



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA
CITY OF LAKE WORTH
CITY COMMISSION SPECIAL MEETING
TUESDAY, DECEMBER 09, 2014 - 6:00 PM

1. ROLL CALL:

2. PLEDGE OF ALLEGIANCE: Led by Commissioner Christopher McVoy

3. UPDATES/FUTURE ACTION/DIRECTION:

A. Building Performance & Sustainability - Performance Contracting Project Update

B. Water Utility Department Annual Report for Fiscal Year 2014

C. Water Utility Department Update of Ordinance and Policies and Procedures Manual

4. UNFINISHED BUSINESS:

A. Purchase Agreement with E-Z-Go Division of Textron, Inc. for 70 golf carts for the Lake Worth Golf Course

B. Resolution No. 70-2014 - Master Lease Agreement with TCF Equipment Finance for the financing and leasing of 70 golf carts

5. ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

NOTE: ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.



SIEMENS



City Hall

Building Performance & Sustainability

December 9 2014

City of Lake Worth

Performance Contracting Project Update

Performance Contracting

Governed by FL Statute

- Written guarantee that Savings/revenues will meet or exceed Project cost
- If savings not realized, Siemens will cover the guaranteed shortfall
- Periodic evaluation and report
 - Ensure proper operations of project equipment
 - Report discrepancies, inefficiencies and options for increased efficiencies
 - International Performance Measurement and Verification Protocol (IPMVP)
- Turn-key solution; no change orders

Agenda



- **Facilities Update**
- **Street Lighting Update**
- **PV Update**
- **Advanced Metering Infrastructure (AMI)**
- **Compressed Natural Gas (CNG)**
- **Questions**

Facility Improvement Measures (FIM)

- Lighting Retrofit – Interior and Exterior
- Lighting Controls
- LED pool lights
- Water Conservation
- DX Unit Replacements
- Chiller replacement
- Irrigation Well
- Pool chlorination system
- Building insulation & weatherization
- Assessed but dismissed
 - Sports Lighting
 - Pool pumping controls
 - Geothermal heating/cooling
 - Heat exchange replacement

Agenda



- **Facilities Update**
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- **PV Update**
- **Advanced Metering Infrastructure (AMI)**
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- **Questions**

LED Street Lights

- Improved visibility & safety
- Reduced energy consumption (60 - 65%)
- Uniformity of lighting levels
- Standardization of inventory
- Ease of maintenance & operations
- Replace old & worn light covers
- 100,000 hour life (over 20 years)
- Dark Skies compliant
- Light temperature
 - color rendering considerations



Agenda



- Facilities Update
- Street Lighting Update
- **PV Update**
- Advanced Metering Infrastructure (AMI)
- Compressed Natural Gas (CNG)
- Questions

Renewable Energy (Solar)

- 2 MW Solar Electric System
- Leader in Renewable Energy
- Located at City's Landfill
- Great use of existing land
- City-owned alternative energy
- Scalable to over 10MW
- Reduce Peak Demand (save \$\$)

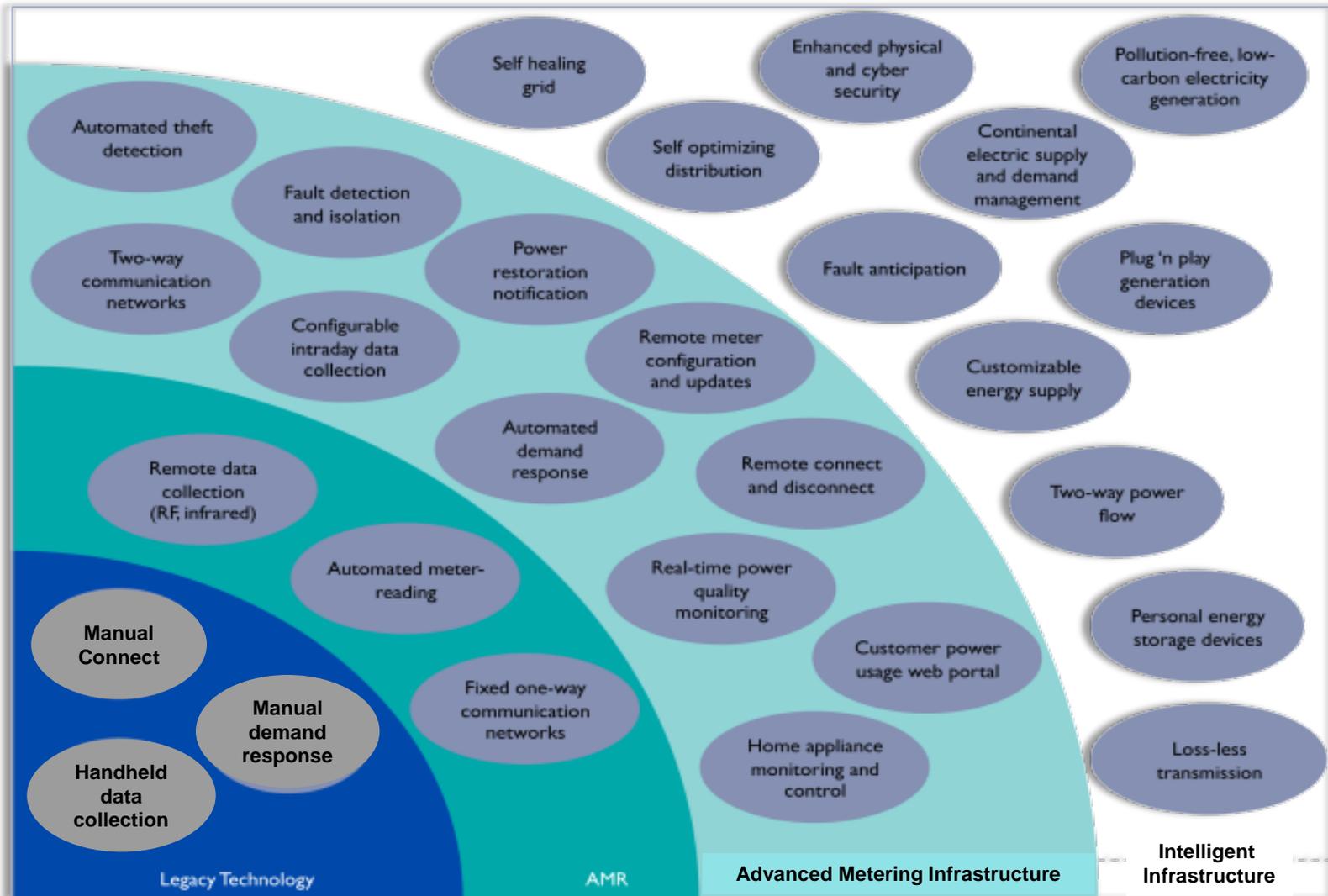


Agenda



- Facilities Update
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- PV Update
- **Advanced Metering Infrastructure (AMI)**
- Compressed Natural Gas (CNG)
- Questions

Evolution of Metering



Technology Maturity

AMI Enhancements

▪ **Improve Operational Efficiencies**

- Automated meter reading
- Energy & Water loss detection (leaks, continuous flow & reverse flow)
- Remote Disconnect / Reconnect (reduced truck rolls, fuel, labor, emissions, etc.)
- Remote Network Diagnostics and Monitoring
- Recover unaccounted for consumption & associated revenues
- Reduce restoration times and Ability to trouble-shoot from the office

▪ **Customer engagement**

- Enhanced billing accuracy & Superior Customer Relationships
- Efficient resolution of bill inquires (high bill complaints, etc.)
- Access to timely and reliable usage information to consumers
- Customer Information Portal: Education through information
- Timely identification of customer premise leaks

AMI Driving Changes

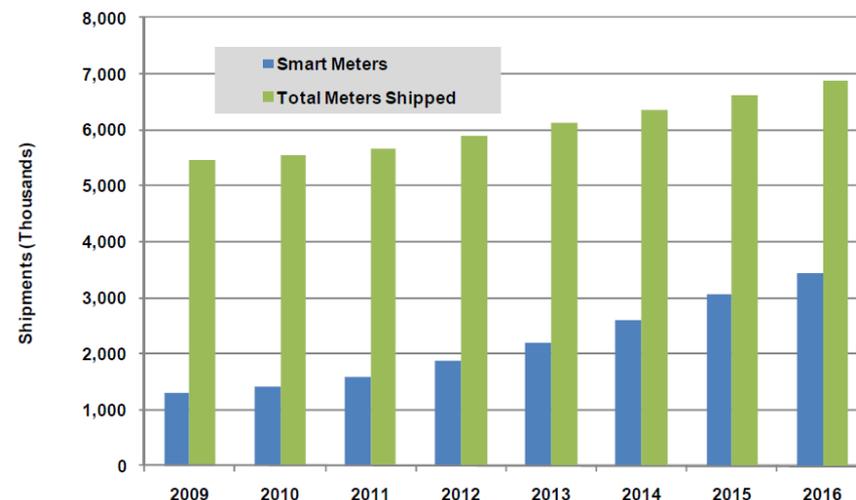
AMI based systems that deliver hourly consumption data via a fixed-network communications system

- 2009: 8% of the 39 million water meters read remotely in the US and Canada
- FPL, TECO, Duke Energy, etc. have implemented AMI systems
- 2016: estimated to grow to 26%.

Growth driver: Conservation

36 U.S. states will face water shortages according to government projections

Smart Meter Module and Traditional Meter Shipments, North America: 2009-2016



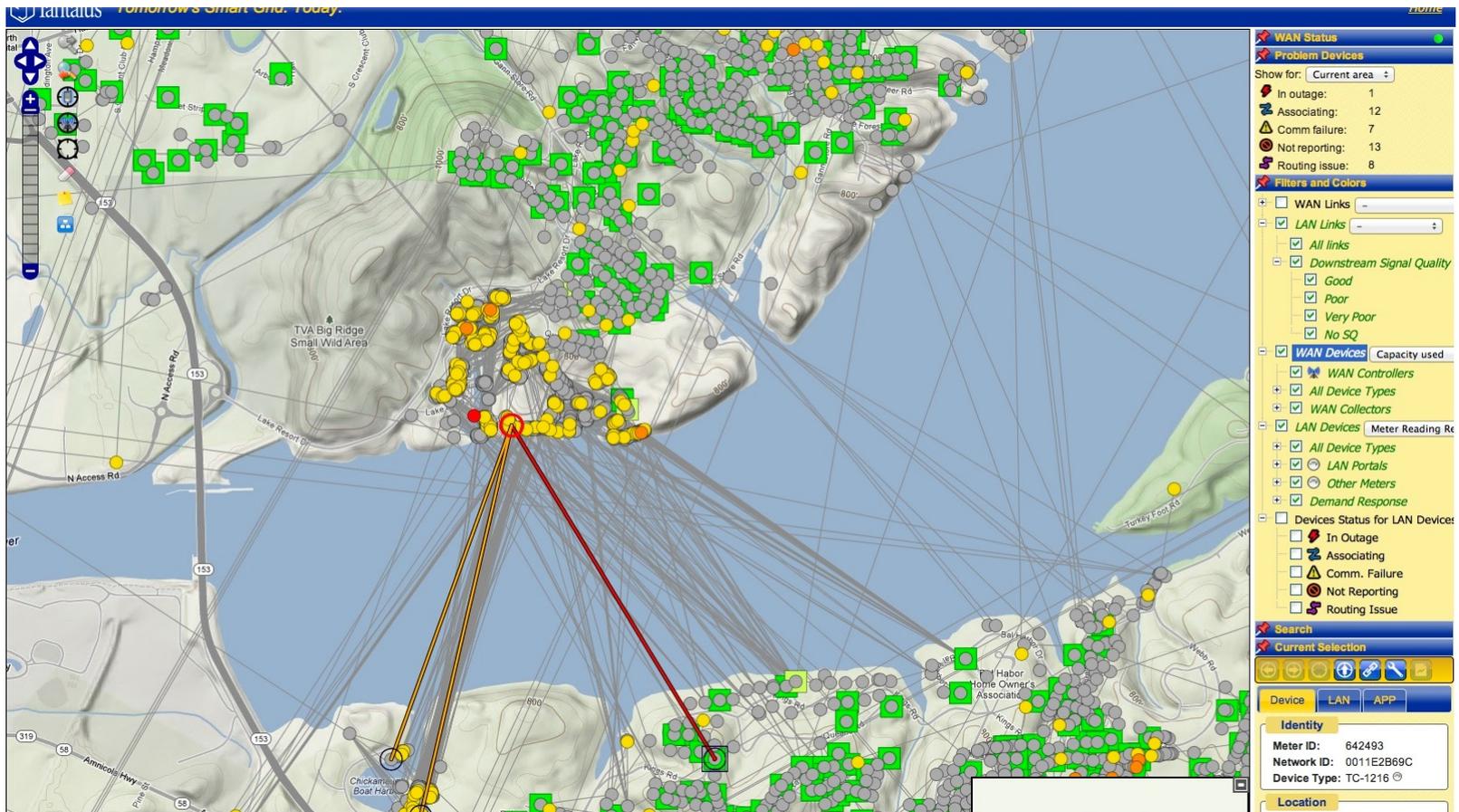
(Source: Pike Research)

AMI provides a utility with a wealth of new information and new engagement capability

- Source: Pike Research Report on Smart Water Meters Published 3Q 2010

Advanced Metering Infrastructure (AMI)

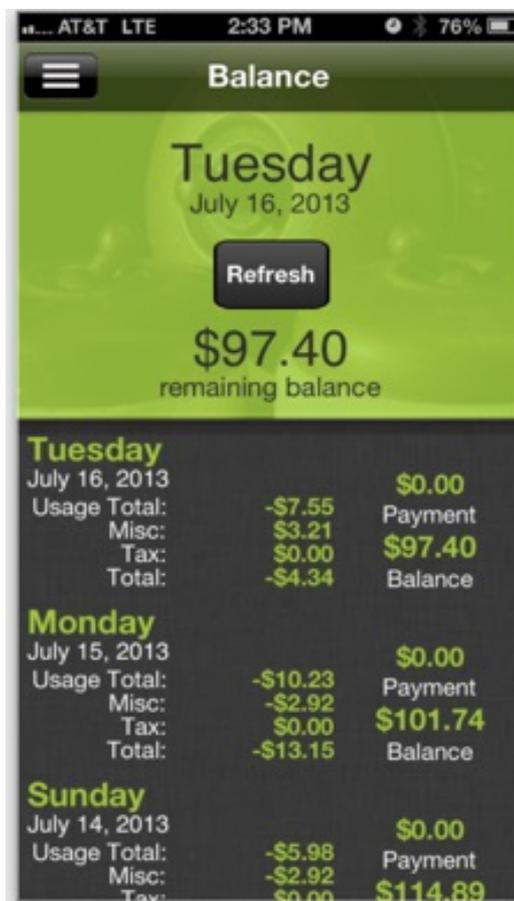
- GIS based Network Administration/Field Services tool
- Uses real-time data to quickly diagnose and mitigate system issues



Customer Education

- Available Alert
 - Daily balance
 - Low balance
 - Pending disconnect
 - Disconnect confirmation
 - Reconnect confirmation
 - Recharge

- Available delivery methods
 - Home, work or cell phone number
 - Email
 - Text message



Agenda



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- **Compressed Natural Gas (CNG)**
- Questions

Compressed Natural Gas (CNG) Station

- **Fleet conversion to CNG gaining momentum since 2008**

- Approx. 12 million vehicle worldwide
- 30.6% growth / 3.7% in the U.S.
- Approx. 500 stations in the U.S.

- **Potential Location**

- Long-term City revenues \$\$\$
- Interested local partners
- Easy access to existing fuel source
- Reduce fleet fuel costs

- **Fueling Options**

- Slow-fill (over night fueling)
- Fast-fill: commercial vehicles
- Florida rebates for CNG trucks







WATER UTILITY DEPARTMENT ANNUAL REPORT – FY14

Background

- COMBINED UTILITY CELEBRATED 100 YEAR ANNIVERSARY IN 2013
 - FISCAL YEAR 2014 IS THE FIRST YEAR FOR SEPARATE WATER UTILITY DEPARTMENT
 - INCLUDES ADMINISTRATION, WATER PLANT, WATER DISTRIBUTION, SEWER COLLECTION AND WASTEWATER PUMPING FUNCTIONS
 - TOTAL STAFFING = 30 WATER, 17 SEWER
- 

Water System



WATER UTILITY DEPARTMENT ANNUAL REPORT – FY14

Water System Operation

- INDEPENDENT SUSTAINABLE WATER SUPPLY
 - TWO REGIONAL WATER RESOURCES
 - REVERSE OSMOSIS PLANT
- STABILIZED SALT WATER INTRUSION
 - REDUCED SURFICIAL WATER USE
 - CONSTRUCTED WELL 16 WEST OF I-95
 - REHABILITATION OF WELL 9
 - ABANDONED TWO OLDER WELLS
- PRODUCED 1.7 BILLION GALLONS (2575 OLYMPIC POOLS)
- AVERAGE WATER FLOW = 4.7 MGD
- SERVED 12,700 CUSTOMERS WITH 21,700 EQUIVALENT RESIDENTIAL UNITS (ERU)

WATER UTILITY DEPARTMENT ANNUAL REPORT – FY14

Water System Operation

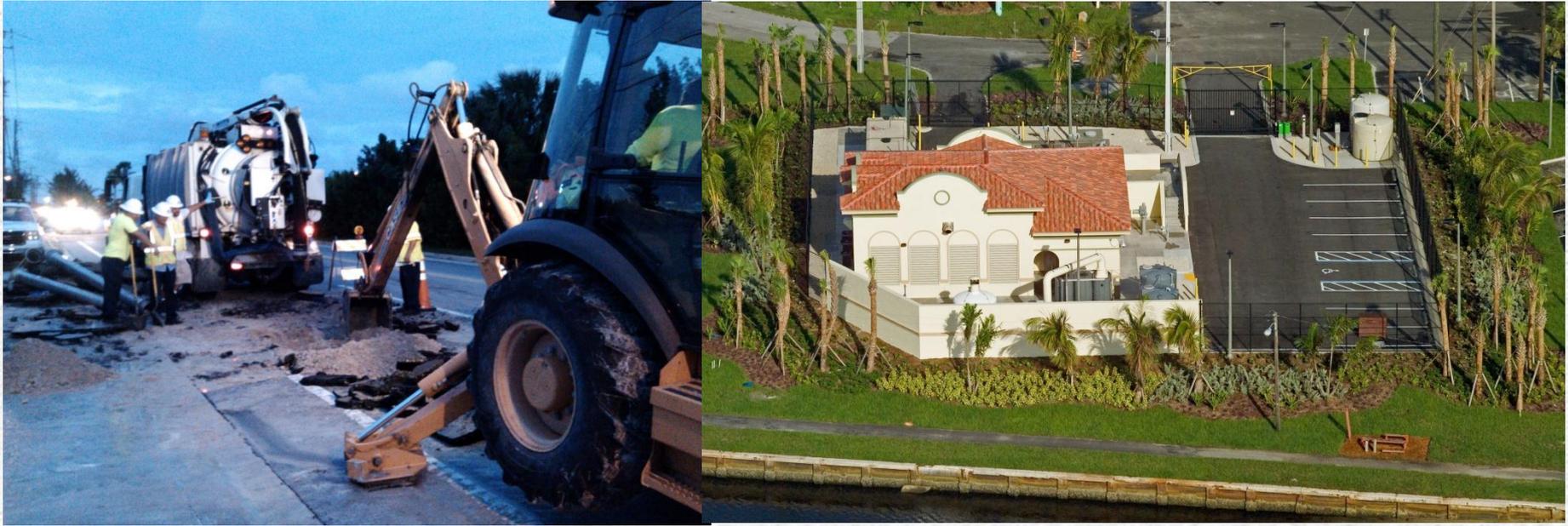
- WATER PLANT CAPACITY
 - SFWMD 20 YEAR PERMIT
 - Surficial = 5.25 MGD, Floridan = 6.0 MGD
 - LIME PLANT CAPACITY = 12 MGD
 - FLORIDAN/RO PLANT CAPACITY = 4.5 MGD
 - RESERVED CAPACITY FOR EXISTING CUSTOMERS = 7.5 MGD
- WATER CONSERVATION
 - LEADER IN WATER CONSERVATION
 - AVERAGE PER CAPITA USE = 95 GPD
 - STRONG REVERSE BLOCK RATES
- SYSTEM CHALLENGES
 - HIGH FLUSHING FOR WATER QUALITY
 - CORRODED WATER PIPING
 - NOT ENOUGH HYDRANTS

WATER UTILITY DEPARTMENT ANNUAL REPORT – FY14

Water System Performance Measures

- WATER SYSTEM REVENUES - \$1.12 per hundred gallons
- CUSTOMERS PER EMPLOYEE – 439 customers per employee
(Benchmark = 504)
- WATER DELIVERED PER EMPLOYEE = 0.17 MGD
(Benchmark = 0.25 MGD)
- CUSTOMERS AFFECTED BY BOIL WATER NOTICES – 99 per 1000
- WATER MAIN BREAKS – 46 per 100 miles
- UNACCOUNTED WATER – 10%

Wastewater System



WATER UTILITY DEPARTMENT ANNUAL REPORT – FY14

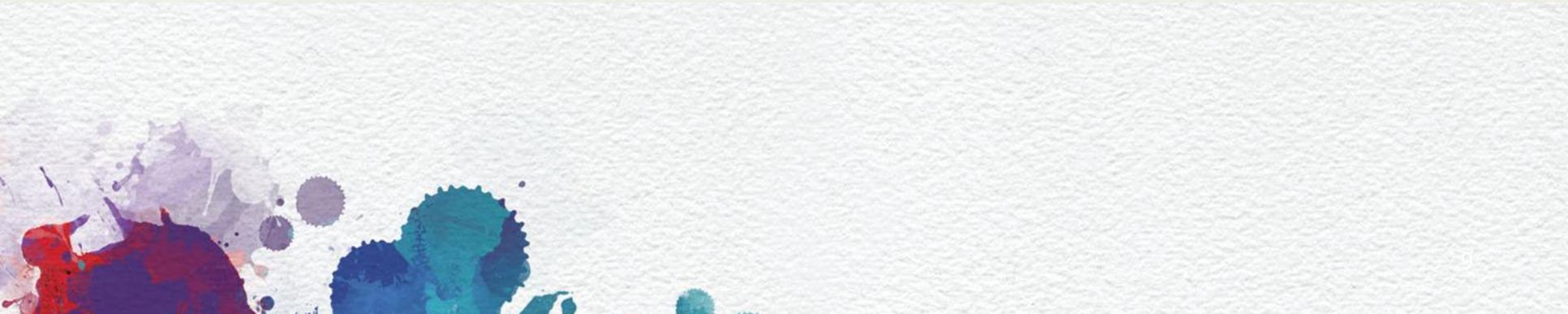
Sewer System Operation

- KEY FACILITIES FOR CLEAN ENVIRONMENT AND CLEAN WATER
- CITY PROVIDES SEWER COLLECTION AND WASTEWATER PUMPING
 - 100 MILES OF PIPING
 - 16 PUMP STATIONS
 - MASTER PUMP STATION HAS 4 – 400 HP PUMPS = 20 MGD
- CITY PROVIDES SEWER PUMPING FOR SIX NEIGHBOR MUNICIPALITIES
- TREATMENT AND RECYCLING BY EAST CENTRAL REGION PLANT IN WPB
 - OWNED BY 5 MUNICIPALITIES
 - REUSES TREATED WATER
 - RECYCLES SOLIDS INTO FERTILIZER
- PUMPED 1.7 BILLION GALLONS, AVERAGING 4.7 MGD
- SYSTEM CHALLENGES
 - HIGH FLOWS DUE TO INFILTRATION AND INFLOW
 - SEWER BACKUPS DUE TO HEAVY GREASE

WATER UTILITY DEPARTMENT ANNUAL REPORT – FY14

Sewer System Performance Measures

- CUSTOMERS PER EMPLOYEE – 969 customers per employee
(Treatment plant personnel not included)
- WASTEWATER COLLECTED PER EMPLOYEE = 0.39 MGD
- SEWER BACKUPS – 28 per 1000 CUSTOMERS
- RATIO OF WASTEWATER VS WATER FLOW = 1.0 (Typical = 0.7)



WATER UTILITY DEPARTMENT ANNUAL REPORT – FY14

Completed Construction Projects

1. WELL #16 AND RAW WATER MAIN – New surficial well and 16” piping increases water supply with reduced salt water intrusion
2. WELL 9 REHABILITATION – Re-drilled well to restore flow
3. 14th, 15th AND CRESTWOOD – Replaced water main and rebuilt road for neighborhood
4. Manhole lining and rehabilitation – 50 manholes
5. Hydrant Installation – 19 new hydrants – in-house work
6. Sewer replacement – F Street S - in-house work
7. Sewer and water main replacement – 10th Ave N between A & B St

WATER UTILITY DEPARTMENT ANNUAL REPORT – FY14

Completed Construction Projects

- WELL #16 AND RAW WATER MAIN – New surficial well and 16” piping provides increase water supply with reduced salt water intrusion



WATER UTILITY DEPARTMENT ANNUAL REPORT – FY14

Completed Construction Projects

- 14th, 15th AND CRESTWOOD – Replaced water main and rebuilt road for neighborhood



WATER UTILITY DEPARTMENT ANNUAL REPORT – FY14

Questions?





CITY OF

LAKE WORTH

301 COLLEGE STREET
LAKE WORTH, FLORIDA 33461-4298

WATER UTILITIES
DEPARTMENT

(561) 586-1719
FAX (561) 533-7389

Dear Owner/Manager:

Due to the Florida Dept of Environmental Protection rule 62-555.360, the City will begin enforcing ordinance 88-39, article 18.2, testing of backflow devices starting January 1st 2015. This will include sending letters requiring testing of backflow prevention devices, requiring repairs of backflows that fail the testing, and shutoff of water service if the devices are not tested or repaired. We will work with customers to assist them during this process. Please refer to the ordinance section restated below.

Sec. 18-2. - Testing.

(a)

All required backflow prevention devices shall be tested upon installation and thereafter at least once per year by a person certified to do so.

(b)

If a user of the city's water system fails to have a required backflow prevention device tested within thirty (30) days of receipt of notice from the city, the city may test the device and charge the user a reasonable fee therefore. In the alternative, the city may issue a second notice to have the device tested. The failure to do so within thirty (30) days of receipt of same will be grounds for termination of service.

(c)

If a backflow prevention device fails a test required by this section, the user of the city's water system who is responsible for the proper operation of the device shall, within fourteen (14) days of receipt of notice of such failure, have it repaired and submit certification of proper operation to the city. The failure to do so will be grounds for termination of water service.

(Ord. No. 88-39, § 1, 11-21-88)

Please contact our office at 561-586-1719, if you have any questions regarding the testing requirements.

Very truly yours,

Judith Love
Water Systems Supervisor

2015-___

ORDINANCE NO. _____ OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 18, "WATER AND SEWERS", BY RENAMING THE CHAPTER TO "WATER UTILITIES" AND FURTHER AMENDING THE CHAPTER TO PROVIDE FOR THE ADMINISTRATION OF WATER UTILITIES; PROVIDING FOR SEVERABILITY, FOR THE REPEAL OF LAWS IN CONFLICT, FOR CODIFICATION; AND FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City currently provides for rates, services charges, fees and other costs associated with water utilities through the adoption of resolutions and ordinances; and

WHEREAS, the City Commission wishes to consolidate legal requirements regarding the water and sewer systems in one ordinance governing the operation and administration of the water and sewer systems; and

WHEREAS, the City Commission wishes to develop a Policy and Procedures Manual to supplement and be a legally binding part of this ordinance; and

WHEREAS, the City Commission has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, that:

Section 1. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. Chapter 18, "Water and Sewers", is hereby amended by renaming the Chapter to "Water Utilities", and further amending the Chapter to read as follows:

ARTICLE I. IN GENERAL

Sec 18-101. Utility Systems Separated

- (a) The electric system, water system and sewer system owned by the city are hereby separated into the Electric Utilities Department, which includes all aspects of the electric system and the Water Utilities Department, which includes the water system, local sewer system and regional sewer system.
- (b) The stormwater system shall be a separate utility under the management of the Public Services Department.

- (c) Funding, data and records, financial and otherwise, shall be kept separately for the operation and management of the systems. The various departments will continue to cooperate and share services where that benefits the City.
- (d) The water utilities policy and procedures manual (PPM-W) of the City will set forth the policies and processes that are required by the Water Utilities Department. These policies and procedures shall have the full legal status, as if they are included within this ordinance.
- (e) Rates, Fees and Charges applicable to these utilities shall be adopted by resolution.

Sec 18-102. Definitions.

- (a) **Utilities:** Those services rendered by the city (i.e., electric, water, sewer, stormwater, garbage, etc.)
- (b) **Sewer System:** All piping and works operated by the city for the collection and conveying of sanitary sewage from the pipe connection at the property line fronting the individual properties to the point of final disposition thereof, and all equipment and facilities used in connection therewith, including all pipelines, manholes, trunk lines, pumping equipment, lift stations, purification and treatment facilities and works whatsoever, real or personal, now or hereafter owned or used by the city in the operation of the sewer system.
- (c) **Water System:** All wells, pumping stations, purification plants and other sources of supply of water and all pipes, mains and other parts of the facilities for the transmission and distribution of water, and all equipment and property used in connection therewith and all other facilities of any nature or description, real or personal, now or hereafter owned or used by the city in the supply and distribution of water by its municipally owned water system.

Sec 18-103. Service of Notice; Requirements.

- (a) Any notices, as prescribed herein, shall be deemed to have been properly served if left upon the premises of the owner or if mailed to the owner, directed to, or left at his address as shown on the city's utility account records.
- (b) All notices of a general character, affecting or likely to affect more than one hundred owners, if required by these rules to be given, shall be deemed to have been properly given or served if advertised at least once in one of the weekly newspapers.

Sec 18-104. Protection of City Property.

It shall be the consumer's responsibility to properly protect the city's property on the consumer's premises or easement. In the event of any loss or damage to property of the city caused by or arising out of carelessness, neglect or misuse by the consumer, the cost of replacing the property or repairing the damage shall be paid by the consumer. Such charges may be added to and collected with the water utility bills.

Sec 18-105. City not Liable for Failure of Service.

The city will at all times use reasonable diligence to provide continuous service and having used due diligence shall not be liable to the consumer for complete or partial failure or interruption of service, or for fluctuations in pressure, resulting from causes beyond its control, or through the ordinary negligence of its employees, servants, or agents, nor shall the city be liable for the direct or indirect consequences of interruptions or curtailments made in accordance with the provisions of any of its rate schedules. The city shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns or repairs or adjustments, interference by federal, state, or municipal governments, acts of God, for any damage resulting from the bursting of any main, service pipe, from the shutting off for repairs, extensions or connections, or for the accidental failure of supply from any cause whatsoever. In case of emergency the city shall have the right to restrict the use of utilities in any reasonable manner for the protection of the public, the city and its utilities.

Sec 18-106. Consumer to Indemnify City Against Certain Losses.

The consumer by applying for and receiving service from the city agrees to indemnify, hold harmless and defend the city from and against any and all liability or loss in any manner directly or indirectly growing out of the transmission and use of water, or wastewater service by the consumer at or on the consumer's side of the point of delivery or connection.

Sec 18-107. Consumers to Grant Easements, Etc.; Access to Premises by City Employees.

The consumer shall grant or cause to be granted to the city without cost all rights, easements, permits, and privileges which are necessary for the rendering of service. Employees of the city, agents and contractors of the city under the city's direction shall have safe access at all reasonable hours to the premises of the consumer for the purpose of reading meters, installing, inspecting, repairing or removing any of its properties, or for any purpose incidental to the rendering of the service. Access shall be granted at all times for emergency purposes. Safe access means physical access

free from interference of any kind including but not limited to pets or other animals, fences or landscaping.

Sec 18-108. Receiving Service Without Paying for Same.

It shall be unlawful for any person or consumer to receive or attempt to receive, except in the manner expressly authorized, utility service from the city without paying the required rates and charges.

Sec. 18-109. Water utilities policy and procedures manual.

The City Commission may establish standards, standard legal documents, policies and procedures for the water utilities department by resolution adopting a policy and procedures manual, which may include, but shall not be limited to, customer service and billing procedures, extension and connection policies, standard development agreements, minimum design and construction standards, cross-connection control/backflow prevention, pretreatment requirements and emergency water use restrictions, which are consistent with or supplementary to applicable codes and ordinances. After adoption by the City Commission, the manual may be amended from time to time based upon recommendations from the Water Utility Director and approval by the City Manager. Changes to rates and fees shall be approved by resolution of the City Commission.

Sec. 18-110. Application for service.

Application for utility service(s) shall be made on forms furnished by the City and shall constitute an agreement by the customer with the City to abide by City ordinances and resolutions as they relate to the water utility. The water utilities department policy and procedures manual (PPM-W) of the City will set forth the process to apply for services.

Sec. 18-111. Rates, Fees and Charges. The City Commission shall set forth the rates, fees and charges for water utilities by resolution. The requirement for such rate, fee or charge shall be set forth in the ordinance or PPM-W.

Sec. 18.112. Refusal or discontinuance of service by City. As applicable, the City may refuse or discontinue service in accordance with the PPM-W.

Sec. 18.113. Deposits. The amount of deposit required for residential or non-residential service, as well as the waiving of the deposit, adjustment of the deposit and refund of the deposit shall be set forth in the PPM-W.

Sec. 18.114. Water Meters. The requirements of how and when meter testing may be required or permitted and any applicable charges, as well as the penalty for tampering with a meter, shall be set forth in the PPM-W.

Sec 18.115. Meter Tampering

Title to meters and metering equipment shall be and remain with the city. Unauthorized connections to, or tampering with the city's meter or meters, or meter seals, or indications or evidence thereof, subjects the customer to immediate discontinuance of service, prosecution under the laws of Florida, adjustment of prior bills for services rendered, reimbursement to the city for all extra expenses incurred on the account, a field investigation charge, and civil liability under section 812.14(5), Florida Statutes, as amended from time to time.

Sec. 18.116. Connection required.

(a) Every person who owns or occupies real property within or outside the City and who is located within the City's water or sewer utility service area shall, within 180 days after being notified in writing by the City, connect to the City's water and sewer system when such system is available within 100 feet of the real property.

(b) Any owner or occupant refusing, failing or neglecting to make such connections in accordance with the provisions of this section shall be in violation of this section. Violations of this section shall be enforced in accordance with code enforcement procedures, by the issuance of a code enforcement citation or notice of violation to the owner of the real property. If a citation is issued, the fine shall be set by resolution or the special magistrate. Each day of violation shall be considered a separate offense. Further, any violation of the provisions of this section may be prosecuted by the city in county court as a misdemeanor of the second degree and punished by a fine of not more than \$500.00 and/or imprisonment in the county jail for not more than 60 days. The city shall also be entitled to take any other appropriate legal action, including, but not limited to, cease and desist orders, other administrative action and requests for temporary and permanent injunctions to enforce the provisions of this section. It is the purpose of this subsection to provide additional cumulative remedies to the city to enforce this section.

(d) Any owner or occupant refusing, failing or neglecting to make such connections in accordance with the provisions of this section shall, nevertheless, be charged with the applicable minimum water and sewer charges established and set forth by resolution.

Sec. 18.117. City Standard and City Approved Products. All construction requirements shall be set forth in the PPM-W.

Sec. 18.118. Adjustments to accounts.

(a) *Water and sewer rate adjustment.* Customers who experience an involuntary or extraordinary use of water due to a leak may apply for an adjustment in accordance with policies, rules and procedures established in the PPM-W.

. The Water Utility Director's decisions may be appealed to the City Manager, as set forth in the PPM-W.

Sec. 18.119. Lien of utility service charges.

(a) The city will have liens on all lands or premises served by its water system, sewer system and electric system for all service charges for such services and facilities until paid, which liens shall be prior to all other liens on such lands or premises except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. Such liens, when delinquent for more than thirty (30) days, may be foreclosed by the city in the manner provided by the Laws of Florida for the foreclosure of mortgages on real property.

(b) Notwithstanding the provisions of subsection (a) above, any unpaid service charges incurred by a former occupant will not be the basis for any lien against rental property except to the extent that the present tenant or owner has benefited directly from the service provided to the former occupant. This subsection applies only if the former occupant of the rental unit contracted for such services with the city or if the city provided services with knowledge of the former occupant's name and the period the occupant was provided the service.

(c) A lien established by this section shall be released by the Mayor upon the payment of the service charges and the recommendation of the applicable department director or his or her designee. The release of lien shall be in written form and executed by the Mayor and City Clerk.

Sec. 18.120 Water Shortage Emergency

The provisions of this article and the PPM-W shall apply to all persons using the water resource within the geographical areas subject to the "water shortage" or "water shortage emergency", as determined by the district, whether from public- or privately-owned water utility systems, private wells or private connections with surface water bodies. This article shall not apply to persons using only salt water.

Chapter 40E-21, Florida Administrative Code, as same may be amended from time to time, is incorporated herein by reference as a part of this Code.

The Water Shortage Plan and Amendments, as adopted from time to time by the South Florida Water Management District and/or the City shall be incorporated as a part of this Code.

Sec. 18.121 Declaration of Water Shortage or Water Shortage Emergency.

The declaration of a water shortage or water shortage emergency within all or any part of the county by the governing board or the executive director of the district shall invoke the provisions of this article. Upon such declaration, all water use restrictions or other measures adopted by the district applicable to the city, or any portion thereof, shall be subject to enforcement action pursuant to this article. Any violation of the provisions of chapter 40E-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this article.

Sec. 18.122 Enforcement.

Residential and commercial water restrictions are mandatory and are enforced by South Florida Water Management District staff, local governments and law enforcement agencies. Every sheriff's deputy having jurisdiction in the area governed by this chapter shall, in connection with all other duties imposed by law, diligently enforce the provisions of this chapter. In addition, the City Manager may also delegate enforcement responsibility for this chapter to agencies and departments of city government in accordance with state and local law.

Violations of water restrictions may be reported to local law enforcement or city code enforcement personnel. If you choose to notify the local law enforcement agency, please call their non-emergency number

Sec. 18.122 Penalties.

(a) Except as provided in (d)(4) of this section, any violation of this article is a civil infraction.

(b) Any person who has committed an act in violation of this article shall receive a citation from any employee of the city who has probable cause to believe that the person has committed a civil infraction in violation of this article.

(c) The City shall:

(1) Accept designated fines and issue receipts therefore;

(2) Provide a uniform citation form for notifying alleged violators to appear and answer to charges of violation of this article.

- (d) Violation of any provision of this article shall be punishable by a fine not to exceed five hundred dollars (\$500.00). Any person who has violated any provision of this article shall be fined an amount as follows:
- (a) Any property owner violating the provisions of this division shall be deemed guilty of a civil infraction. During a one-year period, each violation shall constitute a separate offense. Each day in violation shall constitute a separate offense. Violations of these sections shall be punished as follows:
- (1) For a first violation the violator shall receive a warning or a fine of twenty-five dollars (\$25.00);
 - (2) For a second violation, the fine shall be fifty dollars (\$50.00);
 - (3) For a third violation, the fine shall be one hundred dollars (\$100.00);
 - (4) For a fourth or subsequent violation, the fine shall be five hundred dollars (\$500.00); alternatively, the law enforcement officer may charge the violator with a criminal charge punishable in accordance with section 1-6 of the Code of Ordinances.
- (e) Each day in violation of this article shall constitute a separate offense. For purposes of this article, no person shall be found to have committed a repeat violation based upon a violation of the provisions of this article that occurred during a prior water shortage or water shortage emergency which is no longer in effect.
- (f) Except as provided in (d)(4) of this section, any person issued a citation shall be deemed to be charged with a civil violation and shall comply with the directives on the citation.
- (g) Payment shall be made, either by mail or in person, to the city at the location and within the time specified on the citation. If a person follows this procedure, s/he shall be deemed to have admitted the infraction and to have waived his/her right to a hearing on the issue of commission of the infraction.
- (h) Any person who fails to make payment within the specified period shall be deemed to have waived his/her right to pay the civil penalty as set forth in the citation.
- (i) Any person who elects to appear before a hearing officer or special magistrate to contest the citation shall be deemed to have waived his/her right to pay the civil penalty. The hearing officer or special magistrate, after a hearing, shall

make a determination as to whether a violation has occurred and may impose a civil penalty not to exceed five hundred dollars (\$500.00) plus court costs.

- (j) If a person fails to pay the civil penalty, or fails to appear before the hearing officer or special magistrate to contest the citation, s/he shall be deemed to have waived his/her right to contest the citation; and in such case, the hearing officer or special magistrate shall enter a fine at the time of the scheduled hearing, and the city may pursue a judgment against the violator for the maximum civil penalty.
- (k) Any person cited for an infraction under this article shall sign and accept the citation indicating a promise to pay the fine or appear at a hearing before the hearing officer or special magistrate. Any person who willfully refuses to sign and accept a citation issued by an officer shall be guilty of a misdemeanor of the second degree, punishable as provided by Florida Statutes, § 775.082 or 775.083.
- (l) As provided in (d)(4) of this section, a officer may require mandatory court appearances for violations resulting in the issuance of a fourth or subsequent citation to a person. The citation shall clearly inform the person of the mandatory court appearance. The police department shall maintain records to prove the number of citations issued to the person. Persons required to appear in court do not have the option of paying the fine instead of appearing in court.
- (m) The provisions of this section are an additional and supplemental means of enforcing this article. Nothing contained herein shall prohibit enforcement by any other means, including, but not limited to, emergency injunctive action to enforce the provisions of this article.

ARTICLE II. BACKFLOW PREVENTION DEVICES

Sec. 18.201. Required.

- (a) Generally. Users of the city's water system shall install and maintain appropriate backflow prevention devices: as set forth in the PPM-W.

Sec. 18.202. Testing.

- (a) All required backflow prevention devices shall comply with the testing requirements set forth in the PPM-W.

ARTICLE III. SEWER USE

Sec. 18.301. General provisions.

The (PPM-W), along with this article, will set forth uniform requirements for users of the city wastewater system and the East Central Regional Wastewater Treatment Facility (ECRWTF) and will enable the city and the ECRWTF to comply with all applicable State and Federal laws, including the Clean Water Act and Rule 62-625, F.A.C. (Pretreatment Requirements for Existing and Other Sources of Pollution). The objectives of this article are:

- (1) To prevent the introduction of pollutants into the wastewater facilities that will interfere with its operation;
- (2) To prevent the introduction of pollutants into the wastewater facilities that will pass through the wastewater facilities without adequate treatment and receiving waters, or otherwise be incompatible with the wastewater facilities;
- (3) To protect wastewater facility personnel who may be affected by the wastewater in the course of their employment;
- (4) To promote reuse and recycling of industrial wastewater and sludge from the wastewater facilities;
- (5) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the wastewater facilities;
and
- (6) To enable the City of West Palm Beach, which holds the National Pollutant Discharge Elimination System permit on behalf of the ECRWTF, to comply with the NPDES permit conditions, sludge use and disposal requirements, and any other federal or state laws to which the wastewater facilities are subject.

Sec. 18.302 Definitions.

The following definitions shall apply to the provisions of this article.

- (1) ~~Act ("the Act"). The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.~~
- (2) ~~Approval authority. The DEP or its successor agencies.~~
- (3) ~~Authorized representative of the user. Either:~~
 - a. ~~The president, vice-president, secretary, or treasurer, or any other person who performs similar policy or decision-making functions for the user; or~~
 - b. ~~A general partner or proprietor if the user is a partnership or sole proprietorship, respectively; or~~
 - c. ~~A director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his designee if the user is a federal, state or local governmental facility; or~~

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d. — A duly authorized representative of the person designated in subsections a., b., or c. above if such authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facilities from which the discharge originates, and the written authorization is submitted to the city.

(4) — *Biochemical Oxygen Demand (BOD)*. The quantity of oxygen utilized in the biochemical oxidation of organic matter.

(5) — *Building drain*. That part of the piping of a building which collects wastewater inside the walls of the building and conveys it to outside the building wall.

(6) — *Building sewer*. The extension from the building drain to the public sewer or other place of disposal, also called house connection.

(7) — *Bypass*. The intentional diversion of wastewater streams from any portion of an industrial user's treatment facility.

(8) — *Categorical industrial user*. An industrial user subject to categorical pretreatment standards.

(9) — *Categorical pretreatment standard*. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. 1317) which applies to a specific category of industrial users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471, as amended.

(10) — *CFR*. Code of Federal Regulations.

(11) — *Chemical Oxygen Demand ("COD")*. A measure of the oxygen equivalent of that portion of the organic matter in a water sample that is susceptible to oxidation by a strong chemical oxidant.

(12) — *City*. City of Lake Worth.

(13) — *City utilities director*. The person designated by the city commission to administer all city utilities activities.

(14) — *City commission*. The duly elected officials of the city.

(15) — *Control authority*. The ECRWWTFB or the City of West Palm Beach acting on behalf of and as agent for the ECRWWTFB.

(16) — *Cooling water*. The water discharged from any use such as air conditioning, cooling or refrigeration, to which the only pollutant added is heat.

(17) — *Customer*. Every person who is responsible for contracting (expressly or implicitly) with the city in obtaining, having or using sewer connections with, or sewer taps to, the sewer system of the city and in obtaining, having or using water and other related services furnished by the city for the purpose of disposing of wastewater and sewage through said system. Said term shall

include the occupants of each unit of a multiple family dwelling unit building as a separate and distinct customer.

(18) — *Department of Environmental Protection ("DEP")*. The Department of Environmental Protection of the State of Florida.

(19) — *Discharge*. To deposit, place, emit, unload, release, or cause or allow to be disposed of, deposited, placed, emitted, unloaded, or released.

(20) — *Domestic waste*. Any superfluous solid, liquid, or gaseous material derived principally from the use of sanitary conveniences of residences (including apartments); wastewater produced from a noncommercial or nonindustrial source.

(21) — *ECRWWTF*. The East Central Wastewater Treatment Facility which treats and disposes of wastewater and wastewater sludge from the ECRWWTFB entities.

(22) — *ECRWWTFB*. The East Central Regional Wastewater Treatment Facilities Board.

(23) — *Easement*. An acquired legal right for the specific use of land owned by others.

(24) — *Environmental Protection Agency ("EPA")*. The United States Environmental Protection Agency.

(25) — *Existing source*. Any source of discharge, the construction or operation which commenced prior to the publication by EPA of proposed categorical pretreatment standards.

(26) — *F.A.C.* Florida Administrative Code.

(27) — *Flush toilet*. The common sanitary flush commode in general use for the disposal of human excrement.

(28) — *Garbage*. The animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

(29) — *Grab samples*. A sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

(30) — *Health officer*. The Palm Beach County Environmental Health Director.

(31) — *Holding tank waste*. Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pumping tank trucks.

(32) — *Indirect discharge*. The introduction of pollutants into the WWF from any nondomestic source regulated under sections 307 (b), (c), and (d) of the Act and Chapter 403, Florida Statutes.

(33) — *Industrial user ("IU")*. Any user discharging industrial wastewater into the WWF.

(34) — *Industrial wastewater*. Food waste, other waste, or any superfluous solid, liquid, or gaseous material resulting from manufacturing, industrial, or commercial processes, or from natural resource development, recovery, or processing.

(35) — *Industrial wastewater surcharge*. An additional service charge assessed against industrial users whose wastewater characteristics exceed established surcharge limits.

(36) — *Industrial wastewater discharge permit ("permit")*. Written authorization from the city to discharge industrial wastewater to the WWF, setting certain conditions and/or restrictions on such discharge.

(37) — *Infiltration/inflow*. Groundwater and surface water which leaks into the sewers through cracked pipes, joints, manholes or other openings.

(38) — *Instantaneous maximum allowable discharge limit*. The maximum concentration of a pollutant allowed to be discharged at any time, determined from analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

(39) — *Interceptors (separators, grease traps)*. Any device designed and installed to separate and retain floatable deleterious, hazardous, and/or undesirable matter from sewage or liquid wastes, and to discharge into the WWF by gravity.

(40) — *Interference*. A discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

- a. — Inhibits or disrupts the WWF, its treatment processes or operations, or its domestic wastewater residuals processes, use or disposal; and
- b. — Is a cause of a violation of any requirement of the NPDES permit held by the City of West Palm Beach on behalf of the ECRWWTFB (including an increase in the magnitude or duration of a violation) or prevents use or disposal of domestic wastewater residuals in compliance with local regulations or rules of DEP, Chapter 403, Florida Statutes, and all applicable Federal laws.

(41) — *Medical waste*. Wastes including, but not limited to, isolation wastes, infectious agents, human blood and blood byproducts, pathological wastes, sharps, body parts, fomites, etiologic agents, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis wastes.

(42) — *Natural outlet*. Any outlet, including a storm sewer or combined sewer overflow, into a watercourse, pond, ditch, lake or other body or surface of groundwater.

(43) — *New source*.

- a. — Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which is commenced after the

publication of proposed pretreatment standards prescribed under Section 307(c) (33 U.S.C. 1317) of the Act which will be applicable to such source, if the standards are thereafter promulgated in accordance with that Section, provided that:

1. The building, structure, facility or installation is constructed at a site at which no other source is located; or
 2. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 3. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, will be considered.
- b. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of paragraph a.2. or 3. above but otherwise alters, replaces, or adds to existing process or production equipment.
- e. Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
1. Begun, or caused to begin as part of a continuous onsite construction program:
 - (i) Any placement, assembly, or installation of facilities or equipment, or
 - (ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 2. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.
- (44) *Non-contact cooling water.* Water usage for cooling which does not come into direct contact with any raw material, intermediate product, waste product or finished product, to which the only pollutant added is heat.
- (45) *NPDES permit.* A permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

(46) — *Owner*. The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation or other purposes situated within the city's service area and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the city.

(47) — *Pass through*. A discharge which exits the ECRWWTF into the waters of the state or of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any regulatory requirement of the ECRWWTFB's NPDES permit (including an increase in the magnitude or duration of a violation).

(48) — *Person*. Individual, corporation, firm, company, joint venture, partnership, sole proprietorship, association, or any other legal business entity, any state or political subordination thereof, any municipality, any interstate body and any department, agency, or instrumentality of the United States and any officer, agent, or employee thereof, and any organized group of persons whether incorporated or not.

(49) — *pH*. The logarithm of the reciprocal of the hydrogen ion concentration. The concentration is the weight of the hydrogen ions, in grams per liter (g/L) of solution.

(50) — *Pit privy*. Shored, vertical pit in the earth, usually covered with a flytight slab, which is used for the disposal of human wastes.

(51) — *Pollutant*. Any dredged spoil, medical waste, solid waste, incinerator residue, garbage, sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into water.

(52) — *Pretreatment*. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into the WWF. The reduction or alteration may be obtained by physical, chemical or biological processes, process changes or by other means, except as prohibited by Rule 62-625.410(5), F.A.C. Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities for protection against surges or slug discharges that might interfere with or otherwise be incompatible with the wastewater facilities. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with Rule 62-625.410(6), F.A.C.

~~(53) — *Pretreatment requirement.* Any substantive or procedural requirement related to pretreatment, other than a pretreatment standard, imposed on an industrial user.~~

~~(54) — *Pretreatment standard.* For any specified pollutant, the prohibitive discharge standards as set forth in this article, the State of Florida's Pretreatment Standards, or the National Categorical Pretreatment Standards, whichever standard is the most stringent.~~

~~(55) — *Prohibited discharges.* Absolute prohibitions against the discharge of certain substances.~~

~~(56) — *Public sewer.* A common sewer controlled by a governmental agency or public utility.~~

~~(57) — *RCRA.* Resource Conservation and Recovery Act.~~

~~(58) — *Septic tank.* A subsurface impervious tank designed to retain sewage or similar waterbound wastes temporarily together with:~~

~~a. — A sewer line constructed with solid pipe, with the joints sealed, connecting the impervious tank with a plumbing stub out; and~~

~~(b) — A subsurface system of trenches, piping and other materials constructed to drain the clarified discharge from the tank and distribute it underground to be absorbed or filtered.~~

~~(59) — *Septic tank waste.* Any sewage from holding tanks such as vessels, chemical toilets campers, trailers, and septic tanks.~~

~~(60) — *Sewage.* Human excrement and gray water (household showers, dishwashing operations, etc.).~~

~~(61) — *Sewer.* Means a pipe or conduit designed for carrying wastewater.~~

~~(62) — *Significant industrial user.*~~

~~a. — All industrial users subject to categorical pretreatment standards under Rule 62-625.410 F.A.C. and 40 CFR Chapter 1, Subchapter N; and~~

~~b. — Any industrial user who has in its wastes toxic pollutants as defined pursuant to Section 307 of the Act, Florida Statutes or rules.~~

~~c. — All non-categorical users that, in the opinion of the city, have a reasonable potential to adversely affect the WWF operation, or that contribute a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the ECRWWTF, or that discharge an average of twenty five thousand (25,000) gallons per day or more of process wastewater to the WWF. However, the city need not designate as significant any non-categorical industrial user that, in the opinion of the city and with the agreement of the EPA, has no potential for adversely affecting the WWF operation or for violating any pretreatment standard or requirement. The agreement of EPA is not necessary in cases where the non-categorical~~

discharge would have been designated as significant only because of an average discharge of twenty-five thousand (25,000) gallons per day or more of process wastewater.

d. — Any non-categorical industrial user designated as significant may petition the city to be deleted from the list of significant industrial users on the grounds that it has no potential for adversely affecting WWF operation or violating any pretreatment standard or requirement.

(63) — *Significant noncompliance ("SNC")*. Any one (1) or more of the following:

a. — Violations of wastewater discharge limits:

1. — Chronic violations. Sixty-six (66) percent or more of the measurements exceed the same daily maximum limit or the same average limit in a six-month period (any magnitude of excess).

2. — Technical review criteria (TRC) violations. Thirty-three (33) percent or more of the measurements exceed the same daily maximum limit or the same average limit by more than the TRC in a six-month period.

There are two groups of TRCs:

Group I for conventional pollutants (BOD, TSS, fats, oil, and grease). TRC = 1.4

Group II for all other pollutants. TRC = 1.2

3. — Any other violation(s) of an effluent limit (average or daily maximum) than the city believes has caused, alone or in combination with other discharges, interference (e.g. slug loads) or pass-through; or endangered the health of the sewage treatment personnel or the public.

4. — Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the city exercising its emergency authority to halt or prevent such a discharge.

b. — Violations of compliance schedule milestones, contained in a permit or enforcement order, for starting construction, completing construction, and attaining final compliance by ninety (90) days or more after the schedule date.

c. — Failure to provide reports for compliance schedules, self-monitoring data, or categorical standards (baseline monitoring reports, ninety-day compliance reports, and periodic reports) within thirty (30) days from the due date.

d. — Failure to accurately report non-compliance within thirty (30) days of its occurrence.

e. — Any other violation or group of violations that the city considers to be significant.

(64) — *Significant violation*. A violation which remains uncorrected forty-five (45) days after notification of noncompliance, which is part of a pattern of

noncompliance over a twelve-month period, which involves a failure to accurately report noncompliance, or which resulted in the city exercising emergency authority under section 18-26

~~(65) — *Sludge*. Any solid or semisolid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of the treated effluent from a wastewater treatment plant.~~

~~(66) — *Slug*. Any discharge of water, wastewater or industrial waste at a flow rate or concentration which could cause a violation of the prohibited discharge standards in section 18-20~~

~~(67) — *Standard Industrial Classification ("SIC") Code*. A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.~~

~~(68) — *Storm water*. Any flow occurring during or following any form of natural precipitation and resulting from such precipitation.~~

~~(69) — *Suspended solids*. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.~~

~~(70) — *Upset*. Any exception incident in which there is unintentional and temporary noncompliance with pretreatment standards because of factors beyond the reasonable control of the industrial user.~~

~~(71) — *User*. Any person who discharges, causes, or allows the discharge of wastewater into the WWF.~~

~~(72) — *Wastewater*. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are discharged into the WWF.~~

~~(73) — *Wastewater facility ("WWF")*. The structure, equipment, and processes required to collect, carry away, and treat domestic, industrial, medical, and other wastes and dispose of the effluent including facilities of the city wastewater system and ECRWWTF.~~

~~(74) — *Watercourse*. Shall mean a natural or artificial channel for the passage of water either continuously or intermittently.~~

Sec. 18.303. Use of public sewers required.

- (a) All premises shall be provided, by the owner thereof, with at least one (1) toilet. All toilets shall be kept clean and in a sanitary working condition.
- (b) No person shall dispose of human excrement except in a toilet.

(c) It shall be unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of said city, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article and the (PPM-W).

(d) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater.

(e) All owners, as defined herein, are hereby required, at their expense, to install suitable toilet facilities.

(f) All sinks, dishwashing machines, lavatories, basins, shower baths, bathtubs, laundry tubs, washing machines, and similar plumbing fixtures or appliances shall be connected to the public sewer; provided, that where the city determines that no sewer is available, septic tanks or other private subsurface disposal facilities, approved by the health officer may be used.

(g) Owner(s) shall be notified when sewer is available as described below.

(1) Sewer service shall be considered available to an existing single family dwelling when the dwelling can be connected by gravity flow to a line within 100 feet of in any public right-of-way or easement which passes the property at any point.

(2) Sewer service shall be considered available to any new single-family dwelling when the dwelling can be connected by the installation of two hundred (200) linear feet of gravity flow line from the nearest point of the property.

Sewer charges shall be in effect upon connection or one hundred eighty (180) days after notification of the availability of sewer service whichever occurs first.

Sec. 18.304. Building sewers and connections.

(a) No unauthorized person shall uncover, make any connections to or openings into, use, alter, or disturb any public sewer or appurtenance thereto without first obtaining a written permit from the water utilities director and as set forth by the PPM-W.

Sec. 18.305. Applicability.

The provisions of Sections 18.306 through 18.30_ shall apply to all users of the WWF.

Sec. 18.306. Prohibited discharge standards.

Users shall not discharge pollutants into the Wastewater Facility (WWF) unless in accordance with this article and the PPM-W.

(1) *Discharge prohibitions.* No user shall discharge into the WWF any waste or wastewater which may cause pass-through or interfere with the operation or performance of the WWF. No user shall discharge into the WWF or any waste or wastewater containing any of the following:

- a. Toxic or poisonous substances, chemical elements or compounds, taste or odor-producing substances, or any other substances which are not amenable to treatment or reduction by the wastewater treatment processes employed by the ECRWWTF. Toxic pollutants shall include, but not be limited to, any pollutant identified pursuant to 40 CFR Part 116(4).
- b. Noxious, or malodorous solids, liquids, or gases or other wastewater which, either singly, or by interaction with other waste or wastewater:
 1. Are capable of creating public nuisance or hazard to human or animal life,
 2. Are or may be sufficient to prevent entry into a sewer for its maintenance, inspection, or repair, or
 3. May create any hazard in the receiving waters of the ECRWWTF.
- c. Liquids, solids, or gases which by reason of their nature or quantity are or may be sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the WWF or to its operation. Prohibited materials include but are not limited to, petroleum oil and non-biodegradable cutting oil, pollutants with a closed cup flashpoint of less than one hundred forty (140) degrees Fahrenheit [sixty (60) degrees Centigrade], as determined by a Pensky-Martens Closed Cup Tester, using the test method specified in ASTM Standard D-93-79 or D-93-80k or a Setaflash Closed Cup Tester, using the test method specified in ASTM Standard D-3278 and pollutants which cause an excess of ten (10) percent of the lower explosive limit (LEL) at any point in the WWF, Specific products include, but are not limited to; gasoline, kerosene, fuel oil, motor oil, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides or any other substance which the

city, the state, or any federal agency has determined is a fire hazard or hazard to the WWF.

d. Radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by regulations within the F.A.C. issued by the Florida Department of Health and Rehabilitative Services and which will or may cause damage or hazards to the WWF or its operating personnel.

e. Storm water, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, swimming pool discharges, uncontaminated cooling water, unpolluted industrial process waters, air-conditioning condensate, unless specifically authorized by the city in writing.

f. Domestic wastes from septic tanks, portable toilets, or other similar facilities, unless approved by the control authority in writing. Such discharges shall only be made at a site approved by the control authority.

g. Mineral oil in excess of fifty (50) mg/L or animal/vegetable fats, wax, grease, or oils in excess of one hundred (100) mg/L, whether emulsified or not; or substances which may solidify or become viscous at temperatures lower than or equal to one hundred fifty (150) degrees (150 degrees Fahrenheit).

h. All trucked or hauled pollutants are prohibited except at discharge points designated by the city.

i. Inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate) in such concentrations as to pass through or cause interference with the operations of the WWF.

j. Waste or wastewater having a pH lower than 5.5 exhibiting any corrosive property which either singly or by interaction with other wastes is capable of causing damage or hazard to structures, processes, equipment, or personnel of the WWF.

k. Waste or wastewater having a pH higher than 9.5 which either singly or by interaction with other wastes is capable of causing damage or hazard to structures, processes, equipment or personnel of the WWF.

l. BOD, COD, or chlorine in such concentration and/or flow as to constitute a significant load on or shock to the ECRWWTF or cause interference.

- m. Volume of flow or concentrations of wastes constituting "slugs" as defined herein.
- n. Liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit (150° F) or that causes influent temperature to the ECRWWTF to exceed one hundred four degrees Fahrenheit (104° F), except where higher temperatures are required by law.
- o. Solid or viscous substances in such quantities or of such size as to be capable of causing obstruction to the flow in a sewer, or other interference with the proper operation of any connected system, such as but not limited to; ordinances [particles] greater than one-half (½) inch in any dimension, grease, uncomminuted food wastes, animal entrails or tissues, paunch manure, bones, hair, hides or fleshings, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains or hops, waste paper, wood plastics, rubber stoppers, tar asphalt residues from refining or processing of fuel or lubricating oil, gasoline, naphtha, and similar substances either whole or ground.
- p. Excessive discoloration which cannot be removed by the treatment process, such as but not limited to dye, printing wastes, and vegetable tanning solutions which imparts color to the ECRWWTF effluent thereby violating the NPDES permit held by the City of West Palm Beach on behalf of ECRWWTFB. The discoloration (in combination with turbidity) shall not cause the ECRWWTF effluent to reduce the depth of the compensation point for photosynthetic activity by more than ten (10) percent from the seasonably established norm for aquatic life.
- q. Medical wastes, except as authorized by the city in a permit.
- r. Detergents, surface-active agents, or other substances which may cause excessive foaming in the WWF.
- s. Any sludges, screenings, or other residuals from the pretreatment of industrial wastes.
- t. Toxic gases, vapors, or fumes in a quantity that may cause acute worker health and safety problems.

(2) *Compliance with national and local standards.* It shall be unlawful for any person to discharge any pollutant into the WWF except when such discharge is in compliance with federal standards promulgated

pursuant to the Act, and any other more stringent state and local standards. Wastes containing concentrations in excess of the National Categorical Pretreatment Standards are prohibited.

(3) *Local pretreatment standards.* Any wastes containing concentrations in excess of the following local pretreatment standards included in the PPM-W are prohibited:

PARAMETER	MAXIMUM ALLOWABLE CONCENTRATION DURING A 24 HOUR PERIOD (mg/L)
Aluminum	16.0
Ammonia	50.0
Antimony	0.2
Arsenic	0.45
Barium	3.0
Beryllium	8.8
Biochemical Oxygen Demand (BOD)	400.0
Bismuth	0.05
Cadmium	0.32
Carbonaceous Biochemical	400.0

Oxygen Demand (CBODs)	
Chloride	600.0
Chemical Oxygen Demand (COD)	800.0
Chromium Total	30.00
Cobalt	1.0
Copper	11.00
Cyanide	1.80
Cyanide Amendable to Chlorination	0.5
Hydrogen Sulfide	5.0
Iron	10.0
Lead	1.90
Manganese	1.0
Mercury	0.07

Molybdenum	0.80
Nickel	2.99
Oil, and Grease	100.0
Petroleum Hydrocarbons	15.0
pH (Standard Units)	5.5-9.5
Phenol	5.0
Phenolic Compound	0.5
Selenium	1.25
Silver	4.10
Strontium	0.2
Temperature (F)	150.0
Tin	0.6
Total Suspended Solids	400.0

Zinc	2.70
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The above limits apply at the point where the wastewater is discharged to the WWF. The control authority may impose mass limitations, instantaneous maximum limitations, maximum monthly average values, or maximum four-day average values, in addition to, or in place of, the limitations listed above.

(4) — *Right of revision.* The city reserves the right to establish, by ordinance or in permits, more stringent limitations or requirements on discharges to the WWF if deemed necessary to comply with the requirements of this article.

(5) — *Dilution.* No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with the limitations unless expressly authorized by an applicable Federal Categorical Pretreatment Standard, or in any other pollutant-specific limitation developed by the state. The control authority may impose mass limitations on users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

(6) — *Septic and industrial waste hauling.*

a. — Septic tank waste may be introduced into the WWF only at the septic receiving station located at the ECRWWTF.

b. — Any industrial or septic waste haulers shall have a discharge permit issued under conditions specified in section 18-22

c. — No hauled load may be discharged without prior written consent from the city. Samples may be collected from each load to ensure compliance with applicable standards. The industrial or septic waste hauler may be required to provide waste analysis of any load prior to discharge.

d. — Industrial and septic waste hauler must provide a waste tracking form for every load. The form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, names and addresses of sources of waste, volume and characteristics of waste. This form shall identify the type of industry known or suspected waste

constituents and whether any wastes are RCRA hazardous wastes.

~~(7) — *Control of discharge.* If any wastes or wastewaters are discharged, or are proposed to be discharged, to the WWF which contain the substances or possess the characteristics enumerated in section 18.306 as prohibited by this article, does not meet applicable pretreatment standards and requirements, and/or which may have a deleterious effect upon the WWF, its processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the city may:~~

- ~~a. — Reject the wastes or deny or condition the introduction of new sources of wastewater to the WWF; or~~
- ~~b. — Require the industrial user to demonstrate that in-plant improvements will modify the discharge to such a degree as to be acceptable; and/or~~
- ~~c. — Require pretreatment of the industrial user's discharge to ensure compliance with this article; and/or~~
- ~~d. — Require payment of an industrial waste surcharge to cover the added cost of handling and treating excess loads imposed on the WWF by such discharge. These special surcharges shall be approved by the city as stated in the existing schedule of rates and fees to the WWF. Approval of industrial waste surcharges for the recovery of treatment costs does not replace or supersede the requirements for pretreatment facilities, should they be found necessary by the city.~~

Sec. 18.307. Pretreatment.

(a) *Pretreatment facilities.* Users shall provide wastewater treatment as necessary to comply with this article and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in this article within the time limitations specified by EPA, the state or the city, whichever is more stringent. Any pretreatment facility shall be provided, operated, and maintained at the user's sole cost and expense. Detailed plans prepared by a registered engineer in the state describing such facilities and operating procedures must be approved in writing by the city before such facilities are constructed. The review and approval of such plans and operating procedures shall not relieve user from the responsibility of modifying such facilities as necessary to produce a discharge in compliance with this article.

(b) *Additional pretreatment measures shall be required as included in the PPM-W.:*

~~(1) Whenever deemed necessary, the city may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the WWF and determine the user's compliance with the requirements of this article.~~

~~(2) The city may require any person discharging into the WWF to install and maintain, on their property and at their sole cost and expense, a suitable storage and flow-control facility to ensure equalization of flow. A permit may be issued solely for flow equalization.~~

~~(3) Grease, oil, and sand interceptors shall be provided when, in the opinion of the city, they are necessary for the proper handling of wastewater containing excessive amount of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved in writing by the city and shall be installed at a location on the premises to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, or required by the PPM-W, by the user at their expense. Users shall provide all reports of interceptor maintenance as required by the city.~~

~~(4) Users with the potential to discharge flammable substances shall be required to install and maintain an approved combustible gas detection meter.~~

~~(c) *Accidental discharge/slug control plans.* At least once every two (2) years, the city shall evaluate whether to require each significant industrial user to adopt an accidental discharge/slug control plan. Alternatively, the city may develop such a plan for any user. An accidental discharge/slug control plan shall address, at a minimum, the following:~~

~~(1) Description of discharge practices, including non-routine batch discharges;~~

~~(2) Description of all stored chemicals;~~

~~(3) Procedures for immediately notifying the city of any accidental or slug discharge in accordance with section 18-23; and~~

~~(4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training,~~

~~building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.~~

Sec. 18.308. Industrial wastewater discharge permit.

(a) *Application for discharge permit.*

(1) It is unlawful to discharge industrial waste without a permit. Any violation of the terms and conditions of a permit shall be deemed a violation of this article and shall subject the permit holder to sanctions set out in sections 18.312 and 18.313. Obtaining a permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements or with any other requirements of federal, state, and local law. The city may require other users, including liquid waste haulers and non-discharging users to obtain permits as necessary to carry out the purposes of this article.

(2) All prospective users must submit to the city the application fee and information on the nature and characteristics of their wastewater by completing a permit application/wastewater survey at least one hundred and eighty (180) days prior to the date upon which any discharge will begin. The city is authorized to prepare a form for this purpose and may periodically require users to update the survey. Information to be provided with the survey may include description of the industrial activity, specifications of the constituents inherent to the processes and wastes, identification of the wastewater characteristics, plumbing diagrams, location of sampling points, number of employees and hours of operation, and any other information deemed necessary by the city to evaluate the permit application. Failure to complete this survey shall be reasonable grounds for terminating service to the user and shall be considered a violation of this article.

(3) Within ninety (90) days of receipt of a complete permit application, the city will determine whether or not to issue a permit. The city may deny any application for a permit.

(4) All users which discharge industrial waste into the WWF prior to the effective date of this article are granted temporary authority to continue to discharge in compliance with the existing codes, regulations, and policies of the city. Those users who wish to continue such discharges, shall apply for a permit within ninety (90) days after the effective date of this article. The user shall not cause or allow discharges to the WWF to continue after one hundred eighty (180) days of the

effective date of this article, except in accordance with a permit issued by the city.

(b) *Application signatories and certification.* All permit applications and user reporting must be signed by an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

All categorical industrial users must comply with the signatory requirements of Rule 62-625.600(11) F.A.C.

(c) *Permit issuance process.*

(1) Permits shall be expressly subject to all provisions of this article and all other applicable regulations. The cost of said permit shall be incurred by the user in accordance with the fee schedule as approved by resolution of the City Commission.

(2) Permit duration shall not exceed five (5) years from the date of issuance and upon expiration of same, a renewal permit may be issued which shall be effective for an additional five (5) years provided that the conditions of the existing permit have not changed and the appropriate renewal fees have been paid. The permit shall be displayed by the user in a location at the permitted facility so as to be seen and read by the general public.

(3) Permits shall contain at a minimum, the following conditions:

- a. A statement that indicates permit duration;
- b. A statement of non-transferability;
- c. Pretreatment standards and effluent limits applicable to the user based on applicable standards in federal, state and local law;
- d. Self monitoring, sampling, reporting, notification, and record keeping requirements;
- e. Statement of applicable civil, criminal, and administrative penalties for violation of pretreatment standards and requirements.

- (4) Permits may contain the following additional comments:
- a. The unit charge or schedule of user charges and fees for management of the wastewater to be discharged to the WWF.
 - b. Limits on the instantaneous, daily, monthly average and/or four-day maximum concentration, mass, or other measure of identified wastewater constituents and characteristics;
 - c. Limits on the average and/or maximum rate and time of discharge and/or requirements for flow regulations and equalization;
 - d. Requirements for installation and maintenance of inspection facilities, and flow metering and sampling equipment;
 - e. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the WWF;
 - f. Development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or routine discharges;
 - g. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the WWF;
 - h. A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the permit;
 - i. Other conditions as deemed appropriate by the city to ensure compliance with this article, and federal and state laws, rules, and regulations.

(d) *Compliance schedules.* If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the user shall submit to the city for approval and incorporation in the permit the shortest schedule by which the user is to provide additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standards. The compliance schedule shall meet the requirements set out in section 18.308.

(e) *Permit transfer.* Permits are issued to a specific user for a specific operation. A permit may not be reassigned, transferred or sold to a new owner or new user unless the permittee gives at least ninety (90) days advance

written notice to the city and the city approves the permit transfer. The notice to the city shall include a written certification by the new owner and/or user that:

- (1) States that the new owner and/or user has no immediate intent to change the facility's operations and processes;
- (2) Identifies the specific date on which the transfer is to occur;
- (3) Acknowledges full responsibility for complying with the terms and conditions of the existing permit.

Failure to provide advance notice of a transfer renders the permit voidable on the date of facility transfer.

(f) *Permit appeal.*

- (1) The city shall provide public notice of the issuance of a permit. Any person, including the user, may petition the city code enforcement department to reconsider the terms of a permit within fifteen (15) days of its issuance. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
- (2) In its petition, the appealing party must indicate the wastewater discharge provisions object to, the reasons for the objection, and the alternative condition, if any, it seeks to place in the permit.
- (3) The effectiveness of the permit shall not be stayed pending the appeal.
- (4) If the code enforcement department fails to act within fifteen (15) days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider a permit, not to issue a permit, or not to modify a permit, shall be considered final administrative action for purposes of judicial review.

(g) *Permit modification.* Permits may be modified by the city for good cause including, but not limited to, the following:

- (1) To incorporate any new or revised federal, state, or local pretreatment standards or requirements;
- (2) To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of permit issuance;
- (3) A change in the WWF that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- (4) Information indicating that the permitted discharge poses a threat to the WWF, city personnel, or the receiving waters;
- (5) Violations of any terms or conditions of the permit;
- (6) Misrepresentations or failure to fully disclose all relevant facts in the permit application or in any required reporting;

- (7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13 and Rule 62-625.700, F.A.C.;
- (8) To correct typographical or other errors in the permit;
- (9) To reflect a transfer of the facility ownership and/or operation to a new owner/operator; or
- (10) Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.

User requests for permit modifications shall be made in writing and include facts or reasons which support the request. When modifying a permit, the city shall allow a reasonable time frame for the user to comply with the new or changed conditions if the user cannot meet them at the time of the modification and if permitted by law. If the new or changed conditions are the result of new or changed pretreatment regulations, those regulations will stipulate the compliance period. The filing of a request by the permittee for a permit modification does not stay any permit condition.

- (h) *Permit revocation.* Permits may be revoked for the following reasons:
- (1) Failure to notify the city of significant changes to the wastewater prior to the changed discharge.
 - (2) Failure to provide prior notification to the city of changed condition pursuant to [section 18-23](#)
 - (3) Misrepresentation or failure to fully disclose all relevant facts in the permit application.
 - (4) Falsifying self monitoring reports.
 - (5) Tampering with monitoring equipment.
 - (6) Refusing to allow the city timely access to the facility premises and records.
 - (7) Failure to meet effluent limitations.
 - (8) Failure to pay penalties.
 - (9) Failure to pay sewer charges.
 - (10) Failure to meet compliance schedules.
 - (11) Failure to provide advance notice of the transfer of a permitted facility.
 - (12) Violation of any pretreatment standard or requirement, or any terms of the permit or this article.
 - (13) Indication that the discharge presents a threat to the environment or threatens to interfere with the operation of the WWF.

Permits shall be voidable upon nonuse, cessation of operations, or transfer of business ownership (except as addressed herein). All permits are void upon the issuance of a new permit.

(i) *Appeal of permit revocation.*

(1) Authorization to discharge industrial waste into the WWF shall continue in effect unless or until rescinded by the city in writing. In the event that the city revokes the authorization of any user to discharge wastes into the WWF, notification of such revocation shall be delivered to the user by certified mail or by hand delivery.

(2) Any system user whose authorization to discharge has been revoked may appeal the decision of the city. The appeal shall be sent in writing by certified mail, return receipt requested, to the city code enforcement department within fifteen (15) days of receipt of the city's notification to cease discharge.

(3) The code enforcement department may affirm, reverse, or modify the order of the city and shall issue its decision in writing. The city's order to cease discharge of wastes into the WWF shall not become effective until the period for appeal has expired, or in the event that an appeal has been filed, until the code enforcement department has rendered a decision, unless the city has made a finding that continued discharge by the user into the WWF constitutes a clear and present danger to the operations of the WWF or to the health of the public, or to the environment. Any such finding shall be included in the city's notification to cease discharge, and in such event, the revocation of authorization to discharge wastes shall become effective immediately.

(j) *Permit renewal.* All permittees must apply for a permit renewal a minimum of ninety (90) days prior to the expiration of the existing permit. The reapplication for a permit shall consist of a written request for reissuance of the permit. The request shall state if all terms and conditions of the existing permit and article are complied with and must be signed by an authorized representative of the user.

(k) *Special agreements.* The city reserves the right to enter into special agreements with users setting out special terms under which they may discharge to the WWF. In no case will a special agreement waive compliance with a categorical pretreatment standard or requirement.

(l) *Regulation of discharge from other jurisdictions.* In the event another jurisdiction or municipality contributes all or a portion of its wastewater to the WWF, the city shall require the jurisdiction or municipality to enter into a multi-jurisdictional agreement with the city or the control authority. Prior to entering

into a multi-jurisdictional agreement, the city may request the contributing jurisdiction provide the following information:

- (1) A description of the quality and volume of the wastewater(s) at the point where it enters the WWF from the contributing jurisdiction.
 - (2) An inventory of all industrial users within the contributing jurisdiction.
 - (3) Such information as may be required by the city.
- (m) *Multi-jurisdictional agreement.* A multi-jurisdictional agreement as required in subsection (l) of this section, shall contain the following conditions:
- (1) A requirement for the contributing jurisdiction to adopt an ordinance which is at least as stringent as this article and local limits which are at least as stringent as those set out in [section 18-20](#) for those users that discharge in the WWF. The requirement shall specify that the ordinance and limits must be revised as necessary to reflect changes made to this article.
 - (2) A requirement for the contributing jurisdiction to submit a revised industrial user inventory on at least an annual basis.
 - (3) A requirement for the contributing jurisdiction to:
 - a. Conduct pretreatment implementation activities including industrial user permit issuance, inspection and sampling, and enforcement; or
 - b. Authorize the control authority to take or conduct the activities on its behalf.
 - (4) A requirement for the contributing jurisdiction to provide the control authority with access to all information that the contributing jurisdiction user or municipal user obtains as part of its pretreatment activities associated with the WWF.
 - (5) Limits on the nature, quality, and volume of the contributing jurisdiction wastewater at the point where it discharges to the WWF.
 - (6) Requirements for monitoring the discharge.
 - (7) A provision ensuring the control authority access to the facilities of WWF users located within the contributing jurisdiction's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the control authority.
 - (8) A provision specifying remedies available for breach of the terms of the multi-jurisdictional agreement.

Sec. 18.309. Reporting requirements.

Reporting requirements shall be done in accordance with the (PPM-W).

Sec. 18.310. Protection from damage.

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the WWF. Costs of any damage to WWF caused by such acts or costs associated with additional treatment or alternative disposal method required to meet effluent or sludge treatment and disposal requirements resulting from violations of this article shall be paid by the user responsible for the violations.

Sec. 18.311. Powers and authority of inspectors.

(a) Authorized representatives of the city, the DEP, and the EPA bearing proper credentials shall be permitted to enter upon any property without prior notification for the purpose of inspection, observation, measurement, sampling, testing review and/or photocopying of records, or investigation as may be necessary in the enforcement of this article. Entry shall be made during daylight or operating hours unless abnormal or emergency circumstances require otherwise.

(b) The city may seek issuance of a search warrant(s) from any court of competent jurisdiction for the following reasons:

- (1) Refusal of access to a building, structure or property or any part thereof.
- (2) If the city is able to demonstrate probable cause to believe that there may be a violation of this article.
- (3) If there is a need to inspect and/or sample as part of a routine inspection and sampling program of the city.
- (4) To protect the public health, safety and welfare of the city.

Sec. 18.312. Enforcement actions.

The following escalating enforcement strategy shall be used by the city when industrial users are out of compliance with this article. The various types of enforcement actions, including the industrial discharger enforcement procedure (IDEP), shall be used as determined by the city depending on the circumstances of the violation and the PPM-W.

- (1) *Intermediate threat to public health.* The city may require the immediate halt of a discharge if it is deemed as an immediate threat to public health or the WWF.

(2) *Self-monitoring.* The industrial user will review its self-monitoring data to determine whether a violation of this article and/or of its permit limitations has occurred. If a violation has occurred, the industrial user must provide to the city:

- a. 24-hour notification that a violation has occurred.
- b. Magnitude and nature of the violation.
- c. Details regarding analytical quality assurance.

Failure to comply with the 24-hour notification requirement will result in administrative fines of one hundred dollars (\$100.00) per occurrence.

(3) *Resampling.* Upon the determination that a violation has occurred, the industrial user must resample the final discharge for the violated parameter. The resampling data must be submitted to the city within thirty (30) days of discovery. Failure to resample and report within thirty (30) days is a violation of this article and Rule 62-625.600(6)(b), F.A.C. If the industrial user fails to resample and submit the report within thirty (30) days, the city will issue a notice of violation (NOV). Failure to comply with the NOV will result in a single administrative fine of one hundred fifty dollars (\$150.00) per violation. Continued failure to comply within sixty (60) days from original violation thereafter will result in a monthly fine of five hundred dollars (\$500.00) or one-half ($\frac{1}{2}$) of the previous month's bill, whichever is greater.

(4) *WWF monitoring.* The city, or its designee, will conduct periodic, independent compliance monitoring of industrial users as appropriate. If the violation is not significant, as defined in this article, the city will issue a NOV and a 45-day compliance schedule including the requirement to resample in order to determine whether a violation is significant. The results of the resampling must be submitted to the city within thirty (30) days of receipt of the compliance schedule. Failure to comply will result in a single fine of five hundred dollars (\$500.00) per violation. Continued failure to comply sixty (60) days after issuance of the NOV will result in a monthly fine of one thousand dollars (\$1,000.00) or the previous month's bill, whichever is greater.

(5) *Significant noncompliance.* The city will review sampling data obtained to determine whether significant noncompliance as defined in this article has occurred; in which case a single fine of five hundred (\$500.00) or one-half ($\frac{1}{2}$) of the previous month's bill, whichever is greater, will be assessed per violation.

(6) *Formal notice.* If significant noncompliance is determined to have occurred, the city will issue a notice of significant violation (NOSV), requiring the industrial user to submit within fifteen (15) days of the receipt of the notice, a 90-day compliance schedule to determine the need to install or construct pretreatment facilities. Failure to respond within fifteen (15) days will result in a single fine of five hundred dollars (\$500.00) per violation. Upon receipt of the draft compliance schedule, the city will issue the compliance schedule as a condition of continued operation. A demonstration of compliance (DOC) will be included as the final item in the compliance schedule. If at any time during the 90-day schedule, the industrial user determines that pretreatment facilities are required, the industrial user will inform the city of such and submit a draft construction schedule.

(7) *DOC.* Upon completion of the 90-day compliance schedule, the city will review the DOC data to determine whether compliance has been achieved. Failure to demonstrate compliance during the 90-day schedule will result in the city issuing another NOSV requiring the industrial user to submit within fifteen (15) days of receipt of the NOSV a draft compliance schedule for the construction of new pretreatment facilities or the improvement, modification or expansion of existing facilities. Failure to respond within fifteen (15) days will result in a single fine of five hundred dollars (\$500.00) per violation. Continued failure to comply within sixty days of the NOSV thereafter will result in a monthly fine of one thousand dollars (\$1,000.00) or the previous month's bill, whichever is greater. Upon receipt of the draft compliance schedule, the city will issue the compliance schedule as a condition of continued operation. Approval of the facility design engineer by the city is required prior to design of the pretreatment facility. A DOC will be included as the final item in the compliance schedule. Upon completion of the construction compliance schedule, the city will review the DOC data to determine whether compliance has been achieved.

(8) *Final schedule of compliance.* If the construction of pretreatment facilities does not achieve compliance, the city will assess a fine of two thousand dollars (\$2,000.00) or twice the previous month's bill, whichever is greater, and will issue a notice of monthly fine (NMF). Fines of the same amount will continue to be assessed on a monthly basis until compliance is achieved or service is terminated. The NMF will require that the industrial user submit a draft final compliance schedule within fifteen (15) days of receipt of the NMF. Upon receipt of the draft

compliance schedule, the city will issue the final schedule of compliance as a condition of continued operation. A DOC period will be included as the final item in the compliance schedule. Upon completion of the compliance schedule, the city will review the DOC data to determine whether compliance has been achieved.

(9) *Show cause hearing.* If the final compliance schedule does not achieve compliance, the city will issue a notice to show cause (NSC) why the discharge permit should not be revoked and service terminated, in accordance with law. The NSC will be served on the user specifying the time and place of the hearing, the proposed facts of the action, the reasons for such actions and a request that the user show cause why the proposed enforcement action should not be taken. The notice of hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing on the user or posted at the location where the alleged violation is occurring or has occurred. Whether or not the user appears as notified, immediate enforcement action may be pursued following the hearing. The city will hold the show cause hearing to determine whether the permit should be revoked and sewer services terminated.

- a. If the industrial user shows cause for its failure to comply, service shall not be terminated nor the permit revoked. The monthly fine will increase to an amount up to one thousand dollars (\$1,000.00) per day and a new final compliance schedule will be issued.
- b. If the industrial user fails to show cause why its permit should not be revoked and service terminated, the industrial user's permit shall be revoked and its sewer service will be terminated by the city.
- c. *Violations not addressed.* Penalties for violations of this article and/or the user's permit not addressed in this section will be assessed at the discretion of the city.

Sec. 18.313. Permit fees, surcharges and penalties.

(a) Permit fees, industrial surcharges and penalties shall be in accordance with the provisions of the PPM-W and as approved by resolution.

(b) Any person who violates a provision of this article shall be prosecuted in the name of the state in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof, and upon conviction shall be punished by a fine

not to exceed one thousand dollars (\$1,000.00)* per day for each offense or by imprisonment not to exceed sixty (60) days or by both such, fine and imprisonment. If a violation continues, each day of such violation shall constitute a separate offense.

(ec) Any person who knowingly makes any false statement, representation or certification in any record or other document submitted under this article of industrial user permits shall be subject to fines of up to one thousand dollars (\$1,000.00)* per violation or by imprisonment for not more than sixty (60) days, or both.

*May be increased.

Sec. 18.314. Civil and criminal remedies.

In addition to the administrative fines provided in sections 18.312 and 18.313, the city is hereby authorized to institute any appropriate action or proceeding, including suit for injunctive relief and civil penalties up to one thousand dollars (\$1,000.00)* per day per violation, in order to prevent or abate violations of this article. The city may recover reasonable attorney's fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the costs of any actual damages incurred by the city.

(1) *Injunctive relief.* When the city finds that a user has violated, or continues to violate, any provision of this article, a permit, or order issued hereunder, or any other pretreatment standard or requirement, the city may petition the circuit court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the permit, order, or other requirement imposed by this article on the activities of the user. The city may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

(2) *Criminal prosecution.*

a. A user who willfully or negligently violates any provision of this article, a permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than the maximum fine allowed under state law per violation, per day, or imprisonment, or both.

b. A user who willfully or negligently introduces any substance into the WWF which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of at least the maximum fine allowed under state law, or be subject to imprisonment, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.

c. A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this article, permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this article shall, upon conviction, be punished by a fine of not more than the maximum fine allowable under state law per violation, per day, or imprisonment or both.

d. In the event of a second conviction, a user shall be punished by a fine of not more than the maximum fine allowable under state law per violation, per day, or imprisonment, or both.

(3) *Remedies nonexclusive.* The remedies provided for in this article are not exclusive. The city may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the city's enforcement response plan. However, the city may take other action against any user when the circumstances warrant. Further, the city is empowered to take more than one (1) enforcement action against any noncompliant user.

*May be increased.

Sec. 18.315 Notification requirements and affirmative defenses to accidental discharge, upset, and bypass. Shall be as set forth in the PPM-W.

Sec. 18.316. Confidentiality.

Information and data concerning individual industrial users obtained from reports, questionnaires, permit applications, permits, monitoring programs, and inspections shall be available to the public to the extent

permitted by state law, upon written request without restriction unless the industrial user specifically requests and is able to demonstrate to the satisfaction of the city that such release would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law. Wastewater constituents and characteristics will not be recognized as confidential information.

Sec. 18.317 Violations.

- (a) The city may suspend the water service and/or the wastewater service and may revoke a wastewater contribution permit when such suspension or revocation is necessary, in the opinion of the city, to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health and welfare of persons, or to the environment, causes or may cause interference to the POTW, or causes or may cause the POTW to violate any condition of its NPDES permit.
- (b) Any person notified of a suspension of the wastewater treatment service and/or the wastewater contribution permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the city shall take such steps as deemed necessary including initiation of legal action by the city attorney and immediate severance of the sewer connection, to prevent or minimize damage to the wastewater facilities and endangerment to any individuals. The city shall reinstate the wastewater contribution permit and/or the wastewater treatment service upon proof of the elimination of the noncomplying discharge. A detailed written statement submitted by the User describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the city within fifteen (15) calendar days of the date of occurrence.
- (c) Any user who violates the following conditions of this article or applicable state and federal regulations, is subject to having his permit revoked in accordance with the procedures of [section 18-24](#) of this article.
 - (1) Failure of a user to report factually the wastewater constituents and characteristics of his discharge.
 - (2) Failure of the user to report significant changes in operations, or wastewater constituents and characteristics.
 - (3) Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring.
 - (4) Violation of conditions of the permit.
- (d) Whenever the city finds that any user has violated or is violating this article, his wastewater contribution permit, or any prohibition, limitation or

requirement contained herein, the city may serve upon such person a written notice stating the nature of the violation. Within thirty (30) days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to the city by the user.

(e) In the event of violation of this article, the utilities director or authorized employees may verbally instruct the owner as to the necessary corrective action. If the owner fails to carry out verbal instructions in a timely manner or if a serious violation or hazard to public health exists, the utilities director, may issue to the owner a written order stating the nature of the violation, the corrective action and the time limit for completing the corrective action. This time limit will be not less than twenty-four (24) hours nor more than six (6) months, depending upon the type and severity of the violation. The offender shall within the period of time stated in such notice, permanently cease all violations. The record of the mailing of said notice or order shall be prima facie evidence thereof and failure of said owner or owners to receive same shall in no way affect the validity of any proceedings conducted pursuant to this article.

(f) A person violating any provision of this section resulting in the disconnection of water and/or wastewater services by the utilities director shall be charged the normal and usual charges for disconnection of said water and sewer services and the usual charges for connection of said water and wastewater services.

Sec. 18.318. Authority to disconnect service.

The city reserves the right to terminate water and wastewater disposal services and disconnect a customer from the system when:

- (1) Acids or chemicals damaging to wastewater facilities are released into the sewer causing rapid deterioration of these structures or interfering with proper conveyance and treatment of wastewater;
- (2) A governmental agency informs the city that the effluent from the wastewater treatment plant is no longer of a quality permitted for discharge into a watercourse, and it is found that the customer is delivering wastewater to the city's system that cannot be sufficiently treated or requires treatment that is not provided by the city as normal domestic treatment; or
- (3) The customer:
 - a. Discharges industrial waste or wastewater that is in violation of the permit issued by the approving authority,

- b. Discharges wastewater at an uncontrolled, variable rate in sufficient quality to cause an imbalance in the wastewater treatment system.
- c. Fails to pay monthly bills for water and sanitary sewer services when due, or
- d. Repeats a discharge of prohibited wastes into public sewers.

ARTICLE IV. WATER AND SEWER CAPACITY CHARGES.

Sec. 18.401. Water and Sewer Reserve Capacity Charges

The city shall require Water and Sewer Reserve Capacity Charges to offset the capital investments required to provide needed water production and sewer collection and pumping facilities. Water and Sewer Reserve Capacity Charges shall be in accordance with the (PPM-W) and approved by Resolution of the City Commission.

ARTICLE V. GENERAL

Sec. 18.501. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Sec. 18.502. Repeal of Laws in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Sec. 18.503. Codification.

The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Sec. 18.504. Effective Date.

This Ordinance shall become effective on ten (10) days after passage.

The passage of this Ordinance on first reading was moved by _____, seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner John Szerdi

The Mayor thereupon declared this Ordinance duly passed on first reading on the ____ day of _____, 2015.

The passage of this Ordinance on second reading was moved by _____, seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner John Szerdi

The Mayor thereupon declared this Ordinance duly passed and enacted on the ____ day of _____, 2015.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

1 **CITY OF LAKE WORTH**

2 **POLICIES AND PROCEDURES MANUAL**

3 **WATER UTILITIES DEPARTMENT**

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CITY OF LAKE WORTH
POLICIES AND PROCEDURES MANUAL
WATER UTILITIES DEPARTMENT

CHAPTER 1 - OVERVIEW AND DEFINITIONS

1.1 PURPOSE

The purpose of this Water Utilities Department Policies and Procedures Manual (PPM-W) is to establish uniform and non-discriminatory policies, procedures, standards, and utility fees for the proper administration of the City of Lake Worth Water and Sewer Utilities Department (Department). The Department will, at all times, conduct itself in accordance with the intent of this PPM-W. The City, through its Department provides potable water and wastewater service on a uniform and non-discriminatory basis. The Department works with and uses services from the Electric Utility Department for Customer Service, water meter reading, billing, revenue collection and revenue protection. These services are governed by the policies and procedures of the Electric Utility Department, as supplemented by these procedures. The Department is a subordinate entity of the City, governed by and with policies established by the Mayor and City Commissioners.

1.2 DEPARTMENT WORK PROCESSES

The Department has established typical work processes as guides for various work functions. These work processes are attached and made part of this PPM-W. The Department shall use the work processes as guides for work done and interfaces with other organizations, to the extent that the coordination is practical.

1.3 STANDARD OPERATING PROCEDURES

The Department shall maintain and upgrade as necessary, internal standard operating procedures that describe the expected procedures needed to efficiently and safely perform necessary functions within each organization. These Standard Operating Procedures shall be maintained with a hard copy in the organization and a copy in the Administration Division. Such Standard Operating Procedures shall be considered part of this PPM-W. Revisions of the Standard Operating Procedures shall be approved by the Director.

1.4 VALIDITY

The policies and the procedures specified herein supersede and replace any prior policies, procedures, regulations, etc., governing provision of utility service unless such prior specification is protected by valid agreement or otherwise protected by law or action of the City Commission. In the event that a portion of this PPM-W manual is declared unconstitutional or void for any reason by any court of competent jurisdiction,

64 such decision shall in no way affect the validity of the remaining portions of
65 this PPM-W.
66

67 1.5 REVIEW OF POLICIES AND PROCEDURES MANUAL

68 The Department shall periodically review this PPM-W to evaluate the
69 adequacy of its provisions. Revisions must be reviewed by the Water
70 Utilities Department Director and the City Manager prior to implementation
71 and dissemination, except as may be authorized as a ministerial responsibility.
72 Changes to Rates and Fees shall be approved by resolution of the City
73 Commission.
74

75 1.6 MINISTERIAL RESPONSIBILITIES AUTHORIZED

76 The City Commission hereby delegates and authorizes the Department
77 Director to perform those functions necessary to properly conduct the
78 business of the Department in conformance with the policies, procedures,
79 and regulations set forth in this PPM-W manual, as well as under applicable
80 law and regulation. Such functions include, but are not limited to, the ability
81 to execute Standard Potable Water Development Agreements, Standard
82 Wastewater Development Agreements, indemnity agreements, easements,
83 deeds, liens, permits,
84 renewal agreements, permit agreements, and such other documents as are
85 necessary and ordinary for carrying out the day-to-day activities of the
86 Department. Lien satisfactions may be executed by the
87 Department Director or their designee. In addition, the City Manager, with the
88 concurrence of the City Attorney's Office, may enter into regulatory
89 resolution letter agreements with the Florida Department of Environmental
90 Protection (FDEP) to settle outstanding regulatory matters. The value of
91 agreements entered into pursuant to this delegation shall not exceed
92 twenty-five thousand
93 dollars (\$25,000) per agreement. The Department Director may also include
94 additional conditions in Standard Potable Water Development Agreements and
95 Standard Wastewater Development Agreements, provided they are of a
96 ministerial nature or are specifically authorized under the existing
97 provisions of the PPM-W. Authorized ministerial functions further include
98 interpretation of applicability and the ability to implement corrections to the
99 PPM-W and accompanying documents when minor in nature and not
100 otherwise legally requiring an action of the City Commissioners for
101 implementation. Consistent implementing procedures may also be adopted
102 by the Department without further approval.
103

104 1.7 Definitions.

105 **Act or The Act:** The Federal Water Pollution Control Act, also known as the Clean Water
106 Act, as amended, 33 U.S.C. 1251 et seq.
107

108 **Address:** The house number of a physical location of a specific property. This excludes
109 post office box numbers. If a lot number in a mobile home park or similar community is
110 used by the U.S. Postal Service to determine a delivery location, the lot number shall be
111 the property's address.

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Administrator: The administrator of the U.S. Environmental Protection Agency or his/her duly authorized representative.

Air-gap: The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood level rim of such vessel. An approved air-gap shall be at least double the diameter of the supply pipe; measured vertically, above the top of the rim of the vessel and, in no case, less than two inches.

Approval Authority: The Department of Environmental Protection or its successor agencies.

Approved: Accepted by the director of Water Utilities as meeting an applicable specification stated or cited in this section, or as suited for the proposed use.

ASTM - American Society for Testing and Materials.

Authorized Representative: A principal executive officer of at least the level of vice president if the industrial user is a corporation, a general partner or proprietor if the industrial user is a partnership or sole proprietorship, or an individual if such representative is responsible for the overall operation of the facility.

Auxiliary water supply: Any water supply on, or available to, the premises other than the purveyor's approved public potable water supply.

Backflow: The flow of water or other liquid, mixture or substance under pressure into the distributing pipes of a potable water supply system from any source or sources other than its intended source.

Backflow preventer: A device or means designated to prevent backflow or back-siphonage.

Back-Siphonage: The flow of water or other liquid, mixture or substance into the distributing pipes of a potable water supply stream from any source other than its intended source caused by the sudden reduction of pressure in the potable water supply system.

Biochemical Oxygen Demand (BOD): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C, expressed in milligrams per liter (mg/l).

Building: Any structure, either temporary or permanent, built for the support, shelter or enclosure of persons, chattels or property of any kind, or any other improvement, use, or structure which creates or increases the potential demand on the water and wastewater utility systems operated by the City of Lake Worth. This term shall include trailers,

158 mobile homes, or any vehicle serving in any way the function of a building. This term
159 shall not include temporary construction sheds or trailers erected to assist in construction
160 and maintained during the term of a Building Permit.

161
162 **Building Drain.** That part of the piping of a building which collects wastewater inside
163 the walls of the building and conveys it to outside the building wall.

164
165 **Building Official:** The chief building official designated by the City in the Department
166 of Community Sustainability.

167
168 **Building Permit:** An official document or certificate issued by the authority having
169 jurisdiction, authorizing the construction or siting of any building. For purposes of this
170 section, the term BUILDING PERMIT shall also include a tie-down permit for any
171 structure or building, such as a mobile home, that does not otherwise require a Building
172 Permit in order to be occupied.

173
174 **Building Sewer.** The extension from the building drain to the public sewer or other place
175 of disposal, also called house connection.

176
177 **Bulk Customers (Large Users):** Those public entities/utilities having individual
178 intergovernmental agreements with the city for treatment and disposal of wastewater.

179
180 **Bypass.** The intentional diversion of wastewater streams from any portion of an
181 industrial user's treatment facility.

182
183 **Categorical Industrial User.** An industrial user subject to categorical pretreatment
184 standards.

185
186 **Categorical Pretreatment Standard.** Any regulation containing pollutant discharge
187 limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33
188 U.S.C. 1317) which applies to a specific category of industrial users and which appear in
189 40 CFR Chapter I, Subchapter N, Parts 405-471, as amended.

190
191 **Categorical Pretreatment Standard or Categorical Standard:** Any regulation
192 containing pollutant discharge limits promulgated by the EPA in accordance with 33
193 U.S.C. 1317 which apply to a specific category of users and which appear in Rule 62-
194 660.400(1)(e), F.A.C.

195
196 **CFR:** Code of Federal Regulations.

197
198 **Chemical Oxygen Demand ("COD").** A measure of the oxygen equivalent of that
199 portion of the organic matter in a water sample that is susceptible to oxidation by a strong
200 chemical oxidant.

201
202 **City:** The City of Lake Worth, Florida, the City Commission, City Manager, or the duly
203 authorized staff, agent or the representative acting on behalf of the City Commission to

204 supervise and manage the operation of the publicly owned water and wastewater
205 facilities.

206
207 **COD:** Chemical Oxygen Demand.

208
209 **Collection System:** Wastewater lines and appurtenances, valves, manholes, pumping
210 stations, and the like, required to collect wastewater from its point of origin and transport
211 it for treatment and disposal.

212
213 **Commodity Charge:** A charge payable by a user based on water consumption.

214
215 **Consumer:** Any party, person, firm, corporation or association that receives and utilizes
216 potable water or wastewater service at a specific location.

217
218 **Contamination:** Any impairment of the quality of potable water by sewage, industrial
219 fluids, waste liquids, compounds, or other materials to a degree which creates a potential
220 actual hazard to the public health through poisoning or through the spread of disease.

221
222 **Control Authority:** The City of West Palm Beach as ECRWRF permit holder acting on
223 behalf of and as agent for the ECRWRF Board.

224
225 **Cooling Water:** The water discharged from a building subsequent to its use for purposes
226 connected with air conditioning, cooling, refrigeration, or for other purposes to which the
227 only pollutant added is heat.

228
229 **Cross-connection:** Any physical connection or arrangement of piping or fixtures
230 between two otherwise separate piping systems, one of which contains potable water and
231 the other nonpotable water or fluids of questionable safety, through which, or because of
232 which, backflow or back-siphonage may occur into the potable water system.

233
234 **Cross-Connection Control:** The installation of an approved backflow prevention device
235 at the water service connection to any customer's premises.

236
237 **Customer:** The person or entity responsible for payment for all potable water or
238 wastewater services used at a specific location, and further defined as that person who
239 has applied for and requested that services be made available at the specific location and
240 has agreed to pay for all usage of such services occurring at the location. The customer
241 and the consumer may be one and the same.

242
243 **Customer Service :** The office within the Electric Utility Department with responsibility
244 for Customer Service, billing and collection of water and sewer utility bills, in
245 conjunction with electric utility bills.

246
247 **Delinquent:** Monies and fees owed to the City, which remain unpaid 30 days after the
248 due date.

249

250 **DEP** - Florida Department of Environmental Protection.

251
252 **Department:** The Water and Sewer Utility Department within the City of Lake Worth,
253 Florida.

254
255 **Director:** The person designated by the city as the Director of the Water and Sewer
256 Utilities Department, whose job it is to supervise the operation of the publicly-owned
257 treatment works, or his/her duly authorized deputy, agent, or representative.

258
259 **Discharge:** Any spilling, leaking, pumping, emitting, emptying or dumping, which
260 causes the introduction of pollutants into a POTW from any nondomestic source
261 regulated under F.S. Ch. 403.

262
263 **District:** The South Florida Water Management District.

264
265 **Domestic Waste.** Any superfluous solid, liquid, or gaseous material derived principally
266 from the use of sanitary conveniences of residences (including apartments); wastewater
267 produced from a noncommercial or nonindustrial source.

268
269 **Domestic Wastewater:** A combination of water-carried wastes which shall not exceed
270 the following concentrations: 250 mg/l BOD, 250 mg/l TSS, 30 mg/l TKN and 15 mg/l
271 phosphorus.

272
273 **Double Check Valve Assembly:** An assembly of two (2) independently operating
274 approved check valves with tightly closing shutoff valves on each side of the check
275 valves, plus properly located test cocks for the testing of each check valve. The entire
276 assembly shall meet the design and performance specifications and approval of a
277 recognized and city-approved testing agency for backflow prevention devices. To be
278 approved, these must be readily accessible for in-line maintenance and testing.

279
280 **Easement:** A grant by the owner of land for a specific use of land by a person or persons,
281 or by the public generally. For the purposes of this chapter, easement means a grant of
282 land by a developer or other party, for the purpose of operating, managing and
283 construction of water and wastewater facilities.

284
285 **ECRWRF.** The East Central Regional Water Reclamation Facility.

286
287 **Effluent:** Wastewater or other liquid, partially or completely treated, or in its natural
288 state, flowing out of a point source, reservoir, basin, treatment plant, or industrial
289 treatment plant, or part thereof.

290
291 **Environmental Protection Agency (EPA):** The United States Environmental Protection
292 Agency or, where appropriate, the term may also be used as a designation for the
293 administrator or other duly authorized official of the agency, or designee of the agency,
294 including the Florida Department of Environmental Protection.

295

296 **EPA:** U.S. Environmental Protection Agency.

297

298 **Established:** Any lawn and landscaping which does not meet the definition of new as
299 defined in this section.

300

301 **Existing Source:** Any source of discharge, the construction or operation of which
302 commenced prior to the publication by EPA of proposed categorical pretreatment
303 standards, which will be applicable to such source if the standard is thereafter
304 promulgated in accordance with 33 U.S.C. 1317.

305

306 **FAC:** Florida Administrative Code.

307

308 **FBC:** Florida Building Code, in effect in Palm Beach County, Florida, as revised from
309 time to time.

310

311 **FDEP:** The State of Florida's Department of Environmental Protection or its successor
312 agency in function.

313

314 **Floatable Oil:** Oil, fat or grease in a physical state such that it will separate by gravity
315 from wastewater by treatment in an approved pretreatment facility.

316

317 **Flush Toilet:** The common sanitary flush commode in general use for the disposal of
318 human excrement.

319

320 **Force Main:** A pipe which carries sewage under pressure.

321

322 **Garbage:** Solid wastes from the domestic and commercial preparation, cooking and
323 dispensing of food, and from the handling, storage, and sale of produce.

324

325 **Grab Sample:** A sample which is taken from a waste stream on a one-time basis with no
326 regard to the flow in the waste stream and without consideration of time.

327

328 **Hazardous Substance:** A substance having radiological, chemical, physical or biological
329 properties that are or could be dangerous to plant, animal or human life, or real property.

330

331 **Health Officer:** The Palm Beach County Public Health Unit Director.

332

333 **Indirect Discharge:** The discharge or introduction of nondomestic pollutants from any
334 source into the municipal wastewater facilities as regulated under 33 U.S.C. 1317, as
335 amended from time to time.

336

337 **Industrial User:** A source of indirect discharge as regulated under 33 U.S.C. 1317, as
338 amended from time to time.

339

340 **Industrial Waste Surcharge:** The charge made for all wastewater over and above
341 normal wastewater charges.
342

343 **Industrial Wastes:** The liquid wastes discharged from industrial manufacturing
344 processes, trades, or businesses and having characteristics different from domestic
345 wastewater.
346

347 **Industrial Wastewater.** Food waste, other waste, or any superfluous solid, liquid, or
348 gaseous material resulting from manufacturing, industrial, or commercial processes, or
349 from natural resource development, recovery, or processing.
350

351 **Infiltration/Inflow:** Ground water and surface water which leaks into the sewers through
352 cracked pipes, joints, manholes or other openings.
353

354 **Instantaneous Maximum Allowable Discharge Limit:** The maximum concentration of
355 a pollutant allowed to be discharged at any time, determined from the analysis of any
356 discrete or composite sample collected, independent of the industrial flow rate and the
357 duration of the sampling event.
358

359 **Interference:** A discharge which, alone or in conjunction with a discharge or discharges
360 from other sources, both:
361

- 362 (1) Inhibits or disrupts the POTW, its treatment processes or operations, or its
363 domestic wastewater residuals processes, use or disposal; and
364
365 (2) Is a cause of a violation of any requirement of the POTW's permit (including an
366 increase in the magnitude or duration of a violation) or prevents use or disposal of
367 domestic wastewater residuals in compliance with local regulations or rules of
368 DEP and F.S. Ch. 403.
369

370 **Irrigation:** The outside watering of shrubbery, trees, lawns, grass, ground covers, vines,
371 gardens and other such flora, not intended for resale, which are planted and are situated in
372 such diverse locations as residential and recreation areas, cemeteries, public, commercial
373 and industrial establishments and public medians and rights-of-way.
374

375 **Irrigation System:** A permanent artificial watering system designed to transport and
376 distribute water to plants.
377

378 **Irrigation System Zone:** A division, area or region distinguished from adjacent parts by
379 distinctive features in an irrigation system.
380

381 **Landscaping:** Any combination of living plants (such as grass, ground cover, shrubs,
382 vines or trees) and nonliving material (such as rocks, pebbles, paving materials or
383 fences).
384

385 **Lawn(s):** A usually closely mown plot or area planted with grass or similar plants
386 surrounding a residence, commercial, public, industrial or institutional property.
387

388 **Lift Station:** A small wastewater pumping station that lifts the wastewater to a higher
389 elevation when the continuance of the sewer at reasonable slopes would involve
390 excessive depths of trench, or that raises wastewater from areas too low to drain into
391 available sewers.
392

393 **Low Volume Irrigation:** The use of equipment and devices specifically designed to
394 allow the volume of water delivered to be limited to a level consistent with the water
395 requirement of the plants being irrigated and designed to allow that water to be placed
396 with a high degree of efficiency within the root zone of the plant; and the low volume
397 irrigation of plants with one hose fitted with a self-canceling or automatic shutoff nozzle,
398 attended by one person.
399

400 **May:** A word that when utilized in this chapter has a permissive meaning.
401

402 **Medical Waste:** Isolation wastes, infectious agents, human blood and blood products,
403 pathological wastes, sharps, body parts, contaminated bedding, surgical wastes,
404 potentially contaminated laboratory wastes, and dialysis wastes.
405

406 **Meter Installation Charge:** The charge for the meter, meter installation, and necessary
407 inspections.
408

409 **Meter Tampering:** when any person shall willfully alter, injure, or knowingly suffer to
410 be injured any water meter, lock or other apparatus or device belonging to the city in such
411 a manner as to cause loss or damage or to prevent any such meter installed from
412 registering the quantity which otherwise would pass through the same; or to alter the
413 index or break the seal of any such meter; or in any way to hinder or interfere with the
414 proper action or just registration of any such meter or device or make or cause to be made
415 any connection of any pipe or appurtenance in such a manner as to use, without the
416 consent of the city, any water or wastewater utility service without such service being
417 reported for payment or such commodity passing through a meter provided by the city
418 and used for measuring and registering the quantity passing through the same.
419

420 **Meter Test Charge:** The charge imposed for the costs of determining the accuracy of the
421 meter.
422

423 **Mg/l** - Milligrams Per Liter.
424

425 **Month:** an interval between successive meter reading dates, which interval may be 30
426 days, more or less.
427

428 **Monthly Base Charge** The charge imposed for the availability of the utility from a
429 distribution line, and imposed to defray a portion of the capital costs of construction of
430 the system, maintenance, repairs, and administration.
431

432 **National Categorical Pretreatment Standard or Pretreatment Standard:** Any
433 regulation containing pollutant discharge limits promulgated by the EPA in accordance
434 with the Clean Water Act, as amended from time to time, being 33 U.S.C. 1251 et seq.
435

436 **Natural Outlet:** Any outlet into a watercourse, pond, ditch, lake or other body of surface
437 water or groundwater.
438

439 **National Pollution Discharge Elimination System or NPDES Permit:** A permit issued
440 to the city by the EPA pursuant to Section 402 of the Act (33 U.S.C. 1342).
441

442 **New:** Any lawn or landscaping which has been in existence in the same location for less
443 than 30 days.
444

445 **New Source:**

446
447 (1) Any building, structure, facility or installation from which there is or may be a
448 discharge, the construction of which commenced after the publication of proposed
449 pretreatment standards under 33 U.S.C. 1251 et seq., and which will be applicable
450 to such source if the standards are thereafter promulgated in accordance with that
451 section, provided that:

452
453 a. The building, structure, facility or installation is constructed at a site at
454 which no other source is located;

455
456 b. The building, structure, facility or installation totally replaces the process
457 or production equipment that causes the discharge of pollutants at an
458 existing source; or

459
460 c. The production or wastewater generating processes of the building,
461 structure, facility or installation are substantially independent of an
462 existing source at the same site. In determining whether these are
463 substantially independent, factors such as the extent to which the new
464 facility is integrated with the existing plant, and the extent to which the
465 new facility is engaged in the same general type of activity as the existing
466 source shall be considered.
467

468 (2) Construction of a new site at which an existing source is located results in a
469 modification rather than a new source if the construction does not create a new
470 building, structure, facility or installation meeting the criteria of (1)(b) or (1)(c)
471 above but otherwise alters, replaces, or adds to existing process or production
472 equipment.
473

474 (3) Construction of a new source, as defined in this chapter, has commenced if the
475 owner or operator has:

476
477 a. Begun, or caused to begin as part of a continuous on-site construction
478 program:

479
480 1. Any placement, assembly, or installation of facilities or equipment;
481 or

482
483 2. Significant site preparation work including clearing, excavation, or
484 removal of existing buildings, structures, or facilities which is
485 necessary for the placement, assembly, or installation of new
486 source facilities or equipment.

487
488 b. Entered into a binding contractual obligation for the purchase of facilities
489 or equipment which are intended to be used in its operation within a
490 reasonable time. Options to purchase or contracts which can be terminated
491 or modified without substantial loss, and contracts for feasibility,
492 engineering, and design studies do not constitute a contractual obligation
493 under this section.

494
495 **Noncontact Cooling Water:** Water used for cooling which does not come into direct
496 contact with any raw material, intermediate product, waste product, or finished product.

497
498 **Normal Wastewater:** Wastewater discharged into the sanitary sewers in which the
499 average concentration of total suspended solids and BOD is not more than 250 mg/l, total
500 phosphorus is not more than 15 mg/l, total Kjeldahl nitrogen is not more than 30 mg/l,
501 and total flow is not more than 25,000 gallons per day.

502
503 **NPDES** - National Pollutant Discharge Elimination System.

504
505 **Oil-Effluent Water Separator:** Any tank, box, sump or other container in which any
506 petroleum or product thereof, floating on or entrained or contained in water entering such
507 tank, box, sump or other container, is physically separated and removed from such water
508 prior to outfall, drainage or recovery of such water.

509
510 **Outfall:** The point, location or structure where wastewater or drainage discharges from a
511 sewer, drain or conduit into the receiving waters.

512
513 **Owner:** The person, firm, corporation, association, occupant or tenant having an interest,
514 whether legal or equitable, sole or only partial, in any premises which is, or is about to
515 be, supplied with water by the city and the word "owners" means all interested.

516
517 **Owner, Tenant or Consumer:** Includes executors, administrators, successors and
518 assigns of the party referred to in the covenants and agreements contained in any contract
519 between the water or sewer department and its consumers, and such agreements shall be

520 binding upon and inure to the benefit of the successors, heirs, executors, administrators or
521 assigns of such party. The consumer is considered the owner, as distinguished from a
522 tenant, when the property serviced is recorded or stands of record in his name.
523

524 **Pass-Through:** A discharge which exits the POTW into waters of the state or of the
525 United States in quantities or concentrations which, alone or in conjunction with a
526 discharge or discharges from other sources, is a cause of a violation of any requirement of
527 the POTWs permit (including an increase in the magnitude or duration of a violation).
528

529 **Pathogens:** Any organism capable of causing infection or disease, excluding total
530 coliforms (for such as, bacteria, viruses, protozoans, and the like).
531

532 **PBCDERM:** Palm Beach County Department of Environmental Resources Management.
533

534 **PBCPHU:** Palm Beach County Public Health Unit.
535

536 **Permit:** A permit, including a No Discharge (ND) permit, issued to a POTW in
537 accordance with Chapter 62-620, F.A.C.
538

539 **Person:** Any individual, partnership, co-partnership, firm, company, governmental entity
540 or any other legal entity, or their legal representatives, agents or assigns.
541

542 **pH:** The logarithm (base 10) of the reciprocal of the weight of hydrogen ions in grams
543 per liter of solution.
544

545 **Point Source:** A source generating a specific flow of wastewater which can be
546 categorically defined.
547

548 **Pollutant** Any dredged spoil, solid, incinerator residue, sewerage, garbage, sewage
549 sludge, munitions, chemical wastes, biological materials, radioactive materials, heat,
550 wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal or
551 agricultural wastes discharged into the surface waters or ground waters of the state.
552

553 **Pollution:** The presence of any foreign substance (organic, inorganic or biological) in
554 water which tends to degrade its quality so as to constitute a hazard or impair the
555 usefulness or quality of the water to a degree which does not create an actual hazard to
556 the public health but which does adversely and reasonably affect such waters for
557 domestic use.
558

559 **POTW-** Publicly Owned Treatment Works.
560

561 **PPM (Volume):** Parts per million by volume, or milligrams per liter.
562

563 **PPM (Weight):** Parts per million by weight or milligrams per kilogram.
564

565 **Premises** Each parcel of land having a building, a premises, or any connection to the
566 utility systems.

567
568 **Pressure-Type Vacuum Breaker:** An assembly used to isolate entire irrigation lines
569 from potable water systems. It has the ability to withstand supply pressure for long
570 periods and to prevent backflow of toxic and nontoxic water into the potable water
571 system in back-siphonage conditions. To be approved, these devices must be readily
572 accessible for in-line maintenance and testing.

573
574 **Pretreatment:** The reduction of the amount of pollutants, the elimination of pollutants,
575 or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of
576 discharging or otherwise introducing such pollutants into a POTW. The reduction or
577 alteration may be obtained by physical, chemical or biological processes, process changes
578 or by other means, except as prohibited by Rule 62-625.410(5), F.A.C. Appropriate
579 pretreatment technology includes control equipment, such as equalization tanks or
580 facilities for protection against surges or slug discharges that might interfere with or
581 otherwise be incompatible with the POTW. However, where wastewater from a regulated
582 process is mixed in an equalization facility with unregulated wastewater or with
583 wastewater from another regulated process, the effluent from the equalization facility
584 must meet an adjusted pretreatment limit calculated in accordance with Rule 62-
585 625.410(6), F.A.C.

586
587 **Pretreatment Program:** A program administered by a public utility that meets the
588 criteria established in Rule 62-625.500, F.A.C.

589
590 **Pretreatment Requirement:** Any substantive or procedural requirement related to
591 pretreatment, other than a pretreatment standard, imposed on an industrial user.

592
593 **Pretreatment Standard:** Any regulation containing pollutant discharge limits
594 promulgated by DEP under F.S. Ch. 403, which applies to industrial users. This term
595 includes prohibitive discharge limits established in rule 62-625.400, F.A.C.

596
597 **Private Sewage Disposal System:** Any individual on-site sewage treatment and disposal
598 system such as septic tanks, cesspools and similar facilities, but not including package
599 sewage treatment plants.

600
601 **Properly Shredded Garbage:** The wastes from the preparation, cooking, and dispensing
602 of food that have been shredded to such a degree that all articles will be carried freely
603 under the flow conditions normally prevailing in public sewers, with no particle greater
604 than one-half (1/2) inch (1.27 centimeters) in any dimension.

605
606 **Publicly Owned Treatment Works (POTW):** A treatment works which is owned in this
607 instance by the city. This definition includes any sewers that convey wastewater to the
608 treatment works, but does not include pipes, sewers or other conveyances not connected
609 to a facility providing treatment.

610

611 **Public Sewer:** A common sewer controlled by a governmental agency or public utility.

612

613 **Purveyor or Water Purveyor.** The owner or operator of the public potable water system
614 supplying an approved water supply to the public.

615

616 **RCRA** - Federal Resource Conservation and Recovery Act.

617

618 **Reclaimed Wastewater:** Wastewater that has received at least secondary treatment and
619 is reused after flowing out of a wastewater treatment facility.

620

621 **Reclaimed Water:** Wastewater effluent that has received at least secondary treatment
622 and is reused, after additional treatment including filtration and high level disinfection, in
623 accordance with Chapter 17-610, FAC, as amended, treatment criteria.

624

625 **Reduced Pressure Principle Device:** An assembly of two (2) independently operating
626 approved check valves with an automatically operating differential relief valve between
627 the two (2) check valves, tightly closing shutoff valves on either side of the check valves,
628 plus properly located test cocks for the testing of the check and relief valves. The entire
629 assembly shall meet the design and performance specifications and approval of a
630 recognized and city approved testing agency for backflow prevention assemblies.

631

632 **Removal:** A reduction in the amount of a pollutant in the POTW's effluent or alteration
633 of the nature of a pollutant during treatment at the POTW. The reduction or alteration can
634 be obtained by physical, chemical or biological means and may be the result of
635 specifically designed POTW capabilities or may be incidental to the operation of the
636 treatment system. Removal as used in this chapter shall not mean dilution of a pollutant
637 in the POTW.

638

639 **Replacement Irrigation System:** An irrigation system taking, filling the place, being or
640 providing a substitute for an established irrigation system.

641

642 **Retail Customers:** Those customers occupying any residential, commercial or industrial
643 facility within or outside the city, which is connected directly or indirectly to the city
644 sewage collection system and is charged in accordance with the rate schedule contained
645 herein.

646

647 **Sanitary Sewer:** A sewer that carries by gravity, or under pressure, liquid and water-
648 borne wastes from residences, commercial buildings, industrial plants, and other
649 institutions; and to which storm, surface waters, and ground waters are not intentionally
650 admitted.

651

652 **Seawater:** An aqueous solution with a chloride concentration equal to or greater than
653 19,000 mg/L.

654

655 **Septic Tank:** A subsurface impervious tank designed to temporarily retain sewage or
656 similar waterborne wastes together with:

- 657
- 658 (1) A sewer line constructed with solid pipe, with the joints sealed, connecting the
659 impervious tank with a plumbing stub out; and
 - 660
 - 661 (2) A subsurface system of piping to drain the clarified discharge from the tank and
662 distribute it underground to be absorbed or filtered.

663

664 **Service Line** The line on the premises, installed and maintained by user, connecting the
665 system to the premises.

666

667 **Sewage:** A combination of the water-carried wastes from residences, business buildings,
668 institutions and industrial establishments, together with such ground waters and surface
669 and stormwaters as may be unintentionally present.

670

671 **Sewage Treatment Plant:** All facilities for treatment and disposal of sewage.

672

673 **Sewage Works:** All facilities for collecting, pumping, treatment, and disposal of sewage.

674

675 **Sewer:** A pipe or conduit for carrying sewage.

676

677 **Sewer System:** All conduits and works operated by the city for the collection and
678 conveying of sanitary sewage from the pipe connection at the property line fronting the
679 individual properties to the point of final disposition thereof, and all equipment and
680 facilities used in connection therewith, including all pipelines, manholes, trunk lines,
681 pumping equipment, lift stations, purification and treatment facilities and works
682 whatsoever, real or personal, now or hereafter owned or used by the city in the operation
683 of the sewer system.

684

685 **Shall:** Always mandatory and not merely directory.

686

687 **Shall and Will:** Words that when utilized in this chapter have a mandatory meaning.

688

689 **SIC** - Standard Industrial Classification.

690

691 **Significant Industrial User:** Except as provided in (3) below, the following shall apply:

- 692
- 693 (1) All industrial users subject to categorical pretreatment standards under Rule 62-
694 625.410, F.A.C., and 40 CFR Chapter 1, Subchapter N, which has been adopted
695 by reference in Chapter 62-660, F.A.C.
 - 696
 - 697 (2) Any other industrial user that discharges an average of 25,000 gallons per day or
698 more of process wastewater to the POTW (excluding domestic wastewater,
699 noncontact cooling and boiler blowdown wastewater); contributes a process waste
700 stream which makes up 5 percent or more of the average dry weather hydraulic or

701 organic capacity of the treatment plant, or is designated as such by the control
702 authority on the basis that the industrial user has a reasonable potential for
703 adversely affecting the POTW's operation or for violating any pretreatment
704 standard or requirement in accordance with Rule 62-625.500(2)(e), F.A.C.
705

- 706 (3) Upon a finding that an industrial user meeting the criteria in subsection (2) above
707 has no reasonable potential for adversely affecting the POTW's operation or for
708 violating any pretreatment standard or requirement, the control authority may at
709 any time, on its own initiative or in response to a petition received from an
710 industrial user, and in accordance with Rule 62-625.500(2)(e), F.A.C., determine
711 that such industrial user is not a significant industrial user.
712

713 **Significant Violation:** A violation which remains uncorrected for 45 days after
714 notification of noncompliance, which is part of a pattern of noncompliance over a 12
715 month period; which involves a failure to accurately report noncompliance; or which
716 results in the POTW exercising its emergency authority to halt or eliminate immediately
717 a discharge.
718

719 **Slug:** Any discharge of water, sewage or industrial waste which in concentration of any
720 given constituent or in quantity of flow may cause upset of the POTW operation or
721 exceeds five times the average 24 hour concentration of flows during normal operation
722 for any period of duration longer than 15 minutes.
723

724 **Slug Discharge:** Any discharge of a nonroutine, episodic nature.
725

726 **SS** - Suspended Solids.
727

728 **Standard Industrial Classification (SIC):** A classification pursuant to the Standard
729 Industrial Classification Manual issued by the Executive Office of the President, Office
730 of Management and Budget, in 1972, as amended from time to time.
731

732 **Standard Methods or Standard Methods for the Examination of Water and**
733 **Wastewater:** According to the most recent edition, as published jointly by American
734 Public Health Association, the American Water Works Association, and the Water
735 Environment Federation.
736

737 **State:** The State of Florida or regulatory agency within the state government having
738 jurisdiction over a particular topic of concern.
739

740 **Storm Drain (sometimes termed Storm Sewer):** A sewer which carries storm and
741 surface waters and drainage but excludes sewage and industrial wastes, other than
742 unpolluted cooling water.
743

744 **Stormwater:** Waters from rainfall runoff. Stormwater specifically excludes sewage and
745 industrial wastes.

746 **Suspended Solids:** Total suspended matter that either floats on the surface of, or is in
747 suspension in, water, wastewater or other liquids, and that is removable by laboratory
748 filtering as prescribed in “Standard Methods for the Examination of Water and
749 Wastewater” and referred to as nonfilterable residue.

750
751 **Tap-In Charge** The charge imposed to defray the cost of making a service connection.

752
753 **Territory:** The service area supplied potable water by the city.

754
755 **TKN** - Total Kjeldahl Nitrogen.

756
757 **Toxic Pollutant:** Any pollutant or combination of pollutants listed as toxic in regulations
758 promulgated by the Administrator of the Environmental Protection Agency under the
759 provisions of the Clean Water Act, as amended from time to time, being 33 U.S.C. 1251
760 et seq.

761
762 **Treated effluent:** Water that has received at least secondary treatment and is reused after
763 flowing out of a wastewater treatment facility.

764
765 **Unusual:** Not ordinary, in most cases referring to greater than normal amounts of a
766 contaminant in the domestic wastewater.

767
768 **Upset:** An exceptional incident in which there is unintentional and temporary
769 noncompliance with categorical pretreatment standards because of factors beyond the
770 reasonable control of the industrial user.

771
772 **U.S.C.:** United States Code.

773
774 **User:** Any person who contributes, causes or permits the contribution of wastewater into
775 the POTW.

776
777 **Utilities:** Those services rendered by the city (i.e., electric, water, sewer, garbage, etc.)

778
779 **Utility Account:** A numbered record of debit and credit entries to cover transactions
780 pertaining to the billing of utilities.

781
782 **Wastewater:** A combination of the water-carried wastes from residences, business
783 buildings, institutions and industrial establishments, together with such ground, surface
784 and stormwaters as may be present.

785
786 **Wastewater Collection System** The City sewer facilities utilized to collect and transport
787 wastewater from the customer premises to the wastewater treatment facility.

788
789 **Wastewater, Domestic:** Wastewater discharged into the sanitary sewers in which the
790 average concentration of total suspended solids and BOD is not more than 400 mg/l, total

791 phosphorus is not more than 15 mg/l, total Kjeldahl nitrogen (TKN) is not more than 30
792 mg/l, COD is not more than 800 mg/l and TDS is not more than 2000 mg/l.

793
794 **Wastewater, Industrial:** The wastewater from industrial, commercial and other
795 establishments, as distinct from domestic wastes.

796
797 **Watercourse:** A channel in which a flow of water occurs, either continuously or
798 intermittently.

799
800 **Water Distribution System** The City water supply and distribution system.

801
802 **Water Meter:** A mechanical device designed to measure the flow of water to a specific
803 location. The water meter is owned and installed by the Department to measure water
804 consumption of the customer. Water meter readings are used as the basis for billing of
805 both water and sewer bills.

806
807
808 **Water, Nonpotable:** Water which is not safe for human consumption or which is of
809 questionable quality.

810
811 **Water, Potable:** Any water which, according to recognized standards, is safe for human
812 consumption.

813
814 **Water Resource:** Any and all water on or beneath the surface of the ground, including
815 natural or artificial water courses, lakes, ponds, or diffused surface water, and water
816 percolating, standing or flowing beneath the surface of the ground.

817
818 **Water Service:** That portion of the water distribution system designed to transport water
819 through pipes to serve a specific location, lot, plot or parcel of land.

820 **Water, Service Connections:** The terminal end of a service connection from the public
821 potable water system; that is, where the water purveyor loses jurisdiction and sanitary
822 control over the water at its point of delivery to the customer's water system. If a meter is
823 installed at the end of the service connection, the service connection: The downstream
824 end of the meter. There should be no unprotected takeoffs from the service line ahead of
825 any meter or backflow prevention device located at the point of delivery to the customer's
826 water system. "Service connection" shall also include water service connection from a
827 fire hydrant and all other temporary or emergency water service connections from the
828 public potable water system.

829
830 **Water Shortage Condition:** When sufficient water is not available to meet present or
831 anticipated needs of persons using the water resource, or when conditions are such as to
832 require temporary reduction in total water usage within a particular area to protect the
833 water resource from serious harm. A water shortage usually occurs due to drought.

834

835 **Water Shortage Emergency:** That situation when the powers which can be exercised
836 under Part II of Chapter 40E-21, Florida Administrative Code, are not sufficient to
837 protect the public health, safety or welfare, or the health of animals, fish or aquatic life, or
838 a public water supply, or commercial, industrial, agricultural, recreational or other
839 reasonable uses.
840

841 **Water System:** The entire system of production, treatment and distribution of water
842 throughout the city and its environs. The water system shall be considered as made up of
843 two (2) parts: The customer system and the utility system.
844

- 845 (1) The “customer system” shall include those parts of the facilities beyond the
846 termination of the utility distribution system which are utilized in conveying
847 utility-delivered domestic water to points of use.
848

849 The “utility system” shall consist of the source facilities and the distribution
850 system; and shall include all those facilities of the water system under the
851 complete control of the utility, up to the point where the customer's system begins
852 (meter). The “source” shall include all components of the facilities utilized in the
853 production, treatment, storage and delivery of water to the distribution system.
854 The “distribution system” shall include the network of piping used for the
855 delivery of water from the source to the customer's system.
856

857 **WPCF** - Water Pollution Control Federation.
858

859 **1.6**

860 **1.7 Compliance with Other Applicable Regulations Required.**

- 861 (a) The provisions of this chapter shall not be deemed as alleviating compliance with
862 applicable state, county and federal regulations.
863
864 (b) The city reserves the right to establish more stringent limitations or requirements if
865 deemed necessary to comply with the objectives presented herein.
866
867
868

869 **1.7 Service of Notice; Requirements.**

- 870 (a) Any notices, as prescribed herein, shall be deemed to have been properly served if left
871 upon the premises of the owner or if mailed to the owner, directed to, or left at his
872 address as shown on the city's utility account records.
873
874 (b) All notices of a general character, affecting or likely to affect more than one owner, if
875 required by these rules to be given, shall be deemed to have been properly given or
876 served if advertised at least once in one of the weekly newspapers.
877
878

879 **1.8 Protection of City Property.**

880

881 It shall be the consumer's responsibility to properly protect the city's property on the consumer's
882 premises or easement. In the event of any loss or damage to property of the city caused by or
883 arising out of carelessness, neglect or misuse by the consumer, the cost of replacing the property
884 or repairing the damage shall be paid by the consumer.

885

886 **1.9 City not Liable for Failure of Service.**

887

888 The city will at all times use reasonable diligence to provide continuous service and having used
889 due diligence shall not be liable to the consumer for complete or partial failure or interruption of
890 service, or for fluctuations in pressure, resulting from causes beyond its control, or through the
891 ordinary negligence of its employees, servants, or agents, nor shall the city be liable for the direct
892 or indirect consequences of interruptions or curtailments made in accordance with the provisions
893 of any of its rate schedules. The city shall not be liable for any act or omission caused directly or
894 indirectly by strikes, labor troubles, accidents, litigation, shutdowns or repairs or adjustments,
895 interference by federal, state, or municipal governments, acts of God, for any damage resulting
896 from the bursting of any main, service pipe, from the shutting off for repairs, extensions or
897 connections, or for the accidental failure of supply from any cause whatsoever. In case of
898 emergency the city shall have the right to restrict the use of utilities in any reasonable manner for
899 the protection of the public, the city and its utilities.

900

901 **1.10 Consumers to Grant Easements, Etc.; Access to Premises by City Employees.**

902

903 (a) The consumer shall grant or cause to be granted to the city without cost all rights,
904 easements, permits, and privileges which are necessary for the rendering of service.
905 Employees of the city, agents and contractors of the city under the city's direction shall
906 have safe access at all reasonable hours to the premises of the consumer for the purpose
907 of reading meters, installing, inspecting, repairing or removing any of its properties, or
908 for any purpose incidental to the rendering of the service. Access shall be granted at all
909 times for emergency purposes. Safe access means physical access free from interference
910 of any kind including but not limited to pets or other animals, fences or landscaping.

911

912 (b) If such access is precluded or denied due to locked gates or fences, animals, shrubbery, or
913 the city is otherwise temporarily prevented access, the city may estimate the consumer's
914 consumption on the basis of previous consumption or any other method in accordance
915 with generally accepted utility practices which produces a reasonable estimate of
916 consumption during the relevant period. Any difference between the estimated
917 consumption and the actual consumption will be adjusted through subsequent readings.
918 Where it has been necessary to estimate the consumer's consumption, the combined
919 monthly statement shall carry appropriate notice to that effect.

920

921 (c) If such access is precluded or denied due to locked gates or fences, animals, shrubbery, or
922 the city is otherwise temporarily prevented access for purposes of maintenance, repair or
923 rehabilitation of existing facilities, the City may, after verbal or written notice is provided
924 at the property, enter the property as required to perform the maintenance, repair or
925 rehabilitation of facilities. The customer shall be responsible for removal or modification
926 of facilities to provide the City necessary access for such purposes.

927

928 (d) If the meter is inaccessible for two consecutive months the consumer will be notified that
929 access must be made available to the city during the next regular meter reading cycle. If
930 the meter is inaccessible to the meter reader at the time of the next regular meter reading,
931 the consumer must call the city as specified in the notice to make special arrangements
932 for a city representative to gain access to the meter for the purpose of reading and
933 inspecting the meter. In addition to the special arrangements for access the city may
934 require, at its option, either

935

936 (1) Relocation of the Meter to an Accessible Location.

937

938 (2) Installation and Use of a Remote Metering Device.

939

940 The cost of the meter relocation may be borne by the customer. Failure to arrange such
941 access or to pay for the meter relocation will result in the initiation of termination of
942 service. a

943

944 (e) A charge in accordance with the fee schedule will be assessed for each specially arranged
945 visit. No additional charge will be assessed if the meter is made accessible for the regular
946 meter reading cycle.

947

948 (f) Subsections (b) and (d) of this section shall not be applicable to any consumer's account
949 if the meter is found to have been tampered with as prohibited in this chapter.

950

951 **1.11 Receiving Service Without Paying for Same.**

952

953 It shall be unlawful for any person or consumer to receive or attempt to receive, except in the
954 manner expressly authorized, utility service from the city without paying the required rates and
955 charges.

956

957

958 **CHAPTER 2: EXTENSIONS, REPLACEMENTS AND ADDITIONS**

959

960 **2.1 System to Conform to City Requirements**

961

962 All persons desiring to have designed and constructed an extension to the water supply system,
963 or sewage collection system to serve a subdivision, lot or parcel and to have said system included
964 in the system of the city must comply in every and all respects with the provisions of this
965 chapter, hereinafter set forth.

966

967 **2.2 Connections to Water, or Sanitary Sewerage System**

968

969 All connections to active water or sanitary sewer facilities shall be made in accordance with the
970 applicable Municipal Code. All connections to the water system which are 2 inches or smaller
971 shall be made by the City or its agents. All private water fire lines or sanitary sewer laterals
972 intended to be connected to the City Water or Sewer Systems respectively, shall not be

973 constructed without a written permit issued by the building official with endorsement from the
974 Water and Sewer Utility Department. All connections made by private entities in accordance
975 with a City permit shall be made by contractors approved by the Department.
976

977 **2.3 Site Plan Review and Inspection of Projects Requiring FDEP or PBCPHU Permits.**
978

979 For each project requiring a permit issued by the Florida Department of Environmental
980 Protection or the Palm Beach County Public Health Unit, and also requiring city approval in
981 connection therewith, there is hereby fixed a service charge for the review of plans and
982 inspection of the site. Such water and sewer utility site plan review service charge shall be in
983 accordance with the latest fees and charges approved by resolution of the City Commission; and
984 shall be paid in full prior to the city's approving the permit applications.
985

986 **2.4 Plans and Specifications to be Approved by City Officers.**
987

988 No service shall be rendered by the city to any consumer at any premises until such time as the
989 appropriate building official, or his/her designee, shall have approved the premises for services
990 as follows:
991

- 992 (a) Water/Sewer service. Approval of a dwelling or premises for service must be obtained
993 from the appropriate city building or water utility official.
994

995 Copy of Approval. Each applicant for service must submit a copy of the approval where
996 required as part of the application for service.
997

998 **2.5 Construction Standards.**
999

- 1000 (a) All construction, repairs and restoration activity within City rights-of-way shall conform
1001 to the technical standards and specifications as contained in the Florida Department of
1002 Transportation Roadway Design and Construction. latest edition and minimum street
1003 requirements in City Code. Any deviation from the Florida Department of Transportation
1004 manual or City Code must be approved by the Public Services Director prior to any work
1005 being performed.
1006 (b) All water and sewer system improvements shall be constructed in accordance with the
1007 City Design Standards attached and made part of this PPM-W manual. Where City
1008 Standards are not applicable, improvements shall be made to the latest version of the
1009 Palm Beach County Water Utilities Department Uniform Policies and Procedures
1010 Manual, Chapter 4: Minimum Design and Construction Standards.
1011 (c) All construction on private property shall be constructed in accordance with the City's
1012 Land Development Regulations and the Florida Building Code, latest issue.
1013

1014 **2.6 Water Improvements for New Subdivisions**
1015

1016 The design, construction and payment for all water and sewer improvements to provide service
1017 shall be in accordance with the following:
1018

- 1019 (a) In the case of a system to serve a subdivision, the developer must first submit to the City
1020 a preliminary plat showing all details of the topography thereon.
1021
- 1022 (b) In the case of a system to serve an existing lot or parcel for which a subdivision plat is
1023 not required, the developer must submit a preliminary site plan showing the
1024 improvements proposed and all details of the topography thereon.
1025
- 1026 (c) Upon receipt of said preliminary subdivision plat or site plan, the Utility will, after
1027 reasonable time for study thereof, advise the developer as to the availability of a water
1028 main. If the developer desires to proceed with providing water to his property, he shall
1029 submit a written application to the city notifying the City and informing the City of the
1030 licensed engineering firm that will handle the design and construction of said water
1031 improvements.
1032
- 1033 (d) The applicant shall be responsible for the total cost of construction of said improvement,
1034 which consent shall be evidenced by the applicant's depositing of a construction bond in
1035 accordance with the right-of-way permitting requirements in this chapter.
1036
- 1037 (e) Fire Hydrants.
- 1038
- 1039 (1) All water main extensions in City streets or rights-of-way shall be sized to
1040 provide for adequate fire flow from hydrants located on the main extension.
1041
- 1042 (2) All fire hydrants shall be conveyed to the city as part of the approved instrument
1043 of dedication; and all costs of, maintenance and operation of fire hydrants, after
1044 acceptance of such dedication, shall be the responsibility of the city.
1045
- 1046 (3) Each hydrant shall be capable of delivering not less than 1000 gpm with a residual
1047 pressure of not less than 20 psi.
1048
- 1049 (4) Fire hydrant branches (from main to hydrant) will be not less than six inches in
1050 diameter and as short as possible with a maximum of 300 feet. Each branch will
1051 be individually gate valved.
1052
- 1053 (f) The applicant shall bear all costs for the acquisition of any easements that the city shall
1054 deem necessary to furnish the service requested by applicant.
1055
- 1056 (g) The developer will have constructed the required improvements consistent with plans and
1057 specifications approved by the city.
1058
- 1059 (h) Upon completion of the project the applicant shall convey to the city the improvements
1060 and any appurtenances thereto by an appropriate instrument recordable in the public
1061 records of Palm Beach County. The city shall have the responsibility of maintaining
1062 every facility constructed and installed under these provisions.
1063

1064 **2.7 Nonconforming System Not to be Connected**

1065
1066 All developers desiring to have designed and constructed a water supply system in any
1067 subdivision, lot or parcel and not complying in every respect with the terms of this chapter shall
1068 not be allowed to connect said water supply system.

1070 **2.8 Water and Sewer Service Line Specifications**

1071
1072 Service line size and material type located on the customer's property shall be determined under
1073 the purview and approval of the Plumbing Inspector in the City's Building Division. Service line
1074 size and material type for service lines in City rights-of-way or utility easements shall be
1075 determined by the Director.

1077 **2.9 Easements and Rights-of-Way**

1078
1079 The owner/developer has sole responsibility for providing all necessary utility easements to the
1080 City. These easements must be provided with the current record property owner(s) as Grantor
1081 and the City as Grantee. An easement survey plat is required to describe the easement area and
1082 physical elements being conveyed.

1084 **2.10 Private Fire Lines**

1085
1086 (a) The property owner shall be responsible for installation up to the approved water source,
1087 and installation and maintenance of the fire line on owner's property shall be subject to
1088 inspection by the city. The property owner shall incur all costs related to installation of
1089 said fire line, including repair of sidewalks, streets, driveways, swale areas and the like.

1091 (b) Owner/Contractor shall abide by requirements and specifications set forth by the city.
1092 Including, but not limited to the following conditions:

1093
1094 (1) Use for Fire Purposes Only. Except for extinguishing fires or testing fire
1095 equipment, no branch connection will be made on, or water taken from, a private
1096 fire service or a public or private fire hydrant without written permission from the
1097 Water Utilities Director.

1098
1099 (2) Fire services and automatic fire sprinkler systems (including residential) will be
1100 designed and installed in accordance with the provisions of the National Fire
1101 Protection Association (NFPA) Code and other applicable codes, including proper
1102 backflow protection, and will require separate fire and domestic service lines.

1103
1104 (3) Domestic water use may include residential life safety automatic sprinkler
1105 systems to one- and two-family dwelling units in accordance with the provisions
1106 of the National Fire Protection Association (NFPA) Code Section 13D, "Sprinkler
1107 Systems for One- and Two-Family Dwellings and Mobile Homes." The entire
1108 service will be metered. The meter will be sized for the minimum allowable flow
1109 demand per NFPA 13D. The water service will not be a fire service.

- 1110
1111 (4) All sprinkler systems and private fire services will be metered or equipped with a
1112 double detector check valve assembly or reduced pressure detector assembly with
1113 metered bypass. The type of meter will be determined by the Water Utility. A
1114 reduced pressure principle backflow preventer (BFP) must be installed on all new
1115 service lines to fire sprinkler systems with a Siamese connection.
1116
1117 (5) Because of the danger of pollution, the fire line shall have no connection with any
1118 other source of supply with the exception in the case of a tank or fire pump
1119 installed as part of the fire system.
1120
1121 (6) Double Detector Check. At the time of installation of the fire line, a double
1122 detector check assembly shall be installed by the property owner at the location
1123 designated by the city. There shall be at a minimum an assembly installed at each
1124 connection to the city's system to prevent water from the fire system running back
1125 into the city mains. Said double detector check shall be satisfactory to the
1126 insurance companies, and also to the city; said double detector check shall be
1127 fitted with a by-pass, on which shall be set a meter, the purpose of which shall be
1128 to indicate whether or not water is being used through this connection and for the
1129 further purpose of showing any leakage, if same exists.
1130
1131 (7) Property owners with private fire service lines located outside the corporate limits
1132 of Lake Worth shall comply in all respects with the requirements in this chapter.
1133

1134 **2.11 City Expansion of Potable Water Service**

1135
1136 It is the intent of the City to provide potable water service to all properties located within the
1137 City and the potable water service area outside the City, as far as practical and effective to do so.
1138 The Director, or his/her designee may establish plans for expansion of the water facilities within
1139 the City limits. The Water Utility shall be responsible for the design and construction of such
1140 improvements. Reimbursement of costs for such improvements shall be incorporated into the
1141 water connection fees for new connections served by such improvements, based on the length of
1142 piping extension constructed within the last three years to provide the connection.
1143

1144 The City may use special assessments, governed by City ordinance, to extend water service
1145 within its service areas both inside and outside the City.
1146
1147

1148 **CHAPTER 3: SEWER CONNECTIONS**

1149 **3.1 City Expansion of Sewer Service**

1150
1151
1152 It is the intent of the City to provide sewer service to all properties located within the City and
1153 the sewer service area outside the City, as far as practical and effective to do so.
1154 The Director, or his/her designee may establish plans for expansion of the sewer facilities within
1155 the City limits. The Water Utility shall be responsible for the design and construction of such

1156 improvements. Reimbursement of costs for such improvements shall be incorporated into the
1157 sewer connection fees for new connections served by such improvements, based on the length of
1158 piping extension constructed within the last three years to provide the connection.
1159

1160 The City may use special assessments, governed by City ordinance, to extend sewer service
1161 within its service areas both inside and outside the City.
1162
1163

1164 **3.1 Gravity Main Extension** 1165

1166 Where gravity mains are required to be constructed by the developer to extend wastewater
1167 service to a lot or development, which does not have an existing building, the property owner for
1168 properties receiving such wastewater service shall pay all costs associated with the gravity main
1169 needed to support the project. Sizing and routing of the gravity main will be determined by the
1170 city.
1171

1172 **3.2 Pump Station Construction** 1173

1174 Where a pumping station is constructed by the developer to receive the gravity wastewater flow
1175 from a development, the developer shall either provide a City lift station or a private lift station
1176 for such purpose.
1177

1178 If the developer provides a City lift station, the design and construction of the pumping station
1179 shall be in accordance with city standards. The developer shall donate the pumping station to the
1180 city and pay all costs associated with pump station design and construction required to serve the
1181 proposed development including all future phases. The city may elect to pay oversizing costs, if
1182 required, to serve existing or future customers outside of the proposed development.
1183

1184 If the developer provides a private pumping station, the station shall be designed by a licensed
1185 professional engineer to be suitable for the service and shall be in accordance with the
1186 requirements of the PBCHU and FDEP. The developer shall provide the City with suitable
1187 assurances that the property owner will operate and maintain the pumping station for the life of
1188 the collection system at their expense.
1189

1190 **3.3 Force Main Extension** 1191

1192 Where force mains are constructed by the developer to extend wastewater service to a lot or
1193 development, the applicant for such wastewater service shall pay all costs associated with the
1194 force main needed to support the project. Sizing and routing of the force main will be determined
1195 by the city.
1196

1197 **3.4 Service Line Clean-Out.** 1198

1199 (a) A clean-out for the servicing of sewer systems attached to improvements on private
1200 property shall be located on such private property at the edge of such property line. The

1201 top of such clean-out section housing the sealed opening shall be brought to, but not
1202 above, grade level.

1203
1204 (b) This section shall apply only to new sewer connections being placed onto any private
1205 property subsequent to the approval of these policies and procedures by resolution of the
1206 City Commission.

1207
1208 **3.5 PBCPHU and FDEP Permits**

1209
1210 Before commencement of construction of a sewage disposal system, the owner /developer shall
1211 first obtain a written permit issued by the PBCPHU and/or FDEP as required.

1212
1213 (a) A permit for a private sewage disposal system shall not become effective until the
1214 installation is completed to the satisfaction of the PBCPHU. The PBCPHU shall be
1215 allowed to inspect the work at any stage of construction and, in any event, the applicant
1216 for the permit shall notify the PBCPHU when the work is ready for final inspection and
1217 before any underground portions are covered.

1218
1219 **3.6 Private Sewage Disposal.**

1220
1221 (a) Where a public sanitary sewer is not available, the building sewer shall be connected to a
1222 private sewage disposal system complying with the provisions of this section.

1223
1224 (b) The type, capacities, location and layout of a private sewage disposal system shall
1225 comply with all recommendations of the PBCPHU and the agency of the state having
1226 jurisdiction. No septic tank shall be permitted to discharge to any public sewer or natural
1227 outlet.

1228
1229 (c) At such time as a public sewer becomes available to a property served by a private
1230 sewage disposal system, as provided in subsection (B)(5) above, a direct connection shall
1231 be made to the public sewer within 180 days after date of official notice by the city to do
1232 so in compliance with this chapter, and any septic tanks, cesspools, and similar private
1233 sewage disposal facilities shall be abandoned and filled with suitable material, as outlined
1234 in Chapter 64E-6, F.A.C.

1235
1236 (d) The owner shall operate and maintain the private sewage disposal facilities in a sanitary
1237 manner at all times, at no expense to the city.

1238
1239 (e) Any premises that has a septic tank, privy or any other sewage, industrial waste, or liquid
1240 waste disposal system, located thereon that does not function in a sanitary manner shall
1241 be corrected within 90 days from the receipt of written notification from the PBCPHU or
1242 the City, that the system is not functioning in a sanitary manner, and order that the system
1243 be corrected.

1244
1245 (f) No statement contained in this section shall be construed to interfere with any additional
1246 requirements that may be imposed by the PBCPHU or the City Commission.

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- (g) Failure of the property owner to correct private sewage disposal facilities within 90 days of such notice, shall constitute a public health hazard, which may result in the City refusing sewer service, or conducting repairs, which shall be charged to the property owner as part of the local sewer bill.

3.7 Construction and Permitting of Building Sewers.

- (a) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City Building Division, with approval of the Director.
- (b) It shall be unlawful to commence work on any building or premises on which plumbing is required or is to be installed; perform any work covered by the FBC, including but not limited to the excavation or obstruction of any public or private street, alley or other thoroughfare for the purpose of installing plumbing, sewer work or connection to the POTW or appurtenance thereof, commence the construction, reconstruction, alteration, repair and/or remodeling of any plumbing, sewer or liquid waste treatment system, without first having obtained a permit from the building official as required by the FBC, and this chapter. No sewage collection system intended to convey flow to the POTW shall be permitted without prior approval of the Director.
- (c) Plans and specifications for building sewers and connections shall be submitted to the building official for approval by the Director prior to the issuance of a city permit.
- (d) House sewers from buildings shall be connected to the public sewers only at such service connection as may be designated in the permit. The work of connecting existing sewers to city sewers in conformance with plans filed in accordance with the terms of this chapter must be performed by a duly licensed master plumber. No person other than designated city employees or a duly licensed master plumber shall tap, cut into, or break open any public sewer mains or lines, unless approved by the Director in writing.
- (e) All costs and expenses incidental to the installation of connection of the building sewer shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer and connection.
- (f) Existing building sewers may be used in connection with new buildings sewers only when they are found on examination and test by the building official, to conform in all respects to the requirements governing new building sewers as outlined in Chapter 29 of the FBC in effect in Palm Beach County, Florida, as revised from time to time.
- (g) No person shall connect roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to the POTW.

- 1293 (h) The applicant for a building sewer permit shall notify the Building Department when the
1294 building sewer is ready for inspection and connection to the public sewer. The connection
1295 and testing shall be made under the inspection of the Building Official or his
1296 representative, for connection to a lateral at the property lines or the Water Utility
1297 Department for connection within a public right-of-way or easement.
1298
- 1299 (i) All excavations for building sewer installations shall be adequately guarded with
1300 barricades and lights in compliance with all OSHA requirements so as to protect the
1301 workers and the public from hazard. Streets, sidewalks, parkways and other public
1302 property disturbed in the course of the work shall be restored in a manner satisfactory to
1303 the city.
1304
- 1305 (j) The connection to the building sewer into the public sewer shall conform to the
1306 requirements of the FBC or other applicable rules and regulations of the Water Utilities
1307 Department. All such connections shall be made gas-tight and water-tight and verified by
1308 the proper testing.
1309
- 1310 (k) If sewers are not available for connection because of insufficient capacity, the city, at the
1311 customer request or by own choice, may upgrade the system when and if such upgrade is
1312 not detrimental to the system. The City shall then require the customer to connect to the
1313 sewer system. The customer shall pay the city for required connection fees to reimburse
1314 the city for costs incurred to make sewers available to him.
1315
- 1316 (l) On completion of any construction for building sewers and connections licensed under
1317 this chapter, as-built drawings signed by a professional engineer or land surveyor
1318 registered in the state shall be submitted to the BCDNRP and to the city. Certificates of
1319 occupancy for any structure built under the provisions of this chapter or for structures
1320 connecting to a sewer collection/transmission system built under the provisions of this
1321 chapter shall not be issued by the city until notified by the Director or designee that said
1322 structure and/or sewer as-built drawings have been reviewed and the project approved.
1323

1324 **3.8 Sewer Charges to be Levied.**

1325

1326 Sewer charges shall be levied on all water meters where sewer is available unless one of the
1327 following conditions exists:
1328

- 1329 (a) Irrigation only meter is installed to monitor and manage use of water for irrigation
1330 purposes. This provision only applies to those irrigation systems when it can be shown
1331 and verified to the Director or designee's satisfaction that the system is separate and
1332 distinct from the potable water supply.
1333
- 1334 (b) Process water only meter is installed to monitor and manage use of water for process
1335 water that does not enter the sanitary sewer system. This provision only applies to those
1336 process water systems when it can be shown and verified to the Director or designee's
1337 satisfaction that the system is separate and distinct from the potable water supply.
1338

1339 (c) Fire lines that are separate from domestic water supply and have their own meter as
1340 approved by the Director or designee.
1341

1342 **3.9 Building Sewers and Connections, Maintenance by Owner.**
1343

1344 (a) The owner shall be responsible to maintain, repair, and replace, as necessary all sewer
1345 laterals and appurtenances serving the owner's property, and which are not located within
1346 the city rights-of-way. The clearing of any blockages within the sewer lateral is included
1347 within this obligation.
1348

1349 (1) A sewer lateral is that portion of sewer pipe, which connects a structure to a
1350 sewer main. Appurtenances to the sewer lateral include, but are not limited to the
1351 fitting to which the owner's plumbing is connected, the clean-out and plug, and
1352 any markings or devices installed as an aid to locating the service connection.
1353

1354 (2) Except as provided in this section, any portion of the sewer lateral located within
1355 the city rights-of-way, once accepted by the city, is the responsibility of the city.
1356 All other portions of the sewer lateral are the responsibility of the property owner.
1357

1358 (3) No modification, repair or replacement of a sewer lateral within the public right-
1359 of-way shall be performed without the written consent of the city Water Utility
1360 department.
1361

1362 (4) Nothing herein shall be construed to prohibit the city from performing any repairs
1363 or replacement of sewer laterals in the public rights-of-way.
1364

1365 (5) The city shall not be responsible for, nor will the city provide reimbursement for
1366 claims of costs incurred by property owners to clear blockages to any sewer
1367 lateral, including any and all damage within the residence or structure, without a
1368 written agreement, entered into prior to the commencement of any work on the
1369 sewer lateral.
1370

1371 (6) In the event of an emergency and in order to protect the public health and safety,
1372 the city may perform repairs to the sewer lateral on private property. Wherever
1373 possible, the city shall, at a minimum, make reasonable attempts to notify the
1374 property owner of the need for repairs to the sewer lateral.
1375

1376 (b) If a sewer connection permits entrance of infiltration or inflow, the Water Utilities
1377 Department shall require the customer to repair the sewer at the customer's expense
1378 within 90 days. The City may charge the owner a sewer surcharge that reflects the
1379 additional cost of sewage treatment from the owner's property; and/or require the owner
1380 to disconnect his sewer from the city's sewer system.
1381

1382 **CHAPTER 4: APPLICATION FOR SERVICE AND BILLING**
1383

1384 **4.1 Purpose and Policy.**

1385
1386 To enact a uniform policy for water and sewer utility service applications, utility service security
1387 deposits, application of security deposits toward payment of delinquent utility bills, and refund
1388 of security deposits. The Department works with and uses the Customer Service office within
1389 the Electric Utility Department for customer service, billing, water meter reading, revenue
1390 collection and revenue protection functions. These functions shall be governed by the policies
1391 and procedures of the Electric Utility Department, as supplemented herein. Where there is any
1392 conflict with procedures established by the Electric Utility Department, their procedures shall
1393 govern.

1394
1395 **4.2 Free Service Prohibited**

1396
1397 There shall be no free services rendered by the water and wastewater utility systems and all users
1398 of the services and facilities shall pay for the use of such services and facilities at the established
1399 rates, unless rates are established by a separate municipal interlocal agreement approved by the
1400 Commission.

1401
1402 **4.3 Application for Service**

1403
1404 (a) All applications for water, and/or sewer service must be made at the Electric Utility
1405 customer service office, in writing, by completing the duly adopted utility service
1406 application form as provided by the City.

1407
1408 **4.4 Owner of Premises Responsible for All Acts**

1409
1410 (a) Each and every owner will be held fully responsible and liable by and to the city for all
1411 that is done or omitted on, in or about premises by any agent or tenant or other persons
1412 not in the employ of the city, who may gain access thereto.
1413
1414 (b) The tenant in or upon any premises of any owner, shall at all times and for all purposes
1415 connected with or arising from the city's utility services to and for such premises except
1416 the making of the original application for service connections and contract, be taken and
1417 construed to be the properly constituted agent of the owner.

1418
1419
1420 **4.5 Change of Ownership or Occupancy of Premises**

1421
1422 (a) In the event of any change in ownership or occupancy of any premises connected to the
1423 system, it is the responsibility of the current customer to close the utility account and the
1424 responsibility of the new customer to apply for new service. In addition to applying for
1425 new service, the new owner or tenant is required to provide proof of occupancy, such as a
1426 closing statement or deed for ownership, or a copy of a lease for tenancy, to establish the
1427 exact date of ownership or tenancy change. The current owner or tenant is responsible for
1428 all utility charges on the account up to the date of the ownership or tenancy change, and
1429 the new owner or tenant is responsible for all utility charges thereafter.

1430

1431 (b) When a customer vacates or sells property, leaving an unpaid bill, the city may refuse any
1432 service the same customer may be using or intends to use in the future, until the original
1433 delinquent account is paid in full, regardless of whether the other accounts of the
1434 customer are in good standing.
1435

1436 **4.6 Classification of Combined Accounts:**
1437

1438 Accounts that contain both residential and nonresidential facilities served through a common
1439 meter may be treated as either residential or nonresidential, whichever method of computation
1440 results in the largest number of equivalent living units.
1441

1442 **4.7 Authority to Determine Type of Service;**
1443

1444 The Director, or designee shall have the authority to determine the location and type of service to
1445 be rendered to each Consumer.
1446

1447 **4.8 Bill Payment**
1448

1449 (a) Payment of all bills and accounts of the city for utilities service shall be made at the
1450 Electric Utility Customer Service Office, or at any other approved city facility, or by
1451 utilizing any other payment method, electronic or otherwise, approved by the city.
1452
1453

1454 **4.9 Application to Become Binding Contract upon Installation of Service**
1455

1456 (a) Effective when Installation Complete.
1457

1458 (1) The application becomes a binding contract upon both the owner and the city
1459 when the service connection for water and sewer utility services applied for has
1460 been installed and completed.
1461

1462 (2) It is the property owner's responsibility to maintain their side of the service. It is
1463 the city's responsibility to maintain the service from the adjacent public right-of-
1464 way to point of demarcation. Points of demarcation are as follows:
1465

1466 a. For potable water supply the demarcation point is the water meter.
1467

1468 b. For fire lines the demarcation point is the valve at the property line.
1469

1470 c. For sewer service lines the demarcation point is the property line, or the
1471 cleanout at the property line, where applicable.
1472

1473 (b) Term of Contract for Service. All contracts for service shall expire at the end of the next
1474 succeeding calendar month from date of application, but all contracts shall continue in
1475 force by renewal without act or notice from either party to the other, from month to
1476 month unless ten days' notice in writing is given by either party to the other of a desire to

1477 terminate the contract at the expiration of the then calendar month, and the charging for
1478 and payment of water rates in any manner, and at any interval or period, shall not be
1479 construed as altering the period of the contract or any renewal thereof under this rule.
1480

1481 (c) Rates for Service and Rules to be Part of Contract for Service. All of the foregoing rates
1482 and rules shall be considered and taken to be a part of the contract, so far as the same may
1483 be applicable to the class of service covered by and included in such contract, with every
1484 owner or consumer who shall make application for the service of the city or whose
1485 premises are furnished with, or are connected to the system of the city for such service,
1486 and every such owner shall be considered as having, and be taken and construed to have
1487 expressed his consent to be bound thereby whenever application service is made, or so
1488 long as the premises of any such owner are furnished with, or are connected to the system
1489 of the city for such service.
1490

1491 (d) Authority and Grounds for Disconnection of Service. All contracts shall be subject to
1492 cancellation and service there under discontinued by the city, for the following reasons:
1493

1494 (1) For misrepresentations or concealment in the application as to the premises or
1495 fixtures to be furnished with water supply service, or the use to be made of such
1496 service.
1497

1498 (2) For refusal or neglect to make any advance payment, if such is required by the
1499 city, or for refusal or neglect to comply with any requirements of the city as to
1500 meter service connection maintenance, alteration or renewal or other requirement
1501 relating to the water supply service of the city.
1502

1503 (3) For the use of service for or in connection with or for the benefit of any other
1504 premises or purpose than that stated in the application.
1505

1506 (4) For waste or excessive use of water through improper or imperfect pipes, fixtures
1507 or appliances, or in any other manner.
1508

1509 (5) For any interference or tampering, whether by act of commission or omission,
1510 with the meter measuring the service, or with any meter box or vault, or with
1511 service pipes, or valves thereon, or with any applicant of the city or with any
1512 appliance of the owner, which was or is required by the city for controlling or
1513 regulating the service, or who shall make or cause to be made any connection
1514 with any main, service pipe or other pipe, appliance or appurtenances used for or
1515 in connection with the city in such manner as to supply utilities from such
1516 connection to any outlet whatsoever without such utility passing through a meter
1517 or other measuring device used by the city for measuring and registering the
1518 quantity so passing through.
1519

1520 (6) Where there has been a change in the ownership of the premises, but no
1521 application from the new owner or owners has been made and approved by the
1522 city.

- 1523
1524 (7) Where the city has been or is being defrauded in any way.
1525
1526 (8) Where the contract has been in any way terminated by the owner.
1527
1528 (9) Any improper or illegal connections determined by the city to be detrimental to
1529 the public health.
1530
1531 (10) The violation of any rules of the city.
1532
1533 (11) Turning on the water supply at the city curb stop or at meter by the owner, his or
1534 her employees or agents shall subject the owner or consumer to an administrative
1535 fee. Upon the second offense, the city may, at its option, discontinue the service
1536 and cut off the utility to said premises so long as the owner or consumer continues
1537 to reside at said premises.
1538

1539 (c) Emergency Shut-Off of Service. In case of accidents, breakdowns, shortage of water
1540 supply or any causes beyond its control, or because of any act or omission on the part of
1541 the city or Department, or their agents, or any of them, or in case of the making of
1542 repairs, renewals, or replacements, the city reserves the right to shut off the water supply
1543 from any one or any number of premises without notice, and shall in no manner be held
1544 responsible for any consequence of such shut-off.
1545

1546 (d) Notice of Shut-Off. The city will give notice in the manner deemed in its discretion to be
1547 most effective, of any shut-off of the utilities wherever and whenever the giving of such
1548 notice is practicable, but nothing in this chapter shall be construed to require the giving of
1549 such notice under any circumstances.
1550

1551 (e) Refunds or Credits not to be Made Because of Shut-Off. The shutting off of the utilities
1552 from and the discontinuance of service to, any premise or premises for any cause shall
1553 not entitle the owner to any abatement or deduction in or from the utility charges, nor to
1554 any refund on any such charges paid in advance, during or for the time of such shut-off
1555 unless the city determines that the shut-off was necessary due to an act of God and a
1556 credit is warranted
1557

1558 **4.10 Service, Charges Commence upon Installation of Service; Exception**
1559

1560 (a) New service installation. When application for service is made, the service, together with
1561 the charges and rates therefore, shall begin on the date of the completion of the service
1562 connection by the Utilities Department.
1563

1564 (b) Service reconnections. If a service connection already exists, service to new customers
1565 shall be turned on by the utility customer service office only upon written application of
1566 the customer and the charges and rates for water supply service shall commence from
1567 date of such turn- on in accordance with this chapter.
1568

1569 **4.11 Delinquent Accounts.**
1570

1571 (a) Criteria for Discontinuance of Service in the Event of Nonpayment shall be per the
1572 requirements of the Electric Utility Department, or as supplemented herein.
1573

1574 (1) Any bill and account will be considered delinquent on the 21st day after the
1575 billing date shown on the bill. A penalty of 10% per year, compounded monthly,
1576 will be assessed on any delinquent portion of the bill.
1577

1578 (2) If the bill remains unpaid, the next month's regularly scheduled bill will notify the
1579 customer of said delinquency and the date that service will be discontinued, which
1580 will be 45 days from the original billing date. No further notice shall be given
1581 prior to discontinuance, except that an additional 24-hour courtesy notice shall be
1582 provided to commercial and hotel/motel establishments and to multifamily
1583 housing of ten units or more.
1584

1585 (3) The business day on which the payment is processed is the date of payment.
1586

1587 (b) Fees and Charges Related to Discontinuance of Service for Nonpayment.
1588

1589 (1) Service will not be restored to the premises until the delinquent portion of the
1590 customer's bill is paid, along with all applicable fees and charges as specified in
1591 the resolution approving water and sewer fees and charges.
1592

1593 a. Service disconnection charge for nonpayment:
1594

1595 b. After-hours service reconnection surcharge. After-hours service includes
1596 those cases where both the customer request is received and the
1597 reconnection service is performed before 8:30 a.m. or after 4:00 p.m.
1598 Monday through Friday, or any time on weekends and holidays.
1599

1600 (2) Customers who illegally restore their service after disconnection will be assessed
1601 charges and fines in accordance with this chapter.
1602

1603 (c) The Building Official and the Palm Beach County PBCPHU will be notified of any
1604 discontinuance of service for delinquent accounts when the service has been discontinued
1605 for 48 hours or more.
1606

1607 (d) Creation of Lien for Nonpayment.
1608

1609 (1) Recovery of Delinquent Charges: The city may recover by due process of law the
1610 amount of any unpaid utility service charge, including but not limited to, all billed
1611 amounts, collection costs, applicable interest charges, attorney fees, and
1612 delinquency fees.
1613

- 1614 (2) When service is furnished to the owner, occupant or occupants of premises, the
1615 charge for such service shall be and constitutes a variable and accruable lien
1616 against the premises, and shall become effective and binding as such lien from the
1617 date upon which the account becomes due, unpaid and in arrears.
1618
- 1619 (3) Liens accrued as set out in this section shall be of the same dignity as other City
1620 liens.
1621
- 1622 (4) The remedy provided in this section shall be cumulative and shall not be
1623 construed to waive the right of the city to require payment of any bill in arrears
1624 before renewing service to the premises in question.
1625
- 1626 (e) Upon a customer's request to extend payment of a bill, the city may approve, subject to
1627 review of the customer's account history, an extended payment agreement.
1628
- 1629 (1) A sliding scale payment plan for delinquent accounts shall be established. The
1630 city may adjust a payment plan based on the extenuating circumstances of a
1631 customer at the customer's request; provided, however, that in no event will the
1632 repayment period for a delinquent account balance exceed ten months. The
1633 penalty on the unpaid balance shall continue to accrue pursuant to paragraph
1634 (a)(1) of this section.
1635
- 1636 (2) No individual application may be made more than once in any 12-month period.
1637
- 1638 (3) Installment amounts due under the payment plan are payable in full together with
1639 full amounts billed for current charges and usage, no later than the due date for
1640 the current charges.
1641
- 1642 (4) Payment plans requested by customers for the repayment of previously unbilled
1643 charges identified by the city will be allowed repayment periods not to exceed the
1644 period of time over which the unbilled charges originally accrued.
1645
- 1646 (f) (1) Any other provision of this chapter to the contrary notwithstanding, the city shall
1647 not refuse services or discontinue services to the owner of any rental unit or to a
1648 tenant or prospective tenant of such rental unit for nonpayment of service charges
1649 incurred by a former occupant of the rental unit; any such unpaid service charges
1650 incurred by a former occupant will not be the basis for any lien against the rental
1651 property under this section or legal action against the present tenant or owner to
1652 recover such charges except to the extent that the present tenant or owner has
1653 benefited directly from the service provided to the former occupant. This
1654 subsection applies only if the former occupant of the rental unit contracted for
1655 such services with the city or if the city provided services with knowledge of the
1656 former occupant's name and the period the occupant was provided the services.
1657
1658

1659 (2) The provisions of this chapter may not be waived through any contractual
1660 arrangement between the city and a landlord whereby the landlord agrees to be
1661 responsible for a tenant's or future tenant's payment of service charges.
1662

1663 (3) Nothing in this division shall be construed to limit the city's rights, if any, under
1664 F.S. 159.17, as amended from time to time.
1665

1666 **4.12 Adjustments on Metered Service Charges.** 1667

1668 (a) Metered Water Services. No adjustments on metered service charges shall be made or
1669 allowed, except as provided herein, or as approved by the Director in writing:
1670

1671 (1) For errors, in meter readings on which such charges are based, or inaccuracies in
1672 the registration of any meter or in the event of error on the part of the city in the
1673 making of any charge or in the amount thereof, and then only provided claim for
1674 such abatement or deduction is made in writing to the utility customer service
1675 office within 60 days after the date of the rendition of the bill or account in
1676 dispute.
1677

1678 (2) Unforeseen Metered Leaks. When a premises experiences a catastrophic metered
1679 leak, which in the sole judgment of the Water Utilities Director is unforeseen and
1680 not due to inadequate maintenance on the part of the user, and metered usage
1681 exceeds the average monthly usage for the preceding 12 months by 10,000
1682 gallons, the property owner may apply for an adjustment for the period during
1683 which the metered leak occurred. The claim for such abatement or deduction shall
1684 be made in writing to the utility customer service office within 60 days after the
1685 date of the rendition of the bill said leak was measured.
1686
1687

1688 (b) **Leak adjustment procedure**

1689 Bill adjustments for loss of water shall be provided in accordance with the following water
1690 adjustment provisions:

1691 • A Leak adjustment request form must be obtained from Customer Service and completed,
1692 signed, and submitted by the customer within 30 days of the contested bill. Proof of repair
1693 must be submitted with the form, if a repair is required.
1694

1695 • Upon submittal of the request form, the Utility will make a field investigation to determine
1696 the following:
1697

- 1698 ○ The water meter was operating properly.
- 1699 ○ The water meter was read, recorded, and billed properly.
- 1700 ○ The cause of the excessive usage, if it is known.
- 1701 ○ There is no evidence that the excessive use was due to the intentional or negligent act of
1702 the customer.
- 1703 ○ The customer took prompt and reasonable action to determine the cause of the excessive
1704 use.

- 1705 ○ The customer took prompt and reasonable corrective action after discovering or being
1706 notified of a leak.
 - 1707 ○ Proof of repair was submitted with the request form within thirty days from the billing
1708 date for the period in which the water loss occurred.
 - 1709
 - 1710 ● A determination of whether an adjustment is granted shall be made at the sole discretion of
1711 the Water Utility Director or designee and shall be final.
 - 1712
 - 1713 ● Water loss adjustments shall be limited to one adjustment every 24 months.
 - 1714
 - 1715 ● If approved, the adjustment will be calculated on the maximum calculation as follows:
1716
 - 1717 ○ All gallons used shall be paid at the second lowest tiered water rates for the customer
1718 class assigned to the account, or
 - 1719 ○ The bill will be recalculated based on the maximum usage over the last 24 months, or
 - 1720 ○ If the cause cannot be determined, the bill may be reduced based on one-half the
1721 measured usage.
 - 1722
 - 1723 ● Residential accounts will receive no adjustment to the sewer account, since it is limited to a
1724 maximum usage.
 - 1725
 - 1726 ● Commercial accounts will receive an adjustment to the sewer account if, in the determination
1727 of the Utility, the water was not disposed of in the sanitary sewer system.
 - 1728
 - 1729 ● The Utility shall not make adjustments for bills not contested within thirty (30) days from the
1730 billing date, unless approved by the Water Utility Director.
 - 1731
 - 1732 ● An adjustment shall be approved for no longer than two billing cycles.
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- The Utility may extend the payment deadline for the disputed portion of the bill if the account is in current status. Adjustments shall not be granted for accounts that were delinquent prior to the disputed status.

- Adjustments will not be approved for the following:
 - Premises abandoned, or those that have not been provided reasonable care for the plumbing or irrigation system.

4.13 Minimum Water and Sewer Utility Bill.

The Minimum Water and Sewer Utility Bill is hereby established recognizing that a large proportion of the City’s cost for providing water and sewer services are fixed, and that these costs are allocated to those customers with water or sewer connections, without regard to current usage. All owners of property with water or sewer connections are responsible for these minimum bills, when the properties are connected to the water and/or sewer service.

Owners shall be responsible for payment of the minimum bills for all properties with water or sewer connections, when the customer account for that property has been closed for a period of 60 days or more. Such charges will constitute a lien against the properties until paid.

The minimum bill herein for a single unit shall be billed the full month charge without proration for any period beyond the fifteenth day of the billing cycle, the period from the eighth to the fifteenth shall be 50% of the full month, and no minimum bill will be charged under eight days in a billing period. This will apply only to newly created accounts, reconnection of owners' accounts, and final bills.

4.14 Penalty.

Any person found guilty of violation of any provisions of this chapter for which another penalty is not provided, or who shall fail to observe any of the foregoing regulations, or who shall take and use utilities of the city without paying therefore in accordance with the provisions of this chapter, or who shall connect his premises with any utility of the city without the permission of the city, shall be punished in accordance with the applicable City municipal code.

4.15 Changes to Ordinances Automatically Become Part of Service Contract

Each and every addition or modification, alteration or amendment to and of any of the rates or rules of this PPM-W manual shall be and become binding upon, and shall form a part of the contract with each and every customer, upon the expiration of 30 days’ notice thereof in writing, such notice to be provided by advertisement in the local newspaper.

4.16 Estimate of Consumption when Meters Fail to Register

1783 (a) For metered services the city shall endeavor to have each customer's meter or meters read
1784 at approximately monthly intervals to determine the billed consumption.

1785
1786 (1) Water/wastewater: Water meters measure the water used in a multiple of gallons.
1787 For billing purposes, water meter readings are rounded downward to whole
1788 hundred gallons and shall be disclosed on the combined statement. For billing
1789 purposes, readings on meters installed to measure wastewater returned to the
1790 city's wastewater system are rounded downward to whole hundred gallons and
1791 shall be disclosed on the combined statement.

1792
1793 (b) If the meter on the customer's premises is destroyed or otherwise fails to register, the
1794 customer may be billed for the period involved on the basis of previous consumption,
1795 consumption after repair or replacement of the meter, or any other method in accordance
1796 with generally accepted utility practices which produces a reasonable estimate of
1797 consumption during the relevant period. Where it has been necessary to estimate the
1798 customer's consumption, the combined statement shall carry appropriate notice to that
1799 effect.

1800

1801 **4.17 Private Fire Service Lines**

1802
1803 (a) Pressure Not Guaranteed. The right is reserved by the city to shut off the supply at any
1804 time in case of accident, or to make alterations, extensions, connections or repairs and if
1805 possible the city agrees to give due and ample notice of such shut-off. The Water Utilities
1806 Department shall not make any guarantee as to a certain pressure in this pipe or in the
1807 main supplying the same, and shall not be, under any circumstances, held liable for loss
1808 or damage to the owner for a deficiency or failure in the supply of water, whether
1809 occasioned by shutting off of water in case of accident or alterations, extensions,
1810 connections or repairs, or for any cause whatsoever.

1811
1812 (b) Maintenance and Repair: The customer will own and maintain reduced pressure principle
1813 backflow preventers and double check valve assembly backflow preventers.

1814
1815 (c) Testing: Tests shall be conducted and results submitted to the Director or designee. Such
1816 tests shall be conducted after initial installation, then annually thereafter, also after repairs
1817 on fire line installations performed or when deemed necessary by the Director or
1818 designee or Fire Marshal.

1819
1820 (d) Equipment Inspection. Any authorized representative of the city shall have free access to
1821 the building at any reasonable time for the purpose of inspecting any of the equipment.

1822
1823 (e) Violations. Violation by the owner of any of the regulations in this section shall terminate
1824 conditions as set forth in division (b)(1), (2), (3) and (4) hereof, and because of such
1825 violation, the city shall disconnect said pipe or pipes, or stop the flow of water through
1826 the same. Further, said owner may be subject to any other penalties and fines specified in
1827 chapter.

1828

1829 **4.18 Temporary Water Service and Hydrant Meters.**
1830

- 1831 (a) Temporary service, such as service for construction projects shall be rendered upon
1832 written application accompanied by a meter installation and removal charge and a
1833 deposit, in accordance with the approved fee schedule, which will be applied against the
1834 final bill. A five-eighths-inch by three-quarter-inch water meter shall be installed on all
1835 temporary construction meter installations. A backflow preventer shall be installed as part
1836 of the temporary hydrant meter installation.
1837
- 1838 (b) Hydrant Meters: At the option of the city, temporary service, such as for swimming pool
1839 filling and construction projects that, will require a water line on the customer's side of
1840 the meter larger than five-eighths-inch by three-quarter-inch may also be rendered by
1841 installing a meter on an existing fire hydrant at the site or very near to the site. Service
1842 may be rendered in this manner upon written application accompanied by a
1843 nonrefundable meter installation and removal charge and a deposit, in accordance with
1844 the approved fee schedule, which will be applied against the final bill, assuming the safe
1845 return of the meter. Water used through such a temporary meter shall be paid for at the
1846 prevailing commercial water service rate. A backflow preventer shall be installed as part
1847 of the temporary hydrant meter installation.
1848
- 1849 (c) This type of temporary connection shall be allowed for a maximum time period of 12-
1850 months but may be extended upon re-application by the customer.
1851
- 1852 (d) It shall be illegal to utilize or in any manner tamper with any fire hydrant except for
1853 employees of the fire department in performing their duties, or an employee of the city
1854 engaged in testing, installing or maintaining fire hydrants, or for connecting or
1855 disconnecting temporary fire hydrant service as defined in this section.
1856
1857

1858 **CHAPTER 5 RATES**
1859

1860 **5.1 Usage Outside Corporate Limits**
1861

- 1862 (a) The city is hereby authorized to sell water and wastewater utility services to areas outside
1863 the corporate limits.
1864
- 1865 (b) Connection charges: Water and sewer service outside the corporate limits of the city shall
1866 be surcharged 25% above the then existing rates in accordance with F.S. 180.191(1)(a).
1867
- 1868 (c) Rates: Water and sewer service outside the corporate limits of the city shall be surcharged
1869 25% above the then existing rates in accordance with F.S. 180.191(1)(a).
1870

1871 **5.2 Water Rates**
1872

1873 Water rates charged and collected for potable water furnished by the city to consumers shall be
1874 in accordance with the rates established annually by resolution of the City Commission.

1875
1876 Water Fees and Charges for potable water service shall be in accordance with fees and charges
1877 approved by resolution of the City Commission.
1878

1879 **5.3 Unmetered Fire Lines (Private Fire Service Protection)**
1880

- 1881 (e) The charges and surcharges or rates for special private fire service protection shall be
1882 based upon the size of the connection made to the city's distribution system in
1883 accordance with the fee schedule.
1884
1885 (f) Services outside the corporate limits of Lake Worth shall be surcharged 25% in
1886 accordance with F.S. Ch. 180.191(1)(a).
1887
1888 (f) Water used through fire service meters will be charged at meter rates, but there will be no
1889 charge for water used in case of fire. When fire line valves or connections are used in
1890 case of fire or for any other reason whatsoever, the owner shall immediately notify the
1891 Water Utilities Department.
1892
1893

1894 **5.4 Sale of Water in Bulk to Municipal Utilities**
1895

1896 The city is hereby authorized to sell potable water in bulk to municipal utility providers that own
1897 water utilities located outside the potable water service area of the City through an interlocal
1898 agreement in accordance with a price schedule to be determined by the city on a case by case
1899 basis at the time such sale is initiated and included in the approved agreement. Service to entities
1900 within the City's water service areas and to private entities outside the City's water service area
1901 shall be provided by the city under retail rate structures, which are approved by Resolution of the
1902 City Commission.
1903

1904 **5.6 Water Meters, Tampering With, Altering.**
1905

- 1906 (a) Should it appear that water has been stolen by altering the pipes, altering the meter or
1907 otherwise, the Water Utilities Director or his/her designee shall have the right to
1908 discontinue the service until the defect is corrected and the service approved by the
1909 appropriate inspector.
1910
1911 (b) Diversion cut-back charge. When a water meter is found to have been tampered with,
1912 service shall be subject to immediate disconnection. Before service may be restored, the
1913 estimated consumption as defined in subsection (c) of this section shall be paid by cash,
1914 postal money order or cashier's check or equivalent, or satisfactory arrangements for
1915 payment shall be made. Upon payment of the diversion cut-back charge, service shall be
1916 restored. If the customer's deposit has been previously refunded, a new deposit may be
1917 required.
1918
1919 (c) Estimated Consumption and Billing. When a water meter is found to have been tampered
1920 with or water has been otherwise diverted, the consumer shall be billed for the estimated

1921 water consumed, based on the rate in effect at the time of such billing. The consumption
1922 shall be estimated on the basis of previous consumption, consumption after replacement
1923 of the meter, or any other method in accordance with generally accepted utility practices
1924 which produces a reasonable estimate. In addition, the consumer shall be billed for the
1925 actual cost of the investigation of the meter tampering, including cost associated with the
1926 estimation of consumption and the labor, supplies, materials and equipment used in
1927 connection with such investigation. The consumer shall also be liable to the city for the
1928 cost of collection, including agency, attorneys' fees and court costs if the account is
1929 placed in the hands of an agency or attorney for collection or legal action because of the
1930 customer's failure to pay any amount due.

1931
1932 (d) Prima Facie Evidence. The presence, on property in the actual possession of the
1933 consumer where the meter tampering has occurred, of any connection, pipe, meter
1934 alteration, or device whatsoever which affects the diversion or use of water so as to avoid
1935 the registration of such use by or on a meter installed or private provided by the city shall
1936 be prima facie evidence of an intent to violate this section if:

- 1937
- 1938 (1) The presence of such a device or alteration can be attributed only to a deliberate
1939 act in furtherance of an intent to avoid payment for utility services.
- 1940
- 1941 (2) The customer charged with the violation of this section has received the direct
1942 benefit of the reduction of the cost of such utility service.
- 1943

1944 **5.7 Wastewater Rates**

1945
1946 Rates charged and collected for wastewater collection, treatment and disposal, furnished by the
1947 city to consumers shall be in accordance with rates established annually by resolution of the City
1948 Commission.

1949
1950 Fees and Charges for wastewater collection, treatment and disposal service shall be in
1951 accordance with fees and charges approved by resolution of the City Commission.

1952
1953 **5.8 Irrigation Water and Other Water Consumption Not Returned to the Wastewater**
1954 **System**

1955
1956 Any water customer may have the city install a separate water meter for the measurement of
1957 water not returned to the wastewater system or for irrigation purposes. The water used through
1958 this separate meter will be billed as a separate service and under the same provisions applicable
1959 to any existing water service but will not be subject to a monthly wastewater consumptive use
1960 charge or initial wastewater connection charges.

1961
1962 **5.9 Treatment of Wastewater in Bulk from Municipalities and Utility Companies; Price**
1963 **Schedule**

1964
1965 The city is hereby authorized to collect wastewater in bulk from other municipalities that own
1966 wastewater utilities located outside the City's sewer service area for transport to a wastewater

1967 treatment facility in accordance with an interlocal agreement including a price schedule to be
1968 determined by the city at the time such sale is initiated and included in the approved agreement.
1969 The sub-regional wastewater agreement with municipalities is one such acceptable agreement.
1970 Service to entities within the City's sewer service area shall be provided by the city under retail
1971 rate structures.

1972

1973 **CHAPTER 6: DEPOSITS, CHARGES AND FEES**

1974

1975 **6.1 Purpose**

1976

1977 To establish requirements for handling security deposits, charges and fees at account opening,
1978 and providing a process for increasing deposits based upon customer account activity to ensure
1979 adequate assurance of payment.

1980

1981 **6.2 Policy**

1982

1983 Unless otherwise exempted herein, a security deposit shall be required on all utility accounts to
1984 establish, re-establish, continue, or maintain services with the City, which shall be paid in full
1985 prior to receiving any services unless an alternative is authorized by the Director. Deposits,
1986 charges and fees, including policies related to each shall be the same as those established by the
1987 Electric Utility Department for use by the Customer Service office, and as supplemented herein.

1988

1989 **6.3 Connection Charges, Water (Meter, Distribution Line and/or Tapping) or Sanitary 1990 Sewer (Collection Line and/or Tapping)**

1991

1992 (a) Owner/Applicant shall pay a connection charge immediately upon connection to the
1993 water distribution and/or sanitary sewer system; in the case of new construction,
1994 however, the connection charge shall be payable prior to the issuance of the certificate of
1995 occupancy.

1996

1997 (b) The water meter charge shall be to set or activate the water meter, and shall be charged
1998 for all new accounts.

1999

2000 (c) The tapping charge shall cover the costs of the tap line from the water or sewer line to the
2001 property line. If a property owner has previously been charged for the cost of such water
2002 service or sewer lateral connection, he or she shall not be required to pay such charge.

2003

2004 (d) The charge for the water service tap shall be in accordance with fees and charges
2005 approved by resolution of the City Commission.

2006

2007 (e) The charge for the sewer tap shall be based on an individual, itemized bill issued for each
2008 sewer tap, based on the total cost to the city for performing such connection, including
2009 materials, labor, cost of fringe benefits and an administrative processing fee. The labor
2010 charge shall be the actual salary paid to city workers for the actual time required to do the
2011 work. The fringe benefit costs, to cover the cost of the city employees' pension benefits,
2012 insurance and social security, shall be assessed at a flat rate of 50% of salary. An

2013 administrative processing fee shall also be assessed. The total of each of these four items
2014 shall constitute the sewer tapping charge.
2015

2016 (f) Additional Connection fees shall be charged for water distribution lines installed by the
2017 City within three years prior to the connection to expand service to the property. These
2018 fees may be paid over a 10 year period as an additional monthly charge on the water bill.
2019

2020 (g) Additional Connection fees shall be charged for sewer collection lines installed by the
2021 City within three years prior to the connection to expand service to the property. These
2022 fees may be paid over a 10 year period as an additional monthly charge on the sewer bill.
2023

2024 **6.4 Connection/Disconnection Charge**

2025
2026 (a) A turn-off charge shall be made in all instances where the city disconnects a utility
2027 service to a customer, except where a customer's utilities are shut off for nonpayment of a
2028 delinquent account.
2029

2030 (b) If a new customer turns on his or her own service without applying for service, the city
2031 shall assess the customer a tampering fee plus the cost of any damage to city property,
2032 and shall further charge the customer a disconnection fee if said customer does not
2033 submit an application for new service within five days of being notified by the city.
2034

2035 (c) If an established customer turns off his or her own service at the curb stop without city
2036 assistance for any reason and damages the City water facilities, the city shall assess the
2037 customer the cost of any damage to city property. Additionally, in the case of a customer
2038 who has unlawfully restored his or her service where the city identified leaks and waste
2039 of water, the customer shall be responsible for payment of the charges for all wasted
2040 water resulting from the unlawful connection.
2041

2042 (d) Any customer or individual who unlawfully connects into the city's utility systems by
2043 installing a bypass or by any other means shall be subject to all penalties prescribed
2044 herein and a service charge for removing the bypass or other tapping mechanism.
2045 Additionally, the city shall estimate usage and charges for the unmetered service
2046 unlawfully used and the customer or individual shall be responsible for payment of said
2047 billing.
2048

2049 (e) The city shall immediately disconnect any device found connected to an adjacent
2050 property owner's utility service or to any other source that is supplying a customer whose
2051 service has been disconnected due to nonpayment, leaks or wasteful use of water, and
2052 said customer shall be subject to any penalty prescribed herein and shall be charged the
2053 cost of any damage to city property. Said adjacent property owner, if found to have
2054 facilitated the illegal hook up, shall additionally be subject to discontinuation of service
2055 for unlawfully supplying utilities and shall be responsible for payment of any damage to
2056 city property.
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6.5 Responsibility for Taxes or Assessments.

The customer shall be liable for any taxes or assessments that are lawfully imposed by any governmental authority on any service. Exemptions from such taxes or assessments shall be granted only by the taxing or assessing authority having jurisdiction. It shall be the customer's responsibility to secure and document such exemption on a continuous basis to the satisfaction of the city. A failure by the city to levy or collect any such tax or assessment, does not relieve the customer of the responsibility for the payment of such tax or assessment.

CHAPTER 7: RESERVE CAPACITY CHARGES

7.1 Purpose

To recover from new users of the city's water and sewer systems the proportionate share of the cost of expanding, or constructing additional water production, treatment and distribution facilities, and additional wastewater collection, treatment and disposal facilities to serve additional connections to the systems.

7.2 Types of Reserve Capacity Charges

(a) Water Reserve Capacity Charge

The Water Reserve Capacity Charge is for meeting the impacts of additional connections upon the expansion or construction of water production, treatment and distribution capital improvements to the potable water system.

(b) Sanitary Sewer Reserve Capacity Charge

The Sanitary Sewer Reserve Capacity Charge is for meeting the impacts of additional connections upon the expansion or construction of wastewater collection, treatment and disposal capital improvements to the sanitary wastewater systems.

7.3 Charge Based on Equivalent Residential Unit.

As used in this article, "ERU" shall stand for "equivalent residential unit" and shall mean the average system capacity used by a residential facility in terms of the reserved capacity needed to serve that facility. One (1) ERU is, by definition, equal to one (1) single family residence; As such for purposes herein, an "equivalent residential unit" (ERU) shall be defined as a customer with a $\frac{5}{8}$ " x $\frac{3}{4}$ " meter. Customers with larger meter sizes shall be converted to a number of ERUs based upon meter size as follows: The same number of potable water ERUs calculated herein shall also apply to wastewater ERUs unless the sanitary flow is determined by the city to be inconsistent due to additional contributions to the wastewater stream.

Meter Size	# of ERUs
3/4" x 5/8"	1
1"	2.5
1 1/2"	5
2"	8
3"	16
4"	25
6"	50

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7.4 Potable Water Reserve Capacity Charge per ERU.

A Water Reserve Capacity charge per ERU shall be imposed for new connections, by resolution of the City Commission. These charges are not refundable. The Water Reserve Capacity Charge for existing structures that connect to the water system may be paid as part of the monthly bill over a 10 year period of time after such connection.

7.5 Sanitary Sewer Reserve Capacity Charge per ERU.

A Sewer Reserve Capacity charge per ERU shall be imposed by resolution of the City Commission for new connections located on existing gravity sewers. These charges are not refundable. The Sewer Reserve Capacity Charge for existing structures that connect to the sewer system may be paid as part of the monthly bill over a 10 year period of time after such connection.

7.6 Prior Use.

In calculating the reserve capacity charges, a credit shall be applied for any prior reserve capacity charges paid for existing structures that are connected to the water or sewer system, or structures disconnected or demolished within twenty-four (24) months of application at the same location. Any credit shall apply only to the service location and shall not be transferred or applied to any other service locations. For purposes of clarification, no reserve capacity charges were collected prior to October 1, 1982, and therefore no credits for these facilities would apply.

7.7 Change in Use; Additional Capacity Charge.

Should there be a change in any of the factors upon which a reserve capacity charge is based, the owner or developer shall pay to the city, within ninety (90) days after notification, any additional reserve capacity charge required as calculated herein. If such additional payment is not made, the city water and/or sewer service may be terminated.

7.8 Time of Payment.

- (a) Each owner or consumer who, acting on his own behalf or through authorized agents, makes application for a building permit for any new construction or any addition or alteration that results in additional reserve capacity necessary for the water treatment

2141 plant shall incur and pay before issuance of any such permit, in addition to the tapping
2142 charge, a water reserve capacity charge.

2143
2144 (1) For projects inside the City: Reserve Capacity Charges shall be payable at time of
2145 Building Permit application

2146
2147 (2) For projects outside the city limits Reserve Capacity Charges shall be payable at
2148 time of service application.

2149
2150 (b) The reserve capacity charges shall constitute a lien against the property, and the
2151 agreement shall provide for the city to record a claim of lien for said charges immediately
2152 upon execution of the agreement:

2153
2154 (c) The applicable reserve capacity charges shall be paid in addition to all other fees, charges
2155 and assessments due, and is intended to provide funds to pay for the fair share portion of
2156 the water utility system necessitated by system growth and expansion.

2157
2158 (d) Abandonment of a Project. For the purpose of this section, a project will be determined to
2159 be abandoned in accordance with the following:

2160
2161 (1) If capacity has been reserved pursuant to paragraph (a)(1), a project shall be
2162 deemed to be abandoned if the building permit has expired and was not renewed
2163 within 180 days of expiration;

2164
2165 (2) If the capacity has been reserved pursuant to paragraph (a)(2) a project shall be
2166 deemed to be abandoned if the site plan approval, including any extensions
2167 thereto for the project has expired.

2168
2169

2170 **7.9 Refund of Capacity Charges.**

2171
2172 No refund or credit shall be afforded after a reserve capacity fee has already been paid.

2173
2174 **7.10 Use of Funds.**

2175
2176 (a) The city shall establish separate capital accounts for water and sewer reserve capacity
2177 charges collected pursuant to this article, and shall recognize such accounts separate and
2178 apart from all other accounts of the city. Immediately upon receipt, all such water reserve
2179 capacity charges received by the city shall be deposited into the water reserve capacity
2180 charge capital account, and all sewer reserve capacity charges received by the city shall
2181 be deposited into the sewer reserve capacity charge capital account.

2182
2183 (b) The use of all funds collected pursuant to this paragraph, as well as all similar capacity
2184 charges collected prior to the effective date of this article pursuant to Resolution Number
2185 19-85 of the city and water and wastewater service policies of the city utilities authority,
2186 shall be used solely for the purpose providing the necessary utility facilities and

2187 improvements required by new development and growth of the water and sewer service
2188 area and shall include, but not be limited to, the following expenditures:

- 2189 (1) Design or construction plan preparation;
- 2190
- 2191 (2) Permitting and related fees;
- 2192
- 2193
- 2194 (3) Land acquisition, including any costs of acquisition or condemnation;
- 2195
- 2196 (4) Construction of water and sewer buildings, facilities, structures, or improvements
- 2197 and additions thereto;
- 2198
- 2199 (5) Relocating utilities required by the construction of buildings, facilities, structures,
- 2200 or improvements and additions thereto;
- 2201
- 2202 (6) Cost of construction management, inspection, or both;
- 2203
- 2204 (7) Surveying, soils and materials testing, and the evaluation and development of raw
- 2205 water resources and supplies;
- 2206
- 2207 (8) Acquisition of plant or equipment necessary or convenient to expand the water
- 2208 and/or sewer system; and
- 2209
- 2210 (9) Payment of principal and interest, reserves and costs of issuance under any bonds
- 2211 or other indebtedness issued by the city to fund growth-impacted improvements,
- 2212 and additions to the water and sewer systems.
- 2213

2214 (c) Funds on deposit in the water and sewer reserve capacity charge accounts shall not be
2215 used for any expenditures that would be classified as routine maintenance, operation or
2216 repair expenses. Expansion or upsizing of existing facilities may be considered an
2217 improvement.

2218

2219 (d) Any funds on deposit which are not immediately necessary for expenditure may be
2220 invested by the city. All income and earnings derived from such investments shall be
2221 deposited in the water and sewer reserve capacity charge accounts, respectively, and be
2222 used as provided herein.

2223

2224 **CHAPTER 8: POTABLE WATER**

2225

2226 **8.1 Purpose and Policy.**

2227

2228 The following rules and regulations for the sale and distribution of water by the city, shall
2229 hereafter be observed by the city and by consumers of water supplied by the city.

2230

2231 **8.2 Automatic Car Washes.**

2232
2233 The connection of automatic car washes to the city water and/or sanitary sewer system shall
2234 comply with County and City requirements that the car wash incorporates and uses a wash water
2235 recycling system of a type, design and efficiency approved by the water utilities department.
2236

2237
2238 **8.3 Approval of Plumbing and Connections Required.**
2239

2240 No water service shall be connected until the plumbing and connections incident thereto shall
2241 have been inspected and approved by the building official, or his/her designee, as follows:
2242

- 2243 (a) Water Service to a Residence. Approval of a dwelling for water service must be obtained
2244 prior to initial provision of service.
2245
2246 (b) Water Service to Other Buildings. Approval of a building for water service must be
2247 obtained prior to initial provision of service or transfer of water service.
2248
2249 (c) Copy of Approval. Each applicant for new water service must submit a copy of such
2250 approval where required as part of the application for service.
2251

2252 **8.4 Supplying Separately Owned Properties Through One Meter Prohibited**
2253

- 2254 (a) Separately owned properties shall be served by separate meters. Supplying multiple
2255 properties though through one meter is prohibited. Multiple use of privately owned water
2256 systems is also prohibited.
2257
2258 (b) No person other than the owner/tenant of a water system located on his/her property shall
2259 be furnished with water from the water system for any purpose.
2260
2261 (c) This section shall not, however, prohibit single metering of property owned as a
2262 cooperative or condominium, or unless the customer is a municipal or private water
2263 utility served by a bulk meter service, as long as service is provided to and metered on
2264 common property and there is an association or corporation to apportion, collect and
2265 remit all fees and charges and accept notices. No such corporation or association shall
2266 charge or collect from unit owners more than the fees and charges billed, plus actual
2267 administrative costs.
2268

2269 **8.5 Size of Service Connections**
2270

2271 The Water Utilities Department in every instance reserves the right, at its option, to designate
2272 and prescribe the size of a service connection, either upon original installation of a new
2273 connection and in any case, where a size of service other than that applied for by the owner, or
2274 previously existing, is so designated and prescribed by the Department, the owner shall be bound
2275 thereby. In case the service supplying a house or building is found not to be large enough due to
2276 additions to the building or an increase in the number of fixtures, the Water Utilities Department
2277 will make the larger tap and install the larger service upon the payment of the tapping charge for

2278 the size of the new service. No credit will be given for the service already in place that is found
2279 to be insufficient in size.

2280

2281 **8.6 Water Meter Up/Downsizing**

2282

2283 (g) Increase in size. A customer desiring a water meter larger than the size of the water meter
2284 then in service shall pay to the city the estimate for material, labor and equipment costs
2285 plus overhead for installing the larger meter. In addition, the customer shall also pay the
2286 difference in the cost of the associated water and wastewater reserve capacity charges, if
2287 applicable, of the larger and smaller water meters.

2288

2289 (h) Reduction in size. A customer desiring a water meter smaller than the size of the meter
2290 then in service shall pay to the city the estimate for material, labor and equipment costs
2291 plus overhead for installing this smaller size water meter.

2292

2293 **8.7 City Employees only to turn on water service**

2294

2295 The city curb stop on any and all service connections shall only be used by the owner, his
2296 employees or agents for turning off the water supply. All turning on of the water supply at the
2297 meter shall be done exclusively by the city.

2298

2299 **8.8 Authority of City to Require Owner to install Backflow Preventers or the Like on**
2300 **Service Connection**

2301

2302 The city reserves the right, as necessary for public health and welfare, to require the following
2303 owners to install on his service connection at the location designated by the city, a backflow
2304 preventer or other appliances, apparatus or equipment of such type and design as is approved by
2305 the city.

2306

2307

2308

2309

2310

2311 **8.9 Duty of Consumer as to Leaks or Waste**

2312

2313 (a) Duty of Owner or Tenant; Report to Utility Customer Service Office

2314

2315 (1) It shall be the duty of every owner, his or her agent or tenant, to at all times
2316 exercise due diligence to prevent the waste of water, and to this end shall
2317 immediately stop all leaks on his or her premises, and shall notify the utility
2318 customer service office promptly of any leak discovered other than upon his or
2319 her premises, thus to enable the prompt stopping thereof.

2320

2321 (2) Persisting in any willful waste, or neglect to promptly stop water through leaks on
2322 part of any owner, his or her agent or tenant, shall be sufficient cause to authorize

2323 the city to discontinue its service and shut off the water supply from and to the
2324 premises in question, without notice.

2325
2326 (3) Whenever the water supply to and for any premises has been shut off because of
2327 leaks or waste, the same shall not be turned on again until all cause for shut-off
2328 shall have been remedied or removed, and until satisfactory assurance shall be
2329 given to the city that the condition causing the shut-off will not again exist by the
2330 owner, or his or her agent or tenant, and the charge for service disconnection shall
2331 have been paid to the city to cover the cost of turning on said water supply again.
2332

2333 **8.10 Meters to be Furnished, Installed by Water Utilities Department**
2334

2335 (a) All meters shall be furnished and installed by the Water Utilities Department upon the
2336 application of any owner or responsible party for utility service and payment of the
2337 minimum service charge. All meters furnished and/or installed shall be and remain
2338 subject to the absolute and exclusive control of the Department.
2339

2340 (b) The Water Utilities Department in every instance reserves the right, at its option, to
2341 designate the location that, in the judgment of the city, will provide protection of the
2342 installation and will provide ease of access for replacement and the reading of the meter,
2343 and prescribe the size of a water meter either upon original installation of a new
2344 connection, or upon any renewal or replacement of any old connection and in any case,
2345 where a size of meter other than that applied for by the owner, or previously existing, is
2346 so designated and prescribed by the Department, the owner shall be bound thereby.
2347

2348 **8.11 Water Meter Access**
2349

2350 (a) In every instance of metered water supply service, the owner shall maintain the area in
2351 and around the water meter acceptable and accessible to the Water Utilities Department.
2352 Property owners who do not provide access to the meter or who do not keep physical
2353 access to the meter free and clear of debris and other obstacles so that the city can access
2354 the meter will be subject to the code enforcement citation and special hearing procedures.
2355

2356 (b) Once any meter has been placed, its position shall not be changed, except by the Water
2357 Utilities Department with its consent and at the cost of the owner, and in the event any
2358 owner makes any change in his premises, which in the discretion of the Department
2359 requires any change in the location or position of the meter or meter box, such change in
2360 location or position shall be made by the Department at the cost and expense of the
2361 owner.
2362

2363 **8.12 Water Meter Repairs**
2364

2365 Repairs, renewals and replacements of water meters and meter boxes with connections and
2366 appliances shall be made by the Water Utilities Department.
2367

2368 **8.13 Reading of Water Meters**

2369

2370 (a) Reading of meters shall be made monthly and if meter is in good order and has been in
2371 good condition since the last previous reading, bills shall be rendered in accordance
2372 therewith.

2373

2374 (b) Should the customer, at any time, question the accuracy of the reading of his or her
2375 meter, unless that reading is an estimated reading, the utility customer service office
2376 shall, upon the customer's request, reread the meter. If it is determined that the reading
2377 was correct, a meter test charge will be made for the rereading service on the next billing.
2378 In the event that the meter is found to be faulty or the reading is found to be erroneous,
2379 the customer shall not be required to pay said charge.

2380

2381 **8.14 Testing, Changing Meters**

2382

2383 (a) The Water Utilities Department reserves the right to routinely test or replace existing
2384 meters at any time for any reason.

2385

2386 (b) Meters under three inches in size. Should the owner, at any time, question the accuracy of
2387 the meter on his or her service, the Department shall, upon his or her written request,
2388 remove the meter and test it. If it is determined that the meter is functioning properly and
2389 is not over-registering by more than 1.5% (that is, the differential between billed flow and
2390 tested flow is less than 1.5% of the billed flow), the city will charge the customer a meter
2391 test fee to test the meter.

2392

2393 (1) As a result of the test, if it is determined that the meter is over-registering or
2394 under-registering by more than 1.5%, the customer will not be charged the service
2395 fee to test the meter.

2396

2397 (2) In addition, if it is determined that the meter is registering above 101.5% of
2398 accuracy (over-registering), the customer will receive a credit for the overbilling
2399 that is above the 101.5%.

2400

2401 (c) Meters that are three inches in or more in size. The Department shall test all meters of
2402 three inches or more in size once each year.. The Department will notify the customer at
2403 least five working days in advance of its intent to test a meter. The Department will test
2404 the meter in the field on location. If it is determined that the meter is not functioning
2405 within acceptable parameters of accuracy, the city will repair or replace the meter.
2406 Additional tests within the same annual period may be performed upon the written
2407 request of the customer at an extra cost per test.

2408

2409 (d) The Department reserves the right to remove and test any meter at any time, and if such
2410 meter is found to be inaccurate, to substitute another meter of the same size in its place,
2411 either permanently or temporarily. In the event of such test as last mentioned, the
2412 Department further reserves the right to make any correction in the bill rendered based on
2413 the last reading of such meter, in accordance with the result of such test.

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8.15 Defective Water Meters

- (a) The quantity of water recorded by the meter shall be conclusive on both the customer and the city except when the meter has been found to be defective, or ceases to register.
- (b) In case the meter has been found to be defective or has ceased to register, the amount of usage to be billed for the period that the meter was not functioning properly shall be determined by taking the average monthly usage recorded by the new or repaired meter for a minimum of 90 days. The city can bill for past unbilled usage as herein determined for a period of up to 12 months.

8.16 Fire Flow; Fire Hydrants

- (a) The Water Utilities Department may install, at any location on any public or private highway or thoroughfare, a standard fire hydrant or plug, having two, two and one-half-inch hose nozzle, and one four and one-half-inch nozzle, six-inch ductile-iron branch pipe and six inch isolation valve from the Department's street main, and provided further the size of the street main and the surrounding distributing system and the available pressure on said street main and the surrounding distributing system is, in the discretion of the Department, sufficient to enable the giving of proper service at the fire hydrant under normal and ordinary conditions.
- (b) All fire hydrants or plugs shall be used for fire protection purposes exclusively, unless the usage is approved by the local fire department having jurisdiction or the Department. All use of fire hydrants or plugs for sprinkling, watering, filling of other carts or receptacles, by persons other than the Fire Department or City personnel are prohibited, unless any such other use is permitted, in writing, by the Department.

Chapter 9 CROSS-CONNECTION CONTROL PROGRAM

9.1 Purpose

Under the rules of the Florida Department of Environmental Protection, Section 62-555.360, F.A.C., relating to cross connection, the city has the primary responsibility to prevent water from unapproved sources, or any other substances, from entering the water system. Therefore, upon detection of a prohibited cross-connection, the city is directed to either eliminate the cross-connection by requiring the installation of an appropriate backflow prevention device, or discontinue service until the contamination source is eliminated.

9.2 Water Utilities Department to Administer.

- (a) The Water Utilities Department shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow or back-siphonage of contaminants or pollutants through the water service connection.

2460
2461 (b) The Water Utilities Department shall establish policies and procedures to require an
2462 approved backflow prevention device at the city's water service connection if required for
2463 public safety of the water system. The Director of Water Utilities or his/her designated
2464 agent shall give notice in writing to the customer to install such an approved backflow
2465 prevention device at each service connection to his premises, if required by these policies
2466 and procedures. The customer shall immediately install such approved device or devices
2467 at his own expense; the failure, refusal, or inability on the part of the customer to install
2468 such device or devices immediately, shall constitute a ground for discontinuing water
2469 service to the premises until such device or devices have been properly installed.
2470

2471 (c) The Water Utilities Department shall annually complete and submit a Cross-connection
2472 Control Program Annual Report, Form 62-555.900(13), effective January 2016, in
2473 accordance with paragraph 62-555.360(2)(b) FAC. The Department shall take all
2474 necessary steps to collect and store data required to complete this report.
2475

2476 **9.3 Interconnection of Private Water System/Irrigation Well to City Water System**
2477 **Prohibited.**
2478

2479 Private water systems are prohibited from use for domestic potable water, where potable water is
2480 supplied by the City. If private water systems (wells) are used for irrigation purposes, the
2481 potable water system shall have an approved backflow device installed by the customer
2482 immediately downstream of the meter. Service of water to any premise may be disconnected by
2483 the city if a required backflow prevention device is not installed, tested and maintained. Water
2484 service will not be restored until such conditions or defects are corrected. All turn-off and turn-
2485 on service charges shall be paid by the consumer.
2486

2487 **9.4 Backflow Prevention Devices Required**
2488

- 2489 (a) Generally. The following new users of the city's water system shall install and maintain
2490 appropriate backflow prevention devices:
2491
- 2492 (1) Any user having a fire line connected to the city's water system, with the
2493 backflow prevention device to be installed in the fire line.
2494
 - 2495 (2) Any user located in a building that is more than two (2) stories in height.
2496
 - 2497 (3) Any commercial or industrial user.
2498

2499 An approved backflow prevention device shall be installed on each service line to a
2500 customer's water system at or near the property line or immediately inside the building
2501 being served and, in all cases, before the first branch line leading off the service line,
2502 whenever the above conditions exist:
2503

2504 (b) High-Risk Users. It is recognized that certain existing users of the city's water system
2505 may pose a high risk to the system. Accordingly, the following existing users shall,
2506 within six (6) months of receipt of notice from the city, install and maintain appropriate
2507 backflow prevention devices; the type and size to be determined by the city:
2508

- 2509 (1) Nursing homes;
- 2510 (2) Hospitals;
- 2511 (3) Medical offices;
- 2512 (4) Dental offices;
- 2513 (5) Mortuaries;
- 2514 (6) Funeral parlors;
- 2515 (7) Restaurants;
- 2516 (8) Sewage lift stations;
- 2517 (9) Automobile paint shops;
- 2518 (10) Automobile body shops;
- 2519 (11) Radiator repair shops;
- 2520 (12) Waterfront facilities;
- 2521 (13) Veterinary establishments;
- 2522 (14) Manufacturing and processing plants;
- 2523 (15) Car washes;
- 2524 (16) Chemical plants;
- 2525 (17) Film laboratories;
- 2526 (18) Laundries;
- 2527 (19) Dry cleaning establishments;
- 2528 (20) Pest exterminating companies;
- 2529 (21) Automobile filling and service stations;
- 2530 (22) Schools with laboratories;
- 2531 (23) Any commercial and industrial user handling, on a continuing or frequently
2532 recurring basis, corrosive, toxic, infectious, radioactive or other substances that
2533 would be a health hazard if they entered the drinking water supply;
- 2534 (24) Any user located in a building that is more than two (2) stories in height; and
- 2535 (25) Any user having a fire line connected to the city's water system, with the
2536 backflow prevention device to be installed in the fire line.

2537
2538 (c) Exemption for single-family structures. Single-family structures are exempt from the
2539 above requirements unless the city determines that a special health hazard exists.

2540
2541 (d) Type and size of required device. The type and size of each required backflow prevention
2542 device will be determined by the city.

2543
2544 (e) Grounds for termination of water service. The failure of a user of the city's water system
2545 to install or maintain backflow prevention devices as provided in this article will be
2546 grounds for termination of water service. In the case of an immediate hazard to the public
2547 health, water service may be terminated without notice, but upon request, the user will be
2548 entitled to a prompt hearing to determine the propriety of the termination.

2549

2550 **9.5 Inspection by City**

2551
2552 (a) The customer's system shall be open for inspection at all reasonable times to authorized
2553 representatives of the water utilities department to determine whether cross-connections
2554 or other structural or sanitary hazards, including violations of these regulations, exist.
2555 When such a condition becomes known, the Director of Water Utilities shall deny or
2556 immediately discontinue service to the premises by providing for a physical break in the
2557 service line until the customer has corrected the condition in conformance with state and
2558 city laws relating to plumbing and water supplies and the regulations adopted pursuant
2559 thereto.

2560
2561 **9.6 Backflow Prevention Devices; When Required; Specifications.**

2562
2563 (a) Type and size of required device. The type and size of each required backflow prevention
2564 device will be determined by the city.

2565
2566 (b) The term “approved backflow prevention device” shall be a device that has been
2567 manufactured in full conformance with the standards established by the American Water
2568 Works Association and entitled “AWWA C510 Double Check Valve Backflow
2569 Prevention Assembly” or “AWWA C511 Reduced Pressure Principle Backflow
2570 Prevention Assembly” and which has met completely the laboratory and field
2571 performance specifications of the Foundation for Cross Connection Control and
2572 Hydraulic Research of the University of Southern California established by the Manual of
2573 Cross-Connection Control, 10th Edition, or the most current issue. These standards and
2574 specifications have been adopted herein.

2575
2576 **9.7 Backflow Protection Device Testing.**

2577
2578 (a) It shall be the duty of the customer-user at any premises where backflow prevention
2579 devices are installed, to have certified inspections and operational tests made at least once
2580 per year. These inspections and tests shall be at the expense of the customer and shall be
2581 performed by the device manufacturer's representative, by a certified tester or plumber
2582 approved by the state for such purpose.

2583
2584 (b) If a user of the city's water system fails to have a required backflow prevention device
2585 tested within thirty (30) days of receipt of notice from the city, the city may issue a
2586 second notice to have the device tested.

2587
2588 **9.8 Backflow Protection Device Repair**

2589
2590 (a) If a backflow prevention device fails a test required by this section, the user of the city's
2591 water system who is responsible for the proper operation of the device shall, within
2592 fourteen (14) days of receipt of notice of such failure, have it repaired and submit
2593 certification of proper operation to the city.

2594

2595 (b) These devices shall be repaired, overhauled, or replaced at the expense of the customer-
2596 user whenever such devices are found to be defective. Records of such tests, repairs and
2597 overhauls, shall be submitted to the Water Utilities Director or designee.
2598
2599

2600 **9.9 Notice of Violation; Failure to Remedy; Termination of Service**
2601

2602 The Director or designee, shall notify the owner or authorized agent of the owner of the building
2603 or premises in which there is found a violation of this chapter, of such violation. The director
2604 shall set a reasonable time for the owner to have the violation removed or corrected (thirty (30)
2605 days maximum, or as determined by degree or hazard. On failure of the owner to have the
2606 violation corrected by the end of a specified time interval, the director may, if in his judgment an
2607 imminent health hazard exists, cause the water service to the building or premises to be
2608 terminated and/or charge additional fees provided in applicable resolutions approving fees and
2609 charges.
2610

2611 **CHAPTER 10: CONSERVATION PROGRAMS**
2612

2613 **10.1 Conservation Policy.**
2614

2615 (a) It is the policy of the city to reduce the consumption of fresh raw water required to
2616 provide adequate, safe, economic, reliable and environmentally sound potable water
2617 utility services. It is also the policy of the city to develop and provide cost effective
2618 services, information, and incentives which will reduce the consumption of and demand
2619 on potable water utility resources by consumers.
2620

2621 (b) The Water Utilities Director or his/her designee may designate procedures for the
2622 provision of financial incentives through rate structures to utility customers encouraging
2623 the wise use of potable water and the installation of conservation measures, which are
2624 consistent with the water conservation policies and objectives of the city. Financial
2625 incentives through rate structures may also be used to encourage conservation measures
2626 within the city's water utility system service area outside municipal boundaries.
2627

2628 **CHAPTER 11: EMERGENCY WATER USE, WATER RESTRICTIONS AND THE**
2629 **WATER SHORTAGE PLAN**
2630

2631 **11.1 Intent and Purpose.**
2632

2633 It is the intent and purpose of this chapter to protect the water resources of the city from the
2634 harmful effects of over-utilization during periods of water shortage and allocate available water
2635 supplies by assisting the South Florida Water Management District in the implementation of its
2636 water shortage plan.
2637

2638 **11.2 Applicability.**
2639

2640 The provisions of this chapter shall apply to all persons using the water resource within the
2641 geographical areas subject to the “water shortage” or “water shortage emergency”, as determined
2642 by the district, whether from public- or privately-owned water utility systems, private wells or
2643 private connections with surface water bodies. This chapter shall not apply to persons using only
2644 salt water.

2645

2646 **11.3 Water-Use Restrictions Phases (Levels)**

2647

2648 The District has established specific water-use restrictions according to the severity of the water
2649 shortage – Phase I, moderate; Phase II, severe; Phase III, extreme; and, Phase IV, critical. Each
2650 level requires an increasingly larger reduction in water use. The District correlates each phase of
2651 the restrictions to the overall percentage of reductions needed.

2652

2653 (a) Phase I, Moderate: Phase I water restrictions require water users to limit outdoor water
2654 use. Residential irrigation water uses are generally limited to three days per week. These
2655 actions have a goal to produce a 15 percent reduction in overall demand on our water
2656 resources by all users.

2657

2658 (b) Phase II, Severe: Phase II water restrictions require water users to limit outdoor water
2659 use. Residential irrigation water uses are generally limited to two days per week. These
2660 actions have a goal to produce a 30 percent reduction in overall demand on our water
2661 resources by all users.

2662

2663 (c) Phase III, Extreme: Phase III water restrictions require water users to limit outdoor water
2664 use. Residential irrigation water uses are generally limited to one day per week. These
2665 actions have a goal to produce a 45 percent reduction in overall demand on our water
2666 resources by all users.

2667

2668 (d) Phase IV, Critical: Phase IV water restrictions require water users to limit outdoor water
2669 use. Residential irrigation water uses are generally not allowed. These actions have a
2670 goal to produce a 60 percent reduction in overall demand on our water resources by all
2671 users.

2672

2673 **11.4 Declaration of Water Shortage or Water Shortage Emergency.**

2674

2675 The declaration of a water shortage or water shortage emergency within all or any part of the
2676 county by the governing board or the executive director of the district shall invoke the provisions
2677 of this article. Upon such declaration, all water use restrictions or other measures adopted by the
2678 district applicable to the city, or any portion thereof, shall be subject to enforcement action
2679 pursuant to the Code. Any violation of the provisions of chapter 40E-21, Florida Administrative
2680 Code, or any order issued pursuant thereto, shall be a violation of the Code.

2681

2682 **11.5 System-Based Water Shortages.**

2683

2684 The city manager may declare a water shortage and impose water restrictions in accordance with
2685 the district's water shortage plan, when necessary to curtail water use within the city water
2686 system due to a mechanical failure or other operational problem with said system.
2687

2688 **11.6 Permanent Restrictions on Lawns and Landscaping Irrigation**
2689

2690 For the purpose of permanent restrictions on lawns and landscaping irrigation, the City of Lake
2691 Worth shall be considered under Phase I Modified (three day per week) restrictions as defined
2692 herein and by the most updated detailed restrictions imposed by South Florida Water
2693 Management District.
2694

2695 **11.7 Enforcement**

2696 Residential and commercial water restrictions are mandatory and are enforced by
2697 South Florida Water Management District staff, local governments and law
2698 enforcement agencies. Every sheriff's deputy having jurisdiction in the area governed
2699 by this chapter shall, in connection with all other duties imposed by law, diligently
2700 enforce the provisions of this chapter. In addition, the City Manager may also
2701 delegate enforcement responsibility for this chapter to agencies and departments of
2702 city government in accordance with state and local law.
2703

2704 Violations of water restrictions may be reported to local law enforcement or city code
2705 enforcement personnel. If you choose to notify the local law enforcement agency,
2706 please call their non-emergency number
2707

2708 **CHAPTER 12: WASTEWATER (SANITARY SEWERAGE) UTILITY SERVICE**
2709

2710 **12.1 Purpose and Policy.**
2711

2712 To set forth uniform requirements for users of the city wastewater system (local sewer), the
2713 subregional wastewater collection system (regional sewer) and the East Central Regional
2714 Wastewater Treatment Facility (ECR) and to enable the city and the ECR to comply with all
2715 applicable State and Federal laws, including the Clean Water Act and Rule 62-625, F.A.C.
2716 (Pretreatment Requirements for Existing and Other Sources of Pollution). The objectives of this
2717 article are:
2718

2719(a) To prevent the introduction of pollutants into the wastewater facilities that will interfere with
2720 its operation;
2721

2722(b) To prevent the introduction of pollutants into the wastewater facilities that will pass through
2723 the wastewater facilities without adequate treatment and receiving waters, or otherwise be
2724 incompatible with the wastewater facilities;
2725

2726(c) To protect wastewater facility personnel who may be affected by the wastewater in the
2727 course of their employment;
2728

- 2729(d) To promote reuse and recycling of industrial wastewater and sludge from the wastewater
2730 facilities;
2731
- 2732(e) To prevent the introduction of pollutants into the waters of the state from private wastewater
2733 facilities;
2734
- 2735(f) To provide for fees for the equitable distribution of the cost of operation, maintenance, and
2736 improvement of the wastewater facilities; and
2737
- 2738(g) To enable the City of West Palm Beach, which holds the National Pollutant Discharge
2739 Elimination System permit on behalf of the ECR, to comply with the NPDES permit
2740 conditions, sludge use and disposal requirements, and any other federal or state laws to which
2741 the wastewater facilities are subject.
2742

2743 **12.2 Public Information**

2744

2745 Information and data on a user obtained from reports, surveys, wastewater discharge permit
2746 applications, wastewater discharge permits, and monitoring programs, and from the director's
2747 inspection and sampling activities, shall be available to the public without restriction, unless the
2748 user specifically requests, and is able to demonstrate to the satisfaction of the director, that the
2749 release of such information would divulge information, processes, or methods of production
2750 entitled to protection as trade secrets under applicable state law. Any such request must be
2751 asserted at the time of submission of the information or data. When requested and demonstrated
2752 by the user furnishing a report that such information should be held confidential, the portions of
2753 a report which might disclose trade secrets or secret processes shall not be made available for
2754 inspection by the public, but shall be made available immediately upon request to governmental
2755 agencies for uses related to the NPDES program or pretreatment program, and in enforcement
2756 proceedings involving the person furnishing the report. Wastewater constituents and
2757 characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as
2758 confidential information and will be available to the public without restriction.
2759

2760 **12.3 Use of public sewers required- See requirements of Chapter 18, Municipal Code**

2761

2762 **12.4 Suitable Toilet Facilities Required.**

2763

- 2764 (a) Buildings and establishments shall be provided by the owner thereof, with at least one
2765 flush toilet as required by Chapter 64E, FAC. All flush toilets shall be kept clean and in a
2766 sanitary working condition.
- 2767 (b) All owners, as defined herein, are hereby required, at their expense, to install suitable
2768 toilet facilities.
- 2769 (c) Flush toilets shall be provided at all times with sufficient running water under pressure to
2770 flush the toilet clean after each use.
- 2771 (d) No person shall dispose of human excrement except in a flush toilet.
- 2772 (e) It shall be unlawful to discharge to any natural outlet within the city, or in any area under
2773 the jurisdiction of said city, any wastewater or other polluted waters, except where
2774 suitable treatment has been provided in accordance with provisions of this chapter.

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12.6 Powers and Authority of Inspectors.

- (a) Authorized representatives of the city, the FDEP, and the EPA bearing proper credentials shall be permitted to enter upon any property without prior notification for the purpose of inspection, observation, measurement, sampling, testing review and/or photocopying of records, or investigation as may be necessary in the enforcement of this chapter. Entry shall be made during daylight or operating hours unless abnormal or emergency circumstances require otherwise.
- (b) The city may seek issuance of a search warrant(s) from any court of competent jurisdiction for the following reasons:
 - (1) Refusal of access to a building, structure or property or any part thereof.
 - (2) If the city is able to demonstrate probable cause to believe that there may be a violation of this article.
 - (3) If there is a need to inspect and/or sample as part of a routine inspection and sampling program of the city.
 - (4) To protect the public health, safety and welfare of the city.

12.7 Authority to Refuse/Disconnect Service.

The city reserves the right to terminate wastewater disposal services and disconnect a customer from the system when:

- (a) Acids or chemicals damaging to wastewater facilities are released into the sewer causing rapid deterioration of these structures or interfering with proper conveyance and treatment of wastewater;
- (b) A governmental agency informs the city that the effluent from the wastewater treatment plant is no longer of a quality permitted for discharge into a watercourse, and it is found that the customer is delivering wastewater to the city's system that cannot be sufficiently treated or requires treatment that is not provided by the city as normal domestic treatment; or
- (c) The customer:
 - (1) Discharges industrial waste or wastewater that is in violation of the permit issued by the approving authority,
 - (2) Discharges wastewater at an uncontrolled, variable rate in sufficient quality to cause an imbalance in the wastewater treatment system.

- 2821 (3) Discharges wastewater from a commercial or industrial customer, which contains
2822 excessive quantities of fats, oils or grease that may cause sewer backups or cause
2823 problems for the wastewater treatment system.
2824
- 2825 (4) Fails to pay monthly bills for water and sanitary sewer services when due, or
2826
- 2827 (5) Repeats a discharge of prohibited wastes into public sewers.
2828

2829 **12.8 Depositing Objectionable Wastes on Public and Private Property.**

2830
2831 See requirements of Chapter 18, Municipal Code.
2832

2833 **12.9 Discharge Prohibited to Sanitary Sewer System.**

- 2834
- 2835 (a) No person shall discharge or cause to be discharged any unpolluted waters such as
2836 exterior foundation drains, or untreated cooling water to any sanitary sewer.
2837
- 2838 (b) No person shall discharge or cause to be discharged any stormwater, groundwater, roof
2839 runoff, subsurface drainage, to any sanitary sewer. No person shall make connection of
2840 roof downspouts, area drains or other sources of surface run-off or groundwater to a
2841 building sewer or building drain which in turn is connected directly or indirectly to the
2842 public sanitary sewer system.
2843
- 2844 (c) No person shall discharge or cause to be discharged any of the following described
2845 wastes to any public sewers:
2846
- 2847 (1) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid,
2848 solid, or gas.
2849
- 2850 (2) Any waters containing toxic or poisonous solids, liquids or gases in sufficient
2851 quantity, either singly or by interaction with other wastes, to injure or interfere
2852 with any waste treatment process, constitute a hazard to humans or animals, create
2853 a public nuisance, or create any hazard in the receiving waters of the wastewater
2854 treatment plant.
2855
- 2856 (3) Any waters or wastes having a pH lower than 5.5 or greater than 9.0, or having
2857 any other corrosive property capable of causing damage or hazard to structures,
2858 equipment, and personnel.
2859
- 2860 (4) Solid or viscous substances in quantities or of such size capable of causing
2861 obstruction to the flow in sewers, or other interference with the proper operation
2862 of the wastewater facilities such as, but not limited to, ashes, bones, cinders, sand,
2863 mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground
2864 garbage, whole blood, paunch manure, hair and fleshings, entrails and paper
2865 dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
2866

2867 (d) All such existing connections shall be removed and corrected at the expense of the user.

2868

2869 **12.10 Discharging into Natural Outlets.**

2870

2871 See requirements of Chapter 18, Municipal Code.

2872

2873 **CHAPTER 13 INDUSTRIAL PRETREATMENT PROGRAM**

2874

2875 **13.1 Purpose**

2876

2877 To regulate industrial waste pretreatment facilities and discharge of industrial waste into the East
2878 Central Regional Wastewater Reclamation Facility and providing for pollutant limitations, data
2879 collection, monitoring, and sampling, and providing for penalties for the violation thereof for the
2880 following purposes:

2881

2882 (a) To prevent the introduction of pollutants into the city's wastewater system which will
2883 interfere with the normal operation of the wastewater collection system or the wastewater
2884 treatment plant, or which will contaminate the resulting municipal sludge;

2885

2886 (b) To prevent the introduction of pollutants into the city's wastewater collection system
2887 which do not receive adequate treatment by the ECRWRF, and which will pass through
2888 the system into receiving waters or the atmosphere or otherwise be incompatible with the
2889 system;

2890

2891 (c) To protect the Wastewater Facility workers and the general public;

2892

2893 (d) To provide for fees for the equitable distribution of the costs of operation, maintenance,
2894 and improvement of the Wastewater Facility;

2895

2896 (e) To improve the opportunity to recycle and reclaim wastewater and sludge from the
2897 system; and

2898

2899 (f) To enable the city to comply with its National Pollutant Discharge Elimination System
2900 permit conditions, sludge use and disposal requirements, and any other federal or state
2901 laws to which the ECRWRF is subject.

2902

2903 **13.2 Policy**

2904

2905 The policy is established that the provisions of this chapter will be enforced to the fullest extent
2906 possible under the provisions of Federal Pretreatment Regulations 40 CFR Part 403 and Florida
2907 Administrative Code Rules, 62-302, 62-600, 62-604, 62-610, and 62-625 issued by the Florida
2908 Department of Environmental Protection, and the Industrial Pretreatment Program administered
2909 on behalf of the ECRWRF by the City of West Palm Beach. The standards set forth are
2910 minimum requirements to ensure the general health and welfare of the public. Except as
2911 otherwise provided herein, the City of West Palm Beach shall administer, implement, and
2912 enforce the provisions of this chapter as controlling authority of the ECRWRF.

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13.3 Compliance with Provisions or More Stringent Regulations.

The more stringent of ECRWRF, State or Federal requirements and limitations on discharges shall apply in any case where they are more stringent than requirements and limitations or those in this chapter.

13.4 Prohibited Discharge Standards.

Users shall not discharge pollutants into the ECRWRF unless in accordance with this chapter and Chapter 18 of the Municipal Code.

- (a) Local pretreatment standards. Any wastes containing concentrations in excess of the local pretreatment standards defined in Chapter 18 of the Municipal Code are prohibited:

PARAMETER	MAXIMUM ALLOWABLE CONCENTRATION DURING A 24-HOUR PERIOD (mg/L)
Aluminum	16.0
Ammonia	50.0
Antimony	0.2
Arsenic	0.45
Barium	3.0
Beryllium	8.8
Biochemical Oxygen Demand (BOD)	400.0
Bismuth	0.05
Cadmium	0.32
Carbonaceous Biochemical Oxygen Demand (CBODs)	400.0
Chloride	600.0
Chemical Oxygen Demand (COD)	800.0
Chromium Total	30.00
Cobalt	1.0
Cooper	11.00
Cyanide	1.80
Cyanide Amendable to Chlorination	0.5
Hydrogen Sulfide	5.0
Iron	10.0
Lead	1.90
Manganese	1.0
Mercury	0.07
Molybdenum	0.80
Nickel	2.99
Oil, and Grease	100.0

Petroleum Hydrocarbons	15.0
pH (Standard Units)	5.5 9.5
Phenol	5.0
Phenolic Compound	0.5
Selenium	1.25
Silver	4.10
Strontium	0.2
Temperature (F)	150.0
Tin	0.6
Total Suspended Solids	400.0
Zinc	2.70

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The above limits apply at the point where the wastewater is discharged to the ECRWRF. The control authority may impose mass limitations, instantaneous maximum limitations, maximum monthly average values, or maximum four-day average values, in addition to, or in place of, the limitations listed above.

- (b) Right of revision. The city reserves the right to establish, by ordinance or in permits, more stringent limitations or requirements on discharges to the ECRWRF if deemed necessary to comply with the requirements of this article.
- (c) Dilution. No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with the limitations unless expressly authorized by an applicable Federal Categorical Pretreatment Standard, or in any other pollutant-specific limitation developed by the state. The control authority may impose mass limitations on users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.
- (d) Septic and industrial waste hauling.
 - (1) Septic tank waste may be introduced into the ECRWRF only at the septic receiving station located at the ECRWRF.
 - (2) Any industrial or septic waste haulers shall have a discharge permit issued under conditions specified herein.
 - (3) No hauled load may be discharged without prior written consent from the city. Samples may be collected from each load to ensure compliance with applicable standards. The industrial or septic waste hauler may be required to provide waste analysis of any load prior to discharge.
 - (4) Industrial and septic waste hauler must provide a waste tracking form for every load. The form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, names and addresses of sources of waste, volume and characteristics of waste. This form shall identify the type of

2964 industry known or suspected waste constituents and whether any wastes are
2965 RCRA hazardous wastes.

2966
2967 (e) Control of discharge. If any wastes or wastewaters are discharged, or are proposed to be
2968 discharged, to the ECRWRF which contain the substances or possess the characteristics
2969 enumerated in section 18-20 as prohibited by this article, does not meet applicable
2970 pretreatment standards and requirements, and/or which may have a deleterious effect
2971 upon the ECRWRF, its processes, equipment, or receiving waters, or which otherwise
2972 create a hazard to life or constitute a public nuisance, the city may:

2973
2974 a. Reject the wastes or deny or condition the introduction of new sources of
2975 wastewater to the ECRWRF; or

2976
2977 b. Require the industrial user to demonstrate that in-plant improvements will
2978 modify the discharge to such a degree as to be acceptable; and/or

2979
2980 c. Require pretreatment of the industrial user's discharge to ensure
2981 compliance with this article; and/or

2982
2983 d. Require payment of an industrial waste surcharge to cover the added cost
2984 of handling and treating excess loads imposed on the ECRWRF by such
2985 discharge. These special surcharges shall be approved by the city as stated
2986 in the existing schedule of rates and fees to the ECRWRF. Approval of
2987 industrial waste surcharges for the recovery of treatment costs does not
2988 replace or supersede the requirements for pretreatment facilities, should
2989 they be found necessary by the city.

2990
2991 **13.5 Pretreatment.**

2992
2993 (a) Pretreatment facilities. Users shall provide wastewater treatment as necessary to comply
2994 with Article 18 of the Municipal Code and this Chapter. Users shall achieve compliance
2995 with all categorical pretreatment standards, local limits, and the prohibitions set out in
2996 this article within the time limitations specified by EPA, the state or the city, whichever is
2997 more stringent. Any pretreatment facility shall be provided, operated, and maintained at
2998 the user's sole cost and expense. Detailed plans prepared by a registered engineer in the
2999 state describing such facilities and operating procedures must be approved in writing by
3000 the city before such facilities are constructed. The review and approval of such plans and
3001 operating procedures shall not relieve user from the responsibility of modifying such
3002 facilities as necessary to produce a discharge in compliance with this article.

3003
3004 (b) Additional pretreatment measures.

3005
3006 (1) Whenever deemed necessary, the city may require users to restrict their discharge
3007 during peak flow periods, designate that certain wastewater be discharged only
3008 into specific sewers, relocate and/or consolidate points of discharge, separate
3009 sewage waste streams from industrial waste streams, and such other conditions as

3010 may be necessary to protect the ECRWRF and determine the user's compliance
3011 with the requirements of this article.

3012
3013 (2) The city may require any person discharging into the ECRWRF to install and
3014 maintain, on their property and at their sole cost and expense, a suitable storage
3015 and flow-control facility to ensure equalization of flow. A permit may be issued
3016 solely for flow equalization.

3017
3018 (3) Users with the potential to discharge flammable substances shall be required to
3019 install and maintain an approved combustible gas detection meter.

3020
3021 (4) All records relating to compliance with the referenced pretreatment standards
3022 shall be made available to the city, the state, and the EPA for examination and
3023 duplication upon request at no charge.

3024
3025 (a) Pretreatment facilities - approval. If the city permits the pretreatment or equalization of
3026 waste flows, the design and installation of the equipment shall be subject to the review
3027 and approval of the city, and subject to the requirements of all applicable codes,
3028 ordinances, and laws.

3029
3030 (b) Pretreatment facilities - maintenance. Where preliminary treatment or flow equalizing
3031 facilities are provided for any waters or wastes, they shall be maintained continuously in
3032 satisfactory and effective operation by the owner at the owner's expense.

3033
3034 **13.7 Other Interceptors/Traps.**

3035
3036 Sand and/or lint interceptors shall be provided when, in the opinion of the city, they are
3037 necessary for the proper handling of liquid wastes containing excessive amounts of grit material
3038 or lint, except that such interceptors shall not be required for private living quarters or dwellings
3039 or dwelling units. All interceptors shall be of a type and capacity approved by the city, and shall
3040 be located as to be readily and easily accessible for cleaning and inspection. The minimum size
3041 of interceptors shall be in conformance with the FBC Plumbing Code.

3042
3043 **13.8 Measurements/Tests.**

3044
3045 (a) Measurements, tests. All measurements, tests, and analyses of the characteristics of
3046 waters and wastes to which reference is made in this chapter shall be determined in
3047 accordance with the latest edition of "Standard Methods for the Examination of Water
3048 and Wastewater," Published by the American Public Health Association; shall be
3049 determined at the control manhole provided upon suitable samples taken at the control
3050 manhole; and shall be carried out by customarily accepted methods to reflect the effect of
3051 constituents upon the sewage works and to determine the existence of hazards to life,
3052 limb, and property. (The particular analyses involved will determine whether a 24 hour
3053 composite of all outfalls of a premise is appropriate or whether a grab sample or samples
3054 should be taken. Normally, but not always, BOD and suspended solids analyses are

3055 obtained from 24 hour composites of all outfalls whereas pHs are determined from
3056 periodic grab samples.)

3057
3058 (b) Control manhole. When required by the city, the owner of any property serviced by a
3059 building sewer carrying industrial wastes shall install a suitable control manhole together
3060 with such necessary meters and other appurtenances in the building sewer to facilitate
3061 observation, sampling, and measurement of the wastes. Such manhole, when required,
3062 shall be constructed in accordance with plans approved by the city. The manhole shall be
3063 installed by the owner at his/her expense, and shall be maintained by the owner so as to
3064 be safe and accessible at all times.

3065
3066 **13.9 Uncontrolled Discharges.**

3067
3068 (a) Each user shall provide the city protection from uncontrolled discharge of prohibited
3069 materials or other substances regulated by this chapter.

3070
3071 (b) In the case of an uncontrolled discharge, it is the responsibility of the user to immediately
3072 telephone and notify the ECRWRF of the incident. The notification shall include location
3073 of discharge, type of waste, concentration and volume, and corrective actions.

3074
3075 (c) Within five days following a slug discharge, the user shall submit to the Control
3076 Authority a detailed written report describing the cause of the discharge and the measures
3077 to be taken by the user to prevent similar future occurrences. Such notification shall not
3078 relieve the user of any expense, loss, damage, or other liability which may be incurred as
3079 a result of damage to the POTW, fish kills, or any other damage to person or property,
3080 nor shall such notification relieve the user of any fines, civil penalties, or other liability
3081 which may be imposed by this chapter or other applicable law.

3082
3083 (d) A notice shall be permanently posted on the user's bulletin board or other prominent
3084 place advising employees whom to call in the event of a dangerous discharge. Employers
3085 shall ensure that all employees who may cause or suffer such a dangerous discharge to
3086 occur are advised of the emergency notification procedure.

3087
3088 (e) Accidental uncontrolled discharge control plans. All IPP facilities, shall, to prevent
3089 uncontrolled discharges of prohibited materials, provide and maintain at the owner's cost
3090 and expense an accidental uncontrolled discharge control plan. Detailed plans showing
3091 facilities and operating procedures to provide this protection shall be submitted to the city
3092 for review, and shall be approved by the city before construction of the facility. At least
3093 once every two (2) years, the Control Authority shall evaluate whether to require each
3094 significant industrial user to adopt an accidental discharge/slug control plan.
3095 Alternatively, the Control Authority may develop such a plan for any user. Review and
3096 approval of such plans and operating procedures shall not relieve the industrial user from
3097 the responsibility to modify the user's facility as necessary to meet the requirements of
3098 this chapter. An accidental uncontrolled discharge control plan shall address, at a
3099 minimum, the following:

3100

- 3101 (1) Description of discharge practices, including non-routine batch discharges;
3102
3103 (2) Description of all stored chemicals;
3104
3105 (3) Procedures for immediately notifying the city of any accidental or uncontrolled
3106 discharge; and
3107
3108 (4) Procedures to prevent adverse impact from any accidental or uncontrolled
3109 discharge. Such procedures include, but are not limited to, inspection and
3110 maintenance of storage areas, handling and transfer of materials, loading and
3111 unloading operations, control of plant site runoff, worker training, building of
3112 containment structures or equipment, measures for containing toxic organic
3113 pollutants, including solvents, and/or measures and equipment for emergency
3114 response.
3115

3116 **13.10 Industrial Wastewater Discharge Permit.**

- 3117
3118 (a) An Industrial Wastewater Discharge Permit shall be obtained as required by Article 18 of
3119 the Municipal Code, which shall govern in all respects.
3120

3121 **13.11 Reporting Requirements.**

- 3122
3123 (a) Baseline monitoring reports. Within either one hundred eighty (180) days after the
3124 effective date of a categorical pretreatment standard, or the final administrative decision
3125 on a category determination under Rule 62-625.410(2)(d), F.A.C., whichever is later,
3126 existing categorical industrial users currently discharging to or scheduled to discharge to
3127 the ECRWRF shall submit to the city a report which contains the information listed
3128 numerically below. At least ninety (90) days prior to commencement of their discharge,
3129 new sources, and sources that become categorical industrial users subsequent to the
3130 promulgation of an applicable categorical standard, shall submit to the city a report which
3131 contains the information listed numerically below. A new source shall report the method
3132 of pretreatment it intends to use to meet applicable categorical standards. A new source
3133 also shall give estimates of its anticipated flow and quantity of pollutants to be
3134 discharged.
3135
3136 (1) Identifying information. The name and address of the facility, including the name
3137 of the operator and owner.
3138
3139 (2) Environmental permits. A list of any environmental control permits held by or for
3140 the facility.
3141
3142 (3) Description of operations. A brief description of the nature, average rate of
3143 production, and standard industrial classifications of the operation(s) carried out
3144 by such user. This description should include a schematic process diagram which
3145 indicates points of discharge to the ECRWRF from the regulated processes.
3146

3147 (4) Flow measurement. Information showing the measured average daily and
3148 maximum daily flow, in gallons per day, to the ECRWRF from regulated process
3149 streams and other streams, as necessary to allow use of the combined waste
3150 stream formula set out in Rule 62-625.410(6), F.A.C.
3151

3152 (5) Measurement of Pollutants.
3153

3154 a. The categorical pretreatment standards applicable to each regulated
3155 process.
3156

3157 b. The results of sampling and analysis identifying the nature and
3158 concentration, and/or mass, where required by the standard or by the city,
3159 of regulated pollutants in the discharge from each regulated process.
3160 Instantaneous, daily maximum, and long-term average concentrations, or
3161 mass, where required, shall be reported. The sample shall be
3162 representative of daily operations and shall be analyzed in accordance with
3163 approved procedures.
3164

3165 c. Sampling must be performed in accordance with procedures set out in the
3166 Municipal Code Article 18.
3167

3168 (6) Certification. A statement, reviewed by the user's authorized representative and
3169 certified by a qualified professional, indicating whether pretreatment standards are
3170 being met on a consistent basis, and, if not, whether additional operation and
3171 maintenance (O&M) and/or additional pretreatment is required to meet the
3172 pretreatment standards and requirements.
3173

3174 (7) Compliance Schedule. If additional pretreatment and/or O&M will be required to
3175 meet the pretreatment standards, the shortest schedule by which the user will
3176 provide such additional pretreatment and/or O&M. The completion date in this
3177 schedule shall not be later than the compliance date established for the applicable
3178 pretreatment standard.
3179

3180 (8) Signature and Certification. All baseline monitoring reports must be signed and
3181 certified.
3182

3183 (b) Compliance Schedule Progress Reports. The following conditions shall apply to the
3184 compliance schedule:
3185

3186 (1) The schedule shall contain progress increments in the form of dates for the
3187 commencement and completion of major events leading to the construction and
3188 operation of additional pretreatment required for the user to meet the applicable
3189 pretreatment standards (such events include, but are not limited to, hiring an
3190 engineer, completing preliminary and final plans, executing contracts for major
3191 components, commencing and completing construction, and beginning and
3192 conducting routine operation);

- 3193
3194 (2) No increment referred to above shall exceed nine (9) months;
3195
- 3196 (3) The user shall submit a progress report to the city no later than fourteen (14) days
3197 following each date in the schedule and the final date of compliance, including, as
3198 a minimum, whether or not it complied with the increment of progress, the reason
3199 for any delay, and, if appropriate, the steps being taken by the user to return the
3200 established schedule; and
3201
- 3202 (4) In no event shall more than nine (9) months elapse between such progress reports
3203 to the city.
3204
- 3205 (c) Reports on compliance with categorical pretreatment standard deadline. Within ninety
3206 (90) days following the date for final compliance with applicable categorical pretreatment
3207 standards, or in the case of the new source following commencement of the introduction
3208 of wastewater into the ECRWRF, any user subject to such pretreatment standards and
3209 requirements shall submit to the city a report. For users subject to equivalent mass or
3210 concentration limits established in accordance with the procedures in Rule 62-625,410(4),
3211 F.A.C., this report shall contain a reasonable measure of the user's long-term production
3212 rate. For all other users subject to categorical pretreatment standards expressed in terms
3213 of allowable pollutant discharge per unit of production (or other measure of operation),
3214 this report shall include the user's actual production during the appropriate sampling
3215 period. All compliance reports must be signed and certified.
3216
- 3217 (d) Periodic Compliance Reports.
3218
- 3219 (1) All significant industrial users shall, at a frequency determined by the city but in
3220 no case less than twice per year (in June and December), submit a report
3221 indicating the nature and concentration of pollutants in the discharge which are
3222 limited by pretreatment standards and the measured or estimated average and
3223 maximum daily flows for the reporting period. All periodic compliance reports
3224 must be signed and certified.
3225
- 3226 (2) All wastewater samples must be representative of the user's discharge.
3227 Wastewater monitoring and flow measurement facilities shall be properly
3228 operated, kept clean, and maintained in good working order at all times. The
3229 failure of a user to keep its monitoring facility in good working order shall not be
3230 grounds for the user to claim that sample results are unrepresentative of its
3231 discharge.
3232
- 3233 (3) If a user subject to the reporting requirement in this section monitors any pollutant
3234 more frequently than required by the city, the results of this monitoring shall be
3235 included in the report.
3236

3237 (e) Reports of Changed Conditions. Each user must notify the city of any planned significant
3238 changes to the user's operations or system which might alter the nature, quality, or
3239 volume of its wastewater at least thirty (30) days before the change.

3240
3241 (1) The city may require the user to submit such information as may be deemed
3242 necessary to evaluate the changed condition, including the submission of a permit
3243 application.

3244
3245 (2) The city may issue a permit or modify an existing permit in response to changed
3246 conditions or anticipated changed conditions.

3247
3248 (3) For purposes of this requirement, significant changes include, but are not limited
3249 to, flow increases of twenty-five percent (25%) or greater, and the discharge of
3250 any previously unreported pollutants.

3251
3252 (f) Reports of Potential Problems.

3253
3254 (1) In the case of discharge, including, but not limited to, accidental discharges,
3255 discharges of a non-routine, episodic nature, a non-customary batch discharge, or
3256 a slug load, that may cause potential problems for the city, the user shall
3257 immediately telephone and notify the city of the incident. This notification shall
3258 include the location of the discharge, type of waste, concentration and volume, if
3259 known, and corrective actions taken by the user.

3260
3261 (2) Within five (5) days following such discharge, the user shall, unless waived by
3262 the city, submit a detailed written report describing the cause(s) of the discharge
3263 and the measures to be taken by the user to prevent similar future occurrences.
3264 Such notification shall not relieve the user of any expense, loss, damage, or other
3265 liability which may be incurred as a result of damage to the ECRWRF, natural
3266 resources, or any other damage to person or property; nor shall such notification
3267 relieve the user of any fines, penalties, or other liability which may be imposed
3268 pursuant to this article.

3269
3270 (3) A notice shall be permanently posted on the user's bulletin board or other
3271 prominent place advising employees whom to call in the event of a discharge
3272 described in subparagraph (1) above. Employers shall ensure that all employees,
3273 who may cause a discharge to occur, are advised of the emergency notification
3274 procedure.

3275
3276 (g) Reports from Unpermitted Users. All users not required to obtain a permit shall provide
3277 appropriate reports to the city as the city may require.

3278
3279 (h) Notice of Violation/Repeat Sampling and Reporting. If sampling performed by a user
3280 indicates a violation, the user must notify the city within twenty-four (24) hours of
3281 becoming aware of the violation. The user shall also repeat the sampling and analysis and
3282 submit the results of the repeat analysis to the city within thirty (30) days after becoming

3283 aware of the violation. The user is not required to resample if the city monitors at the
3284 user's facility at least once a month, or if the city samples between the user's initial
3285 sampling and when the user receives the results of this sampling.
3286

3287 (i) Notification of Discharge of Hazardous Waste.
3288

3289 (1) Any user who commences the discharge of hazardous waste shall notify the city,
3290 the EPA Regional Waste Management Ordinance Director, and state hazardous
3291 waste authorities, in writing, of any discharge into the ECRWRF of a substance
3292 which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part
3293 261. Such notification must include the name of the hazardous waste as set forth
3294 in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge
3295 (continuous, batch, or other). If the user discharges more than one hundred (100)
3296 kilograms of such waste per calendar month to the ECRWRF, the notification also
3297 shall contain the following information to the extent such information is known
3298 and readily available to the user; an identification of the hazardous constituents
3299 contained in the wastes, an estimation of the mass and concentration of such
3300 constituents in the waste stream discharged during that calendar month, and an
3301 estimation of the mass of constituents in the waste stream expected to be
3302 discharged during the following twelve (12) months. All notifications must take
3303 place no later than one hundred and eighty (180) days after the discharge
3304 commences. Any notification under this paragraph needs be submitted only once
3305 for each hazardous waste discharged. However, notifications of changed
3306 conditions must be submitted under section 18-23(e). The notification
3307 requirement in this section does not apply to pollutants already reported by users
3308 subject to categorical pretreatment standards under the self-monitoring
3309 requirements of Article 18 Municipal Code.
3310

3311 (2) Discharges are exempt from the requirements of paragraph (1), above, during a
3312 calendar month in which they discharge no more than fifteen (15) kilograms of
3313 hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40
3314 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of
3315 nonacute hazardous wastes in a calendar month, or of any quantity of acute
3316 hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-
3317 time notification. Subsequent months during which the user discharges more than
3318 such quantities of any hazardous waste do not require additional notification.
3319

3320 (3) In the case of any new regulations under Section 3001 of RCRA identifying
3321 additional characteristics of hazardous waste or listing any additional substance as
3322 a hazardous waste, the user must notify the city, the EPA Regional Waste
3323 Management Waste Ordinance Director, and state hazardous waste authorities of
3324 the discharge of such substance within ninety (90) days of the effective date of
3325 such regulations.
3326

3327 (4) In the case of any notification made under this section, the user shall certify that it
3328 has a program in place to reduce the volume and toxicity of hazardous wastes
3329 generated to the degree it has determined to be economically practical.
3330

3331 (5) This provision does not create a right to discharge any substance not otherwise
3332 permitted to be discharged by this article, a permit issued thereunder, or any
3333 applicable federal or state law.
3334

3335 (j) Analytical Requirements. All pollutant analyses, including sampling techniques, to be
3336 submitted as part of a permit application or report shall be performed in accordance with
3337 the techniques prescribed in 62-625,600(1)(e), F.A.C., unless otherwise specified in an
3338 applicable categorical pretreatment standard; or the sampling or analytical techniques for
3339 the pollutant in question is not given for the pollutant in question, sampling and analyses
3340 must be performed in accordance with procedures approved by EPA.
3341

3342 (k) Sample Collection.
3343

3344 (1) Except as indicated in paragraph (2), below, the user must collect wastewater
3345 samples using flow proportional composite collection techniques. In the event
3346 flow proportional sampling is infeasible, the city may authorize the use of time
3347 proportional sampling or a minimum of four (4) grab samples where the user
3348 demonstrates that this will provide a representative sample of the effluent being
3349 discharged. In addition, grab samples may be required to show compliance with
3350 instantaneous discharge limits.
3351

3352 (2) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and
3353 volatile organic compounds must be contained using grab collection techniques.
3354

3355 (l) Timing. Written reports will be deemed to have been submitted on the date postmarked.
3356 For reports which are not mailed, postage prepaid, into a mail facility serviced by the
3357 United States Postal Service, the date of receipt of the report shall govern.
3358

3359 (m) Records. Any industrial user subject to the reporting requirements in this article is
3360 requested to retain for a minimum of three (3) years any records of monitoring activities
3361 and results, and shall make records available for inspection or photocopying by the city
3362 or state or federal officials. Records shall include the date, exact place, method and time
3363 of sampling and the name of the person(s) taking the samples; the dates analyses were
3364 performed; who performed the analysis, the analytical techniques or methods used and
3365 the results of said analyses. The three-year period shall be automatically extended for the
3366 duration of any litigation concerning the user, the city or where the user has been
3367 specifically notified of a longer retention period by the city.
3368

3369 **13.12 Protection from Damage.** 3370

3371 See requirements of Chapter 18, Municipal Code.
3372

3373 **13.13 Enforcement Actions.**

3374
3375 See requirements of Chapter 18, Municipal Code.

3376
3377 **13.14 Civil and Criminal Remedies.**

3378
3379 See requirements of Chapter 18, Municipal Code.

3380
3381 **13.15 Notification Requirements and Affirmative Defenses to Accidental Discharge, Upset,**
3382 **and Bypass.**

3383
3384 See requirements of Chapter 18, Municipal Code.

3385
3386 **13.17 Violations.**

3387
3388 See requirements of Chapter 18, Municipal Code.

3389
3390 **CHAPTER 14: FATS, OILS AND GREASE PROGRAM**

3391
3392 **14.1 Purpose**

3393
3394 To regulate and reduce the discharge of fats, oils and greases from commercial, and industrial
3395 facilities into the sanitary sewer system. Such discharges contribute to sewer backups, excessive
3396 sewer cleaning, lift station cleaning and wastewater treatment plant problems.

3397
3398 **14.2 Fats, Oils and Grease.**

- 3399
- 3400 (a) Wastewater containing such amounts of fats, oils or greases (FOG) as may be determined
 - 3401 by the Water Utilities Director or his/her designee to be detrimental to the wastewater
 - 3402 system shall not be directly discharged into the wastewater system. An efficient grease
 - 3403 trap, grease interceptor or oil/water separator shall be utilized prior to discharge to the
 - 3404 wastewater system and maintained as required in this section.
 - 3405 (b) Wastewater from restaurants or food service facilities shall be presumed to contain grease
 - 3406 and grease traps or grease interceptors shall be required at all such locations.
 - 3407 (c) Automotive-related facilities including but not limited to car-washes and automobile
 - 3408 repair shops, truck maintenance facilities and bus storage facilities, which may contribute
 - 3409 petroleum-based oil to the collection system, are required to have an approved oil/water
 - 3410 separator.
 - 3411 (d) Commercial facilities which use oils or grease may be required to furnish an oil or grease
 - 3412 separator when, in the opinion of the city building official or Director of Water Utilities,
 - 3413 an interceptor (separator or grease trap) is necessary for the proper handling of wastes
 - 3414 containing matter considered harmful to the sanitary sewer system.
 - 3415
 - 3416 (1) All interception units shall be of type and capacity approved in writing by the city
 - 3417 and shall be installed at a location on the premises to be easily accessible for
 - 3418 cleaning and inspection. The minimum size of interceptors shall be in

3419 conformance with the FBC Plumbing Code, except that interceptors for
3420 restaurants of all types shall be 25 gallons of capacity per restaurant seat.

3421
3422 (2) All nonresidential facilities that prepare, process or serve food as determined by
3423 the Water Utilities Director or his/her designee are required to have an approved
3424 grease interceptor or approved grease trap. Such facilities shall follow all
3425 Certified Professional Food Management (CPFM) laws and rules required by the
3426 Health Department.

3427
3428 (3) A grease interceptor (separator or grease trap) shall be installed in the waste water
3429 line leading from the sinks, floor drains, mop sinks, service sinks or funnel drains
3430 in a food service facility.

3431
3432 (4) An oil interceptor (separator or grease trap) shall be installed in the storm and/or
3433 sanitary sewer drains of car washes, service stations, automotive repair facilities,
3434 truck maintenance facilities and bus storage yards when, in the opinion of the city
3435 building official or Director of Water Utilities, a potential hazard exists in that oils
3436 or other flammables could be introduced or admitted into the drainage system.

3437
3438 (5) The specifications of the Plumbing and Drainage Institute shall be utilized for the
3439 sizing of interceptors (separators or grease traps). The size, type material and
3440 location of interceptors shall be approved by the building official.

3441
3442 (6) Each interceptor shall be installed as to provide ready accessibility for service and
3443 maintenance, and to be separate from food service areas.

3444
3445 (7) No waste other than that requiring treatment or separation (no sanitary waste)
3446 shall be discharged into any interceptor.

3447
3448 (8) Grease interceptors, grease traps, and oil/water separators shall be installed solely
3449 at the customer's expense. Proper operation, maintenance, and repair of grease
3450 interceptors, grease traps, and oil/water separators shall be done solely at the
3451 customer's expense.

3452
3453 (9) The owner or operator shall maintain a maintenance log for the grease
3454 interceptors, grease traps, or oil/water separators on site that includes the previous
3455 12-months activity. The log shall be available upon request by the city and
3456 include the date, time, maintenance performed, volume removed each pump out,
3457 and the name, signature, and contact information of the person who performed the
3458 maintenance.

3459
3460 (10) No chemicals shall be added to grease traps, including:
3461 a. Solvents
3462 b. Emulsifiers
3463 c. Caustics

- 3464 d. Acids
3465 e. Enzymes
3466 f. Bacteria
3467
3468 (11) Grease traps shall be cleaned at least monthly, and as follows:
3469 a. When there is 6 inches of grease on top of the water
3470 b. When solids are 8 inches above the bottom of the grease trap.
3471
3472
3473 (12) Grease traps shall not have grease removed by decanting, skimming or back-
3474 flushing.
3475
3476 (13) Customers shall repair, retrofit or replace any existing grease trap within 90 days
3477 of notice by the City that the customer is contributing unacceptable levels of FOG
3478 to the sanitary sewer system.
3479
3480 (14) If grease accumulates in the wastewater collection system lines or damage to the
3481 wastewater system is caused by the discharge of FOG from a commercial facility
3482 required to have a grease trap, the owner or operator may be billed for cleaning
3483 the collection lines or any other expense incurred by the city.
3484
3485 (15) Interceptors shall not be required for residential connections.
3486
3487 (16) The City shall establish a fats, oils and grease (FOG) collection surcharge to be
3488 applied to the wastewater account of all commercial accounts that have a required
3489 grease trap. The surcharge for periodic removal of fats, oils and greases from the
3490 grease trap shall be established as part of the fees and charges for sewer service
3491 approved by resolution of the City Commission. The required oil and grease
3492 collection surcharge may be waived, if the commercial customer submits an
3493 annual written contract and invoices demonstrating that they have monthly private
3494 collection service for oil and grease traps from a vendor approved by the City and
3495 listed in the attachments to the PPM-W. The Director or designee shall inspect
3496 all grease traps annually. Any facility or person found in violation of this chapter
3497 shall be charged the FOG collection surcharge until the facility is found to be in
3498 compliance.
3499
3500

3501 **CHAPTER 15 PRIVATE WASTEWATER DISPOSAL SYSTEMS**

3502 **15.1 On-Site Disposal Systems.**

- 3503
3504
3505 (a) Where a public sanitary sewer is not available as defined above, the building sewer shall
3506 be connected to a private wastewater disposal system complying with the provisions of
3507 this section. No person shall construct a septic tank or other wastewater disposal facility
3508 without prior permitting by the PBCPHU.

- 3509
3510 (b) The city will not issue a building permit involving the generation and discharge of
3511 effluents unless the applicant has previously obtained permit and/or approval from the
3512 PBCPHU.
3513
3514 (c) It shall be unlawful for any person to construct or maintain any privy, privy vault or
3515 cesspool.
3516
3517 (d) It shall be unlawful to maintain or construct any septic tank where a public sewer is
3518 available.
3519
3520 (e) The type, capacities, location, minimum areas and layout of a private wastewater disposal
3521 system shall comply with all regulations of the State Department of Health, as related in
3522 Chapter 64E, FAC, and to all state and local regulation. No septic tank or cesspool shall
3523 be permitted to discharge to any natural outlet.
3524
3525 (f) The owners shall operate and maintain the private wastewater disposal facilities in a
3526 sanitary manner at all times, at no expense to the city.
3527
3528 (g) Restrictions and permits for removing septic tank contents: It shall be unlawful to empty,
3529 dump, throw or otherwise discharge into any manhole, catch basin or other collection
3530 system opening, the contents of any septic tank, sludge, sewage or other similar matter or
3531 material, except as approved by the ECRWRF.
3532
3533 (h) No statement contained in this section shall be construed to interfere with any additional
3534 requirements that may be imposed by the Health Officer, PBCDERM, or Utilities
3535 Director.
3536
3537 (i) At such time as a public sewer becomes available to a property served by a private
3538 sewage disposal system, as provided above, a direct connection shall be made to the
3539 public sewer within 180 days after date of official notice by the city so to do in
3540 compliance with this chapter, and any septic tanks, and similar private sewage disposal
3541 facilities shall be abandoned and filled with suitable material, as outlined in Chapter 64E-
3542 6, F.A.C.
3543

3544 **15.2 Septic Tank Inspections.**

3545

- 3546 (a) Septic tank inspections: Any residential property utilizing a septic tank system for the
3547 disposal of sanitary wastes will be required, prior to the sale of said property, to pass a
3548 septic tank inspection by a licensed septic tank service firm to verify the integrity of the
3549 system.
3550

3551 **15.3 Private Sanitary Sewer Systems Constructed to Serve Subdivisions and the like**

3552

- 3553 (a) General Requirements.

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- (1) Any person desiring to design and construct a sanitary sewer system to serve a subdivision, lot or parcel and to have such system included in the city's sanitary sewer system must comply in every and all respects with the provisions of this chapter.
- (2) In the case of a collection system to serve a subdivision, the developer shall first submit to the city Utilities Director a preliminary subdivision plat showing all details of the topography thereon.
- (3) In the case of a collection system to serve an existing lot or parcel for which a subdivision plat is not required the developer must submit a preliminary site plan to the city Utilities Director showing the improvements proposed and all details of the topography thereon.
- (4) Upon receipt of such preliminary subdivision plat or site plan, the city Utilities Director will advise the developer as to the availability of a receiving sewer line.
- (5) In the event a new lift station, an increase in capacity of an existing lift station, a new force main or a gravity main is required, the city Utilities Director will determine location, capacity and limits of the area the facility is intended to serve.
- (6) The city Water Utilities Director will designate the portions of the new collection system, if any, that will become a part of the city's POTW.
- (7) All costs for planning, designing, permitting and constructing the system in accordance with the drawings accepted by the City Water Utilities Director shall be borne by the developer.
- (8) Developers are required to maintain the new collection system in accordance with this chapter until completion of the associated project.
- (9) Upon completion of the installation, and prior to connection to the city POTW, the developer shall submit to the city Water Utilities Director signed and sealed as-built drawings, copy of FDEP certification form, and copy of PBCPHU as-built approval.
- (10) At the option of the city Water Utilities Director, he may designate portions of a new collections system to become part of the city's POTW. In such event, the developer, upon completion of the new collection system installation, shall be required to transfer ownership of such portion, including right-of-ways and easements, to the city at no charge to the city. The city Water Utilities Department shall be responsible for the operation and maintenance of any such newly acquired portions.

3599 (11) If a new collection system is to be privately owned and operated, the owner must
3600 comply in every and all respects with the provisions of this chapter.

3601
3602 (b) Construction Standards.

3603
3604 (1) The city Water Utilities Director shall develop and maintain specific design
3605 criteria that shall govern the review and approval of plats and site plans submitted
3606 in accordance with division (A) of this section. Such design criteria shall be made
3607 available for the use and benefit of developers, engineers and the citizens of Lake
3608 Worth.

3609
3610 (2) The new collection system shall be designed in strict accordance to FAC Chapter
3611 62 requirements, and city standards created per subdivision (1) hereof.

3612
3613 (3) The developer shall engage the services of a professional engineer registered in
3614 the state for the preparation of the required drawings, and shall obtain all
3615 necessary permits for the construction of the new collection system.

3616
3617 **15.4 Operation and Maintenance of Private Sewage Disposal Facilities.**

3618
3619 (a) The owners of all private sewer collection systems within the city shall be responsible for
3620 the proper maintenance and operation of said systems to prevent sewer backups, prevent
3621 sewer overflows and minimize inflow and infiltration, in accordance with section 62-
3622 604.500 of the Florida Administrative Code (FAC).

3623
3624 (b) Any person seeking a permit from the city for the installation of a private collection
3625 system shall provide drawings showing the private collection system and indicating the
3626 exact location of any and all lift stations included within the system. The Department will
3627 maintain documents pertaining to private collection systems located within city limits.

3628
3629 (c) The owners of all private collection systems shall be required to develop and follow a
3630 sewage spill contingency plan for such systems addressing and remediating sewage spills
3631 caused by but not limited to line failure, line collapse, line obstruction, surcharge, power
3632 failure and/or mechanical failure.

3633
3634 (d) The owners of all private lift stations shall enter into an agreement for the regular
3635 servicing and maintenance of said lift stations. All required work shall be performed by a
3636 person holding a State of Florida master plumbing certificate of competency, a Palm
3637 Beach County master plumber certificate of competency, or a wastewater collection
3638 technician license, or by a person approved by the Director to do such work. The
3639 maintenance contract shall provide for the maintenance of said lift stations a minimum of
3640 once per month and the availability of 24 hours per day emergency service to maintain
3641 said lift stations in full operating condition at all times. The owners of all private lift
3642 stations shall, in addition, maintain a written maintenance record and shall make same
3643 available to the city to assist in the enforcement of the provisions of this section.

3644

- 3645 (e) Any owners of all private collection systems shall obtain an operating permit from the
3646 Department. Said permit shall be renewable on an annual basis 90 days prior to the
3647 expiration date specified on the existing permit at a charge to be established by resolution
3648 of the City Commission.
3649
- 3650 (1) As a condition requisite for the obtaining of an initial operating permit, the owner
3651 of such private collection system shall be required to submit a copy of the
3652 following to the city:
3653
- 3654 a. A document delineating the private collecting system as required in
3655 subdivision (b) hereof,
3656
- 3657 b. A copy of the private lift station service and maintenance agreement, as
3658 per subdivision (d) hereof
3659
- 3660 c. A sewage spill contingency plan as required by subdivision (c) hereof, and
3661 as defined by the city,
3662
- 3663 d. As a condition requisite for renewing the operating permit, the owner of such
3664 private collection system shall be required to submit copies of the system
3665 maintenance records for the 12 month period prior to the operating permit renewal
3666 date, a copy of the private lift station service and maintenance agreement as
3667 required and an updated sewage spill contingency plan.
3668
- 3669 (f) The owners of all private lift stations shall comply with the provisions of this chapter
3670 within 90 days of the effective date of this chapter.
3671
- 3672 (g) The Department shall perform an annual video inspection of all private gravity sewer
3673 collection systems, and a visual inspection of all lift stations. An annual inspection fee to
3674 be established by resolution of the City Commission shall be assessed for each private
3675 collection system and for each lift station. Private collection systems shall be inspected
3676 for evidence of sewer backups, sewer overflows, excessive inflow and infiltration. Based
3677 on the findings of these inspections, appropriate enforcement action may be taken,
3678 including code enforcement actions.
3679
3680



WATER AND SEWER UTILITY DEPARTMENT ORDINANCE AND POLICIES MANUAL

- **MUNICIPAL CODE SECTION 18 CURRENTLY GOVERNS**
- **POLICIES ARE IN MULTIPLE DOCUMENTS**
- **SOME FEES ARE IN ORDINANCES WHILE RATES ARE IN RESOLUTIONS**
- **POLICIES DO NOT REFLECT CURRENT PRACTICES**
- **ORDINANCES AND POLICIES DO NOT MATCH**

WATER AND SEWER UTILITY DEPARTMENT ORDINANCE AND POLICIES MANUAL

- **NEW ORDINANCE, ARTICLE 18, PROVIDES LEGAL BASIS FOR WATER & SEWER REQUIREMENTS**
- **POLICIES AND PROCEDURES MANUAL (PPM-W) PROVIDES REQUIREMENTS TO IMPLEMENT ORDINANCE**
- **RATES AND FEES ARE IN SEPARATE RESOLUTIONS**
- **NEW ORDINANCE AND POLICIES MATCH**
- **NEW POLICIES INCLUDE:**
 - **CHANGES TO CURRENT PRACTICES**
 - **EXPANSION POLICIES**

WATER AND SEWER UTILITY DEPARTMENT ORDINANCE AND POLICIES MANUAL

HEALTH AND SAFETY IMPROVEMENTS

**LAKE WORTH IS A COMPACT URBAN ENVIRONMENT WITH
POCKETS THAT STILL USE WELLS OR SEPTIC TANKS**

- REQUIRE ALL DEVELOPED PROPERTIES IN CITY TO
CONNECT TO WATER IF AVAILABLE**
- REQUIRE ALL DEVELOPED PROPERTIES IN CITY TO
CONNECT TO SEWER IF AVAILABLE**

WATER AND SEWER UTILITY DEPARTMENT ORDINANCE AND POLICIES MANUAL

IMPROVED REGULATIONS

- REGULATE COMMERCIAL PROPERTIES THAT PRODUCE FATS, OILS AND GREASE TO REDUCE SEWER BACKUPS**
- REQUIRE TESTING OF BACKFLOW PREVENTERS TO MEET EXISTING ORDINANCE AND HEALTH DEPARTMENT RULES TO PREVENT WATER SYSTEM CONTAMINATION**
- ADD REGULATIONS AND INSPECTIONS FOR PRIVATE SEWER SYSTEMS TO ASSURE MAINTENANCE AND REDUCE ENVIRONMENTAL IMPACTS**

WATER AND SEWER UTILITY DEPARTMENT ORDINANCE AND POLICIES MANUAL

RATE STRUCTURE CHANGES

- ALL RATES, FEES AND CHARGES ARE APPROVED BY RESOLUTION OF CITY COMMISSION**
- ESTABLISH A MINIMUM BILL FOR CONNECTED PROPERTIES TO PAY FAIR CHARGE FOR FIXED COSTS**
- ADD A WATER/SEWER DEVELOPMENT REVIEW FEE**
- PROVIDE ECONOMIC DEVELOPMENT INCENTIVE RATE FOR 10 NEW JOBS AND MINIMUM 1.5” WATER CONNECTION**

WATER AND SEWER UTILITY DEPARTMENT ORDINANCE AND POLICIES MANUAL

WATER AND SEWER EXPANSION PROGRAM

- DEPARTMENT WILL EXPAND WATER AND SEWER SERVICE TO ALL PROPERTIES IN CITY NOT CURRENTLY COVERED**
- CONNECTION CHARGES WILL RECOVER EXPANSION COSTS**
- USE VOLUNTARY ASSESSMENTS TO EXPAND WATER AND SEWER WITHIN SERVICE AREA OUTSIDE CITY**
- DELAY PAYMENT OF 25% SURCHARGE OUTSIDE CITY FOR 10 YEARS IF EXISTING PROPERTIES CONNECT TO WATER/SEWER**
- AUTHORIZE USE OF MUNICIPAL BULK WATER AGREEMENTS FOR INCREASED USAGE**



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: December 9, 2014 Special Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Execute the Purchase Agreement with E-Z-Go Division of Textron, Inc., for 70 golf carts for the Lake Worth Golf course

SUMMARY:

The proposed Purchase Agreement is for the purchase of 70 golf carts with trade-in value received for the City's current 70 golf carts.

BACKGROUND AND JUSTIFICATION:

This is a companion item to Resolution 70-2014 approving the Master Lease Agreement with TCF Financing.

The Lake Worth Golf Cart fleet is nearing the end of its useful life. The fleet consists of seventy (70) golf carts that were purchased in 2010/2011. The current fleet is not dependable and suffers from issues ranging from bad batteries, broken body parts, broken hinges and several other mechanical issues which create serious operational problems. Because the issues vary from cart to cart it's been a daunting task for staff to try to keep the fleet operable throughout the year.

Golf course staff have researched various options and determined purchasing new carts is in the best interests of the City. Of the sources researched, staff found the purchase via E-Z-Go, a Division of Textron, Inc., offered the City many advantages including a competitive price; excellent quality; and, a maintenance program (with weekly mechanic visits). The warranty by E-Z-Go covers all major functioning parts including the battery charger. With a routine maintenance program in place, the City can expect a golf cart life expectancy of at least four years. Other local municipal golf courses that have used the Tucson, Arizona contract include:

- City of Lake Worth
- Palm Beach County Southwinds Golf Course
- Palm Beach County Okeehelie Golf Course
- Palm Beach County Osprey Point Golf Course
- Palm Beach Gardens Municipal Golf Course
- Port St. Lucie Municipal Golf Course

The purchase is being proposed via a National IPA, national purchasing cooperative, contract (#130795) with E-Z-GO that was competitively bid by the City of Tucson, Arizona. In order to avoid paying the full purchase price this fiscal year (which is not budgeted for), E-Z-GO (as part of its National IPA contract) offers financing through a lease agreement with TCF Equipment Finance for \$289,310. The Master Lease Agreement is proposed as a 4 year lease. The first 23 months of the lease is covered by the City's proposed \$122,000 trade-in value for its existing 70 cart fleet (E-Z-Go will credit the City \$1,800 in trade-in value for 50 of our 2012 golf cars, and \$1,600 for 20 of our 2011 golf cars, which would give the City a total of \$122,000 in trade in value).

Thereafter, the City will be required to make monthly payments of \$4,848.20 for the next 25 months (the interest rate is 3.948% on the purchase price). At the end of the lease, the City may purchase the carts at fair market value or turn in the carts.

Piggy-backing the National IPA contract is authorized under the City's Procurement Code. The Master Lease Agreement is an option under the National IPA contract.

MOTION:

I move to approve/not approve the execution of the purchase agreement with EZ-Go, a Division of Textron, Inc., for the purchase of 70 new golf carts with trade-in value for the City's existing 70 golf carts.

ATTACHMENT(S):

Fiscal Impact – Not Applicable

EZ Go Piggy-Back Agreement

AGREEMENT FOR THE DELIVERY AND PURCHASE OF GOLF CARTS
(NATIONAL IPA CONTRACT #130795)

THIS AGREEMENT (“Agreement” hereafter) is made as of the _____ day of _____, 2014, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a Florida municipal corporation, (“CITY” hereafter), and, E-Z-GO, a Division of Textron, Inc., _____ (“VENDOR” hereafter).

RECITALS

WHEREAS, the CITY is in need of new golf carts for its municipal golf course; and,

WHEREAS, on January 1, 2014, National IPA, a nation-wide purchasing cooperative, awarded a four (4) year contract to the VENDOR based on a competitive solicitation conducted by the City of Tucson, Arizona (“IPA Contract” hereafter); and,

WHEREAS, the CITY has requested and the VENDOR (and National IPA) has agreed to extend the terms and conditions of the IPA Contract to the CITY for its golf cart needs (based on the pricing in the IPA Contract); and,

WHEREAS, the VENDOR has also agreed to extend financing terms and conditions under the IPA Contract to the CITY to finance the purchase payments of the golf carts (which the CITY is pursuing under a separate lease agreement); and,

WHEREAS, the CITY has reviewed the pricing and terms and conditions of the IPA Contract and determined that the pricing and terms and conditions are very competitive and will result in the best value to the CITY.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. IPA Contract. The IPA Contract (along with the VENDOR’s responsive bid thereto) is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the IPA Contract unless either is earlier terminated under the terms of the IPA Contract.
3. City and Vendor Agreement. The CITY agrees to purchase and the VENDOR agrees to deliver the golf carts as identified and priced in the VENDOR’s proposal attached hereto as **Exhibit “1”** (dated December 5, 2014) and incorporated herein.
4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:
 - a. This Agreement;
 - b. The IPA Contract; and,
 - c. VENDOR’s Proposal to the CITY (Exhibit “1” to this Agreement).
5. Compensation to CONTRACTOR. There shall be no payments by the CITY to the VENDOR under this Agreement. The CITY has entered a separate Lease Purchase Agreement with TCF Equipment

Finance for payments to be made by TCF Equipment Finance to the VENDOR for the golf carts. The TCF Equipment Finance Lease Purchase Agreement is an authorized lease provision under the IPA Contract. However, the first payment under said Lease Purchase Agreement shall be paid for by the VENDOR to TCF Equipment Finance in accordance with Exhibit "1" hereto (based on the trade-in value of the CITY's existing golf cart fleet).

6. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. This Agreement shall not be subject to arbitration. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the VENDOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the VENDOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination. This Agreement shall not be construed against any party regardless of the responsibility for its drafting.
- F. **PUBLIC RECORDS:** Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the Vendor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, as applicable.
- G. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

H. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the CITY and VENDOR hereto have made and executed this Agreement for the Purchase and Delivery of Golf Carts as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

VENDOR:

E-Z-GO, A Division of Textron, Inc.

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by _____, as _____ (title), of E-Z-GO, a Division of Textron, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

NOTARY PUBLIC



A Textron Company

October 27, 2014

City of Lake Worth

EXHIBIT "A"

- 1.) National IPA contract#130795 pricing used.
- 2.) A \$1,000.00 per unit Fleet Volume Discount has been provided for the City of Lake Worth.
- 3.) With this purchase through National IPA, the City of Lake Worth qualifies for a credit of \$6,680.00 to be used for the purchase of E-Z-GO or Cushman vehicles, parts or accessories.
- 4.) E-Z-GO's total trade value of \$122,000.00 will be paid directly to TCF Equipment Finance and represent the initial payment required by the City of Lake Worth.

Lake Worth Golf Club

E-Z-GO Division of Textron Inc.

Accepted by: _____

Accepted by: *John Baugh*

Title: _____

Title: *Sr. Fleet & Specialty Sales Representative*

Date: _____

Date: *October 27, 2014*



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: December 9, 2014, Special Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Resolution No. 70-2014 - Master Lease Agreement with TCF Equipment Finance for the financing and leasing of 70 golf carts for the Lake Worth Golf course

SUMMARY:

This Resolution will authorize the financing and leasing of 70 golf carts for \$289,310.

BACKGROUND AND JUSTIFICATION:

This is a companion item to the purchase agreement with E-Z-GO, a division of Textron, Inc.

The Lake Worth Golf Cart fleet is nearing the end of its useful life. The fleet consist of seventy (70) golf carts that were purchased in 2010/2011. The current fleet is not dependable and suffers from issues ranging from bad batteries, broken body parts, broken hinges and several other mechanical issues which create serious operational problems. Because the issues vary from cart to cart it's been a daunting task for staff to try to keep the fleet operable throughout the year.

Golf course staff have researched various options and determined purchasing new carts is in the best interests of the City. Of the sources researched, staff found the purchase via E-Z-Go, a Division of Textron, Inc., offered the City many advantages including a competitive price; excellent quality; and, a maintenance program (with weekly mechanic visits). The warranty by E-Z-Go covers all major functioning parts including the battery charger. With a routine maintenance program in place, the City can expect a golf cart life expectancy of at least four years. Other local municipal golf courses that have used the Tucson, Arizona contract include:

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- Palm Beach Gardens Municipal Golf Course
- Port St. Lucie Municipal Golf Course

The purchase is being proposed via a National IPA, national purchasing cooperative, contract (#130795) with E-Z-GO that was competitively bid by the City of Tucson, Arizona. In order to avoid paying the full purchase price this fiscal year (which is not budgeted for), E-Z-GO (as part of its National IPA contract) offers financing through a lease purchase agreement with TCF Equipment Finance for \$289,310. The master lease agreement is proposed as a 4 year lease. The first 23 months of the lease is covered by the City's proposed \$122,000 trade-in value for its existing 70 cart fleet (E-Z-Go will credit the City \$1,800 in trade-in value for 50 of our 2012 golf cars, and \$1,600 for 20 of our 2011 golf cars, which would give the City a total of \$122,000 in trade in value). Thereafter, the City will be required to make monthly payments of \$4,848.20 for the next 25 months (the interest rate is 3.948% on the purchase price).

Piggy-backing the National IPA contract is authorized under the City's Procurement Code. The lease purchase agreement is an option under the National IPA contract.

MOTION:

I move to approve/not approve Resolution 70-2014 approving the execution of the Lease Purchase Agreement with TCF Equipment Finance for 70 new golf carts.

ATTACHMENT(S):

Fiscal Impact Analysis

TCF Master Lease Agreement

Resolution

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	\$4,848	\$58,178	\$58,178	\$74,848
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	4,848	58,178	58,178	78,848
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Terms of the Lease

48 Month Municipal Lease Program (CSC)-\$1000 balloon per car-

Gross Sales Price- \$4133.00 per unit

Applying trade value to substitute for initial payments- \$1743.00 per unit

First 23 payments at \$0.00

Next 25 payments at \$69.26 per unit

Balloon Payment \$1000.00 per unit (estimated value of 4 yr old TXT48 currently \$1400-\$1600 per unit which would provide the City with a residual value of the cart of \$400-\$600 for future trade in)

Amounts will be budgeted in the Golf Fund during FY 15-16 through FY 18-19 for payments and subsequent years for re-leasing of new carts.

C. Department Fiscal Review: ___SC_____



Amendment to Master Lease Agreement

Date: December 5, 2014

The "Agreement": Master Lease Number 666203L Dated November 5, 2014

"Lessee"

City of Lake Worth, Florida, 7 North Dixie Highway, Lake Worth, FL 33460

"Lessor"

TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Agreement is hereby amended as follows:

- Section 1; LEASE:** Sentence two (2), found on lines eight (8) and nine (9), which is stated as follows, is hereby amended to be deleted in its entirety:

"Lessee authorizes Lessor to add to the Schedule, or make necessary corrections to, serial numbers or other identification of the Equipment when known."

- Section 3; PAYMENTS:** This section has been hereby amended to be deleted in its entirety and replaced with the following language:

"Lessee shall pay to Lessor: (a) any Advance Rent Payment(s) and Security Deposit set forth in the Schedule, on the date Lessee signs the Schedule; and (b) the periodic Rent Payment set forth in the Schedule payable as set forth in the Schedule for the Initial Term and any renewal term. The Rent Payment in the Schedule has been indexed to the LIBOR Swap Rate (fixed rate swap for floating 90-day LIBOR) for a similar term to the Initial Term, interpolated as necessary. If such Swap Rate as of the date the final Item is accepted is more than the Swap Rate as of the date hereof, Lessor may increase the Rent Payment accordingly, and on or before the Commencement Date, Lessee will sign an amendment reflecting such increase. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon (unless said penalties or interest is due to the fault of the Lessor), assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all reasonable costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, tax treatment, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such amount, Lessee shall reimburse Lessor therefore, on demand. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum; provided that in no event shall such late fee or such interest exceed the maximum rate or amount permitted by applicable law. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check returned due to insufficient funds or stop payment. Lessor may apply payments and any security deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied.

- Section 5; RETURN:** Subclause (a), found on lines forty-four (44) and forty-five (45) is hereby amended to be deleted in its entirety and replaced with the following language:

"(a) the Mandatory Purchase Price related to the Item;"

- Section 7; INDEMNITY:** This section has been hereby amended to be deleted in its entirety and replaced with the following language:

"Subject to the limitations set forth in section 786.28, Florida Statutes, and as otherwise set by law, the City agrees to indemnify and hold the Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities or other amounts arising from or related to the City's negligence. The foregoing shall not be construed as consent by the City to be sued by third parties nor as a waiver of the City's sovereign immunity rights under Florida law. The foregoing is made for the benefit of Lessor and not for any third parties."

- Section 9; INSURANCE:** Clauses (a) and (b), found on lines two (2), three (3), four (4), five (5), six (6) and seven (7), are hereby amended to be deleted in their entirety and replaced with the following language:

"(a) liability for bodily injury and property damage with a minimum combined single limit of \$1,000,000.00 or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value."

And sentence four (4), found on lines twelve (12), thirteen (13) and fourteen (14), which is stated as follows, is hereby amended to be deleted in its entirety:

"Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such policy."

6. **Section 11; REMEDIES:** The following statement is hereby amended to be added after sentence three (3), ending with deficiency:

"If the Lessor recovers any surplus, the Lessee shall have no further obligation to Lessor."

7. **Section 12; ASSIGNMENT:** Sentence two (2), found on lines three (3), four (4) and five (5), is hereby amended to be deleted in its entirety and replaced with the following language:

"Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment with notice to Lessee."

8. **Section 13; NON-CANCELABLE, UNCONDITIONAL OBLIGATION:** Sentence two (2), found on lines two (2), three (3), four (4) and five (5), is hereby amended to be deleted in its entirety and replaced with the following language:

"This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind except as provided herein."

And clause (i), found on lines five (5), six (6) and seven (7), is hereby amended to be deleted in its entirety and replaced with the following language:

"(i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; and"

And clause (iii), found on line eleven (11), which is stated as follows, is hereby amended to be deleted in its entirety:

"and (iii) this Lease is made under Minn. Stat. Sec. 334.022."

And sentence six (6) and seven (7), found on lines fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19) and twenty (20) are hereby amended to be deleted in their entirety and replaced with the following language:

"Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee agrees to sign such items as may be reasonably required by Lessor."

9. **Section 14; TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** This section is hereby amended to be deleted in its entirety and replaced with the following language:

"To the extent permitted by applicable law, Lessee agrees to take all reasonable and timely action during the Lease term to obtain and maintain fiscal appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations") which shall include requesting such Obligations in each annual budget of the Lessee which budget is subject to the review and approval of the Lessee's City Commission. Notwithstanding anything to the contrary provided in the Lease and any other documents executed by Lessee, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee has otherwise paid Lessor all funds that were appropriated for the current fiscal year (if any) (a "Non-Appropriation Event"), Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease or otherwise, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of such Lease's Initial Term, or any extension or renewal thereof, as permitted under the terms of the Lease or as set forth herein or in any Schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in such Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under such Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of a Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. The termination of a Lease under this Section shall not terminate this Master Lease or any other Leases made pursuant hereto, and shall not terminate Lessee's obligation to make the required monthly payments for such Leases."

10. **Section 17; GOVERNING LAW; JURY TRIAL WAIVER:** The term "MINNESOTA" found on lines seven (7) and ten (10) is hereby replaced with term "FLORIDA".

And sentence three (3), found on lines thirteen (13), fourteen (14), fifteen (15), sixteen (16) and seventeen (17), which is stated as follows, is hereby amended to be deleted in its entirety:

"LESSEE AGREES THAT, AT LESSOR'S SOLE ELECTION AND DETERMINATION, LESSOR MAY SELECT AN ALTERNATIVE FORUM, INCLUDING ARBITRATION OR MEDIATION, TO ADJUDICATE ANY DISPUTE ARISING OUT OF THIS LEASE."

11. **Section 18; MISCELLANEOUS:** Sentence eleven (11), found on lines twenty-nine (29), thirty (30), thirty-one (31), thirty-two (32) and thirty-three, is hereby amended to be deleted in its entirety and replaced with the following language:

"Lessee authorizes Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such a reports."

Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: TCF Equipment Finance, a division of TCF National Bank By: _____ Operations - T.C.

Lessee: City of Lake Worth, Florida  By: _____ Pam Triolo, Mayor

ATTEST: Approved as to form and legal sufficiency

 By: _____ Pam Lopez, City Clerk

 By: _____ Glen J. Torcivia, City Attorney



The "Master Lease": Master Lease Number 666203L Dated November 5, 2014	
"Lessee"	
City of Lake Worth, Florida, 7 North Dixie Highway, Lake Worth, FL 33460	
Fax:	E-mail: cfletcher@lakeworth.org
"Lessor"	
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	
Fax: 319-833-4577	E-mail: customerservice@tcfef.com

Master Lease Terms and Conditions

1. LEASE. Lessee hereby agrees to lease from Lessor and, subject to satisfaction of all Lessor's requirements and no material adverse change in Lessee's condition or business, Lessor agrees to lease to Lessee the personal property, services and/or software described in one or more Schedules (each a "Schedule") to this Master Lease signed by Lessor and Lessee from time to time on the terms and conditions set forth herein and in the related Schedule (such property and services, together with all replacements, repairs, and additions thereto, collectively the "Equipment"; and each item, an "Item"). Lessee authorizes Lessor to add to the Schedule, or make necessary corrections to, serial numbers or other identification of the Equipment when known. Each Schedule incorporates the terms of this Master Lease, is considered a separate lease and shall be referred to herein as "this Lease". Capitalized terms have the meanings given to them in the Schedule or herein. If the terms of a Schedule conflict with the terms of this Master Lease, the terms of the Schedule shall control.

2. TERM. The term of this Lease with respect to each Item begins on the date Lessee accepts such Item and continues for the number of consecutive months from the Commencement Date shown in the applicable Schedule (the "Initial Term") unless earlier canceled, terminated or extended as provided herein or in the Schedule. Lessee shall promptly inspect the Equipment upon delivery and, if acceptable in all respects, execute and deliver a certificate of acceptance, in form acceptable to Lessor. Lessee authorizes Lessor to fill in the Commencement Date in the Schedule, which will be determined based on the date that the final Item thereunder is delivered to and accepted by Lessee. If the final Item is delivered and accepted between the 1st and the 15th days of a month, the Commencement Date is the 15th day of such month; if the final Item is delivered and accepted between the 16th and the last days of a month, the Commencement Date is the 1st day of the following month. The term of this Lease may be extended as provided in the applicable Schedule.

3. PAYMENTS. Lessee shall pay to Lessor: (a) any Advance Rent Payment(s) and Security Deposit set forth in the Schedule, on the date Lessee signs the Schedule; (b) the periodic Rent Payment set forth in the Schedule payable as set forth in the Schedule for the Initial Term and any renewal term; (c) interim rent for each Item from the date accepted to the Commencement Date, at the daily rate equal to the Interim Rent Daily Factor set forth in the Schedule multiplied by the portion of the Total Cost applicable to such Item payable with respect to each calendar month by the 10th day of the following month and in any event on the Commencement Date. If, for any reason, the final cost (all amounts Lessor pays in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts, and any other amounts financed, before application of any subsidies or like amounts) is more or less than the Total Cost in the Schedule (which is based on an estimate), each Rent Payment and the mandatory or optional fixed purchase price, if any, will be adjusted to provide Lessor the same yield it would have obtained if such final cost had been equal to such Total Cost. Lessee agrees that the Schedule will be amended to reflect the final Total Cost and adjusted Rent Payment and purchase price, if applicable, by (i) written notice from Lessor to Lessee for adjustments of 10% or less; or (ii) signed Amendment. The Rent Payment in the Schedule has been indexed to the LIBOR Swap Rate (fixed rate swap for floating 90-day LIBOR) for a similar term to the Initial Term, interpolated as necessary. If such Swap Rate as of the date the final Item is accepted is more than the Swap Rate as of the date hereof, Lessor may increase the Rent Payment accordingly, and on or before the Commencement Date, Lessee will sign an amendment reflecting such increase. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon, assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, tax treatment, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such amount, Lessee shall reimburse Lessor therefore, with interest, on demand, plus Lessor's administrative and other costs of paying and invoicing such amounts. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum; provided that in no event shall such late fee or such interest exceed the maximum rate or amount permitted by applicable law. Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on such request made by any person it believes has authority to make such request on behalf of Lessee. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment request returned due to insufficient funds or stop

payment. Lessor may apply payments and any security deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied.

4. USE; REPAIRS. Lessee shall use the Equipment within recommended capacities, only for its designed purposes, in compliance with all laws, regulations and ordinances. At Lessee's expense, Lessee will maintain the Equipment in good repair and working order, furnish all needed parts and services and make all modifications and improvements required by law. Lessee will not modify or improve the Equipment without Lessor's prior written consent. All parts, modifications and improvements will become Lessor's property and part of the Equipment for all purposes. Lessee shall prepare and file all tax returns that it may file under the applicable taxing jurisdiction's laws for taxes that are Lessee's responsibility hereunder, including but not limited to personal property taxes if the End of Lease Provision under the applicable Schedule is (i) "Mandatory Purchase" or (ii) "Purchase Option" and the price for such option is a dollar amount stated in such Schedule.

5. RETURN. Subject only to strict compliance with the terms of any purchase or renewal provisions which are set forth herein or in any Schedule, upon expiration or earlier cancellation or termination hereof, Lessee shall, at its sole cost and expense, return all, (not part) of such Equipment to Lessor's designee immediately upon expiration of the Initial Term and with respect to each item of Equipment, as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowling damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular Item shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Item as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Item for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the greater of (a) the Mandatory Purchase Price related to the Item; (b) the Item's "Anticipated Residual Value" as determined by Lessor's books at the Commencement Date; or (c) 10% of the original Total Cost related to the Item. Return Condition Standards applicable when the Equipment is Golf Cars. The Return Condition Standards for golf cars are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air

pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value. Until properly returned, all Lease terms shall apply, including without limitation all Lessee's rent, insurance and maintenance obligations.

6. **DISCLAIMERS.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND ANY OTHER WARRANTIES IMPLIED BY LAW. LESSEE HEREBY WAIVES ALL CLAIMS AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR ANY DEFECT THEREIN, OR BY THE DELIVERY, INSTALLATION, USE, MAINTENANCE OR SERVICING OF OR ADJUSTMENT TO THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT AS-IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND. Lessee acknowledges that: Lessor is not a dealer or manufacturer of equipment of any kind; is not the seller of the Equipment; each Item is of a type, size, design and capacity selected solely by Lessee; and this Lease is a "finance lease" under UCC Article 2A in all respects. To the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate this Lease).

7. **INDEMNITY.** To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities, liens, fines, penalties or other amounts arising out of the manufacture, purchase, lease, use, condition, possession, ownership, operation or return of any Equipment, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, including any strict liability claims, whether arising by operation of law, or with or without Lessee's fault or negligence or failure to comply with the terms hereof, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents, imposed or incurred by or asserted against Lessor, its successors or assigns. At Lessor's option, Lessee shall assume full responsibility for the defense of any indemnified claim.

8. **LOSS.** Lessee shall bear the entire risk of loss, theft, damage or destruction of any or all Items from any cause whatsoever ("Loss"); and no Loss shall relieve Lessee of any rent payment or other obligation hereunder. If Lessor determines that any Item has suffered an irreparable Loss, Lessee will either (i) replace the Item with like equipment (of the same year, make, model and accessories) in good repair, condition and working order; or (ii) pay Lessor the Stipulated Loss Value for such Item.

9. **INSURANCE.** With respect to the Equipment, Lessee shall pay for and maintain, and furnish Lessor a certificate evidencing, insurance insuring against: (a) liability for bodily injury and property damage with a minimum combined single limit of \$1,000,000.00 or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, with Lessor as additional insured, and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value, with Lessor as loss payee. Each insurance policy shall be in such form, including a maximum deductible, and with such insurers as Lessor may accept, shall require the insurer to give Lessor at least 30 days' prior written notice of any cancellation or change in terms, and shall specify that no action or misrepresentation by Lessee will affect Lessor's coverage. Lessor has no duty to verify or notify Lessee that any such policy exists or is free of defects. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such policy. If Lessee fails to maintain, pay for or provide Lessor with evidence of the required insurance, Lessor may, but is not obligated to, obtain insurance covering Lessor's interest in the Equipment from an insurer of Lessor's choice. Lessor may charge Lessee the costs of acquiring and maintaining such insurance, and a fee for Lessor's services (collectively, "Insurance Charge"). At its discretion, Lessor may allocate the Insurance Charge to the remaining Rent Payments, which Lessee will pay with interest on such allocation. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person.

10. **DEFAULT.** Each of the following is an "Event of Default" hereunder: (a) Lessee fails to pay any rent or other payment required hereunder when due; (b) Lessee fails to comply with any other covenant or agreement hereunder and such failure continues for 10 days after notice by Lessor; (c) Lessee defaults under any other obligation to Lessor; (d) Lessee or any guarantor of this Lease ("Guarantor"), or any partner of Lessee ("Partner") if Lessee is a partnership, ceases doing business as a going concern or makes an assignment for the benefit of creditors; (e) Lessee or any Guarantor or Partner admits in writing an inability to pay debts as they come due, voluntarily files or has filed against it involuntarily a petition under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for it or for all or a substantial part of its assets; (f) any individual Lessee, Guarantor or Partner dies; (g) any material indebtedness of Lessee or any Guarantor is accelerated or payment in full thereof is demanded; (h) Lessee or any Guarantor consolidates with, merges into or transfers all or substantially all its assets to another entity or individual; or (i) Lessee fails to occupy the premises where any Item is

located, or the mortgagee or owner of such premises asserts the right to take possession thereof or exercise eviction or other remedies under the mortgage or lease of such premises.

11. **REMEDIES.** At any time on or after an Event of Default, Lessor may in its sole discretion, with or without canceling or terminating this Lease, exercise one or more of the following remedies: (a) on written notice to Lessee, cancel or terminate this Lease; (b) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the current fiscal year; (c) enforce performance of, and/or recover damages for the breach of, Lessee's covenants; (d) repossess the Equipment wherever located, without notice or legal process; (e) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee's obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms as deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment. No remedy shall be exclusive, and each shall be cumulative to the extent necessary for Lessor to recover amounts for which Lessee is liable hereunder.

12. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not sell, assign, sublet, pledge or otherwise encumber or permit a lien arising through Lessee to exist against any interest in this Lease or the Equipment. Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment without notice to or consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

13. **NON-CANCELABLE, UNCONDITIONAL OBLIGATION.** This Lease cannot be canceled or terminated except as expressly provided herein. This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind. If this Lease is deemed to be a lease intended as security, (i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; (ii) this Lease shall be construed so that interest, the applicable interest rate or other charges shall not exceed the maximum time price differential, rate, interest or amount allowed by applicable law, and any excess payment will be applied first to prepay principal hereunder and then as a refund to Lessee; and (iii) this Lease is made under Minn. Stat. Sec. 334.022. The Equipment shall at all times remain Lessor's property, and Lessee's only right, title or interest therein shall be as set forth herein. At its expense, Lessee shall protect and defend Lessor's title and interest and keep the Equipment free of all claims and liens except those created by or arising through Lessor. Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee appoints Lessor as Lessee's attorney-in-fact to sign such items in Lessee's name. Lessee will reimburse Lessor's costs with respect thereto on demand. Lessee's exact legal name is as shown above and Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable Schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year. Lessor may inspect the Equipment and Lessee's records related thereto at any time during business hours. All representations, warranties and indemnities of Lessee made or agreed to in or in connection with this Lease shall survive expiration, cancellation or termination of this Lease.

14. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination,

Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of such Lease's Initial Term, or any extension or renewal thereof, as permitted under the terms of the Lease or as set forth herein or in any Schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in such Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under such Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of a Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. The termination of a Lease under this Section shall not terminate this Master Lease or any other Leases made pursuant hereto, and shall not terminate Lessee's obligation to make the required monthly payments for such Leases.

15. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS.** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Master Lease and any Schedules, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

16. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY).** At the end of the Initial Term, Lessee shall remit to Lessor \$5.00 per hour on each Item that has hourly use in excess of the maximum hours as indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an Item shall be determined by the hour meter attached to said Item, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Item during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

17. **GOVERNING LAW; JURY TRIAL WAIVER. THIS LEASE, AND ALL MATTERS OF THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF MINNESOTA (EXCLUDING CONFLICTS LAWS). LESSEE HEREBY CONSENTS TO JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS SITTING IN THE STATE OF MINNESOTA FOR RESOLUTION OF ALL DISPUTES OF ANY NATURE WHATSOEVER REGARDING THIS LEASE OR ANY**

TRANSACTION CONTEMPLATED HEREBY. LESSEE AGREES THAT, AT LESSOR'S SOLE ELECTION AND DETERMINATION, LESSOR MAY SELECT AN ALTERNATIVE FORUM, INCLUDING ARBITRATION OR MEDIATION, TO ADJUDICATE ANY DISPUTE ARISING OUT OF THIS LEASE. THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY ACTION TO ENFORCE THIS LEASE OR ANY RELATED AGREEMENTS.

18. **MISCELLANEOUS.** This Lease constitutes the entire agreement between Lessee and Lessor with respect to the subject matter hereof; there is no other oral or written agreement or understanding. In Lessor's sole discretion, this Lease and other documents may be electronically copied and/or delivered by telecopier or other electronic means of transmission ("e-copy") and the e-copy of any document shall be deemed an original, and admissible as such in any court or other proceeding; provided that there shall be only one original counterpart of each Schedule, and it shall bear the original signature of Lessor and be marked "Original." To the extent a Schedule is "chattel paper", a security or ownership interest may only be created therein by transferring the "Original" bearing Lessor's original signature. If Lessor permits Lessee to deliver this lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original signature shall limit or modify the representations and agreements set forth above. Except as expressly set forth herein, this Lease may not be amended or modified except by a writing manually signed by the parties. Lessee shall pay Lessor's costs, fees and expenses incurred in connection with any amendment, waiver, release, cancellation or termination of this Lease or any related document, financing statement, title certificate or instrument, including but not limited to filing and recording fees. This Lease is binding on and inures to the benefit of the parties hereto, their permitted successors and assigns. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. If more than one Lessee is named herein, the obligations of each shall be joint and several. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such a reports. Lessee warrants and agrees that the Equipment is leased and will be used for business purposes only, and not for personal, family or household purposes. Our institution complies with Section 326 of the USA PATRIOT Act. This law mandates that we verify certain information about you while processing your account application.

Lessor: TCF Equipment Finance, a division of TCF National Bank By: _____ Operations - T.C.

Lessee: City of Lake Worth, Florida  By: _____ Pam Triolo, Mayor

ATTEST: _____ Approved as to form and legal sufficiency

 By: _____ Pam Lopez, City Clerk

 By: _____ Glen J. Torcivia, City Attorney



Amendment to Equipment Schedule (Fair Market Value Purchase Option)

Date: December 5, 2014
The "Contract": Lease Number 008-0666203-100 Dated October 16, 2014
"Lessee"
City of Lake Worth, Florida, 7 North Dixie Highway, Lake Worth, FL 33460
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract. Upon execution of this Amendment by Lessee and Lessor, the Contract is hereby amended as follows:

- Section 1, sentence five (5), found on lines six (6), seven (7), eight (8) and nine (9), is hereby amended to be deleted in its entirety and replaced with the following language:

"If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive 12-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.

- Section 4 is hereby amended to be deleted in its entirety and replaced with the following language:

"If Lessor suffers a Tax Loss, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same reasonable assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to this provision and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's obligations hereunder shall survive cancellation and termination of this Lease unless terminated by Lessee under Section 14 of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor reasonably anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

- Section 5, which is stated as follows, is hereby added after section 4:

"The advance rent payment set forth above (for \$122,000.00) shall be made by E-Z-GO directly to Lessor. Lessee shall not be liable for said advance rent payment."

Except as specifically amended herein, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: TCF Equipment Finance, a division of TCF National Bank By: _____ Operations - T.C.

Lessee: City of Lake Worth, Florida  By: _____ Pam Triolo, Mayor

ATTEST:

 By: _____
Pam Lopez, City Clerk

Approved as to form and legal sufficiency

 By: _____
Glen J. Torcivia, City Attorney



Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0666203-100 Dated November 5, 2014 to Master Lease Number 666203L Dated November 5, 2014	
"Lessee"	
City of Lake Worth, Florida, 7 North Dixie Highway, Lake Worth, FL 33460	
Contact: Chris Fletcher	Phone: (561) 533-7363
"Lessor"	
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit	Total Cost
	49 Months	Monthly	1 @ \$122,000.00 23 @ \$0.00 25 @ \$4,848.20 plus applicable taxes except financed sales tax included in Total Cost	\$122,000.00 For Installments(s): First	N/A	N/A	\$289,310.00

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(70) 2015 EZGO Electric TXT Golf Cars together with all attachments and accessories thereto	Lake Worth Golf Club, 1 7th Avenue North, Lake Worth, FL 33460

Each Rent Payment shall be payable in advance on the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the fair market value of the Equipment, as mutually determined by Lessor and Lessee, plus all sales and use taxes arising on the sale of the Equipment. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 60 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable 12-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: TCF Equipment Finance, a division of TCF National Bank

By: _____

Operations - T.C.

Lessee: City of Lake Worth, Florida



By: _____

Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency



By: _____
Pam Lopez, City Clerk



By: _____
Glen J. Torcivia, City Attorney

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: City of Lake Worth, Florida
7 North Dixie Highway,
Lake Worth, FL 33460

Lessor: TCF Equipment Finance, a division of TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Re: Contract 008-0666203-100, dated as of November 5, 2014, by and between City of Lake Worth, Florida and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibits thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Florida (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the annual appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,



11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

Insurance Certificate Request

To	To Whom It May Concern	From	Marisa Meyers
Company		Fax	(866) 465-3149
Fax		Phone	(800) 215-4738 x
Phone		Email	mmeyers@tcfef.com
Subject	INSURANCE CERTIFICATE REQUEST	Date	November 5, 2014

Message:

Our mutual customer, City of Lake Worth, Florida, is leasing equipment through TCF Equipment Finance, a division of TCF National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

<p>1. INSURED: City of Lake Worth, Florida, 7 North Dixie Highway, Lake Worth, FL 33460</p>
<p>2. COVERAGES:</p> <ul style="list-style-type: none"> • Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements. <ul style="list-style-type: none"> ➢ Policy Number ➢ Policy Effective Date & Policy Expiration Date • Property Damage – Cost: \$289,310.00 or ACV <ul style="list-style-type: none"> ➢ Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost) ➢ Policy Number ➢ Policy Effective Date & Policy Expiration Date
<p>3. DESCRIPTION OF EQUIPMENT: (70) 2015 EZGO Electric TXT Golf Cars together with all attachments and accessories thereto Or reference: “Leased Equipment on TCF Contract Number 008-0666203-100”, if the description is too long</p>

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmeyers@tcfef.com or fax to (866) 465-3149. Thank you!

Marisa Meyers

Transaction Coordinator

TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

CERTIFICATE OF INCUMBENCY
LEASE-PURCHASE AGREEMENT NO. 008-0666203-100
DATED AS OF October 16, 2014

X I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk of City of Lake Worth, Florida (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Florida, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
X _____	_____	_____
_____	_____	_____

X IN WITNESS WHEREOF, I have duly executed this certificate this _____ day of _____, 20____.

X Signed: _____

X Title: _____

NOTE: The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document.



Delivery and Acceptance

"Lessee"
City of Lake Worth, Florida, 7 North Dixie Highway, Lake Worth, FL 33460
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease **008-0666203-100** dated **November 5, 2014** (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER, EXCEPT AS PROVIDED IN THE LEASE.

X Acceptance Date: _____

Lessee: City of Lake Worth, Florida

X By: _____ Title: _____

X Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.

1
2
3 RESOLUTION NO. 70-2014 OF THE CITY OF LAKE WORTH, FLORIDA,
4 AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE
5 AGREEMENT WITH TCF EQUIPMENT FINANCE, A DIVISION OF TCF
6 NATIONAL BANK, TO FINANCE THE PURCHASE OF GOLF CARTS;
7 PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS AND AN
8 EFFECTIVE DATE.

9
10 WHEREAS, City of Lake Worth, Florida, (the "Lessee") is a Florida
11 Municipal Corporation duly organized and existing pursuant to the Constitution
12 and laws of the State of Florida; and

13 WHEREAS, Lessee is duly authorized by applicable law to acquire such
14 items of personal property as are needed to carry out its governmental
15 functions and to acquire such personal property by entering into lease
16 agreements; and

17 WHEREAS, Lessee on November 4, 2014, approved by resolution (69-
18 2014) a lease-purchase agreement with TCF Equipment Finance, a division of
19 TCF National Bank ("Lessor"), subject to finalization of the legal terms and
20 conditions; and

21 WHEREAS, Lessee and Lessor decided to convert the lease-purchase
22 agreement into a Master Lease agreement in order to address some legal
23 issues under Florida law; and

24 WHEREAS, Lessee hereby finds and determines that the execution of
25 the Master Lease for the purpose of leasing golf carts as set forth in the
26 Equipment Schedule to the Master Lease is appropriate and necessary to the
27 function and operations of the Lessee; and

28 WHEREAS, the Lessor shall act as Lessor under said Master Lease; and

29 WHEREAS, because of the lack of appropriations provision in the Master
30 Lease, the Master Lease shall not constitute a general obligation indebtedness
31 of the Lessee within the meaning of the Constitution and laws of the State.

32 NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF
33 THE CITY OF LAKE WORTH, FLORIDA, that:

34 Section 1. The Mayor and City Clerk are authorized to execute the Master
35 Lease Agreement with TCF EQUIPMENT FINANCE, A DIVISION OF TCF
36 NATIONAL BANK, and any and all legally necessary documents to finance the
37 purchase of golf carts for the municipal golf course. The Master Lease
38 Agreement is attached hereto as Exhibit "1" and incorporated herein.

39 Section 2. The Lessee's obligations under the Master Lease shall be
40 expressly subject to annual appropriation by Lessee; and such obligations
41 under the Lease shall not constitute a general obligation of Lessee or

42 indebtedness of Lessee within the meaning of the Constitution and laws of the
43 State of Florida.

44 Section 3. By passage of this Resolution, all resolutions in conflict, including
45 Resolution 69-2014, are repealed.

46 Section 4. This resolution shall take effect immediately upon its adoption and
47 approval.

48 The passage of this Resolution was moved by Commissioner _____,
49 seconded by Commissioner _____, and upon being put to a vote, the vote
50 was as follows:

- 51
- 52 Mayor Pam Triolo
- 53 Vice Mayor Scott Maxwell
- 54 Commissioner Christopher McVoy
- 55 Commissioner Andy Amoroso
- 56 Commissioner John Szerdi
- 57

58 Mayor Pam Triolo thereupon declared this Resolution duly passed and
59 adopted on the 9th day of December, 2014.

60
61 LAKE WORTH CITY COMMISSION

62
63
64 By: _____
65 Pam Triolo, Mayor

66 ATTEST:
67
68
69 _____
70 Pamela J. Lopez, City Clerk
71



Amendment to Master Lease Agreement

	Date: December 5, 2014
The "Agreement": Master Lease Number 666203L Dated November 5, 2014	
"Lessee"	
City of Lake Worth, Florida, 7 North Dixie Highway, Lake Worth, FL 33460	
"Lessor"	
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Agreement is hereby amended as follows:

1. **Section 1; LEASE:** Sentence two (2), found on lines eight (8) and nine (9), which is stated as follows, is hereby amended to be deleted in its entirety:

"Lessee authorizes Lessor to add to the Schedule, or make necessary corrections to, serial numbers or other identification of the Equipment when known."
2. **Section 3; PAYMENTS:** This section has been hereby amended to be deleted in its entirety and replaced with the following language:

"Lessee shall pay to Lessor: (a) any Advance Rent Payment(s) and Security Deposit set forth in the Schedule, on the date Lessee signs the Schedule; and (b) the periodic Rent Payment set forth in the Schedule payable as set forth in the Schedule for the Initial Term and any renewal term. The Rent Payment in the Schedule has been indexed to the LIBOR Swap Rate (fixed rate swap for floating 90-day LIBOR) for a similar term to the Initial Term, interpolated as necessary. If such Swap Rate as of the date the final Item is accepted is more than the Swap Rate as of the date hereof, Lessor may increase the Rent Payment accordingly, and on or before the Commencement Date, Lessee will sign an amendment reflecting such increase. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon (unless said penalties or interest is due to the fault of the Lessor), assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all reasonable costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, tax treatment, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such amount, Lessee shall reimburse Lessor therefore, on demand. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum; provided that in no event shall such late fee or such interest exceed the maximum rate or amount permitted by applicable law. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check returned due to insufficient funds or stop payment. Lessor may apply payments and any security deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied."
3. **Section 5; RETURN:** Subclause (a), found on lines forty-four (44) and forty-five (45) is hereby amended to be deleted in its entirety and replaced with the following language:

"(a) the Mandatory Purchase Price related to the Item;"
4. **Section 7; INDEMNITY:** This section has been hereby amended to be deleted in its entirety and replaced with the following language:

"Subject to the limitations set forth in section 786.28, Florida Statutes, and as otherwise set by law, the City agrees to indemnify and hold the Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities or other amounts arising from or related to the City's negligence. The foregoing shall not be construed as consent by the City to be sued by third parties nor as a waiver of the City's sovereign immunity rights under Florida law. The foregoing is made for the benefit of Lessor and not for any third parties."
5. **Section 9; INSURANCE:** Clauses (a) and (b), found on lines two (2), three (3), four (4), five (5), six (6) and seven (7), are hereby amended to be deleted in their entirety and replaced with the following language:

"(a) liability for bodily injury and property damage with a minimum combined single limit of \$1,000,000.00 or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value."

And sentence four (4), found on lines twelve (12), thirteen (13) and fourteen (14), which is stated as follows, is hereby amended to be deleted in its entirety:

"Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such policy."

6. **Section 11; REMEDIES:** The following statement is hereby amended to be added after sentence three (3), ending with deficiency:

"If the Lessor recovers any surplus, the Lessee shall have no further obligation to Lessor."

7. **Section 12; ASSIGNMENT:** Sentence two (2), found on lines three (3), four (4) and five (5), is hereby amended to be deleted in its entirety and replaced with the following language:

"Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment with notice to Lessee."

8. **Section 13; NON-CANCELABLE, UNCONDITIONAL OBLIGATION:** Sentence two (2), found on lines two (2), three (3), four (4) and five (5), is hereby amended to be deleted in its entirety and replaced with the following language:

"This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind except as provided herein."

And clause (i), found on lines five (5), six (6) and seven (7), is hereby amended to be deleted in its entirety and replaced with the following language:

"(i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; and"

And clause (iii), found on line eleven (11), which is stated as follows, is hereby amended to be deleted in its entirety:

"and (iii) this Lease is made under Minn. Stat. Sec. 334.022."

And sentence six (6) and seven (7), found on lines fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19) and twenty (20) are hereby amended to be deleted in their entirety and replaced with the following language:

"Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee agrees to sign such items as may be reasonably required by Lessor."

9. **Section 14; TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** This section is hereby amended to be deleted in its entirety and replaced with the following language:

"To the extent permitted by applicable law, Lessee agrees to take all reasonable and timely action during the Lease term to obtain and maintain fiscal appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations") which shall include requesting such Obligations in each annual budget of the Lessee which budget is subject to the review and approval of the Lessee's City Commission. Notwithstanding anything to the contrary provided in the Lease and any other documents executed by Lessee, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee has otherwise paid Lessor all funds that were appropriated for the current fiscal year (if any) (a "Non-Appropriation Event"), Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease or otherwise, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of such Lease's Initial Term, or any extension or renewal thereof, as permitted under the terms of the Lease or as set forth herein or in any Schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in such Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under such Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of a Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. The termination of a Lease under this Section shall not terminate this Master Lease or any other Leases made pursuant hereto, and shall not terminate Lessee's obligation to make the required monthly payments for such Leases."

10. **Section 17; GOVERNING LAW; JURY TRIAL WAIVER:** The term "MINNESOTA" found on lines seven (7) and ten (10) is hereby replaced with term "FLORIDA".

And sentence three (3), found on lines thirteen (13), fourteen (14), fifteen (15), sixteen (16) and seventeen (17), which is stated as follows, is hereby amended to be deleted in its entirety:

"LESSEE AGREES THAT, AT LESSOR'S SOLE ELECTION AND DETERMINATION, LESSOR MAY SELECT AN ALTERNATIVE FORUM, INCLUDING ARBITRATION OR MEDIATION, TO ADJUDICATE ANY DISPUTE ARISING OUT OF THIS LEASE."

11. Section 18; MISCELLANEOUS: Sentence eleven (11), found on lines twenty-nine (29), thirty (30), thirty-one (31), thirty-two (32) and thirty-three, is hereby amended to be deleted in its entirety and replaced with the following language:

"Lessee authorizes Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such a reports."

Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: TCF Equipment Finance, a division of TCF National Bank By: _____ Operations - T.C.

Lessee: City of Lake Worth, Florida By: _____ Pam Triolo, Mayor

ATTEST: Approved as to form and legal sufficiency

By: _____ Pam Lopez, City Clerk

By: _____ Glen J. Torcivia, City Attorney



Master Lease

The "Master Lease": Master Lease Number 666203L Dated November 5, 2014	
"Lessee"	
City of Lake Worth, Florida, 7 North Dixie Highway, Lake Worth, FL 33460	
Fax:	E-mail: cfletcher@lakeworth.org
"Lessor"	
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	
Fax:319-833-4577	E-mail: customerservice@tcf.com

Master Lease Terms and Conditions

1. LEASE. Lessee hereby agrees to lease from Lessor and, subject to satisfaction of all Lessor's requirements and no material adverse change in Lessee's condition or business, Lessor agrees to lease to Lessee the personal property, services and/or software described in one or more Schedules (each a "Schedule") to this Master Lease signed by Lessor and Lessee from time to time on the terms and conditions set forth herein and in the related Schedule (such property and services, together with all replacements, repairs, and additions thereto, collectively the "Equipment"; and each item, an "Item"). Lessor authorizes Lessor to add to the Schedule, or make necessary corrections to, serial numbers or other identification of the Equipment when known. Each Schedule incorporates the terms of this Master Lease, is considered a separate lease and shall be referred to herein as "this Lease". Capitalized terms have the meanings given to them in the Schedule or herein. If the terms of a Schedule conflict with the terms of this Master Lease, the terms of the Schedule shall control.

2. TERM. The term of this Lease with respect to each Item begins on the date Lessee accepts such Item and continues for the number of consecutive months from the Commencement Date shown in the applicable Schedule (the "Initial Term") unless earlier canceled, terminated or extended as provided herein or in the Schedule. Lessee shall promptly inspect the Equipment upon delivery and, if acceptable in all respects, execute and deliver a certificate of acceptance, in form acceptable to Lessor. Lessee authorizes Lessor to fill in the Commencement Date in the Schedule, which will be determined based on the date that the final Item thereunder is delivered to and accepted by Lessee. If the final Item is delivered and accepted between the 1st and the 15th days of a month, the Commencement Date is the 15th day of such month; if the final Item is delivered and accepted between the 16th and the last days of a month, the Commencement Date is the 1st day of the following month. The term of this Lease may be extended as provided in the applicable Schedule.

3. PAYMENTS. Lessee shall pay to Lessor: (a) any Advance Rent Payment(s) and Security Deposit set forth in the Schedule, on the date Lessee signs the Schedule; (b) the periodic Rent Payment set forth in the Schedule payable as set forth in the Schedule for the Initial Term and any renewal term; (c) interim rent for each Item from the date accepted to the Commencement Date, at the daily rate equal to the Interim Rent Daily Factor set forth in the Schedule multiplied by the portion of the Total Cost applicable to such Item payable with respect to each calendar month by the 10th day of the following month and in any event on the Commencement Date. If, for any reason, the final cost (all amounts Lessor pays in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts, and any other amounts financed, before application of any subsidies or like amounts) is more or less than the Total Cost in the Schedule (which is based on an estimate), each Rent Payment and the mandatory or optional fixed purchase price, if any, will be adjusted to provide Lessor the same yield it would have obtained if such final cost had been equal to such Total Cost. Lessee agrees that the Schedule will be amended to reflect the final Total Cost and adjusted Rent Payment and purchase price, if applicable, by (i) written notice from Lessor to Lessee for adjustments of 10% or less; or (ii) signed Amendment. The Rent Payment in the Schedule has been indexed to the LIBOR Swap Rate (fixed rate swap for floating 90-day LIBOR) for a similar term to the Initial Term, interpolated as necessary. If such Swap Rate as of the date the final Item is accepted is more than the Swap Rate as of the date hereof, Lessor may increase the Rent Payment accordingly, and on or before the Commencement Date, Lessee will sign an amendment reflecting such increase. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon, assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, tax treatment, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such amount, Lessee shall reimburse Lessor therefore, with interest, on demand, plus Lessor's administrative and other costs of paying and invoicing such amounts. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum; provided that in no event shall such late fee or such interest exceed the maximum rate or amount permitted by applicable law. Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on such request made by any person it believes has authority to make such request on behalf of Lessee. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment request returned due to insufficient funds or stop

payment. Lessor may apply payments and any security deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied.

4. USE; REPAIRS. Lessee shall use the Equipment within recommended capacities, only for its designed purposes, in compliance with all laws, regulations and ordinances. At Lessee's expense, Lessee will maintain the Equipment in good repair and working order, furnish all needed parts and services and make all modifications and improvements required by law. Lessee will not modify or improve the Equipment without Lessor's prior written consent. All parts, modifications and improvements will become Lessor's property and part of the Equipment for all purposes. Lessee shall prepare and file all tax returns that it may file under the applicable taxing jurisdiction's laws for taxes that are Lessee's responsibility hereunder, including but not limited to personal property taxes if the End of Lease Provision under the applicable Schedule is (i) "Mandatory Purchase" or (ii) "Purchase Option" and the price for such option is a dollar amount stated in such Schedule.

5. RETURN. Subject only to strict compliance with the terms of any purchase or renewal provisions which are set forth herein or in any Schedule, upon expiration or earlier cancellation or termination hereof, Lessee shall, at its sole cost and expense, return all (not part) of such Equipment to Lessor's designee immediately upon expiration of the Initial Term and with respect to each item of Equipment, as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or coving damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular Item shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Item as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Item for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the greater of (a) the Mandatory Purchase Price related to the Item; (b) the Item's "Anticipated Residual Value" as determined by Lessor's books at the Commencement Date; or (c) 10% of the original Total Cost related to the Item. Return Condition Standards applicable when the Equipment is Golf Cars. The Return Condition Standards for golf cars are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air

pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value. Until properly returned, all Lease terms shall apply, including without limitation all Lessee's rent, insurance and maintenance obligations.

6. **DISCLAIMERS.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND ANY OTHER WARRANTIES IMPLIED BY LAW. LESSEE HEREBY WAIVES ALL CLAIMS AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR ANY DEFECT THEREIN, OR BY THE DELIVERY, INSTALLATION, USE, MAINTENANCE OR SERVICING OF OR ADJUSTMENT TO THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT AS-IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND. Lessee acknowledges that: Lessor is not a dealer or manufacturer of equipment of any kind; is not the seller of the Equipment; each Item is of a type, size, design and capacity selected solely by Lessee; and this Lease is a "finance lease" under UCC Article 2A in all respects. To the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate this Lease).

7. **INDEMNITY.** To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities, liens, fines, penalties or other amounts arising out of the manufacture, purchase, lease, use, condition, possession, ownership, operation or return of any Equipment, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, including any strict liability claims, whether arising by operation of law, or with or without Lessee's fault or negligence or failure to comply with the terms hereof, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents, imposed or incurred by or asserted against Lessor, its successors or assigns. At Lessee's option, Lessee shall assume full responsibility for the defense of any indemnified claim.

8. **LOSS.** Lessee shall bear the entire risk of loss, theft, damage or destruction of any or all Items from any cause whatsoever ("Loss"); and no Loss shall relieve Lessee of any rent payment or other obligation hereunder. If Lessor determines that any Item has suffered an irreparable Loss, Lessee will either (i) replace the Item with like equipment (of the same year, make, model and accessories) in good repair, condition and working order; or (ii) pay Lessor the Stipulated Loss Value for such Item.

9. **INSURANCE.** With respect to the Equipment, Lessee shall pay for and maintain, and furnish Lessor a certificate evidencing, insurance insuring against: (a) liability for bodily injury and property damage with a minimum combined single limit of \$1,000,000.00 or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, with Lessor as additional insured; and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value, with Lessor as loss payee. Each insurance policy shall be in such form, including a maximum deductible, and with such insurers as Lessor may accept, shall require the insurer to give Lessor at least 30 days' prior written notice of any cancellation or change in terms, and shall specify that no action or misrepresentation by Lessee will affect Lessor's coverage. Lessor has no duty to verify or notify Lessee that any such policy exists or is free of defects. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such policy. If Lessee fails to maintain, pay for or provide Lessor with evidence of the required insurance, Lessor may, but is not obligated to, obtain insurance covering Lessor's interest in the Equipment from an insurer of Lessor's choice. Lessor may charge Lessee the costs of acquiring and maintaining such insurance, and a fee for Lessor's services (collectively, "Insurance Charge"). At its discretion, Lessor may allocate the Insurance Charge to the remaining Rent Payments, which Lessee will pay with interest on such allocation. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person.

10. **DEFAULT.** Each of the following is an "Event of Default" hereunder: (a) Lessee fails to pay any rent or other payment required hereunder when due; (b) Lessee fails to comply with any other covenant or agreement hereunder and such failure continues for 10 days after notice by Lessor; (c) Lessee defaults under any other obligation to Lessor; (d) Lessee or any guarantor of this Lease ("Guarantor"), or any partner of Lessee ("Partner") if Lessee is a partnership, ceases doing business as a going concern or makes an assignment for the benefit of creditors; (e) Lessee or any Guarantor or Partner admits in writing an inability to pay debts as they come due, voluntarily files or has filed against it involuntarily a petition under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for it or for all or a substantial part of its assets; (f) any individual Lessee, Guarantor or Partner dies; (g) any material indebtedness of Lessee or any Guarantor is accelerated or payment in full thereof is demanded; (h) Lessee or any Guarantor consolidates with, merges into or transfers all or substantially all its assets to another entity or individual; or (i) Lessee fails to occupy the premises where any Item is

located, or the mortgagee or owner of such premises asserts the right to take possession thereof or exercise eviction or other remedies under the mortgage or lease of such premises.

11. **REMEDIES.** At any time on or after an Event of Default, Lessor may in its sole discretion, with or without canceling or terminating this Lease, exercise one or more of the following remedies: (a) on written notice to Lessee, cancel or terminate this Lease; (b) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the current fiscal year; (c) enforce performance of, and/or recover damages for the breach of, Lessee's covenants; (d) repossess the Equipment wherever located, without notice or legal process; (e) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee's obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms as deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment. No remedy shall be exclusive, and each shall be cumulative to the extent necessary for Lessor to recover amounts for which Lessee is liable hereunder.

12. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not sell, assign, sublet, pledge or otherwise encumber or permit a lien arising through Lessee to exist against any interest in this Lease or the Equipment. Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment without notice to or consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

13. **NON-CANCELABLE, UNCONDITIONAL OBLIGATION.** This Lease cannot be canceled or terminated except as expressly provided herein. This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind. If this Lease is deemed to be a lease intended as security, (i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; (ii) this Lease shall be construed so that interest, the applicable interest rate or other charges shall not exceed the maximum time price differential, rate, interest or amount allowed by applicable law, and any excess payment will be applied first to prepay principal hereunder and then as a refund to Lessee; and (iii) this Lease is made under Minn. Stat. Sec. 334.022. The Equipment shall at all times remain Lessor's property, and Lessee's only right, title or interest therein shall be as set forth herein. At its expense, Lessee shall protect and defend Lessor's title and interest and keep the Equipment free of all claims and liens except those created by or arising through Lessor. Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee appoints Lessor as Lessee's attorney-in-fact to sign such items in Lessee's name. Lessee will reimburse Lessor's costs with respect thereto on demand. Lessee's exact legal name is as shown above and Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable Schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year. Lessor may inspect the Equipment and Lessee's records related thereto at any time during business hours. All representations, warranties and indemnities of Lessee made or agreed to in or in connection with this Lease shall survive expiration, cancellation or termination of this Lease.

14. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination,

Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of such Lease's Initial Term, or any extension or renewal thereof, as permitted under the terms of the Lease or as set forth herein or in any Schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in such Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under such Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of a Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. The termination of a Lease under this Section shall not terminate this Master Lease or any other Leases made pursuant hereto, and shall not terminate Lessee's obligation to make the required monthly payments for such Leases.

15. DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS. Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Master Lease and any Schedules, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

16. EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY). At the end of the Initial Term, Lessee shall remit to Lessor \$5.00 per hour on each item that has hourly use in excess of the maximum hours as indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an item shall be determined by the hour meter attached to said item, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the item during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

17. GOVERNING LAW; JURY TRIAL WAIVER. THIS LEASE, AND ALL MATTERS OF THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF MINNESOTA (EXCLUDING CONFLICTS LAWS). LESSEE HEREBY CONSENTS TO JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS SITTING IN THE STATE OF MINNESOTA FOR RESOLUTION OF ALL DISPUTES OF ANY NATURE WHATSOEVER REGARDING THIS LEASE OR ANY

TRANSACTION CONTEMPLATED HEREBY. LESSEE AGREES THAT, AT LESSOR'S SOLE ELECTION AND DETERMINATION, LESSOR MAY SELECT AN ALTERNATIVE FORUM, INCLUDING ARBITRATION OR MEDIATION, TO ADJUDICATE ANY DISPUTE ARISING OUT OF THIS LEASE. THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY ACTION TO ENFORCE THIS LEASE OR ANY RELATED AGREEMENTS.

18. MISCELLANEOUS. This Lease constitutes the entire agreement between Lessee and Lessor with respect to the subject matter hereof; there is no other oral or written agreement or understanding. In Lessor's sole discretion, this Lease and other documents may be electronically copied and/or delivered by telecopier or other electronic means of transmission ("e-copy") and the e-copy of any document shall be deemed an original, and admissible as such in any court or other proceeding; provided that there shall be only one original counterpart of each Schedule, and it shall bear the original signature of Lessor and be marked "Original." To the extent a Schedule is "chattel paper", a security or ownership interest may only be created therein by transferring the "Original" bearing Lessor's original signature. If Lessor permits Lessee to deliver this lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original signature shall limit or modify the representations and agreements set forth above. Except as expressly set forth herein, this Lease may not be amended or modified except by a writing manually signed by the parties. Lessee shall pay Lessor's costs, fees and expenses incurred in connection with any amendment, waiver, release, cancellation or termination of this Lease or any related document, financing statement, title certificate or instrument, including but not limited to filing and recording fees. This Lease is binding on and inures to the benefit of the parties hereto, their permitted successors and assigns. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees prepaid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. If more than one Lessee is named herein, the obligations of each shall be joint and several. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such a reports. Lessee warrants and agrees that the Equipment is leased and will be used for business purposes only, and not for personal, family or household purposes. Our institution complies with Section 326 of the USA PATRIOT Act. This law mandates that we verify certain information about you while processing your account application.

Lessor: TCF Equipment Finance, a division of TCF National Bank

By: _____ Operations - T.C.

Lessee: City of Lake Worth, Florida

By: _____ Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency

By: _____ Pam Lopez, City Clerk

By: _____ Glen J. Torcivia, City Attorney



Amendment to Equipment Schedule (Fair Market Value Purchase Option)

The "Contract": Lease Number 008-0666203-100 Dated October 16, 2014	Date: December 5, 2014
"Lessee"	
City of Lake Worth, Florida, 7 North Dixie Highway, Lake Worth, FL 33460	
"Lessor"	
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract. Upon execution of this Amendment by Lessee and Lessor, the Contract is hereby amended as follows:

- Section 1, sentence five (5), found on lines six (6), seven (7), eight (8) and nine (9), is hereby amended to be deleted in its entirety and replaced with the following language:

"If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive 12-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.

- Section 4 is hereby amended to be deleted in its entirety and replaced with the following language:

"If Lessor suffers a Tax Loss, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same reasonable assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to this provision and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's obligations hereunder shall survive cancellation and termination of this Lease unless terminated by Lessee under Section 14 of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor reasonably anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

- Section 5, which is stated as follows, is hereby added after section 4:

"The advance rent payment set forth above (for \$122,000.00) shall be made by E-Z-GO directly to Lessor. Lessee shall not be liable for said advance rent payment."

Except as specifically amended herein, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: TCF Equipment Finance, a division of TCF National Bank By: _____ Operations - T.C.

Lessee: City of Lake Worth, Florida By: _____ Pam Triolo, Mayor

Amendment_Contract ver. 6/09/2014 258637 5 12/05/2014 4:31 AM

ATTEST:

By: _____
Pam Lopez, City Clerk

Approved as to form and legal sufficiency

By: _____
Glen J. Torcivia, City Attorney



**Equipment Schedule
(Fair Market Value Purchase Option)**

The "Lease": Equipment Schedule Number 008-0666203-100 Dated November 5, 2014 to Master Lease Number 666203L Dated November 5, 2014	
"Lessee"	
City of Lake Worth, Florida, 7 North Dixie Highway, Lake Worth, FL 33460	
Contact: Chris Fletcher	Phone: (561) 533-7363
"Lessor"	
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit	Total Cost
	49 Months	Monthly	1 @ \$122,000.00 23 @ \$0.00 25 @ \$4,848.20 plus applicable taxes except financed sales tax included in Total Cost	\$122,000.00 For Installments(s): First	N/A	N/A	\$289,310.00

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(70) 2015 EZGO Electric TXT Golf Cars together with all attachments and accessories thereto	Lake Worth Golf Club, 1 7th Avenue North, Lake Worth, FL 33460

Each Rent Payment shall be payable in advance on the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the fair market value of the Equipment, as mutually determined by Lessor and Lessee, plus all sales and use taxes arising on the sale of the Equipment. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 60 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable 12-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to, timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment, and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: TCF Equipment Finance, a division of TCF National Bank

By: _____ Operations - T.C.

Lessee: City of Lake Worth, Florida

By: _____ Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency

By: _____
Pam Lopez, City Clerk

By: _____
Glen J. Torcivia, City Attorney

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: City of Lake Worth, Florida
7 North Dixie Highway,
Lake Worth, FL 33460

Lessor: TCF Equipment Finance, a division of TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Re: Contract 008-0666203-100, dated as of November 5, 2014, by and between City of Lake Worth, Florida and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibits thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Florida (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the annual appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,



11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

Insurance Certificate Request

To	To Whom It May Concern	From	Marisa Meyers
Company		Fax	(866) 465-3149
Fax		Phone	(800) 215-4738 x
Phone		Email	mmeyers@tcfef.com
Subject	INSURANCE CERTIFICATE REQUEST	Date	November 5, 2014

Message:

Our mutual customer, City of Lake Worth, Florida, is leasing equipment through TCF Equipment Finance, a division of TCF National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

<p>1. INSURED: City of Lake Worth, Florida, 7 North Dixie Highway, Lake Worth, FL 33460</p>
<p>2. COVERAGES:</p> <ul style="list-style-type: none"> • Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements. <ul style="list-style-type: none"> ➢ Policy Number ➢ Policy Effective Date & Policy Expiration Date • Property Damage – Cost: \$289,310.00 or ACV <ul style="list-style-type: none"> ➢ Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost) ➢ Policy Number ➢ Policy Effective Date & Policy Expiration Date
<p>3. DESCRIPTION OF EQUIPMENT: (70) 2015 EZGO Electric TXT Golf Cars together with all attachments and accessories thereto Or reference: "Leased Equipment on TCF Contract Number 008-0666203-100", if the description is too long</p>

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmeyers@tcfef.com or fax to (866) 465-3149. Thank you!

Marisa Meyers
Transaction Coordinator
TCF Equipment Finance, a division of TCF National Bank, 111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL NAMED ABOVE. IF THE READER OF THIS INFORMATION IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED AND YOU ARE DIRECTED TO DESTROY IT. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CONTACT US IMMEDIATELY BY TELEPHONE AT 800-442-7811.

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CERTIFICATE OF INCUMBENCY
LEASE-PURCHASE AGREEMENT NO. 008-0666203-100
DATED AS OF October 16, 2014

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk of City of Lake Worth, Florida (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Florida, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20 ____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document.



Delivery and Acceptance

"Lessee"
City of Lake Worth, Florida, 7 North Dixie Highway, Lake Worth, FL 33460
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease 008-0666203-100 dated November 5, 2014 (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER, EXCEPT AS PROVIDED IN THE LEASE.

Acceptance Date: _____

Lessee: City of Lake Worth, Florida

By: _____ Title: _____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.