

# AUBURN WATER SYSTEM, INC.

## RULES AND REGULATIONS

(Amended October 25, 2025)

### DEFINITIONS:

“Residential Service” refers to Service for a single-family dwelling or each residential unit in a mobile home park, travel trailer park, duplex, triplex, or multiple dwelling building.

“Commercial Service” refers to all Services not classified as Residential.

“Service” refers to the acquisition and production by AWS of potable water and the use of the potable water by the Member.

“Dormant Accounts” refers, collectively, to accounts with Dormant Residential Service and Dormant Commercial Service.

“Dormant Residential Service” refers to Residential Service accounts for which the Member does not require active Service but wishes to retain the existing tap and meter for the future provision of Service or those accounts who do not utilize Service for a period of six (6) months or more and deemed dormant by AWS after notice as described herein.

“Dormant Commercial Service” refers to Commercial Service accounts for which the Member does not require active Service but wishes to retain the existing tap and meter for the future provision of Service or those accounts who do not utilize Service for a period of six (6) months or more and deemed dormant by AWS after notice as described herein.

“Member” refers to a person or entity who holds a Membership to AWS and is either a property owner within the AWS service area or is eligible to receive Service.

“Annual Rate Schedule” refers to the schedule that outlines the rates for Service and fines for violations of the AWS Rules and Regulations.

Membership refers to a person or entity that pays the non-refundable membership fee, makes a security deposit, and pays a monthly bill/fee for water Service to AWS.

### **Section 1 - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REGULATIONS**

All rules, regulations, and requirements of the Florida Department of Environmental Protection (“FDEP”), Northwest Florida Water Management District (“NWFLWMD”), and the Environmental Protection Agency (“EPA”) are incorporated herein, as if those rules, regulations, and requirements were included in these Rules and Regulations. If a rule herein conflicts with an FDEP, NWFLWMD, or EPA rule, then the FDEP, NWFLWMD, or EPA rule shall govern.

Auburn Water System, Inc. (“AWS”) retains the right to institute more stringent rules and requirements than those set forth by the FDEP, NWFLWMD, or the EPA, if, in the opinion of the Board, the increased requirements are for the protection and benefit of the Members of AWS.

### **Section 2 - SERVICE CLASSIFICATION**

The types of Service provided by AWS are as follows: Residential, Commercial, Dormant Residential, and

Dormant Commercial.

**Section 3 - APPLICATION FOR SERVICE:**

1. The applicant shall make application for Service, in person at AWS offices or electronically on the AWS website.
  - a. To obtain Residential Service, the following information is required by each applicant:
    - i. Government issued picture identification
    - ii. Existence of a separate well or other water source
      1. The existence of a separate well or water source will require the confirmation of no cross-connection (see cross-connection policy)
    - iii. If the applicant is the owner of the property on which Service is requested, upon request:
      1. Proof of ownership (i.e., Deed, Order, Certificate of Title)
    - iv. If the applicant is a tenant of the property on which Service is requested, upon request:
      1. Proof of tenancy (i.e., executed lease or affidavit of Owner)
    - v. If the property is located in the City of Crestview:
      1. Proof of septic tank or sewer service from the City of Crestview
    - vi. If the property is located in Okaloosa County, outside the City of Crestview city limits:
      1. Proof of a septic tank, sewer service, wastewater, and/or reclaimed water service from Okaloosa County.
  - b. To obtain Commercial Service, the following information is required by each applicant:
    - i. Government issued picture identification for the Authorized Member, Owner, Authorized Representative, Agent, Trustee, Attorney-in-Fact, or other person of authority for the owner of the property, if not an individual
    - ii. Existence of a separate well or other water source
      1. The existence of a separate well or water source will require the confirmation of no cross connection (see cross-connection policy)
    - iii. If the applicant is the owner of the property on which Service is requested, upon request:
      1. Proof of ownership (i.e., Deed, Order, Certificate of Title)
    - iv. If the applicant is a tenant of the property on which Service is requested, upon request:
      1. Proof of tenancy (i.e., executed lease or affidavit of Owner)
    - v. If the property is located in the City of Crestview:
      1. Proof of a septic tank or sewer service from the City of Crestview
    - vi. If the property is located in Okaloosa County, outside the City of Crestview city limits:
      1. Proof of a septic tank, sewer service, wastewater, and/or reclaimed water service from Okaloosa County.
2. If the applicant meets all requirements for Service as outlined above and after review of the application, AWS accepts the applicant, the applicant shall pay the current tap fee(s), if applicable, as established in the Annual Rate Schedule and shall remit any other fees or deposits as required in the Annual Rate Schedule, at which time they shall become a Member of AWS.

3. AWS reserves the right to reject any application for Service for any reason at its sole discretion.
  - a. Common reasons for denial of Service in the past have included:
    - i. Service is not available at a standard rate.
    - ii. Service which requires excessive Service cost.
    - iii. Service which may affect the supply of Service to other Members.
    - iv. Applicant has previous unpaid debts with AWS.
4. The name(s) on the application shall be the name of the Member, who shall be responsible for payment of all bills incurred in connection with the Service provided.

#### **Section 4 - DEPOSIT(S):**

1. For any Service, the Member shall be required to pay the minimum cash deposit, as stated in the current Annual Rate Schedule.
2. A separate deposit, as stated in the Annual Rate Schedule, is required to be paid for each meter installed.
3. The deposit amounts are not negotiable.
4. Any Member with a good payment history with AWS (the Member cannot have had their service cut off in the past AND have no more than two (2) late payments in any twelve (12) month period), may, upon request, transfer an existing Membership and deposit and any outstanding bill to a new address. AWS reserves the right to deny any transfer request at its sole discretion.
5. All deposits will be held without interest paid to the Member. All deposits will be held in perpetuity until the Member terminates Service or the deposit is claimed as payment towards an outstanding debt.
6. When termination is requested, the final bill will be subtracted from the deposit(s), and any balance remaining on deposit will be sent to the Member. For accounts where the final bill exceeds the deposit, a bill for the balance of the account will be sent to the Member. If a Member fails to pay its final bill, AWS reserves the right to collect monies owed in any manner provided by law.
7. In the event AWS deems it necessary to pursue a Member for a past due debt, AWS shall be entitled to costs and reasonable attorneys' fees, to include any appellate proceedings.
8. Any and all deposits made by a Member as a result of applying for and receiving Services from AWS are hereby cross-collateralized so that each deposit shall stand as security jointly and severally for all amounts due under any other accounts held by the same Member.

#### **SECTION 5 - METER REQUIREMENTS**

1. A separate meter shall be required for each Residential Service account, to include but not be limited to a single-family dwelling, a duplex, triplex, or multiple dwelling building.
  - a. AWS reserves the right, after a review of the master plans for projects such as duplexes,

triplexes, or multiple dwelling buildings, to require a specific type of meter (single per unit or master meter) depending upon capacity capabilities.

2. For all mobile home parks and travel trailer parks, a separate meter shall be required for each vehicle/trailer lot.
  - a. AWS reserves the right, after a review of the master plans for projects such as mobile home parks and travel trailer parks, to require a specific type of meter (single per unit or master meter) depending upon capacity capabilities.
3. A separate meter shall be required for each Commercial Service account, to include but not be limited to each building, unit, or suite in a building.
  - a. AWS reserves the right, after a review of the master plans for projects, to require a specific type of meter (single per unit or master meter) depending upon capacity capabilities.
4. Water supplied to a parcel or residence shall be used exclusively on that parcel or residence designated as the Service address. The transfer or use of water on any other parcel, residence, lot, or premises or for distribution to other locations is strictly prohibited.
5. Each Member's Service must be separately metered at a single delivery and metering point.
6. All Commercial Service accounts, including storerooms and stalls for business purposes, shall be metered separately from any Residential Service account, and vice versa, whether now in Service or to be installed in the future. AWS shall review any intended commercial use within a residential structure, and vice versa, and additional requirements, if any, shall be identified.
7. When an existing Service has been purchased to serve a structure on a specific parcel, and that parcel is later split or subdivided, the Service will remain with the original structure. If the Service needs to be relocated (example: Service now sits on a different parcel), the relocation of Service shall be completed at the expense of the Member. If no structure exists at the time the parcel is split or subdivided, the Service remains with the parcel upon which the meter is physically located. The newly created parcel must obtain a new, separate tap and Service. Under no circumstances may a Service connection cross property lines to serve another parcel.
8. Taps shall be paid for a specific parcel and are not transferable to another parcel.

**Section 6 - MINIMUM MONTHLY CHARGE/PAYMENT:**

1. For all active accounts, the minimum monthly water use charge, as stated in the current Annual Rate Schedule, shall be paid monthly for each meter.
2. Should a Member use more water than the minimum monthly charge, then the Member shall pay the rates as stated in the current Annual Rate Schedule for all water used.
3. For all Dormant Accounts, a monthly readiness to serve charge, as established in the Annual Rate Schedule, shall be paid for each meter.
  - a. All Dormant Accounts shall be further subject to meter activation and deactivation fees as established in the Annual Rate Schedule.

## **Section 7 - AWS RESPONSIBILITY AND LIABILITY**

1. AWS shall run a service line from its distribution pipe to the point at the Member's property line where the main distribution line exists and runs immediately adjacent and parallel to the property to be served, unless at AWS sole discretion the line shall not run adjacent and needs to run in a different manner.
2. AWS may install its meter in the right-of-way easement at the property line, or in a location mutually agreed upon (in writing) between AWS. and the Member.
3. When two or more meters are to be installed on the same property for different Members, they shall be as closely grouped as possible on the Property, and each will be clearly designated as to which unit/structure the meter services.
4. AWS shall be responsible for all piping, apparatus, and/or connections between the main distribution line and the meter. AWS installed parts shall be placed in the right-of-way or easement whenever possible.
5. The meter box and all equipment contained therein up to the MIP (the fitting that connects the meter assembly to the Member's water line) is and shall remain the property of AWS, and it shall be the responsibility of AWS to replace and maintain the same as needed, except in the case of damage caused by the Member, whether due to negligence or some other wrongful act.
6. Meters servicing Dormant Accounts shall be locked off by AWS but shall be otherwise maintained and monitored by AWS in a condition satisfactory to render water service to the Member upon request.
7. AWS does not assume any responsibility for a Member's piping, apparatus, or connections beyond the meter. The Member will be billed, and is responsible for, payment for all metered water used.
8. AWS reserves the right to inspect and to refuse Service to a Member if the Member's lines or piping are installed in such a manner as to potentially allow cross connection or backflow of water into AWS lines.
9. AWS reserves the right to immediately discontinue Service if a cross connection is found and a backflow prevention device is not present.
  - a. In the event AWS deems a backflow protection device necessary (see Backflow Policy), the Member is responsible for the installation of the device and for the cost of the required testing as outlined in the Cross-Connection Control Policy (CCCP). Failure to do so is grounds for refusal or termination of Service.
10. AWS shall not be liable for damage of any kind resulting from water, or the use of water, on the Member's property, unless such damage results directly from negligence on the part of AWS.
11. AWS shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the Member's property. AWS shall not be responsible for negligence of third persons or forces beyond the control of AWS, resulting in any interruption of Service or damage to private property.

12. For any anticipated or actual interruption of Service not associated with non-payment, AWS will notify the Member by a method approved by the FDEP. This shall include, based on the number of Members affected by the interruption and whether the action is based on a non-compliance problem, by door hanger, public announcement via news media, and/or reverse 911.
13. AWS monitors monthly consumption reports 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, AWS will undertake reasonable efforts to contact the Member, including, when feasible, by phone call or text message, email, and/or in-person visit to the service address. AWS reserves the right to pause Service when a leak on the Member's side of the meter is apparent, efforts to contact the Member have been unsuccessful, or if the Member has been notified and the leak has not been adequately addressed promptly, as determined by AWS in its sole discretion. AWS shall not be responsible for any loss or damage resulting from the decision to pause Service because of an apparent leak. Nothing herein shall create any affirmative obligation on the part of AWS 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 any leak or issues.

#### **Section 8 - MEMBER RESPONSIBILITY AND REQUIREMENTS:**

1. Piping on the Member's property shall be so arranged that the connections are conveniently located with respect to AWS lines or mains, or AWS may require the Member to relocate the piping. If the Member's piping on their property is so arranged that AWS is called upon to provide additional meters, each meter will be considered as a separate and individual account. Examples of this include separate living structures on the same property, lot splits, or a separate structure on the same property acting as a business.
  - a. The Member may indicate their preferred location, on the right-of-way or easement, for a meter by placing an AWS Flag (as provided by AWS) in their desired location. Assuming the desired location is in a location that is always unobstructed and accessible to AWS employees, AWS will install the meter at the desired location. Should the location not meet the requirements of AWS, AWS, in its sole discretion, reserves the right to place the meter in a place of its choosing.
2. The Member is required to maintain any private cut-off valve or other equipment, such as a backflow prevention device, pressure reducer, etc., on their side of the meter box.
  - a. In the event AWS deems a backflow protection device necessary, the Member is responsible for the installation of the device and for the cost of the testing as outlined in the CCCP. Failure to do so is grounds for refusal of Service. (See separate AWS policy on Backflow devices)
3. 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 DEP.
4. The Member will be liable for payment of all metered water delivered to their property.
5. The Member shall guarantee proper protection for AWS property placed on the Member's property.

This includes, but is not limited to, a five (5) foot buffer radius around the meter box in which shrubs, plants, trees, or other structures are prohibited. AWS reserves the right to remove any obstruction within a five (5) foot radius of the meter box or other equipment to service the equipment if the Member is unable or unwilling to remove the obstruction. Absent an emergency, AWS shall provide up to ten (10) days' notice prior to removing any obstruction.

6. The Member shall allow access to any AWS employee, at all reasonable hours, absent an emergency, to the property of the Member install or remove AWS property, inspecting piping, reading or testing meters, or for any other purpose in connection with AWS service and facilities. Should a Member refuse access to the property by an AWS employee, then AWS may, in its sole discretion, refuse to provide Service or terminate Service and Membership hereunder.
7. In the event any loss or damage occurs to the property of AWS 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 AWS and any liability otherwise resulting shall be assumed by the Member. The amount of such loss or damage, or the cost of repairs, shall be added to the Members' bill. If said bill is not paid, Service may be discontinued or terminated by AWS.
8. Each Member shall grant or convey, or shall cause to be granted or conveyed, to AWS, 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 AWS water facilities and lines, to be able to furnish Service to Member or other contiguous Members. Should a Member refuse to provide the easement or right-of-way described herein, AWS may refuse to provide Service.
9. No Member shall be allowed to connect to a fire hydrant for potable water unless there has been an emergency declared, the Member has rented a fire hydrant meter (see separate policy on Fire Hydrant Meters), or such action has been authorized by AWS. AWS has the authority to disconnect any improper connection.
10. Any Member that connects their water line to an adjacent property, or another structure, to serve as a water supply for a residence or business, either occupied or under construction, shall be deemed to have done so to avoid payment of the base rate for a meter to AWS, unless such deviation is authorized by the General Manager or Board and is fully documented. When an improper connection has been found to have been made, the following shall occur:
  - a. The Member shall be fined as stated in the Annual Rate Schedule.
  - b. The Member shall terminate the connection to the adjacent property and have the work inspected by AWS. The fee for this inspection shall be as stated in the current Annual Rate Schedule.
  - c. No additional water taps or Service will be provided to the Member until the fines and service charges have been paid and the improper connection terminated and approved by AWS.
11. If a Member diverts a meter for service, also known as an 'illegal connection', service will be terminated, a fine as stated in the Annual Rate Schedule shall be issued to the Member, and service will not be restored until all associated fees/fines are paid.

12. If the seal of a meter is broken by anyone other than an AWS representative, or if the meter fails to register correctly, or is stopped for any reason, the Member shall pay an amount estimated from the record of the twelve (12) previous bills. If a lock is removed by anyone other than an AWS representative, there shall be a charge, as stated in the Annual Rate Schedule, added to that Member's account.
13. No Member shall be responsible for the balance owed for water service at a property by a previous Member.

#### **Section 9 - EXTENSIONS TO MAINS AND SERVICES:**

1. AWS may construct extensions to its water lines to points within its service area at the request of a Member. Any request shall be analyzed on a case-by-case basis, and AWS reserves the right to deny such a request at its sole discretion.
  - a. AWS shall not undertake any Member requested extension work unless the Member advances to AWS the entire cost of the extension work.
  - b. All line extension work shall be evidenced by a contract signed by AWS and the Member.
  - c. Each contract shall be null and void unless reviewed and approved by the AWS attorney and approved by the Board of Directors.
  - d. Any contract for extension work is NON-REFUNDABLE and final.
2. A Member may request installation of a fire hydrant (not within 1000 feet of an existing hydrant) on a line sufficient in size to accommodate the same. Any request shall be analyzed on a case-by-case basis and AWS reserves the right to deny such a request for any reason. If the request is granted, the Member shall pay AWS in advance for the materials needed for the installation, and AWS shall provide the labor, with no charge to the Member, to install the fire hydrant at a time convenient to AWS.

#### **Section 10 - TERMINATION OF SERVICE BY MEMBER:**

1. In order to terminate Service, the Member must provide notice of termination to AWS, either delivered in person at the AWS office, via electronic means, or orally via telephone (with satisfactory proof of identity).
2. The terminating Member is responsible for notifying AWS of a termination date. The terminating Member shall be responsible for all water consumed up to and including the time specified for termination. If no time is specified for termination, the account will remain active, and monthly minimum use charges will apply.

#### **Section 11 - METER READING - BILLING COLLECTIONS**

Meters will be read and bills rendered as follows:

1. AWS reserves the right to vary the dates or length of period covered for billing purposes, temporarily or permanently, if necessary or desirable, in AWS's sole discretion.
2. Bills for water will be figured in accordance with the AWS published Annual Rate Schedule in effect and will be based on the amount of water consumed for the period covered by the meter readings.



3. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different property, or the same or different Members, or for the same or different Services.
4. Bills are due when rendered. Bills become delinquent after the 15th day of the month, and a penalty of 10% will be added. Delinquent accounts are subject to disconnection any time after the 15th day of the month. A minimum of one (1) disconnect notice is sent to Members via e-mail, text message, or voice message.
5. Failure to receive bills or notices shall not prevent such bill from becoming delinquent nor relieve the Member from payment.

## **Section 12 - SUSPENSION OR TERMINATION OF SERVICE:**

1. AWS reserves the right to discontinue Service without notice, including but not limited to, the following reasons:
  - a. To prevent fraud or abuse.
  - b. Members willful disregard and violation of any of the Rules and Regulations hereunder.
  - c. Emergency repairs.
  - d. Insufficiency of supply due to circumstances beyond AWS control.
  - e. Legal processes.
  - f. Direction of public authorities.
  - g. Strike, riot, fire, flood, accident, or any other unavoidable cause.
  - h. Theft of utility by reversal of meter or making an unmetered connection to the AWS distribution lines, or by installing a non-AWS or stolen AWS meter when AWS has had the original meter removed for cause.
  - i. Failure of a Member to pay their bill and other charges when due.
  - j. Whenever a cross connection or illegal connection is found.
  - k. Tampering with any AWS equipment and/or service pipe or permitting tampering by others.
  - l. Use of water by a Member at any location other than that described in the Application for Service.
  - m. Refusal of access to property to authorized representatives of AWS.
  - n. Failure of a Member to comply with any water use restrictions imposed.
  - o. Pursuant to any other regulations of the Federal Government, FDEP, NWFLWMD, the State of Florida, or Okaloosa County.
  - p. Failure to repair a leak.
  - q. Refusal of a Member to install a backflow protection device if deemed necessary by AWS.
  - r. Refusal of a Member to provide an easement or allow access to AWS property to maintain or repair/replace the same when necessary.
2. AWS may, in addition to prosecution by law, refuse Service to any Member who tampers with a meter, taps into the distribution line, or secures water through any illegal method. In the event of any loss or damage to AWS property resulting from the negligence or wrongful act of the Member, his or her agents or employees, including any attempt to resupply water after the meter has been locked, AWS will remove the meter and assess a fine as described in the Annual Rate Schedule. The meter will be reinstalled only after the Member has paid the current established reconnection

fee as stated in the Annual Rate Schedule, any outstanding balance on account, and all applicable fine(s).

3. AWS expressly reserves the right, as long as any account of a Member or an affiliate of a Member is delinquent, to refuse Services or issue new taps in that Member's name without full payment of any delinquent account.
4. Any connection, tap, or meter that is not specifically associated with any existing Member in either a Residential Service or Commercial Service account is hereby declared to be an Dormant Residential Service or Dormant Commercial Service account. Dormant accounts require the expenditure of AWS resources and therefore place an undue burden on the Members of AWS. AWS shall regularly audit its accounts to identify Dormant accounts. Once identified, AWS will make reasonable efforts to locate the last known Member associated with the Dormant account and/or the owner of the real property Served by the 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 six (6) 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 new Service request.

### **Section 13 – ADJUSTMENTS REGARDING WATER BILLS**

It is the policy of AWS to make adjustments to customer bills where said adjustment is necessary to correct billing errors, to correct errors due to AWS equipment failure, or to apply the rates and rules of AWS fairly. The purpose of this policy is to clearly state the situations under which AWS staff are able to adjust billing before a matter is brought before the Board.

1. Authorized Adjustments by staff:
  - a. Billing Errors: Where an error has occurred that results in an inaccurate bill being sent to a Member, staff shall correct the error as soon as discovered, whether by the Member or by staff. These adjustments include errors in data recording and entry.
  - b. Late Fees: Late fees may be adjusted or waived at the discretion of staff based on a Member's circumstances and payment history. Such adjustments and/or waivers are not guaranteed and will be considered on a case-by-case basis.
  - c. Leak or break in Member-owned plumbing or equipment malfunction: Charges for water use may be adjusted if a leak or break in Member-owned plumbing or equipment malfunction occurs during a billing period. The Member shall complete the appropriate form provided by staff and provide proof of the repairs made. Adjustments are limited to the highest monthly bill in the twelve months before application for the adjustment.
2. Adjustments NOT allowed by staff:
  - a. Leak or break in Member-owned plumbing or equipment malfunction: Charges for water use where the Member experiences extraordinary water consumption during a billing period due to a break in Member-owned plumbing or equipment malfunction and the Member does not take action to repair the leak, break, or equipment malfunction.
3. If a Member believes there is an error in the Member's bill and requests an adjustment to the bill that staff cannot address or the Member is not satisfied with staff's authorized action, the Member shall make its request to AWS in writing ("Error Claim") before the bill becomes delinquent. The Error

Claim shall state the name of the Member, service address, contact information, and the believed error and reason(s) for the requested adjustment.

4. When a timely Error Claim is made, the amount under consideration for the Error Claim shall not be payable until a determination on the Error Claim is made. All other amounts not in dispute shall be due in accordance with these Rules.
5. AWS staff shall place the Error Claim on the agenda for the next Board of Directors meeting.
6. The Member shall have the opportunity to present their Error Claim, and bring forth the reasons and evidence supporting the Error Claim, to the Board of Directors at the duly noticed Board of Directors meeting.
7. After hearing the testimony of the Member, reviewing the information provided, and discussing the matter, the Board of Directors shall determine the amount, if any, of the adjustment to be made in the Board's sole discretion. Nothing herein shall be interpreted to obligate the Board or AWS to grant an adjustment.
8. In lieu of making an immediate determination, the Board may, in its discretion, direct AWS employees to remove the meter (and replace it with a temporary meter) and send the meter in question for testing to determine if the meter is accurate.
  - a. If the meter was overread or inaccurate through no fault of the Member, an adjustment will be made to the Member's account. If the meter was overread or inaccurate through the Member's fault, the Member will be liable for any money owed.
  - b. If the meter was accurate, then the Member will be liable for the amounts owed as billed and will be charged an additional meter testing fee as indicated on the Annual Rate Schedule.
9. If an adjustment is made, a credit for the amount of the adjustment shall be made to the Member's account. No cash refunds shall be made for adjustments unless the account has been or is subsequently closed and a credit balance remains.

#### **Section 14. GUIDELINES FOR GUESTS OR MEMBERS SPEAKING BEFORE THE BOARD OF DIRECTORS**

The purpose of these guidelines is to ensure that all guests or Members have a fair and equal opportunity to participate in discussions while maintaining an orderly and efficient decision-making process.

1. Time Limits for Individual Speakers
  - a. Each guest or Member shall be limited to a maximum speaking time of five (5) minutes per topic or issue under consideration, unless the President grants an extension.
  - b. The President shall have the discretion to grant a one-time extension of up to five (5) additional minutes to a guest or Member upon request, if the President determines that additional time is necessary for the guest or Member to fully express their position.
  - c. The Board may, by a majority vote, override the President's decision regarding speaking time limits or the order of speakers if it determines that such action is necessary to ensure fair and equitable participation.
  - d. The President shall monitor and enforce the time speaking limit.
  - e. The guest or Member shall be notified when they have one (1) minute remaining in their allotted time and again when their time has expired.
  - f. The time limits set forth in this Section 14(1) shall not apply to presentations or reports delivered by Directors, officers, or employees of AWS, or other individuals invited to address the Board.
2. Enforcement and Violations

- a. The President shall be responsible for enforcing these rules and maintaining order during Board meetings.
  - b. If a guest or Member violates these rules, the President may, at their discretion:
    - i. Issue a verbal warning to the guest or Member;
    - ii. Request that the guest or Member conclude their remarks and yield the floor;
    - iii. Mute the guest or Member's microphone in the case of virtual meetings; or
    - iv. In extreme cases, direct the guest or Member to refrain from further participation in the meeting.
  - c. The Board Secretary shall be responsible for assisting the Chair in the implementation and enforcement of these Rules during Board meetings.
3. Exceptional Circumstances
- a. The Board may, by a majority vote, temporarily suspend or modify these Rules in exceptional circumstances, including but not limited to:
    - i. Emergency situations requiring immediate and extensive Board deliberation;
    - ii. Complex transactions or decisions requiring in-depth discussion beyond the standard time limits;
    - iii. Special meetings called for a specific purpose that may require modified speaking arrangements; or
    - iv. Any other circumstance where the Board determines that strict adherence to these Rules would significantly impede the Board's ability to fulfill its fiduciary duties.
  - b. Any suspension or modification of these Rules shall be limited in duration and scope to address the specific exceptional circumstance and shall not extend beyond the meeting in which it is implemented without a separate vote of the Board.

### **Section 15 – PRESSURE REDUCING VALVES**

It is the policy of AWS to provide safe and adequate drinking water to Members at pressures within guidelines as established by the FDEP and other appropriate regulatory agencies.

- 1. Members who determine that system pressures are greater than desired may install a pressure-reducing valve downstream from the meter servicing the impacted Member.
- 2. 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 the Member's expense. Liability for maintaining the pressure-reducing valve and associated connections shall rest solely with the Member.
- 3. All pressure-reducing valves installed by AWS on or before February 15, 2016, are now deemed property of the Member, and liability for the valve is the responsibility of the Member as if the Member had installed the valve.

### **Section 16 - AWS PROPERTY AND MEMBER RESPONSIBILITY**

It is the policy of AWS that all AWS 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 AWS 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, or Service will be terminated.

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 AWS 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.

**Section 17 - AMENDMENT OR MODIFICATION OF RULES:**

1. No promise, agreement, or representation of any employee of AWS shall be binding upon AWS except as it shall have been agreed upon in writing, signed, and accepted by the General Manager or Board of Directors.
2. No modification of rates or any of the Rules and Regulations shall be made by any agent of AWS. Rate changes are adjusted annually by Board resolution in accordance with the Florida Public Service Commission Utility Price Index for Water and Wastewater Utilities.
3. The Rules and Regulations of AWS are subject to change as deemed necessary by Board action. The Board of Directors shall vote on any modifications, changes, or amendments to these Rules and Regulations at a duly noticed meeting.
  - a. Any and all changes shall be posted to the AWS website for all Members to access.