESIDENTIAL

Water - Base Facility Charge per Dwelling
Unit, Not exceeding 30,000 gallons
Rate \$58.19 Rate, including surcharge \$72.74

Each 1,000 Gallons of Usage in excess of 30,000 per Dwelling
Unit
Rate \$0.67 Rate, including surcharge \$ 0.84

Sewer - Base Facility Charge per Dwelling
Unit, Not exceeding 30,000 gallons
Inside \$50.94 Rate, including surcharge \$63.68

Each 1,000 Gallons of Usage in excess of 30,000 per
Dwelling Unit
Inside \$1.33 Rate, including surcharge \$ 1.66

Base Facility Charges listed above shall apply to all
residential dwelling units, whether occupied or not.

II. MONTHLY WATER AND SEWER RATES

COMMERCIAL

Water - Base Facility Charge based
on meter size.

METER SIZE

WATER SERVICE
AVAILABILITY CHARGE
Rate Rate,
Including
Surcharge

5/8" or 3/4" \$ 19.39 24.24
1" \$ 25.79 32.24
2" \$ 51.59 64.49

Each 1,000 Gallons of Usage \$ 0.67 0.84

Sewer - Base Facility Charge based
on water meter size as follows:

Superseded 10/1/91

SCHEDULE "A"

VILLAGE OF GOLF

WATER AND SEWER RATE CHARGES

I. QUARTERLY WATER AND SEWER RATES

RESIDENTIAL

Water - Base Facility Charge per Dwelling
Unit, Not exceeding 30,000 gallons
Rate \$55.81 Rate, including surcharge \$69.77

Each 1,000 Gallons of Usage in excess of 30,000 per Dwelling
Unit
Rate \$0.64 Rate, including surcharge \$ 0.80

Sewer - Base Facility Charge per Dwelling
Unit, Not exceeding 30,000 gallons
Inside \$47.33 Outside \$59.17

Each 1,000 Gallons of Usage in excess of 30,000 per
Dwelling Unit
Inside \$1.24 Outside \$1.54

Base Facility Charges listed above shall apply to all
residential dwelling units, whether occupied or not.

II. MONTHLY WATER AND SEWER RATES

COMMERCIAL

Water - Base Facility Charge based
on meter size.

METER SIZE

WATER SERVICE
AVAILABILITY CHARGE
Rate Rate,
Including
Surcharge

5/8" or 3/4"	\$ 18.60	23.26
1"	\$ 24.74	30.93
2"	\$ 49.48	61.85

Each 1,000 Gallons of Usage \$ 0.64 0.80

Sewer - Base Facility Charge based
on water meter size as follows:

METER SIZESEWER SERVICE
AVAILABILITY CHARGE
Rate Rate,
 Including
 Surcharge5/8" x 3/4"
1"
2"\$ 16.98 21.23
\$ 22.58 28.23
\$ 45.16 56.45

Each 1,000 Gallons of Usage \$ 1.33 1.66

Water and Sewer Base Facility Charges listed
above shall apply to all commercial units,
whether occupied or not.

III. LATE PAYMENT PENALTY

If payment of a bill is not received prior to the beginning of the next billing cycle, a late payment penalty will be charged to Consumer of the greater of One Dollar (\$1.00) or One Percent (1%) of the previous balance per month, or Three Percent (3%) per quarter.

IV. DEPOSITSA. RESIDENTIAL

Water Service \$55.00

Sewer Service \$50.00

B. COMMERCIAL

Deposits for commercial accounts shall be according to the following table:

METER SIZEWATER DEPOSITSEWER DEPOSIT5/8" x 3/4"
or per DU

\$ 60.00

\$ 60.00

1"

\$ 75.00

\$ 65.00

2"

\$ 150.00

\$ 130.00

V. METER INSTALLATION CHARGES

The following meter installation charges are due at the time a building permit is obtained.

Superseded 10/1/91.

METER SIZE

SEWER SERVICE
AVAILABILITY CHARGE
Rate Rate,
 Including
 Surcharge

5/8" x 3/4"	\$ 15.78	19.72
1"	\$ 20.98	26.23
2"	\$ 41.96	52.45
Each 1,000 Gallons of Usage	\$ 1.24	1.54

Water and Sewer Base Facility Charges listed above shall apply to all commercial units, whether occupied or not.

III. LATE PAYMENT PENALTY

If payment of a bill is not received prior to the beginning of the next billing cycle, a late payment penalty will be charged to Consumer of the greater of One Dollar (\$1.00) or One Percent (1%) of the previous balance per month, or Three Percent (3%) per quarter.

IV. DEPOSITS

A. RESIDENTIAL

Water Service	\$55.00
Sewer Service	\$50.00

B. COMMERCIAL

Deposits for commercial accounts shall be according to the following table:

<u>METER SIZE</u>	<u>WATER DEPOSIT</u>	<u>SEWER DEPOSIT</u>
5/8" x 3/4" or per DU	\$ 60.00	\$ 60.00
1"	\$ 75.00	\$ 65.00
2"	\$ 150.00	\$ 130.00

V. METER INSTALLATION CHARGES

The following meter installation charges are due at the time a building permit is obtained.

METER SIZE

INSTALLATION COST

3/4"	AC
1"	AC
2"	AC
Over 2" - Established by GOLF	

Meters larger than 2" shall be provided and installed by the consumer. Meter type, design and installation shall be prescribed and approved by the GOLF Manager or his authorized representative.

VI. CUSTOMER SERVICE CHARGES

A. INITIAL METER TURN-ON

No charge - when opening a new account and deposit has been paid.

B. METER TURN-OFF - CLOSE-OUT OF ACCOUNT

\$10.00 service charge.

C. METER TURN-OFF OR TURN-ON - CUSTOMER REQUEST

Water service may be discontinued temporarily at the request of the customer, provided service is through an individual meter. During the period when service is locked off, base facility charges will continue for water and sewer service as listed above. A fee of \$10.00 will be charged for turn-on or turn-off of service. No additional deposit will be required when turn-off and turn-on service is required by the same customer.

D. METER TURN-OFF AND TURN-ON OF WATER SERVICE FOR NON-PAYMENT

1. Water service will be discontinued due to non-payment of utility service bills. A fee of \$10.00 will be charged for turning-off service. During the period when service is locked-off, base facility charges will continue for water and sewer service as listed above. A fee of \$10.00 will be charged for turn-on service. Service will be restored when all past due and accrued fees and charges have been paid in full.

2. Tampering with a locked off service will result in removal of the water meter and plugging of the water service line. A fee of \$50.00 will be charged for meter removal. Service availability charges noted above will continue to accrue for both water and sewer service.
3. A meter installation fee of \$50.00 will be charged for reinstallation of the water meter and restoration of service. Service will be restored when all accrued charges and fees have been paid in full.

E. METER RE-READ

1. A deposit of \$10.00 will be collected for a meter re-read.
2. If the reading is found to be correct, then the deposit will be retained by GOLF as a charge. If reading was incorrect, deposit will be refunded.

F. METER TESTING CHARGE

<u>METER SIZE</u>	<u>CHARGE</u>
3/4"	AC
1"	AC
2"	AC
Over 2" - By Utilities Director	

For larger meter installations, the charge thereof shall be prescribed by the GOLF Manager or his authorized representative.

G. FIRE HYDRANT CHARGE

<u>PER HYDRANT - PER YEAR</u>	\$75.00
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Charge for hydrant will be collected one year in advance on October first of each year.

VII. FACILITY CAPACITY CHARGES

As provided in this Manual, or as stipulated in Developer Agreement, either the Developer or the builder must have paid to GOLF, a facility capacity charge for connecting to the water and sewer system.

A. RESIDENTIAL

The facility capacity charge for a residential single-family or multi-family dwelling unit shall be \$600.00 per dwelling unit, as of October, 1989, which charge is subject to escalation as provided in Chapter III(B) of the Uniform Water and Sewer Service Policy.

B. NON-RESIDENTIAL, COMMERCIAL OR INDUSTRIAL

The facility capacity charge for a non-residential, commercial or industrial service shall be an amount in direct ratio to a residential unit based upon anticipated use. The ratio for use shall be determined by comparing the projected flow of water that said non-residential unit will use in relation to the amount of water use for a single-family residence. The GOLF Engineer shall determine said facility capacity charge.

VIII. APPLICATION CHARGES

GOLF imposes an Application Charge equal to its actual cost of \$50.00, plus preliminary engineering costs. The application charge and preliminary engineering costs shall be paid by Developer prior to execution of a Developer Agreement to permit GOLF to process and complete preliminary engineering for the development. Developer shall pay the actual engineering costs incurred or to be incurred by GOLF.

IX. RECORDING CHARGES

GOLF imposes a Recording Charge equal to its actual cost. Developer agrees to pay GOLF, prior to GOLF's acceptance of lines and facilities, the actual Recording Charges. Said charges are those established by the Clerk of the Circuit Court of Palm Beach County.

X. PLAN REVIEW CHARGES

GOLF imposes a Plan Review Charge equal to 1 percent of the construction cost, either actual or estimated, of the subject water or sewer facilities as installed by Developer. Developer agrees to pay GOLF the Plan Review Charge prior to GOLF's acceptance of lines and facilities. A \$200.00 non-refundable deposit shall accompany Developer's submittal of plans to GOLF, which shall be credited against the Plan Review Charge.

XI. INSPECTION CHARGES

GOLF imposes an Inspection Charge equal to 2 percent of the construction cost, either actual or estimated, of the subject water and sewer facilities as installed by the Developer. Developer agrees to pay same prior to GOLF's acceptance of lines and facilities from Developer.

XII. LEGAL FEES

Developer agrees to pay GOLF the greater of \$250 or actual cost to defer part of its legal fees and costs in the negotiation and preparation of this Agreement. Developer agrees to pay same prior to GOLF's acceptance of lines and facilities from Developer.

XIII. SURCHARGE

GOLF hereby elects to proceed under Section 181.191(1)(a), Fla. Stat., and charge all consumers outside the municipal boundaries the same rates, fees and charges as charged to all consumers inside the municipal boundaries. All Consumers outside of GOLF's boundaries shall pay, in addition to the same rates, fees and charges set forth herein for Consumers inside the municipal boundaries, a surcharge of Twenty-five Percent (25%) of such rates, fees and charges pursuant to section 181.191 (1)(a), Florida Statutes. The calculation of the rates to consumers outside the municipal boundaries have been added to the surcharge provided for above in the Schedule of Rates set forth in Sections I and II of this Schedule "A".

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