

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: July 7, 2009

Consent [X] Regular [ ]  
Public Hearing [ ]

Submitted By: Water Utilities Department  
Submitted For: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: adopt a Resolution revising various sections of Chapters 2, 3, and 5 of the Water Utilities Department's Uniform Policies and Procedures (UPAP) Manual.

**Summary:** The UPAP is a codification of the Department's fees, standards, legal documents, policies and procedures governing the provision of potable water, reclaimed water, and wastewater services. The Department performs a review of the UPAP from time to time to insure the continued effective and efficient delivery of utility services. The proposed revisions include: (1) clarifying customer service policies relating to service initiation, transfer of service, excessive usage credit, and dishonored payments, (2) providing that parties contracting for reclaimed water service have the obligation to provide notice of the use of reclaimed water to all property owners within the area in which the contracting party distributes reclaimed water, and (3) adding language to pretreatment sampling requirements as required by the Florida Department of Environmental Protection. Countywide (MJ)

**Background and Policy Issues:** Since 1981, the Department has utilized the UPAP Manual as the guiding document for providing services to the public. Over the years, various revisions have been made to the UPAP in an effort to codify and improve the overall level of service provided by the Department.

**Attachments:**

1. Summary of Proposed Changes
2. Resolution with Attachment "A" (Black-lined version of UPAP sections recommended for change)

Recommended By:  Department Director Date: 6/24/09

Approved By:  Assistant County Administrator Date: 7/1/09

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Capital Expenditures	0	0	0	0	0
Operating Revenues	0	0	0	0	0
Guaranteed Revenues	0	0	0	0	0
Connection Fee	0	0	0	0	0
<b>NET FISCAL IMPACT (Additional Revenues)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Is Item Included in Current Budget? Yes N/A No Reporting Category N/A

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no fiscal impact.

C. Department Fiscal Review: *See Exhpts*

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control Comments:

*[Signature]*  
8/6/09 OFMB *jm* *cn*  
*6/26* *6/26/09*

*[Signature]* 6/30/09  
Contract and Development Control

### B. Legal Sufficiency:

*[Signature]* 6/30/09  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

## SUMMARY OF PROPOSED UPAP CHANGES

### **Chapter 2**

- 2.1.2 Clarifies procedures for new or transferred accounts.
- 2.2.2 Provides for transfer of service in case of death or divorce.
- 2.2.8 Provides that customers paying with a dishonored check more than once in a 24-month period must pay in cash, certified check, or money order for the following 24 months, at which time all payment types will be accepted.
- 2.1.16 Amends Excessive Usage Credit policy to clarify that the credit applies to water commodity charges.

### **Chapter 3**

- 3.1.6(a) Provides that any party contracting for reclaimed water is responsible for providing notice of the use of reclaimed water to all property owners within the area in which the contracting party distributes reclaimed water.

Exhibits J, II, and JJ

Adds above notice requirement to standard reclaimed water development agreements

### **Chapter 5**

- 5.6.1 Adds requirement that a "grab sample" be collected over a period of time not to exceed fifteen minutes. Language is being added to conform to FDEP requirements.

**RESOLUTION NO. R-2009-**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA REVISING VARIOUS SECTIONS OF CHAPTERS 2, 3, AND 5 OF THE WATER UTILITIES DEPARTMENT'S UNIFORM POLICIES AND PROCEDURES (UPAP) MANUAL.**

**WHEREAS**, Palm Beach County Water Utilities Department (Department) has completed a review of its Uniform Policies and Procedures (UPAP) Manual; and

**WHEREAS**, the Department has utilized the UPAP since 1981 as the guiding document for providing services to the public; and

**WHEREAS**, the UPAP is a codification of the Department's rates, fees, policies and procedures; and

**WHEREAS**, the Department is proposing various revisions to the UPAP including, but not limited to: clarifying customer service policies relating to service initiation, transfer of service, excessive usage credit, and dishonored payments, providing that parties contracting for reclaimed water service have the obligation to provide notice of the use of reclaimed water to all property owners within the area in which the contracting party distributes reclaimed water, and adding language to pretreatment sampling requirements as required by the Florida Department of Environmental Protection; and

**WHEREAS**, the BCC finds the adoption of all revisions to the UPAP to be in the public interest.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

1. The foregoing recitals are true and correct and incorporated as if fully set forth herein.
2. The revisions of the UPAP as set forth in Attachment "A", attached hereto and incorporated herein, are hereby adopted for inclusion in the UPAP.
3. Each and every other term and condition of the UPAP shall remain in full force and effect, and the UPAP is reaffirmed as revised herein.
4. The provisions of this resolution shall become effective upon adoption.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its approval. The motion was seconded by Commissioner \_\_\_\_\_, and on being put to a vote, the vote was as follows:

Commissioner John F. Koons, Chairman  
Commissioner Burt Aaronson, Vice Chairman  
Commissioner Karen T. Marcus  
Commissioner Shelley Vanna  
Commissioner Steven L. Abrams  
Commissioner Jess R. Santamaria  
Commissioner \_\_\_\_\_

The Chair thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

## ATTACHMENT "A"

### BLACK-LINED VERSION OF UPAP SECTIONS RECOMMENDED FOR CHANGE

#### CHAPTER 2

##### 2.1.2 SERVICE INITIATION –NEW CUSTOMER

###### (1) Existing Installations – Previous Customers

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

~~(a) Contact the Department's Customer Service Center to obtain an application for service (if required) or download the appropriate form from the Department's website. A Customer is not responsible for any outstanding fees associated with any different Customer for the same service address. A current or previous Customer owing any delinquent fees and attempting to open a new account with the Department shall pay the fees due prior to the new service initiation.~~

~~(b) Return the completed application, and pay the Customer Deposit and Account Activation Fee (See Section 2.2.1 for deposit information.) Current and/or previous Customers with a good payment history and proper identification on file may have the Account Deposit and Account Activation Fee included in their first month's bill.~~

If the previous account is in good standing and the Department has proper personal identifying information, service may be established at another location without the Customer coming into the Customer Service Center. If the account is not in good standing and/or proper identifying information is not available, the Customer may be required to come to the Customer Service Center to establish service at the new location. A current or previous Customer owing any delinquent fees and attempting to open a new account shall pay the fees due prior to the new service initiation. Current and/or previous Customers with a good payment history and proper identification on file may have the Account Deposit, if required, and Account Activation Fee included in the Customer's first bill at the new location.

###### (2) Existing Installations – New Customer

Individuals or businesses which have never had an account with the Department must come into the Customer Service center to open an account. The new account holder will be required to fill out an application, provide proper identification and proof of ownership or lease of the service location, and pay the applicable Deposit and Account Activation Fee to open the account. A Customer is not responsible for any outstanding fees associated with any different Customer for the same service location. Applications can be downloaded from the Department's website or the Customer may request that the application be mailed or faxed. However, the Department will not accept faxed applications.

###### ~~(2)~~ (3) New Installations:

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

(a) Ascertain from the Department's Engineering Division that there is Potable Water service, Reclaimed Water service and/or Wastewater service available within a reasonable distance to their property and the Department is willing to install the services subject to an installation fee. If the Department refuses to install the service for any reason, the customer may install the necessary improvements at his/her expense, subject to construction plan submittal and approval.

(b) Apply in person to the Department's Contract Management Section for Potable Water, Reclaimed Water and/or Wastewater service, and pay applicable Service Installation Fees, Connection Fees and Guaranteed Revenue Fees. When a Customer wishes to have a master meter to serve multiple Dwelling Units or buildings located on adjacent or neighboring multiple parcels owned by the same entity, a Unity of Title document must be properly executed and recorded against the properties prior to receiving service from the Department.

(c) Meter(s) and Potable Water, Reclaimed Water, and/or Wastewater service lines from the Department's main to the Point of Service will be installed by the Department along a property line at a point determined by the Department.

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

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

(f) The Customer is responsible for connecting his irrigation system to the Department's Reclaimed Water service connection at the Point of Service at his cost and to disconnect his current irrigation source.

### **2.2.2 TRANSFER OF SERVICE**

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

The Department reserves the right to obtain occupant and/or owner information from either the Property Appraiser's file or other sources for the purpose of complying with the billing requirements of Section 2.1.6. The date of account transfer will be the date of ownership, occupancy, or vacancy change as determined by the Department through such sources.

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

### **2.2.8 DISHONORED PAYMENTS**

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

### **2.2.16 EXCESSIVE USAGE CREDIT (EUC)**

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

- (1) The abnormally high usage for any one monthly reading cycle where the actual meter reading is four times the average monthly usage for the past twelve months for the Customer at the specific service location (or in the event the service location has less than twelve months' usage history, the average Department-wide usage for the same customer classification); and
- (2) The total usage during the monthly reading cycle on the Customer's billing in question exceeds 10,000 gallons; and

- (3) The abnormally high usage is not the result of an apparent or deliberate act of the Customer such as pool filling, frequent use of sprinklers, or hoses left running; and
- (4) The EUC is limited to one time within a three-year period on a specific account.
- (5) The billing in question has occurred within the past six months.

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



## CHAPTER 3

### 3.1.6 RECLAIMED WATER

For projects constructed pursuant to a SRWDA which utilize a master metered Reclaimed Water irrigation system serving multiple individually owned parcels, an "Assignment and Acknowledgment of Operation and Maintenance for the On-Site Reclaimed Water Irrigation System" (See **Exhibit "L"**) from the Developer to the Homeowners Association is required prior to filing the DEP "Application For Permission To Place A Public Access Reuse System In Operation". This Assignment shall transfer to the Homeowners Association the duties and obligations for the operation and maintenance of the Reclaimed Water irrigation system on the Customer's side of the Point of Service.

#### **3.1.6 (a) Public Advisory Notice of Reclaimed Water Use**

In accordance with Sections 62-610.870(3)(g) and 62-610.468(6), Florida Administrative Code (F.A.C.), the Palm Beach County Water Utilities Department (PBCWUD) is required to implement a public notification program related to the use of Reclaimed Water pursuant to Part III of Section 62-610, F.A.C. As part of PBCWUD's public notification program, any party which has contracted with PBCWUD for Reclaimed Water service pursuant to Part III of Section 62-610 (Contracting Party) shall be responsible for providing notice of the use of Reclaimed Water to all property owners within the area in which the Contracting Party distributes Reclaimed Water. The notice shall include information about the origin, nature, and characteristics of reclaimed water; the manner in which reclaimed water can be safely used; and limitations on the use of reclaimed water. The Contracting Party shall provide said notice via newsletters or other materials sent to each individual property owner upon initial connection to the PBCWUD Reclaimed Water system and at least once in every calendar year thereafter. The Contracting Party shall provide a draft of the initial notice for approval by PBCWUD prior to distribution to property owners, and subsequent proof that said notification was accomplished to PBCWUD on an annual basis. A copy of the notification will be attached to PBCWUD's Annual Reuse Report provided to the Florida Department of Environmental Protection.

**EXHIBIT "J"**

**STANDARD RECLAIMED WATER DEVELOPMENT AGREEMENT (SDA)**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and \_\_\_\_\_, hereinafter referred to as "Property Owner."

**WITNESSETH**

**WHEREAS**, Property Owner owns property located in Palm Beach County, Florida, and as more fully described in **Exhibit "A"**, attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner has or is about to develop the Property by erecting thereon residential or non-residential improvements; and

**WHEREAS**, Property Owner desires to construct reclaimed water facilities hereinafter referred to as "facilities"; and

**WHEREAS**, upon the conditions set forth herein, Utility will own the Facilities up to the Point of Service for operation and maintenance purposes; and

**WHEREAS**, Property Owner understands that this Agreement for service in no way entitles Property Owner to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

**WHEREAS**, Property Owner shall use only reclaimed water for irrigation purposes; and

**WHEREAS**, to encourage and facilitate conservation of water resources, the parties desires to enter into this Agreement.

**NOW THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
  - (b) "Service" - the readiness and ability on the part of Utility to furnish reclaimed water to the property;
  - (c) "Point of Service" - generally, the point where the pipes of Utility are connected with the pipes to be owned and operated by Property Owner as further defined in Chapter 1 of the UPAP;
  - (d) "Service Initiation" - the date a reclaimed water meter is requested;
  - (e) "Reclaimed Water" - water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a wastewater treatment facility;
  - (f) "Equivalent Residential Irrigation Connection (ERIC)" - a system capacity equivalency unit which corresponds to the peak reclaimed water demand of the 5/8" x 3/4" meter subcategory of the single family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the reclaimed water system demand for various sized connections for the purpose of assessing fees and reserving capacity. For the purpose of this Agreement, one ERIC = 500 gallons/day;
  - (g) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal agreement for each ERC (or ERIC) represented in the Agreement;
  - (h) "Guaranteed Revenue Fee" - the fee designated to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;

- (i) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERIC, a TAA equal to sixty months Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERIC shall be due and payable for such ERIC. The TAA for each ERIC will be determined at the time of Service Initiation;
  - (j) "Standard Development Renewal Agreement (SDRA)" - an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs (ERICs) in a Standard or Non-Standard Development Agreement for an additional five (5) years; and
  - (k) "Franchise Fee" - A percentage surcharge applied to all of Utility's fees for Customers within portions of Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the reclaimed water facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the reclaimed water facilities; that in the event Utility is required or desires to install any of its reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installations; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all reclaimed water facilities and services to the Property described in **Exhibit "A"** and in addition to any property to which reclaimed water service is actually rendered by Utility. All occupants of any residential or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their reclaimed water service from the aforesaid Utility, and shall pay for same and shall abide by the terms and intent of this Agreement and the UPAP for as long as the aforesaid Utility provides such services to the Property. Further, all occupants of any residential or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use reclaimed water service from any source other than that provided by Utility.

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with reclaimed water facilities and services, Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent

included in the general subdivision restrictions and to place the same of record in the Public Records of Palm Beach County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the reclaimed water facilities installed by Property Owner to the reclaimed water facilities of Utility in accordance with the terms and intent of this Agreement. Such connection and reclaimed water usage shall be in accordance with rules and regulations of the Health Department, the Department of Environmental Protection and the UPAP.
5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:
  - (a) a MAP per each ERIC for the requested capacity upon submission of this Agreement; and
  - (b) a TAA per each ERIC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional reclaimed water facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility will not provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Reclaimed Water Agreement is:

<b>Reclaimed Water:</b>	<b>\$0.00 per ERC x</b>	<b>ERCs =</b>	
		<b>Franchise Fee</b>	
		<b>TOTAL</b>	

Upon receipt of the MAP, Utility agrees to reserve \_\_\_\_ ERICs of Reclaimed Water system capacity for Property Owner until \_\_\_\_\_, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

At the time of Service Initiation, the applicable ERICs will be deducted from said reservation. Upon approval of Utility, the total number of ERICs may be increased up to 10% of the original reservation or by ten (10) ERICs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERICs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida showing the on-site and off-site reclaimed water systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the reclaimed water system as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied to cover the cost of the plan review and inspection. Property Owner shall be required to pay connection fees and installation fees as set forth in the UPAP for each connection.

During the construction of the reclaimed water system by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Upon completion of said facilities, Utility hereby agrees to accept ownership of the reclaimed water facilities for operation and maintenance purposes. Property Owner also hereby covenants and agrees to design and/or modify his internal irrigation system, at his sole cost, to accept reclaimed water from Utility, and to design and operate said system within the guidelines for reclaimed water as outlined in the then current UPAP, the Palm Beach County Reclaimed Water Ordinance and State and Federal law.

Property Owner hereby agrees to transfer to Utility title to all reclaimed water distribution systems installed by Property Owner's contractor up to the point of service, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility in a form supplied by Utility the complete on-site and off-site reclaimed water distribution system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which reclaimed water lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement). Said title policy shall confirm the Grantor's right to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easements granted by Property Owner may be used by other utilities as long as such use is approved by Utility. Utility's acceptance of the reclaimed water system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easement or rights-of-way. All reclaimed water facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and other fees as set forth in the UPAP at the then current rate.

The timely payment by Property Owner of all fees in accordance with the terms set forth herein, shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the reclaimed water facilities does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the reclaimed water facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the Property. The title policy or letter must be issued within thirty (30) days of submittal of the SDA.
8. Property Owner agrees with Utility that all reclaimed water facilities conveyed to Utility to use in connection with providing reclaimed water service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide reclaimed water service to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify and enforce rules, regulations and fees covering the provision of reclaimed water service to the Property. Such rules, regulations and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the reclaimed water service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.

10. Property Owner or his assignee shall not have the right to and shall not connect to the reclaimed water facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Property Owner or other than Utility. In addition, Property Owner of his Assignee agrees to comply with all rules and regulations of the UPAP, HRS and DEP pertaining to the Reclaimed Water Irrigation Systems.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Assignment upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Property Owner shall be mailed or delivered to Property Owner at:

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\_\_\_\_\_;

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, Florida 33416-6097.

13. The rights, privileges, obligations and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the reclaimed water facilities and services to any phased area and/or to the Property as a whole.
14. Unless Property Owner is requesting additional capacity for the property described in Exhibit "A", this Agreement shall supersede, null and void all previous agreements or representations either verbal or written heretofore in effect between Property Owner and Utility made with respect to the matter contained herein, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.
15. In accordance with Sections 62-610.870(3)(g) and 62-610.468(6), Florida Administrative Code (F.A.C.), the Palm Beach County Water Utilities Department (PBCWUD) is required to implement a public notification program related to the use of Reclaimed Water pursuant to Part III of Section 62-610, F.A.C. As part of PBCWUD's public notification program, any party which has contracted with PBCWUD for Reclaimed Water service pursuant to Part III of Section 62-610 (Contracting Party) shall be responsible for providing notice of the use of Reclaimed Water to all property owners within the area in which the Contracting Party distributes Reclaimed Water. The notice shall include information about the origin, nature, and characteristics of reclaimed water; the manner in which reclaimed water can be safely used; and limitations on the use of reclaimed water. The Contracting Party shall provide said notice via newsletters or other materials sent to each individual property owner upon initial connection to the PBCWUD Reclaimed Water system and at least once in every calendar year thereafter. The Contracting Party shall provide a draft of the initial notice for approval by PBCWUD prior to distribution to property owners, and subsequent proof that said notification was accomplished to PBCWUD on an annual basis. A copy of the notification will be attached to PBCWUD's Annual Reuse Report provided to the Florida Department of Environmental Protection.

15. 16. Additional Conditions:

**IN WITNESS WHEREOF**, Manager and Utility have executed or have caused this Agreement, with the named Exhibit attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

PALM BEACH COUNTY

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
County Administrator or Designee

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

WITNESSES:

MANAGER:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed or Printed Name

{Corporate}  
Seal }

**NOTARY CERTIFICATE**

**STATE OF**

**COUNTY OF PALM BEACH**

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

My Commission

Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary

**“EXHIBIT II”**

**RECLAIMED WATER SERVICE AGREEMENT – LAKE DISCHARGE IRRIGATION SYSTEM**

**THIS AGREEMENT** ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida (hereinafter referred to as "Utility"), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as "Manager").

**WHEREAS**, Manager either owns the property set forth in **Exhibit "A"** which is attached hereto and incorporated herein (hereinafter referred to as "Property"), or has been granted the authority to control and/or maintain an Irrigation System on the Property; and

**WHEREAS**, Manager has the authority to enter into this Agreement; and

**WHEREAS**, Manager desires to allow the County to discharge Reclaimed Water into On-Site Stormwater Retention Ponds for irrigation purposes; and

**WHEREAS**, upon the conditions set forth herein, Utility will own and maintain the Reclaimed Water facilities up to the Point of Service and Manager will own and/or maintain the Irrigation System on the Property from the Point of Service; and

**WHEREAS**, Manager shall use Reclaimed Water for landscape irrigation purposes only; and

**WHEREAS**, to encourage and facilitate conservation of water resources, the parties desire to enter into this Agreement.

**NOW, THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Manager and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - (a) "UPAP" – the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as adopted and amended from time to time by the Palm Beach County Board of County Commissioners. Except to the extent inconsistent herewith, said document controls the terms of this Agreement.
  - (b) "Service" – the readiness and ability on the part of Utility to furnish Reclaimed Water to the Property.
  - (c) "Point(s) of Service" – the point where the Reclaimed Water exits the Utility System and is discharged into the lake(s).
  - (d) "Lake Discharge Irrigation System" – an Irrigation System in which the Reclaimed Water supplied by Utility is discharged under controlled conditions into On-Site Stormwater Retention Ponds.
  - (e) "Required Utility Facilities" – Reclaimed Water facilities which are required to be constructed to connect the Utility System with the Irrigation System.



- (f) "Utility System" – The Reclaimed Water facilities owned and operated by Utility. The Utility System shall include the Required Utility Facilities following conveyance of same by Manager to Utility.
- (g) "Service Initiation" – the date Reclaimed Water is supplied by Utility for its intended use by Manager.
- (h) "Reclaimed Water" – water that: (i) has received at least secondary treatment and high level disinfection; (ii) complies with all regulatory standards, including, without limitation, those set forth in F.A.C. Section 62-610, and (iii) is reused after flowing out of a wastewater treatment facility.
- (i) "Irrigation System" - a network of pipes, pumping facilities, storage facilities, sprinkler heads, On-Site Stormwater Retention Ponds, and appurtenances on Manager's side of the Point of Service designed for landscape irrigation purposes. While certain components of the Irrigation System may not be owned by Manager, said components are still considered part of the Irrigation System for purposes of this Agreement.
- (j) "On-Site Stormwater Retention Ponds" – a body or bodies of water designed to collect, store and/or convey stormwater.

3. Manager shall submit to Utility engineering plans and specifications prepared and sealed by a professional engineer registered in the State of Florida showing the Required Utility Facilities. Utility will advise Manager's engineer of any sizing requirements as mandated by the UPAP. All such plans and specifications, including hard copy and electronic media, submitted to Utility shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Manager shall construct, at Manager's expense, the Required Utility Facilities, as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied to cover the cost of the plan review and inspection.

During the installation of the Required Utility Facilities, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the Required Utility Facilities have been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Manager of its responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media, shall be submitted to Utility upon completion of construction of the Required Utility Facilities.

Utility hereby agrees to accept ownership of the Required Utility Facilities upon completion of installation of same. Manager hereby agrees to transfer to Utility title to all Required Utility Facilities installed by Manager's contractor up to the Point of Service, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of Service by Utility, Manager shall convey to Utility, in a form supplied by Utility, the Required Utility Facilities as constructed by Manager and approved by Utility, along with the required Cost Documentation and Owner's No Lien Affidavit.

Prior to Service Initiation, Manager shall convey to Utility an easement for the purpose of constructing, maintaining, repairing, replacing, and operating, as necessary and appropriate, the Required Utility Facilities and for ingress and egress for the foregoing purposes. If all or a portion of the easement area is not owned by Manager, then Manager shall be responsible for acquiring an easement(s) from the property owner(s) to Utility for the purpose of constructing, maintaining, repairing, replacing, and operating, as necessary and appropriate, the Required

Utility Facilities and for ingress and egress for the foregoing purposes. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the length of the centerline of the easement). Said title policy shall confirm the grantor's right to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. Utility's acceptance of the Required Utility Facilities installed by Manager shall be in accordance with the provisions as set forth in the UPAP. All installations by Manager or its contractor that are conveyed to Utility shall be warranted by Manager or its contractor for one year from the date of Service Initiation., All Required Utility Facilities shall be located within an easement if not located within platted or dedicated public rights-of-way. The utility easements referenced above shall be recorded in the Palm Beach County Public Records.

4. Utility's performance under this Agreement is specifically contingent upon Utility's acquisition of a National Pollutant Discharge Elimination System (NPDES) permit from Florida Department of Environmental Protection (FDEP) for discharge into On-Site Stormwater Retention Ponds. Utility does not guarantee that the NPDES permit will be issued, and any costs incurred by Manager prior to Utility's acquisition of the NPDES permit shall be at Manager's own risk. Manager shall also provide Utility with evidence from the governing drainage district that discharge of Reclaimed Water into On-Site Stormwater Retention Ponds is permitted. Manager shall comply with all permit conditions set forth in the NPDES permit. Manager shall be responsible for the design, construction, modification and operation of the Irrigation System, and shall be responsible for ensuring that the Irrigation System is designed, constructed, modified and operated in accordance with rules and regulations of the Health Department, the FDEP, the UPAP, the Palm Beach County Reclaimed Water Ordinance, and any other entity with jurisdiction over usage of Reclaimed Water. Prior to Service Initiation, Manager shall provide Utility a written confirmation of notice to all property owners that Reclaimed Water will be utilized in the Irrigation System. Manager shall hold harmless, indemnify, and release Utility from and against all liabilities, damages, penalties, claims, costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to the operation of the Irrigation System, except where said liabilities, damages, penalties, claims, costs and expenses are the result of the negligent or intentional acts or omissions of Utility. Upon the accomplishment of all the prerequisites contained in this Agreement to be performed by Manager, Utility covenants and agrees that it will allow the connection of the Irrigation System to the Utility System (which will include any Required Utility Facilities) in accordance with the terms and intent of this Agreement.

5. Manager hereby requests and Utility agrees to provide to Manager via a Lake Discharge System a maximum annual flow of \_\_\_\_\_ million gallons of Reclaimed Water subject to a maximum monthly flow of \_\_\_\_\_ million gallons. Utility does not guarantee a continuous availability of Reclaimed Water at the Point of Service nor does the Utility guarantee any minimum water level at the On-site Stormwater Retention Ponds. The flow amounts are subject to any usage/withdrawal restrictions imposed by the South Florida Water Management District, FDEP, or any other authority with jurisdiction over water use on the Property. Utility may modify and vary the flow rate of Reclaimed Water at the Point of Service while maintaining the maximum monthly flow rate during those months in which such flow is needed. Manager shall install an automatic float-controlled shut-off valve assembly at each point of discharge of Reclaimed Water into On-Site Stormwater Retention Ponds. The float elevation shall be in accordance with permit conditions set by FDEP and shall automatically shut off the flow of Reclaimed Water in order to avoid violations of said permit conditions. Each party shall be responsible for complying with all applicable permit conditions.

6. Any modifications to the Irrigation System must be approved by Utility. Any change or modification to the level control system for On-Site Stormwater Retention Ponds including overflow weirs/bleeders must be approved in advance by Utility. Manager shall provide a report to Utility, consisting of a log of daily readings of each lake system's water level; in a form acceptable to Utility and shall include an electronic version (MS Excel format) on a monthly basis, submitted no later than the 15<sup>th</sup> of the following month.

7. Manager shall be responsible for payment of any and all applicable fees and charges required under UPAP for Reclaimed Water Service. The timely payment by Manager of

all fees and charges in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of all terms and conditions of this Agreement.

8. Manager shall provide Utility evidence satisfactory to Utility that Manager has the authority to enter into this Agreement.

9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of Reclaimed Water Service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Manager or customers located upon the Property shall be identical to fees charged for the same classification or service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Manager, upon any other entity holding by, through or under Manager, and upon any customer of the Reclaimed Water Service provided to the Property by Utility

10. Manager shall not have the right to, and shall not, connect to the Utility System until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Manager or other than Utility. In addition, Manager agrees to comply with all rules and regulations of the UPAP, Department of Health, DEP, and/or any other authority with jurisdiction over water use on the Property. The Reclaimed Water provided under this Agreement shall be used for landscape irrigation purposes only and solely on the Property shown in **Exhibit "A"**.

11. Any conveyance, transfer or assignment of this Agreement by Manager must be approved in advance by Utility.

12. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Manager, shall be mailed or delivered to Manager at:

And if to Utility, shall be mailed or delivered at:

Palm Beach County Water Utilities Department

Contract Management Section

P.O. Box 16097

West Palm Beach, FL 33416-6097

13. This Agreement shall supersede, null and void all previous agreements or representations, either verbal or written, heretofore in effect between Manager and Utility, made with respect to the matter contained herein, and when duly executed, constitutes the entire agreement between Manager and Utility.

14. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alternations, variations or waiver are expressed in writing and duly signed by the parties hereto.

15. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.

16. Utility shall have the right to terminate Reclaimed Water Service in the event of non-compliance by the Manager with any of the conditions of this Agreement.

17. Service Initiation to occur within twelve (12) months of the Effective Date of this Agreement, which is the date that Utility executes the Agreement. If Service Initiation does not occur within twelve (12) months of the Effective Date of this Agreement, this Agreement shall automatically terminate and a Memorandum of said termination shall be recorded in the official records of Palm Beach County.

18. In accordance with Sections 62-610.870(3)(g) and 62-610.468(6), Florida Administrative Code (F.A.C.), the Palm Beach County Water Utilities Department (PBCWUD) is required to implement a public notification program related to the use of Reclaimed Water pursuant to Part III of Section 62-610, F.A.C. As part of PBCWUD's public notification program, any party which has contracted with PBCWUD for Reclaimed Water service pursuant to Part III of Section 62-610 (Contracting Party) shall be responsible for providing notice of the use of Reclaimed Water to all property owners within the area in which the Contracting Party distributes Reclaimed Water. The notice shall include information about the origin, nature, and characteristics of reclaimed water; the manner in which reclaimed water can be safely used; and limitations on the use of reclaimed water. The Contracting Party shall provide said notice via newsletters or other materials sent to each individual property owner upon initial connection to the PBCWUD Reclaimed Water system and at least once in every calendar year thereafter. The Contracting Party shall provide a draft of the initial notice for approval by PBCWUD prior to distribution to property owners, and subsequent proof that said notification was accomplished to PBCWUD on an annual basis. A copy of the notification will be attached to PBCWUD's Annual Reuse Report provided to the Florida Department of Environmental Protection.

IN WITNESS WHEREOF, Manager and Utility have executed or have caused this Agreement, with the named Exhibit attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

PALM BEACH COUNTY

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
County Administrator or Designee

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_

WITNESSES:

MANAGER:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Typed or Printed Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Typed or Printed Name

Signature

\_\_\_\_\_

Typed or Printed Name

\_\_\_\_\_

Title

{Corporate  
Seal}

**NOTARY CERTIFICATE**

**STATE OF**

**COUNTY OF PALM BEACH**

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

My Commission

Expires: \_\_\_\_\_

Signature of Notary

\_\_\_\_\_

Typed, Printed, or Stamped Name of Notary

**“EXHIBIT JJ”**

**STANDARD RECLAIMED WATER SERVICE AGREEMENT – DIRECT IRRIGATION SYSTEM**

**THIS AGREEMENT** ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida (hereinafter referred to as "Utility"), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as "Manager").

**WHEREAS**, Manager either owns the property set forth in **Exhibit "A"** which is attached hereto and incorporated herein (hereinafter referred to as "Property"), or has been granted the authority to own, control, and maintain an Irrigation System on the Property; and

**WHEREAS**, Manager desires to cause the existing Irrigation System to utilize Reclaimed Water supplied by Utility to irrigate the Property; and

**WHEREAS**, upon the conditions set forth herein, Utility will own and maintain the Reclaimed Water facilities up to the Point of Service and Manager will own and/or maintain the Irrigation System on the Property from the Point of Service; and

**WHEREAS**, Manager shall use Reclaimed Water for landscape irrigation purposes only; and

**WHEREAS**, to encourage and facilitate conservation of water resources, the parties desire to enter into this Agreement.

**NOW, THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Manager and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - (a) "UPAP" – the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as adopted and amended from time to time by the Palm Beach County Board of County Commissioners. Except to the extent inconsistent herewith, said document controls the terms of this Agreement.
  - (b) "Service" – the readiness and ability on the part of Utility to furnish Reclaimed Water to the Property.

- (c) "Point(s) of Service" – the end of the meter shut-off valve as further defined in Chapter 1 of the UPAP.
- (d) "Direct Irrigation System" – a system in which the Utility System is directly connected with the Irrigation System.
- (e) "On-Property Utility Facilities" – Reclaimed Water facilities located on the Property which are required to be constructed to connect the Utility System with the Irrigation System.
- (f) "Utility System" – The Reclaimed Water facilities owned and operated by Utility. The Utility System shall include the On-Property Utility Facilities following conveyance of same by Manager to Utility.
- (g) "Service Initiation" – the date Reclaimed Water is supplied by Utility for its intended use by Manager.
- (h) "Reclaimed Water" – water that: (i) has received at least secondary treatment and high level disinfection; (ii) complies with all regulatory standards, including, without limitation, those set forth in F.A.C. Section 62-610, and (iii) is reused after flowing out of a wastewater treatment facility.
- (i) "Irrigation System" - a network of pipes, pumping facilities, storage facilities, sprinkler heads, lakes, and other bodies of water, and appurtenances on Manager's side of the Point of Service designed to convey and apply Reclaimed Water for landscape irrigation purposes. While certain components of the Irrigation System may not be owned by Manager (i.e., lakes and other bodies of water), said components are still considered part of the Irrigation System for purposes of this Agreement.

3. Manager shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida showing the On-Property Utility Facilities. Utility will advise Manager's engineer of any sizing requirements as mandated by the UPAP. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Manager shall cause to be constructed, at Manager's expense, the On-Property Utility Facilities, as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied to cover the cost of the plan review and inspection.

During the installation of the On-Property Utility Facilities, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the On-Property Utility Facilities have been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Manager of its responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction of the On-Property Utility Facilities.

Utility hereby agrees to accept ownership of the On-Property Utility Facilities upon completion of installation of same. Manager hereby agrees to transfer to Utility title to all On-Property Utility Facilities installed by Manager's contractor up to the Point of Service, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of said installation. As further evidence of said transfer of title, upon the completion of the

installation and prior to the rendering of Service by Utility, Manager shall convey to Utility in a form supplied by Utility the On-Property Utility Facilities as constructed by Manager and approved by Utility, along with the required Cost Documentation and Owner's No Lien Affidavit.

Subsequent to construction of the On-Property Utility Facilities and prior to Service Initiation, Manager shall convey to Utility an easement for the purpose of constructing, maintaining, repairing, replacing and operating, as necessary and appropriate, the On-Property Utility Facilities up to the Point of Service and for ingress and egress for the foregoing purposes. If all or a portion of the easement area is not owned by Manager, then Manager shall be responsible for acquiring an easement(s) from the property owner(s) to Utility for the purpose of constructing, maintaining, repairing, replacing, and operating, as necessary and appropriate, the On-Property Utility Facilities up to the Point of Service and for ingress and egress for the foregoing purposes. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement). Said title policy shall confirm the grantor's right to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. Utility's acceptance of the On-Property Utility Facilities installed by Manager shall be in accordance with the provisions as set forth in the UPAP. All installations by Manager or its contractor and conveyed to Utility shall be warranted by Manager or its contractor for one year from the date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easement or rights-of-way. All On-Property Utility Facilities shall be located within an easement if not located within platted or dedicated rights-of-way. The utility easements referenced above shall be recorded in the Palm Beach County Public Records for the purpose of perfecting the grant of the easement set forth therein.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Manager, Utility covenants and agrees that it will allow the connection of the Irrigation System to the Utility System (which will include any On-Property Utility Facilities) in accordance with the terms and intent of this Agreement. Manager shall be responsible for the design, construction, modification and operation of the Irrigation System, and shall be responsible for ensuring that the Irrigation System is designed, constructed, modified and operated in accordance with rules and regulations of the Health Department, the Department of Environmental Protection, the UPAP, the Palm Beach County Reclaimed Water Ordinance, and any other body with jurisdiction over usage of Reclaimed Water. Prior to Service Initiation, Manager shall be required to notify, in writing, all property owners which may utilize the Reclaimed Water delivered through the Irrigation System, that Reclaimed Water will be delivered through the Irrigation System. Manager shall hold harmless, indemnify, and release Utility from and against all liabilities, damages, penalties, claims, costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to the operation of the Irrigation System, except where said liabilities, damages, penalties, claims, costs and expenses are the result of the negligent or intentional acts or omissions of Utility.

5. Manager hereby requests [ ] [ "] Reclaimed Water meter(s) for use on the Property to meet the irrigation needs of the Property. The irrigation needs for the Property have been determined by mutual agreement of Manager and Utility, and are subject to any usage restrictions imposed by any authority with jurisdiction over Reclaimed Water use on the Property.

6. Manager shall be responsible for payment of any and all applicable fees and charges required under UPAP for Reclaimed Water Service. The timely payment by Manager of all fees and charges in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of all terms and conditions of this Agreement.

7. Utility does not guarantee a continuous availability of Reclaimed Water at the Point of Service, nor does Utility guarantee a minimum or maximum pressure of Reclaimed Water provided at the Point of Service. Manager shall construct/modify the Irrigation System accordingly. The County may impose limits on irrigation timing and frequency as it deems necessary.



8. Upon submission of this Agreement, Manager, at its expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgage or lien holder (if any) having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. If no liens or mortgages exist, Manager shall submit a letter from an attorney licensed in Florida or other evidence satisfactory to Utility confirming that there are no mortgages or liens on the Property.

9. If Manager does not own all or a portion of the Property, or does not own a portion of the Irrigation System, Manager shall provide Utility with evidence satisfactory to Utility that Manager has been granted the authority to utilize that portion of the Property/Irrigation System that Manager does not own and that the Owner of said portion of the Property/Irrigation System consents to this Agreement.

10. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of Reclaimed Water Service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Manager or customers located upon the Property shall be identical to fees charged for the same classification or service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Manager, upon any other entity holding by, through or under Manager, and upon any customer of the Reclaimed Water Service provided to the Property by Utility. Any fee or rate delinquent more than 120 days will automatically void this Agreement.

11. Manager or its assignee shall not have the right to and shall not connect to the Utility System until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Manager or other than Utility. In addition, Manager or its Assignee agrees to comply with all rules and regulations of the UPAP, Department of Health, and DEP pertaining to the Irrigation System. The Reclaimed Water provided under this Agreement shall be used for landscape irrigation purposes only and solely on the Property shown in **Exhibit "A"**. Manager shall not permit the flow of Reclaimed Water into any adjoining property whatsoever. Manager shall not be responsible for the flow of Reclaimed Water into an adjoining property where such flow is caused by a failure of the automatic float-controlled shut-off valve described in Section 5 above.

12. The sale, conveyance, transfer or assignment of this Agreement by Manager shall only be performed in accordance with the provisions of UPAP.

13. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Manager, shall be mailed or delivered to Manager at:

And if to Utility, shall be mailed or delivered at:

Palm Beach County Water Utilities Department

Contract Management Section

P. O. Box 16097

West Palm Beach, FL 33416-6097

14. Unless Manager is requesting additional capacity for the Property described in Exhibit "A", this Agreement shall supersede, null and void all previous agreements or representations, either verbal or written, heretofore in effect between Manager and Utility, made with respect to the matter contained herein, and when duly executed, constitutes the entire agreement between Manager and Utility.

15. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alternations, variations or waiver are expressed in writing and duly signed by the parties hereto.

16. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.

17. In accordance with Sections 62-610.870(3)(g) and 62-610.468(6), Florida Administrative Code (F.A.C.), the Palm Beach County Water Utilities Department (PBCWUD) is required to implement a public notification program related to the use of Reclaimed Water pursuant to Part III of Section 62-610, F.A.C. As part of PBCWUD's public notification program, any party which has contracted with PBCWUD for Reclaimed Water service pursuant to Part III of Section 62-610 (Contracting Party) shall be responsible for providing notice of the use of Reclaimed Water to all property owners within the area in which the Contracting Party distributes Reclaimed Water. The notice shall include information about the origin, nature, and characteristics of reclaimed water; the manner in which reclaimed water can be safely used; and limitations on the use of reclaimed water. The Contracting Party shall provide said notice via newsletters or other materials sent to each individual property owner upon initial connection to the PBCWUD Reclaimed Water system and at least once in every calendar year thereafter. The Contracting Party shall provide a draft of the initial notice for approval by PBCWUD prior to distribution to property owners, and subsequent proof that said notification was accomplished to PBCWUD on an annual basis. A copy of the notification will be attached to PBCWUD's Annual Reuse Report provided to the Florida Department of Environmental Protection.

IN WITNESS WHEREOF, Manager and Utility have executed or have caused this Agreement, with the named Exhibit attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**WITNESSES:**

**PALM BEACH COUNTY**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
County Administrator or Designee

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

WITNESSES:

MANAGER:

\_\_\_\_\_

Signature

\_\_\_\_\_

Typed or Printed Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Typed or Printed Name

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Typed or Printed Name

\_\_\_\_\_

Title

{Corporate}  
Seal }

**NOTARY CERTIFICATE**

**STATE OF**

**COUNTY OF PALM BEACH**

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

My Commission

Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary

## CHAPTER 5

### 5.6.1 Sample Types

The type of sample to be collected depends on the purpose of the sampling survey and the nature of the waste stream being sampled. The permit will specify the sample collection method and/or type of sample(s) for each Pollutant to be monitored. Most samples collected should be collected as composite samples except for those parameters which must be collected as a grab sample.

(a) Grab Sample is a singular discrete sample collected without any regard to the waste stream flow and over a period of time not to exceed fifteen (15) minutes. This sample may be used when both Wastewater flow and Pollutant concentrations or loadings are constant over time. This sample may be used for batch Discharges, such as a contaminated process tank that is periodically Discharged. A batch Discharge must be homogeneous in order to be accurately represented by a grab sample.

Grab samples should be used when the storing or compositing of a sample will alter the concentration or characteristics of Pollutants being measured. Parameters which necessitate grab sampling techniques include pH, temperature, volatile organics, gases, oil & grease, and phenols.

(b). Composite Samples are used to measure the average amount of Pollutants Discharged by the IU during the composite period. Composite samples are preferred when evaluating compliance with 24-hour or daily average concentration limits and mass limits. Samples may be obtained as either time-proportional or flow proportional.

Time-proportional composite samples are generally collected under conditions of constant or slightly fluctuating effluent flows. A timed composite shall be collected continuously, or at constant sample volume with a constant time interval between samples.

Flow-proportional composite samples are collected when both an IUs effluent flow and Pollutant concentrations or loadings exhibit irregular changes. A flow proportional composite shall be collected continuously, proportional to stream flow.

(c). Split Samples are proportioned into two or more containers from a single sample container. Proportioning assumes adequate mixing to assure "split samples" are identical. Split samples are usually used so that the industry will have an identical sample for its own analysis.

(d). Duplicate Samples are collected simultaneously from the same source under identical conditions into separate containers, usually as a quality control measure.