

**FLORIDA COMMUNITY SERVICES CORPORATION OF WALTON COUNTY
d/b/a REGIONAL UTILITIES**

POLICIES AND PROCEDURES

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1. GENERAL

This section provides the information about Florida Community Services Corporation of Walton County, d/b/a Regional Utilities (Regional) organized in accordance with Chapter 617, Florida Statutes, as a not-for-profit organization. It also contains the Rules of Procedure of Regional pertaining to meetings, workshops, policy making and conducting of administrative business of Regional. Regional's Design and Construction Specifications and Abatement Policy are considered a part of these Policies and Procedures and are incorporated herein by reference.

1.1. Definitions

When used herein,

- (1) “**Application for Service and Customer Agreement**” also known as “Application for Service” and “Customer Agreement” means the contractual document which establishes the relationship between the Customer and Regional under which service to the Customer is rendered and payment to Regional is made.
- (2) “**Board**” means the Board of Directors of Florida Community Services Corporation of Walton County (Regional).
- (3) “**Building Review and Permit Approval Form**” also known as the “Blue Sheet” means the approval form by Regional for the Walton County Building Permit Process.
- (4) “**Business Day**” means 8:00 A.M. to 4:30 P.M. daily, Monday through Friday, except on holidays as approved by the Board.
- (5) “**Collection Line**” means a sewer pipeline for collecting sewage within an area and transmitting to another area.

(6) “**Connection Fee**” means a charge for the connection of the Customer’s premises to Regional’s water distribution and/or sewer collection systems. The connection fees are established by order of the Board and are contained in the Rate Schedule (incorporated herein by reference) and as amended from time to time.

(7) “**Contributions in Aid of Construction**” (a/k/a Developer Capital Contributions) means the capital improvements of the water distribution and sewage collection systems constructed by the developer or owner and necessary easements of which developer or owner agree to transfer to Regional at no cost to provide utility service to a specified property.

(8) “**Cross Connections**” means any connection or structural arrangement between a public or a consumer’s potable water system and any non-potable source or system through which backflow can occur. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices and other temporary or permanent devices through which or because of which, backflow can occur, are considered to be Cross Connections.

(9) “**Customer**” means an individual, Corporation, LLC, partnership, firm, representative or association receiving service from Regional, which includes, but is not limited to, a developer if receiving services.

(10) “**Day**” means one (1) twenty-four (24) consecutive hour period.

(11) “**Deposit**” is a refundable fee for water service and/or sewer service. Commercial and master meter accounts are required to pay a refundable fee for each service based on the number of Equivalent Residential Connections on the account. Regional will hold the deposit until such time as the service is cancelled and will be applied to the final bill.

No interest is paid on the deposit and no interest is earned by Regional. Deposits will be refunded to the name provided on the Application for Service and Customer Agreement.

(12) **Design and Construction Specifications** means the requirements of Regional for water and/or sewer facilities constructed by the Customer which are established by Regional and contained in these Policies and Procedures.

(13) **“Developer”** means an individual, firm, LLC or Corporation who submits plans for water and/or sewer improvements within Regional’s service area.

(14) **“Developer Agreement”** means an agreement between Regional and a Developer/Owner governing the provision of utility service.

(15) **“Distribution Line”** means the pipe owned by Regional used for the distribution of water to the service laterals after receipt from the transmission main.

(16) **“Equivalent Residential Connection (ERC)”** means the measurement of impact based on 350 gallons per day per household (100 gallons per person/ 3.5 people per residence) as regulated by the FDEP or up to a 220 value on the Fixture Value Worksheet based on the Southern Standard Plumbing Code.

(17) **“FDEP”** means the State of Florida Department of Environmental Protection.

(18) **“FDOT”** means the State of Florida Department of Transportation.

(19) **“Fire Hydrant Meter”** is a temporary meter placed on a fire hydrant within Regional’s service area.

(20) **“Fire Lines”** shall refer to the piping, valves and other appurtenances extending from the Regional water main tapping saddle and supply valve used exclusively for fire

protection purposes. At no time shall Regional be responsible or authorized to perform maintenance, testing, repairs, installation or modification to fire lines.

(21) “**Fixture Value Worksheet (FVW)**” is a tool used when calculating the impact fee for a single family or multi-family residence for a single parcel of land. The FVW includes a fixture value for each type of plumbing-related item in a residence. The FVW determines the amount of impact fees owed by the applicant.

(22) “**Force Main**” means the pipe owned by Regional used to transmit sewage under pressure.

(23) “**Grease Trap Program**” means the program implemented by Regional to insure that Customers perform regular maintenance of grease traps as deemed necessary to protect Regional’s System.

(24) “**Grinder Pump**” means a centrifugal submersible pump and associated wet well designed to reduce all material found in normal domestic and light industrial sewage.

(25) “**Grinder Maintenance Fee**” means the charge for Regional to maintain a grinder pump connected to Regional’s force main sewer system.

(26) “**Grinder Pump Installation Fee**” means the charge for the installation of a grinder pump to connect to Regional’s force main sewer system.

(27) “**Hot Tap**” means a hole cut into Regional’s active utility main.

(28) “**Impact Fee**” means the fee imposed by Regional on a new service connection or change of use to pay for the costs of providing water and sewer service. These fees are designed to offset the impact of additional use of Regional’s water and sewer services.

(29) **Impact Fee Estimation Table**” is a table used to estimate impact fees based on standard water usage rates for different water use types. Each ERC factor is based in accordance with the Florida Department of Environmental Protection; one (1) ERC equals three-hundred and fifty (350) gallons per day.

(30) **“Incentive Connection Program”** means the program that is offered to customers with existing structures serviced by water wells and/or septic tanks in areas where water and/or sewer extensions are placed as an enticement to disconnect from and/or demolish water wells and/or septic tanks and connect to Regional’s Service.

(31) **“Jumper Meter”** means a temporary meter installed at a subdivision for the purposes of filling, flushing, pressurizing and testing newly constructed water and sewer lines.

(32) **“Late Payment Fee”** is a charge imposed by Regional on any account not paid by the due date.

(33) **“Lift Station”** means a facility for pumping sewage under pressure or raising sewage to a higher elevation.

(34) **“Main”** means that pipe owned by Regional to which service lines may be connected.

(35) **“Main Extension”** means a pipeline added to Regional’s existing main for the purpose of service to one or more Customers and which is to become the property of Regional.

(36) **“Manager”** means the General Manager of Regional.

(37) **“Master Meter”** means a single meter servicing more than one unit and/or residence.

(38) “**Meter deposit**” is a refundable fee collected by Regional for all new meter installations, remodeling or construction additions. No interest is paid on the deposit and no interest is earned by Regional.

(39) “**Meter Fee**” means the charge for the cost and installation of a meter.

(40) “**Month**” means the time interval between successive meter reading dates, which is approximately thirty (30) days.

(41) “**Owner**” means a person, firm, LLC, corporation, association or other entity having any interest whatsoever, whether legal or equitable, sole or partial, in any premises, but does not include a tenant renting the premises.

(42) “**Plan Review Fee**” means the fee charged by Regional covering the costs to review the drawings of the developer or property owner. It is collected upon receipt of the plans for review.

(43) “**Plumbing**” means all pipes, fittings and appurtenances on the owner’s side of the water meter, grinder pump or property line.

(44) “**Point of Delivery**” means the point where Regional’s water meter or sewer service is connected to the Customer owned or operated facilities and where service to Customer begins.

(45) “**Premises**” means any and all real property or tangible personal property affixed to real property served by Regional or capable of being served by Regional as a result of existence of a service connection.

(46) “**Prepaid Connection**” means an impact fee paid in advance of any construction for a specific number of water and/or sewer connections on a specific parcel of land.

(47) “**Project Certification Procedure**” means a procedure that specifies the requirements for a developer project to receive final certification from the applicable governmental authorities.

(48) “**Rate Schedule**” means the current rates as charged by Regional. The rates are subject to change based on the Consumer Price Index as published by the Public Service Commission. The rates can also increase or decrease as determined by the Board.

(49) “**Regional**” means Florida Community Services Corporation of Walton County d/b/a Regional Utilities.

(50) “**Renter’s Affidavit**” means the authorization form completed by the owner and the tenant required to establish utility service.

(51) “**Return Payment**” means any payment received by Regional that is returned unpaid.

(52) “**Service**” means the supplying of potable water to a point of delivery and/or collection of sewage by Regional.

(53) “**Service Charge**” means the fee charged by Regional for traveling to and from any service location plus all costs incurred.

(54) “**Service Lateral**” means the pipe which is owned by Regional and which connects the distribution or collection line to the point of delivery.

(55) “**Service Lines**” means the pipes owned by Regional which extend from the main to the meter, grinder pump or property line.

(56) “**Sewer**” means that which enters a drain, toilet or sink and is transported to the sewer treatment facility. Sewer is also referred to as sewage or wastewater.

(57) “**Sewer Simplex Grinder Pump and Maintenance Agreement**” (aka “Grinder Pump Agreement”) means the contractual agreement between Regional and the Customer for the installation and maintenance of a grinder pump.

(58) “**Tampering**” means any willful damage, alteration or interference with Regional’s service or infrastructure.

(59) “**Tenant**” means an individual, firm, LLC or corporation that rents a structure or real property from an owner or owner’s agent.

(60) “**Transmission Main**” means the pipe owned by Regional used to transmit water from its source to the distribution facilities.

(61) “**Unauthorized Use**” means obtaining water and/or sewer service from the premises not subject to an Application for Service and Customer Agreement. This also includes obtaining water and/or sewer service to any Regional infrastructure without permission.

(62) “**Utility Damage**” means any damage to service lines, meters, grinder pumps, lift stations, mains or other equipment by contractors, construction companies, governmental agencies, individuals or others.

(63) “**Water and/or Sewer Connection Agreement**” means the agreement between the Customer and Regional for the financed water and/or sewer impact fee and installation charges.

(64) “**Wholesale Water Agreement**” means the agreement with a utility company to offer wholesale service.

1.2. Description of Organization

(1) Florida Community Services Corporation of Walton County, d/b/a Regional Utilities, is a Florida corporation, not for profit, established under Florida Statute Chapter 617. Florida Community Services Corporation of Walton County is commonly called and referred to as “Regional”. It is the franchised operator of a water and sewer utility system pursuant to an agreement entered into between Walton County and Florida Community Services Corporation of Walton County dated July 16, 1985. Pursuant to the Franchise Agreement, the County has granted the exclusive right to Regional to construct, operate and maintain a water and sewer utility system and to sell such services to those customers located within the service territory. This service territory encompasses the following for water and sewer service:

WATER:

North Boundary: Choctawhatchee Bay and Choctawhatchee River.

East Boundary: Bay County (North of Intracoastal Waterway) and Winston Lane (along US 98 corridor)

South Boundary: Gulf of Mexico

West Boundary: Mack Bayou Road (only south of and including Mack Bayou Center)

SEWER:

North Boundary: Choctawhatchee Bay and Choctawhatchee River.

East Boundary: Bay County (North of Intracoastal Waterway) and Winston Lane (along US 98 corridor)

South Boundary: Gulf of Mexico

West Boundary: Western Boundary of Sandestin Development

(2) Regional's purpose, objective and nature of business is to provide water and sewer services to its Customers within its service territory.

(3) The affairs of Regional are directed by a Board of Directors that governs the policy making and rule making process.

(4) The General Manager, appointed by the Board, manages Regional on a day-to-day basis. The administrative staff and field personnel perform the various functions required for the operation of Regional under the management of the General Manager.

1.3 General Information Concerning Regional

(1) The principal office of Regional is located at 4432 U.S. Highway 98 East, Santa Rosa Beach, FL 32459. The office telephone number is (850) 231-5114. The website is www.regionalutilities.net.

(2) Official office hours are from 8:00 A.M. to 4:30 P.M. daily, Monday through Friday, except on holidays as approved by the Board. The after-hours emergency telephone number is (850) 231-5114.

(3) Unless otherwise provided, comments, communications or requests for information should be made in writing and addressed to the General Manager at the principal office.

1.4 Meetings and Workshops

(1) Regular Board meetings will be held each month, unless otherwise determined by the Board, at times and places as designated by the Board.

(2) Special meetings may be called at any time by the Board Chairman or General Manager when the Chairman or General Manager deems necessary.

(3) Workshops may be held at any time and place designated by the Board Chairman or General Manager for comprehensive review and study of one or more subjects. No formal action may be taken.

(4) An agenda shall be prepared by the staff in time to insure that copies are received by Board members at least one (1) day before the meeting or workshop.

(5) After the agenda is available, changes may be made for good cause as determined by the presiding officer.

2. RATES, FEES, CHARGES AND DEPOSITS

General rates, fees, charges and deposits are established by order of the Board and are contained in Regional's Rate Schedule to be paid by Customer. Copies of the current Rate Schedule may be obtained at the principal office of Regional and are available on Regional's website.

2.1. Connection Fees

For any and all new connections to Regional's water and/or sewer systems, the Customer shall pay water and/or sewer connection fees in accordance with the current Fee Schedule. Such connection fees are not refundable and shall be paid prior to any meter(s) being set or connections being made to the systems. On all new construction and commercial development, these fees must be paid in full in advance. Some existing structures may qualify for the Incentive Connection Program.

(1) All Impact Fees must be paid in advance of any construction or change of use on a specific parcel of land. When the impact fee is paid, the property owner must complete an Application for Service and Customer Agreement for such connections. These

connections are not interchangeable between properties or Customers except as approved by the Board of Directors.

(2) Water Impact Fee(s) are based on a value as determined by the Fixture Value Worksheet for residential service. Commercial service is determined by the Impact Fee Estimation Table.

(3) Meter Installation Fee is based on the requested meter size of the applicant and should be at the recommendation of the Florida licensed engineer or architect. All sizes must be approved by Regional.

(4) A Meter Deposit is required to ensure proper care for the metering equipment during construction. Once the water service has been connected and the structure is complete, including but not limited to all fill and landscape, and the meter is accessible, the meter deposit may be refunded at the Customer's request. Before a refund is issued, any outstanding balance on the account must first be paid in full by the Customer. If the equipment is not in proper working order or condition, any charge associated with the replacement or correction to the equipment will be charged to the account. If the deposit does not cover the costs of damages, an additional fee will be applied to the next bill.

(5) A Water Deposit is required for all applicants of water service prior to providing service.

(6) Sewer Impact Fees are based on a value as determined by the Fixture Value Worksheet for residential service. Commercial service is determined by the Impact Fee Estimation Table.

(7) Grinder Purchase Charge is the cost of the grinder package.

(8) Grinder Installation Charge covers the cost associated with the labor and equipment needed to install a sewer grinder on a Customer's residential property. Grinders will not be provided, installed or maintained by Regional on properties with gravity service or any structure built below the required finished floor elevation.

(9) Recording fees are required to be paid for any documents and contracts recorded with the Walton County Clerk of Court by Regional.

(10) A Sewer Deposit is required for all applicants of sewer service.

2.2 Development Plan Review Fees

Plan review is a fee used to fund the development plan review process. These fees are required to be paid in advance of any development plan review(s).

2.3 Hot Tap Fees

In order to make a connection to a Regional main, a hot tap is required. These fees are due in advance before any hot tap is performed.

2.4 Grinder Riser Fee

A grinder riser may be required if storm water is entering the sanitary sewer system as a result of improper height of a grinder pump. Storm water is prohibited from entering a sewer collection system. Such charge to increase the height of the grinder shall be the responsibility of the Customer.

2.5 Grinder Relocation Fee

Any fees associated with the relocation of an existing grinder pump maintained by Regional will be priced individually based on the work required. At no time will the price be less than the base rate as established on the Rate Schedule. Relocation of a grinder pump will be at Regional's discretion.

2.6 Meter or Service Size Change or Relocation Charge

Water meter size change, service line change or relocation must be approved by Regional and will be charged according to the costs associated with the parts, equipment and labor necessary for the job. A minimum of one (1) hour labor will be charged.

2.7 Meter Damage Charge

Meter damage will be charged based on the parts, equipment and labor associated with the repair or replacement of Regional's meter equipment or water service line.

2.8 Utility Damage Charge

Utility damage will be charged based on the parts, equipment and labor associated with the repair or replacement of any damage to the system maintained by Regional, including, but not limited to, grinder pumps, service lines from the main to the grinder, lift stations, mains, service lines, meters, fire hydrants, valves, valve boxes, air relief valves, manholes, etc. Regional's responsibility ends at the property line or service lateral on a gravity sewer system. Any damage to Regional's utility system will be charged to the responsible party.

2.9 Service Charge

A service charge is a fee imposed by Regional due for the following but not limited to:

- (1) Any trip made to the property due to a delinquent account, return payment (i.e. returned checks, automatic withdrawal).
- (2) Any trip made to the property to activate service that was disconnected for non-payment.
- (3) Any trip made to the property to reactivate service in which the water and/or sewer was temporarily disconnected at the Customer's request.
- (4) Any trip made to the property to reactivate service on a previously cancelled account.

- (5) Any trip made to the property upon written or verbal request of the Customer to test the accuracy of the water meter that results in an accurate reading. The customer shall be charged a “Meter Test Fee”, except for those instances when the meter is found to over measure the amount consumed by more than two (2) percent.
- (6) Any trip made to the property at the request of the Customer to collect interval data.
- (7) Any trip made to the property at the Customer’s request to collect a meter reading.
- (8) Any trip made to the property at the Customer’s request to turn the utility service on or off.
- (9) Any trip made to the property regarding backflow certification after the initial RPBA (Reduced Pressure Backflow Assembly) testing appointment.
- (10) Any trip made to the property regarding FOG Control Device Certification after the initial testing appointment.
- (11) Any trip made to a property at the Customer’s request to locate a water meter or any other Regional equipment.
- (12) Any trip made to a property regarding a grinder pump not maintained by Regional.
- (13) Any trip made to the property to relocate a fire hydrant or jumper meter.
- (14) Any other cost incurred.

2.10 Return Payment Fee

Regional shall charge a fee for any payment made that is returned as uncollected funds.

2.11 Non-Access Charge

A “Non-Access Charge” will be applied to the next monthly bill for each attempt made to access Regional’s equipment. If unsuccessful in locating or accessing the equipment, the Customer will be provided with a notice that the Customer will have five (5) days to provide unrestricted

access to the equipment. Failure to provide such access will result in service disconnection. A reconnection fee will be based on the effort taken by Regional to disconnect and reconnect the service.

2.12 Sewer Reconnection Fee

A “Sewer Reconnection fee” will be charged to the Customer to reactivate sewer service which has been disconnected on a delinquent account. In order to re-activate service, the Customer must pay all fees associated with the sewer reconnection, including outstanding account balances.

2.13 Tampering Charge

A tampering fee will be imposed by Regional for any damage, alteration or interference with Regional’s service.

2.14 Unauthorized Use Charge

A charge imposed by Regional for any service obtained without consent of Regional and evidenced by entering into an Application for Service and Customer Agreement.

3. PROVISION OF SERVICE

3.1 Types of Service

(1) Residential single unit – Service to one (1) single family dwelling unit.

(2) Residential main and carriage house – Service to one (1) single parcel.

(3) Commercial single unit - Service to premises used for commercial purposes consisting of one (1) business unit.

(4) Multiple units commercial and/or residential - Service to premises consisting of two (2) or more units.

(5) Change in use of premises.

(6) Incentive Connection Program (single structure) - Service to residential premises with an active water well and/or septic tank.

(7) Fire Protection – Service used as a designated fire line to premises.

(8) Temporary Service – Service provided for construction and/or installation of water and/or sewer utility lines.

(9) Wholesale Service – Service to neighboring utility companies who are responsible for distribution to their customers.

3.2 Conditions of Service

Regional will require a minimum of two (2) weeks to review new connections, commercial transfers and/or activation of service. All documents and plans submitted to Regional shall not subsequently be altered or any additional fixtures be added during or after construction without the review and consent of Regional. Anyone found to have falsified information may be prosecuted pursuant to Florida Statutes. In addition, Regional may report fraudulent misrepresentation to the Division of Business and Professional Regulation against a Professional's license. All documents provided will be verified and field inspections will be performed. Service to any structure found to have exceeded the information provided will be disconnected until further review by Regional. Additional impact fees, if any, will be paid before service is restored. All building plans delivered to Regional's office will be destroyed if not retrieved within six (6) months of review.

(1) Deposits are required for each account as provided within this policy prior to the commencement of service for the purpose of securing payment of such service.

Each Customer shall be required to place a deposit with Regional for water and/or sewer service. The amount of the deposit shall be established by order of the Board.

(a) Deposits may be waived for governmental agencies.

(b) Regional may, in its sole discretion, increase deposit amounts for accounts that Regional considers are a payment risk.

(2) A service meter shall be 5/8 inch unless the Customer requests otherwise and Regional concurs.

(3) Reduced Pressure Backflow Assemblies (RP) are required when situations exist that would allow for Cross Connection with another water source or other circumstance such as, but not limited to, reclaim water use or irrigation, services requiring 1½ inches or larger meters, fire lines, non-single family residential accounts, private well connection to house, toxic chemicals on premises or structures over four (4) stories. All RP's are required to be certified by a certified backflow tester before water service is provided. Yearly certification is required. All backflow prevention must meet or exceed the standards as published in Regional Utilities Cross Connection Control program. Regional assumes no liability for failure of Back Flow Assemblies.

(4) Master meters will not be accepted unless approved by the General Manager or designee. Requests for master meters will be reviewed on a case by case basis. Individual meters are strongly encouraged in cases where multiple classes of service are provided. A Customer of Regional may not re-bill the service provided through a master meter to other Customers at a rate higher than the rate charged by Regional.

(5) A residential account serviced by a low pressure force main will require a grinder pump. Regional will provide, install and maintain a sewer simplex grinder pump according to the Sewer Simplex Grinder Pump and Maintenance Agreement.

(6) A commercial account serviced by a low pressure force main will require a duplex grinder pump which will be the responsibility of the Customer. Regional will not provide, install or maintain the grinder pump at commercial properties.

(7) If the premises are not adjacent to Regional's distribution system, the owner will be required to construct the water and/or sewer extensions at the owner's expense from the nearest connection point to the premises in accordance with Regional's Design and Construction Specifications.

(8) Where no previous service existed, Regional must be provided with evidence that the lines have been installed, inspected, approved and certified by appropriate agencies and all fees paid prior to being placed in service.

(9) Regional will not provide, install or maintain any grinder pump required on a gravity sewer line. The finished floor elevation of an owner's home or structure must be a minimum of one (1) foot above the crown of the road. This is to minimize the possibility of a sewage backup into the owner's home or structure. It is the owner's responsibility to ensure that the finished floor elevation meets this requirement. If the owner does not meet this requirement, Regional will not accept responsibility for any costs associated with any damages that could be caused by sewage backup.

(10) Calculation of impact fees for residential service is based on the Fixture Value Worksheet. Calculations for commercial and multiple unit service are based on the Impact Fee Estimation Table.

(11) All paid connection fees remain with the premises. Authorized connections are not interchangeable between properties or Customers except as approved by the Board of Directors.

(12) Regional strongly discourages the use of its water for irrigation purposes. No meters will be installed for the purposes of irrigation.

(13) Regional may, at its sole discretion, provide water service to the Customer without the Customer having constructed a building on the premises upon payment of all appropriate fees and charges.

(14) When both water and gravity sewer services are available at the property, both services must be purchased.

(15) When both water and force main sewer services are available at the property, the purchase of only water service is permitted.

3.3 Requirements of New Service

Although the following general information is required, Regional reserves the right to require additional detailed information. Information must be delivered to Regional's office. All applicants must comply with Regional's instructions for application. Water service will not be turned on unless the occupant is present. To obtain new service from an existing distribution line, Regional requires:

(1) For Residential Single Unit Service:

(a) A signed and sealed set of building plans.

(b) A completed Fixture Value Worksheet.

(c) Once the review is completed, an Application for Service and Customer Agreement will be created itemizing all fees due.

(d) Once all fees have been paid, all necessary agreements have been completed, and FDEP certifications have been received, the Building Review and Permit

Approval Form (Blue Sheet) will be provided and the building plans will be stamped and returned to the owner or contractor.

(e) If a grinder pump is required, an appointment will be made with the applicant to determine the location of the grinder pump installation.

(2) For Residential Main and Carriage House Service:

(a) A signed and sealed set of building plans. One (1) set is required for each structure if not combined on the plans.

(b) A completed Fixture Value Worksheet for each residence. Specify if the buildings will be metered together or separate.

(c) Once the review is completed, an Application for Service will be created itemizing all fees due.

(d) Once all fees have been paid, all necessary agreements have been completed, and FDEP certifications have been received, the Building Review and Permit Approval Form (Blue Sheet) will be provided and the building plans will be stamped and returned to the owner or contractor.

(e) If a grinder pump is required, an appointment will be made with the applicant to determine the location of the grinder pump installation.

(3) For Commercial Single Unit Service:

(a) Two (2) sets of signed and sealed architectural plans.

(b) All information is required as described in Regional's Commercial Instruction Sheet.

(c) Once the review is completed, an Application for Service will be created itemizing all fees due.

(d) Once all fees have been paid and necessary agreements have been executed, the Building Review and Permit Approval Form (Blue Sheet) will be provided and one (1) set of building plans will be stamped and returned to the owner or contractor.

(4) For Multiple Units (commercial and/or residential) Service:

(a) Two (2) sets of signed and sealed architectural plans.

(b) All information is required as described in Regional's Commercial Instruction Sheet.

(c) It is the responsibility of the developer to provide Regional with proof that all necessary permits, approvals and certifications have been obtained prior to connection to Regional's system.

(d) The owner shall, if required by Regional, upgrade the water and/or sewer mains, lift stations and any other infrastructure required to adequately serve the proposed development, and to construct on-site distribution systems in accordance with Regional's Design and Construction Specifications.

(e) Once the review is completed, an Application for Service will be created itemizing all fees due.

(f) Once all fees have been paid, all necessary agreements have been completed, and FDEP certifications have been received, the Building Review and Permit Approval Form (Blue Sheet) will be provided and one (1) set of building plans will be stamped and returned to the owner or contractor.

(5) For Change of Use of Premises:

(a) A change from commercial to residential service will require a completed Fixture Value Worksheet and an on-site inspection of fixtures by a designated Regional employee.

(b) A change from residential to commercial will require information as described in Regional's Commercial Instruction Sheet. (c) Once the review is completed, additional impact fees, if any, shall be paid. If the change in use is less than the ERC's currently on the account, the ERC's that are not used will be placed in reserve for the subject property and are not refundable or transferable. This does not apply to Master Meter accounts.

(6) For the Incentive Connection Program (single structure) Service:

(a) In order to qualify for the Incentive Connection Program, the owner shall abandon their existing water well and/or septic tank.

(b) An Application for Service will be provided itemizing the fees due.

(c) The owner(s) must then execute a Water and/or Sewer Connection Agreement in favor of Regional for the amount of the financed impact fee and installation charges. This agreement will be recorded in the Official Records of Walton County.

(d) The owner(s) must provide Regional with satisfactory proof of ownership of the subject property, and the agreement with Regional must be signed by the owner.

(e) Once all fees have been paid and necessary agreements have been completed, an appointment will be scheduled with the applicant to determine the installation

details. Regional will determine where the sewer line will be trenched and where the grinder pump and the water meter will be installed.

(7) For Fire Protection Service:

(a) All fire suppression systems and connections shall be designed and approved by a Florida licensed engineer and/or Florida licensed fire suppression system design contractor.

(b) Regional is not responsible for reviewing the design of the fire suppression system.

(c) The fire line may connect to an existing or newly installed potable water service line as long as the line is capable of sustaining pressure requirements for both the potable and fire lines.

(d) If any connection is larger than 2 inches, Regional will perform the hot tap required for the fire line. The Customer will be responsible for the tapping saddle and valve. Any fire line 2 inches or smaller will require a Regional representative to be on site during installation.

(e) A meter will be required for all fire lines. An Application is required along with payments for the meter, connection fee and deposit.

(f) Regional is not responsible or liable for fire lines.

(g) Regional is not liable for damages caused by failure of fire lines.

(h) Regional's responsibility ends at the tapping valve on the water main.

(8) For Temporary Service:

(a) Hydrant Meter

1. All hydrant meters must be approved and installed by Regional.

2. All Regional fees and deposits must be paid in advance of the meter installation.
3. Regional shall make the determination as to the location of the hydrant where the meter will be installed.
4. The hydrant meter and backflow device are the property of Regional and shall not be removed or relocated except by Regional.

(b) Jumper Meter

1. All jumper meters must be approved and installed by Regional and will only be used on a non-certified water line. Any water provided beyond the jumper meter cannot be used for human consumption.
2. All Regional fees and deposits must be paid in advance of the meter installation.
3. The jumper meter is the property of Regional and shall not be removed or relocated except by Regional.
4. Once the water line is certified by FDEP, the meter equipment and backflow device will be removed by Regional. It will be the responsibility of the Owner/Contractor to remove the services lines at the tap and to turn off the corporation stops.

(9) For Wholesale Service:

Wholesale Service with utilities will be governed by Wholesale Water Agreements negotiated with each utility company on a case by case basis.

3.4 Application for Service and Customer Agreement

Regional shall enter into an Application for Service and Customer Agreement (“Customer Agreement”) with each Customer which shall define the contractual obligations of the Customer and Regional. In the event a Customer Agreement has not been entered into between Regional and the Customer where only gravity sewer service is available, the use and acceptance of gravity sewer service shall constitute ratification and acceptance of the terms and conditions of service applicable to all Customers similarly situated, as described in this section. The following conditions shall apply:

- (1) Assignment or Transfer – The Customer Agreement shall not be assigned or transferred, unless otherwise approved by Regional.
- (2) Duration of Agreement – The Customer Agreement shall remain in effect until the cancellation of service is requested by the Customer, or a new Application for Service is received. Regional must receive notice of at least two (2) business days prior to the requested cancellation date. Upon request, Regional will cancel the service and final bill the account.
- (3) Occupancy/Ownership Change – In a case of an occupancy or ownership change, if Regional receives an Application for Service at a location currently active, Regional will transfer the service to the new applicant on the date requested. The new applicant must have completed all requirements of the application process at least two (2) working days prior to the requested date and will assume service as of the effective date. The previous Customer’s service will be cancelled on the effective date of the new service and a final bill will be issued.

(4) Disconnection of Service - Regional shall temporarily disconnect service to any Customer upon request and must receive two (2) business days' notice. A service charge must be paid prior to the reconnection of the service. Temporary disconnection of service shall not affect the Customer Agreement. The Customer Agreement shall remain in full force and effect.

(5) Common Service – When property is jointly held or where property is managed for a common benefit of property owners, application and execution of the Customer Agreement may only be made by a duly authorized representative of the entity managing, operating or owning the property.

(6) Tenant Service – When property is leased under contract with the owner or owner's agent, application and execution of the Customer Agreement may only be made by the lessee and only after execution by the owner and the lessee of Regional's Renters Affidavit.

(7) All Customers using and accepting service from Regional are subject to these Policies and Procedures.

3.5 Installation of Service

(1) Connections

(a) All connections to Regional's water meter, sewer laterals or grinder pumps are the responsibility of the owner.

(b) Backflow preventers are recommended at all connections. Regional, where feasible, will install dual check backflow preventers. Regional may require a Reduced Pressure Backflow Assembly (RP).

(c) All hot taps to Regional's water distribution and sewer line greater than 2 inches in diameter shall be made by Regional.

(d) All meters larger than 2 inches shall be provided by Regional, paid by Customer, and installed by a private utility contractor at the owner's expense. They shall be placed in a location as designated by Regional for water utility service. No meter shall be removed or disturbed except by an employee of Regional. All meters are the property of Regional.

(e) All water meters shall be installed in the upright and accessible position inside a covered box to final grade.

(f) Commercial connections to Regional's water and/or sewer system shall be made in accordance with Regional's Design and Construction Specifications and installation must be witnessed by a Regional representative.

(g) Gravity sewer connections will be located and marked by Regional at the sewer lateral.

(h) Grinder installations to a low pressure force main sewer line will be performed by Regional after all requirements have been met based on the Sewer Simplex Grinder Pump Installation and Maintenance Agreement. Regional will install the pump on the property at the location determined by Regional. Regional will make the connection to the force main, trench the underground sewer line from the main and connect the pump. It is the owner's responsibility to connect the discharge line from the home or structure. Customer agrees to all terms as outlined in the Sewer Simplex Grinder Pump Installation and

Maintenance Agreement. Regional will require 120 days' notice to install the grinder pump.

(i) A popper/clean out and relief valve is recommended for all sewer connections.

(2) Customer's Installation

The Customer's installation shall extend to:

(a) Regional's meter for water service.

(b) The property line where gravity sewer service is located.

(c) The connection to the sewage grinder pump, if maintained by Regional.

(3) Inspection of Customer Installation

(a) All installations of service or changes therein shall be inspected by a Florida licensed plumber at the owner's expense upon completion to insure that the piping, equipment and other devices have been installed in accordance with local practices and in compliance with local rules and building codes.

(b) Regional shall discontinue service if an inspecting governmental authority notifies Regional that the installation has not been inspected or the installation has not been approved.

(c) Regional reserves the right to inspect the Customer's installation prior to rendering service and from time to time thereafter, but assumes no responsibility whatsoever for any defects which are not detected by any inspection.

3.6 General Conditions

(1) Cross Connection

(a) It is the sole responsibility of the Customer to ensure that Reduced Pressure Backflow Assemblies are tested and certified upon installation, and on a yearly basis thereafter or upon a malfunction or replacement. A certification report by a certified backflow tester shall be provided to Regional annually to avoid any interruption of service.

(b) Should a cross connection be determined to exist, service shall be terminated until such time as the connection or re-arrangement of systems has been reconnected to Regional's satisfaction. In such event, the Customer must reapply for service and pay all charges and associated fees, and must also pay for all damages and costs caused thereby.

(2) Duty to Provide Access

It is the duty of the Customer to provide unrestricted access to all of Regional's equipment at all times including, but not limited to, keeping Regional's equipment uncovered. Nothing shall interfere with or prevent access to the equipment including, but not limited to, fill, brick pavers, sod, pine straw, landscape, structures or fences.

(3) Duty to Protect Regional's Property and Equipment

(a) The Customer shall be under a duty to exercise due care to protect Regional's property which is located on the Customer's premises.

(b) The Customer shall not allow anyone to have access to Regional's property and equipment except Regional's agents or persons otherwise authorized by law.

(c) No changes or increases in the Customer's plumbing which will materially affect the proper operation of the pipes, mains, stations or infrastructure of

Regional shall be made without the prior written consent of Regional. This includes, but is not limited to, booster pumps, over-sized sewer pump, etc. The Customer shall be liable for any damages resulting from a violation of this subparagraph.

(d) The Customer shall not utilize any appliance or device which may adversely affect service. Regional reserves the right to withhold or to discontinue service whenever any such apparatus or device is being used.

(e) The Customer's water and sewer pipes, apparatus and equipment shall be maintained in sound operating condition in accordance with standard practice, the rules of law and all other governmental regulations applicable thereto.

(4) Duty to Convey Property Rights

It shall be the duty of the Customer, its agents or assigns to convey to Regional without charge all easements, permits or other property rights necessary for rendering and maintaining service.

(5) Regional reserves the right to refuse to provide service or to discontinue service to a Customer in violation of any terms and conditions of these Policies and Procedures.

3.7 Limitations of Liability

(1) Regional shall at all times use reasonable diligence to provide continuous service but shall not be liable to the Customer for any damages or loss caused by failure or interruption of service.

(2) Regional assumes no liability whatsoever for damage or injury resulting from the transmission of water or sewer at or beyond the Customer's side of the point of delivery. The Customer shall indemnify, hold harmless and defend Regional from and against any

and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with or resulting from the transmission and use of water and/or sewer on the Customer side of the point of delivery.

(3) Pursuant to the Walton County Public Works Division Policy and Procedure Right-of-Way (ROW) Policy Section 6 as adopted by the Walton County Board of Commissioners on August 26, 2014 and as amended from time to time; Regional Utilities shall not be responsible for repair of any damages to privately installed improvements in the public and/or private right-of-way and public and/or private easement that may be impacted by maintenance, upgrade, repair, etc., practices by Regional Utilities. This includes but is not limited to pavers, fences, landscaping, driveways, asphalt, irrigation, sidewalk, lighting, etc. Regional Utilities shall in no way be held liable for repair or replacement of said items.

3.8 Reservation of Rights/Failure to Comply

Regional reserves the right to change its rates for service and other fees and charges or otherwise vary the terms and conditions of any agreements as may be required to reflect changing costs or otherwise facilitate the successful operation of Regional. Regional will disconnect service for failure of Customer to meet all terms and conditions set forth in this Policies and Procedures manual.

3.9 Limitations of Service

(1) Service shall be used by the Customer for purposes specified in the Agreement for Service and these Policies and Procedures.

(2) The Customer, its agents or assigns, shall not install a meter for the purpose of re-metering water service without the express written consent of Regional.

(3) The Customer shall not extend water or sewer lines to additional structures on the property, across a street, alley or other highway or property line in order to furnish service to adjacent premises or any structure through a single water meter or sewer line, even if such adjacent premises are owned by the Customer, without Regional's approval.

(4) Regional reserves the right to discontinue service to premises which have been expanded for which system development and/or all fees have not been paid. The Customer shall not add any water fixtures without written consent of Regional, including but not limited to, outdoor spigots, showers, RV connections, ice machines or any water source inside the home or structure that will impose an impact on Regional's system without Regional's approval.

(5) In the event of any such unauthorized re-metering, sale or disposition of service or installation of unapproved fixtures, the service may be disconnected until such unauthorized connections have been discontinued. Full payment will be required of all costs incurred by Regional in the investigation and inspection of the Customer's premises before service is reconnected.

3.10 Unauthorized Use of Service and Tampering

(1) Unauthorized Use

(a) Unauthorized Use of Service is any connection to Regional's utility system without Regional's consent. This includes any unauthorized connection or use of the utility system as well as any altering of the metering equipment that would affect the accuracy of the water delivered. This also includes, but is not limited to, meter bypass or reversal, or where the meter seal, curb stop or lock has been broken or removed, or dumping waste, stormwater, pool discharge or other items

into manholes, lift stations or sewer services. It is the policy of Regional to prosecute persons in violation of Florida Statutes to the fullest extent of the law which shall include both civil and criminal prosecution.

(b) When unauthorized use or equipment tampering is discovered, Regional shall adhere to the following procedures:

- Law enforcement authorities shall be notified and a report will be filed with the Walton County Sheriff's Department for possible civil and criminal prosecution.
- Pictures shall be taken, service will be disconnected, and any unauthorized devices will be removed and confiscated as evidence.
- All incurred charges for tampering or theft of the utility service will be assessed to the account holder, property owner or any person involved with a connection and/or in use of service without Regional's consent.

(c) At the time of disconnection of service, Regional shall attempt to inform whatever person may be present at the premises of its intended action and the reason therefore. If no one is present, Regional will attempt to leave a notice at the premises which shall state the action taken. Regional shall lock, disconnect and/or sever services from the main line to prevent a possible re-occurrence.

(2) Charges Pertaining to Unauthorized Use of Service

In all cases of unauthorized use of service, the Customer/owner or responsible party shall pay an Unauthorized Use Charge, as well as any costs for damages to the utility equipment and an estimated amount of water consumed charge. This estimate may be based upon:

(a) The average consumption during the previous twelve (12) active account months prior to the time of the unauthorized use, or in the event the Customer does not have a history, the average consumption for a Customer served by Regional with similar class of service for the same time period.

(b) In the event a swimming pool is located on the premises, it will be presumed by Regional that said pool was filled with water unmetered and such amount shall be added to any other charges due.

(c) Reconnection or activation of service will not be permitted until all required fees and charges are paid.

4. BILLING AND PAYMENT FOR SERVICE

4.1 Billing Period; Due Date; Evidence of Consumption

(1) Meter readings are collected and the Customer shall be billed on a monthly basis. Billing statements for each meter are issued on or near the last day of the month and are due and payable by the delinquent date specified on the billing statement.

(2) Payments are due upon billing. Non-receipt of a bill by the Customer shall not release the Customer from the duty to make reasonable inquiry as to the amount of the bill and make prompt payment thereof.

(3) The amount billed shall be based upon the amount of water passing through the water meter, which shall constitute prima facie evidence of the quantity of water delivered to the Customer. At no time will the charge be less than the minimum monthly rate per ERC regardless of usage.

4.2 Monthly Billing Charges

(1) The monthly billing charges of Regional are approved by order of the Board.

(2) Water and sewer charges are based on the water usage and the number of ERC's on the account.

(3) Grinder maintenance fees are based on the number of ERC's on the account.

(4) Fire line service is a flat monthly fee unless water has been used in which the usage will be added to the monthly bill.

(5) In the event Regional is unable to determine the amount consumed due to lack of access to the water meter, Regional may estimate the amount of water consumed based upon the average of the prior twelve (12) month consumption.

4.3 Late Payment Fee

Regional shall charge a "Late Payment Fee" of ten (10) percent for the current charges which are not paid on or before the due date, or by 8:00 A.M. as of the first business day following the due date if placed in Regional's drop box or paid on-line.

4.4 Incentive Program Installment Fee

Monthly installments are charged in accordance with the Water and/or Sewer Connection Agreement.

4.5 Delinquent Accounts

(1) An account shall be considered delinquent if payment is not received by Regional on or before the due date, paid online on or before the due date, or placed in Regional's drop box before 8:00 A.M. of the first business day after the due date. If the due date falls on a weekend or legal holiday, it shall be extended to the next business day. In the event partial payment of a bill is made, that portion of the bill not paid as indicated above shall be considered delinquent.

(2) Service is subject to discontinuance if the total delinquent amount that is past due, including the penalty charge, is not received by Regional on or before the disconnection date, which is approximately fifteen (15) days after the due date.

(3) Regional shall make an attempt to provide the Customer with notice of its intention to disconnect service.

(4) For service to be restored, the Customer must request restoration of service and pay all amounts due, including the applicable service charges.

(5) Notwithstanding any other provision of these rules, when service is subject to disconnection or has been disconnected due to account delinquency or meter tampering, Regional may restore such service prior to payment of all amounts due, provided the Customer has entered into a payment agreement which is acceptable to Regional at its discretion. Failure to abide by the term of any such agreement shall result in disconnection of service.

(6) Customer's unpaid delinquent balance shall be transferred to any of customer's active accounts.

4.6 Billing Disputes, Mistakes

(1) In the event of a billing dispute, the Customer shall contact Regional's office and request an investigation of the account. The account number, description of premises served, nature of the dispute or alleged mistake and date of contact shall be recorded by Regional.

(2) Regional will investigate the billing and respond. If the response is not satisfactory to the Customer, the Customer may within five (5) business days from the date of response, request further review by the General Manager or designee.

(3) Upon final determination, the Customer shall have five (5) business days to pay the amount due and shall thereafter be subject to disconnection of service and other charges.

4.7 Abatement of Water and Sewer Bills

Regional may abate a portion of a bill for water and/or sewer service pursuant to Regional's Abatement Policy.

5. ENGINEERING REQUIREMENTS

This Section provides information regarding the engineering requirements of Regional and procedures for obtaining a commitment for a potable water supply and/or sewer service to facilities.

5.1 Water or Sewer Extensions /Improvements

(1) The developer shall submit a request for availability of water and sewer service to Regional.

(2) Extensions or improvements shall be required when:

(a) There is no existing service to a development or existing water and sewer systems are not of adequate size to provide service for that development.

(b) There is no existing service in the street fronting the premises for which service is requested.

(c) An existing water or sewer main is not of adequate size to serve both sides of the street.

(3) A developer/contractor may be required to extend a water and/or sewer main which is being connected to an existing main as deemed necessary by Regional.

(4) The developer/contractor shall install at his/her cost all water and sewer improvements internal to his project. These costs shall be in addition to the connection fees, impact fees, system development charges and other charges described herein. The

developer shall convey to Regional all water and sewer improvements internal to the project (Contribution in Aid of Construction) that Regional may reasonably require to serve the project, other projects and /or anticipated future development. The developer shall furnish, at no charge to Regional, all necessary easements and/or right-of-ways for these improvements.

(5) When submitting construction plans, specifications, or permit applications, the developer/contractor shall follow Section 2 (Design Guidelines) of Regional's Design and Construction Specifications as well as the Plan Review Procedure.

(6) The developer shall agree to install utilities in accordance with approved plans and specifications. Furthermore, the developer must allow representatives of Regional to access their property for the purpose of inspection of all water and sewer system installations.

(7) The developer/contractor shall comply with the Project Certification Procedure.

(8) When submitting a plat for approval/signature, the developer shall submit a "pdf" file (or equivalent). The developer shall also provide a written description of the plat and any changes it causes to the previous plat(s).

(9) Service will be initiated upon receipt of the documentation, satisfactory inspection of installed facilities by a representative of Regional, agency certifications and payment of all connection fees and other charges.

(10) Regional may at its discretion agree to accept water and/or sewer extensions/improvements subject to the conditions described in this section. No water or sewer main facility shall be accepted by Regional for operation and maintenance unless the application demonstrates that:

- (a) The facility is located in a public right-of-way or easement with a minimum width as outlined in Regional's Design and Construction Specifications.
- (b) The facility has not been installed under any building or appurtenance thereto.
- (c) There exists clear access to all easement areas with adequate legal rights to assure that such access shall be maintained.
- (d) All necessary easements have been conveyed to Regional by a separate legal instrument in recordable form.
- (e) All construction has been performed under the observance of Regional.
- (f) The water and sewer infrastructure has been constructed and tested in accordance with the engineering requirements of Regional's Design and Construction Specifications, including satisfactory bacteriological results from a FDEP certified laboratory.
- (g) All necessary permits and certifications have been received from Regional, Walton County, FDEP, FDOT or other agency.
- (h) A Florida licensed engineer certifies that the water and/or sewer infrastructure has been constructed in accordance with the Regional's Design and Construction Specifications and all documentation submitted by the Project Certification Procedure.

5.2 Single Service Expansion Policy

The Board of Directors of Regional has determined that it is not reasonably feasible nor in sound engineering judgement to expand water and sewer services to areas within Regional's service area unless the following are true and correct:

- (1) Regional has been granted the necessary easements to provide water and sewer services.
- (2) The easements to be granted to Regional have received all necessary environmental permits.
- (3) There are a sufficient number of customers necessary to allow for a properly functioning water and sewer system based upon the sole and exclusive determination of Regional's engineering department.
- (4) All costs of water and sewer line extensions have been paid, the lines installed to Regional's specifications, certified by FDEP, and conveyed to Regional.

5.3 FOG Control Program

Fats, Oils & Greases (FOG) are one of the primary causes of stoppages, backups, upset and overflows in a wastewater system. Grease buildup in the sewers also causes restrictions and capacity problems. Grease traps or Interceptors are required by Regional for all food and food service establishments. Grease trap designs must be submitted at the time of the permit application for review by Regional's engineering department and shall be designed in accordance with Regional's FOG-Control Program. Grease Traps shall be maintained by the Customer in a manner that insures proper function and protection of Regional's sewer system. Furthermore, maintenance records must be submitted (hard or electronic copy) to Regional on an as performed basis. The Owner shall maintain all grease trap maintenance records for a minimum of twenty-four months.