

**RULES AND REGULATIONS  
OF  
AUBURN WATER SYSTEM, INC.**

**Section 1. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REGULATIONS**

**All regulations and requirements of the Florida Department of Environmental Protection (DEP) are incorporated herein, as if those rules and regulations were included in this document.**

**Any DEP rule, regulation or requirement which is more stringent than the rules and regulations contained in this document, have precedence and shall supersede those contained herein.**

AWS retains the right to institute more stringent requirements than those set forth by DEP, if, in the opinion of the Board, the increased requirements are for the protection and benefit of the customers of AWS.

**Section 2. CLASSIFICATION OF SERVICE**

**New Construction/Premises under Construction:** This category applies strictly to those properties in which a developer or builder requests installation of a new water tap and intends to use the services provided by Auburn Water System, Inc. during the pendency of construction/development of the real property and prior to occupancy.

**Residential:** This category applies strictly to a single-family dwelling or to each residential unit in a mobile home park, duplex or multiple dwelling building.

**Commercial:** This category applies to all services not classified as Residential or New Construction/Premises under Construction.

**Dormant Residential:** This category applies to accounts which qualify for the Residential classification and for which the member does not require active service but wishes to retain the existing tap and meter for the future provision of water service. Meters servicing Dormant Residential accounts shall be locked off by the System but shall be otherwise maintained and monitored by the System in a condition satisfactory to render water service to the Member upon request. Dormant Residential accounts shall be charged a monthly readiness to serve charge as established in the annual rate schedule and shall be further subject to meter activation and deactivation fees as established in the annual rate schedule.

**Section 3. APPLICATION FOR SERVICE:**

- a. The customer will make application for service, in person, at the office of the Corporation and at the same time, shall pay all current tap fees, at which time they shall become a member of Auburn Water System, Inc.
- b. The Corporation may reject any application for service: not available under a standard rate; which requires excessive service cost; which may affect the supply of service to other members; until all previous bad debts have been paid, or for any other good and sufficient reasons.
- c. Should a member leave the water system and not pay their balance in full, and the security deposit does not cover the bill, Auburn Water System, Inc. may collect said monies owed in any manner provided by law.
- d. No new occupant of said structure shall be responsible for the balance owed by a previous occupant. For rental units, the owner shall be required to complete the Representation of Owner/Owner's Agent Form before water will be provided to a new occupant.

**Section 4. GUARANTEE DEPOSIT:**

- a. For any classification of service, the minimum cash deposit, as stated in the current "Fee and Rate Schedule," shall be required. The Corporation shall have the option, to require any member who has had their water disconnected, because of non-payment more than twice in a calendar year, to pay an increased deposit equal to twice the normal amount approved by the Board.
- b. The member in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with the service furnished.
- c. A separate deposit is required for each meter installed.
- d. The guarantee deposit receipt is not negotiable and can be redeemed only at the Corporation's offices. Where the Corporation finds that the request for a guarantee deposit refund is questionable, the Corporation may require the applicant for refund to produce the deposit receipt properly endorsed.
- a. Any member with a good payment history, may, upon request, transfer an existing membership deposit and any outstanding bill to a new address. All deposits will be held without interest paid to the member. All deposits will be held in perpetuity until such time as the member terminates service. When termination is requested, the final bill will be subtracted from the deposit and any remainder will be sent to the member. For accounts where the final bill exceeds the deposit, a bill for the remainder of the account will be sent to the member.

**Section 5. CROSS-COLLATERIZATION:**

Any and all deposits made by a member hereunder as a result of applying for and receiving services from Auburn Water System, Inc., are hereby cross-collateralized so that the deposit made for each Application for Service shall, at the Corporation's option, stand as security jointly and severally for any and all amounts due under any other accounts held by the same member.

**Section 6. INITIAL OR MINIMUM CHARGE:**

- a. The initial or minimum charge, as provided in the "Fee and Rate Schedule", shall be made for each meter installed, regardless of location.
- b. For all new mobile home parks, a separate meter shall be required for each space.
- c. For campgrounds, one meter will be required, with an additional fee of \$2.00 per month per space to be assessed in addition to the water used.
- d. The member shall be allowed additional minimum water prorated at the regular minimum rates as evidenced by the published "Fee and Rate Schedule" of the Corporation. All excess water will be billed at the Corporation's regular published rates.
- e. A separate water meter shall be required for each single-family occupancy, duplexes, triplexes, etc. Each individual unit of a duplex, triplex, etc. shall require an independent meter.
- f. The minimum charges for additional residential and commercial units shall apply regardless of whether the residential or commercial unit is occupied or unoccupied.
- g. Where service is furnished to a member during the summer months only, the minimum charge for service for the period of such absence shall be the regular minimum as set out in the Fee and Rate Schedule of the Corporation. All excess water will be billed at the Corporation's Fee and Rate Schedule. If the member takes exception to this rule and insists that the service be wholly discontinued during periods of absence, the Corporation will make a charge for such cutoff and re-connection in accordance with the "Fee and Rate Schedule".
- h. Water furnished for a given lot or residence shall be used on that lot or residence only. Each class of service must be separately metered. Each member's service must be separately metered at a single delivery and metering point. Each commercial unit and each storeroom or stall used for business purposes, shall have a separate meter. All commercial use, including storerooms and stalls for business purposes shall be metered separately from any residential use, and vice versa, whether now in service or to be installed in the future. Taps shall be paid for a specific lot or parcel and are not transferable.

**Section 7. CORPORATION'S RESPONSIBILITY AND LIABILITY**

- a. The Corporation shall run a service line from its distribution pipe to the point on the member's property where the distribution line exists and runs immediately adjacent and parallel to the property to be served. A tap-on fee will be charged for each such new service in accordance with the "Fee and Rate Schedule". Note: The connection charge may be changed by order of the Corporation at such time as market conditions may justify, with all other provisions herein remaining in effect. The Corporation will not provide service to any future building in the 100-year floodplain unless the builder/developer provides evidence they can meet the county requirements for meter height above the flood line. Areas denoting the 100-year floodplain are to be determined by the F.E.M.A. Flood maps.
- b. The Corporation may install its meter at the property line, or, at the Corporation's option, in a location mutually agreed upon between Auburn Water System, Inc. and the member.
- c. When two or more meters are to be installed on the same premises for different members, they shall be closely grouped and each clearly designated as to which member it applies.
- d. The Corporation does not assume the responsibility of inspecting each individual member's piping or apparatus and will not be responsible, therefore. The member will be billed, and is responsible for, payment for all metered water used.
- e. The Corporation reserves the right to refuse service unless the members' lines or piping are installed in such manner as to prevent cross connection or backflow of water into the Corporation's lines and to immediately discontinue service if a cross connection is found where a backflow prevention device is not present. In the event Auburn Water System, Inc. deems a backflow protection device necessary, the member is responsible for the installation of the device and for the cost of the yearly testing.
- f. The Corporation shall not be liable for damage of any kind resulting from water, or the use of water, on the member's premises, unless such damage results directly from negligence on the part of the Corporation. The Corporation shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the member's premises. The Corporation shall not be responsible for negligence of third persons, or forces beyond the control of the Corporation, resulting in any interruption of service.
- g. Under normal conditions, the member will be notified of any anticipated interruption of service.
- h. The System monitors monthly consumption reports in an effort to identify usage trends that could indicate a leak on the member's side of the meter. When a potential leak is identified, as a courtesy the System will undertake reasonable efforts to contact the member including, when feasible, by phone and by in-person visit to the service address. The System reserves the right to turn off water supply at the meter when a leak on the member's side of the meter is apparent and efforts to contact the member have been unsuccessful. The System shall not be responsible for any loss or damage resulting from the decision to turn off supply at the meter because of an apparent leak. Nothing herein shall create any affirmative obligation on the part of the system to find or identify any leaks or to notify the member of any leak existing on the member's side of the meter and no liability is assumed for any failure to find,
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**Section 8. MEMBERS RESPONSIBILITY:**

- a. Piping on the member's premises must be so arranged that the connections are conveniently located with respect to the Corporation's lines or mains or the Corporation may require the member to relocate the piping. If the member's piping on their premises is so arranged that the Corporation is called upon to provide additional meters, each meter will be considered as a separate and individual account.
- b. A suitable location on the premises shall be provided by the member for placing of a meter. Said meter shall be in a location which is unobstructed and accessible at all times to the Corporation's employees.
- c. The member is encouraged to install and maintain a private cut-off valve on their side of the meter.
- d. The member's piping and apparatus shall be installed and maintained, by the member at their expense, in a safe and efficient manner, in accordance with these rules and regulations and in full compliance with the sanitary regulations of the Florida Department of Environmental Protection. The member will be liable for payment of all metered water delivered to their property.
- e. The member shall guarantee proper protection for the Corporation's property placed on the member's premises. The meter box and all equipment contained herein remain the property of Auburn Water System,

- Inc. and it shall be the responsibility of the Corporation to replace those defective parts as needed.
- f. In event that any loss or damage occurs to the property of the Corporation or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the member, his agents or employees, the cost of the necessary repairs or replacements shall be paid by the member to the Corporation and any liability otherwise resulting shall be assumed by the member.
  - g. The amount of such loss or damage or the cost of repairs shall be added to the member's bill, and if not paid, service may be discontinued by the Corporation.

**Section 9. EXTENSIONS TO MAINS AND SERVICES:**

- a. The Corporation may construct extensions to its water lines to points within its certificated area, but the Corporation shall not be required to make such installations unless the member advances to the Corporation the entire cost of the installation.
- a. All line extensions shall be evidenced by a contract signed by the Corporation and the member advancing funds for said extension, but each contract shall be null and void unless approved by the Corporation's Board of Directors.
- b. The Corporation shall not be required to refund any part of the advance made by the member to cover the cost of the extension. Line extensions and the cost of each extension will be at the discretion of the Board of Directors.

**Section 10. ACCESS TO PREMISES:**

- a. Duly authorized agents of the Corporation shall have access, at all reasonable hours, to the premises of the member for the purpose of installing or removing Corporation property, inspecting piping, reading or testing meters or for any other purpose in connection with the Corporation's service and facilities. Access shall be maintained in a free and unobstructed manner. Corporation is granted the right to request that the member remove or abate any obstruction or to take action to remove or abate any obstruction without liability to the member. Obstructions shall include but not be limited to trees, landscaping and fencing. Should a member refuse to remove or abate an obstruction or allow the Corporation to remove or abate the obstruction, the Corporation may, in its discretion, refuse to provide service or terminate service and membership hereunder.
- b. Each member shall grant or convey, or shall cause to be granted or conveyed, to the Corporation, a perpetual easement and right of way across any property owned or controlled by the member, wherever said perpetual easement and right of way is necessary for the Corporation water facilities and lines, so as to be able to furnish service to member or other contiguous members. Should a member refuse to provide the easement and right of way described herein, the Corporation shall refuse to provide service.

**Section 11. CHANGE OF OCCUPANCY:**

- a. Not less than three days' notice should be given, in person or in writing, at the Corporation's office, to discontinue service or to change occupancy.
- b. The outgoing member shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longest.

**Section 12. METER READING - BILLING COLLECTIONS**

Meters will be read and bills rendered as follows:

- a. The Corporation reserves the right to vary the dates or length of period covered, temporarily or permanently, if necessary or desirable.
- b. Bills for water will be figured in accordance with the Corporation's published "Fee and Rate Schedule" in effect and will be based on the amount of water consumed for the period covered by the meter readings, plus the minimum meter charge.
- c. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different members, or for the same or different services.
- d. Bills are due when rendered. Bills become delinquent after fifteen (15) days and a penalty of percent (10%) will be added. Delinquent accounts are subject to disconnect twenty (20) days from the due date. No disconnect notices will be sent to the member, as the disconnect warning is printed on the regular monthly bills.
- e. Failure to receive bills or notices shall not prevent such bill from becoming delinquent nor relieve the member from payment.
- f. In most situations, charges for new meters commence when the account becomes active.

**Section 13. SUSPENSION OF SERVICE:**

- a. The Corporation reserves the right to discontinue its service without notice for the following additional reasons:
  1. To prevent fraud or abuse.
  2. Members willful disregard and violation of any of the Rules and Regulations hereunder.
  3. Emergency repairs.
  4. Insufficiency of supply due to circumstances beyond the Corporation's control.
  5. Legal processes.
  6. Direction of public authorities.
  7. Strike, riot, fire, flood, accident or any unavoidable cause.
  8. Theft of utility by reversal of meter or making an unmetered connection to the Corporation's distribution lines, or by installing a non-AWS or stolen AWS meter when AWS has had the original meter removed for cause.
  9. Failure of member to pay their bill and other charges when due.
  10. Whenever a cross or illegal connection, whether actual or potential, is found.
  11. Tampering with any service pipe or permitting tampering by others.
  12. Use of water by member for any purpose other than described in the Application for Service.
  13. Use of water by member at any location other than that described in the Application for Service.
  14. Refusal of access to property to authorized representatives of Auburn Water System, Inc.
  15. Failure of member to comply with any water use restrictions imposed.

16. Pursuant to any other laws of the State of Florida.

- b. The Corporation may, in addition to prosecution by law, permanently refuse service to any member who tampers with a meter or other measuring device, taps into the distribution line, or secures water thru any other illegal method. In the event that any loss or damage results from the negligence or wrongful act of the member, his agents or employees to the lock placed on a meter for non-payment, in an effort to re-supply water, will have the meter removed by the Corporation and be assessed a penalty approved by the Board. The meter will be reinstalled only after payment of the current established reconnection fee, balance on account and penalty.
- c. The Corporation expressly reserves the right as long as any account of a member is delinquent, to not re-connect, continue services, or issue new taps in that member's name without full payment of any delinquent account.
- d. When services are discontinued and all bills paid, any deposit remaining will be refunded to the member. There shall be no interest paid to customers for customer deposits.
- e. Upon discontinuance of service for nonpayment of bills, the deposit will be applied by the Corporation toward settlement of the account. Any balance will be refunded to the member. If the deposit is not sufficient to cover the bill, the Corporation may proceed to collect the balance in any way provided by law for the collection of debts. In the event Auburn Water System, Inc. deems it necessary to enforce the provisions of these Rules and Regulations and pursue a member for a past due debt, Auburn Water System, Inc., shall be entitled to costs and reasonable attorneys' fees, to include any appellate proceedings.

**TERMINATION OF SERVICE**

This provision was adopted by the Board of Directors on February 15, 2016 and shall take effect on January 1, 2017.

Any connection, tap or meter which is not specifically associated with an existing member account maintained by a Member in good standing in one of the categories of service as identified in Section 2 hereof, is hereby declared to be an inactive connection. Inactive connections require the expenditure of System resources and therefore place an undue burden on the members of the System. The System shall regularly audit its accounts to identify Inactive connections. Once identified, the System shall make reasonable efforts to locate the last known Member associated with that connection and/or the owner of the real property serviced by the Inactive connection and advise said Member or owner of the intention to terminate service. If the appropriate party fails to take action to establish an account within the appropriate service category within 06 months of the first reasonable efforts to locate the responsible party, said connection shall be noticed for termination. The intention to terminate the connection shall thereafter be published in the agenda of a regular or special meeting of the Board of Directors and upon a vote of a majority of the members of the Board, said connection shall be terminated. Once terminated, any new service request to replace the terminated service shall be subject to the fees and conditions of any comparable new tap request.

**Section 14. THEFT OF UTILITIES/UNAUTHORIZED USE OF WATER- CRIMINAL PROSECUTION:**

Any unauthorized use of water through an illegal connection or those specific acts enumerated in Florida Statute §812.14 and the Corporation can proceed with both criminal and civil charges against those responsible. In addition to any criminal charges those responsible may face a fine outlined in the AWS Rate Schedule and must be paid before service is reinstated

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**Section 15. COMPLAINTS ~ ADJUSTMENTS:**

- a. If the member believes the water bill to be in error, they shall present the claim, in person to the Corporation office before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not prevent discontinuance of service, as heretofore provided. The member may pay such bill under protest and said payment shall not prejudice their claim.
- b. The Corporation will make special meter readings at the request of the member for a fee approved by the Board. If such special reading discloses that the meter was over-read, no charge will be made.
- c. c. Meters will be tested at the request of the member upon payment to the Corporation for a fee established in the Corporation's " Fee and Rate Schedule." If the meter is found to over- register beyond the factory certified tolerance of the correct volume, no charge to the member will be made.
- d. d. If the seal of a meter is broken by other than the Corporation's representative, or if the meter fails to register correctly, or is stopped for any cause, the member shall pay an amount estimated from the record of his previous bills and/ or from other proper data. If a lock is removed by any other than an Auburn Water System, Inc. representative, there shall be a charge, approved by the Board, added to that member's account.

**PRESSURE REDUCING VALVE POLICY-Resolution 2-2016-2**

It is the policy of AWS to provide safe and adequate drinking water to members at pressures within guidelines as established by the Florida Department of Environmental Protection and other appropriate regulatory agencies. Members who determine that system pressures are greater than desired may install a pressure reducing valve downstream from the meter servicing the impacted member.

Any pressure reducing valve installed by a member shall be done so in accordance with all applicable codes and regulations and shall be done so at member expense. Liability for maintaining the pressure reducing valve and associated connections shall rest solely with the member.

All pressure reducing valves installed by AWS on or before the date of this Resolution shall continue to be covered by a warranty -limited to repair or replacement of the existing pressure reducing valve - for a period of one year. On the one-year anniversary of the adoption of this Policy, all pressure reducing valves previously installed by AWS shall become the property of the impacted member and liability for the valve shall become the responsibility of the member as if the member had installed the valve.

This Resolution shall be effective as of the date of execution below.

APPROVED AND ACCEPTED this 15 day of February 2016.

RESOLUTION NUMBER 2-2016-3

**A RESOLUTION FORMALLY ESTABLISHING THE POLICY OF AUBURN WATER SYSTEM, INC., WITH REGARD TO SYSTEM ASSETS LOCATED ON PRIVATE PROPERTY.**

WHEREAS, the Board of Directors of the Auburn Water System, Inc. ("AWS") desires to formally establish a policy governing the installation and maintenance of System assets on private property, now therefore

BE IT RESOLVED by the Board of Directors of Auburn Water, System, Inc. as follows:

Unless and until amended, revoked or replaced by the Board of Directors, the following shall be the policy of AWS with regard to System assets on private property:

**POLICY REGARDING SYSTEM ASSETS ON PRIVATE PROPERTY**

It is the policy of AWS that all System assets be maintained on property owned by AWS or on property or right-of-way owned by a county, municipality or other public entity. System assets shall only be installed on private property when, in the sole and exclusive determination of AWS, no feasible alternative exists, and when the property owner has granted a satisfactory perpetual generic easement for the purpose of installation and maintenance of utilities or a satisfactory perpetual easement has been granted specifically to AWS for the purposes of installing and maintaining utilities.

It is further the policy of the Board that existing System assets located on private property not in compliance with the above policy be identified, and when, in the sole and exclusive determination of AWS, it becomes practicable and cost feasible, be relocated to public property or right-of-way. When in the sole and exclusive determination of AWS, said assets cannot be feasibly relocated, a satisfactory perpetual easement shall be obtained from the property owner authorizing access to said assets.

The General Manager shall be empowered to authorize the installation of a replacement water line from the new meter to the old meter location provided that the property owner first executes an appropriate agreement holding AWS harmless and accepting ownership of the replacement service line.

If a property owner fails or refuses to provide a written easement pursuant to the above policy, the General Manager shall be empowered to authorize the abandonment of the System assets and relocation of any impacted meters back to the nearest public property or right-of-way and require that the property owner install infrastructure necessary to connect to the relocated meter.

Nothing in the above policy shall be construed as waiving or relinquishing any existing easement or right of access held by AWS by prescription or otherwise.

This Resolution shall be effective as of the date of execution below.

APPROVED AND ACCEPTED this 15 day of February, 2016.

**Section 16. ABRIDGEMENT OR MODIFICATION OF RULES:**

- a. No promise, agreement or representation of any employee of the Corporation shall be binding upon the Corporation except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Corporation.
- b. No Modification of rates or any of the rules and regulations shall be made by any agent of the Corporation.



**Section 17. ADOPTION OF RULES:**

Until further order of the Board of Directors of this Corporation the rules and regulations, as the same are hereinabove set out, are hereby adopted as of the date hereof to become effective on and after:

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**Revised by the Board of Directors-Auburn Water System, Inc. April  
20, 2015 Date Amended: April 20, 2015**

\_\_\_\_\_ copy \_\_\_\_\_ **President-Auburn Water System**

\_\_\_\_\_ copy \_\_\_\_\_ **Secretary-Auburn Water System**