



42            *Connection fees* means service unit charges for off-site facilities and plant  
43 capacity required to be paid by a consumer as a condition precedent to  
44 connection of system with a consumer's property or the execution of an  
45 installment agreement. Connection fees are established by meter size, service  
46 type, and service tap location.

47            *Connection Fee Installment Lien Agreement* means an agreement  
48 providing for the payment of connection fees of the service unit (off-site facilities  
49 and plant capacity) by a consumer on an installment basis with the payments  
50 made monthly with interest charges as defined in Admin Regulation 15.02-2, as  
51 such may be amended from time to time.

52            *Consumer* means any person, firm, association, corporation,  
53 governmental agency or singular organization supplied with the availability of  
54 water and/or wastewater service by the service unit, which term also includes  
55 developers, large users and bulk users. As used in this article, the term  
56 "customer" and the term "consumer" are used interchangeably.

57            *Consumer installation* means all pipes, fixtures, meters, appurtenances of  
58 any kind and nature used in connection with or forming a part of an installation  
59 for utilizing water or wastewater services located on the consumer's side of point  
60 of delivery, whether such installation is owned outright by the consumer or by  
61 contract, lease or otherwise.

62            *Customer* means the individual or corporate entity responsible for  
63 payment of the security deposit and monthly service charges. The consumer is  
64 either the owner of the property or an individual or corporate entity authorized by  
65 the owner to open the utility account. As used in this article, the term "customer"  
66 and the term "consumer" is used interchangeably.

67            *Developer* means any person, corporation or other legally recognized  
68 entity who engages in the business of making improvements to or upon real  
69 property located within the service unit's service area as owner or legally  
70 constituted agent for the owner of such real property.

71            *Developer agreement* means a written agreement entered into between  
72 the service unit and a developer or consumer. A developer agreement may be  
73 amended or modified from time to time to fit the circumstances upon which the  
74 service unit is providing utility services or accepting new facilities.

75            *Dwelling unit* means a single unit providing complete independent living  
76 facilities for one or more persons, including permanent provisions for living,  
77 sleeping, eating, cooking and sanitation.

78            *Easement* means rights of ingress, egress, dedications, rights-of-way,  
79 conveyances or other property interest necessary or incidental to the installation,  
80 extension, repair, maintenance, construction or reconstruction of the service

81 unit's utility system or any components thereof, over or upon the consumer's  
82 property.

83 *Equivalent Residential Unit (ERU)* means a single dwelling unit that is  
84 served by a standard five-eighths inch by three-fourths inch meter ( $\frac{5}{8}$ " x  $\frac{3}{4}$ " )  
85 without regard to actual consumption.

86 *Master plan* means a planning document approved by the board as a  
87 guide to the expansion of the major portion of the utility system in order to satisfy  
88 projected future needs for service. The service unit water and wastewater  
89 systems may each have a separate master plan.

90 *Meter installation* means the furnishing and installation of the water meter,  
91 meter box, curb stop and appurtenant adjacent fittings for connection to the  
92 system piping.

93 *Meter installation charge* means a charge paid to the service unit by a  
94 developer, consumer or customer as reimbursement to the service unit for the  
95 cost of the county to furnish and install the meter and all other facilities at a water  
96 service connection, either at the time of initial installation or whenever a change  
97 in size or capacity is performed. All customer furnished and installed meters  
98 become the property of the county upon initiation of service.

99 *Monthly base service charge* means the charge to consumers for  
100 availability of service for any dwelling unit or commercial use as may be  
101 determined from time to time.

102 *Neighbor helping Neighbor Program* means a partnership program  
103 between the service unit, the consumer, and Citrus County Support Services to  
104 assist utility customers in emergency financial situations.

105 *Off-site facilities* means those components of water distribution and  
106 wastewater collection facilities located outside the consumer's or developer's  
107 property.

108 *Off-site facilities fee* means that portion of the connection fee used to  
109 defray the cost of water distribution system piping and wastewater collection  
110 system piping and appurtenances.

111 *On-site facilities* means those components of water distribution and  
112 wastewater collection facilities located upon the consumer's or developer's  
113 property.

114 *Partial Payment Plan* means a written and mutually signed agreement  
115 between the customer and the service unit to allow the customer to pay for  
116 services provided within the prescribed time period otherwise provided in this  
117 code section.

118 *Plan review fee* means fees paid by a developer or consumer to defray  
119 costs incurred by the service unit in reviewing utility plans submitted by the  
120 developer or consumer.

121 *Plant capacity fee* means that portion of the connection fee used to defray  
122 cost of providing water and wastewater plants.

123 *Point of delivery* means the point where the service unit pipes are  
124 connected with the pipes of the consumer. Unless otherwise indicated, the point  
125 of delivery for water service is at the discharge side of the entire water meter  
126 installation. Unless otherwise indicated, the point of delivery for wastewater  
127 service is the upstream connection of the cleanout which is placed at or about  
128 the consumer's property line or easement line. In the absence of a cleanout, the  
129 point of delivery is at the wastewater lateral connection to the service unit's  
130 wastewater main.

131 *Rate schedule* means the schedules of rates or charges for the particular  
132 classification of service, which schedules may be amended from time to time by  
133 resolution of the board.

134 *Residential property* means all improved real property used as dwelling  
135 units, condominiums, mobile homes except where located in mobile home parks  
136 that also contain recreational vehicle spaces, apartments or condominiums.

137 *Service unit* means the Citrus County Municipal Service Benefit Unit for  
138 water and wastewater utility services.

139 *Utility system* means any plant, system, facility or property and additions,  
140 extensions and improvement thereto, constructed or acquired as part thereof,  
141 useful or necessary or having the present capacity for future use in connection  
142 with the development of sources, treatment or purification and distribution of  
143 water for domestic or industrial use or the collection, treatment and disposal of  
144 wastewater from domestic or industrial users and, without limiting the generality  
145 of the foregoing, includes dams, wells, reservoirs, water treatment facilities,  
146 storage tanks, pumping stations, transmission mains, distribution mains, water  
147 lines, hydrants, supply pipes, valves, laterals, meters, meter boxes, service  
148 connections, lift stations, wastewater collection mains, pipes and lines,  
149 manholes, wastewater treatment facilities, holding tanks and ponds for the  
150 purpose of obtaining, treating and carrying water to and collecting, treating and  
151 disposing of wastewater and includes all real and personal property and any  
152 interests herein, rights, easements and franchises of any nature whatsoever  
153 relating to any such system and necessary or convenient for the operation  
154 thereof.

155 *Water Resource Director* means the appointed head of the service unit,  
156 which appointment is made by the county administrator or his designee.

157 *Water and wastewater deposits* means deposits which must be made by  
158 each customer prior to receiving service from the service unit.

159  
160 **Sec. 102-82. - Penalties for violation of article.**

161 (a) Any person who knowingly fails or refuses to comply with or willfully violates  
162 any of the provisions of this article or any lawful rule or regulation  
163 promulgated under this article or any lawful order of the service unit issued  
164 pursuant to the provisions of this article shall, be penalized as provided in  
165 section 1-9.

166 (b) Any person who violates any of the provisions of this article shall be liable to  
167 the service unit for all costs and damages incurred by the service unit as a  
168 proximate result of such violation.

169  
170 **Sec. 102-83. - Free service.**

171 The service unit will not render or cause to be rendered any free service of  
172 any nature by its facilities, nor will any preferential rates be established for users  
173 of the same class or similar service.

174  
175 **Sec. 102-84. - Application for service.**

176 (a) To obtain service, an applicant must provide a completed application to  
177 the service unit. Applications are accepted by the service unit with the  
178 understanding that the service unit has no obligation to render service other than  
179 that which is then available from its existing water treatment and distribution  
180 facilities and service lines, and from its existing wastewater collection,  
181 transmission and treatment facilities. The applicant shall furnish to the service  
182 unit, at the time of making application, the name of the applicant and the  
183 ownership or other interest in the property or location and legal description or  
184 street address at which service is being requested. Applications for service filled  
185 by firms, partnerships, associations, corporations and other legal entities may be  
186 filed only by duly authorized parties. When service is rendered under agreements  
187 entered into between the service unit and an agent of a principal, the use of such  
188 service by the principal constitutes full and complete ratification by the principal  
189 of the agreement. Tenants must provide a signed copy of a lease. Owners or  
190 agents representing owners must provide proof of ownership. At all times  
191 following application submittal customers are responsible for notifying the service  
192 unit of any change of address, change in name, change in phone number, or  
193 change in email address. The service unit may request documented proof prior to  
194 changing any information initially provided in an application.

195  
196 (b) Applicants must provide proof of ownership or proof of a legal possessory  
197 interest in property or a dwelling at the time of application. If such proof cannot  
198 be provided, service will not be initiated.

199  
200 **Sec. 102-85. – Connection Fees.**

201 The service unit uses an Equivalent Residential Unit (ERU) factor for  
 202 sizing water meters and determining applicable fees and charges. This factor  
 203 reflects the annual average consumption per unit for single dwelling units in the  
 204 service unit served by a standard meter. Any residential connection requiring a  
 205 meter size in excess of a standard meter will be assigned the ERU factor  
 206 included in the chart below.

207  
 208 The number of ERUs for multifamily residential units with a common or  
 209 shared meter is based upon 0.714 for units with less than 1,200 square feet of  
 210 living area; and 1.0 for units with 1,200 square feet or more of living area.

211  
 212 Each applicant requesting nonresidential connection(s) must provide a  
 213 meter sizing calculation prepared by a Florida Registered Professional Engineer.  
 214 The sizing must be completed in compliance with AWWA Manual M22, Sizing  
 215 Water Service Lines and Meters, Latest Edition. Meter sizing calculations must  
 216 be provided to the service unit for review prior to the payment of connection fees  
 217 and prior to establishing service.

218

Meter Size	ERUs
5/8 by 3/4 inch	1.0
1 inch	2.5
1½ inches	5.0
2 inches	8.0
3 inches	16.0
4 inches	25.0
6 inches	50.0
8 inches	80.00
10 inches	150.00
12 inches	215.00

219

**Sec. 102-86. - Withholding service.**

220  
 221 The service unit will not provide service to a location for which prior  
 222 service has not been paid in full to the date of such application. This section does  
 223 not apply to delinquent service charges of previous tenants, as provided for in  
 224 §125.485, Florida Statutes. An applicant is responsible for making inquiry into the  
 225 status of the account and/or installment agreement and to bring such account

226 and/or installment agreement current as a condition precedent to continuation of  
227 service. Service may also be withheld for service installations which are not  
228 complete or are not in compliance with the service unit's requirements.

229

230 **Sec. 102-87. - Limitation of customer's use of service.**

231 Utility services purchased from the service unit may be used by the  
232 consumer only for the purposes specified in the application for service. The  
233 consumer may not sell or otherwise dispose of the utility service supplied by the  
234 service unit. Except for bulk water customers, all water service furnished by the  
235 service unit to the consumer is provided through the service unit meters and may  
236 not be re-metered by the consumer for the purpose of selling or otherwise  
237 disposing of such service. Any rules or regulations established by the service unit  
238 will be provided to the customer upon initiation of service.

239

240 **Sec. 102-88. - Unauthorized connection or use.**

241 (a) No one may circumvent any locked meter or tap any pipe or main belonging  
242 to a service unit for the purpose of taking or using water from the system or for  
243 connecting to the system or for any other purpose. Connections to the service  
244 unit's system for any purpose whatsoever are to be made only as authorized by  
245 the service unit.

246

247 (b) In the case of any unauthorized interconnection, extension, re-metering, sale  
248 or disposition of utility service, a consumer's utility service may be subject to  
249 discontinuance as set forth below:

250

251 (1) If the utility service is being used for any property or purpose other  
252 than as described in the application, the customer will be given written  
253 notice by the service unit and will be allowed a reasonable time to comply.

254

255 (2) If it is discovered that anyone is tampering with regulators, valves,  
256 piping, meter or other facilities furnished and owned by the service unit,  
257 service will be discontinued immediately and without notice. If service is  
258 discontinued for tampering, before service unit will restore service, the  
259 service unit will require the customer to pay all associated repair and  
260 usage costs and applicable service fees.

261

262 (c) Service will be restored when the cause for discontinuance has been  
263 satisfactorily remedied.

264

265 **Sec. 102-89. - Maintenance and standards.**

266 The consumer's pipes, apparatus and equipment must be selected,  
267 installed, used and maintained by the consumer in accordance with standard  
268 practice (Southern Plumbing Code), conforming to the rules and regulations of  
269 the service unit and in full compliance with all laws and governmental regulations  
270 applicable. Irrespective of the physical location of the meter and, except as set  
271 forth in this section, the consumer must keep all pipes, valves, plumbing and  
272 fixtures in repair and must promptly arrange for the stoppage of all leaks on the  
273 consumer's installation. The service unit is not responsible for the maintenance  
274 and operation of the consumer's equipment. The consumer may not utilize any  
275 appliance or device which is not properly constructed, controlled and protected or  
276 which may adversely affect the service unit's service. The service unit reserves  
277 the right to immediately discontinue or withhold service to or through any such  
278 apparatus or device. When there are leaks in water or wastewater lines on  
279 private property which necessitate emergency repairs, the repairs may be made  
280 by the service unit at the expense of the property owner. Repairs are limited to  
281 water and wastewater lines and the service unit will not be responsible for lawns  
282 or vegetation. The consumer will be billed by the service unit for the actual cost  
283 of repair, plus reasonable administrative costs.

284

285 **Sec. 102-90. - Continuity of service.**

286 The service unit will at all times use reasonable diligence to provide  
287 continuous service and, having used reasonable diligence, will not be liable to  
288 the consumer for failure or interruption of continuous service. The service unit is  
289 not liable for any act or omission caused directly or indirectly by strikes, labor  
290 troubles, accident, litigation, breakdown, shutdowns for repairs or adjustments,  
291 acts of sabotage, enemies of the United States, wars, federal, state or other  
292 governmental interference, acts of God, or other causes beyond its control.

293

294 **Sec. 102-91. - Change of consumer's installation.**

295 No changes or increases in the water or wastewater demand associated  
296 with a consumer's installation may be made without consent of the service unit. If  
297 approved by the service unit, such increases may require payment of additional  
298 connection fees to account for the additional capacity needed to meet the  
299 increased demand. The consumer will be liable to the service unit for any  
300 expenses incurred by the service unit resulting from a violation of this section.

301

302 **Sec. 102-92. - Protection of service unit's property.**

303 The consumer shall properly protect the service unit's property on the  
304 consumer's premises and may not permit anyone but the service unit's  
305 employees, agents or persons authorized by law to have access to the service

306 unit's pipes, meters, and apparatus. In the event of any loss or damage to the  
307 service unit's property caused by or arising out of carelessness, neglect or  
308 misuse by the consumer, the cost of making good such loss or repairing such  
309 damage shall be paid by the consumer.  
310

311 **Sec. 102-93. - Access to premises.**

312 As a condition to providing service, the consumer grants to the service  
313 unit, its authorized agents or employees, access to consumer's property during  
314 all reasonable hours. In the event of any emergency, access shall be granted at  
315 any time. Access must also be granted for the purpose of reading meters; for  
316 maintaining, inspecting, repairing, installing or removing the service unit's  
317 property; and for any other purposes incidental to performance under or  
318 termination of any agreement with the consumer, or the consumer's predecessor  
319 in interest or use of the facilities or services. Equipment must be made  
320 accessible to the service unit by the consumer or the service unit will relocate the  
321 equipment.  
322

323 **Sec. 102-94. - Change of occupancy, termination or transfer of services.**

324 When change of occupancy occurs at any connection location, written  
325 notice must be given to the service unit not less than three days prior to the date  
326 of the change in occupancy. The initial occupant will be held responsible for all  
327 service used at the location until the written notice is received by the service unit  
328 and the service unit has had reasonable time to discontinue water service.  
329 However, if written notice has not been received by the service unit, the  
330 application of a subsequent occupant for service will automatically terminate the  
331 prior account. Except as provided for in §125.485 Florida Statutes, the property  
332 owner is ultimately responsible for any charges pursuant to this section and this  
333 article. For the convenience of its customers, the service unit will accept  
334 telephone orders to discontinue or transfer water service. However verbal orders  
335 or requests are not binding and will not be considered formal notification to the  
336 service unit.  
337

338 **Sec. 102-95. - Resumption of service.**

339 After termination or discontinuance of any service, the service unit  
340 requires, as a condition precedent to service resumption, payment in full or  
341 adequate security in the form of additional security deposits or a mutually signed  
342 Partial Payment Plan to cover all costs reasonably incurred by the service unit as  
343 the result of such termination or discontinuance. The costs may include but are  
344 not limited to any service availability charges, reconnection fees, meter  
345 installation or removal and reinstallation costs, inspection costs, connection fees

346 or other costs incident thereto in accordance with the service unit's schedules of  
347 fees and costs.

348

349 **Sec. 102-96. - Termination of service by service unit.**

350 (a) The service unit may refuse to serve an applicant if it does not have adequate  
351 facilities or supplies to render service or if the service requested is of a  
352 character that is likely to result in unfavorable service to other customers. The  
353 service unit may refuse or discontinue service or may remove a service meter  
354 under the following conditions and any other condition included in this article.  
355 Unless otherwise stated, the customer will be given notice and will be allowed  
356 a reasonable time to comply with any rule, remedy, or deficiency.

357

358 (1) For customer's noncompliance with or violation of any state or county  
359 law or regulation governing utility service.

360 (2) For customer's failure or refusal to correct any deficiencies or defects  
361 in the piping or equipment which are reported to the customer by the  
362 service unit.

363 (3) For customer's use of utility service for another property or purpose  
364 other than that described in the application, including usage on an inactive  
365 account.

366 (4) For customer's failure or refusal to provide adequate access to or  
367 space for the meter or service unit's equipment.

368 (5) For customer's failure or refusal to provide the service unit an  
369 applicable security deposit.

370 (6) For neglect or refusal to provide reasonable access to the service unit  
371 for the purpose of reading meters or inspection and maintenance of  
372 equipment owned by the service unit.

373 (7) When the service unit learns of a hazardous condition, such may be  
374 done without notice.

375 (8) Customer's tampering with regulators, valves, piping, meter or other  
376 facilities furnished and owned by the service unit. Such may be done  
377 without notice.

378 (9) Customer's unauthorized or fraudulent use of service. Such may be  
379 done without notice.

380

381 (b) Whenever service is discontinued as provided in (a) above, the service unit,  
382 before restoring service, may require the customer to make, at the customer's  
383 expense, all changes in piping or equipment necessary to eliminate illegal use  
384 and to pay an amount reasonably estimated from such fraudulent use.

385

386 (c) When service is discontinued due to a delinquent balance and the account  
387 has been inactivated by the service unit, the charged turn off fee, if any, will  
388 be credited back onto the outstanding account balance. If the customer later  
389 pays all delinquent charges and fees to reactivate service, the turn off fee will  
390 be reapplied to the account and must be paid to the service unit prior to  
391 resumption of service.

392  
393 **Sec. 102-97. – Temporary Interruption of service at customer's request.**

394 A customer may request either a temporary or a seasonal service  
395 disconnect as described in this section:

396  
397 (a) Temporary disconnect – A temporary disconnect occurs when a  
398 customer requests the service unit shut off the meter and close out the  
399 customer's account. Any remaining deposit will be returned to the  
400 customer after the account is closed. Customer's final bill will include a  
401 turn off fee. If the customer requests reconnection at a later date, a new  
402 deposit at the current rate and a turn on fee will be required by the service  
403 unit prior to service resumption. During the time period that service is  
404 disconnected, monthly base charges will not accrue.

405  
406 (b) Seasonal disconnect – A seasonal disconnect occurs when a  
407 customer requests the service unit shut of the meter, but does not close  
408 the account. Any existing deposit will remain on the account. The  
409 customer will incur a premise visit fee to disconnect service and a premise  
410 visit fee to reconnect service. During the time period that service is  
411 disconnected, monthly base charges will accrue.

412  
413 (c) If a leak is detected, the customer may request that the service unit  
414 turn service off to allow the customer to make needed repairs. The  
415 service unit will waive the customary premises visit fees for both the turn  
416 on and the turn off.

417  
418 **Sec. 102-98. - Prerequisites for resumption of service**

419 After termination of service pursuant to this article, such service may not  
420 be resumed at the same unit until the service unit has been paid for all service  
421 charges, together with any and all special expenses (such as for special trips,  
422 inspections, additional administrative expenses, meter installation fees, etc.)  
423 incurred by the service unit due to the customer's violation of the contract for  
424 service, or of the service unit's rules and regulations in accordance with the rate  
425 schedules effective at the time such expenses are incurred.

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**Sec. 102-99. - Unauthorized connections.**

Connections to the service unit for any purpose whatsoever may only be made as authorized by the service unit. In addition to other possible remedies, the service unit may immediately discontinue unauthorized connections without notice. Service will not be restored until such unauthorized connections are removed, and settlement is made in full for all service estimated by the service unit to have been used by reason of such unauthorized connection. Any unauthorized connections or any consumer who tampers with a meter or who tampers with any service locking device, or who bypasses any meter or jump, or reconnects service where a meter has been removed will be in violation of this article and will be subject, in addition to all other penalties provided by this article and by law, to a charge as provided in rate schedules, together with the costs of investigations, legal action or further protection of the service unit's product or property.

**Sec. 102-100. - Private fire service connection.**

A private fire service connection may be installed and used solely for fire purposes. The fire service connection cannot connect with any service lines that may be used for purposes other than fire purposes and, because of the danger of pollution, may not connect with any other source of supply except that a tank or fire pump may be installed as a secondary supply. A backflow preventer must be installed by the consumer at the consumer's expense at each fire service connection to prevent the water from these secondary supplies running back into the service unit's mains. The consumer may not draw any water whatsoever through a fire line connection for any purpose, except for extinguishing fires or for periodic tests of the fire system, which tests shall be made in the presence of a representative of the service unit. Any service unit representatives shall be authorized to have free access to the building at any reasonable time for the purpose of inspecting any of the equipment. A fire service connection must be constructed in accordance with Minimum Standards & Construction Specifications for Water & Wastewater Systems, latest edition. All meters become the property of the service unit. The service unit does not make any guarantee as to certain pressure in this pipe or in the main supplying the pipe. The service unit is not under any circumstances liable for loss or damage to the owner for a deficiency or failure in the water supply for any cause whatsoever. If a fire line's valve or connections are used for any reason whatsoever, the consumer must immediately notify the service unit, and the service unit will reseal the used valves or connections.

466 **Sec. 102-101. - Wastewater connections: when required; prohibited**  
467 **construction; installation.**

468 It is unlawful for any person to construct, install or repair septic tanks or  
469 other similar wastewater treatment systems in or upon any property where a  
470 publicly owned or investor-owned sewage system is available. For purposes of  
471 this section, the term "available" shall have the same definition as the definition  
472 contained in F.A.C. 10D-6.42(9), or any successor regulation adopted by the  
473 state department of health.

474  
475 **Sec. 102-102. - Connections may be made by service unit.**

476 If the owner or any lot or parcel of land within the service unit territory fails  
477 and refuses to connect to and use the service unit's wastewater system after  
478 notification by the service unit that sanitary wastewater service is available, then  
479 the service unit is authorized to make such connections entering on or upon any  
480 such lot or parcel for the purpose of making such connection. The service unit is  
481 entitled to recover the cost of making the connection together with reasonable  
482 penalties, interest and attorney's fees by suit in any court of competent  
483 jurisdiction. In addition and as an alternative means of collecting the costs of  
484 making such connections, the service unit will have a lien on such lot or parcel  
485 for such costs.

486  
487 **Sec. 102-103. - Plan review fee.**

488 A developer, at the developer's expense, must design all necessary water  
489 distribution and wastewater collection lines and must prepare plans,  
490 specifications and engineering data to be submitted to the service unit for its  
491 review. Upon submission, the developer must pay to the service unit plan review  
492 fees in accordance with the board approved miscellaneous fee charges.

493 This plan review fee covers the service unit's expense in having such  
494 plans, specifications and engineering data reviewed by the service unit for  
495 compliance with county standards.

496  
497 **Sec. 102-104. - Inspection and supervision by developer's engineer.**

498 The developer shall, at the developer's expense and at no expense to the  
499 service unit, retain the services of a registered professional engineer for the  
500 purpose of providing necessary inspection and supervision of the construction  
501 work to ensure that construction is at all times in compliance with accepted  
502 engineering practices and in compliance with the approved plans and  
503 specifications. The developer shall notify the service unit in writing of such  
504 appointment. A copy of each field report shall be submitted to the service unit.  
505 Should there be cause or reason for the developer to engage the services of a

506 registered engineer (other than the design engineer) for inspections, the  
507 developer shall notify the service unit within five days of such engagement.  
508

509 **SECTION 2.** Chapter 102, Article III, Division 2 of the Citrus County Code is hereby  
510 amended in its entirety as follows:  
511

512 **Sec. 102-131. – Rate and Fee Schedule; Amendments to rate and fee schedules.**

513 The various rates and fees charged by the service unit for water and  
514 wastewater are set by the Board of County Commissioners by resolution. The  
515 Board of County Commissioners may from time to time amend the monthly water  
516 and wastewater rates for the service unit, as well as all other rates and fees. The  
517 changes in fees will be made by resolution after a public hearing. The public  
518 hearing must be advertised at least ten days before the hearing in a newspaper  
519 of general circulation setting forth the date, time and place of the public hearing,  
520 the current rate(s), the proposed rate(s), and the effective date of A separate  
521 public hearing is not required to amend the monthly water and wastewater rates  
522 to adjust them in accordance with indexes used by the Public Service  
523 Commission to defray the cost of additional fees or physical improvements  
524 necessitated by regulatory agencies to the facilities owned by the service unit  
525 when such adjustments take place at the same time as the Board considers its  
526 annual budget. Amended rates apply to the first billing cycle after the rate  
527 amendment effective date.  
528

529 **Sec. 102-132. - Customer deposits, overpayments, refunds.**  
530

531 (a) Before rendering service, a deposit to secure the payment of bills and any  
532 expenses incurred by the service unit is required of each customer. The  
533 deposit, except as provided in this section, will remain with the service unit as  
534 long as the customer’s account remains open. If a customer moves from one  
535 address to another address within the service area and maintained  
536 satisfactory payment history as defined in this section, the service unit may  
537 move outstanding deposits and charges to the new address upon customer  
538 request. Deposits are required in accordance with the service unit’s rate  
539 schedules in effect at the time of payment. The service unit may require  
540 additional deposits from any customer whose services have been  
541 disconnected due to nonpayment, as a condition of continued service.  
542

543 (b) The service unit will hold all customer deposits in a non-interest bearing  
544 account. Customer deposits will not be refunded until a satisfactory account  
545 history is established or the account is terminated. For the purpose of deposit

546 refund, satisfactory account history shall be as defined in subsection (e). If  
547 the account is terminated, any and all outstanding service charges will be  
548 withdrawn from any remaining deposit. Deposits will be applied against the  
549 final bill. If the deposit exceeds the final bill, the balance of the deposit will be  
550 refunded.

551  
552 (c) The amount of initial deposits will be determined by resolution according to  
553 customer class and meter size.

554  
555 (d) The service unit may require a new or additional deposit, where a deposit  
556 was previously waived or returned in order to secure payment of current bills.  
557 If the service unit determines that a new or additional deposit is required, the  
558 service unit will provide the customer with no less than thirty (30) days written  
559 notice that a new or additional deposit is required. The notice will be sent  
560 separate and apart from the customer's regular bill.

561  
562 1) The amount of the new or additional water deposit may not exceed an  
563 amount equal to the average actual service charge for water service for  
564 the highest two (2) monthly billing periods during the twelve-month period  
565 immediately prior to the date of notice.

566  
567 2) The amount of the new or additional wastewater deposit may not exceed  
568 an amount equal to the average actual service charge for wastewater  
569 service for the highest two (2) monthly billing periods during the twelve-  
570 month period immediately prior to the date of notice.

571  
572 3) In the event the customer has had service less than twelve (12) months  
573 billing history, the service unit will base the new or additional deposit upon  
574 the average actual monthly billing available.

575  
576 (e) A customer may request a return of a deposit by making a written request for  
577 deposit refund from the service unit. A deposit may be refunded only after  
578 thirty six (36) months of satisfactory account history. Satisfactory account  
579 history is defined as:

- 580  
581 (1) No late charges generated due to past due payments;  
582 (2) No uncollectible balances;  
583 (3) No returned checks;  
584 (4) No returned bank drafts.

585

- 586 (f) If a payment is late due to an error directly caused by the service unit, such  
587 activity will not adversely impact payment history.
- 588 (g) If the service unit receives payment for services provided or deposits and  
589 thereafter determines that an overpayment has occurred or that a balance  
590 remains, the service unit will refund the amount of overpayment that exceeds  
591 \$5.00. If the amount of overpayment, balance or deposit is \$5.00 or less the  
592 service unit will not refund the amount of overpayment or deposit unless the  
593 customer makes a written request.

594  
595 **Sec. 102-133. - Billing.**

596 The service unit will provide monthly bills for service and payment is due  
597 when the bill is rendered. A bill will be deemed rendered based on the specified  
598 bill date. Charges on the bill will include board approved base and usage fees,  
599 as well as any applicable miscellaneous fees.

600  
601 **Sec. 102-134. - Payment of water and wastewater service bills.**

602  
603 (a) When both water and wastewater service are provided by the  
604 service unit, payment for wastewater service will not be accepted without  
605 the concurrent or simultaneous payment of any outstanding water service  
606 bill. If the charges for water and wastewater service are not paid, the  
607 service unit may, in addition to other remedies, discontinue both water  
608 service and wastewater service to the customer for nonpayment of the  
609 water and wastewater service charges. The service unit will not  
610 reestablish or reconnect water service until all water service charges,  
611 wastewater charges and all other expenses or charges are paid in full.

612  
613 (b) The service unit will not accept partial payments unless the service  
614 unit agrees to enter into a written and signed Partial Payment Plan. The  
615 Department or Division director is authorized to determine whether the  
616 service unit will agree to enter into a Partial Payment Plan. A Partial  
617 Payment Plan may be authorized by the Department or Division Director  
618 when the customer provides detailed information explaining the reasons  
619 necessitating the agreement and agrees to make all outstanding  
620 payments in a form and within a time period satisfactory to the Department  
621 or Division Director.

622  
623 (c) If Citrus County Community Services Department determines that a  
624 consumer meets the financial conditions for emergency utility assistance  
625 and the utility account is subject to service interruption, the Neighbor-

626 Helping-Neighbor program may be evaluated by the service unit to  
627 determine if the customer is eligible for funding to cover the most recent  
628 one month bill to include only the base and usage charge.  
629

630 **Sec. 102-135. - Discontinuance of service for nonpayment**

631 All service fees are due within twenty (20) days after the bill date specified  
632 on the monthly statement. On the twenty-first (21<sup>st</sup>) calendar day after the initial  
633 bill date, an account with any outstanding balance shall be considered past due.  
634 A \$5.00 late charge will be added to past due accounts with a balance exceeding  
635 \$5.00. Prior to releasing the next monthly bill statement, the service unit will  
636 notify the customer of past due charges. The service unit will notify the customer  
637 that service will be discontinued if the outstanding bill is not paid within seven (7)  
638 days of the notification date. The service unit will not be responsible for any  
639 delays in postal or electronic delivery. If a customer's account remains  
640 delinquent-thirty-eight (38) calendar days or more after the bill date, service will  
641 be discontinued to the customer with applicable fees applied to the account. If  
642 service is disconnected pursuant to this section, service will not be restored until  
643 the service unit receives payment for all past due charges, as well as applicable  
644 disconnect/reconnect fees. If service remains disconnected due to non-payment  
645 for more than 7 calendar days, the service unit will remove the disconnect fee  
646 and will finalize the account. If a customer makes full payment after the service  
647 unit staff has been dispatched to the premise to disconnect service due to non-  
648 payment, but prior to the actual disconnect, then the customer will be required to  
649 pay applicable premise visit fees in lieu of disconnect/reconnect fees. Staff will  
650 be considered dispatched at the beginning of the work day recorded on the work  
651 order. The service unit is not liable for any claims of property damage resulting  
652 from discontinued service. A Partial Payment Plan as otherwise described in this  
653 article, may be available to a customer in order to avoid service disconnect.  
654

655 If a customer's account remains delinquent thirty-eight (38) days or more  
656 because of unavoidable circumstances or other anomalies, the Department or  
657 Division Director may waive late payment fees upon the customer showing such  
658 unavoidable circumstances or other anomalies and asking for relief from the  
659 penalties.  
660

661 If the service unit receives notification that a payment has been rejected  
662 due to incorrect or insufficient electronic fund transaction (EFT), credit, or debit  
663 information, the service unit will allow the customer an additional 7 calendar days  
664 from the date of notification by the service unit to pay all associated charges,  
665 including any applicable fees.

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**Sec. 102-136. – Bill Adjustment.**

- (a) If the service unit discovers a non-registering meter, the service unit will bill the customer an estimate based upon an average of the customer’s previous twelve (12) month’s usage. Estimated calculations made in accordance with this section will apply only to the current billing cycle to allow the service unit time to repair or replace the defective meter. If the service discovers unauthorized usage, the customer will be billed upon an average usage determined at the sole discretion of the service unit. If the service unit determines that a customer has been overcharged or undercharged as a result of incorrect meter reading, defective metering, incorrect rate schedule application or other billing mistakes, the customer’s account will be adjusted for up to three billing cycles. If the service unit fails to bill a customer for services provided, upon the service unit discovering the error, the service unit will back charge the base rate for the preceding three billing cycles.
  
- (b) The service unit may adjust a customer's bill by posting a partial credit to the account after a break or a leak on the owner's side of the meter has been repaired. In order to establish a basis for an adjustment, a customer must provide to the service unit the following information.
  - (1) A written request for consideration of a credit, describing the defect and identifying the date the defect was discovered and repaired; and
  - (2) A copy of the licensed plumber invoice for repair of the defect or, if the customer repairs the break or leak, a notarized letter describing the location of the break or leak and the work needed to repair the break or leak.
  
- (c) An adjustment to the customer’s bill may be made after the following criteria are satisfied.
  - (1) Where the monthly usage prior to repair results in at least a two hundred percent, (200%), increase in the cost of water over the prior monthly bill; and
  - (2) Where the customer has documented proof that the unusually high water usage resulted from the break or leak which has been repaired, or the service has been disconnected pending repairs; and

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(3) Where the customer provides documented proof of repair within seven calendar days of the date customer noticed the leak that either a licensed plumber has repaired the leak or that the customer has repaired the leak if a licensed plumber is not required. Proof may be shown by providing a copy of an invoice or receipt for services and materials. The Customer is considered to have been notified of a possible break or leak when evidence of a break or leak is detected, or when the service unit informs the customer of the potential issue based on higher than normal usage. Notification may occur prior to or upon receipt of an unusually high bill. If the customer needs more than seven days to repair the break or leak, the customer must provide a written explanation for the extended time required to make the repair and must provide proof that the water usage through the extended time was minimal.

If the criteria in this subsection are met, the customer's account is eligible for an adjustment based on the following calculations.

- a. The highest consumption level in the past twelve (12) months is subtracted from the consumption level in the billing that reflects the leak. Half of this remaining amount will be added back to the highest consumption level in the prior twelve (12) months. The final amount will be the adjusted consumption level.
  
- b. For purposes of calculating the revised bill to the customer, if the revised water consumption level is less than the level at which wastewater charges are capped, then wastewater charges will also be lowered to the same level, providing that the wastewater service was also provided by the service unit. If water is provided by a different provider, then wastewater charges will be lowered to the average usage amount during the previous twelve (12) months. If the repaired water leak or break occurred prior to the entry point of the property or at some other location not impacting the wastewater system, then wastewater charges will be lowered to the average amount of the previous (12) months.
  
- c. When calculating the adjustment, the charge rate will be limited to the maximum charge rate that would have been charged if the consumption level had not exceeded the amount consumed during

745 the customer's highest consumption level in the prior twenty four  
746 (24) months.

747  
748 d. If the customer has less than six (6) months of active service prior  
749 to the break or leak, the service unit will delay an adjustment until at  
750 least six (6) months of history is generated.

751  
752 (d) A customer is eligible to have the utility bill adjusted pursuant to this provision  
753 no more than once in a 24 month period at a given property. The 24 month  
754 period is based on the date of repair. A customer's adjustment credits may  
755 not exceed two monthly bills.

756  
757 (e) Customer account adjustments due to higher than average costs resulting  
758 from a service unit issue are calculated based on the 12 month average  
759 usage prior to high usage.

760 (f) A customer is not eligible to have the utility bill adjusted due to unknown  
761 usage spikes, failure to make repairs, usage associated with pool filling, or  
762 usage associated with watering new plants or grass.

763  
764 **Sec. 102-137. - Meters.**

765 The service unit records meter readings on a monthly basis, unless an  
766 obstruction or other conditions prevent access and actual information  
767 determination. Each customer receiving water must have a water meter installed  
768 which measures flow to determine water and/or sewer charges. All installed  
769 water meters will remain the property of the service unit and shall be accessible  
770 to and subject to its control. With the exception of temporary construction rentals,  
771 meters are not transferable to another residence or business site. The consumer  
772 shall provide meter space to the service unit at a suitable and readily accessible  
773 location and, when the service unit considers it advisable, within the premises to  
774 be served. Before a meter is installed, all meter installation fees, and applicable  
775 charges must be paid. Separate meters for irrigation are not permitted, except as  
776 specifically provided for later within this section. The service unit meter must be  
777 sized to be compatible with the existing line and main sizes according to the  
778 service unit's standards and specifications at the customer's expense.

779  
780 Meters installed to serve a residential property are limited to  $\frac{5}{8}$  x  $\frac{3}{4}$  inch,  
781 unless an applicant establishes the need for a larger meter and receives advance  
782 approval from the service unit. The customer's installation must be so arranged  
783 to ensure that all water service passes through the meter. No temporary pipes,  
784 nipples, or spacers are permitted and under no circumstances are connections

785 allowed which may permit water to bypass the meter or metering equipment. If a  
786 customer determines that a different meter size than that which was originally  
787 specified or intended is needed, the customer must notify the service unit and the  
788 service unit's engineer and/or the service unit's director will consider approval of  
789 the updated meter size.

790  
791 Irrigation meters are permitted only for the initial establishment of  
792 vegetative plants in such areas as subdivision entryways, road medians and  
793 other such areas that do not otherwise require water service connections.  
794 Irrigation meters will only be installed for a period of no more than six (6) months  
795 and are subject to all rates, fees and charges otherwise applicable to water utility  
796 service except that no capacity fees will be charged. All costs incurred by the  
797 service unit that are not otherwise covered by the set rates, fees and charges  
798 (other than capacity charges) must be paid by the requesting customer before  
799 service is allowed to commence. All vegetative plantings must strictly adhere to  
800 the guidelines for "Florida Friendly Landscaping" as promulgated by the  
801 University of Florida Institute for Food and Agricultural Sciences (IFAS). If  
802 irrigation is to be accomplished by an automatic irrigation system, such system  
803 shall at all times have an operating rain sensing device or ground moisture  
804 detector. For such planting areas, the irrigation schedule shall comply with the  
805 schedule promulgated by the county for specific address-ending numbers. If the  
806 planting area has no discernable street address, it must be irrigated on a  
807 schedule as if it has an address ending in the number 9.

808  
809 **Sec. 102-138. - All water to be supplied through meters.**

810 The consumer is required to provide a proper service connection and  
811 service line on their property in accordance with the service unit's standards and  
812 specifications. The portion of the consumer's installation for water service shall  
813 be arranged so that all water service shall pass through the meter. No temporary  
814 pipes, nipples, or spacers are permitted and under no circumstances are  
815 connections allowed which may permit water to bypass the meter or metering  
816 equipment.

817  
818 **Sec. 102-139. - Meter testing.**

819 The service unit reserves the right to remove the meter and to check,  
820 repair or replace the meter any time at no cost to the consumer. A customer may  
821 request the meter be checked for accuracy at any time. The service unit will  
822 charge customer a fee in accordance with the rate schedules of the service unit  
823 in effect at the time of such testing. If a meter is determined to be faulty pursuant  
824 to applicable current AWWA standards, the customer's last three months' service

825 bills will be adjusted accordingly, and the meter will be repaired or replaced and  
826 the fee returned. If the meter is found to be in compliance with standards, the fee  
827 will be retained by the service unit to defray the cost of testing.

828  
829 **Sec. 102-140. - Damaging, tampering with, or altering service unit's facilities.**

830 No person shall damage or knowingly cause to be damaged any meter or  
831 water or wastewater pipe or fittings connected with or belonging to the service  
832 unit's water or wastewater system. No person shall tamper or meddle with any  
833 meter or other appliance or any part of such system in such manner as to cause  
834 loss or damage to the service unit. No person shall prevent any water meter  
835 installed from registering the quantity of water which otherwise would pass  
836 through the meter; alter the index or break the seal of any such meter; alter any  
837 lock placed on a meter; or in any way hinder or interfere with the proper action of  
838 just registration of any such meter.

839  
840 **Sec. 102-141. - Prima facie evidence of violation of section 102-140.**

841 The existence of any connection, wire conductor, meter alteration or any  
842 device whatsoever which offsets the diversion of water without the same being  
843 measured or registered by or on a meter installed for that purpose by the service  
844 unit, or the use or waste of water furnished by the service unit without its being  
845 measured or registered on a meter provided by the service unit is prima facie  
846 evidence of intent to violate, and of the violation of section 102-140 by the person  
847 using or receiving the direct benefits from the use of the water passing through  
848 such connection, device or altered meter or being used without being measured  
849 or registered on a meter. Any such persons found to be in violation of any  
850 provisions within this article shall be subject to action and penalties in  
851 accordance with Section 102-82.

852  
853 **SECTION 3. Severability.** If any section, sentence, clause, phrase or provision of this  
854 Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction,  
855 such invalidity or unconstitutionality shall not be construed as to render invalid or  
856 unconstitutional the remaining provisions of this Ordinance.

857  
858 **SECTION 4. Modification.** The provisions of this Ordinance may be modified as a  
859 result of considerations that may arise during public hearings. Such modifications shall  
860 be incorporated into the final version of the ordinance adopted by the Board and filed  
861 with the Clerk.

862  
863 **SECTION 5. Inclusion in the code.** It is the intention of the Board of County  
864 Commissioners of Citrus County, Florida, and it is hereby provided, that the provisions  
865 of this ordinance shall become and be made a part of the Code of Ordinances of Citrus

866 County, Florida. To this end, the sections of this ordinance may be renumbered or  
867 relettered to accomplish such intention, and that the word "ordinance" may be changed  
868 to "section," "article," or other appropriate designation.  
869

870 **SECTION 6. Effective Date.** This Ordinance shall take effect as provided by law.

871

872 **DONE AND ADOPTED** in Regular Session this \_\_\_\_\_ day of February, 2018.

873

874 BOARD OF COUNTY COMMISSIONERS  
875 OF CITRUS COUNTY, FLORIDA

876

877 ATTEST:

878

879 \_\_\_\_\_

880 ANGELA VICK, CLERK

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882

BY: \_\_\_\_\_  
RONALD E. KITCHEN, JR., CHAIRMAN

883 APPROVED AS TO FORM

884 AND CORRECTNESS:

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890 DENISE A. DYMOND LYN

891 COUNTY ATTORNEY