



# Water Tariff

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## Document Control Information

### Document Information

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### Document Edit History

<b>Version</b>	<b>Date</b>	<b>Additions/Modifications</b>	<b>Approved By</b>
1.0	2013-Nov-18	Initial Version	HOA Board of Directors
1.1	2017-Jul-17	Irrigation Leak Exemption Added	HOA Board of Directors
1.2	2021-Aug-27	Change Water Utility Company, base rate	Water Committee

## Technical Terms

**Base Charge:** Is the minimum charge to the customer and is separate from the amount billed for water consumption on the utility bills to customers.

**Residential Owner:** Any person, firm or corporation who owns a home in the Park at Wolf Branch Oaks and receives water service from the association/company and who is liable for the payment of that water service.

**Residential Renter:** Any person who rents a home in the Park at Wolf Branch Oaks and receives water service from the association/company who is liable for the payment of the water service.

**Rate Schedule:** The rates of charges for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which services shall be furnished at such rate(s) or charge(s).

## Rules and Regulations

- 1) **Signed Application Required:** Water service is furnished only after a signed application, deposit as listed in the Rate Schedule, and transfer of ownership fee has been paid and accepted by the company. The applicant shall furnish to the company the correct name and street address or lot number at which water service is to be rendered.
- 2) **Withholding of Service:** The Company may withhold or discontinue water service rendered under application by any member or agent of a household unless all prior indebtedness to the company has been settled in full accordance.
- 3) **Bills for water service** will be rendered monthly or as stated in the rate schedule and are due on the 25<sup>th</sup> of the month. If payment is not received by the due date, a late fee will be assessed.
- 4) **Delinquent Bills:** Bills are due when rendered. However, the company shall not consider the customer delinquent in paying until the twenty-first day (21) after the company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the company has provided written notice to the customer.
- 5) **Change of Occupancy:** Notice must be supplied to the water company no later than 5 days prior to the date of change by the outgoing customer (owner or renter). The outgoing customer shall be responsible for all water service on the premise until notice has been given.
- 6) **Temporary Discontinuance of Service:** At any time, a customer may request temporary discontinuance of service in order to ensure that the customer is not billed for any water usage during the period of time in which the premises is not occupied or otherwise utilized (usually for 30 days or more). The customer will, however, be liable for payment of the water base charge during the entire period of time the temporary disconnect remains in effect. The disconnect and reconnect rates will apply.
- 7) **Returned check charge:** If a check is dishonored by the bank and returned due to insufficient/unavailable funds, the customer will have ten (10) days from receipt of that notification to render payment in full via cash, cashier's check, or money order, plus a service charge as listed in the Rate Schedule. If not paid in full within ten (10) days, the holder of the check may file a civil action against the customer for three times the amount of the check; but in no case less than \$50 or more than \$2500, in addition to the payment of the check plus any court cost, reasonable attorney fee, and any bank fees incurred by the payee taking action.

- 8) Payment for Service shall be made payable to Park at Wolf Branch Oaks and mailed to P.O. Box 217 Eustis, FL 32727. All billing and service questions should be directed to RCM Utilities, LLC., at (352) 561-2990 or 352-268-4333.

No customer will shut off the water at the meter connection (at any time). The shutoff valve near the house can be utilized to stop the flow of water into the premises. If a shutoff at the meter is desired, contact RCM Utilities at (352) 561-2990. Failure to do so will hold the homeowner responsible for any damage which might occur to the meter or curb stop. Disconnection and reconnection charges will apply.

## Connection Fee and Miscellaneous Service Charges

**Initial Connection Fee:** This charge shall be levied at a location where service does not exist.

**Connection Fee/Transfer of Ownership Fee:** This charge shall be levied for transfer or service to a new customer account at a previously service location of reconnection.

**Violation Disconnection:** This charge would be levied after disconnection of water of an existing customer after disconnection of service due to delinquency in bill payment.

**Violation Reconnection:** This charge would be levied prior to reconnection of an existing customer after disconnection of service due to delinquency in bill payment.

**Premises Visit Fee:** This charge would be levied when a service representative visits the premises for a purpose of disconnecting service for nonpayment of a due or collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

## Customer Deposits

Before rendering water service, the company shall require a water deposit as listed in the Rate Schedule from each homeowner or renter.

This deposit will **not** be used as payment towards water bills. Any account which is delinquent for 30 days will be subject to a disconnection of water service.

**Additional Deposit:** Under rule 25-30.311(7) Florida Administrative Code, the company may require a new deposit where previously returned or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for one quarterly billing period for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new additional deposit upon the average actual quarterly billing available.

**Interest on Deposit:** No interest shall be paid on deposits. Deposits, however, may be returned in some cases after a given period of time with no late payments (see Refund of Deposits). Some utilities do not refund deposits until after the owner or renter moves or disconnects.

**Refund of Deposit:** (This does not apply to renters.) After a residential owner has established a satisfactory payment record and has had continuous service for a period of 24 months, the Company may refund the customer's deposit provided the customer has not, in the preceding 12 months:

- a) Made more than one (1) late payment of the bill after the expiration of 20 days from the date of mailing or delivery by the company.
- b) Paid with a check refused by the bank.
- c) Been disconnected for non-payment.
- d) Tampered with meter or used service in a fraudulent or unauthorized manner.

The deposit of the residential renter will be refunded when said renter vacates the premises that are being rented and there are no outstanding bills.

Note: the initial connection or transfer of ownership is not a deposit and is not refundable.

## Water Service Rate Schedule for the Park at Wolf Branch Oaks

**Billing Period:** Monthly – Due 25<sup>th</sup> of month

**Base Charge Water:** \$6.00 per month

**Water Charge:** \$1.35 per 1000 gallons for the first 35000 gallons/month  
\$2.70 per 1000 gallons for the next 35000 gallons/month  
\$5.40 per 1000 gallons above 70000 gallons/month

**Minimum Bill:** Base Charge

**Terms of Payment:** Bills are due and payable when rendered and become delinquent on the 25<sup>th</sup> (twenty-fifth) day of the month if not paid. Written notice will be mailed to the customer separate and apart from any other bill. A late fee will be assessed at the time allowing 10 days to pay in full or service may be disconnected at that time. If you do not receive your monthly water bill by the end of the second week of the month it is due, it is your responsibility to contact the billing agency at (352) 561-2990.

### **Miscellaneous Charges:**

Initial Connection Fee Where Service Does Not Exist	\$285.00
Transfer of Ownership	\$40.00
Deposit	\$75.00
Late Fee	\$10.00
Second Late Fee via Certified Letter	\$15.00
Premises Visit Fee	\$30.00
Disconnect – Nonpayment	\$30.00
Reconnect – Nonpayment	\$30.00
Reconnect – Nonpayment after normal business hours	\$85.00
Returned Check Charge	\$28.00
Meter Testing Fee at Customer's Request	\$95.00

*In the event the meter is found to be faulty, the fee will be refunded*

## New Lawn Rate Exemption

A homeowner who installs a new lawn or substantial lawn improvements will receive an exemption from the listed tiered rates for the first 2 billing periods following the installation. Specifically, all water used during this period will be at the existing first tier rate. The actual billing for these periods will be at the tiered rate and must be paid. A refund or credit to customer's account will be issued by the Homeowners Association after the 2 periods have been billed and paid. RCM Utilities has no control over this, and credit cannot be issued on the bill.

In order to receive this exemption and refund, the homeowner must notify the Park at Wolf Branch Oaks HOA in writing at PO Box 981, Sorrento, FL 32776 giving the date and scope of installation (emails will not be accepted). Nothing else is required and the refund or credit will be issued automatically at the completion of the billing periods and all outstanding bills have been paid. The homeowner must also be current in any dues owed to the HOA in order to receive this refund.

## Irrigation Leak Exemption

If an undiscovered irrigation leak causes excess water usage, a homeowner may request an exemption from the listed tiered rates for one month's water usage. Specifically, all water used during the billing period will be at the existing first tier rate. The request must be made within 10 business days of the billing date and will be granted one time per calendar year. Upon approval by the Board of Directors, a refund or credit to customer's account will be issued to the homeowner after the water bill has been paid. RCM Utilities has no control over this, and credit cannot be issued on the bill.

In order to receive this exemption and refund, the homeowner must submit the request to: Park at Wolf Branch Oaks Homeowners Association, PO Box 981 Sorrento, FL 32776 giving the name and address of the lot where the excess usage occurred. Emails will not be accepted. No other information is required, and the refund or credit will be issued automatically at the completion of the billing period and all outstanding bills have been paid. The homeowner must also be current in any dues owed to the HOA in order to receive this refund.

Park at Wolf Branch Oaks  
PO Box 217  
Eustis, FL 32727

Application for Water Service

Date: \_\_\_\_\_ Owner:  Renter:

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

Spouse or Co-Resident Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Business Phone Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State Issued: \_\_\_\_\_

I (we) the undersigned, agree to pay the Water Utility Bill in a prompt manner.  
I (we) agree to abide by the Rules and Regulations of the Park at Wolf Branch Oaks.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please make checks payable to: Park at Wolf Branch Oaks for deposit and/or transfer of ownership and mail to the address above.

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**\*\* For Office Use Only \*\***

Account #: \_\_\_\_\_ Turn on Date: \_\_\_\_\_

Deposit and Transfer Fee Charged:  CSR Initials: \_\_\_\_\_