



# **Lee County Utilities Customer Service Operations Manual**

Lee County Board of County Commissioners

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## 1. PURPOSE

The purpose and objective of these policies is to provide a description of various elements which must be considered in establishing the Utilities' Customer Service Operations Manual for Lee County Utilities, hereinafter referred to as LCU.

The Customer Service Policies formalize the relationship between the customer and LCU and must be clearly defined in order to avoid misunderstanding between the customer and the utility.

The Customer Service Operations Manual is developed with the interest of the customer first and foremost. It is LCU's policy to avoid unnecessary restrictions on the customer, and to foster excellent customer service.

In any case not specifically covered, or if questions arise as to the application of these policies, please contact LCU's Customer Service Department.

## 2. DEFINITIONS

**Advanced Metering Infrastructure (AMI)** is a system that allows LCU to remotely collect consumption data through radio frequency at the individual water meter level.

**Autopay** means a free electronic payment option through which bills are deducted automatically from a credit or debit card or a checking or savings account each month.

**BOCC** means the Board of County Commissioners of Lee County, Florida.

**Community** means a multi-family, condominium association, homeowners association, other multi-tenant property that is serviced by one main (master) water meter.

**County** means Lee County, FL and/or Lee County Utilities.

**Customer Portal** means the user ID and password-protected area of Lee County Utilities' website, through which various customer account-related services are offered and bills are available. Located at: [myutilities.leegov.com](http://myutilities.leegov.com).

**Dwelling** means a room or rooms connected together, constituting a separate, independent housekeeping establishment for a family, for owner occupancy, or for rental or lease on a weekly, monthly or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing sleeping and sanitary facilities and one kitchen. The term "dwelling unit" shall not include rooms in hotels, motels or institutional facilities.

**Deduct Water Meter** means the measure of water not discharging into LCU's wastewater system.



**Equivalent Residential Unit (ERU)** means an equivalent to the average daily flow of a single-family residence. For additional ERU information, refer to the Lee County Design Manual.

**Family** means all persons living in the same household who are related by birth, marriage or adoption.

**Hard Disconnect** means having LCU physically turning off water services at the customer's water meter.

**Household** means 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.

**HUD** means United States Department of Housing and Urban Development

**Inactive Utility Account** means a residential account which is no longer incurring water or wastewater consumption charges. These accounts will be charged base charges.

**LCU** means Lee County Utilities, which is the Lee County governmental entity that is responsible for administering, operating, and maintaining the potable water, wastewater, and reclaim water facilities and infrastructure owned and/or operated by Lee County

**On Demand Reading** is performed immediately or more precisely at the scheduled date and time.

**One-time payment** means a free electronic payment option through which utility bill payments are scheduled manually to be deducted from a customer's financial account in the amount and on the date selected by the customer each month.

**Owner of Record** means the legal recognized owner, or authorized representative, of real property within Lee County, FL. The owner of record will be identified through Lee County's Property Appraiser's website, [www.LeePa.org](http://www.LeePa.org).

**Paperless Bill** means the electronic notification to an email address designated by the customer that a utility bill has been generated by LCU.

**Pound per Square Inch (PSI)** means pounds-force per square inch a unit of pressure.

**Remote Disconnect** is the ability to remotely connect or disconnect water service from our Customer Service office, eliminating the need for utility personnel to visit the customer's premises.

**SSI** means Supplemental Security Income.

**Submeters/Submetering** means a system that allows for multi-family or multi-unit tenants, which are served by one or several large supply water meters supplied by LCU, but the multi-family or multi-unit tenants elect to install and/or bill each individual dwelling unit for their utility usage.

**User ID** means a login ID chosen by the customer when signing up for the Customer Self-Service Center website.

**VA** means United States Veterans Affairs (formerly Veterans Administration).

### 3. BUSINESS OFFICES LOCATION AND CONTACT INFORMATION

#### A. Administrative Office

Utilities Department  
Community Development and Public Works Center  
3<sup>rd</sup> Floor  
1500 Monroe St.  
Fort Myers, FL 33901  
Phone: (239) 533-8100  
[www.leegov.com/utilities](http://www.leegov.com/utilities)  
Monday thru Friday, excluding holidays

#### B. Customer Service Center

Utilities Customer Service  
7391 College Parkway  
Fort Myers, FL 33907  
Call Center Phone: (239) 533-8845  
[utilities@leegov.com](mailto:utilities@leegov.com)  
Monday thru Friday, excluding holidays

#### C. New Construction & Development

New Construction & Development  
Community Development and Public Works Center  
1<sup>st</sup> Floor  
1500 Monroe St.  
Fort Myers, FL 33901  
Phone: 239-533-8160  
[LCUNewInstalls@leegov.com](mailto:LCUNewInstalls@leegov.com)  
Monday thru Friday, excluding holidays

#### D. Virtual Office

1. Web Page  
[www.leegov.com/utilities](http://www.leegov.com/utilities)
2. On-line Customer Portal  
[www.myutilities.leegov.com](http://www.myutilities.leegov.com)
3. Mobile Applications through Google Play and App Store.
  - a) LCU Pay: The mobile app allows customers to manage their account and make payments using their smart device.
  - b) LCU Service Requests: This mobile app allows customers to establish utility services and other service requests using their smart device.

## 4. UTILITIES SERVICES

### A. Water Service

#### 1. Limitation of Use

Water service purchased from LCU 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. Water service furnished to the customer will be rendered directly to the customer through a LCU meter and shall be for the customer's own use. Where water is delivered to a multi-family unit, the customer shall not recover more than LCU's cost to deliver services to the customer plus administrative costs to manage the utility billing. Unless approved by LCU, 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 them.

#### 2. Extent of County Maintenance on the Water Systems

LCU is responsible for maintaining the service lines leading up to and including, the customer's water meter and meter housing. The water pipes and equipment located beyond the water meter are the responsibility of the customer.

#### 3. Cross Connection Control

The customer's cross connection control system is designed to protect the public water supply from the possibility of contamination or pollution by isolating actual and/or potential cross connection from the public potable water supply system that could create backflow by backpressure or back siphonage. Any customer, as deemed necessary by LCU, shall have appropriate and approved operating cross connection control assembly(ies). Customers are responsible for the installation and maintenance of their cross connection control assembly(ies). A cross connection control assembly(ies) not installed and operating properly shall constitute grounds for immediate water disconnection.

At the expense of the Customer, all cross connection control assemblies shall be inspected and tested upon installation and as required by the LCU's Cross Connection Control Policy. All test results must comply with the requirements specified in LCU's Cross Connection Control policy which is published on LCU's website. A copy of the inspection report must be supplied to LCU. Through the use of Backflow Solutions, Inc. (BSI) on-line, the customer is responsible to notify LCU of any addition of, or change in, cross connection control assembly and provide the required information (make, model, size, serial number, etc.).

## **B. Wastewater Service**

### **1. Common Residential 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.

### **2. Extent of County Maintenance on the Wastewater System**

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

### **3. Reclaimed Water**

Customers wishing to use reclaimed water shall apply for a permit with LCU. Reclaimed water shall only be used for the purposes specified in the permit. All reclaimed customers shall have an appropriate and approved cross connection control device on their potable water services. The necessity for this is to provide all potable water customers with additional safety factors involving their potable water.

### **4. Customer's Maintenance**

The customer shall have ownership of and be responsible for the maintenance of all piping from the designated service lateral, the plumbing from the connection at the service lateral, into and including the house plumbing. The customer shall be responsible for connections made to LCU's piping including the integrity of the connection to a LCU service lateral. Costs for correcting improperly made connections shall be the responsibility of the property owner. The customer is responsible for providing an accessible clean-out at the wastewater tap or before the wastewater tap on the customer's side of the service lateral. LCU 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 wastewater facilities. Removal of the clean-out cap to allow groundwater drainage from the customer's property or adjacent property is not permissible. A fine may be assessed to the customer for each occurrence as established by the current BOCC approved Rate Resolution in effect.

In the case of municipally or privately owned utilities, LCU's responsibility for the cost of maintenance ends at the point of connection to LCU systems. LCU retains all rights to insist on proper maintenance of these facilities and to exclude infiltration, inflow and/or harmful wastes by the owners. Customer is responsible to notify LCU of any addition of or change in grease interceptor installed on the premises (including under sink mounted).

## **5. Septic Tank Waste**

LCU does not accept septic waste, sewage treatment plant sludge wastes or septic tank pump-outs at its collection system or wastewater treatment facilities.

## **6. Industrial Waste**

Whenever sewage or liquid wastes from any manufacturing or industrial plant, building or premise (not including storm water) is considered excessive or detrimental to LCU's wastewater collection system or treatment facilities, charges for the disposal of said waste will be established by contract or by a special charge for unusual cases. In lieu of the special charge, LCU has the right to require the pretreatment of industrial wastes and charges for excessive parameters and higher levels of contaminants may be imposed.

LCU has the power, jurisdiction, and supervision over all dischargers of wastewater into LCU owned treatment facilities, including the wastewater collection systems and all associated piping, lift stations and pump stations. LCU Industrial Pretreatment of Wastewater Ordinance and Grease Management Ordinance prohibits industrial users from discharging any pollutant that may pass through or cause interference with any part of LCU facilities.

## **5. NEW CONSTRUCTION AND DEVELOPMENT**

### **A. Pre-Development**

LCU's New Development Department support and works closely with developers and local planning authorities to prepare workable and economical solutions with new water and/or wastewater needs. Pre-development meetings will identify project-related issues and allow for exchange of information.

### **B. Planning**

LCU's New Development Department will review all planning applications. Early communications with a proposed application will prevent possible delays to any development.

### **C. Water**

#### **1. New Water Service Connection**

New water service connection shall be processed at the New Development Department located at the Community Development and Public Works Center. All new water service connections shall require the payment of applicable connection, meter, and permit fees.

## 2. Water Line Installation

### a) Service Line Size

LCU will provide a standard service line sufficient to serve the lot or parcel adjacent to an existing main owned by the County upon advance payment by the customer for applicable service being provided. In the event that a service line larger than 2" is necessary to serve the customer with an adequate supply of water, a developer project may be required.

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

Valves of corresponding line size may be installed on the customer's side of the meter between the meter installation and the point(s) of usage. This will provide the customer with shut-off protection without requiring the service of LCU personnel for whatever reason the customer deems necessary.

Because duplication of service lines is an unnecessary expense, water service and meter locations are to be placed where LCU deems necessary. Exceptions may be permitted at the expense of the customer.

Water service to any structure upon any given property shall only be rendered from LCU owned mains 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 LCU. LCU shall have the right to require extensions of its water mains and other facilities for proper service. LCU may also require such permanent legal agreements, which LCU deems necessary in order to carry out the intent of this section.

Connection to LCU systems, for any purpose whatsoever, is to be made only by its employees or contractors with the full approval of LCU. 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 purpose.

That portion of the customer's installation of 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 LCU, 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 piping systems on the customer's property, one of which contains potable water from LCU's water mains and another containing a liquid from any other source such as a private well supply.

**b) Meter Type and Size**

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

**c) Location of Meter**

When LCU considers it advisable, the customer shall provide, at no cost to LCU, an adequate and proper easement for the installation of meters and other similar devices within the premise to be served. 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. In no case shall the meters be installed in driveways.

Water meters shall be installed and kept in grassy or mulched areas and not within a fenced area. The customer is responsible for keeping the area surrounding the meter box clear of shrubbery or other obstructions. LCU reserves the right to discontinue water service to any location where such interference exists. If the customer parks a vehicle over the water meter, LCU reserves the right to have the vehicle towed. All towing costs will be the responsibility of the customer.

**d) Installation of Water Meters**

LCU will install and properly maintain all meters and metering equipment as may be necessary to measure water delivered to the customer once the customer has paid the applicable fees. No meter will be installed which has an error of more than the recommended standard limits as established by the American Water Works Association. Whenever a periodic or any other test shows that a meter exceeds these limits, it will be repaired or replaced.

**D. Wastewater**

**1. New Wastewater Service**

New wastewater service connection shall be processed at the New Development Department located at the Community Development and Public Works Center. All new wastewater service connections shall require the payment of applicable connection, and permit fees.

Where existing service laterals have been provided, the customer shall pay the entire expense of the connection to the facilities within their property. Where service laterals have not been



provided, the customer shall be responsible for payment of all costs of constructing the connection from the wastewater 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 (capacity) fees and construction charges, if appropriate.

LCU will waive the monthly wastewater charges for new construction projects, if a new wastewater connection has been made in conjunction with the installation of a new potable meter for the same structure, until one of the following occurs:

- a) The maximum time period of 6 months has passed from the time that the new potable meter connection was made to the structure.
- b) A certificate of occupancy is issued.

## 2. New Reclaimed Water Service

In locations where reclaimed water is available, LCU will require requests from commercial or residential developments for irrigating purposes to utilize reclaimed water. The developer shall be responsible to retain a Professional Engineer, registered in the State of Florida, to determine the quantity of reclaimed water which can be effectively utilized by the development. LCU will consider, on a case-by-case basis, the anticipated reclaimed water quantity, which can be utilized, the quantity of wastewater flow, and location of the development with respect to existing reuse lines to determine whether or not any reuse is provided.

## E. New Construction Fees

A Commitment to Provide Service document required for a building permit will only be issued for any premise(s) within LCU's service area; after all applicable fees are paid. Additional services to the same property may also be obtained upon application and payment of required fees.

### 1. Types of Service Connections

LCU renders service to several general classifications of properties:

#### a) Residential

The residential classification applies to dwellings or homes that are used for personal use.

##### i. Single-Family

The single-family classification applies to individually metered residential dwelling units. Buildings designed for one dwelling unit, two dwelling units, or more than two dwelling units that are individually metered are considered single-family. Mobile Homes or Recreational Vehicle lots that are individually metered are considered single-family.

**ii. Two-Family Duplex**

The two-family duplex classification means a single, freestanding, conventional building on a single lot, designed for two dwelling units under single ownerships, or wherein each dwelling unit is separately owned or leased but the lot is held under common ownership. Each two-family duplex dwelling's water consumption is metered as one.

**iii. Multi-Family**

The multi-family classification applies to all services where one water meter serves more than two residential units.

This classification includes what are generally considered ancillary buildings that are used for common use (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 consolidated into one bill and the charges are billed using the multi-unit rate.

**iv. Mobile Home**

A mobile home classification consists of a structure, transportable in one or more sections, which is 8 feet or more in body width and which is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities. Each mobile home dwelling's water consumption is metered as one.

**v. Recreational Vehicle**

The recreational vehicle classification consists of a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities. Each recreational vehicle dwelling's water consumption is metered one.

For those accounts where one master meter serves mobile homes and/or recreational vehicles, the water consumption will be converted to an ERU.

**b) Commercial**

The commercial classification applies to one water meter serving one or more commercial establishment(s) and related services.

**i. Irrigation**

The irrigation classification applies to all services where one meter is used solely for the purpose of irrigation.

Green space irrigation shall include, but is not limited to the following:

- Agriculture
- Nursery use
- Landscape
- Golf courses
- Clay tennis courts

**ii. Non-Irrigation**

The non-irrigation classification applies to commercial services where the meter supplies water for commercial processes. This pertains to ice manufacturing, car wash, marine boat or dock wash, food processing, community pools, etc. This does not include water for green space, landscape, or other irrigation purposes.

Affidavits must be submitted annually in order to maintain the non-irrigation rate. Failure to submit an affidavit may result in a change in the customer's billing rate.

In the event irrigation is found, the account shall be reclassified accordingly and back charges may occur up to twelve (12) months in arrears.

**iii. Fire Protection**

The fire protection classification is intended to provide an emergency supply of water exclusively for fire protection and suppression purposes. The portion of the customer's installation to which this service is rendered must be entirely separate and apart from the customer's installation for domestic water service. Even though LCU does not guarantee fire flows, their goal is to maintain water pressure at or above 20 pounds per square inch (PSI). LCU has a standard operating procedure for ensuring the maximum flow and pressure in times of emergencies, and is coordinated between the Fire Districts and LCU.

**iv. Hydrant Meter Service**

The hydrant water service classification enables customers to receive a temporary hydrant water meter while completing a construction project or where a customer's business activity requires that they temporarily obtain water from locations within the LCU service area.

**v. Wholesale Service**

The wholesale classification applies to services where the wholesale customer:

- i. Resells such services to its customers in accordance with Florida law and County ordinances; and
- ii. Maintains all distribution systems, valves, hydrants, service connections, and meters in the public rights-of-way or valid easements within its recognized service area.

The terms for providing wholesale water service to a qualifying applicant will be established by an agreement between the applicant and the County.

**vi. Reclaimed Water**

The reclaimed water classification refers to treated wastewater used for landscaping irrigation only. For billing purposes, each individual service or meter will be billed according to the appropriate classification as per the BOCC approved Rate Resolution in effect.

**2. Connection (Capacity) Fees**

Connection (capacity) fees are used to expand existing and/or build new treatment facilities to accommodate the increased demand. The purpose of the connection (capacity) fees is to assign growth-related capital expenditures to those new customers who directly benefit from the cost of the improvements.

Connection (capacity) fees are based on Equivalent Residential Units (herein called ERUs) as designated in the Lee County Design Manual. The actual connection fee charges are calculated by multiplying the number of ERUs designated, times the connection fee per ERU. Refer to the most current BOCC approved rate resolution for the applicable connection fee rates.

**3. Connection Fee Classification Types**

**a) Residential Service**

Residential connection (capacity) fees are first based on how it is metered (all individually metered residential units are considered single-family) and then on the number and type of units located at the property; Single Family Residential homes are assigned 1.0 ERU per home.

- i. Single Family Residential homes are assigned 1.0 ERU per home.
- ii. Multi-Family Residential homes are assigned .80 ERU per Unit.
- iii. Mobile Homes, within a mobile home community, are assigned .80 ERU each.

iv. Recreational Vehicles are assigned .40 ERU per Unit or Lot.

**b) Commercial and All Non-Residential Service**

The Commercial and Non-Residential Connection (Capacity) Fee is based on the flow rates as outlined in Florida Administrative Code, Chapter 64E-6.008. The resulting GPD flow contribution will be multiplied by the respective rate per gallon. Twelve (12) months of historical flows may be used to calculate average GPD if there is sufficient evidence that shows that the use of the water and meter flows are consistent with the new service requested, and there are at least six comparable locations.

**4. Payment of Connection Fees (Prepaid Capacity Fees)**

Connection (capacity) fees are charged to new construction projects based on the BOCC approved Rate Resolution in effect.

Construction projects are required to pay 50% of the applicable connection (capacity) fees at the time the County is asked to commit the capacity to provide service to the property.

The remaining 50% is to be paid prior to the constructed assets being contributed to LCU and accepted by the Lee County Utilities Department Director or designee, for operations and maintenance.

LCU's commitment to provide service is limited to two (2) years unless payment of the remaining 50% is made within the same two (2) year period. If the final 50% is paid within two (2) years of the first payment being received, the remaining 50% will be charged the rates that were in effect at the time the first 50% were paid.

The customer may petition (in writing) for an extension of time for commitment which shall not extend beyond three (3) additional years. The Lee County Utilities Department Director or designee will consider all petitions for extension of commitment. Development plans must meet LCU's current Design Manual Standards to qualify for a time extension for commitment to serve. If the final payment is made more than two (2) years after the date the first payment was received, the connection (capacity) fees for the entire project will be based on the rates in effect at the time of the final payment.

If the developer requests to amend the development order which results in a need for additional ERUs, the additional ERU connection fee will be based on the rates in effect at the time of the amendment's approval. Previously paid fees are applied towards the entire project's connection (capacity) fees without consideration of inflation or the time value of money.

Letters of Credit will not be acceptable as payment of connection (capacity) fees.

## **5. Affordable Housing Connection Fee Deferral Program**

Affordable housing projects that qualify for the Local Housing Assistance Program (LHAP) Utility Connection Fee Deferral Program incentive may have their connection (capacity) fees deferred until the time of individual building permit application. A letter from the Department of Community Development Director, or designee, certifying that the project qualifies for the incentive, must be provided. Connection (capacity) fees for on-site lift stations will be required to be paid in the standard method, noted above.

## **6. Refunding Connection (Capacity) Fees**

Requests for the refund of connection (capacity) fees must be made in writing to the Lee County Utilities Department Director or designee within two (2) years of the date the initial 50% connection (capacity) fees were paid. If a refund is requested and approved within this time frame, 100% of the amount paid toward connection (capacity) fees may be refunded if the customer determines the project is not going to be constructed and the commitment for capacity to serve the project is no longer needed.

For projects located within other utility franchise areas and receiving temporary service from LCU; connection (capacity) fee refunds shall be 100% refunded if disconnected within two (2) years. If disconnected after two (2) years, the refund will be 90% of the amount paid.

## **7. Transferring Connection (Capacity) Fees to another Project**

Connection (capacity) fees are transferrable to other projects upon prior written approval from LCU. The transferred fees do not extend the initial reservation of capacity beyond two years from the date of initial payment.

## **8. Assignment of Connection (Capacity) Fees**

If a customer does not qualify for a refund of their connection (capacity) fees, they shall have the right to request a full or partial assignment of their connection (capacity) fees to a third party. Such assignment shall be submitted to LCU in writing. The assignment is contingent upon approval by LCU.

The assignment does not extend the initial reservation of capacity beyond two years from the date of initial payment.

## **9. Water Meter Installation Fees**

Water meter installation (drop-in) fees are used to recover the cost of meter installation to new connections including installation of the meter, meter box (if necessary), and restoration. Water Meter Installation Fees are charged based on the BOCC approved Rate Resolution in effect.

**a) Tap-in Fees**

Tap-in Fees are used to recover the cost of the meter installation plus the cost of tapping the water main. The Tap-in Fee also includes the cost associated with directional boring (where applicable) to the water main. The Tap-in Fees are charged based on the BOCC approved Rate Resolution in effect.

**b) Direct Tap into an Existing Service Lines**

To obtain utility service through an existing Utility service line, an application (found at [www.leegov.com/utilities](http://www.leegov.com/utilities)) plus payment for associated services should be presented to the New Construction office located at the Community Development and Public Works Center.

**10. Developer Contributed Infrastructure**

To obtain utility service for a project not served directly from an existing utility service line and/or involving the construction of developer contributed infrastructure that has received all required approvals from Lee County's Department of Community Development, an application by a licensed Professional Engineer (P.E.) registered in the State of Florida hired by the developer plus payment for applicable plan review fees should be made to the New Development office. Plan review fees are determined based upon the BOCC Rate Resolution in effect.

If the Developer requests an Amendment to the Development Order which results in a change in the ERUs committed to being served, the connection (capacity) fees associated with this change will be based on the connection (capacity) fees in effect at the time of the Amendment's approval.

Customers developing larger projects in phases are encouraged to provide their long-range plans to LCU so that these plans may be considered as LCU plans to provide for future 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 (capacity) fee expense and help avoid reaching the commitment of total plant capacity earlier than necessary.

**F. Hardship Program**

Lee County Utilities must charge connection or tap fees to all customers as required by County Ordinance. However, LCU will allow customers who meet State of Florida's Department of Housing and Urban Development low-income guidelines to make monthly incremental payments towards their Connection and/or tap fees, if the property is an existing single-family structure without water and/or sewer connection. The incremental payment period for those qualifying as low income shall not exceed twenty-four months. The incremental period for those qualifying as very low or extremely low income shall not exceed thirty-six months.

## 1. Hardship Application

To take advantage of the hardship program, customers must submit an application and all supporting documents to LCU. The application can be obtained through LCU located at the Community Development and Public Works Center at 1500 Monroe Street.

The hardship application must be fully completed, signed and notarized and all supporting documents received before it will be considered for approval.

- a) When questions on the application form are incomplete, information may be requested from the applicant by telephone or electronic communications. If the applicant cannot be reached or the information cannot be clarified, a written request for further information will be mailed to the applicant.
- b) If the required information is not provided within thirty (30) calendar days, the application will receive no further consideration and the applicant will be denied approval.
- c) Applicants who have submitted complete information will be mailed a letter of approval or denial within thirty (30) days. A denial letter will provide an explanation of the appeals process.
- d) It is the applicant's responsibility to keep LCU advised of any change of mailing address and/or circumstances.

## 2. Qualifications for Hardship

- a) The total gross income generated by all residents of the property must meet the definition of low, very low, or extremely low income as defined by the State of Florida's Department of Housing and Urban Development (HUD) guidelines at the time of application.

The residents of the dwelling must provide proof of total gross income including copies of tax returns, pay stubs for one month, supplemental security income, and bank statements.

Income shall not include VA education benefits, SSI, unemployment benefits, foster care benefits, food stamp benefits, and income from minors or financially dependent full-time students under the age of 21.

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 may be used to predict gross annual income.

The low-income requirement may be waived provided that the applicant(s) can show that they qualify for a medical hardship that is considered catastrophic or long-term.

- b) The applicant(s) must be the owner(s) of and reside at the dwelling for which the application is being made and where LCU service will be received. This program does not apply to vacant property or new residential construction.



- c) The applicant(s) must show proof of Homestead Exemption. A Homestead Exemption certification must have been issued to the property from the prior tax year. A new application for Homestead Exemption status does not qualify as proof.
- d) The applicant(s) must show proof that the property taxes are paid and current for the property.
- e) The applicant(s) must provide statements from all lien holders that the property is not subject to pending or threatened foreclosure or default that creates a lien against the property.
- f) The applicant(s) must provide a statement that no mortgage or other encumbrances that creates a lien against the property is in default.
- g) The applicant(s) must agree to a voluntary placement of a lien on the property being served. 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 (60) days beyond the due date. Service may not resume until the account's delinquent balance is paid. Liens must be satisfied at the time property is sold or transferred, such as in the case of a quitclaim deed. Hardship approval may not be transferred to any other owner or entity. For accounts with sewer-only service to the site, a lien for the full amount due may be placed on the property, until the account balance reaches zero dollars. The Board authorizes liens to be placed and removed by the Lee County Utilities Department Director or designee.

The hardship applicant(s) will be responsible for full and adequate disclosure of information required for acceptance into the hardship program. If the applicant(s) fail or refuse to give full disclosure during the application process, the application submittal will be denied.

If the applicant(s) provide false information and an application is approved on that basis, the applicant(s) shall be immediately disqualified and the County will take all appropriate legal action against the applicant(s).

#### **G. Meter Ownership**

Ownership of direct meters and metering equipment shall be and remain with LCU. All submeters and/or auxiliary meters will be the sole responsibility of the customer.

#### **H. Electrical Currents**

Electrical currents are occasionally found to be conducted through water lines. Such conditions may exist when,

1. The water piping system is being used to ground appliances or electrical equipment (ranges, washing machines, switch boxes, etc)

2. The water piping is conductive
3. An “open” neutral exists in an electrical line  
or
4. Other causes

When such hazardous conditions are found, LCU will give the customer 48 hours to correct the problem. If the hazard continues after 48 hours, service shall be subject to immediate disconnection without further notice and costs associated with the disconnection of service will be billed to the customer.

#### **I. Inspection/Indemnification**

LCU reserves the right to inspect the customer’s installations prior to rendering service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

The customer shall indemnify, hold harmless and defend LCU from and against any and all liability, proceedings, suits, costs or expense 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, where inspection is required by governmental rules or ordinances, LCU shall discontinue service if the inspecting authority notifies LCU that the installation has not been approved.

#### **J. Right-of-Way Access**

The customer shall grant or cause to be granted to LCU all rights, easements, permits and privileges which, in its opinion, are necessary for the rendering and maintaining of service. Such rights, easements and privileges shall be at no cost to LCU.

#### **K. Unauthorized Work to LCU’s Water, Reclaim, and Wastewater Systems**

No person shall tamper with, work on, make connection with, or in any way alter or damage LCU’s water, reclaim, and/or wastewater systems without prior written permission from LCU. If tampering is found, and it causes LCU to repair or remove its services between the meter and the main, the actual cost to make repairs and reconnect service will be charged to the customer. In addition, a tampering fee (per the BOCC approved Rate Resolution in effect) may be imposed whenever there is an unauthorized connection to LCU’s service lines. LCU may discontinue service upon reasonable notice to the customer for any infraction of this regulation, per Florida Statute 812.14.

#### **L. Protecting County Property**

The customer shall properly protect LCU’s property on the customer’s premises and shall permit no access except to LCU agents, designees or persons authorized by law. In the event of any loss or damage to LCU property caused by carelessness, neglect, and misuse by the customer or an unauthorized agent of the customer, the cost of making repairs will be the responsibility of the customer.

When service lines, meters, mains or other equipment are damaged by contractors, construction companies, governmental agencies or others, such damages will be repaired by LCU, and the cost to make repairs will be charged to the party or parties causing the damage. (Water use/Wastewater charges may apply). Should obstacles prevent access to the meter box, it is the customer's responsibility to remove said obstacles.

#### **M. Emergency Service**

LCU receives requests from time to time from regulatory agencies, interested citizens or the BOCC to provide emergency water service to the residents of Lee County. The need for water service may arise from the failure of a private water source, private treatment plant equipment failure or other conditions which produce a need to acquire water for immediate use. LCU will strive to provide water service on a temporary basis based on the needs and availability of water service. Under such conditions, LCU reserves the right to impose the financing of water or wastewater connection (capacity) fees if the permanent connection to LCU's water distribution system is desired.

#### **N. Continuity of Service**

LCU 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. LCU will not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, and litigation, shutdowns for repairs or adjustments, interference by governmental agencies, failure of electric power, acts of God or other causes beyond its control. LCU will notify the local media a minimum of 24 hours in advance of any planned widespread shut-off. Smaller areas may be notified of shut-off by the use of door hangers.

#### **O. Mobile Meter & Hydrant Meter Service**

Requests for mobile and hydrant meters can be made through the New Construction office located at the Community Development and Public Works Center.

Hydrant Meters must be approved by Development Review and are ONLY to be used on hydrants located within the LCU's service area. (A map of the LCU service area is available upon request.) Hydrant meters should not be relocated without prior approval by LCU.

The mobile meter is to be used only in the daily operations of the customer's business.

The mobile meter customer will be responsible for providing water usage information to LCU on a monthly basis. In addition, the mobile and hydrant meters will be made available for inspection twice a year to ensure that it is properly recording water usage.

The customer obtains water from a LCU fire hydrant utilizing the assigned LCU water meter and the cross-connection control devices connected to the temporary water meter.

Non-approved usage or removal of the cross-connection device may result in a tampering fine, water usage charges, and/or charges for the meter. If in the process of obtaining water in an unauthorized manner the water main or hydrant is damaged, the cost of repairs will be imposed for each occurrence.

**P. Right to Refuse Service**

LCU shall have the right to refuse water, reclaim, and/or wastewater service for any outstanding water and/or wastewater statements, fees, or other charges until such time as these statements, fees, or charges are paid in full, or a payment plan arrangement has been made.

**Q. Access to Premises**

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

**6. CUSTOMER SERVICE**

**A. Application for Service**

Service is furnished upon written or electronic application submitted to and accepted by LCU and upon payment for all applicable connection, security deposits, or other service fees. The conditions of such application and the resulting agreement for service are binding upon the customer as well as upon LCU. Applications are accepted by LCU with the understanding that there is no obligation on the part of LCU to render service other than that which is then available from its existing facilities. An application form can be processed through the use of LCU's mobile app or through LCU's website, <http://www.leegov.com/utilities>. Service is first provided to a location based on the proper application of the Owner of Record of such property. Thereafter, service may be established by a person other than the Owner of Record, such as a tenant or lessee, only upon execution of a Landlord Cut-In Agreement pursuant to section H hereunder.

**B. New Customer Account Application Packet**

Due to the Federal Trade Commission's (FTC) Red Flag (Identity Theft Protection Program) requirements, no application for service shall be accepted without the following:

1. A signed application through a signed paper form or electronically through LCU's mobile app or web site.
2. Proof of ownership, lease or rental agreement, or purchase agreement.

**3. A government-issued photo id (for residential accounts) OR A W-9 (for commercial accounts)**

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

All new service applications submitted before 12:00 p.m., during normal business hours, will be processed the same day. All service requests received after 12:00 p.m., during normal business hours, will be processed the following business day.

**C. Guarantee Customer Deposits**

**1. Initial Customer Deposits Collected**

Upon opening an account, a guarantee deposit shall be billed to the customer for each service address. The amount thereof shall comply with the appropriate current BOCC approved Rate Resolution.

**2. Waiving Customer Deposit**

Deposits may be waived for single-family residences only under one of the following three conditions:

- a)** The customer has had an established account with LCU within the last two (2) years, meeting BOTH of the following criteria:
  - i.** The service provided by LCU was for at least twelve (12) months. During these months, service was not disconnected for a delinquent unpaid balance.
  - ii.** No dishonored payments were received by LCU from the customer.
- b)** The customer can provide a letter of reference from their previous utility provider (Gas, Water, Electric) confirming that services were provided within the last 2 years AND that their account has had a good payment history within the last twelve (12) months of service.
- c)** The customer enrolls in both LCU's monthly autopay program and paperless billing programs. The customer will be allowed seven (7) calendar days from the start of their new account to subscribe to LCU's autopay and paperless billing or a guarantee deposit shall be billed to the customer for each service address. At the time of the first scheduled automatic payment, insufficient funds or a rejected payment will result in a deposit being charged.

### **3. Irrevocable Letters of Credit or Surety Bond**

An irrevocable letter of credit from an approved bank may be accepted to guarantee deposits of \$10,000 or greater. A blanket irrevocable letter of credit from an approved bank may be accepted to guarantee deposits for the same customer with multiple guarantee deposits totaling \$10,000 or greater. It is the responsibility of the customer to keep the letter of credit current by notifying their bank before the annual renewal date. If a letter of credit expires without renewal, the customer will be billed a guarantee deposit(s) for each account, the amount thereof shall comply with the appropriate fee schedules. The customer will be allowed thirty (30) calendar days to pay the guarantee deposit after billing or to provide a new letter of credit.

### **4. Refunding of Customer Deposit**

Customer deposits will be credited to the customer's account for all account types, both residential and commercial that has met all of the following:

- a) The customer has had twenty-three (23) months of continuous service.
- b) The customer has not provided LCU with a dishonored payment.
- c) The customer has not had more than two (2) late payments.
- d) The customer's service was not disconnected for non-payment.
- e) The customer has not illegally tampered with their water meter.

If a customer terminates service before 23 months of continuous service has lapsed, the security deposit(s) will be applied as a credit to their final bill. Any remaining credit balance will be refunded to the customer. Requests to issue County Warrants (refunds) must be verified and checks issued via the Lee County Finance Department. The processing time for deposit refunds can take between 2-4 weeks from regular billing date. No LCU employee, or other County employee, or contract operator for LCU, has authorization to directly disburse funds to the customer. LCU 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 LCU.

Any refund less than \$5 will not be returned to the customer, unless a written request has been submitted by the customer.

### **5. Transfer of Deposits**

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

- a) Customer provides a turn-off date for the account which holds the deposit being transferred.
- b) Turn-off date for the previous location and turn-on date for the current location is not greater than 14 calendar days.

- c) Customer account is not in arrears at the time request is made to transfer the deposit.
- d) The name for both accounts remains exactly the same.
- e) A deposit may not be transferred to another customer.

#### **6. Customer Deposits Not Required**

Governmental agencies, other public utilities, State Universities and Colleges and Non-Profit Organizations (such as churches, schools and other charitable groups) are not required to pay a deposit. All Non-Profit Organizations who wish to have their deposit waived must be registered with the State of Florida and provide LCU with a copy of their Certificate of Exemption.

#### **7. Additional Customer Deposits**

An additional customer guarantee deposit amounts may be required in order to secure payment of current bills. If a deposit does not currently exist on an account, the full amount of the water and/or sewer deposit required per current resolution will be charged to the account. If a deposit exists for an account, which is less than the amount required per the current resolution, the difference will be charged to the account to bring the deposit up to current requirements.

An additional deposit(s) may be required when the customer, in the preceding twelve months, had any of the following happen:

- a) Paid their Utility bill using a dishonored instrument.
- b) Had their service disconnected for nonpayment, for at least two (2) times, or had it paid/extended in the field in the past twelve months.
- c) Tampered with the meter.
- d) Used service in an unauthorized or fraudulent manner.
- e) If the Lee County Utilities Department Director or designee deems an account to be a potential credit risk to LCU. A deposit may be required that equals the potential credit risk to LCU.

When a residential or commercial customer, previously required to pay any of the above additional deposits has experienced no further occurrences of infractions for a period of twenty-three (23) months, any deposits held will be credited to the customer's account.

#### **D. Prior Indebtedness**

LCU may 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 LCU of such family, household, organization or business has been paid in full. This also applies to a named secondary account holder at the time of application that may include a legal spouse, additional tenant on the lease, and/or co-owners of the property.

#### **E. Rejection of Application**

LCU may reject an application for utility services if the applicant does not provide all the items as outlined in the new customer account application packet.

1. If the applicant does not present a valid ID, proof of ownership, and properly filled new account application.
2. If the applicant has been found to have committed fraud or misrepresented any part of their application.

#### **F. Transfer of Service within LCU Service Area**

When a customer moves to a new residence within the LCU service area, the Customer must complete the following:

1. Bring their account balance(s) to current,
2. Complete a Transfer Request form,
3. Provide proof of ownership, rental agreement or lease,
4. Provide a valid Government-issued photo ID or a W-9 for commercial businesses.

There can only be a 14 days difference between the turn-off date (for the old residence) and the turn-on date (for the new residence).

Additional deposits may be applied to the customer's account when the level of service increases from the old address to the new address.

#### **G. Returning Customers at Same Site Address**

A customer with a closed account may reconnect service at the same address without completing a new account application and paying a deposit unless the following conditions exist:

1. It has been over two (2) years since the owner of property has had service with LCU, or
2. If it has been under two (2) years since the owner of the property has had service with LCU and their account has been in poor standing.

In these cases, the customer will be required to complete a new account application, and a deposit will be billed to the account (if needed).



## **H. Landlord Cut-In Agreements**

In order for persons other than the Owner of Record to establish service, a Landlord Cut-in Agreement must be executed between LCU and the Owner of Record for both residential and commercial accounts.

Pursuant to the Landlord Cut-in Agreement, the Owner of Record is responsible for all usage and billing at the service location when there is no active tenant account. A tenant account will become active at the time an application is submitted by a tenant and accepted by LCU. A tenant account will become inactive after notice is received by LCU that the tenant has vacated the premises. The closing read for the tenant is the opening read for the landlord's cut-in period.

The Landlord Cut-in Agreement should be completed before the rental process takes place. If Landlord Cut-in Agreement is not received for service, then a signed lease shall serve in lieu of the Landlord Cut-in Agreement.

## **I. Account Maintenance**

### **1. Name Changes**

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 LCU Customer Service Center.

- a)** An existing customer (account holder) requesting a name change on their account due to a change in marital status is required to provide LCU with a copy of their marriage license or other legal documentation confirming the name change.
- b)** A request for a name change on an account due to a divorce settlement where properties are awarded to one spouse will require copies of said divorce decree document.
- c)** Due to death, a request for a name change from a deceased existing account holder's name to a surviving spouse's name will require a copy of the death certificate listing the requested party as the survivor. If the survivor is not the spouse of the deceased, then a new account set-up will be required.
- d)** For all other circumstances, LCU shall, at its discretion, determine what legal documentation will be required.

### **2. Third Parties**

Third-party notification is available for customers who wish to have a designated third party receive a duplicate bill or reminder notice, if one is issued to the customer.

### **3. Service Calls**

#### **1. Site Visit**

When a site visit to a meter location is requested by the customer, and the visit is outside of the normal and routine maintenance service provided by LCU, a service charge shall be assessed based upon the adopted rate resolution, as approved by the BOCC.

#### **2. Same Day Service**

Any new account turn-on requests made before 12:00 p.m. will be processed and completed that same day. Requests after 12:00 p.m. will be scheduled for the following business day.

#### **3. Emergency After Hours Service Calls**

Requests for service after normal business hours will be granted only when “emergency” circumstances exist. Nonpayment of utility bills does not constitute an emergency. A service charge, based upon the adopted rate resolution, as approved by the BOCC, may be applicable to emergency after hours service calls.

### **J. Terminating Service**

When a customer terminates service, or there is a change of occupancy, the outgoing customer must notify LCU at least one (1) business day in advance of the day the account needs to be closed.

- 1.** Any requests to have an AMI water meter be issued a hard disconnect will incur a trip charge. Monthly administrative and base charges will continue to be assessed to each service at the location. The monthly administrative and base charges will be the responsibility of the Owner of Record.
- 2.** The outgoing customer will be held responsible for all services rendered until notice has been received by LCU. If notice has not been received by LCU, the application of a successor occupant for water service will automatically terminate the prior customer’s account.
- 3.** If termination of service is requested of a multi-family account due to the sale/transfer of the property, and the new owner has not presented themselves to establish new service, LCU will proceed with the termination order from the previous owner.

### **7. RATES, FEES, AND CHARGES**

Each bill for service shall not be less than the minimum charge specified per the current BOCC approved Rate Resolution in effect.

## **A. Rates and Fees**

These charges include but are not limited to:

### **1. Base Charges**

Base Charges covers the fixed expenses associated with the operations and maintenance costs for providing water and wastewater services. First and last bills will reflect prorated base charges based upon the number of days of service in each billing period. All residential accounts, including those that have requested a hard disconnect, shall be billed for monthly base charges. If there is not an active tenant at the premise, the monthly base charges will be the responsibility of the Owner of Record.

### **2. Usage Fees**

Usage fees are the variable costs associated with treating water and wastewater and are billed in one thousand gallon increments.

### **3. Service Fees**

The customer shall reimburse LCU for all extra expenses incurred by LCU. The charge to cover such extra expenses shall be the actual costs to LC,U but in no event shall said charges be less than the rate approved by the current BOCC approved rate resolution in effect at the time of occurrence.

Services charges include:

- a) The cost to establish a new customer account.
- b) The cost associated with disconnection for non-payment.
- c) Charges associated for special trips to the customer's premise address.
- d) Return payment fees.
- e) Late Payment fees.

### **4. Wellfield Development Surcharge**

The Wellfield Development Surcharge is assessed those customers whose monthly water consumption exceeds their initial water conservation block during the monthly billing period.

### **5. Administrative Fees**

The administrative fee is assessed to recover the cost to generate and deliver the bill statements to the customer. This fee shall be prorated based on the actual number of days of service shown on the customer's first and final bill.

## **6. Water Restriction Surcharge Adjustment**

In the event that the South Florida Water Management District or other authority having appropriate jurisdiction declares a water shortage requiring a mandatory water usage reduction in the amount of 15%, the water charges will be increased by 18%. In the event that a reduction of water use greater than 15% is required, the County Commission established by resolution, a surcharge based upon the recommendation of the Lee County Utilities Department Director in order to meet revenues required to comply with existing bond debt service covenants, or to meet other requirements of the water system.

## **7. Special Adjustments**

The Lee County Utilities Director reserves the right to make account adjustments based on special circumstances following approval thresholds identified in Lee County Procurement Ordinance #18-22. No customer water or sewer rates can be changed without Board approval.

## **8. Fire Service Charges**

Fire Service Charges are billed monthly on all Fire Protection Service Lines according to the rates established in the current Rate Resolution. Rates are based according to fire line size. Fire Service Charges begin billing the first month after LCU accepts ownership of the fire protection service line up to the gate valve at the property line (regardless of structures on the property).

## **B. Billing Cycle and Due Dates**

### **1. Frequency**

Each account will receive a bill per month, following a schedule set by LCU.

### **2. Billing Cycle**

Invoices for service will be generated and distributed to the customer monthly. The bills will be considered payable when either mailed or a notice has been e-mailed to the customer specified on the customer's account or the customer's paperless billing request.

### **3. Evidence of Consumption**

The services rendered by LCU shall be measured by a water meter. The meter readings shall serve as evidence of the quantity of water delivered to the customers.

#### **4. Meter Readings**

For the purpose of billing, LCU will either manually or electronically read each metered service location one time each month in order to obtain an actual reading of the meter odometer. Services are read by bill cycle number, route number, and sequence number, if applicable.

If a regular reading cannot be obtained on the scheduled read date, a second attempt will be made within a reasonable time. If LCU is still unable to obtain the reading, the customer's reading will be estimated based on the customer's last twelve (12) months of consumption.

If a meter reading is unable to be obtained due to inaccessibility, the meter is not working, severe weather, or other operational challenges, LCU will provide its customers with an estimated utility bill. An estimated utility bill is based upon your past twelve months' average and/or based upon past usage during the same time the previous year. A customer must pay the bill whether it was based on an actual or estimated reading. Actual readings will be provided the following month or until we are able to resume normal operations, so any estimated amounts will be adjusted (+/-) at that time.

#### **5. Due Dates**

Payments for bills are due twenty (20) calendar days after the "Bill Date" shown on the invoice and shall not be considered as having been paid until payment has been received by LCU. Non-receipt of bill by the customer shall not release or diminish the obligation of the customer with respect to the payment thereof.

#### **6. Payment Options**

Bills can be paid in multiple methods. Twenty-four hours a day through the Customer Portal, Mailed to Address on Bill, or Telephone via the Interactive Voice Response (IVR). There are also limited payment options available at the customer service center.

### **C. Bill Disputes**

All meters are tested by the manufacturer prior to installation at the customer's premise, and larger meters are tested by LCU periodically thereafter. When there is a dispute of the meter reading, the customer may elect to request the following:

#### **1. Meter Re-Read**

Customers are allowed to have their meter reading verified once per a twelve (12) month period at no charge. Additional re-read requests are subject to a trip charge per BOCC approved Rate Resolution in effect.

## **2. Field Tests**

Residential customers who have a 5/8" residential meter can request that their meter be tested in the field once per twelve (12) month period at no charge. This is a simple test that verifies that the meter is properly recording water usage. This is accomplished by running 10 gallons of water through a flow gauge and verifying that the meter's register recorded the proper usage.

## **3. Meter Bench Test**

A bench test is a comprehensive test which involves removing the meter from the site and testing it on a calibrated water meter bench device. The meter will undergo a series of tests to verify whether the meter is accurately reflecting water usage.

Any meter which has an error rate more than the recommended standard limits established by the American Water Works Association will be replaced. LCU will estimate the bill for the billing period(s) by either 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, taking into account the capacity of the installation.

If tests show the meter to be accurate, the cost associated with the test will be charged to the customer based on the current BOCC approved Rate Resolution in effect.

## **D. Rate Review for Unexpected Water Loss**

Once within a twelve (12) month billing period and upon a customer's written request, LCU may adjust the customer bill statement for an unexpected water loss. To promote water conservation, this billing adjustment cannot exceed two consecutive billing periods.

### **1. Water Adjustments**

Rather than water being billed at the increased rate steps based on water usage, all water usage during the unexpected water loss period will be billed at the lowest rate step (Per the approved BOCC approved Rate Resolution in effect). When customers use above-average water usage to fill new swimming pools, fountains, etc., no water adjustments will apply.

### **2. Wastewater Adjustments**

For wastewater service, the adjustment will be based on the customer's past (or preceding) three (3) month's billing period. If necessary, due to seasonal occupancy, a previous year's water usage for the same time period may be used to determine the average usage for the three billing periods.

The rate review will not be applied until LCU has evidence that the leak or other cause for high consumption has been corrected, either by presentation of a plumber or parts statement, a letter or email has been received from the customer advising the leak has been repaired or the meter readings indicate a return to normal usage.

The following does not qualify for the purposes of a rate review in the cases of unexpected water loss: new pool installations, pool refills, unless due to a leak, and pressure washing.

This rate review policy is subject to change or maybe canceled without notice.

Utilities Customer Service Representatives may approve payment terms for excessive water and wastewater bills which originate due to leaks. No interest shall apply to this method of partial payment.

#### **E. Back Billings and/or Adjustments for Overbilling**

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 dictated.

Back billing may also occur when any water meter has been found to be defective or ceases to properly register water passing through the meter. The meter will be repaired or replaced and LCU 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.

Charges may be back billed for a period up to six (6) months from the time a water meter is found to be defective or when it is found that the customer has knowingly or unknowingly withheld changes.

Water service overcharges may be refunded for a period of up to forty-eight (48) months from the time a LCU error is identified (Per Florida Statute 95.11(3)(k) & (m)). Customers are responsible for providing accurate information regarding the correct water user classifications.

#### **F. Special Billings**

The purpose of this procedure is to provide a credit adjustment to the sewer portion of a bill of a property owner who has a cooling tower, food production, or water resell. The volume difference between the inflow meters will be used to calculate a credit adjustment with respect to the volume of water that has not returned to the LCU's wastewater system.

A credit adjustment shall be considered for a deduct meter upon completion of the following steps:

1. The property is provided both water and wastewater services by LCU.
2. The property owner has submitted their deduct meter request to Lee County Utilities (LCU) for approval.
3. LCU has approved the proposed placement of the inflow meters that will determine the water portion not entering the wastewater system.
4. The property owner will purchase an approved deduct water meter. Optionally, the property owner may purchase the deduct meter from LCU at the prevailing contractual water meter cost to LCU and will be billed directly on the customer's utility bill or at the time of the new construction application process.
5. The property owner installs, retrofits, and maintains (including replacement at a minimum of every ten years or when deemed necessary) the inflow and outflow meter(s) at no cost to LCU.

6. LCU has completed an onsite inspection and approved that the installation meets LCU's Standards.
7. The property owner provides via email to LCU monthly meter reads from both the inflow meters by an agreed due date, the reads being confirmed with meter register photographs. If the deduct meter was purchased from LCU and technology allows, this process may be automated.
8. The property owner will allow the right of access to LCU employees to inspect the cooling tower/water infrastructure and inflow meters at all reasonable times.
9. The credit adjustment will then be applied to the current or next billing cycle.
10. In the event that the monthly calculated cooling tower usage or other special process usage, exceeds the actual metered monthly water usage of a given facility, the sewer credit issued will not exceed the total sewer usage charge calculated for that particular month. LCU will not roll over or carry forward any excess credits into any subsequent month(s).

## 8. PENALTIES

### A. Late Payment Charge

Unpaid utility accounts will be rendered a final notice for payment on the 21<sup>st</sup> day after the billing date. This notice will state the past due amount, the late charge assessed, and the date payment must be received to avoid termination/disconnection of service. If payment is not received, the account will be assessed late charges as of the 31<sup>st</sup> day after the billing date.

Upon customer request, one late charge per 12 calendar month period may be waived on an account as a courtesy. Accounts with an overall bad credit rating may be denied this courtesy.

### B. Insufficient Funds

Upon receipt of each check or bank draft returned to LCU, which includes payment of a delinquent balance, LCU shall notify the customer by U.S. Mail. Payment must be replaced by presenting cash, credit card, money order, or other guaranteed funds at LCU Customer Service Center or service will be eligible for disconnection.

All checks or instruments returned are subject to a return charge as specified by ordinance or rate resolution. Customers who have at least three (3) checks or instruments returned per calendar year may be subject to being billed an additional security deposit and restricted as to payment method.

### C. Unauthorized Water Usage

All unauthorized water used shall be charged the estimated usage amount at the rate specified in the current BOCC approved Rate Resolution in effect. In addition, a tampering fee (per the BOCC approved



Rate Resolution in effect) may be imposed whenever there is a cut lock, an unauthorized alteration of the meter, or an unauthorized connection to LCU's service lines.

#### **D. Water Conservation**

##### **1. High Usage or Leak**

When water usage reports are found to be irregularly high, LCU's meter services group may temporarily disconnect services if at the time of meter reading it is found that the meter is advancing at a high rate and LCU cannot make contact with the resident at the time of the incident. This approach will lessen the financial impact on LCU's customers and also serve as a water conservation measure. A trip charge may be applicable depending on the frequency or nature of the incident.

##### **2. Irrigation Restriction Violations**

Lee County is under a year-round irrigation restriction. If it is brought to the attention by the public and/or LCU's personnel that a resident or business has been irrigating on the wrong water day and/or for a long period, LCU has the authority to advise the customer of such violation. If the customer is unavailable at the time of the site inspection and it has confirmed that a violation of a State, Regional, and/or local ordinance is occurring, LCU has the authority to disconnect services and apply a trip charge and any applicable penalties to the customer's account.

### **9. COLLECTION PROCESS**

#### **A. Delinquent Monthly Water Service Bills**

Those bills not paid within twenty (20) calendar days after the Bill Date or by the Preferred Due Date are considered past due.

#### **B. Reminder Notices**

For the customer's convenience, when there remains an unpaid balance of \$25.00 or more, twenty (20) calendar days from the billing date, a reminder notice will be issued, providing a final due date of ten (10) additional working days. No courtesy calls to the customer will be required before disconnection for unpaid previous balance. However, customers who provide an email address and/or phone number can receive an additional alert that a bill is past due.

### **C. Payment Plans**

LCU may provide the customer the opportunity for a payment plan in extreme events where the Customer is unable to pay an overdue balance. The Customer's account must otherwise be in good standing, the payment plan shall not exceed twelve (12) months, and failure to pay in accordance with the plan will result in the balance being due in full.

### **D. Disconnection of Service**

If bills are not paid within thirty (30) days of bill issuance, the account is eligible to receive a late fee, and the water service may be discontinued. Payments "in the mail" do not constitute payment thereof. If an Unpaid Past Due Balance appears on the bill, the Unpaid Past Due Balance amount is not extended to the current month's due date and is subject to the prior billing month's due date. Due dates are applicable to current billing charges only. Any account reflecting an Unpaid Past Due Balance amount is subject to immediate disconnection. Service may not be reinstated until the final statement is paid in full. The customer makes an application for service and pays the guarantee customer deposit at the then established rate and all other applicable charges, as previously stated. Remote disconnect for non-payment will take place immediately on the day that services are due to be shut-off for nonpayment.

All disconnects for nonpayment have until 3:30 p.m., during normal business hours, to have services reinstated the same day. Any payments made after 3:30 p.m. will have their reconnection processed the following business day. Any customer that has a remote disconnect water meter must abide by the same 3:30 p.m. reconnect deadline. It is the customer's responsibility to ensure that all water apparatus are in the closed position at the time of reconnection of service.

LCU may discontinue service after reasonable notice for nonpayment of bills or for any reason that may be detrimental to the water system. Further, LCU has the right to withhold service until the reason for the discontinuance is corrected, and all costs due LCU are paid. Those costs may include delinquent billings, turn-off and turn-on fees, other fees and deposits, and payment for any damage caused to the wastewater 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 charge appropriately.

### **E. Bills from a Previous Location**

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

## **F. Fire Protection**

Payment of a Fire Protection service line is the responsibility of the “Owner of Record.” If the bill is not paid for the fire protection, potable service will be considered delinquent and, if defaulted for 90 days or more, may cause account to be turned over to a collection agency or the property to be liened.

## **G. Liens and Remedies for Non-payment of Service**

Subject to the provision of F.S. 125.485, if the fees, rates, or charges for the series and facilities of the LCU water, wastewater, and reclaimed water systems shall not be paid as and when due, and shall be in default for 30 days or more, then the unpaid balance thereof, together with attorney’s fees and recording costs, may be recovered by LCU in a civil action, by recording of a Notice of Lien, by referring the delinquent account to a collection agency, or a combination thereof. In the event the delinquent account holder is the owner of the property to which utility service was provided, a Notice of Lien, in such form as the BOCC shall determine appropriate, may be filed in the office of the Clerk of Court of Lee County, Florida and shall be recorded as other liens are recorded. Any such lien, upon recording, shall be constructive notice of such lien and may be foreclosed or otherwise enforced by LCU by action or suit in equity. Any lien provided for in this section shall accrue interest at the statutory rate, as provided for in F.S. 687.01 and F.S. 55.03 as amended from time to time, from the date of recording. Such interest as provided for in this Section shall also constitute a lien against the property assessed of equal dignity to that of the underlying lien. The Board authorizes liens to be placed and removed by the Lee County Utilities Department Director or designee.

## **10. METERS AT AN EXISTING SERVICE LOCATION**

### **A. Increasing or Decreasing Meter Size**

#### **1. Increasing Meter Size**

Existing customers wishing to increase the water meter size are required to pay for a new tap fee or the estimated time and material costs to install the new meter (whichever is greater) plus the connection (capacity) fees based on the current BOCC Approved Rate Resolution less connection fee credits already reserved for the premise address.

#### **2. Decreasing Meter Size**

Customers wishing to reduce the water meter size are responsible for the time and materials required to perform the meter reduction. The reduction of the water meter diameter does not

produce a refund of connection (capacity) fees for previously reserved capacity. The connection (capacity) fees are assigned to remain with the parcel being served.

## **B. Increasing or Decreasing the Number of Water Meters to a Parcel**

### **1. Increasing the number of water meters to a single parcel**

Existing customers wishing to increase the number of water meters to a single location, but are not changing the classification of service and capacity reserved, are allowed to increase the number of water meters without having to pay additional capacity fees. This is only applicable if the water meters are to be located on the utility right-of-way. Tap fees will still apply.

Any customer that is requesting to increase the number of water meters and requiring additional capacity will be required to apply and pay for the additional connections fees associated with the added water meter(s).

### **2. Decreasing the Number of Water Meters to a single parcel**

Customers wishing to decrease the number of water meters to a parcel are responsible for the time and material required to perform the reduction in the number of water meters to a particular parcel. The reduction of the number of water meters will not produce a refund of previously paid connection (capacity) fees. It will not generate a credit.

## **C. Relocating Water Meters**

Relocating the water meters will be completed upon request from the customer. The customer shall be charged on a time and material basis or the applicable tap fee, whichever is greater.

## **D. Submetering by the Customer**

Submeters installed to measure water usage by multi-family, mobile homes or RV's units may be installed by the customer at their own expense.

Submeters inside the customer's property to measure water not entering a wastewater system may be installed by the customer at their own expense. Use of a submeter in the calculation of the customer's usage charges will be determined only after LCU inspection and approval. All submeters will be owned and maintained by the customer.

#### **E. Installation of an Irrigation Meter at an Existing Single Family Residential Property**

Homeowners may request to install a separate water meter for their irrigation system. Whenever an existing homeowner, owner of record, installs a separate water meter for their irrigation system, they will not be charged additional connection (capacity) fees, but installation charges are applicable. In addition, the monthly water usage shown on the irrigation meter will not be billed for wastewater service.

#### **F. Multiple Dwellings Served Through Same Meter**

When two or more premises are served through the same meter, the owner of such premises is responsible for service and accepts full responsibility for the payment for all service rendered.

### **11. CUSTOMER PORTAL**

#### **A. Acceptance of Terms and Conditions**

1. By participating in LCU's online Customer Portal, you agree to be bound by the terms and conditions stated below.
2. You also agree that certain information may be subject to a public records request, under Chapter 119 of Florida Statutes.

#### **B. Communications**

1. Bill notices and other important notices about your account will be sent to you electronically from mailboxes with the following address: [utilities@leegov.com](mailto:utilities@leegov.com). Please add this email to your address book so they are not marked as spam by any email filtering software you may use. Email communications for which you would like to reply should be sent to: [utilities@leegov.com](mailto:utilities@leegov.com).
2. You may receive emails from us (or a third party acting on our behalf) containing information we think you may find helpful or interesting ("informational emails"). If required by law, you will be given the option to "opt-out of" receiving future informational emails.

#### **C. Electronic Signatures**

An electronic signature may be used to sign in lieu of writing and shall have the same force and effect as a written signature, as per Florida Statute.

## **D. Payment Options**

### **1. Electronic Payment Options**

When you elect an electronic payment option, you authorize LCU to withdraw funds from your designated payment account for the amount you authorized. You also represent and warrant that you are legally authorized to make withdrawals from your designated payment account and to permit others to make withdrawals from that account on your behalf.

### **2. Payments through the Customer Portal**

By enrolling in a payment option through the Customer Portal, you represent and warrant that you either: i) are using your actual identity and all information you provide to LCU is accurate and complete or ii) are authorized to access information related to the accounts attached to the User Profile. In either case, you will notify us immediately and cease using the system if you are presented with the account information you are not authorized to access. You also agree that the information you provide to LCU may be verified for accuracy, and that LCU has the right to obtain financial information regarding your account from your financial institution in order to resolve payment posting problems.

#### **a) Autopay with checking/savings account**

You may set up automatic recurring payments to be withdrawn from your checking or savings account. If you choose this electronic payment option, your payment will be processed on the date your bill is due and presented to your financial institution for funding that evening. Any outstanding balance could be debited from your financial account within 24 hours of your successful enrollment, which will be sent to you in a confirmation email. You should use another payment option to ensure timely bill payment until you are notified that your enrollment has been processed.

#### **b) Autopay with credit card account**

You may set up automatic recurring payments to be withdrawn from your credit card account. If you choose this electronic payment option, your payment will be processed on the date your bill is due and presented to your financial institution for funding that evening. Any outstanding balance could be debited from your financial account within 24 hours of your successful enrollment, which will be sent to you in a confirmation email. You should use another payment option to ensure timely bill payment until you are notified that your enrollment has been processed.

If a payment was rejected because of a wrong account number or insufficient funds, AutoPay is automatically cancelled and removed from the profile and the customer will receive a notification via email asking to make a payment by other means and to enroll in AutoPay with a valid account.

**c) One-time online payment**

If you choose to use the One-time online payment option, you must log into Customer Portal each month and designate the amount and date of withdrawal of your payment prior to your bill's due date to ensure timely payment.

**3. Canceling Pending Electronic Payments**

- a) Customers who use the one-time payment features in the Customer Portal may request that LCU cancel scheduled payments up until the date the payment is scheduled.
- b) Customers who have elected the Autopay option must de-enroll from these payment options in order to stop the automatic withdrawal of future payments. De-enrollment from autopay may not prevent the withdrawal of the first payment due after the de-enrollment date.
- c) LCU will not assist with stop payment requests. Please contact your financial institution directly to stop payment. Your financial institution may charge a fee for this service.

**4. Failed Transactions**

- a) LCU shall not be responsible for its failure to post electronic payments authorized by you under the following circumstances:
  - 1) Your payment account does not contain sufficient funds to complete the transaction.
  - 2) You did not provide LCU with correct payment account information, or with your correct name, address, phone number, or email address.
  - 3) Circumstances beyond the control of LCU prevent the proper execution of the transaction. Such circumstances include, by way of example and not limitation, flood, fire, interference from an outside force, or malfunction of a third party payment processing center.
- b) If an autopay payment fails, the autopay profile on the account will be canceled. It is the customers' responsibility to then make another payment and to create a new autopay profile with valid financial information.

## **E. Paperless Billing**

### **1. Paperless Billing Enrollment**

By enrolling or registering for the Paperless Billing service, you are indicating that you would like to use Paperless Billing to view your LCU invoices online. By registering and completing the required online forms, you will receive confirmation that you are enrolled. The next time your account is billed you will receive an email notification that a new invoice is available online. After registering, you may elect to discontinue Paperless Billing presentation by changing your election to a paper bill in your online profile.

### **2. Limitations, Charges, and Cancellation**

#### **a) Service Limitations**

LCU will take commercially reasonable efforts to make your Paperless Billing experience productive and pleasant. However, technical or other difficulties cannot always be foreseen or anticipated. These difficulties may result in loss of data, personalized settings, or service interruptions.

#### **b) Paperless Billing Changes and Discontinuation**

LCU reserves the right to change or discontinue Paperless Billing, temporary or permanently, at any time without notice. LCU will not be liable to you or any third party for any damages associated with any modification or discontinuance of the service.

#### **c) Cancellations**

You may cancel your Paperless Billing enrollment any time by changing your election through our online Customer Portal.

### **3. Conditions for Use**

a) The following conditions are required for your benefit and security and to comply with applicable laws. Any conduct that violates these usage conditions is grounds for termination of Paperless Billing enrollment.

1) Provide Accurate Information

2) You agree to provide true, accurate, current, and complete information about you as requested in the Paperless Billing registration form and account set-up forms.



3) You agree not to misrepresent your identity.

4) You agree to keep your registration and account information up to date and accurate.

**b) Guard your Password**

You will be asked to select a User ID and password when registering. You are responsible for maintaining the confidentiality of your ID and password.

**4. Applicable Laws**

You agree not to use Paperless Billing for illegal purposes or for the transmission of material that is unlawful, harassing, libelous, invasive of another's privacy, abusive, threatening, or obscene, or that infringes or misappropriates the rights of others.

**5. Proprietary Rights**

You acknowledge and agree that LCU and its billing software service provider own all rights to this website and content. You are only permitted to use this content as expressly authorized. LCU grants the right to download, view, copy and print documents and the graphics incorporated therein from Paperless Billing for personal and non-commercial purposes only. Nothing on or obtained from the site may be altered or modified in any way, shape, or form, without the advance express permission of LCU. LCU retains any and all of its copyrights to the entire site. Any use of copyrighted material requires the advance written permission of LCU.

**6. Rights you Grant to LCU**

**a) Advertising**

You agree that LCU may display advertisements and promotions of all kinds in and with Paperless Billing.

**b) Account access**

In order to ensure that LCU is able to provide high-quality services, you agree that LCU's employees may have access to your account and records as reasonably needed to investigate complaints and/or otherwise provide service and support, as needed.

## **F. Changes in Your Information**

It is your sole responsibility to ensure that the contact and account information in your Customer Portal profile, including but not limited to your name, address, phone number, and email address, remain current and accurate. You must sign in promptly to LCU's Customer Portal to update this information if it changes.

## **G. Errors and Questions**

Contact LCU at 239-533-8845 or by email: [utilities@leegov.com](mailto:utilities@leegov.com) to report errors in your Paperless Billing or electronic payment transaction(s), or to ask questions about your online account.

## **H. Disputes**

In the event of a dispute regarding LCU's Customer Portal, you agree to resolve that dispute according to these Terms and Conditions. Disputes involving a credit card payment, including but not limited to chargebacks and fraud, must be resolved by your credit card company. LCU is not responsible for research or resolution of credit card payment disputes. Notwithstanding the foregoing, you agree that LCU must obtain financial information regarding your payment account from your financial institution for certain purposes (for example, to resolve payment problems or to verify that you are the owner of the account).

## **I. Disclaimer of Warranties**

You expressly understand and agree that:

Your use of LCU's Customer Portal (collectively, "The Service") and electronic payment options is at your sole risk. The service is provided on an "as-is" and "as available" basis. LCU expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

You further expressly understand and agree that LCU does not warrant that the service will meet your requirements or that the service or the information provided by the service will be error-free. LCU does not warrant that the service will function properly in combination with your equipment or that the files, content, and/or other information, if any, accessed or downloaded from the service will be free from infection by malicious or destructive code.

#### **J. Limitation of Remedies and Liability**

You agree that your sole remedy arising from your inability to use or access the service from defects in the service or LCU's web site, or from any other matter arising from your use of the service or the website, is to make payment on your account using a non-electronic payment method.

In no event shall LCU be liable for direct, indirect, special, incidental, or consequential damages, including but not limited to, loss resulting from business disruption, loss of data, lost profits, lost goodwill, or damage to systems or data, whether in an action for contract, tort (including negligence) or otherwise, even if LCU has been advised of the possibility thereof.

#### **K. Lee County Utilities' Reserved Rights**

In addition to all other rights to LCU hereunder, LCU reserves the right to terminate, cancel or modify, in whole or in part, the Customer Self-Service Center at any time and from time to time, upon approval from the Board of County Commission.

### **12. PUBLIC RECORDS**

As a State of Florida governmental agency, LCU is subject to Florida's open records laws (per Florida Statute, Chapter 119, Public Records). This law mandates that LCU's records, including customer records and any written communications, are open for personal inspection by any person unless the record(s) have been deemed exempt under applicable state or federal law. Florida Statutes may be viewed online at [www.leg.state.fl.us](http://www.leg.state.fl.us).

### **13. ENTIRE AGREEMENT**

You agree that these Terms and Conditions are the complete and exclusive statement of the services to be provided, that they supersede any prior agreement, and that they can be modified only in writing. These Terms and Conditions may not be modified or altered verbally by any LCU employee or representative.