

ORDINANCE NO. 2018-____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, AMENDING THE CITRUS COUNTY CODE, CHAPTER 102, ARTICLE III ENTITLED "WATER AND WASTEWATER SERVICES IN COUNTY MUNICIPAL SERVICES BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES; AMENDING DIVISION 1 ENTITLED "GENERALLY"; AMENDING DIVISION 2 ENTITLED "USER RATES AND CHARGES; BILLING AND COLLECTION PROCEDURES AND REMEDIES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes;

WHEREAS, various provisions of Chapter 102, Article III of the Citrus County Code are in need of updating;

WHEREAS, a recent audit identified areas of the code that needed to be clarified;

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Citrus County, as follows:

SECTION 1. Chapter 102, Article III, Division 1 of the Citrus County Code is hereby amended in its entirety as follows:

Sec. 102-81. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial property means all improved real property other than residential property, except that mobile home parks that contain recreational vehicle spaces will be considered commercial property.

Condominium means a building or portion thereof containing one or more dwelling units in which each unit is designed for residential occupancy by one family only and which is owned pursuant to the provisions of Chapter 718, Florida Statutes as such may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 102-83. - Free service.

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

Sec. 102-84. - Application for service.

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

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

Sec. 102-85. – Connection Fees.

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

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

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

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

Sec. 102-86. - Withholding service.

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

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

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

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

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

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

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

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

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

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

Sec. 102-89. - Maintenance and standards.

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

Sec. 102-90. - Continuity of service.

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

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

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

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

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

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

Sec. 102-93. - Access to premises.

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

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

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

Sec. 102-95. - Resumption of service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 102-98. - Prerequisites for resumption of service

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

426
427 **Sec. 102-99. - Unauthorized connections.**

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

441
442 **Sec. 102-100. - Private fire service connection.**

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

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

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

Sec. 102-102. - Connections may be made by service unit.

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

Sec. 102-103. - Plan review fee.

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

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

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

The developer shall, at the developer's expense and at no expense to the service unit, retain the services of a registered professional engineer for the purpose of providing necessary inspection and supervision of the construction work to ensure that construction is at all times in compliance with accepted engineering practices and in compliance with the approved plans and specifications. The developer shall notify the service unit in writing of such appointment. A copy of each field report shall be submitted to the service unit. 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

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

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

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

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

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

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

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

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

- 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-

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

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

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

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

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

666
667 **Sec. 102-136. – Bill Adjustment.**
668

669 (a) If the service unit discovers a non-registering meter, the service unit will bill
670 the customer an estimate based upon an average of the customer's previous
671 twelve (12) month's usage. Estimated calculations made in accordance with
672 this section will apply only to the current billing cycle to allow the service unit
673 time to repair or replace the defective meter. If the service discovers
674 unauthorized usage, the customer will be billed upon an average usage
675 determined at the sole discretion of the service unit. If the service unit
676 determines that a customer has been overcharged or undercharged as a
677 result of incorrect meter reading, defective metering, incorrect rate schedule
678 application or other billing mistakes, the customer's account will be adjusted
679 for up to three billing cycles. If the service unit fails to bill a customer for
680 services provided, upon the service unit discovering the error, the service unit
681 will back charge the base rate for the preceding three billing cycles.
682

683 (b) The service unit may adjust a customer's bill by posting a partial credit to the
684 account after a break or a leak on the owner's side of the meter has been
685 repaired. In order to establish a basis for an adjustment, a customer must
686 provide to the service unit the following information.
687

688 (1) A written request for consideration of a credit, describing the defect and
689 identifying the date the defect was discovered and repaired; and
690

691 (2) A copy of the licensed plumber invoice for repair of the defect or, if the
692 customer repairs the break or leak, a notarized letter describing the
693 location of the break or leak and the work needed to repair the break or
694 leak.
695

696 (c) An adjustment to the customer's bill may be made after the following criteria
697 are satisfied.
698

699 (1) Where the monthly usage prior to repair results in at least a two hundred
700 percent, (200%), increase in the cost of water over the prior monthly bill;
701 and
702

703 (2) Where the customer has documented proof that the unusually high water
704 usage resulted from the break or leak which has been repaired, or the
705 service has been disconnected pending repairs; and

(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

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

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

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

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

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

Sec. 102-137. - Meters.

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

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

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

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

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

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

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

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

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

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

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

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

DONE AND ADOPTED in Regular Session this ____ day of February, 2018.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

APPROVED AS TO FORM
AND CORRECTNESS:

DENISE A. DYMOND LYN
COUNTY ATTORNEY