



## CITY OF BOYNTON BEACH, FLORIDA ADMINISTRATIVE POLICY MANUAL

**CHAPTER:** 17 Boynton Beach Utilities

**Policy No.** 17.01.01

**SECTION:** 01 Customer Services

**Page:** Page 1 of 25

**SUBJECT:** 01 Customer Account Policies

### **PURPOSE:**

This policy addresses the requirements of the City of Boynton Beach for requesting utility services, billing for those services and collection practices.

### **POLICY:**

Provide uniform and efficient utility service for all customers of City of Boynton Beach.

### **PROCEDURE:**

#### **17.1.1 APPLICATION**

The City of Boynton Beach “the Department” will obtain positive identification from Customers who wish to open, modify or close utility service accounts with the City.

The Department will only accept telephone orders for utility service from current or previous Customers on the condition that the customer provides the Department proper identification verification information such as a Driver’s license number, or state identification card number that matches the previous information in the Customer’s record. All other applicants for services will be required to complete the application for service shown in “Exhibit A” for residential service or “Exhibit B” for non-residential service. The receipt and deposit of a payment by the City does not constitute a guarantee of service unless all other requirements in this Policy and City Ordinances are met. (“Exhibit C”- Developer/Contractor, “Exhibit D” – Reuse). (Applications may be updated from time to time, as necessary).

Applications can be downloaded from the Department’s website or the Customer may request that the application be e-mailed or faxed. To initiate an account for service, the following supporting documents are required: a completed application, two (2) forms of identification, one must be a picture ID, and one of the following documents: a deed, HUD statement, or closing documents, executed lease agreement, or notarized affidavit from a property owner. Copies of supporting legible documentation must be submitted for review, by fax, e-mail or traditional mail methods, if online application process is utilized.

## 17.1.2 REQUEST FOR SERVICE

A property owner “Customer” may be responsible for outstanding charges associated with the previous owner “Customer” for the same service location, if the debt has not been paid in full or resolved by City Commission action.

### (1) Existing Installations – Previous Customers

Persons requesting Utility and Public Works services (Potable Water service, Reclaimed Water service, Wastewater service and/or Refuse service) to a property previously having services at another location should proceed as follows:

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, an application for service and proof of responsibility to the property will be required to initiate service. If the account is not in good standing and a new account for a new location is being opened, any and all previous account(s) fees owed by the Customer shall be paid prior to the new service initiation.

### (2) Existing Installations – New Customer

Individuals or businesses which have never had an account with the Department must provide all required documentation to initiate or open an account. Service will not be initiated until all information and required payments are complete and satisfactory.

### (3) New Installations:

A person (prospective customer) desiring the provision of Utility and Public Works Services (Potable Water service, Reclaimed Water service, Wastewater service and/or Refuse Service) to a property not previously having the service (or in cases where the service was previously permanently disconnected) should proceed as follows:

- (a) Request an availability determination by submittal of property survey or other required documentation such as field verification, submittal of plan for construction of services or water service agreements that there is Utility Service (Potable Water service, Reclaimed Water service and/or Wastewater service) available. The customer is responsible to install the necessary improvements at customer’s expense, subject to construction plan submittal and approval, and permitting.
- (b) Submit an application for Potable Water, Reclaimed Water, Wastewater service and/or Refuse service, and pay applicable Connection Fees and Capital Facility Charges. When the Department agrees 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) will be installed by the Department along a property line at a point determined by the Department.
- (d) In the case of a temporary meter, installation will generally occur within two business days of the time of application. Other installations will only occur after all construction, building and code requirements are met and the Utilities Engineering Division inspects and approves all connections.
- (e) The Customer is responsible to connect plumbing to the Point of Service at Customer's cost and to disconnect well from 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 will inspect that the well is disconnected 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 connection of sewer.
- (f) The Customer is responsible for connecting irrigation system to the Department's Reclaimed Water service connection at the Point of Service at Customer's expense and to disconnect current irrigation source.

### **17.1.3 SERVICE CLASSIFICATION**

Utility Service is classified as Residential and Commercial.

All deposits and connection fees are established by meter size. For residential properties, Capital Facility Charges are determined by number of bedrooms as determined by property records and building permits. For commercial properties Capital Facility Charges are determined by meter size. Changes in number of bedrooms and meter size with result in net charge assessments.

The Multi-Family designation is not divided into subcategories by meter size for monthly billing purposes. Base Facility Fees and commodity charges are determined by utilizing the number of individual dwelling units associated with a meter.

### **17.1.4 WITHHOLDING OF SERVICE**

Except as may be otherwise provided by law, the Department may withhold or discontinue service until all past-due amounts and unpaid liens which are owed and unpaid to the Department have been paid in full. In the event the Department discovers private facilities adversely affecting the Department facilities, service may also be withheld until such situation is corrected.

In general, there is a 10-day grace period after a past due bill is issued before disconnection occurs to allow the Customer adequate time to respond and correct such deficiency unless more immediate action is justified in the interest of public health, safety or welfare.

Late Fees as established by City Ordinance will be assessed each billing cycle (monthly) for past due balances. A shut off for non-payment fee as established by City Ordinance will be assessed when service is disconnected for non-payment, a field visit fee as established City Ordinance is assessed for attempted disconnection where customer has made the service inaccessible for disconnection.

In the case of fire or other damage that occurs to property connected to potable water, the Department may withhold or discontinue service by removing the water meter and/or disconnecting the sewer. The owner may be required to submit a report to the City confirming that the sewer and water lines are intact. This report must come from a certified plumber at the owner's expense. An inspection of the connection points by the Utility Engineering Division may be required.

In the case of demolition, all utility services must be disconnected prior to issuance of a demolition permit.

#### **17.1.5 SERVICE REACTIVATION**

Reactivation of service to a Customer will be completed within one business day after satisfaction of all past-due amounts and reactivation fees which are owing and unpaid to the Department at that service address. Irrespective of this, Service Reactivation may be performed on a "Promise to Pay" basis as long as the payment of the past due amount is made within five (5) business days. The Promise to Pay is documented on Customer's account payment plan. If a Customer fails to deliver funds on a "Promise to Pay" within five business days, the Customer will not be eligible for an additional "Promise to Pay" for twelve (12) months. If the Promise to Pay is broken or the payment is dishonored by the bank, an additional Account Reactivation Fee of \$40.00 (\$20.00 for shut-off and \$20 for reconnection), or as established by City Ordinance, and all past-due amounts and Past-Due Fees shall be paid in cash or by certified funds prior to reactivation. Customer Service representatives process scheduled turn-ons until 4:30 p.m. each business day.

The account of a Customer who makes payment arrangements by 4:30 p.m. will be reactivated within one business day. A customer who makes payment arrangements after 4:30 p.m. will be charged the highest Re-Activation Fee of \$55.00 or as established by City Ordinance, if turn-on service is performed that same evening or performed after 4:30p.m.

#### **17.1.6 FEES AND CHARGES RELATED TO DISCONTINUATION OF SERVICE FOR NONPAYMENT**

(1) Service will not be restored to a customer until the full balance of the customer's bill is paid, along with all applicable fees and charges which are owing and unpaid to the Department at that service address. Reactivation of service will be completed within one business day after satisfaction of all amounts owed and unpaid to the Department at that service address.

a. A service disconnection charge for nonpayment as established by City Ordinance is charged to any account processed for shut-off due to non-payment, whether or not the service is disconnected.

b. After-hours service reconnection charge as established by City Ordinance is charged. After-hours service includes those cases where both the customer request is received and the reconnection service is performed after 4:30 p.m. Monday through Friday, or any time on weekends and holidays.

(2) Customers who illegally restore their service after disconnection will be assessed charges and fines in accordance with this chapter and the City's Code of Ordinance and may be subject to criminal prosecution for illegal acquisition of service.

### **17.1.7 BASE FACILITY AND CUSTOMER ACCOUNT FEES**

Upon Service Activation, the Customer will be billed and is obligated to pay minimum monthly fees for service availability, whether or not consumption has occurred, regardless of occupancy. The minimum monthly fees, identified as Base Facility Fees and Customer Account Fees, are necessary to recover the ongoing expenses required to keep service available to the Property. Accordingly, upon discontinuance of service to a Property, these minimum monthly fees will continue to accrue (excludes permanent disconnection). Failure to pay these fees within sixty (60) days may result in a Claim of Lien being filed on the Property in accordance with the provisions of the City's Code of Ordinances.

### **17.1.8 LIMITATION OF USE**

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

A Customer receiving Potable Water service from the Department:

- Shall restrict the use of a private well to landscape irrigation only.
- Shall not interconnect the Potable Water plumbing system with any other water supply system, Wastewater system, Reclaimed Water system, or other system which has the potential to contaminate the County's Potable Water system.
- A Customer receiving Wastewater service from the Department shall not interconnect Customer's internal Wastewater plumbing system with any other private water supply system (i.e., private irrigation well, storm drainage system, Reclaimed Water system).

In case of such unauthorized extension, re-metering, sale or disposition of service, the Customer's service is subject to immediate discontinuance and the provisions of Section 17.1.19 and may be subject to criminal prosecution.

### **17.1.9 CONTINUITY OF SERVICE**

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

### **17.1.10 CHANGE OF CUSTOMER'S INSTALLATION**

Changes to the Customer's service installation will be made when deemed necessary by the Department at the Department's expense. If changes are requested by the Customer, or if a Customer's service installation needs to be moved due to Customer's construction (i.e., driveway), the changes will be made known to the Department and they are at Customer's sole cost and expense.

If the Customer's requested change is to replace an inadequate or oversized meter or service line, the Customer is responsible to have such proper sizes installed. Costs for such including all required design for department approval and installation will be borne by the Customer. Meters cannot be more or less than one size difference from piping.

### **17.1.11 INDEMNIFICATION/HOLD HARMLESS**

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

### **17.1.12 INSPECTION/ACCESS TO CUSTOMER'S PREMISES & INSTALLATIONS**

- (1) All Customer's service installations or changes may be inspected by the Department, at the Department's sole option and Customer's approval, upon completion of the work to insure that Customer's piping and equipment have been installed in accordance with accepted standard utility practices. Where other governmental inspection is required by local rules or codes, the Department cannot render service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Department.
- (2) The duly authorized agents of the Department shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, repairing and inspecting or removing Department's property, reading meters and other purposes incidental to performance under or termination of the Department's agreement with the Customer, and in such performance shall not be liable for trespass. In certain circumstances where it is necessary to repair or service property owned by the Customer, the Customer shall be asked to sign the release shown, see "Exhibit F".
- (3) For Industrial Pretreatment and access requirements, see Code of Ordinances, Chapter 26, Article IV, Sewers, Division 4, Industrial and Commercial Waste.

### **17.1.13 LIABILITIES**

The Customer is responsible to properly protect the Department's facilities serving the Customer's premises, and shall permit no one but the Department's personnel or agents, or person(s) authorized by law, to have access to these facilities. In the event of any loss, or damage to property of the Department caused by carelessness, neglect, abuse or misuse on the part of the Customer, the cost of making good such loss or repairing such damage shall be assessed to the Customer "at cost."

### **17.1.14 POTABLE WATER, RECLAIMED WATER AND/OR WASTEWATER SERVICE AVAILABILITY PER REGULATION**

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

### **17.1.15 RECLAIMED WATER AVAILABILITY**

Reclaimed water service when available shall be used to avoid the use of Potable Water for irrigation purposes in accordance with the City Reclaimed Water Ordinance.

#### **17.1.16 RECORDING**

By approval of this Customer Relations Policy Chapter 17 of the Administrative Policy, the City Manager specifically authorizes the Department with the assistance of the City Attorney, and City Clerk's Office to process the recording of all easements, rights, indemnities, deeds, liens, maintenance agreements, Unity of Title or permits granted, acquired, or authorized pursuant to the provisions of this manual. The City Manager is authorized to sign any document that will be recorded in the public records. All recordable documents shall be in a form that indicated approval by the City Attorney.

#### **17.1.17 RIGHTS-OF-WAY OR EASEMENTS**

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

#### **17.1.18 WASTEWATER BACKUP**

Most Wastewater backups are caused by plugging of the Customer's service line by items not intended to be introduced into a service line. The following procedures will apply:

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

#### **17.1.19 UNAUTHORIZED CONNECTION, USE, OR TAMPERING**

The unauthorized connection to, use of, or tampering with the Utility's water, wastewater, or reclaimed water system shall be punished in accordance with the City of Boynton Beach Ordinance, set forth at Chapter 26-8, 26-117, 26-12 and 26-511.

## 17.2 BILLING

### 17.2.1 ACCOUNT DEPOSITS

#### Account Deposit Policy

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

A customer must be in good standing with all existing accounts in order for the deposit to be waived when opening an additional account.

#### Account Deposit Requirement:

The amount of the Account Deposit shall be according to Code of Ordinances Chapter 26. Deposits for non-residential or commercial accounts are refundable only at time of termination of customer at the location. Deposits on hydrant meters must be paid prior to issuing the meter.

#### Existing Account Deposits:

In the event of an increase in the Account Deposit requirements, existing Customers shall not be required to increase their account deposit unless the account has been finalized and the account deposit used, in part or in full, for the satisfaction of outstanding amounts due.

#### Exceptions:

Agencies of the federal, state or local government are exempt from account deposits. Charitable and quasi-governmental agencies are required to have an account deposit.

#### No Interest on Deposits:

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

#### Deposit Refund:

The Department will, at the end of twenty-four (24) months of good account history, credit the Account Deposit to the respective account. Good account history is defined as:

- Not more than one past due notice in any 24 month period.
- No involuntary discontinuance of service in any 24 month period. No uncollectible items in any 24 month period.
- No returned checks
- No occurrences of tampering
- No evidence of fraud

The Department reserves the right to reinstate the Account Deposit requirement if the Customer does not continue to meet the foregoing good account criteria.

Account Deposit Transfer:

An Account Deposit can be transferred for the same customer to a new address if they have not met the good account criteria. The customer is required to pay the account balance before the transfer is permitted. The final bill may be transferred to the new account thirty days after the final bill has been generated. In the event a Customer with good account history, as defined above, moves from one service location to another within the Department's service area, a new Customer Deposit will not be required.

### **17.2.2 TRANSFER OF SERVICE**

Utility Service may be transferred from one Customer to another upon the written request of either the outgoing or incoming Customer. In the absence of a request for transfer of service, the water service will be turned 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 regardless of occupancy or water consumption.

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 17.1.7. The date of account transfer will be the date of ownership, occupancy, or vacancy change as determined by the Department through such sources. It is the property owner's responsibility to provide the Department with any and all information to address discrepancies in date of transfer of ownership.

An existing account may not be transferred from one customer to another, except in the case of a deceased account holder. A copy of the death certificate and identification is required to transfer the account into the name of the spouse/widow/widower. A copy of the marriage certificate is also required in instances where the spouse/widow/widower's surname is different. Property records available at the Property Appraiser's office may also be used in lieu of certificates.

### **17.2.3 TRANSFER OF BALANCE**

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

#### **17.2.4 RENTAL PROPERTY**

A tenant may establish service in his own name; or upon receipt of a notarized authorization from the landlord, property manager, and/or Property Owner, the account may remain in the landlord, property manager and/or Property Owner's name. If the lease or notification of the rental is not presented in a timely manner and the service is already on in the owner's name, the owner is responsible for payment of all charges up to the date the lease or notification is presented. The landlord must pay all fees due while the account was in their name before an account will be opened in a tenant's name. Service will not be established in a tenant's name if an Owner's Deferred Payment Plan associated with the service connection is delinquent.

Upon termination of service, the tenant shall provide a forwarding address as well as the name of the landlord, property manager, and/or Property Owner. Property Owners of vacant rental property are responsible for all fees associated with the service address during periods of vacancy including Customer Account Fees and Base Facility Fees until the property is sold, rented, or permanently disconnected. Owner/tenant agreements do not excuse the Property Owner from paying Base Facility Fees, Customer Account Fees, and Commodity Fees when the tenant vacates the property before the lease expiration date. After 60 days, when there has been no usage and the service has been disconnected for non-payment, the service will be put back into the Property Owner's name.

If property is tenant occupied with a valid lease and the account is current, it is illegal for the property owner to request service disconnection for the tenant.

#### **17.2.5 MOBILE HOMES**

Where service is being provided to a leased lot in a mobile home park, the owner of the mobile home is responsible for the monthly billing, including the Customer Account Fees and Base Facility Fees, for fees incurred while the mobile home is present on the lot and/or the mobile home owner continues to pay lot rental. However, if the service has been disconnected for at least 30 days, an account will be opened in the Property Owner's name for payment of Base Facility Fees.

#### **17.2.6 BILLING CYCLE**

Each Customer shall be billed twelve times per year, with a billing cycle consisting of approximately one month dependent upon weather, holidays, access to meters, work force availability, etc. All meters will be read on a monthly basis with billing performed on a monthly basis. A separate monthly bill will be generated for each installed meter, and master meters will not be sub-billed.

A utility bill will be mailed to the Customer approximately every month. The Department must receive payment by the bill due date to insure proper credit to the account prior to the next bill. Non-payment prior to the beginning of the next billing period shall result in the unpaid amount being carried forward as a past-due balance. Bills will be rendered monthly and shall be considered as received by the Customer when mailed to their service or mailing address, as requested by the Customer. Non-receipt of bills by the Customer does not release nor diminish the obligation of the Customer with respect to payment thereof. Transactions received after 11:59 p.m. are considered as having been received the next business day.

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

### **17.2.7 DELINQUENT ACCOUNTS**

A Customer who has not paid in full any month's bill, and whose subsequent month's bill shows a past-due balance, is considered delinquent and will incur Past-Due Fees. Upon the Customer's request, the Department may administratively waive one Past-Due Fee during any twelve-month period for any one Customer Account. Delinquent accounts are scheduled for disconnection approximately 10 days following a past due bill. The Department may maintain or restore service on an oral or written "Promise to Pay" basis as long as there has been no theft or meter tampering. If the Customer fails to deliver funds on a "Promise to Pay" within five business days, the service will be disconnected and the Customer will not be eligible for an additional "Promise to Pay" for 12 months.

Should Wastewater only service need to be disconnected due to the Customer's non-payment, the Department will make such disconnection on the Department's side of the Point of Service. Reconnection to the system will require pre-payment for the estimate of all costs to be incurred ("At Cost" basis).

Any subsequent service to the same service address for a different Customer will be considered a new account and all appropriate fees will apply. The Department will pursue any reasonable and necessary credit and collection procedures as a result of the Customer's non-payment of the account balance, including utilization of Credit Bureau services and credit and collection agencies, and the imposition of a lien on the Customer's Property.

Pursuant to Section 159.17, Fla. Stat., utility obligations owed to the City constitute a lien on all lands for all service charges, and are prior to all other liens except those of taxes. Unpaid utility balances by the prior owner survive Special Warranty Deed (property being conveyed herein was a foreclosure property) and the transfer of title and are due and payable immediately. Should this outstanding balance remain unpaid, the City will be terminating utility service to the property.

The Department shall not refuse services, or discontinue Potable Water, Reclaimed Water or Wastewater services to the owner of any rental unit or to a tenant or prospective tenant of such rental unit for non-payment of service fees incurred by a former tenant of the rental unit; and any unpaid service charges incurred by a former tenant shall not be the basis for any lien against the rental property except to the extent that the present tenant or owner has benefited directly from the service provided to the former occupant. This paragraph applies only when the former occupant of the rental unit contracted for such services with the Department. As established by Ordinance, tenant debt can and may have a lien filed against tenant personal property.

### **17.2.8 DISHONORED PAYMENTS**

When the Department receives notice of a dishonored payment (includes electronic payments), the transaction will be reversed and a Dishonored Payment Fee and a past due fee, 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 twelve (12) month period or the initial security deposit payment is dishonored, 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 twelve months (12) months. At that time, all other types of payment privileges will be reinstated.

### **17.2.9 PARTIAL PAYMENTS**

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

### **17.2.10 SERVICE INTERRUPTION LIABILITY**

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

### **17.2.11 ADJUSTMENT OF BILL FOR METER ERROR**

A Customer may request a meter test subject to the current City fees. In meter tests performed by the Department, the accuracy of the meter and its performance in service shall be judged by its average error rate. The average meter error shall be considered to be the overall average test rate flows for low, medium and high flows in accordance with the American Water Works Association (AWWA) Standards.

Fast Meter - Whenever a meter tested is found to register fast in excess of the tolerance provided in the AWWA standards, the Department shall credit the Customer's account in the amount billed in error for the period since the last test; the period not to exceed six (6) months except that if it can be shown that error was due to some cause, the date of which can be fixed. The overcharge shall be computed back to but not beyond such date. The credit shall be exclusive of any minimum fee.

Slow meter - Whenever a meter tested is found to register slow in excess of the tolerance provided in the AWWA standards, the Department will not back bill the Customer for the lost revenue unless it can be shown that the Customer tampered with the water meter.

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

#### **17.2.12 ADJUSTMENT OF BILL FOR BILLING ERROR**

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

The Department will also provide Customer account adjustments for services which were provided but were not billed to the Customer. Account adjustments will not exceed three (3) years except for unauthorized connection, use, or tampering by the Customer. In instances where the Department finds cause, the account adjustments will be made from the date the services were first provided but not billed. In either event, the account adjustments will be limited to the current Customer's account.

#### **17.2.13 ADJUSTMENT OF BILL FOR LEAKS AT THE METER**

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

#### **17.2.14 ADJUSTMENT FOR DAMAGE DUE TO ACTS OF NATURE**

The Department will credit the customer for high usage using the same calculation method as an Excessive Usage Credit (EUC) as described in Section 17.2.15 if the customer can provide documentation such as a copy of the insurance claim for water damage caused by a broken line, pictures of an uprooted tree, etc., resulting from acts of nature. This does not include broken lines as a result of root intrusion.

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

An Excessive Usage Credit (EUC) 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.

### **17.2.16 PAYMENT ARRANGEMENTS**

Upon a customer's request to extend payment of a bill, the city may approve a five (5) business day extension for the entire bill under a "Promise to Pay" pursuant to the following:

- A "Promise to Pay" can be requested in advance of disconnection and will delay disconnection. Payment must be made within the 5 business day extension.
- If the "Promise to Pay" is broken or the payment is dishonored by the bank, services will be disconnected, and an Account Reactivation Fee of \$40 and all applicable fees and charges which are owing and unpaid are due and shall be paid in cash or by certified funds prior to reactivation.
- If services are already disconnected, Service Reactivation may be performed on a "promise to pay" all applicable fees and charges which are owing and unpaid are due and shall be paid in cash or certified funds prior to reactivation.
- If a customer fails to deliver funds on a "Promise to Pay" within five business days, the Customer will not be eligible for an additional "Promise to Pay" for 12 months.

A customer may request a payment plan in order to maintain or restore services in extreme events pursuant to the following:

- No individual customer application maybe made more than once in any 24 month period.
- Installment amounts due under the payment plan are payable in full together with full amounts billed for current charges and usage, no later than the due date for the current charges.
- Default on a payment plan will result in service disconnection and balance being due in full prior to service reactivation.
- The Customer account must otherwise be in good standing.
- A payment plan shall require a minimum down payment.
- An application for a payment plan must be completed by the customer.

### **17.2.17 ADMINISTRATIVE CREDITS**

At the discretion of the Department Director, Assistant City Manager, or Finance Director, credits may be applied to accounts based on unusual and extenuating circumstances which shall be explained in the account comments.

Consideration for administrative credits include:

- What is the reason for utility debt accumulation and credit request?
- Who accumulated the debt?
- What is the debt percentage vs. value of the property?
- What pro-active actions have been taken to minimize the debt or discover the debt?

If credits are deemed to be appropriate, they may be developed according to amount of debt as follows:

- \$0 - \$1,000 \$10% credit
- \$1001-\$5000 \$25% credit
- Over \$5,001 \$30% credit

### **17.2.18 TEMPORARY DISCONNECT**

A temporary disconnect will be honored if the Customer so requests, but the Customer will be billed and must pay monthly Customer Account and Base Facility Fees. In addition, an Account Reactivation Fee will be assessed when full service is restored.

### **17.2.19 PERMANENT DISCONNECT**

A contractual relationship is understood to exist wherein the Department is required to provide, operate and maintain the extensive facilities to serve the Customer, on demand, and the Customer, in turn, is required to pay certain initial fees and minimum monthly fees to help maintain a viable Potable Water, Reclaimed Water and/or Wastewater system. A Property Owner may elect to relinquish this right to such capacity/service by releasing the Department from its obligation to provide such capacity/service by notifying the Department, in writing utilizing the "Request for Permanent Disconnect Form," (See "Exhibit G") of Customer's intention to permanently disconnect from the Department's System. The "Request for Permanent Disconnect" must be accompanied with proof that there is no longer a dwelling or other structure with a kitchen or bathroom on the property. The original signed form will be recorded against the property to alert future purchasers of the property that service will not be available to the property until service initiation fees have been paid. At the Department's discretion, service may be reactivated by paying previously unpaid Base Facility Fees if such payment is less than the service initiation fees that might be otherwise required.

### **17.2.20 AUTHORITY TO LIEN PROPERTY FOR UNPAID FEES**

**Pursuant to Section 159.17, FS,** should any fees or rates provided for hereunder, including, but not limited to, Past Due Fees, Commodity Fees, Base Facility Fees, Customer Account Fees and miscellaneous Service Fees not be paid as and when due, and be in default for sixty (60) days or more, the City Commission may cause a lien for said unpaid amount and subsequent accruing unpaid amounts, including but not limited to interest, attorneys' fees and filing fees, to be filed on the parcel of property to which the utility service was provided or made available. City Commission hereby delegates the City Attorney or their designee the authority to execute and record a Claim of Lien for Utility Service, related satisfactions, and releases of invalid or inappropriately filed liens in the Office of the Clerk of the Circuit Court for Palm Beach County. Said Claim of Lien for Utility Service shall contain the current amount of the delinquent fees or rates including monthly Base Facility Fees which continue to accrue in order to maintain service availability to the property; the name of the property owner as indicated by the real property assessment roll maintained by the Property Appraiser of Palm Beach County; and, a legal description of the real property against which the lien is imposed. The lien shall, upon recording, constitute notice to all existing and subsequent parties-in-interest that such fees are due.

### **17.2.21 STATUS AND ENFORCEMENT OF LIENS**

The lien provided for herein shall not be deemed to be in lieu of any other legal remedies for payment available to the City and Department, including but not limited to suspension and termination of water service. A City lien may be foreclosed or otherwise enforced by the City by action or suit in equity as for the foreclosure of a mortgage on real property. A City lien shall be equal with the lien of all county and municipal taxes, superior in dignity to all other liens, titles, and claims until paid.

### **17.2.22 CROSSED SERVICE LINES/INCORRECT BILLINGS**

In the event that Customers cross Potable Water service lines on private property which leads the Department to obtain incorrect readings, the Department will assume no liability for repaying or collecting monies due from the affected parties.

### **17.2.23 FINAL BILLS LESS THAN \$5.00**

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

### **17.2.24 NON-SERVICE ACCOUNTS/ACCOUNTS IN COLLECTION**

Past Due Fees shall be applied to Non-Service Accounts but do not accrue on accounts after they are turned over to the City's collection agency.

All penalty charges allowed by law shall be applied to all overdue debts owed to the City. When an account is turned over to the collection agency, the customer will be responsible for the account balance and all collection fees charged by the collection agency.

## **17.3 METERS**

### **17.3.1 ALL POTABLE WATER AND RECLAIMED WATER THROUGH METERS**

Meters are required on all Potable Water and Reclaimed Water service connections irrespective of the size or nature of service. No property shall have access to or use of Potable or Reclaimed Water without delivery through a meter.

Meter sizes are 5/8" x 3/4", 1", 1 1/2", 2", 3", 4", 6" and larger as necessary. Many of the Department's fees are dependent upon meter size. It is the responsibility of the Customer to select the meter size that is appropriate for Customer's expected demand. The Department will advise Customers regarding meter selection. However, the Department reserves the right to over-rule the Customer's selection if that selection is not compatible /or reasonable expectations of service demand for the connection.

### **17.3.2 METERS - PROPERTY OF DEPARTMENT**

Potable Water, Reclaimed Water and/or Wastewater meters 2" and smaller shall be furnished, installed by and remain the property of the Department, and shall be accessible to and subject to its control. Meters larger than 2" are furnished and installed by the Customer, Developer and/or Contractor. The Customer shall provide meter space to the Department at a suitable and readily accessible location, and when necessary, within or on the premises to be served, with adequate space for installations operation, maintenance and testing.

### **17.3.3 CONNECTIONS TO UTILITIES**

Connections to the Department's Potable Water, Reclaimed Water and/or Wastewater system for any purpose whatsoever are to be made only by employees of Boynton Beach Utilities or by licensed underground contractors under inspection by Utilities. Unauthorized connections render the service subject to immediate termination without notice and service will not be restored until such unauthorized connections have been removed and payment is made in full for all service, including appropriate service fees, and all other applicable fees.

### **17.3.4 METER ACCURACY REQUIREMENTS**

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

### **17.3.5 INACCESSIBLE OR DAMAGED METERS**

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

### **17.3.6 CONSTRUCTION WATER METERS**

All Potable Water used for construction purposes or any other approved purpose on a project must pass through a meter with an approved backflow prevention device which is installed on a fire hydrant. The Department will install construction meters on specific hydrants and the Customer will be billed for all appropriate fees. Multiple construction meters shall not be installed on adjacent hydrants, and meters shall not remain in service at any one location for more than two years unless approved by the Utilities Director. Construction meters may only be moved by Department personnel. Construction meters to be placed on new fire hydrants will not be installed until a “construction only release” is obtained from the County Health Department. The water through construction meters shall be considered non-potable and shall not be used for drinking or consumption purposes. “Construction water” may be used for non-potable applications such as temporary irrigation, testing of internal plumbing systems, flushing toilets in model homes, construction and/or sales trailers. The Developer shall post “Non-Potable Water – Do Not Drink” signs at all water outlets served with construction water. No connection or guaranteed revenue fees are required for construction meters. Construction meters shall be read and billed monthly. It is the responsibility of the Customer to inform the Department when it is necessary to move the construction water meter from its current location. The Department will read each construction water meter on a monthly basis. If the Department cannot locate the construction water meter to read it on a monthly basis because it is not at the intended location, this is considered tampering and a \$150 or current tampering fee will be charged as provided for by Ordinance.

### **17.3.7 PORTABLE METERS**

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

### **17.3.8 POTABLE WATER IRRIGATION AND FOUNTAIN METERS**

If the Customer chooses to irrigate with Potable Water, the Customer may do so through Customer’s main source meter and pay all commodity fees as appropriate for usage through that meter. For single family residential, a separate meter is not required because the Department only bills up to 7000 gallons/month for sewer.

Separate Potable Water meters will be allowed if the Customer meets the following criteria:

- 1) Customer’s main source meter is not readily accessible to the area being irrigated; or
- 2) No other sources of water for irrigation are available (i.e. lake/canal water, well, or reclaimed water); or

The customer is located east of I-95 where ground water is susceptible to salt water intrusion salty and cannot be relied upon for irrigation. The City will approve a water-only meter for water feature and all current fees will apply at the non-residential water-only rate.

A potable water meter for irrigation will not be issued when reclaimed capacity is determined to be available and local and state regulations are met.

### **17.3.9 SALES TRAILERS/MODELS OR CONSTRUCTION TRAILERS**

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

(1) Temporary Meter/Temporary Use:

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

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

(2) Permanent Meter/Temporary Use:

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

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

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

### **17.3.10 FIRE LINE SERVICE**

Payment of fire line service is the responsibility of the "Property Owner of Record"; however, service may be put into the name of the tenant if the fire line service is connected exclusively to the leased service location. If the tenant does not pay the bills for the fire line account, non-fire line potable service will be considered delinquent and service may be discontinued for non-payment until payment is received.

EFFECTIVE DATE: July 1, 2016

*Lori LaVerriere*

Lori LaVerriere  
City Manager



"EXHIBIT E"

Payment Plan Application

Customer Account # \_\_\_\_\_

Customer Name \_\_\_\_\_

Service Address \_\_\_\_\_

Mailing Address (if Different) \_\_\_\_\_

Customer Account Balance is due to one of the following reasons:

- \_\_\_\_\_ Monthly Bill Non Payment – Repayment allowed over a three (3) month period
- \_\_\_\_\_ Monthly Bill Non Payment due to extreme circumstances which documentation must be provided to the Department for consideration; repayment will be allowed over a period of three (3) to six (6) months
- \_\_\_\_\_ Previous Owner Debt – Repayment allowed over a number of months based on the total past due amount after payment of a deposit as determined by the Department
- \_\_\_\_\_ Denial of Bill Adjustment Request – Repayment allowed over a three (3) month period
- \_\_\_\_\_ Denial Excessive Use Credit – Repayment allowed over a three (3) month period
- \_\_\_\_\_ Previous Account/Tenant Debt – Repayment allowed over a three (3) month period

Submitted by: \_\_\_\_\_

Print Name

\_\_\_\_\_ Indicate responsibility to the balance due (ie. tenant/owner/Property Mgmt)

\_\_\_\_\_  
Signature

Payment Plan agreed to:

Down Payment \$ \_\_\_\_\_ Monthly payment in addition to current monthly bill \$ \_\_\_\_\_

# of Months \_\_\_\_\_ Term Ends \_\_\_\_\_

If the above is not adhered to, services are subject to disconnection until balance is paid in full. One payment plan is allowed in a 24 month period.

Prepared by: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Customer Name (print)

\_\_\_\_\_ Customer Signature





**“EXHIBIT G”**

**REQUEST FOR PERMANENT DISCONNECT**

Property Control Number (PCN \_\_\_\_\_)

I, \_\_\_\_\_, hereby request the property located at \_\_\_\_\_  
be permanently disconnected from the City of Boynton Beach Utility Department’s (“Department”) Potable Water/Reclaimed Water/Wastewater system(s) (circle applicable system(s)). I am the owner of the above-referenced property and have the authority to execute this Request for Permanent Disconnection.

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

Witnesses:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

Signature

Print Name

Title

Date

**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