

SECTION 1
WATER DISTRIBUTION/FISCAL

1.1 CLASSES OF WATER SERVICE AVAILABLE

The County renders water service of several general classes:

A. Residential

This category applies to a single-family dwelling or to each residential unit in a multiple family dwelling building where each unit is metered separately.

B. Multi-Unit

This category applies to all services where one meter serves more than one residential unit.

C. Irrigation

This category applies to all commercial services where one meter is used solely for the purpose of irrigation.

D. Non-Irrigation

This category applies to commercial services where the meter supplies **no** water for green space, landscape, or other irrigation purposes.

E. Commercial

This category applies to all water services not otherwise defined in A. through D. or F. through I. of this section.

F. Water Service for Fire Protection Purposes

This category is intended to provide an emergency supply of water exclusively for fire protection purposes, and the portion of the Customer's installation to which this service is rendered must be in a service or services entirely separate and apart from the Customer's installation for domestic water service. Lee County Utilities does not guarantee fire flows.

G. Short-Term (Temporary) Service

This service is available for short periods of time upon application only, for street, sewer and similar or other types of general construction, circuses, fairs, exhibitions, displays, lunch carts, ships and boats, etc. Short-term service shall

be limited to six months; however, renewal of short-term service may be required at additional six-month intervals.

H. Other Service

This service is available where submetering or separate metering is needed. This service will not be granted unless approved by Lee County Utilities' Director or designee. Submeters are for customers' benefit only. The Department of Lee County Utilities does not maintain, read, or otherwise utilize submeter information for billing purposes.

I. Utility Resale Service

This category applies to services where the customer is a utility in the business of reselling Lee County Utilities' water for profit approved by the Florida Public Service Commission, and has not otherwise entered into an Interlocal agreement with the County.

1.2 REQUESTS FOR SERVICE

A. Domestic Water Service Within The Service Limits of County

1. To obtain domestic water service from a direct tap into an existing distribution main, application should be made at the Lee County Utilities Office. The applicant should make sure that the name of the customer, the street address and legal description of the property to which service is to be rendered are correctly entered upon the contract or agreement for service. When feasible, the applicant should determine whether the property to be served is adjacent to the County's distribution system before making application for service.

A customer first requesting water service for such a property is required to pay a tap-in fee or drop-in fee to defray installation costs and a connection fee based on meter size or type of service. Other fees may also be required. Water Commitment Letters required for building permit purposes will only be issued after all applicable fees are paid. Additional services to the same property may also be obtained upon payment of required fees.

2. To obtain domestic water service for projects not served directly from an existing distribution main and involving construction of developer contributed utility infrastructure, application should be made at the Lee County Utilities (LCU) office. The applicant should make sure that the name of the customer, the street address and legal description of the property to which service is to be rendered are correctly entered upon the contract or agreement for service.

A customer requesting water service for such a property is required to pay a tap-in fee or drop-in fee to defray installation costs and a connection fee based on meter size(s) or type(s) of service. Other fees may also be required.

Such projects are required to pay 50% of the applicable connection fees at the time the County is asked to commit capacity to provide service for the project by signing the FDEP and Health Department permit applications. The remaining 50% is to be paid at the time the constructed assets are contributed to LCU for operations and maintenance. LCU's commitment to provide service is limited to two years unless payment of the remaining 50% for the connection fees is made within this same two year period. If the final 50% is made within five years of the first payment, connection fees for the remaining 50% will be paid at the applicable connection fee rates in effect at the time the first 50% were paid. If the final payment is made five or more years after the date of the first payment, the water and sewer connection fee rates will be the applicable rates in effect at the time of final payment. If the Developer requests an Amendment to the Development Order or a request for additional flow/capacity which results in additional ERU's being served, the additional ERU's connection fee payment will be based on the applicable connection fees in effect at the time of Amendment approval. Letters of Credit, or other forms of sureties will not be acceptable as payment of connection fees.

A refund of up to 90% of the amount paid for connection fees may be made if the customer determines the project is not going to be constructed and commitment for capacity to serve the project is no longer needed. Application for such refund must be made prior to expiration of LCU's commitment to provide service. LCU's ability to resell the previously committed capacity will be considered with other factors in determining if such a refund will be made.

A customer shall have the right to make a full assignment of reserved system capacity or partial assignment of reserved system capacity as obtained by payment of connection fees. Such assignment shall not be made without the written consent of LCU first having been obtained, and such consent shall not be unreasonably withheld. Such assignment shall not be approved by LCU if the proposed assignment shifts the reserved capacity from one treatment plant to another that does not have sufficient capacity to provide the additional service. When only the initial 50% of the applicable connection fees have been paid, assignment of reserved capacity to another party shall in no way extend the initial two-year reservation of capacity.

Customers developing larger projects in phases are encouraged to provide their longer range plans to LCU so that these plans may be considered as

LCU plans to provide for future water system needs. However, when it comes to commitment of capacity, customers developing larger projects are encouraged to phase these projects requesting only system capacities that are likely to be needed within the near future. This practice will help reduce the out-of-pocket connection fee expense and help avoid reaching commitment of total plant capacities earlier than necessary.

3. In cases where a customer tampers with, works on, uncovers, makes connection with, or in any way alters or damages any County main or appurtenance thereto causing the County to remove its service between the meter and the main, an amount equal to the tap-in fee or the actual cost of repair and reconnection, whichever is less, shall be paid, in order to obtain new water service.

B. Meter Requirements

Lee County Utilities shall determine the type(s) of meters installed in the system. Further, Lee County Utilities shall have the right at all times to determine meter sizes when in the County's Utilities opinion the meter size stipulated by the customer is not in the best interest of the system or its customers.

C. Right To Refuse Service

Lee County Utilities shall have the right to refuse water service for any outstanding water and/or sewer statements, fees or other charges until such time as these statements, fees or other charges are paid in full.

D. Large Volume Water Use Agreements

Water service on a volume basis may be obtained by means of cost recovery agreements outlined in contractual agreements with Lee County.

E. Short Term Service

Short term (or temporary) water service will be supplied only when Lee County Utilities has available unsold capacity of mains, pipes, pumps and other equipment for the service requested. Applicants for such temporary service shall pay to Lee County Utilities in advance the cost of installing and removing any facilities necessary to furnish the service. Short-term service will be rendered only to the designated contracting party in accordance with the contract terms.

F. Hardship Program

Lee County Utilities has established a hardship program to assist low income families with water/sewer connection fees by allowing extended payments over

time. Owners must qualify under the current State of Florida HUD Poverty Guidelines.

1.3 CONTINUITY OF SERVICE

Lee County Utilities will at all times use reasonable diligence to provide continuous service, and having used reasonable diligence, will not be liable to the customer for failure or interruption of service. Lee County Utilities will not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns for repairs or adjustments, interference by governmental agencies, failure of electric power, acts of God or other causes beyond its control.

Lee County Utilities notifies the local news media a minimum of 24 hours in advance of any planned shut-off.

1.4 UNAUTHORIZED WORK ON WATER SYSTEM

No person shall tamper with, work on, uncover, make connection with, or in any way alter or damage any Lee County Utilities water main or appurtenance thereto without written permission of Lee County Utilities. The offending person shall pay the total cost of all charges and expenses attributable to such tampering and be subject to all penalties as may be provided by law. Lee County Utilities may discontinue water service upon reasonable notice to the customer for any infraction of this regulation. See also Florida Statutes Chapter 812.14.

1.5 UNAUTHORIZED METER TURN-ON OR WATER USE

No person shall tamper with, work on or in any way alter a meter or meter device in order to gain unauthorized water service. The offending person shall pay an amount equal to the security deposit as required in Section 1.9. The offending person shall also pay the total cost of all charges attributable to such tampering and be subject to all penalties mentioned in 1.9H.

1.6 LIMITATION OF USE

Water service purchased from Lee County Utilities shall be used by the customer only for the purposes specified in the application for service, and the customer shall not sell or otherwise dispose of such service to other parties without the authorization of a formal agreement by Lee County Utilities. Water service furnished to the customer will be rendered directly to the customer through Lee County Utilities' meter and shall be for the customer's own use. This water shall not be remetered by the customer for the purpose of selling or otherwise disposing of water service to leases, tenants or others and under no circumstances shall the customer or the customer's agent or any other individual, association or corporation install a meter for the purpose of so remetering said service without the express approval of the Department Director. Unless approved by Lee County Utilities, no customer shall extend his lines across a street, alley, lane, court, avenue or other highway, or property line without unity of title, or an easement, in order to furnish service for adjacent property through one

meter, even though such adjacent property is owned by him. In case of such unauthorized remetering, sale or disposition of service, the customer's service shall be subject to discontinuance until such unauthorized remetering, sale or disposition has been discontinued or approved by the Department Director and full payment has been made of all bills for service, connection fee(s), and any other applicable fees and charges, calculated under proper classifications and rate schedules and until reimbursement in full has been made to Lee County Utilities for all extra expenses incurred for clerical work, testing and inspections. Where remetering is for profit all proposed remetering installations shall be approved by the Department Director. All remetered service and usage fees shall be limited by agreement and approved by the Department Director.

1.7 CONNECTIONS FOR SERVICE AND METERS; SERVICE CONNECTION AND TAP-IN FEES

A. Service Connection Installation

Lee County Utilities will provide a standard service line and water meter of sufficient size to serve the lot or parcel adjacent to an existing distribution main owned by the County upon advance payment by the customer of service connection and tap-in, or drop in, fees in addition to other current fees as may be applicable. The fees for various meter sizes and classifications are specified in related Ordinances and Resolutions.

At its option Lee County Utilities may install a second 5/8" meter on a 1" service line upon advance payment by the customer of an amount specified in the appropriate fee schedule.

In the event that a service line larger than 2" is necessary to serve the customer with an adequate supply of water, the customer shall provide the County with both lot plans and plumbing plans for a cost estimate. After the cost has been determined, the County will install such adequate service line and meter upon application of the customer and advance payment by them or the total estimated cost of such larger service line and meter.

B. Service Availability From Existing Systems

Water service to any structure upon any given property shall only be rendered from Lee County Utilities owned mains in public rights-of-way or easements abutting said property unless in area of private franchise operated under franchises granted by the County and/or Florida Public Service Commission. The determination as to the availability of service from existing facilities shall be at the sole discretion of Lee County Utilities. Lee County Utilities shall have the right to require extensions of its water mains and other facilities for proper service. The County may also require such permanent legal agreements which

Lee County Utilities deems necessary in order to carry out the intent of this section.

C. Customer's Obligations

1. Customer's Installation

Each customer's installation shall include that part of the service line to be extended by the customer at his expense to a point designated by the County, provided that such designated point is on the property line of the premises adjacent to a public street, avenue, court, lane, etc. The customer's installation shall be extended to the County's meter and curb stop, ordinarily located at the front property line on one corner of the lot.

2. Type and Maintenance

The customer's water pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice, conformable to rules and regulations of the County local plumbing codes and in full compliance with all laws and governmental regulations applicable thereto. The customer expressly agrees to abstain from utilizing any appliance or device which may adversely affect the service, and the County reserves the right to withhold or to discontinue service whether any such apparatus or device is used.

3. Change Of Customer's Installation

No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of Lee County Utilities, shall be made without the written consent of Lee County Utilities. The customer will be liable for any damage resulting from a violation of this rule.

4. Duplication Of Service

Because of duplications of service lines at unnecessary expense, water service and meter locations are to be placed where Lee County Utilities deems necessary. Exceptions may be permitted at the expense of the customer.

5. Backflow Prevention Devices

Any customer, as deemed necessary by Lee County Utilities, shall have appropriate and approved operating backflow prevention device(s) in

accordance with Section 5.6. Customers shall be responsible for the installation and maintenance of backflow prevention devices. Any backflow prevention devices not installed and operating properly shall constitute grounds for immediate water disconnection.

All backflow prevention devices shall be inspected and tested initially and annually by a Department of Lee County Utilities approved Certified Backflow Prevention Device Technician, currently registered with Lee County Utilities. All test results shall be forwarded to the Department of Lee County Utilities in accordance with Section 5.6. For test forms see Section 11.

6. Inspection Of Customer's Installation

All installation for water service or changes therein should be inspected upon completion by competent authority to ensure the piping, equipment and devices have been installed in accordance with accepted standard practice and in compliance with such local rules and building codes as may be in effect. Where inspection is required by governmental rules or ordinances, Lee County Utilities shall discontinue service if the inspecting authority notifies Lee County Utilities that the installation has not been approved.

7. Inspection/Indemnification

Lee County Utilities reserves the right to inspect the customer's installation prior to rendering service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

8. Indemnity To The County

The customer shall indemnify, hold harmless and defend the County from and against any and all liability, proceedings, suits, cost or expenses for loss, damage or injury to persons or property, in any manner directly or indirectly connected with or growing out of the transmission and use of water by the customer at or on the customer's side of the point of delivery.

9. Protection Of County's Property

The customer shall properly protect Lee County Utilities' property on the customer's premises and shall permit no one to have access thereto except Lee County Utilities' agents, designees, or persons authorized by law.

When service lines, meters, mains or other equipment are damaged by contractors, construction companies, governmental agencies or others,

such damage will be repaired by Lee County Utilities and the cost thereof charged to the party or parties causing the damage. In the event of any loss or damage to property of Lee County Utilities caused by or arising out of carelessness, neglect or misuse of the customer, or by unauthorized persons, the cost of making good such loss or repairing such damage shall be paid by the customer.

10. Access To Premises

The duly authorized agents of Lee County Utilities shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining and inspecting, or removing Lee County Utilities' property, reading meters and other purposes incident to performance under or termination of Lee County Utilities' contract with the customer, and in such performance shall not be liable for trespass.

11. Right-of-Way Access

The customer shall grant or cause to be granted to Lee County Utilities and without cost to Lee County Utilities all rights, easements, permits and privileges which in its opinion are necessary for the rendering and maintaining of service.

D. Electrical Currents

Electrical currents are occasionally found to be conducted through waterlines and appurtenances. Such conditions may exist when, (a) the water piping system is being used to ground appliances or electrical equipment (electric ranges, washing machines, switch boxes, etc.); (b) the water piping system is conductive; (c) an "open" neutral exists in an electrical line; or, (d) other causes.

When such hazardous condition is found, Lee County Utilities will give said customer 48 hours notice to identify and correct the problem. If the hazard continues after 48 hours, service shall be subject to immediate disconnection without further notice.

E. Location of Water Meters

The customer shall provide meter easement for use by Lee County Utilities at a suitable and readily accessible location designated by Lee County Utilities, preferably on the property line and near the sidewalk adjacent to his property. In no case shall meters be installed in driveways. When Lee County Utilities considers it advisable, adequate and proper easement for the installation of meters and other similar devices shall be provided by the customer within the premises to be served and at no cost to Lee County Utilities. The customer's

installation shall be brought out by the customer to the designated meter location. Customers and their agents (such as employees, contractors, etc.) are prohibited from placing any obstacles on or about meters, valves, and other equipment which in any way obstructs free access to such equipment.

Water meters shall be installed and kept outside fenced areas in grass or mulch areas only. The owner or occupant of any premises is prohibited from permitting any shrubbery or other obstruction to be or remain situated in such place that it interferes with access by duly authorized employees or agents of Lee County Utilities to said meters for the purpose of reading or repairing the meters or turning the supply of water to said premises on or off and shall be further prohibited from permitting any dog or other animal to interfere with such access. Lee County Utilities reserve the right to discontinue water service to any location where such interference exists.

At locations where a single service tap from the main serves two or more adjacent properties via a double service, it shall be the customer's (or his agent) responsibility to ensure that the customer's service line not be encumbered by such prohibitive obstacles as septic system drain-fields, etc.

Water meter relocation will be completed upon request by customer, and customer shall be charged on a time-and-material basis or the tap in fee for the specific size meter, whichever is greater.

Hydrant Meters, or temporary meters shall be made available for reading on a monthly basis in accordance with the scheduled reading for the area where the meter is in use. The user will be informed of the reading schedule, and read location, when the meter is picked up. If the meter is not available for reading at the scheduled time for the meter reader, at the appropriate location, a re-read fee may be charged for each trip to read the meter. If the meter is not available for reading during the monthly read cycle a usage fee will be estimated, and a lost meter fee may be imposed.

F. Installation Of Meters

Lee County Utilities will install and properly maintain all meters and metering equipment as may be necessary to measure water delivered to the customer after the customer has paid the proper fees. Sub-meters inside the customer's property to measure water not entering a sewer system may be installed by the customer at his own expense, upon approval (see section 1.1.H).

Valves of corresponding line size may be installed on customer's side of meter location, between meter installation and the point(s) of usage. This will provide customer with shut-off protection without services of Lee County Utilities personnel for whatever reason the customer deems necessary and in no way

would this valve installation conflict with the function of the lines leading up to and including the meter.

Ownership of meters and metering equipment shall be, and remain with Lee County Utilities.

G. Meter Tests

No meter will be installed which has an error of more than 2% plus or minus. Whenever a periodic or any other test shows that a meter exceeds these limits, it will be adjusted or replaced.

In the interest of good service, Lee County Utilities will employ every practicable means to maintain the commercial accuracy of its meters. Further, the Department of Lee County Utilities may require a written statement from a certified plumber that the customer has no leaks, cross connections or other cause for high consumption, Lee County Utilities will test the customer's meter. If the meter is found not incorrect by $\pm 2\%$, the expense of the test shall be borne by the customer. If the meter exceeds this limit, the expense of the test shall be borne by Lee County Utilities and billing adjustment for a period not-to-exceed three (3) months will be made. All meters are tested by the manufacturer prior to installation at the customer's premises, and larger meters are tested by Lee County Utilities periodically thereafter.

Upon written request, the Utility shall, without charge, make a field test for accuracy of the water meter, (5/8" to 1"), at the customer's premises provided the meter has not been tested within the past twelve months; however, Premise Visit charges will apply. The charge for testing meters 5/8" to 1" is \$20.00. Charges for all other meter sizes will be based on actual cost utilizing standard rates.

Any meter found to be defective or having ceased to register will be adjusted or changed and Lee County Utilities will estimate the bill for the period either by adopting and using the registration of a correct meter or by a comparison with the amount of usage during the corresponding period of a previous month, months or years' usage, taking into account the capacity of the installation.

In case of damage or any injury to the meter or service on the customer's premises, the supply of water may be discontinued by Lee County Utilities until the necessary repairs have been made and the cost thereof paid by the customer.

H. Connections For Service

Connections to Lee County Utilities' system for any purpose whatsoever are to be made only by its employees or contractors with the full approval of Lee County Utilities. No connection of any description, temporary or otherwise, is

permitted between that portion of the customer's installation for domestic water service and that portion of the customer's installation for fire protection or other purposes.

That portion of the customer's installation for domestic water service shall be so arranged that all domestic water service shall pass through the meter. No temporary pipes, nipples or spacers are permitted except for temporary testing purposes by a person authorized by Lee County Utilities, and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

Any and all physical connections or arrangements of pipes are prohibited between two separate piping systems on the customer's property, one of which contains potable water from Lee County Utilities' water mains and another containing a liquid from any other source such as a private well supply.

Any unauthorized connections shall render the service subject to immediate discontinuance without notice. Service will not be restored until such unauthorized connections have been investigated and until settlement is paid in full for all water service estimated by Lee County Utilities to have been used by reason of such unauthorized connections and as provided in Section 1.10C.

Lee County Utilities shall have access to any and all buildings which have fire line protection, to check for illegal connections.

1.8 BILLING PROCEDURES

This section applies only to customers served directly by water treatment plants operated by Lee County Utilities. Charges and deposits for other customers are governed by the special rate schedules in effect for their area.

A. Classes Of Water Service

Lee County Utilities renders water service of several general classes:

1. Residential

This category applies to a single-family dwelling or to each residential unit in a multiple-family dwelling building where each unit is metered separately.

2. Multi-Unit

This category applies to all services where one meter serves more than one residential unit such as apartments, condominiums, mobile homes, and

recreational vehicles or a combination thereof.

This class includes uses that are generally considered residential and may be centralized i.e., laundry facilities, community buildings, or pool areas, etc., when such services are not open to the general public. For billing purposes, the water uses for these residential areas are included in the per unit charges.

In cases where there is more than one meter in a looped line and all meters serve the same residential units, the meter readings shall be combined as one meter serving all units and charges calculated using Multi-Unit classification rates.

In order to simplify billing calculations for those accounts where one meter serves multi-units with different ERU's, i.e., mobile homes and RV's, ERU's will be converted to an equivalent number of single family units and the account billed accordingly.

3. Irrigation

This category applies to all commercial services where one meter is used solely for the purpose of irrigation.

4. Non-Irrigation

This category applies to commercial services where the meter supplies **no** water for green space, landscape, or other irrigation purposes.

Non-Irrigation flat rates shall be granted only under the following conditions:

- a. *Single Meter Occurrence* - All water supplied to the site by DLCU. The customer must demonstrate that no green space, landscape, or other requirements for irrigation exists and submit an affidavit stating such.
- b. *Multiple Meter Occurrence* - All water supplied to the site by DLCU. If the customer has a meter or meters on site used solely for the purpose of irrigation and can demonstrate that any remaining meters at the site are not used for irrigation, then the remaining meters may be billed at the non-irrigation rate. An affidavit must be submitted stating such.
- c. *Single Meter with Well* - Water supplied by DLCU and well water used for irrigation. The customer must demonstrate that water

through the DLCU meter is not used for any irrigation purpose and submit an affidavit stating such.

Affidavits must be submitted annually in order to maintain the non-irrigation rate. Customers with non-irrigation rates may be subject to unannounced inspections and must be ready to demonstrate that the meter(s) are not being used for irrigation purposes. In the event irrigation is found, the account shall be reclassified accordingly and back charges may occur. Green space irrigation shall include, but is not limited to the following: agriculture, nursery use, landscape, golf courses, and clay tennis courts.

5. Commercial

This category applies to all services not classified as residential, multi-unit, irrigation, non-irrigation, fire protection, short-term commercial and other.

6. Utility Resale Service

This category applies to services where the customer is a utility in the business of reselling Lee County Utilities' water for profit approved by the Florida Public Service Commission, and has not otherwise entered into an Interlocal agreement with the County.

For billing purposes, each individual service or meter will be billed according to appropriate water classes as listed above in this Section under 1. Residential; 2. Multi-Unit; 3. Irrigation; 4. Non-Irrigation or 5. Commercial.

7. Short Term Service

This category applies to short periods of time for street, sewer, and similar or other types of general construction, circuses, fairs, exhibitions, displays, lunch carts, ships, and boats, etc. Service shall be limited to six months. Renewal may be requested for additional six-month intervals. Billing will vary according to each customer's service requirements.

8. Water Service for Fire Protection Services

This category is for service intended to provide an emergency supply of water exclusively for fire protection purposes.

Monthly rates are determined by line size and billed monthly.

B. Agreements Or Contracts For Service

Service is furnished only upon written application submitted to and accepted by Lee County Utilities and upon payment for all applicable connection or other service fees. The conditions of such application and the resulting agreement or contract for service are binding upon the customer as well as upon Lee County Utilities. Such application will protect both parties from error or irresponsible actions of others. Applications are accepted by Lee County Utilities with the understanding that there is no obligation on the part of Lee County Utilities to render service other than that which is then available from its existing facilities. A copy of the application/contract for service will be furnished to the applicant on request.

No application for service shall be accepted without a proper site address and personal identification and signature of the individual responsible for payment of fees, charges, and/or monthly bills.

Third party notification is available for customers who wish to have a designated third party receive a duplicate reminder notice if one is issued to the customer. The customer is responsible for all payments as shown on the bill, not the third party. It is the responsibility of the customer and the designated third party to make payment arrangements not the utility. If payment is not received, the services may be disconnected/terminated for nonpayment of an unpaid previous balance. The customer, guardian or designated third party must complete a notarized application for third party notification to be added to the account. A notarized written statement will be required to remove third party notification from an account.

C. Applications By Agents

Applications for service requested by firms, partnerships, associations, etc. shall be submitted in writing to Lee County Utilities only by duly authorized agents, legally empowered to represent them. When service is rendered under a contract entered between Lee County Utilities and agent or the applicant, the use of such service by the applicant shall constitute full and complete ratification of such contract.

D. Prior Indebtedness

Lee County Utilities shall withhold or discontinue service rendered under an application made by any member or agent of a family, household, organization or business until all prior indebtedness to Lee County Utilities of such family, household, organization or business has been paid in full.

E. Multiple Premises Served Through Same Meter

When two or more premises are served through the same meter, the owner of such premises must sign the contract or contracts for water service and accept full responsibility for the payment for all service rendered, since no method is available to Lee County Utilities for prorating charges for service among the occupants of the several premises.

F. Change of Occupancy

When change of occupancy takes place on any premises supplied by Lee County Utilities with water service, written notice thereof shall be given at the billing office of the Department of Lee County Utilities not less than two (2) working days prior to the date of change by the outgoing customer. The outgoing customer will be held responsible for all water service rendered to such premises until such written notice has been received and Lee County Utilities has had reasonable time to discontinue service. If such written notice has not been received by Lee County Utilities, the application of a successor occupant for water service will automatically terminate the prior account. For the convenience of its customers, Lee County Utilities will accept telephone orders to discontinue or to transfer water service and will use all reasonable diligence in the execution thereof. However, oral orders or advice cannot be deemed to be binding and/or formal notification to Lee County Utilities.

G. Customer's Responsibility

The customer is responsible for all water metered to them until such time as water service is discontinued for one of the following reasons:

1. Lee County Utilities receives notice from customer to discontinue service as of a certain advance date.
2. Service is discontinued by Lee County Utilities due to nonpayment of a regular bill or other fees and charges within 20 days after mailing of the bill, or for any other infraction of these rules and regulations.
3. Service is discontinued by Lee County Utilities due to nonpayment of an outstanding sewer bill due City of Fort Myers, or any other utility, as per Interlocal Agreement.

H. Monthly Water Service Billing Periods; Due Date

Bills for water service will be rendered either monthly, or for shorter periods if so stated in the applicable schedule or if notice of a different billing period is given to the customer. Bills are due when rendered and shall be considered as having been received by the customer when delivered or mailed to the service address or to some other place mutually agreed upon.

Customers who are on a fixed income, receive social security or disability, may qualify for a preferred bill due date. Annual application must be submitted, with the appropriate documentation to qualify for this program. The bill is mailed with other bills within the same billing cycle, however, the bill due date is the next preferred due date but not less than the number of days given other customers within the same billing cycle.

Non-receipt of bill by the customer shall not release or diminish the obligation of the customer with respect to the payment thereof.

I. Monthly Water Service Minimum Bills

Each bill for water service user charges shall not be less than the minimum charge specified in the appropriate fee schedule.

The monthly service and administrative charges shall be prorated, on the actual number of days of service for customer's first bill and to final bills.

J. Delinquent Monthly Water Service Bills

Bills are due and payable when rendered. Those not paid within ten (10) working days after the billing date/preferred due date are considered late. When Lee County Utilities has not received payment of the water bill within fourteen (14) working days, a reminder notice is issued for the unpaid balance, providing a final due date of six (6) additional working days. If the full amount is not received in Lee County Utilities' Billing Office by the final due date, water service may be discontinued and the account terminated. Accounts are considered delinquent when balances remain unpaid by the final due date. Payments "in the mail" do not constitute payment thereof.

If an Unpaid Previous Balance appears on the bill, the Unpaid Previous Balance amount is not extended to the current month's due date, but subject to the prior billing month's due date. Due Dates are applicable to current billing charges only. Any account reflecting an Unpaid Previous Balance amount is subject to immediate disconnection.

Service shall not be reinstated until the final statement is paid in full and the customer makes application for service and pays the guarantee deposit at the then established rate and all other applicable charges, as provided hereinabove.

When there remains an outstanding final statement, connection fee or other charges for water and/or sewer due Lee County Utilities at any previous or current location, a customer's water service may be discontinued and no new application shall be accepted until such fee, charges or amounts are paid in full.

K. Reminder Monthly Water Service Notices

For customer convenience, when there remains an unpaid balance of \$25.00 or greater, fourteen (14) working days from the billing date, a reminder notice will be issued, providing a final due date of six (6) additional working days. This is the only notice a customer is issued prior to termination. No courtesy calls will be made to customer before disconnection for unpaid previous balance.

L. Fire Protection Service Fees

Fire protection service fees are billed monthly according to the rates established in current Ordinances or Resolutions. Rates are based according to line size.

Charges are the responsibility of the property owner. Bills are sent to the property owner unless otherwise mutually agreed that assignment may be transferred to the tenant or lessee via the Fire Protection Service Application form.

a. For the first billing month, charges for new service may be prorated for the month in which the Board of Lee County Commissioners accepts ownership of fire protection waterlines.

b. For sale of property, monthly charges will be prorated between the previous owner and new owner.

If proration of the monthly fee is necessary, the proration should not cause the charge to be greater than the monthly fire protection service fee.

Those not paid within ten (10) working days after the billing dates are considered late. When Lee County Utilities has not received payment of the fire protection service bill within fourteen (14) working days, a reminder notice is issued for the balance, providing a final due date of six (6) additional working days. If an Unpaid Previous Balance appears on the bill, the Unpaid Previous Balance amount is not extended to the current month's due date, but subject to the prior billing month's due date. Due dates are applicable to current billing charges only. Any Fire Protection Service account reflecting an Unpaid Previous Balance amount is subject to having their water service (other than Fire Protection Service) immediately disconnected. Amounts due greater than \$10.00 may be forwarded to the Department of Lee County Utilities' Collection Agency.

M. Collection Agency Accounts

Delinquent accounts with balances greater than \$10.00 may be forwarded to a

collection agency 40 days after a final bill is issued if the amount remains unpaid. Customers may bear the cost of expenses attributable to collecting delinquent amounts due by having such expenses charged to the customer's individual account.

N. Bills From A Previous Location

A customer's water service shall be discontinued for nonpayment when a bill for service at a previous location is not paid within twenty (20) days.

O. Evidence of Consumption

The service rendered by Lee County Utilities shall be measured by meters. The meter readings shall serve as prima facie evidence of the quantity of water delivered to the customer.

P. Billing Name Change

Name changes are acceptable when such name change does not transfer deposit amount or payment responsibility to another customer, but only after appropriate legal documentation is received in the Lee County Utilities Billing Office.

Lee County Utilities reserves the right to refuse any oral request for name change on an account, if in the opinion of Lee County Utilities such change may be detrimental to a customer of Lee County Utilities until such appropriate legal documentation is received.

Q. Leak Credits

Upon written request, Lee County Utilities may allow one (1) leak credit per year, twelve (12) billing periods, not to exceed two consecutive months in the following manner:

- The billing shall be based on the three (3) billing periods previous to the leak billing in order to determine the average consumption for the leak billing. The average number of gallons will be subtracted from the actual gallons billed for the leak period. The remaining gallons will be calculated at the lowest per thousand gallons rate as indicated in the current Ordinance or Resolution.
- The credit shall not be applied until Lee County Utilities has evidence that the leak or other cause for high consumption has been corrected, either by presentation of plumber or parts statements or meter readings indicate a return to normal use.

- This leak credit policy is subject to change or be canceled without notice.
- The Department Director, at his/her discretion may approve a method of partial payment for excessive water and sewer bills which originate due to leaks, etc. No interest shall apply to this method of partial payment.

R. Water Bill Complaints

Lee County Utilities may require all plumbing fixtures, piping and outlets be examined by a licensed plumber and certify that there are no leaks before high bill complaints are accepted for investigation.

Customers are allowed one re-read of their meter per year, (each twelve month billing period), at no charge. Additional re-read requests are subject to trip charges as specified in related Ordinances and Resolutions. If a re-read indicates an error in the original meter reading, re-read charges will not apply.

Reading verifications shall not be considered as high bill complaints.

S. Back Billings

Back billing may occur when the customer has withheld changes or provided information, knowingly or unknowingly, that causes the customer's billing amount to be less than actual circumstances dictate. Charges may be back billed for a period of up to twelve (12) months from the date of notice to the customer.

1.9 RATES AND CHARGES

A. Rates For Domestic Water Service

The rates specified in related Ordinances and Resolutions shall apply to all retail customers supplied with water produced in Lee County Utilities', water treatment plants. No vacation rates will be utilized.

B. Guarantee Deposits

Upon opening an account a guarantee deposit or irrevocable letter of credit from a bank shall be provided by the customer for each service address. The amount thereof shall comply with the appropriate fee schedules. Personal identification is required for all customers opening accounts.

Upon presentation of a letter of recommendation from a previous utility company, the guarantee deposit(s) may be billed. At time of billing, Lee County Utilities will allow ten (10) working days for customers to pay guarantee

deposit(s).

An irrevocable letter of credit from an approved bank may be accepted to guarantee deposits of @25,000.00 or greater. It is the responsibility of the customer to keep the letter of credit current, notifying their bank before the annual renewal date. If a letter of credit expires without renewal, the customer will be billed a guarantee deposit, the amount thereof shall comply with the appropriate fee schedules. The customer will be allowed ten (10) working days to pay the guarantee deposit after billing.

C. Transfer of Deposit

A customer may transfer a deposit from one service location to another when the following is completed:

1. Customer provides a turn-off date for the account which holds the deposit being transferred.
2. Turn-off date for previous location and turn-on date for current location is not greater than 30 days.
3. Customer account is not in arrears at the time request is made to transfer deposit.
4. The name for both accounts remains exactly the same.

An additional amount may be required when a change in classification, meter size or services occurs between old and new accounts.

For customer convenience, Lee County Utilities will allow ten (10) days for customers transferring deposits to pay additional amounts required. If monies are not received in the Lee County Utilities' Billing Office by the tenth (10th) day, water service will not be turned on. If on, service shall be discontinued without notice and extra expense charges applied.

D. Transfer Deposit To Another Customer

The guarantee deposit is required as security for payment of the customer's water and/or sewer bills. It is refundable to the customer only upon termination of service, and not transferable to another customer.

E. Refund of Deposit

The process of refunding the balance of security deposits begins when Lee County Utilities disconnects the service or the customer requests service be discontinued and security deposit refunded.

Additionally, security deposits will be applied when a single-family residential customer has had twenty-three (23) months of continuous service and has had no occurrences of infractions as listed in Section 1.9H, second paragraph, for the twenty-three (23) month period. The security deposit(s) will be applied as a credit to the customer's account or when an account is closed.

Requests to issue County Warrants (refunds) must be verified and checks issued via the Lee County Finance Department in compliance with Lee County's Purchasing Manual; a processing time of normally 2-4 weeks from regular billing date.

NO Lee County Utilities employee, or other County employee, or contract operator for Lee County Utilities, has authorization to directly disburse funds to the customer. Lee County Utilities and its employees shall strictly adhere to disbursement transactions which are legal and proper, and in full compliance with all appropriate policies and procedures as established by Lee County Utilities.

F. Short Term (Temporary) Service Deposits

A customer requesting short term (temporary) service and needing a temporary or hydrant meter shall pay a guarantee deposit. This deposit is security for the value of the meter and connections loaned to the customer as well as for payment of the water bill.

G. Deposits Not Required

Governmental agencies, churches, synagogues, recognized charitable agencies and public utilities having reciprocal agreements with the County are not required to pay guarantee deposits. This is in conformance with the opinion of the Attorney General of Florida in 1951.

Single-family customers who have had their Guarantee Deposit(s) refunded will not be required to pay guarantee deposits. After service has been established and the customer's credit history reflects infractions or occurrences as outlined in Section 1.9H, second paragraph, the additional deposit requirements in Section 1.9H, paragraph 1, will be invoked.

H. Additional Deposits

Additional security deposit amounts may be required in order to secure payment of current bills; however, the total amount of required deposits shall not exceed an amount equal to the average for water and/or sewer service for two billing periods for the twelve months period immediately prior to the date of notice. In

the event the customer has had service for less than twelve months, the deposit(s) shall be based upon the average billing(s) available.

The additional deposit(s) may be required when the customer, in the preceding twelve months, (a) had more than two late payments, (b) paid with instrument dishonored by a bank, (c) has had service discontinued for nonpayment, or at anytime, (d) tampered with the meter, or (e) used service in an unauthorized or fraudulent manner.

When discontinuance of service occurs, an additional deposit may be required prior to the resumption of service. In cases where service is not discontinued and additional deposit(s) are required, the customer will be given fifteen (15) days written notice stating the reason for the additional amount and provided with date and amount(s) due. The full amount due must be in the Lee County Utilities' Billing Office by the due date in order to avoid disconnection of service.

When a customer who has been required to pay any of the above additional deposits, has had no occurrences of infractions as listed in 1.9H, second paragraph, for a period of twenty-three (23) months, that customer shall be returned to "good customer" status. Once such status is achieved, any additional deposit amount in excess of the security deposit amount required by the current Ordinance or Resolution must be returned to the customer. For single family residential customer, deposits will also be applied as indicated in Section 1.9E, second paragraph.

I. Vacation Rates

There are no vacation rates. Customers wishing to have service temporarily discontinued shall pay the minimum monthly service charge for the time the meter is turned off. Turn-on trip charges shall apply when applicable.

J. Service Charges

The customer shall reimburse Lee County Utilities for all extra expenses (such as for special trips, inspections, disconnecting and reconnecting service, additional clerical expenses, etc.) incurred by Lee County Utilities. The charge to cover such extra expenses shall be the actual costs to Lee County Utilities but in no event shall said charges be less than \$20.00.

K. Service Connection, Tap-In And Other Fees

See schedules in appropriate Resolutions or Ordinances for connection fee definitions and rates.

L. Credit Policy - Connection Fees, Tap-In Fees

The Department Director, or his designee, has discretion to determine the amount, if any.

M. Exceptions

A subdivider or property owner in a subdivision may connect into an approved subdivision water main without fee providing that a previous subdivider has paid the entire connection charges and construction costs for the water main facilities in the subdivision.

Charges established by Lee County Utilities and approved by the Board of County Commissioners, in areas where other charges have been or may be established by Lee County Utilities and approved by the Lee County Board of County Commission, such charges will supersede charges outlined in this Section until same have been lawfully changed or altered.

N. Unauthorized Usage

All unauthorized water used shall be charged to the user at three (3) times the estimated usage amount at the rate specified in the related Ordinances and Resolution or \$1,000.00, whichever is larger, for each occurrence or withdraw. Any construction contractor that is identified as an unauthorized water user may be prohibited from obtaining any construction contract with Lee County and/or working as a sub-contractor for any Lee County Contract.

1.10 PENALTIES

A. Insufficient Funds Or Dishonored Instruments

Upon receipt of such document, which includes payment of a delinquent balance, Lee County Utilities shall notify the customer that they have three (3) days to honor such payment by presenting cash or money order at Lee County Utilities Billing Office or service will be disconnected.

All checks or instruments returned are subject to a return charge as specified by Ordinance or Resolution.

B. Prosecution For Insufficient Fund Checks

Customers who are repeated offenders in issuing insufficient fund checks may be prosecuted for a dishonored check as follows:

1. Lee County Utilities will notify the customer through certified letter that they have seven (7) days from the date of the letter to make the check good.
2. If after seven (7) days the customer has not paid, the Sheriff's Department is notified by Utilities to proceed with legal action.
3. All dishonored checks under \$50.00 are prosecuted as a misdemeanor charge and all checks for \$50.00 or more are prosecuted as a felony charge.

C. Other

Lee County Utilities may discontinue water service after reasonable notice, unless otherwise stated hereinbefore, to any customer for an infraction of these hereinstated procedures and regulations, for nonpayment of bills, or for any reason that may be detrimental to the water system; further, Lee County Utilities has the right to withhold service until the reason for the discontinuance is corrected and all costs due Lee County Utilities are paid. These costs may include delinquent billings, turn-off and turn-on fees, other fees and deposits, and payment for any damage caused to the sewer and/or water system. Should a discontinued water service be turned on without authorization, Lee County Utilities shall have the right to have the water meter removed and to make an appropriate charge.

1.11 HARDSHIP PROGRAM

Purpose/Scope:

This program is established to assist low income families with water and sewer system connection and/or tap fees by allowing extended payment over time. Lee County Utilities must charge connection or tap fees to all customers as required by County Ordinance.

Policy/Procedure:

The minimum amount allowable for hardship consideration is \$499.00, and Hardship Applications and Instructions are available from the Department of Lee County Utilities.

Applications must be completed, signed by the Applicant, and notarized, and completed application is to be returned for review to the Department of Lee County Utilities. The Department of Lee County Utilities' staff will compare the application with the State of Florida HUD Guidelines, as specified in this section.

Applicant(s) must be the owner(s) of and reside at the site for which the application is made. Hardship payments are provided for owner(s), not properties, therefore, are not transferable.

All applications will be submitted to the Review Panel for approval or denial along with the Department of Lee County Utilities' staff report regarding the application. The Department must respond to applications within thirty (30) days.

The Review Panel will consist of at least three County staff members, one of which is to be either the Utilities' Department Director or Assistant Director. The Department Director will designate two (2) additional panel members.

If the guidelines are not met, the Applicant will be so notified in writing. If the Applicant wishes to appeal staff's decision, the Applicant must notify Lee County Utilities in writing, stating the reasons why, within ten (10) business days of receipt of the denial letter. Such Applicants will be given an opportunity to review the application with the Review Panel for a final decision.

Generally, the Review Panel may allow up to twenty-four months for payment. Only under extreme circumstances, (HUD Very Low Income Level), may the Panel allow thirty-six months. Monthly notices will be provided to approved applicants by the Department of Lee County Utilities over the payment period.

As part of the application process, owners must agree to a voluntary placement of liens upon their property.

In cases where water, or water and sewer hardship is granted, water service may be discontinued when an owner's hardship account balance exceeds sixty days beyond the due date. Service may not resume until the account's delinquent balance is paid. Property may also be subject to the voluntary lien as outlined above.

For accounts with only sewer service to the site, a lien for the full amount due may be placed on the property when the unpaid balance exceeds \$400.00.

Any account with a delinquent amount remaining after the full payment period, in excess of \$20.00, is subject to submission for credit collection.

Liens must be satisfied at the time property is sold or transferred. Hardship approval may not be transferred to any other owner.

A. Definition of Terms are as Follows:

1. *Household* - All persons who occupy a housing unit. The occupants may be a single-family, one-person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.
2. *Family* - All persons living in the same household who are related by birth, marriage, or adoption.
3. *Applicant(s)* - The person(s) of the household who sign the application form. Applicant must be the owner of the property and must reside in the residence for which hardship payment is requested. A recorded Agreement/Contract for Deed will be considered ownership of the property. Ownership status will be verified through real property deeds, tax records, etc.
4. *Income* - The total gross income generated by resident members of the household. Income to include but not limited to:
 - a. The gross amount of wages, salaries, commissions, and overtime pay.
 - b. The net income for operation of a business or profession.
 - c. Social Security benefits, other pensions, retirement income, VA benefits, (excluding education), disability compensation, aid for dependent children, etc.
 - d. Child Support.
 - e. Royalties.
 - f. Interest and Dividend Income.

B. Application Processing Procedures:

1. There shall be no action taken for hardship deferral consideration until a signed and notarized application with attached documentation of income, (copy of most recent income tax return, pay stubs for one month, SSI verification, etc.), are received. When questions on the application form are incomplete, information may be requested from the Applicant by telephone. If the Applicant cannot be reached or the information cannot be clarified by telephone, a written request for further information will be mailed to the Applicant.

If the required information is not provided within thirty (30) working days, the application will receive no further consideration.

2. Applicants who have submitted complete information will be mailed a letter of approval or denial within thirty days. A denial letter will provide an explanation of the appeals process.
3. It is the Applicant's responsibility to keep the Utilities Department advised of any change of mailing address and/or circumstances.

C. Determination of Applicant/Household Gross Income:

1. Income must be substantiated by documentation, i.e., a copy of the previous year's income tax return, W-2 form(s), current pay stubs, written verification from employer, or Social Security eligibility documentation.
2. Income shall NOT include the following types of income:
 - a. VA education benefits
 - b. Unemployment benefits
 - c. Foster child care benefits
 - d. Food stamp benefits
 - e. Income from minors or financially dependent full-time students to age 21.
3. Income will be based upon an annual figure; however, if it is not feasible to anticipate a level of income over a 12-month period, a shorter period, (monthly income), may be used to predict gross annual income. Exception: income from an applicant-owned business will be on a net basis.

D. Income Limits:

Applicant eligibility will be determined by using the current Department of Housing and Urban Development (HUD) State of Florida Income Guidelines.

E. Types of Eligibility:

1. *Financial Hardship Eligibility* - Financial hardship is based solely upon gross income limits of the household.
2. *Medical Hardship Eligibility* - Medical hardship eligibility is based upon an adjusted annual income amount for the number of persons in the household.
 - a. The annual gross income less 70% of documented, net allowable medical expenses determines the adjusted income amount.
 - b. Allowable medical expenses are intended to be ‘out-of-pocket’, net of any reimbursement.
 - c. Allowable medical expenses are those due to illness that is generally considered catastrophic or long term. Expenses are for those where treatment is provided by or under the supervision of, or is prescribed by, a licensed physician. This does not cover expenses related to alcohol or drug abuse.
 - d. Allowable expenses attributable to long-term or catastrophic illness may include, but are not limited to, the following:
 1. Medical or dental care, including psychotherapy and rehabilitation services.
 2. Hospitalization or outpatient treatment, nursing care, and nursing home care.
 3. Prescription drugs, dentures, hearing aids, prosthetics, eyeglasses, or contact lens.
 4. Securing and maintaining a seeing eye or hearing dog, including the cost of dog food and veterinarian bills.
 5. Companion phone service may be allowed as a medical necessity if a doctor’s statement is obtained to that effect.
 6. Food supplements for cancer patients prescribed by a physician.
 7. Special medical expenses will be allowed for monthly installments, minus interest, which was obtained to repay a loan for allowable medical expenses.

F. Full Financial Disclosure:

The Applicant will be responsible for full and adequate disclosure of all his/her information requested and that of all members residing within the household. If the Applicant fails or refuses to give full disclosure during the application process, the Hardship process shall cease. If the Applicant provides false information and an application is approved on that bases, the Applicant shall be immediately disqualified, and the county will take all appropriate legal action against said Applicant.

1.12 ADDITIONAL LIMITATIONS

No driveway, appurtenances or structures of any kind may be constructed over or around a meter box, over a valve box blow-off or any valving or similar control device used in the control or flow of a waterline without specific approval from Lee County Utilities. If any of these control devices or appurtenances is to be moved for any reason by action or request, the customer shall pay the cost of relocation within thirty (30) days from the mailing of such invoice.