

## SECTION 2

### SEWAGE COLLECTION AND DISPOSAL/FISCAL

#### 2.1 TYPES OF GENERAL SEWER DISPOSAL SERVICE AVAILABLE

##### A. Customers Within A Municipality or City

A retail customer of water supplied by Lee County Utilities who is either receiving sewage disposal service or has it available for connection from his property to the sewer system of the City of Fort Myers.

##### B. Customers Outside A Municipality or City

A retail customer of water supplied by Lee County Utilities who has sewage disposal service available to his property through existing sewers either owned by Lee County Utilities or by others, but not part of the sewer system of the City of Fort Myers.

##### C. Customers With Other Sources Of Water Supply

Customers who dispose of sewage through Lee County Utilities' sewage disposal system and supplied with water from sources, public or private, other than Lee County Utilities.

##### D. Industrial Wastes

Sewage or liquid wastes from any manufacturing or industrial plant, building or premises, not including storm water, which shall be such as to impose a burden upon the Lee County Utilities' sewage disposal system in addition to the burden imposed by the average sewage entering the sewer system; charges for disposal of said sewage are fixed by contract, and by special charge in unusual cases. In lieu of said special charge, Lee County Utilities has the right to require pretreatment of industrial wastes.

##### E. Septic Tank Wastes

All septic tank and/or sewage treatment plant sludge wastes which are transported to a Lee County Utilities' owned treatment plant, sanitary landfill or other permitted areas by tank trucks. A charge for treatment and disposal of these wastes will be made in accordance with the current Lee County Utilities' rates as specified in related wastewater ordinances and resolutions.

## 2.2 CLASSES OF SEWER SERVICE AVAILABLE

The County renders sewer 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 or a single water source serves only one residential unit.

B. Multi-Unit

This category applies to all services where one meter OR single water source serves more than one residential unit.

C. Non-Irrigation

This category applies to commercial services where sewer service is in conjunction with a water meter that supplies **no** water for green space, landscape, or other irrigation purposes.

D. Commercial

This category applies to all sewer service not otherwise defined in A through C or E and F of this section.

E. 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, exhibition, 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.

F. Utility Resale Service

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

## 2.3 REQUESTS FOR SERVICE

### A. In The Unincorporated Area Of The County

Connections to the Lee County Utilities' sewage disposal system either directly or indirectly in the unincorporated area must be authorized by Lee County Utilities in advance of said connections.

### B. Connection To Sewers

Where existing service laterals have been provided, the customer shall pay the entire expense of the connection to the facilities within his property. Where service laterals have not been provided, the customer shall be responsible for payment of all costs of constructing the connection from the sewer main to the facilities within the customer's property. All such connections shall be subject to inspection by authorized personnel of the governmental agency having jurisdiction.-The Customer shall pay all connection and construction charges, if appropriate, prior to connection and construction.

### C. Service Availability From Existing Systems

Sewer service to any structure upon any given property shall only be rendered from Lee County Utilities owned sewers in public rights-of-way or easements abutting said property. The determination as to the availability of service from existing facilities shall be at the sole discretion of Lee County Utilities in accordance with current franchise boundary maps. Lee County Utilities shall have the right to require extensions of its facilities for proper service or to require such permanent legal agreements which Lee County Utilities deems necessary in order to carry out the intent of this section.

### D. Wastewater Reuse

In locations where treated/filtered effluent reuse water is available, Lee County Utilities will consider requests from commercial or residential developments to utilize effluent reuse. The quantity of effluent reuse to be received is intended to be approximately equal to the amount of wastewater generated by the Development, unless available quantities, soil conditions, or available open areas do not permit this amount of usage. The Developer shall be responsible to retain a Professional Engineer, registered in the State of Florida, to determine the quantity of effluent reuse which can be effectively utilized by the Development. The Department of Lee County Utilities will consider, on a case-by-case basis for proposed Developments, the anticipated effluent reuse quantity, which can be utilized, the quantity of wastewater flow, and location of the Development with respect to existing effluent reuse lines to determine whether or not any effluent reuse can be provided.

E. 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. See Section 1.11 for policy and procedures.

See Section 11 for forms.

2.4 AGREEMENTS OR CONTRACTS FOR SERVICE

A. Developer Agreements

When Developers are required to obtain Agreements, in addition to the standard application for sewer service, for new properties requiring the construction of sewer facilities from the Lee County Board of Commissioners, Lee County Utilities will prepare and submit such Agreements for acceptance. Final zoning approval of a property must be obtained prior to the County's preparation of the agreement.

B. Sewer Service Within The Service Limits of County

1. To obtain sewer service from an existing Lee County Utilities' sewer line, 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 Lee County Utilities' collection system.

A customer first requesting sewer service for such a property is required to pay a connection fee based on meter size or type of service in addition to other fees as may be required. Wastewater Commitment Letters required for building permit purposes will only be issued after all applicable fees are paid.

2. To obtain sewer service for projects not served directly from an existing 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 sewer service for such a property is required to pay 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 wastewater 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.

## 2.5 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 electrical power, acts of God or other causes beyond its control.

## 2.6 EXTENSIONS

Lee County Utilities may from time to time, through the creation by Lee County Board of County Commissioners of special districts or by other means, plan sewer extensions in specific areas of the County. The costs of these extensions and terms for payment will be set forth by County ordinance or resolution.

## 2.7 RIGHT TO REFUSE SERVICE

Lee County Utilities shall have the right at all times to refuse to extend service on the basis of a use detrimental to the Lee County Utilities' sewer system, lack of payment of required fees, past due amounts or for any reason which, in the opinion of Lee County Utilities, will cause the extension not to be in the public interest. No payment of any costs, submitting of any petition or any other act to receive sewer service, shall guarantee sewer service.

Further, Lee County Utilities shall have the right to refuse sewer 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.

## 2.8 LIMITATION OF USE

In no case shall a customer extend his plumbing across a street, alley, lane, road, court, avenue or other highway, or property line without unity of title, in order to furnish service for adjacent property through one service lateral, even though such adjacent property is owned by him. In case of such unauthorized connection, the customer's service shall be subject to discontinuance until such unauthorized

connection has been discontinued and full payment has been made of all bills for service, calculated under proper classifications and rate schedules and until reimbursement in full has been made to the County for all extra expenses incurred for clerical work, testing and inspections.

## 2.9 CUSTOMER'S OBLIGATIONS

### A. Common House Connections

A single connection serving two or more properties shall not be permitted. In no case will common plumbing to two or more lots or parcels of land be allowed.

### B. Extent Of County Maintenance

Lee County Utilities shall not be responsible for the repair and maintenance of house connections to the service laterals nor for privately owned pumping stations, force mains and sewers. Lee County Utilities shall be responsible only for the repair and maintenance of all Lee County Utilities' sewers, pumping stations and force mains in Lee County Utilities' system and shall make a diligent effort to inspect and keep these facilities in good repair.

### C. Customer's Maintenance

The customer shall be responsible for the maintenance of the plumbing from the connection at the service lateral, into and including the house plumbing. Lee County Utilities shall have the right to inspect the house connection and plumbing and to discontinue water service to any customer or property owner who fails to maintain the plumbing to the extent that it may or does cause harm to the sewer facilities.

In the case of municipally or privately owned utilities, Lee County Utilities' responsibility for the cost of maintenance ends at the point of connection to Lee County Utilities' system. Lee County Utilities retains all rights to insist on proper maintenance of these facilities and to exclude infiltration and/or harmful wastes by the owners.

### D. Inspection Of Customer's Installation

All installations for sewer service or changes therein shall 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 may discontinue service if the inspecting authority notifies Lee County Utilities that the installation has not been approved.

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.

### E. Indemnity To The County

The customer shall indemnify, hold harmless and defend Lee County Utilities 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 sewer by the customer at or on the customer's side of the point of delivery.

F. Protection Of Lee County Utilities' 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 or persons authorized by law.

When service or collection lines, 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 of repairing such damage shall be paid by the customer.

G. 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 the County's 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.

H. Unauthorized Work On Sewer System

No person shall tamper with, work on, uncover, make connection with, or in any way alter or damage any County sewer or sewer appurtenance without written permission of Lee County Utilities. Further, no person shall cause storm water, groundwater, or any other unauthorized water or material to enter the sanitary sewer system. This shall include the tapping of downspouts of air conditioning condensation lines into the sewer system, raising of manhole lids to allow for drainage, the dumping of garbage, refuse or other wastes, or any other means of causing or allowing any substance not considered sanitary sewage or not legally paid for as sanitary sewage, to enter the sewer system. The offending person shall pay the total cost of all charges attributable to such tampering and be subject to all penalties as may be provided by law in Florida Statute 812.14.

2.10 BILLING PROCEDURES

This section applies only to customers served directly by sewage treatment plants owned, ~~or~~ operated, or contracted by Lee County Utilities, except where special rates are provided in acquisition of other utilities; charges and deposits for other customers are governed by the special rate schedules in effect for their area.

A. Residential

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

B. Multi-Unit

This category applies to all services where one meter OR single water source serves more than one residential unit.

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 sewer 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 both/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.

C. 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.

1. Single Meter Occurrence - All water supplied to the site by the Department of Lee County Utilities.

The customer must demonstrate no green space, landscape, or other requirements for irrigation exists, and submit an affidavit stating such.

2. Multiple Meter Occurrence - All water supplied to the site by the Department of Lee County Utilities.

The customer has a meter or meters on site used solely for the purpose of irrigation and can demonstrate 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.

3. Single Meter With Well - Water supplied by the Department of Lee County Utilities and well water used for irrigation.

The customer must demonstrate that water through the Department of Lee County Utilities' 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 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.

D. Commercial

This service applies to all services not classified as residential, multi-unit, resale or short term.

E. Utility Resale Service

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

F. Application 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.

Third party notification is available for customers who wish to have a designated third party receive a duplicate reminder notice of 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.

G. 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.

H. Prior Indebtedness

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

I. 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 sewer 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.

J. Unmetered

Applies to all services supplied with water from sources, public or private, other than Lee County Utilities, Florida Cities Water Company, or Greater Pine Island Water Company.

K. Owner Responsibility

In cases where the County does not provide water service, sewer service shall be rendered to the owner of such premises who must sign the sewer service contract and accept full responsibility for service rendered.

L. Change Of Occupancy

When change of occupancy takes place on any premises supplied by Lee County Utilities with sewer service, written notice thereof shall be given at the Lee County Utilities Customer Service Billing Office by the outgoing customer, such outgoing customer to be held responsible for all sewer service rendered to such premises until such written notice has been received.

If such written notice has not been received by Lee County Utilities, the application of a successor occupant for sewer service will automatically terminate the prior account.

In cases where flat rates are billed and new owners fail to apply for service, the former owner must provide supporting documentation which reflects the new owner's name and mailing address in order to establish payment responsibility of the new owner. Payment responsibility shall not be transferred without such new owner information or until County records reflect new owner information, whichever comes first.

For the convenience of its customers, Lee County Utilities will accept telephone orders to discontinue or to transfer sewer 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.

M. Customer's Responsibility With Metered Service

The customer is responsible for all sewer service until such time as service is discontinued for one of the following reasons:

1. Lee County Utilities, Florida Cities Water Company, Greater Pine Island Water Company or another water utility where applicable, receives notice from customer to discontinue water service as of a certain advance date.
2. Service is discontinued by Lee County Utilities, Florida Cities Water Company, Greater Pine Island Water Company or another water utility due to nonpayment of a regular bill or for any infraction of rules or regulations.

N. Customer's Responsibility With Unmetered Service

The customer is responsible for all sewer service until such time as one of the following occurs:

1. The required new owner information is received by Lee County Utilities.
2. Legal condemnation or the building becomes uninhabitable. Should partial damage occur to the extent that a building/repair permit is necessary to regain occupancy, billing may be stopped, provided the County receives a written statement from the owner.

O. Billing Periods; Due Date

Bills for service will be rendered either monthly in connection with water bills, or for a shorter period if 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 government assisted fixed income, including social security benefits, 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 preferred due date but not less than the number of days given other customers within the same billing cycle.

The sewer bill shall be the responsibility of the owner when water sources are provided by other than the Lee County Utilities, Florida Cities Water Company, or Greater Pine Island Water Company.

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

P. Minimum Bills

Each bill for sewer service shall not be less than the minimum charge if specified in related resolutions and ordinances.

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

Q. Delinquent 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 the County has not received payment of a sewer bill within fourteen (14) working days and water service is available, a reminder notice is issued for the unpaid balance, providing a final due date or six (6) additional working days. If the full amount is not received in the Utility 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 OB 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 for sewer subjects water service to immediate disconnection.

Reminder notices are issued only if water service is available and subject to disconnection.

Service may 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 current rate as specified in related ordinances or resolutions.

When there remains an outstanding final statement, connection fee or other charges for water and/or sewer due, the County 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.

Sewer service, as such, will not be discontinued under any normal circumstances. However, in cases where discontinuance is required for any reason including but not limited to nonpayment, the County may instead discontinue water service whether it be Lee County Utilities supplied or from another source. In cases of private wells, the matter will be referred to the County Attorney.

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.

In cases where water service cannot be disconnected for unpaid sewer charges, accounts may be forwarded to a collection agency if the unpaid balance remains for more than 40 days and the amount is greater than \$10.00.

Customers may bear the cost of expenses attributable to collecting delinquent amounts due by having such expenses charged to the customer's individual account.

R. Bill From A Previous Location

A customer's water service may be discontinued for nonpayment of a bill for water and/or sewer service provided that said bill is not paid within twenty (20) days after the original bill for the previous location is mailed.

S. Evidence Of Consumption

The service rendered by Lee County Utilities shall be measured by meters. The meter readings shall serve as evidence of the quantity of gallons to be billed to the customer.

T. Flat Rate Charges

Owners whose water supply is from other than Florida Cities Water, Greater Pine Island Water Company or Lee County Utilities' water system shall be billed monthly user fees based on flat rates as specified in appropriate ordinance or resolution.

U. 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 account, if in the opinion of the County such change may be detrimental to a customer or Lee County Utilities until such appropriate legal documentation is received.

V. Back Billings

Back billing may occur when the customer has withheld charges or provided information knowingly or unknowingly, that causes the customers 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.

W. New Construction Billing

In conjunction with Lee County Utilities, Florida Cities Water Company or Greater Pine Island Water Company sewer service, billing shall begin upon Certificate of Occupancy, (C.O.), the second customer applies for service, or six (6) months from date of sewer application, whichever comes first.

Customers with other sources of water supply shall be billed applicable monthly service charges six (6) months from the date of sewer application or upon Certificate of Occupancy, (C.O.), whichever comes first.

Credit will be given to customers who demonstrate that CO date occurred subsequent to the six months charging period.

Appropriate monthly rates shall apply to all units or buildings connected to a single water meter or other single water source, whether or not all units or buildings have received Certificates of Occupancy, unless contractor or developer can, at no cost to Lee County Utilities, satisfactorily demonstrate to the Department Director or his/her designee that full sewer service is not in use.

## 2.11 RATES AND CHARGES

### A. Rates For Sewage Collection And Disposal

The rates specified in related ordinances and resolutions shall apply to all retail customers within Lee County Utilities' service area. No vacation rates will be utilized.

The sewage disposal service charge may be revised independently of changes in water rates. Increases or decreases in water rates do not affect the sewage disposal service charge.

### B. Connection Charges

Connection charges are specified by related ordinances and resolutions.

### C. 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 schedules in appropriate resolutions or ordinances. Personal identification is required for all customers opening accounts.

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.

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.

Single-family customers who have had their Guarantee Deposits(s) refunded after meeting the requirements in Section 1.9H second paragraph, may not be required to pay guarantee deposits. After service has been established and should the customer's credit history no longer be in compliance with the requirements in Section 1.9H second paragraph, the additional deposit requirements in Section 1.9H, paragraph 1, would be invoked.

D. 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.
5. 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 Lee County Utilities' Billing Office by the tenth (10th) day sewer service will not be turned on. If on, service shall be discontinued without notice and extra expense charges applied.

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 the County disconnects the service or the customer requests service be discontinued and security deposit refunded.

Security deposits will be applied when the 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(2) will be applied as a credit to the customer's account or when the 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 has authorization to directly disburse funds to the customer. Lee County and its employee 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.

F. 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 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 1.9 H, 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 that is in excess of the security deposit amount required by the current Ordinance or Resolution, must be returned to the customer. For single family residential customers, deposits will also be applied as indicated in Section 1.9E, second paragraph.

G. Exceptions

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

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 said has been lawfully changed or altered.

H. Turn-Off And Turn-On Fees

Where property is serviced with Lee County Utilities' water, there will be no turn-off and turn-on fee, as such, for sewer service. However, to enforce these procedures and regulations, water service may be discontinued and the existing charges for water service turn-off and turn-on shall prevail. In this regard, water service may be turned off due to an infraction of these rules and regulations and will not be turned on until such time as the infraction is corrected and all costs due Lee County Utilities are paid.

I. Miscellaneous Charges

Miscellaneous charges shall be made for any work done by Lee County Utilities beyond normal maintenance of extension charges as outlined previously. This work, which will include such items as moving connections, relocating manholes, or any other work done at the property owner's request for the benefit of the property owner, shall be charged for at direct cost plus appropriate overhead. Payment in full for the estimated cost will be required prior to doing this type of work with appropriate refunds, if any, when the work is completed. Work will not commence until a written understanding between the parties has been executed.

J. Temporary Emergency Treatment Rates

In cases where a customer desires to use any portion of the Lee County Utilities' sewers or sewage treatment facilities for disposal of sewage on a temporary basis, and is not properly connected to the Lee County Utilities' sewer system, the Customer may apply for such service through Lee County Utilities which will compute the costs and require payment in full prior to the use of the Lee County Utilities' system. Should this service be desired on a permanent basis, a proper charge will be estimated and an agreement establishing terms and costs shall be entered into between Lee County Utilities and the customer using the service.

It is the intent of Lee County Utilities to discourage this type of service except in the case of municipalities and private utilities, and to this end Lee County Utilities reserves the right to refuse to accept and also discontinue this type of service.

K. Service Charges

The customer shall reimburse Lee County Utilities for all extra expenses (such as for special trips, inspections, disconnecting and reconnecting water service as applicable, 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.

L. Credit for Sewage Disposal Charge For Water Not Entering Sewer System

Where water used for commercial/industrial enters the sanitary sewer system, relief from payment of the sewage disposal service charge on the presently metered total water consumption has been provided for as follows:

1. Separate Water Meter

A customer may have installed by Lee County Utilities at the Customer's expense, a separate meter connection with the water main to measure the water which does not get into the sewer system. The bill for water used through such connection will not include the sewage disposal service charge.

## 2.12 DAMAGE TO LEE COUNTY UTILITIES SEWER FACILITIES

In the event of accidental or deliberate damage caused by any individual, corporation, partnership, firm or association, to any part or parts of the Lee County Utilities' Sewer Facilities, the damaging party shall be liable for its proper repair.

Liability for repair shall include actual costs plus the applicable overhead allocations as described by Lee County Utilities at the time of damage.

Area of liability shall include all Lee County Utilities' owned, maintained or operated sewer facilities.

Disputes over payment of damages shall be handled as prescribed by applicable Florida Statutes in the Court having jurisdiction over such matters.

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

## 2.13 PENALTIES

### A. Insufficient Funds Or Dishonored Instruments

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

All checks or instruments returned are subject to a return charge as specified by related resolution or ordinance.

### 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 must 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 Lee County Utilities to proceed with legal action.

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.