



Palm Beach Park of Commerce

**Palm Beach Park of Commerce
Association, Inc.**

UNIFORM SERVICE POLICY

ON

WATER, WASTEWATER

AND

FIRE PROTECTION

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I. INTENT

PALM BEACH PARK OF COMMERCE ASSOCIATION, INC. (the "Association") has established this Uniform Schedule designed to set forth the service relationship between the Association and property owners, builders and developers seeking to obtain water, wastewater and fire protection service for the benefit of their property in accordance with the provisions of the "Restated Declaration of Protective Covenants, Conditions, and Restrictions for Palm Beach Park of Commerce" recorded in Official Records Book 15898, Page 0890, Public Records of Palm Beach County, and all subsequent amendments.

Connection Charges are not charged or received as compensation for the sale of water or wastewater services and are not considered "service" within the context of Section 166.231 Florida Statutes, or its successor Statute. Connection Charges are "Contributions In Aid of Construction" (CIAC) which means the amount of money which is used to offset the acquisition, improvement or construction costs of the water system, facilities or equipment used to provide utility services. The Connection Charges may be used by the Association for payment of, without limitation to; (i) debt service; (ii) repairs and maintenance; (iii) reserves; (iv) acquisition, improvement or construction costs; and (v) all other related costs for the Association's water and wastewater system and infrastructure.

It is the Association's intent that the Connection Charges provided herein be established from time to time, so as to balance the financial requirements of the system equitably and properly between the existing water consumers of the Association and those prospective consumers seeking service. The required **Water Supply Agreement** form and related **Memorandum of Water Supply Agreement** are attached hereto as **Exhibit "A"** for review. All necessary application forms are also attached

hereto as **Exhibit "B"**. Each attached form should be completed in full and submitted to the Association in order to initiate the service relationship at the beginning of any new project. In addition, it is the Association's intent that all property owners, builders and developers who begin receiving water and sewer services from the Association comply with the Association's **Wastewater Pretreatment Rules and Regulations**, a copy of which is attached hereto as **Exhibit "C"**.

II. DEFINITIONS

The Association: Palm Beach Park of Commerce Association, Inc., a Florida not-for-profit corporation, was formerly known as First Park South Florida Association Inc., established on July 29, 1983. On January 31, 2008, the Association filed a name change with the Secretary of State and changed its name back to PALM BEACH PARK OF COMMERCE Association, Inc.

- (a) The Association: Palm Beach Park of Commerce Association, Inc., a Florida not for profit corporation, was established as a separate legal entity on July 29, 1983. Subsequently, on January 31, 2008 Palm Beach Park of Commerce Association, Inc. filed a name change with the Secretary of State and changed its name to FIRST PARK SOUTH FLORIDA Association, Inc. Subsequent to January 2008 First Park South Florida Association, Inc. filed a name change with the Secretary of State and changed its name back to PALM BEACH PARK OF COMMERCE ASSOCIATION, INC. as documented by the Sixth Amendment to the Declaration dated January 21, 2015.
- (b) Connection Charges: Those amounts charged by the Association to each owner, builder or developer for the fair share of the cost of the water and wastewater treatment system and the master water distribution and sewerage collection facilities based upon the amount of capacity required by the property of said owner, builder or developer. These charges correspond with Section 6. (c) of the Water Supply Agreement.
- (c) Connected Units: A connected unit (wastewater) shall be considered as any single drain connected to the sanitary system and shall include but not be limited to, toilets, sinks, floor drains, urinals, washers, wash basins and any machinery that is connected to or discharges into the sanitary wastewater lines.

III. CONNECTION CHARGES

The Connection Charges, until adjusted by the Association, are as follows:

<u>METER SIZE</u>	<u>TOTAL ERC's *)</u>	<u>WATER</u> per ERC	<u>WASTE- WATER</u> per ERC	<u>TOTAL</u>
smaller than ¾"	1.0	\$6,621.00	\$3,956.00	\$ 10,577.00
¾"	1.5	\$6,621.00	\$3,956.00	\$ 15,865.50
1"	2.5	\$6,621.00	\$3,956.00	\$ 26,442.50
1½"	6.0	\$6,621.00	\$3,956.00	\$ 63,462.00
2"	8.0	\$6,621.00	\$3,956.00	\$ 84,616.00
3"	16.0	\$6,621.00	\$3,956.00	\$ 169,232.00
4"	25.0	\$6,621.00	\$3,956.00	\$ 264,425.00
6"	50.0	\$6,621.00	\$3,956.00	\$ 528,850.00
8"	80.0	\$6,621.00	\$3,956.00	\$ 846,160.00
10"	115.0	\$6,621.00	\$3,956.00	\$1,216,355.00
Temporary Connection during construction: (lumpsum)				\$ 2,800.00
Administrative Fee: (per Sections 4. (b) + (c) Water Supply Agreement)				\$ see separate Rate Schedule

*) ERC = Equivalent Residential Connection

IV. MONTHLY SERVICE CHARGES

WATER POTABLE

Rate

Same as rate charged by Seacoast Utility Authority to PBPOC with annual increase.

FIRE PROTECTION

<u>Fire Line Size</u>	<u>Rate</u>
2 "	\$ 20.00
3 "	\$ 30.00
4 "	\$ 50.00
6 "	\$ 90.00
8 "	\$140.00
10 "	\$200.00
12 "	\$400.00

WASTEWATER

<u>Connected Units</u>	<u>Rate per Unit</u>
0 - 20	\$3.00
20 - 50	\$2.50
51 - 100	\$2.00
100 - more	\$1.50

V. PAYMENT SCHEDULE

- (a) Temporary Connection Charges
- (b) The first 50% of all Connection Charges

Due and payable upon execution of Water Supply Agreement

- (c) The remaining 50% of all Connection Charges

Due and payable as meter(s) is/are requested.

- (d) Monthly Service Charges:

Monthly Services Charges for water and sewer service are billed monthly, dated the first day of each calendar month and due on or before the last day of such calendar month. All late payments shall become subject to a 1.5% monthly finance charge. The Association shall have the right to disconnect service in the event late payments and applicable finance charges are not received within sixty (60) days of the date of the monthly invoice.

WATER SUPPLY AGREEMENT

THIS AGREEMENT ("Agreement") made and entered by date last signed, _____, 201__, by and between _____, a _____, hereinafter referred to as "**Customer**", and **PALM BEACH PARK OF COMMERCE ASSOCIATION, INC.**, a Florida not-for-profit corporation, hereinafter referred to as the "**Association**".

WHEREAS, Customer owns lands located in Palm Beach County, Florida, and described in **Exhibit "A"**, attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property", and Customer intends to develop the Property by constructing improvements thereon; and

WHEREAS, pursuant to and in accordance with the terms and conditions of that certain Interlocal Agreement by and between Palm Beach County, a political subdivision of the State of Florida (the "**County**") and Seacoast Utility Authority, a separate legal public entity pursuant to the provisions of Chapter 163, Florida Statutes, its successor and or/assigns ("**Seacoast**"), dated April 18, 2006, and recorded in Official Records Book 20252, Page 259 in the Public Records for Palm Beach County, Florida, as may be amended from time to time (the "**County Agreement**"); Seacoast has the sole and exclusive authority and right to provide water and sewer services to all the real property located within Seacoast's service area, as defined therein (the "**Seacoast Service Area**");

WHEREAS, the Property lies within the boundaries of the Seacoast Service Area;

WHEREAS, pursuant to and in accordance with the terms and conditions of that certain Water and Sewer Service Agreement by an between Seacoast and the Association, dated June 7, 2007, as may be amended from time to time (the "**Seacoast Agreement**"), and in accordance with Seacoast's prevailing Service Code, the Association has the sole and exclusive authority and right to provide water and sewer services to all the real property (existing and any additional real property subsequently added thereto) as are now or hereafter made subject to the Restated Declaration of Protective Covenants, Conditions and Restrictions for PALM BEACH PARK OF COMMERCE, dated September 22, 2003 and recorded in Official records Book 15898, Page 0890, in the Public Records of Palm Beach County, as amended, and as further amended from time to time (the "**Declaration**"), including without limitation, the Property (all real property now or hereinafter made subject to the Declaration shall be collectively referred to herein as the "**Park Property**");

WHEREAS, Customer desires that the Association provide water and sewer service for Customer's Property herein described; and

WHEREAS, the Association is willing to provide, to the extent of the Association's rights pursuant to the County Agreement and the Seacoast Agreement, and in accordance with the provisions of this Agreement, the Association's Uniform Service Policy on Water, Wastewater and Fire Protection, as may be amended from time to time (the "**Uniform Service Policy**"), and the Association's Wastewater Pretreatment Rules and Regulations, as may be amended from time to time (the "**Rules**") (which are an Exhibit to the Uniform Service Policy), water and sewer services to the Property so that the occupants of the improvements on the Property will receive water supply and sewage service from the Association.

NOW, THEREFORE, for and in consideration of the promises, the mutual undertakings and agreements herein contained and assumed, Customer and the Association hereby covenant and agree as follows:

1. The foregoing recitals are true, correct and incorporated herein by reference.
2. Customer agrees to strictly adhere to the Uniform Service Policy, the Rules and all other directives of the Association, Seacoast and/or the County.
3. Assurance of Title - At the time of execution of this Agreement, the Customer agrees to deliver to the Association a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the Association in a form and substance satisfactory to the Association with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Customer's legal right to agree to the provisions contained in this Agreement.
4. On-Site Installation. Subject to the Association's approval and terms and conditions set forth herein, Customer shall, at Customer's sole cost and expense, secure any permits and approvals necessary for and construct the on-site water distribution and sewage collection systems in accordance with the plans and specifications as set forth on as **Exhibit "B"** attached hereto and incorporated herein by reference (the "**Plans**"). The term "on-site water distribution and sewage collection systems" means and includes all water distribution and supply mains, lines and pipes, and related facilities, and sewage collection lines, facilities and equipment, including pumping stations, constructed within the boundaries of Customer's Property adequate in size to serve the Property or as otherwise required by the Association. The on-site water distribution and sewage collection systems shall be owned and serviced by Customer and shall herein after be referred to as the "**On-Site System**".

The Customer shall give the Association written advance notice of its desire to connect the On-Site System to the Association's water and wastewater system. Upon completion of construction of the On-Site System, Customer's engineer of record shall submit to the Association all proper documentation as described in the Association's Design Standards. The Association shall connect, or cause the connection of, the On-Site System to the Association's water and wastewater system at the boundaries of Customer's Property as depicted on **Exhibit "B"**, at Customer's sole cost and expense. Customer understands and agrees that the Association shall not be required to connect and service the Property until all items are received and found to be reasonably acceptable to the Association and all fees as set forth herein are paid. Customer agrees to warrant and/or guaranty its On-Site System and all utility facilities being constructed by Customer against faulty workmanship and defective materials. Customer covenants to indemnify and save harmless the Association for any loss, damages, costs, claims, suits, debts or demands by reason of defects in the On-Site System.

Customer agrees to pay all costs associated with adjusting or relocating facilities herein constructed by Customer when such adjustments or relocations are caused by changes initiated by Customer or his successors and assigns.

In accordance with the Association's obligations under the Seacoast Agreement, the Customer shall be required to maintain water quality at each individual outlet and to comply with the Rules, which includes without limitation compliance with all drinking water standards promulgated by the Florida Department of Environmental Protection and Palm Beach County Public Health Unit. At no time shall such water quality standards be required to be in excess of those attained at the Association's point of delivery to the master meter. The Customer shall ensure that all effluent being delivered into the Association's system shall meet all governmental standards, including those pertaining to pre-treatment of industrial waste and as set forth in the Rules. The Association, its agents or representatives, including without limitation to, Seacoast and the County, shall have the right to sample, or to participate in the sampling of, the effluent generated by the Customer in order to determine compliance with all applicable pretreatment requirements.

5. Off-Site Installation – Subject to the Association's approval, Customer shall, at Customer's sole cost and expense, be required to: (i) secure any and all permits and approvals for; and (ii) design and construct any and all necessary improvements, upgrades, extensions of and additional facilities required to the Association's existing water and wastewater system in order to connect and provide service to the On-Site System (the "**Off-Site Improvements**") all as set for on **Exhibit "B"**. Upon completion of construction of the Off-Site Improvements, Customer's engineer of record shall submit to the Association all proper documentation as described in Association's Design Standards. Customer understands and agrees that the Association shall not be required to connect and service the Property until all items are received and found to be reasonably acceptable to the Association and all fees as set forth herein are paid. Customer agrees to warrant and/or guaranty the Off-Site Improvements against faulty workmanship and defective materials. Customer covenants to indemnify and save harmless the Association for any loss, damages, costs, claims, suits, debts or demands by reason of defects in the Off-Site Improvements. Once completed and approved by the Association, Customer shall convey the Off-Site Improvements to the Association which shall thereafter be owned and serviced by the Association.

6. Fees and Charges. Pursuant to the Seacoast Agreement, the Association is/was required to construct and maintain water and sewer system infrastructure and pay Seacoast certain fees and charges in order to provide water and sewer services to the Park Property. The parties hereto acknowledge and agree that to the extent the following fees and charges are pass-through charges from Seacoast: (i) such charges and fees are set by Seacoast in accordance with the Seacoast Agreement and the Association has no control of same; and (ii) the Association shall charge Customer an equal amount charged the Association by Seacoast. The Association shall uniformly charge all owners of Park Property the following fees and charges. Customer hereby agrees to pay the following:

- (a) Land Development Review Fee/Administrative Fee. A land development review fee to the Association for document preparation, Plans review, inspection and engineering coordination. This fee shall be paid to the Association at the time Customer's Plans are submitted to the Association for review and approval and shall not exceed \$2,500.00 per set of plans submitted. For clarification, the Plans set forth on **Exhibit "B"** are deemed one set of plans regardless of the number of revisions necessary. No portion of the fee shall be refundable.

- (b) Capacity Reservation Fees. Customer acknowledges and agrees that Capacity Reservation Fees are set and controlled by the County, Seacoast and in accordance with the County Agreement and Seacoast Agreement, and therefore, are subject to change. Subject to the foregoing, Customer agrees to pay Capacity Reservation Fees at the existing rates at the time of the request on each phase of the project as initially set forth on **Exhibit "C"**. Customer understands that capacity is guaranteed for its needs only for and to the extent that Capacity Reservation Fees are paid. As active connections are made, the Capacity Reservation Fees obligation of Customer shall be proportionately reduced, if applicable. Capacity Reservation Fees are only refundable to the extent Seacoast refunds Capacity Reservation Fees to the Association. Typically, but without guarantee, Capacity Reservation Fees may be refunded until such time as a building permit for development of the Property is obtained.
- (c) Connection Charges. Customer shall pay Connection Charges, as defined and set forth in the Uniform Service Policy and as calculated in **Exhibit "D"** attached hereto and incorporated herein by reference. The Connection Charges may be used by the Association for payment of, without limitation to; (i) debt service; (ii) repairs and maintenance; (iii) reserves; (iv) acquisition, improvement or construction costs; and (v) all other related costs for the Association's water and wastewater system and infrastructure. The Connection Charges shall be paid in accordance with **Exhibit "D"**.
- (d) Meter and Meter Installation. The Association shall order the necessary water meter(s), meter box(es) and appurtenances for the Property (collectively, the "**Meter Facilities**"). The Association, or its designee, shall install all Meter Facilities upon the Park Property and the Association is obligated to pay the charges imposed for such installations (including the cost of any other parts or facilities which may be necessary for installation (the "**Meter Facilities Installation Fee**"). Upon the installation of the Meter Facilities for the Property, the Association shall invoice Customer for the amounts paid by the Association (together with a copy of the invoices paid by the Association) for the Meter Facilities and the Meter Facilities Installation Fee which shall be due the Association Net 30 days from Customer's receipt of such invoice.
- (e) Monthly Service Charges. See the Uniform Service Policy and Section 11 below.

Payment of the aforementioned costs, fees and charges does not and will not result in the Association waiving any of its rights, rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Customer making payment of same. The Association shall not be obligated to refund to Customer any portion of the value of the aforementioned costs, fees and charges for any reason whatsoever, unless specifically provided for herein.

7. Equivalent Residential Connections Reserved. The parties agree that in accordance with the Seacoast Agreement, Uniform Service Policy and **Exhibit "C"**, the capacity needed to provide service to the Property for the proposed development is _____ gallons per day or _____ equivalent residential connections ("**ERC's**") for water supply and _____ gallons per day or _____ ERC's for wastewater removal. Customer acknowledges and agrees that pursuant to the Seacoast Agreement, in the event the Association utilizes more water or sewer capacity than 1.33 times the water or sewer capacity reserved by the Association, the Association shall pay Seacoast 150% of the then current water or sewer rate, as the case may be, for all excess use. Accordingly, in the event Customer's capacity exceeds 1.33 times the water and/or sewer

capacity reserved in any given month, Customer shall reimburse the Association any and all fees, penalties and charges imposed by Seacoast against the Association for such excess use, to the extent caused by Customer. Furthermore, if Customer utilizes excess monthly capacity on a continuous and repeated basis, the then Customer shall (i) cease such excess use; or (ii) apply to the Association to acquire additional capacity within thirty (30) days of receiving written notice from the Association concerning the continuous or repeated excess use. In the event such additional capacity is not available to the Association to make available to the Customer within sixty (60) days of Customer's application for additional capacity, then Customer shall cease such excess use (unless otherwise approved by the Association in writing on or before the expiration of such sixty (60) day time period.

8. Easements - Customer hereby grants the Association, its agents and/or representatives, including without limitation, Seacoast and the County, an easement on, over, through and under the Property for necessary access and ingress and egress to exercise their respective inspection, sampling, repair and maintenance and enforcement rights set forth hereunder. Customer shall obtain any and all necessary off-site easements that may be required in order to carry out the terms, conditions and intent hereof, at Customer's expense, and shall convey same to the Association at the Association's request. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements or rights-of-way, or give to the Association assurance by way of a "non-disturbance agreement", that in the event of foreclosure, mortgagee would continue to recognize the easement rights of the Association and not extinguish the Association's easement rights. The On-Site System shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes.

In the event Customer and the Association agree that Association is to install any of its water and/or wastewater system in lands within the Property, then the Customer shall grant to the Association (and Seacoast and the County, if required by the Association), without cost or expense to the Association, the necessary easement or easements for such "private property" installations. The Association covenants that it will use due diligence in ascertaining all easement locations; however, should the Association install any of its water system outside a dedicated easement area, the Association will not be required to move or relocate any water systems lying outside a dedicated easement area, so long as such facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. The use of easements granted by Customer to the Association under this paragraph shall preclude the use by other utilities of these easements, such as for cable television, telephone, electric or gas utilities, unless otherwise agreed to in writing by the Association.

At the Association's request, Customer shall execute the Association's standard form of easement to be recorded in the Public Records of Palm Beach County to evidence such grants of easement(s).

Customer hereby affirms that, to the best of Customer's knowledge and belief, the portion of Property within which the On-Site System is to be constructed is free of soil and ground water contamination. Customer hereby indemnifies and holds the Association harmless for all claims and damages resulting from such contamination, whether existing before development began or occurring during or after development.

9. Agreement to Serve – Upon: (i) the completion of construction of the On-Site System and Off-Site Improvements required hereunder by Customer and the final inspection of same; (ii) issuance of the final letter of acceptance by the Association; (iii) receipt of all appropriate governmental agency approvals (including, without limitation to, Seacoast and the County); and (iv) the On-Site System and Off-Site Improvements being in compliance with the Uniform Service Policy, and the other terms of this Agreement, including fees paid, the Association covenants and agrees that it will connect or oversee the connection of the On-Site System installed by Customer to the Association's water and wastewater system in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Association agrees that once it provides water and sewer service to the Property, that thereafter the Association will continuously provide (to the extent within the Association's reasonable control), but in accordance with other provisions of this Agreement, including rules and regulations and rate schedules, water and sewer service to the Property in a manner to conform with all requirements of the applicable governmental authorities having jurisdiction over the operations of the Association. Notwithstanding the foregoing, Customer acknowledges and agrees that pursuant to the County Agreement, in the event the South Florida Water Management District, or other governmental unit with just cause and authority declares a water shortage, then the County shall have the right to restrict service to Seacoast by the same percentage, level and/or manner as the County restricts service to customers located within the County limits, and may adjust Seacoast's rates in the same manner as rates may be adjusted for customers located within the County limits. Accordingly, Customer acknowledges and agrees that in the event the County exercises such rights: (i) Seacoast may restrict service to the Association by the same percentage, level and/or manner as Seacoast restricts service to customers located within the Seacoast Service Area, and may adjust the Association's rates in the same manner as rates may be adjusted for customers located within the Seacoast Service Area; and (ii) the foregoing shall cause the Association to restrict service to the Property by the same percentage, level and/or manner as the Association restricts service to other customers located within the Park Property, and may adjust the Customer's rates in the same manner as rates may be adjusted for other customers located within the Park Property. Subject to the foregoing and the terms and conditions hereunder, the Association shall not, through any fault of its own, otherwise artificially alter or limit water service to the Property.

10. Association Service Obligations. The Association's obligations to provide water and sewer service hereunder shall last only so long as the Association has a contractual right to procure such services to the Park Property from Seacoast, Seacoast has suitable facilities in place to service the Park Property and Customer is otherwise in full compliance with this Agreement. Notwithstanding the foregoing, should service from Seacoast for the Park Property become unavailable to the Association, the Association may, in its sole discretion, elect to provide the Park Property with an alternative means of service (if available), in which case this Agreement shall continue in full force and effect; otherwise this Agreement will terminate on the date the water and sewer service is no longer available through Seacoast. In the event the Seacoast Agreement is terminated pursuant to the terms and conditions thereof, the Association will refund to Customer any Capacity Reservation Fee collected from Customer, except to the extent that Seacoast refuses or fails to refund any Capacity Reservation Fee to the Association which Seacoast collected from the Association to provide service availability to the Property. So long as the Association provides service to the Property by utilizing, in whole or in part, facilities owned by the Association, Seacoast, and/or the County, Customer shall comply with all County, Seacoast and Association rules, regulations and requirements relating to water or water service, including all waste water pre-treatment requirements.

11. Rates – Customer and the Association acknowledge and agree that a portion of the rates to be charged Customer for water and sewer service: (i) are determined by Seacoast pursuant to the Seacoast Agreement; and (ii) Seacoast may establish, amend or revise, from time to time and enforce rates or rates schedules. The Association agrees that the rates to be charged Customer for water and sewer service (inclusive of the portion set by Seacoast) shall be set forth in the Uniform Service Policy, as may be established, amended, revised amended from time to time. In accordance with the Declaration, the Association shall uniformly charge all Park Property owners identical water and sewer service rates as may be in effect at any given time. Any such initial or future increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by the Association from time to time, shall be binding upon Customer; upon any person or other entity holding by, through or under Customer; and upon any user or consumer of the water and sewer services provided to the Property by the Association. Commencing upon the date the Association installs the temporary water meter to the Property and ending on the date the Meter Facilities are installed, Customer shall only pay the potable water portion of the Monthly Service Charge at the identical rate all Park Property owners are paying, as may be in effect at such time. Pursuant to the Uniform Service Policy, Monthly Services Charges for water and sewer service are billed monthly, dated the first day of each calendar month and due on or before the last day of such calendar month (the "**Monthly Invoice**"). If payment is not received on or before the due date, the Association shall provide Customer with written notice (in accordance with Section 13 hereof) of late/overdue payments (the "**Late Payment Notice**"). All late payments shall become subject to a 1.5% monthly finance charge. Customer shall have thirty (30) days from the date of the Late Payment Notice to cure such non-payment (inclusive of the finance charge). The Association shall have the right to disconnect service in the event late payments and applicable finance charges are not received within sixty (60) days of the date of the Monthly Invoice.

12. Binding Effect of Agreement - This Agreement shall be binding upon and shall inure to the benefit of Customer, the Association and their respective assigns and successors by merger, consolidation, conveyance or otherwise, subject to the terms and conditions of this Agreement. Customer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Customer to Third Parties, except in the case of a bona fide sale of Customer's Property, or other valid transfer or assignment of Property, including, without limitation, the transfer or assignment of the Property as a result of a judicial proceeding such as mortgage foreclosure or sale, and assignment for the purposes of obtaining financing. In any such case, the Customer shall provide a Notice or evidence of such assignment, or partial assignment as the case may be, to the Association. The Association shall have the right to assign its rights and obligations contained herein without the consent of Customer.

13. Notice - Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by email and: (i) reputable messenger, (ii) certified mail, or (iii) overnight delivery to:

to Customer, at:

Attn. _____

Tel : _____
Email: _____

With a copy to:

Attn. _____

Tel : _____

Email: _____

and to POA, at:

PALM BEACH PARK OF COMMERCE ASSOCIATION, INC.

15132 Park of Commerce Blvd. #101

Jupiter, FL 33478

Tel: (561) 625-8027

Email: Jeanne.Murphy@CBRE.com

14. Laws of Florida - Regardless of where executed, this Agreement shall be governed by the laws of the State of Florida. Notwithstanding contrary principles of conflicts of law, if any, and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authorities, if applicable.

15. Headings and Plural Terms- The headings preceding the text of the paragraphs of this Agreement are for purposes of convenience only and are not to be used in the interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.

16. Legal Costs and Attorney's Fees - In the event any party hereto seeks to enforce this Agreement or should any action be initiated arising from or relating to this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs incurred prior to any lawsuit or arbitration being initiated, during litigation and/or appeal.

17. Force Majeure - In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of such party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, any and all governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation by governmental entities having jurisdiction over the operation of the Association or otherwise having valid legal jurisdiction, excluding any acts or rules or regulations adopted by the Association, or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, or other cause beyond the Association's control, then such party shall not be liable for such non-performance.

18. Indemnification – Customer acknowledges that pursuant to the Seacoast Agreement, the Association is obligated to indemnify and hold Seacoast harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which Seacoast may become subject by reason of or arising out of the Association's breach or non-performance of the Seacoast Agreement. Accordingly, Customer agrees to indemnify and hold the Association harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which the Association may become subject by reason of or arising out of Customer's breach or non-performance of this Agreement. This indemnification provision shall survive the actual connection to the Association's water and wastewater system.

19. Seacoast Authority/Requirements. The Seacoast Agreement requires that the Association incorporate into all water and wastewater agreements with owners of Park Property the following provisions. Therefore, and notwithstanding any provision to the contrary contained herein, Customer specifically acknowledges and agrees:

- a. Association and Seacoast shall have the right to inspect the Property in order to determine the use or uses, and the intensity of uses(s) of the Property, as well as the demand which such uses places on the water and sewer facilities;
- b. Association and Seacoast shall have the right to inspect the water and sewer facilities located on or under the Property (and/or the On-Site Facilities) in order (i) to determine the capability, suitability, performance and condition of the water and sewer facilities and (ii) to ensure continued compatibility with the services and facilities being provided by the Association and Seacoast, and to require improvement, expansion, modification, repair, maintenance or replacement if reasonably determined by the Association or Seacoast;
- c. Association and Seacoast shall have the right to sample, or to participate in sampling of, the effluent generated by any Association sewer customer in order to determine compliance with all applicable pre-treatment requirements;
- d. Association and Seacoast shall have the right to inspect individual meter settings and sewer connections for the Property prior to connection to the Association system and shall have the right of prior approval of all such connections, together with the right to require reasonable modifications or improvements thereto;
- e. Notwithstanding any provision to the contrary herein, Association and Seacoast shall have the right, but not the obligation, without notice to Customer, to conduct emergency repairs on the On-Site System or water and sewer facilities on the Property, regardless of ownership of the facilities;
- f. Association and Seacoast shall have the right of ingress and egress over the Property;
- g. That the customer shall strictly comply with Seacoast's prevailing Service Code and Uniform Service Policy, as either may be amended from time to time, all directives from the Association and Seacoast's governing board, and, for so long as the Association and Seacoast provide service to the Park Property by utilizing, in whole or in part, facilities owned by the County, Seacoast and the Association rules, regulations and requirements

relating to water or sewer service, including all waste water pre-treatment requirements; and

- h. The Association shall have the right and, if reasonably required by Seacoast, the obligation, to discontinue service to Customer in the event Customer violates the terms of this Agreement after five (5) days' notice.

The Association shall use all reasonable efforts to provide Customer with at least twenty-four (24) hours advance notice prior to exercising its rights as set forth above. Customer acknowledges and agrees that neither Seacoast nor the County is required to give Customer prior notice before exercising any of their respective rights, in accordance with the County Agreement and Seacoast Agreement. This provision shall be binding on the successors and assigns of the Customer.

20. Default. In the event Customer breaches any of the terms of this Agreement, then, in addition to any remedies provided by law, the Association shall be entitled to discontinue water and sewer service to the Property upon giving thirty (30) days written notice (subject to Section 19(h) above). In the event Customer is the cause of the Association's breach or threatened breach of the Seacoast Agreement, the Association shall have the right to take such action as is necessary in order to stop or cure the offending behavior including, but not limited to, discontinuation of service to Customer. In the event of any breach by the Association of any term of this Agreement, including but not limited to, failing to provide service, Customer shall be entitled to all remedies to it by law or in equity; provided, however, that the Association shall in no event be liable for consequential damages or lost profits, nor shall the Association be liable for damages associated with periodic interruptions in service resulting from or associated with equipment failure, repair or maintenance activities, provided that the Association diligently remedies such service interruptions.

MISCELLANEOUS PROVISIONS

21. Recordation of Agreement. Upon full execution of this Agreement by Customer and the Association, this Agreement shall not be recorded. Rather, the parties hereto shall execute and the Association shall cause a Memorandum of Agreement, in a form set forth in the Uniform Service Policy, to be recorded with the Clerk of the Circuit Court of Palm Beach County.

22. Survival. The rights, privileges, obligations and covenants of Customer and the Association shall survive the completion of the On-Site System and Off-Site Improvements to be completed by Customer hereunder.

23. Prior Agreements. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Customer and the Association, made with respect to the matters herein contained, and when duly executed, fully constitutes the agreement between Customer and POA.

24. No Oral Amendment. The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.

25. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the unenforceable provision must be construed as nearly as possible to reflect the original intent of the parties, the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

26. Authority. Customer represents and warrants to the Association that it has the sole right, power and exclusive authority to enter into, execute and perform under this Agreement and such actions do not violate any other agreement. Each signatory to this Agreement hereby represents and warrants that: (a) he/she is authorized, empowered and have the capacity to sign this Agreement and to bind their agents, successors, representatives, heirs and assigns, as the case may be, to the terms of this Agreement and to receive the consideration specified herein; (b) he/she has not executed this Agreement in reliance on any representation, inducement, promise, agreement, or warranty that is not contained in this Agreement; and (c) he/she fully reviewed this Agreement, fully understands the terms of this Agreement and has entered into this Agreement voluntarily without any coercion or duress on the part of any person or entity and was given adequate time to consider all implications of this Agreement prior to entering into it.

27. In the event that Customer does not move forward with development of the Property or development on any parcel of the Property if the Property consists of multiple parcels, within twelve (12) months from the date of this Agreement, this Agreement shall become null and void. The Association shall not be required to return any fees or charges previously paid to the Association unless otherwise provided for and only to the extent as provided for herein.

28. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

29. Exhibits mentioned herein have been signed or initialed by the duly authorized officers, agents or attorneys of the parties hereto and are hereby incorporated herein by reference and made a part hereof as fully as if set forth herein.

30. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld, conditioned or delayed unless otherwise specifically set forth herein.

31. The submission of this Agreement for examination by Customer does not constitute an offer, but becomes effective only upon execution thereof by the Association.

32. It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

33. The Association's failure to insist upon strict compliance of any of the terms, covenants or conditions herein shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

34. This Agreement is binding on the successors and assigns of the parties hereto.

35. Except as otherwise provided for herein, there shall be no liability whatsoever on the Association for failure to deliver water and/or wastewater service to Customer according to Customer's needs or schedules. This Agreement constitutes a promise of good faith and not a timetable for delivery of utility services.

36. Each party hereby agrees to grant such further assurances and provide such additional documents as may be reasonably required, each by the other, in order to carry out the terms, conditions and comply with the express intention of this Agreement.

[signatures on following pages]

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

WITNESSES:

**PALM BEACH PARK OF COMMERCE
ASSOCIATION, INC.**

By: _____
Name/Title: Jeb Brees, President

CUSTOMER:

a _____ corporation

By: _____
Name/Title: _____

For the Association

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by Jeb Brees, President of PALM BEACH PARK OF COMMERCE ASSOCIATION, INC., who is personally known to me and who did not take an oath.

Notary Signature

Print Name
Notary Public - State of Florida
Commission No.
My Commission Expires:

For CUSTOMER:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____ of _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

Notary Signature

Print Name
Notary Public - State of _____
Commission No.
My Commission Expires:

MORTGAGEE JOINDER (for Customer, if applicable)

_____ By: _____

For MORTGAGEE JOINDER (for Customer):

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by _____ of _____ who is personally known to me or who has
produced _____ as identification and who did ____ take an oath.

[Notary Seal]

Notary Signature

Print Name

EXHIBIT "A"
PROPERTY DESCRIPTION

Initials:

Association

Customer

EXHIBIT "B"

ON-SITE SYSTEM AND OFF-SITE IMPROVEMENTS PLANS

The Customer shall provide, install and construct for the Association all pipe, services, mains and appurtenances thereto in accordance with the Association's standards and specifications as indicated on the plans drawn by _____, being Job no. _____, last dated _____ and Plans _____, being Job no. _____.

Said plans may be subject to revisions prior to final approval by the Association.

Water:

The point of delivery for this Project's water distribution system is up to and not past the Property line.

Wastewater:

The point of collection (delivery) for this Project's sanitary sewer system is up to and not past the Property line.

Initials:

Association

Customer

Exhibit "C"
Equivalent Residential Connections Reserved and Capacity Reservation Fees

Customer agrees to pay the Association the following Capacity Reservation Fees to induce the Association to reserve the following main capacities for Customer's proposed connection of the On-Site System within the Property to the Association's water and wastewater systems. Customer understands that such capacities are only reserved upon payment of charges by Customer to the Association. Said charges to be paid by Customer are those which are set forth in the Association's Uniform Service Policy, pursuant to the Seacoast Agreement. These charges may be changed from time to time by Seacoast, and therefore, such charges shall change in accordance with the order of the Association's Board of Directors. In the event the Property use exceeds ERC's listed below, Customer, its successors, and assigns agree to pay all prevailing POA rates, fees, and charges associated with such overage. In order to facilitate the processing of zoning, PUD, and land use, or other required approvals, Customer is required to submit one year's capacity reservation charges in advance to the Association. The Capacity Reservation Fees are due the Association prior to release of allocation/concurrency letter to Customer to submit with Customer's application for building permits.

Allocation

OFFICE PORTION

sf X = GALS/DAY ÷ 275 = ERC'S

WAREHOUSE

sf X = GALS/DAY ÷ 275 = _____ ERC'S

TOTAL ERC'S _____ ERC'S

WATER FEES DUE

ERC'S X GALS/DAY @ /GAL = \$ WATER

ERC'S X GALS/DAY @ /GAL = \$ SEWER

TOTAL CAPACITY RESERVE FEE DUE

Future Capacity (TBD and agreed upon at a future date but not after the permanent water meter connection). 275 Gallons Per Day = 1 ERC for both water and sewer.

Water:

_____ Gallons per day ÷ 275 = _____ ERC's

Sewer:

_____ Gallons per day ÷ 275 = _____ ERC's

Capacity Reservation Fees

Water:

ERC's X 350gpd @ current contract rate = \$ _____

Sewer:

ERC's X 250gpd @ current contract rate = \$ _____

Total water and sewer Capacity Fees due = \$ _____

Initials:

_____ _____
 Association Customer

Exhibit "D"

CONNECTION CHARGES

Connection Charges are defined in the Uniform Service Policy and calculated as set forth below. The Connection Charges may be used by the Association for payment of, without limitation to; (i) debt service; (ii) repairs and maintenance; (iii) reserves; (iv) acquisition, improvement or construction costs; and (v) all other related costs for the Association's water and wastewater treatment system and master water distribution and sewerage collection facilities.

This project consists of a _____ sf building (_____ office/ _____ warehouse) to be constructed in one phase(s). The following payment schedule outlines the charges to be paid at this time for connection to the Association's water and wastewater system.

PAYMENT SCHEDULE

The following formula was used to determine Customer's share of plant and main capacity:

<u>Customer Category</u>	<u>Total ERC's</u>	<u>Charge Per ERC</u>	<u>Total Charges</u>
Meter Size:			
Water		\$	\$
Sewer		\$	\$
<u>Subtotal – " meter</u>			\$
Meter Size: __"			
Water		\$	\$
Sewer		\$	\$
<u>Subtotal – 2" meter</u>			\$
Total Connection Charge due both meters			\$ _____
Temporary Connection:			\$ <u>2,800.00</u>
Total:			\$ _____

This fee is to be paid as follows:

Temporary Connection charges
paid at the time of signing this Agreement = \$ 2,800.00

The first 50 percent of the regular Connection
charges paid at time of signing this Agreement = \$ _____ = \$

The remaining 50 percent Connection
charge paid when permanent meter is requested = \$ _____ = \$

Initials:

 Association Customer

Instrument Prepared By and Return to:
Palm Beach Park of Commerce
Association, Inc.
15132 Park of Commerce Blvd. #101
Jupiter, FL 33478

MEMORANDUM OF WATER SUPPLY AGREEMENT

This MEMORANDUM OF WATER SUPPLY AGREEMENT ("Memorandum") is made as of the ___ day of _____, 201___, by _____, a _____ corporation, ("Customer"), and **PALM BEACH PARK OF COMMERCE ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Association").

BACKGROUND

A. Customer owns lands located in Palm Beach County, Florida, and described in **Exhibit "A"**, attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property".

B. Pursuant to and in accordance with the terms and conditions of that certain Interlocal Agreement by and between Palm Beach County, a political subdivision of the State of Florida (the "**County**") and Seacoast Utility Authority, a separate legal public entity pursuant to the provisions of Chapter 163, Florida Statutes, its successor and or/assigns ("**Seacoast**"), dated April 18, 2006, and recorded in Official Records Book 20252, Page 259 in the Public Records for Palm Beach County, Florida, as may be amended from time to time (the "**County Agreement**"); Seacoast has the sole and exclusive authority and right to provide water and sewer services to all the real property located within Seacoast's service area, as defined therein (the "**Seacoast Service Area**");

C. The Property lies within the boundaries of the Seacoast Service Area;

D. Pursuant to and in accordance with the terms and conditions of that certain Water and Sewer Service Agreement by an between Seacoast and the Association, dated June 7, 2007, as may be amended from time to time (the "**Seacoast Agreement**"), and in accordance with Seacoast's prevailing Service Code, the Association has the sole and exclusive authority and right to provide water and sewer services to all the real property (existing and any additional real property subsequently added thereto) as are now or hereafter made subject to the Restated Declaration of Protective Covenants, Conditions and Restrictions for PALM BEACH PARK OF COMMERCE, dated September 22, 2003 and recorded in Official records Book 15898, Page 0890, in the Public Records of Palm Beach County, as amended, and as further amended from time to time (the "**Declaration**"), including without limitation, the Property (all real property now or hereinafter made subject to the Declaration shall be collectively referred to herein as the "**Park Property**");

E. Customer and Association entered into that certain Water Supply Agreement with an effective date of _____, 201__, ("Agreement") wherein the Association agreed to provide water and sewer service to Customer's Property in accordance with the terms, provisions and conditions therein.

NOW, THEREFORE, in consideration of the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and after being duly sworn, Customer hereby provides actual and constructive notice to all persons whomsoever of the following:

1. Customer has agreed to construct certain on-site water distribution and sewage collection systems on, over, through and under the Property and certain off-site improvements (as more particularly described in the Agreement) to connect to the Association water and wastewater system. Customer further agreed to make payment of certain fees and charges to the Association in accordance with the Association's Uniform Service Policy as it may be amended from time to time.

2. Customer hereby grants the Association, its agents and/or representatives, including without limitation, Seacoast and the County, a non-exclusive easement on, over, through and under the Property for necessary access and ingress and egress to inspect, sample, repair, maintain and operate the water and wastewater system and enforce their rights set forth under the County Agreement, Seacoast Agreement and Agreement, respectively.

3. The Agreement and this Memorandum are binding upon Customer and its respective assigns and successors by merger, consolidation, conveyance or otherwise. In the event of a conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall control. The rights and obligations of any assigns and successors of Customer can be determined by a review of the complete Agreement, a copy of which can be obtained at the address of POA as listed below:

PALM BEACH PARK OF COMMERCE ASSOCIATION, INC.
15132 Park of Commerce Blvd. #101
Jupiter, FL 33478
Tel: (561) 625-8027

(Signature Page to Follow)

IN WITNESS WHEREOF, this Memorandum of Water Supply Agreement was executed this ____ day of _____, 201__.

The "Association"

Signed, sealed and delivered
in the presence of:

**Palm Beach Park of Commerce
Association, Inc.**, a Florida corporation
Not-for-profit

Print Name: _____

By: _____
Jon E. Brees, President

Print Name: _____

Attest: _____
_____, _____
Name Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201__,
by Jon E. Brees as President and _____ as _____ of Palm Beach Park of Commerce
Association, Inc. They are both personally known to me and did not take an oath.

Notary Signature

Print Name
Notary Public - State of _____
Commission No.
My Commission Expires:

“CUSTOMER”:

Print Name: _____

_____ a _____

Print Name: _____

By: _____
Name, Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201____,
by _____ of _____. He / She [] is personally known to me or [] has
produced _____ as identification and he did ____ take an oath.

Notary Signature

Print Name
Notary Public - State of _____
Commission No.
My Commission Expires:

PROPERTY DESCRIPTION

Initials:

Association

Customer

4846-8851-4374, v. 1

APPLICATION FOR WATER AND / OR SEWER SERVICE BY
INDIVIDUAL / BUSINESS / ASSOCIATION / ORGANIZATION



**Palm Beach
Park of Commerce**

PALM BEACH PARK OF COMMERCE ASSOCIATION, INC.

15132 Park of Commerce Blvd. Suite 101
Jupiter, Florida 33478
Phone (561) 625-8027

Date Service Requested _____

Date Service to begin _____

"NON-RESIDENTIAL"

Services not otherwise specifically described as a single family or multi family, except single and multi family irrigation. Such service includes, but is not limited to, separately metered irrigation, commercial, industrial, guardhouse, boat slip, pool, recreation center, utility room, and water cooled air conditioning.

NON-RESIDENTIAL: _____ COMM _____ IRR _____ UTIL ROOM

OTHER: _____

PLEASE READ AND FILL OUT the form below showing us exactly the name on the account. Be sure and provide the service address and a mailing address if you wish your bill sent to you at an address other than the service location. The following information and your signature is needed to establish an account with Palm Beach Park of Commerce Association, Inc.

PLEASE TYPE OR PRINT:

Name of Landowner:

Service Address: _____

Mailing Address: _____

Details for Landowner (Corporation/Association, Officers, Partners, or Individuals):

President/Owner _____

Bus. Phone _____

Vice President/Co-Owner _____

Bus. Phone _____

Secretary/Treasurer _____

Bus. Phone _____

Corporate Charter No. _____

Fax Number _____

Owner's Social Security # _____ Driver's License _____ DOB _____

Emergency Contact (NOT AT SERVICE ADDRESS):

Name _____

Title _____

Address _____

Relationship _____

Phone _____

The undersigned acknowledges that service will be provided subject to strict adherence to Palm Beach Park of Commerce Association's Service Code and may be interrupted pursuant to any violation thereof. Undersigned also agrees to receive and pay for water and/or sewage disposal service in accordance with the rates, rules and regulations of Palm Beach Park of Commerce Association, Inc., per separate Water Supply Agreement, until this service is formally discontinued.

Customer's Signature

Date

..... **FOR OFFICE USE ONLY**

Account No. _____ opened

Rep _____

PROPERTY QUESTIONNAIRE

FILL IN ALL LINES THAT ARE APPLICABLE, CHECK APPROPRIATE BOXES

1. Project Name (if known at this time):

New Project Existing Building/Structure

2. Project Location (Use street names or distances from nearest major roadways):

3. Municipality (list County if in unincorporated area):

4. Current owner of property:

Property Control Number:

5. Business identity:

6. Project Engineer/Architect (if known)

Address: _____

Phone: _____ Fax: _____ Email: _____

7. Relationship of petitioner to property owner -- please check where appropriate.

Title Holder Representative of Owner Realtor Developer

Other _____

8. Written response is requested for:

Capacity Availability Water / Sewer main locations Fees

Capacity Reservation Other _____

Payment of the capacity reservation fee is required prior to receiving capacity reservation letter.

9. Complete this section to serve as the basis for our fee response. If information provided is incorrect, fees quoted will be incorrect. Fees paid will be those in effect at the time of remittance and execution of Water Supply Agreement:

Type of development planned (if mixed use, indicate all uses):

A. Restaurant -

Dining (# of seats) _____

Bar & Cocktail Lounge (# of seats) _____

Drive In/Carry Out (gross square feet) _____

Institutions (# of meals / # of seats) _____

B. Doctor or Dentist (# of practitioners) _____ (# of employees) _____

C. Shopping Centers / Retail Stores / Service Businesses without food or laundry
(gross square feet) _____

D. Schools, Day Care Centers or Nurseries (# of students, faculty, and staff) _____

E. Office Building (gross square feet) _____

F. Irrigation (gross square feet) _____

G. Air Conditioning Water Cooling Towers (rating in tons) _____

H. Other (please include detailed use and project size, i.e. # of beds, square feet,
of students, etc., and type of business) _____

10. Date you are anticipating start of project _____

11. Will project be phased? Yes No

If phased, how many are anticipated and dates of each phase:

12. COMPLETE THIS SECTION TO SERVE AS THE BASIS FOR A WATER SUPPLY AGREEMENT.

A. Entity under which Water Supply Agreement will be drawn up:

B. Person authorized to execute Water Supply Agreement

Name: _____ Title: _____

Address To Mail Water Supply Agreement: _____

Phone: _____ Fax: _____

13. Provide information to whom all correspondence, etc. concerning this project should be sent.

Name: _____ Organization: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

ALL REQUESTS SUBMITTED MUST CONTAIN COMPLETED PROPERTY QUESTIONNAIRE, CURRENT SURVEY AND AUTHORIZATION LETTER FROM FEE SIMPLE TITLE HOLDER, IF APPLICABLE.

DO NOT begin civil engineering work until a preliminary engineering meeting is held with POA representative.

After the above information is reviewed, you will be contacted if further information is needed to complete your request.

I hereby affirm that I am either the property owner or the authorized agent of the property owner and that the information provided herein is true and correct to the best of my knowledge and belief.

Date: _____

Applicant's Signature

STATE OF _____
COUNTY OF _____

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

Notary Public, State of _____

Notary Seal

Name of Notary Printed, Stamped or Typed

PALM BEACH PARK OF COMMERCE

**UTILITY SERVICES
APPLICATION FOR METER INSTALLATION (PART I)**

Account # _____

Cust. Number _____

S/O # _____

Written By: _____

Assigned to: _____

Written Date: _____

Scheduled Date: _____

Deposit Receipt #: _____

Deposit Amt. \$ _____

Meter Charge Amt. \$ _____

Temporary Connection\$ 2,800.00 Water

Conn. Charge Amt. \$ _____

Sewer Conn. Charge Amt. \$ _____

Backflow Charge Amt. \$ _____

Total Charges \$ _____

The undersigned acknowledges that service is provided subject to strict adherence to POA's Uniform Service Policy and may be interrupted pursuant to any violation thereof.

Signed: _____
Land Owner

Date: _____

Phone: _____

**Customer Service: 561-625-8027 (9:00 AM - 4:30 PM),
15132 Park of Commerce Blvd. #101, Jupiter, FL 33478**

Field Notes: _____

New Temporary Meter # _____

New Temporary Meter Set (Date): _____

New Reading _____

Completed By: _____

New Backflow: _____ Size: _____

Date: _____ Time: _____

Meter Size

¾ inch

1 inch

2 inch

3 inch

4 inch

6 inch

8 inch

10 inch

Other: _____

Connections

1. Toilets _____

2. Baths _____

3. Sinks _____

4. Showers _____

5. Drains _____

6. Other _____

**UTILITY SERVICES
APPLICATION FOR METER INSTALLATION (PART II)**

Account -
Cust. Number -

S/O#

PLEASE HOLD ON TO THIS PAGE UNTIL YOUR PERMANENT WATER METER HAS BEEN INSTALLED AND RETURN WHEN COMPLETELY FILLED OUT.

New Permanent Meter # _____

New Permanent Meter Set (Date): _____

New Reading _____ Completed By: _____

New Backflow: _____ Size: _____ Date: _____ Time: _____

Meter Size

<input type="checkbox"/> ¾ inch	<input type="checkbox"/> 3 inch	<input type="checkbox"/> 8 inch
<input type="checkbox"/> 1 inch	<input type="checkbox"/> 4 inch	<input type="checkbox"/> 10 inch
<input type="checkbox"/> 2 inch	<input type="checkbox"/> 6 inch	<input type="checkbox"/> Other: _____

Connections

1. Toilets _____	3. Sinks _____	5. Drains _____
2. Baths _____	4. Showers _____	6. Other _____

Fire Line Size

<input type="checkbox"/> 2 inch	<input type="checkbox"/> 6 inch	<input type="checkbox"/> 12 inch
<input type="checkbox"/> 3 inch	<input type="checkbox"/> 8 inch	<input type="checkbox"/> Other: _____
<input type="checkbox"/> 4 inch	<input type="checkbox"/> 10 inch	

The undersigned acknowledges that service is provided subject to strict adherence to POA's Uniform Service Policy and may be interrupted pursuant to any violation thereof.

Signed: _____
Land Owner

Date: _____
Phone: _____

1. What type of business does this facility conduct (Please circle all that apply)?
- a. Abrasive, asbestos, miscellaneous nonmetallic mineral products – stone, glass, clay, concrete, etc.
 - b. Fiberglass boat /spa – manufacturing and/or repairs
 - c. Chemical products (miscellaneous) – pesticides, herbicides
 - d. Soaps/cleaners manufacturing
 - e. Metal finishing, electroplating, circuit board manufacturing
 - f. Food processor, restaurant, grocery store, hotel/motel, school, day care, dairy products
 - g. Grease, fats, oils – processing/recycling
 - h. Hospitals, laboratories
 - i. Electronics, electrical equipment
 - j. Fertilizers
 - k. Pharmaceuticals, vitamins
 - l. Laundering operations
 - m. Metal working, machine shop, casting, molding
 - n. Metal fabrication – structural products
 - o. Ophthalmic goods
 - p. Photo finishing
 - q. Printing, publishing, inks, dyes
 - r. Hair salons, pet grooming, kennels
 - s. Rubber and plastic products, injection molding
 - t. Manufacturing industries miscellaneous
 - u. Automotive service, repairs, car wash
 - v. Paints, varnishes, lacquers, enamels
 - w. Battery manufacture
 - x. Metal forming – non-ferrous
 - y. Other categories not specified here _____
-

2. Please describe your business (attach a separate sheet if necessary).

3. Will hazardous waste (per 40CFR 261) be generated? _____ (Y/N)

Will non-hazardous substances be generated? _____ (Y/N)

a. If yes, what? _____

b. Where is it stored? _____

c. Where is it disposed of? _____

d. Who disposes of it? _____

4. Do you currently have an analysis or expected composition of the hazardous or nonhazardous substance(s) available? _____ (Y/N). If yes, please provide.

5. Days of operation and number of employees per shift:

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1 st shift							
2 nd shift							
3 rd shift							

6. Are there seasonal variations of activities expected at this facility? _____ (Y/N)

a. If yes, please describe: _____

7. Anticipated start date of first discharge: _____

8. Anticipated volume (gal.) of discharge per day: _____

9. Will this facility discharge any wastewater other than from the restrooms to the public wastewater collection system? _____ (Y/N)

a. If yes, please indicate the source(s) of the wastewater:

_____ Cooling water, non-contact

_____ Cooling water, contact

_____ Boiler/tower blow down

_____ Pollution control unit/pretreatment system

_____ Process (specify): _____

_____ Other (specify): _____

**PALM BEACH PARK OF COMMERCE
ASSOCIATION, INC.**

**WASTEWATER PRETREATMENT
RULES AND REGULATIONS**

WASTEWATER PRETREATMENT RULES AND REGULATIONS

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SECTION I – GENERAL PROVISIONS

1.1 Applicability

This Wastewater Pretreatment Rules and Regulations (the “Wastewater Rules and Regulations”) shall be applicable to all Users¹ of the Wastewater System and shall be liberally construed to effectuate the purposes set forth herein.

1.2 Purposes and Objectives

Palm Beach Park of Commerce Association, Inc. (the “Association”) has the sole and exclusive right to provide water and sewer services to the Property and each Lot therein, and to the occupants of any improvements constructed thereon. In furtherance of that certain Water and Sewer Agreement, by and between the Association and SUA, the Association hereby creates this Wastewater Rules and Regulations. This Wastewater Rules and Regulations, among other things, sets forth the rules, regulations and enforcement provisions relating to the Wastewater System.

1.3 Adoption of Palm Beach County Ordinance

The Association hereby adopts by reference, and makes a part hereof, Palm Beach County Ord. No. 96-3, Art. IV, §§27-61—27-80, adopted January 23, 1996, in its entirety, as it now exists and may be amended from time to time (“the Palm Beach County Ordinance”). Users shall be subject to and shall comply with all the provisions of the Palm Beach County Ordinance, in addition to all other applicable local, state and federal rules and regulations as they pertain to the Pretreatment of water, including the Federal Water Pollution Control Act, also known as the Clean Water Act (33 U.S.C. 1251), the State of Florida Department of Environmental Protection’s Pretreatment requirements (Rule 62-625, F.A.C.), and General Pretreatment Regulations (40 C.F.R., Part 403), as amended from time to time. The Association shall make a copy of the Palm Beach county Ordinance available upon request.

1.4 User Liability

In the event that a User violates any provisions of the Palm Beach County Ordinance, or any other Pretreatment Standard or Requirement, such User may be liable to the appropriate governmental entity or the Association for any damages resulting from such violation. Any facilities necessary for compliance with the Palm Beach County Ordinance, the Wastewater Rules and Regulations or any other Pretreatment Standard or Requirement shall be provided, operated and maintained at the User’s expense.

1.5 Definitions

The following terms and phrases when used in this Wastewater Rules and Regulations shall have the meaning ascribed to them in this section except where the

¹ Capitalized terms are defined in Section 1.5 below.

context clearly indicates a different meaning. These definitions are not intended to be authoritative and are not intended to be accurate with respect to their technical content or to reflect the usage of expert in various fields. Words used in the present tense shall include the future, and the singular number includes the plural, and the plural the singular.

1. Act or 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. Authorized Representative of the User. For purposes of this Wastewater Rules and Regulations it shall mean:
 - a) If the User is a Corporation: A principal executive officer of at least the level of vice-president, if the User is a corporation.
 - b) If the User is a partnership or proprietorship: a general partner or proprietor, respectively.
 - c) If the User is a Federal, State or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
 - d) The individuals described in paragraphs (a) through (c), above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the Discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Association.
3. Board. The Board of Directors of the Association.
4. Bypass. The intentional diversion of Wastewater streams from any portion of the Pretreatment Facilities.
5. Categorical Pretreatment Standards. Any regulation containing Pollutant Discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Act which applies to a specific category of industrial users and which appears in 40 CFR Chapter 1, Subchapter N, Parts 405-471, as amended.
6. CFR. Code of Federal Regulations.
7. City. The City of West Palm Beach.
8. Constituents. The particles and conditions which exist in Wastewater.

9. County. Palm Beach County, a political subdivision of the State of Florida.
10. DEP. The Florida Department of Environmental Protection.
11. Dilution. Any addition to a Wastewater Discharge for the purpose of, but not limited to, making weaker, less potent, mixing, dispersing, or thinning, so as to alter the physical, chemical or biological properties, other than what is defined as Pretreatment.
12. Discharge. To dispose, deposit, place, emit, unload, release, or cause or allow to be disposed of, deposited, placed, emitted, unloaded, or released.
13. Domestic Waste. Any superfluous solid, liquid, or gaseous material derived principally from the use of sanitary conveniences of residences (including apartments, businesses, structures and improvements); Wastewater produced from a noncommercial or a nonindustrial source.
14. Enforcement. Actions taken by the Association in response to Noncompliance with or violations of this Wastewater Rules and Regulations, Palm Beach County Ordinance or any Pretreatment Standard or Requirement.
15. Environmental Protection Agency (EPA). The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.
16. F.A.C. Florida Administrative Code.
17. Sample. 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.
18. Holding Tank Waste. Waste from holding tanks including, but not limited to vessels, chemical toilets, campers, trailers, Septic Tanks, and vacuum-pump tank trucks.
19. Industrial Wastewater. Wastewater from industrial operations, trade or business activities as distinct from Domestic Waste.
20. Interference. A Discharge which, alone or in conjunction with a Discharge from other sources inhibits or disrupts the Wastewater System, its treatment processes or operations, or its sludge processes, use or disposal.
21. Lot. A portion of the Property which is platted or legally described as a distinct parcel.

22. Medical Waste. Wastes including, but not limited to, isolation wastes, infectious wastes, infectious agents, human blood and blood byproducts, pathological wastes, sharps, body parts, formaldehyde, etiologic agents, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.
23. Noncompliance. A User's failure or refusal to conform to this Wastewater Rules and Regulations, Palm Beach County Ordinance or any other Pretreatment Standard or Requirement.
24. Sludge. Any solid or semisolid waste generated from a County, 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.
25. Owner. The record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property. An Owner shall also mean (i) a condominium association administering a condominium constituting a Lot/Unit as more particularly described in the Association's governing documents, (ii) the holder of a long-term leasehold interest (i.e., one having an initial term in excess of twenty five (25) years) in a Lot, and (iii) any officer, director, partner, principal, employees, agents and representatives of the record owner.
26. Palm Beach County Water Utilities Department Wastewater System (Palm Beach Utilities). All facilities for collecting, pumping, treating, and/or disposing of Wastewater and Wastewater sludge which are owned, operated and controlled by the Board of County Commissioners of Palm Beach County, Florida.
27. Pass-Through. A Discharge which exits the Wastewater System into waters of the state or of the United States in quantities or concentrations which, alone or in conjunction with a Discharge from other sources, is a cause of a violation of any Pretreatment Requirements.
28. Person. Any individual, firm, company, association, society, corporation, partnership, sole proprietorship, association, or any other business entity.
29. Pollutant. Any dredged spoil, solid waste, incinerator residue, Wastewater, garbage, Wastewater sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or Discharge equipment, rock, sand, cellar dirt or industrial, municipal, or agricultural waste discharged into water.
30. Pollution. Man-made or man-induced alteration of the chemical, physical, biological or radiological integrity of water.

31. Pretreatment or Treatment. 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 Wastewater System or the Palm Beach Utilities. The reduction or alteration can be obtained by physical, chemical, or biological processes, or process changes or other means, except as prohibited by Rule 62-625(4)(g)6.
32. Pretreatment Requirements or Requirements. Any substantive or procedural requirement related to Pretreatment imposed on a User, other than Pretreatment Standards.
33. Pretreatment Standards. Prohibited Discharge Standards, Categorical Pretreatment Standards and local limits.
34. Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 2.1 of this Wastewater Rules and Regulations.
35. Property. All existing properties, and additions thereto, as are now or hereafter made subject to the Declaration of Protective Covenants, Conditions and Restrictions for Palm Beach Park of Commerce.
36. Sanitary Sewer. A sewer intended to carry Domestic Waste from residences, commercial buildings, industrial plants and institutions, together with small quantities of ground, storm and surface waters that are not intentionally admitted.
37. Seacoast Utility Authority (SUA). Non-profit governmental regional water and Wastewater utility. Pursuant to that certain June 7, 2007 Water and Sewer Service Agreement, by and between the Association and SUA, SUA is to provide water and sewer service to the Property.
38. Septic Tank. A tank where solid matter or Sewage is disintegrated by bacteria.
39. Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.).
40. Sewer. A pipe or conduit intended to carry Wastewater.
41. Slug. Any Discharge at any flow rate or concentration that could cause a violation of the Prohibited Discharges of this Wastewater Rules and Regulations.
42. Slug load. Any Discharge of water, Wastewater, or Industrial Wastewater in which concentration of any given constituent exceeds, for any period of

duration longer than fifteen (15) minutes, five (5) times the average twenty-four-hour concentration or flow during normal operations.

43. Tenants. Any individual, firm, company, association, corporation, partnership or any other entity occupying any property in any capacity (whether as a tenant, subtenant, assignee, or otherwise) for any purpose and/or length of time.
44. Uniform Policies and Procedures (UPAP) Manual. The codification of the major policies and procedures governing the County water utilities department.
45. Upset. An exceptional incident in which there is unintentional and temporary Noncompliance with Pretreatment Standards because of factors beyond the reasonable control of the User.
46. User. Any Person, including without limitation Owners, Tenants, or any other person occupying the property of the Owner, who contributes, causes or permits the Discharge of Wastewater into the Wastewater System.
47. Wastewater. The spent water of a community, including water carried wastes from residences, commercial buildings, industrial plants and institutions, as well as ground water, surface water and storm water.
48. Wastewater System. The structures, equipment, and processes required to collect, carry away, and treat domestic, industrial, medical, Holding Tank Waste and any other wastes and dispose of the effluent that is currently servicing the Property.

SECTION 2 – GENERAL SEWER USE REQUIREMENTS

2.1 General Prohibitions

No User shall introduce or cause to be introduced into the Wastewater System any Discharge in violation of the Palm Beach County Ordinance, this Wastewater Rules and Regulations or any other National, State, or local Pretreatment Standards or Requirements.

2.2 Protection from Damage

No Person shall break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the Wastewater System or part of the Palm Beach Utilities (the “Destruction of the Wastewater System”). In addition to any other relief provided herein, any Person who commits Destruction of the Wastewater System shall be liable for damages.

2.3 Right to Amend

The Association recognizes that the Palm Beach County Ordinance and all other state and federal statutes referenced therein, may be amended or supplemented from time to time (the "Ordinance Amendments"). Notwithstanding any Ordinance Amendments, the Association reserves the right to amend the provisions of this Wastewater Rules and Regulations as it deems necessary.

SECTION 3 – PRETREATMENT OF WASTEWATER

3.1 Pretreatment Measures

1. The Association shall have all Enforcement rights granted to Palm Beach County and SUA, including without limitation the right to 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, and such other conditions as may be necessary in order for Users to comply with the requirements of the Wastewater Rules and Regulations.
2. In the event that a User has the potential to Discharge flammable substances, the Association shall have the right to require such User to install and maintain an approved combustible gas detection meter. The User shall bear the cost of such installation

3.2 Accidental Discharges

1. General. Each User shall implement procedures to provide protection from accidental Discharge of prohibited materials or other substances regulated by the Palm Beach County Ordinance, the Wastewater Rules and Regulations or any other applicable local, state or federal regulatory statute. Any procedures to provide this protection shall be submitted to the Association for review and shall be approved by the Association. Review and approval of such procedures shall not relieve the User from the responsibility to modify the procedures as necessary to meet the requirements of the Wastewater Rules and Regulations, or any other local or state regulations, as amended from time to time.
2. Notification of accidental Discharge, Upset or Bypass. In the event of an accidental Discharge, Upset or Bypass, it is the responsibility of the User to immediately telephone and notify the Association of the incident. The notification shall include location of Discharge, type of waste, concentration and volume, and corrective actions. Within five (5) days following an accidental Discharge or Slug, the User shall submit to the Association a detailed written report describing the cause of the Discharge and the measures to be taken by the User to prevent similar future occurrences. Said notification of accidental Discharge, Upset or Bypass shall not relieve the User of any expense, loss, damage, or other liability

which may be incurred by said Discharge and may include, but not be limited to, damage to the Wastewater System, fish kills, or any other damage to Person or property. Enforcement action, including but not limited to fines or civil penalties, may be imposed in accordance with the Wastewater Rules and Regulations.

3. No False Reports. Users shall not knowingly falsify tamper with, render inaccurate, or make false statements, representations, certifications of information provided to and/or required by the Association.

SECTION 4- REPORTING REQUIREMENTS

4.1 Sampling

1. In the event that the Association is required to collect Wastewater samples from the User's premises in order to determine whether the User is in compliance with all Pretreatment Standards and Requirements, the User shall pay to the Association a sum equal to the actual cost of testing for each sample tested by the Association.
2. Where monitoring shows a violation, the User must resample and resubmit the results within thirty (30) days of the original sample date and shall bear the costs of such re-sampling.

4.2 Accepted Methods for Testing

All measurements, tests, and analyses of the characteristics of Wastewater to which reference is made in the Wastewater Rules and Regulations shall be determined in accordance with the rules and regulations of the Florida Administrative Code and shall be carried out in accordance with methods specified in Rule 62-160.670, F.A.C.

4.3 Reports of Changed Conditions

Each User must notify the Association of any planned significant changes to the User's operations which might alter the nature, quality, or volume of its Wastewater at least five (5) days before the change.

1. The Association may require the User to submit such information as may be deemed necessary to evaluate the changed condition.
2. The Association may order a user to modify an existing Wastewater Discharge in response to changed conditions or anticipated changed conditions.

4.4 Reports of Potential Problems

In the case of any Discharge, including but not limited to, accidental Discharges, Discharges of a nonroutine, episodic nature, a noncustomary batch Discharge that may

cause potential problems, the User shall follow the reporting Requirements under the Wastewater Rules and Regulations.

4.5 Certification

All reports and other submittals required pursuant to the Wastewater Rules and Regulations shall be signed by the User or the Authorized Representative of the User and shall include the following certification:

“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 upon my inquiry of the person(s) who manage the system, or those person(s) 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.”

4.6 Notice of Violation

If sampling performed by a User indicates a violation, the User must notify the Association within twenty-four (24) hours after becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Association within thirty (30) days of becoming aware of the violation.

SECTION 5 - COMPLIANCE MONITORING

5.1 Right of Entry

The Association and authorized representatives of the County, the City, SUA, DEP and the EPA bearing proper credentials, are empowered to enter upon property from which Wastewater is being discharged for the purposes of inspection, monitoring, sampling, copying of records and ascertain whether the purpose of the Wastewater Rules and Regulations is being met.

5.2 Inspection and Sampling

1. In the event that a particular User has procedures in place which require proper identification and clearance before entry into their premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, personnel from the Association, The County, the City, SUA, DEP or EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.
2. The Association, the County, the City, SUA, DEP or EPA shall have the right to set up or require installation of, on the User's property, devices that

are necessary to conduct sampling, and/or metering of the User's operations.

3. The Association shall have the right to require the User to install monitoring equipment, as necessary. The Wastewater System's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User. All devices used to measure Wastewater flow and quality shall be calibrated periodically to ensure their accuracy.
4. Any temporary or permanent obstruction to safe and easy access to the premises to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the Association and shall not be replaced. The costs of clearing such access shall be borne by the User.
5. Unreasonable delays in allowing authorized personnel access to the User's premises shall be a violation of the Wastewater Rules and Regulations.

5.3 Refusal To Provide Entrance

In addition to all other remedies available to the Association, when a representative of the Association has been refused access to a building, structure, or any part thereof, and there is reasonable cause to believe that there may be a violation of the Wastewater Rules and Regulations, or that there is a need to inspect and/or sample, as part of a routine inspection of the Association or SUA, designed to verify compliance with this Wastewater Rules and Regulations or any other local or federal law or to protect the overall public health, safety and welfare of others, then the Association may seek injunctive relief to compel the specific performance of the Requirement imposed by this Wastewater Rules and Regulations.

SECTION 6 – ENFORCEMENT REMEDIES

6.1 Enforcement

The Association shall order Enforcement of this Wastewater Rules and Regulations and of other local, state and federal regulations as amended from time to time, and coordinate the Enforcement action with other governmental entities where appropriate.

6.2 Immediate Threat to Public Health

In the event that a Discharge by a User is deemed to present or cause an immediate threat or substantial endangerment to the health, safety or welfare of the public, to the environment, or to the operations of the Wastewater System, the Board shall be entitled to take such action as it is necessary and appropriate to immediately

stop the Discharge, including without limitation disconnecting the User's water service and capping or plugging the User's Sewer connection.

6.3 Other Violations

Notwithstanding the provisions as set forth hereinabove, violations that may result in Enforcement action pursuant to this Wastewater Rules and Regulations may include but are not limited to the following:

1. Any violation of a provision of this Wastewater Rules and Regulations or of any applicable provision of other local or state regulations, as amended from time to time.
2. Failure to report and/or truthfully report the Constituents and/or characteristics of Wastewater Discharge and significant changes in processing.
3. Refusing the duly authorized representatives reasonable access to the User's premises in order for the Association, The County, the City, SUA, DEP or EPA to perform inspections, monitoring, sampling, copying of records, or investigations.

6.4 Notice of Violation

When the Board or a person designated by the Board is informed that a User has violated, or continues to violate, any provision of this Wastewater Rules and Regulations or any Pretreatment standard or Requirement, the Board or a person designated by the Board, may serve upon that User a written Notice of Violation (NOV). Within fifteen (15) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the Association. Submission of this plan in no way relieves the User of liability for any violations occurring before or after receipt of the NOV. Nothing in this Section shall limit the authority of the Association to take any action, including emergency actions or any other Enforcement action, without first issuing a NOV.

6.5 Orders of Consent

The Association may enter into documents establishing agreements with any Users responsible for Noncompliance. Such documents will include specific action to be taken by the User to correct the Noncompliance within a time period specified by the document. Such documents shall be judicially enforceable.

6.6 Show Cause Hearing

The Association, through its Board may order a User which has violated, or continues to violate, any provision of this Wastewater Rules and Regulations or any other Pretreatment Standard or Requirement, to appear before the Board and show

cause why the proposed Enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed Enforcement action, the reasons for such action, and a request that the User show cause why the proposed Enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least three (3) days prior to the hearing. Such notice may be served on any Authorized Representative of the User. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

6.7 Compliance Orders

In the event that the Association finds that a User has violated, or continues to violate, any provision of this Wastewater Rules and Regulations or any other Pretreatment Standard or Requirement, the Association may issue an order to the User responsible for the Discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, Sewer service may be discontinued. Compliance orders also may contain other requirements to address the Noncompliance. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

SECTION 7 – JUDICIAL ENFORCEMENT REMEDIES

7.1 Legal and Equitable Relief Due to Noncompliance

In the event that a User violated or continues to violate, any provision of this Wastewater Rules and Regulations or any other Pretreatment Standard or Requirement, the Association may commence an action in law or equity. Without limiting any other remedy that may be available to it, the Association may petition the Circuit Court for The County to issue a temporary or permanent injunction, or both, as may be appropriate under the circumstances, in order to restrain or compel the specific performance of the Requirement imposed by this Wastewater Rules and Regulations on activities of the User. A petition for injunctive relief shall not be a bar or a prerequisite for taking any other action against the User. Any actions which seek legal or equitable relief or any action brought to interpret the provisions of this Wastewater Rules and Regulations shall be brought and maintained only in the State or Federal Courts in Palm Beach County, Florida.

7.2 Indemnification

A User who violates any provision of this Wastewater Rules and Regulations, the Palm Beach County Ordinance, or any other Pretreatment Standard or Requirement shall indemnify and hold the Association harmless for any suits, claims, demands or causes of action brought by or on behalf of SUA, the appropriate governmental entity, or any other person or entity, arising out of or relating to the User's violation.

7.3 Fees

The Association may recover reasonable attorneys' fees, court costs, and other expenses associated with Enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the Association. The Association, pursuant to its governing documents, shall have the authority to make, levy and collect assessments to pay for the costs of all expenses associated with Enforcement activities. Filing a suit for fees incurred shall not be a bar or a prerequisite for taking any other action against a User.

7.4 Remedies Nonexclusive

The remedies provided for in this Wastewater Rules and Regulations are not exclusive. The Board 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 Association's Enforcement response plan, as amended from time to time.

7.5 No Liability on Association

Nothing contained herein shall be construed as imputing liability on the Association as a result of a User's violation of the Palm Beach County Ordinance or any other Pretreatment Standard or Requirement promulgated by local, state and/or federal law.

SECTION 8 – CRIMINAL LIABILITY

A User who violates any provision of this Wastewater Rules and Regulations, the Palm Beach County Ordinance, or any other Pretreatment Standard or Requirement may be subject to criminal liability. Such criminal liability may arise, including without limitation, under the following circumstances:

1. A User who willfully or negligently violates any provision of this Wastewater Rules and Regulations, the Palm Beach County Ordinance, or any other Pretreatment Standard or Requirement may be punished according to applicable state and federal law by the appropriate governmental agency.
2. A User who willfully or negligently introduces any substance into the Wastewater System which causes personal injury or property damage may be punished according to applicable state and federal law by the appropriate governmental agency.
3. A User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other documents filed, or required to be maintained, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device, method or sample required under this provision or other local, state or federal requirement

may be punished by applicable state and federal law by the appropriate governmental agency.

Nothing contained in this Section is intended to be a complete list of all applicable local, state and/or federal law relating to criminal liability.



Palm Beach Park of Commerce

Palm Beach Park of Commerce Association, Inc.

I, _____, do acknowledge receipt of the following documents.

Uniform Service Policy on Water, Wastewater and Fire Protection with the following exhibits.

Exhibit A: Water Supply Agreement
Memorandum of Water Supply Agreement

Exhibit B: Property Questionnaire
Application for Water and/or Sewer Service
Application for Meter Installation

Exhibit C: Wastewater Pre-Treatment Questionnaire
Wastewater Pre-treatment
Rules and Regulations

Acknowledgement:

Signature

Date

Address