

IN THE VILLAGE OF CENTERTOWN, MISSOURI

Bill No. 0017-01

Ordinance No. 164

AN ORDINANCE ADOPTING CENTERTOWN WATERWORKS RULES AND REGULATIONS DATED
AUGUST 1, 2017

WHEREAS, The Village Clerk has presented to the Board of Trustees an updated Centertown Waterworks Rules and Regulations

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF CENTERTOWN, MISSOURI, AS FOLLOWS:

Section 1. The updated Centertown Waterworks Rules and Regulations for the Village of Centertown, Missouri, dated August 1, 2017, a copy of which is attached hereto and made a part hereof as if fully set forth herein, having been heretofore submitted by the Village Clerk, is hereby adopted.

Section 2. This ordinance includes implementation of a new Waterworks User Agreement, attached hereto and made a part hereof as if fully set forth herein, having been heretofore submitted by the Village Clerk, is hereby adopted.

Section 3. The Village Clerk will mail a copy of Rules and Regulations to all current customers of Centertown Waterworks.

Section 4. This ordinance shall be in full force and effect from and after its passage by the Board of Trustees.

FIRST READING HELD: 25TH JULY, 2017

SECOND READING HELD AND FINAL PASSAGE ON THIS 25TH DAY OF JULY, 2017 BY THE FOLLOWING VOTE:

	Aye	Nay
Lucas Welch	<u> x </u>	<u> </u>
Sally Whitaker	<u> x </u>	<u> </u>
Jesse Corona	<u> x </u>	<u> </u>
John Doyle	<u> </u>	<u> </u> absent
Heather Hunger	<u> x </u>	<u> </u>

Signature on file
Chairman, Board of Trustees

ATTEST:

Signature on file
Village Clerk

Centertown Waterworks

1227 Broadway Street, PO Box 175
Centertown, MO 65023
Office 573-584-9572 / Fax 573-584-3274
August 1, 2017

Rules and Regulations

1. General

These rules and regulations have been adopted to govern the water services furnished by the Village of Centertown in a uniform manner for the benefit of the Village and its water users. They are subject to change from time to time. If any portion of these rules shall be declared invalid by the competent authority, such voidance shall not affect the viability of the remaining portions.

2. Definitions

The following expressions when used herein will have the meaning stated below:

Applicant: Any individual, firm partnership, corporation or other agency owning land located within the Village, applying for a water user's agreement.

Board: The Board of Trustees of the Village of Centertown is the governing body for the Waterworks.

Water Users: Any individual, firm, partnership, corporation or other agency receiving water and water services, or to whom water services are made available, from the Village's facilities pursuant to a written Water User's Agreement.

Point of Delivery: The point of delivery shall be at the meter, unless otherwise specified in the Water User's Agreement.

Service: The term service when used in connection with the supplying of water shall mean the availability for use by the water user of water adequate to meet the water user's requirement. Service shall be considered as available when the Village maintains the water supply at normal pressure at the point of delivery, in readiness for the water user's use, regardless of whether or not the water user makes use of it.

Water User's Agreement: The written agreement or contract between the water user and the Village, pursuant to which water service is supplied or made available.

Water Services: A water service shall consist of facilities for supplying water to one residence or business establishment located on land with the Village.

3. Rate Schedule:

Rate schedule for water and water service are fixed by the Board of Trustees. The rate schedule is subject to change by action of the Board. If a provision of the rules and regulation conflict with a provision of the rate schedule, the provision of the rate schedule shall prevail. If the total amount of revenue and income derived from the collection of the water rates is insufficient to meet the payment of the costs of operation, maintenance, depreciation, necessary extensions and enlargements, the Board will increase the water rates for the first month thereafter to an amount to meet these costs and obligations.

4. Applications:

Applicants for Water User's Agreements shall make application to the Clerk of the Village.

5. Readiness to Accept Services:

Before installing a service extension and providing water, the Board may require the applicant to pipe his home and be in readiness to accept service.

6. Service is for Sole Use of the Water User:

A standard water service connection is for the sole use of the water user, and does not permit the extension of pipes to transfer water from one property to any other consumer. If an emergency or specific situation should make such an arrangement advisable, it shall be done only on specific written permission of the Board of Trustees for the duration of the emergency.

7. Agreements with Governmental and Public Bodies:

The Board may make specific water service contracts with the United States of America and its agencies, the State of Missouri, and its agencies, School Districts and municipal corporations, differing from stipulations set out in the rate schedule and rules.

8. Right of Access:

Representatives of the Village shall have the right at all reasonable hours to enter upon the water user's premises to read and test meters, inspect piping, and to perform other duties for the maintenance and operation of service, or to remove its meters and equipment upon discontinuance of service by the water user.

9. Continuity of Service:

The Village will make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extensions, or for other necessary work. Efforts will be made to notify water users who may be affected by such interruptions but the Village will not accept responsibility for losses, which might occur due to necessary or accidental interruptions.

10. Meters:

Meters will be installed, owned, inspected, tested, and kept in proper operating condition by the Village, without cost to the water user, except that each water user shall pay a connection fee set by the Village which shall not be refundable. A complete record of tests and histories of meters will be kept. Meter tests will be made according to methods of the American Waterworks Association by the Village as often as deemed necessary by the Board.

11. Meter Accuracy:

Service meter errors which do not exceed two percent (2%) fast or slow shall be considered as being within the allowable limits of accuracy for billing purposes. The percentage of error will be considered as that arrived at by taking the average of the error at full load and that at ten percent (10%) load, unless a water user's rate of usage is known to be practically constant in which case the error at such constant use will be used.

12. Meter Location:

Meters shall be set in an accessible place on the outside of buildings except where otherwise directed by the Village. All meters shall be set horizontally and never connected into a vertical pipe. Meters outside of buildings shall be placed in meter boxes installed by the Village.

13. Bills:

Meters are read on or about the 10th of the month, bills will be mailed out within five days of reading, bills are due on the 10th of the following month. Penalties will be assessed on the 11th, on or about the 20th, disconnect notification letters will be mailed to customers with the unpaid balances due. Disconnection will occur on or about the 30th. If the unpaid balance is not paid in full by 9 a.m. on the disconnection date stated in the notification letter, the service will be shut off and applicants will be charged a reconnection fee to continue service. Service bills not paid by the 10th of the month shall be subject to a penalty. Failure of the Village to submit a service bill shall not excuse the water user from this obligation to pay for the water used when the bill is submitted. Failure to pay a bill by the 30th of the month shall result in the disconnection of the service. Payment shall be mailed to the Water District, P.O. Box 175, Centertown, MO 65023. The Water District shall provide for the mailing of cards properly prepared for the computing of such bill by the water user.

14. Reconnection Charges:

The reconnection charge for restoration of service, of reconnection is authorized and approved under the provisions of the By-Laws of the Village, after each suspension of service because of delinquent payment or for the other infraction of these Rules shall be the unpaid amount plus \$50.00 for reconnection set by the Board of Trustees.

15. Requested Meter Tests:

Meter tests requested by water users will be performed without cost to the water user if the meter is found to be in excess of two percent (2%) fast. Otherwise the water user for whom the requested test was made will be charged the cost of making the test.

16. Consumer's Responsibility:

The water user shall be responsible for any damage to the meter installed for his service, for any cause other than normal wear and tear.

17. Change of Occupancy:

It shall be the water user's responsibility to anticipate any change of occupancy and to withdraw the balance of the meter deposit less any amounts due the Village. Until such withdraw is made the original water user shall be responsible for payment of services.

18. Main Extensions and Future Connections:

In extending water mains to service an applicant without an existing meter, the Village Board may charge a connection fee. The connection fee will consist of labor required to install said connection. All materials will be provided by the Village. In addition, there will be a water deposit collected once service connection is complete. The Village may adjust fees in the event a new connection affects the cost to a considerable part of the entire system.

19. Services:

The Village will install and maintain all water pipes, the corp stop, meter, and the meter settings from its main to the meter on property abutting the right of way along which the main is installed. The service pipe shall not be less than ¾ inches in size. The meter will set in front of the premises to be served or at the closet point on the water user's premises as designed by the Village.

20. Meter Deposits:

All water users of said Water District and applicants therefore shall make a service deposit before connecting any water service lines to the water lines and meters of said Village. This meter deposit shall be established by resolution of the Board of Trustees and is in addition to the connection fee. The Board may establish a standard meter deposit and then adjust it for special cases such as business establishment user requiring a large volume of water, special meters, etc. At this time, an owner of a home is expected to pay a \$100.00 meter deposit and the tenant is expected to pay a \$100.00 meter deposit. These deposits are kept by the water district until tenant moves out and the meter deposit will be taken out of final bill and remainder is refunded to forwarding address or if owner sells the property.

21. Tank Sales:

The Board has the exclusive power to authorize tank sales or sales in bulk of water from such supply heads and such rates as it may designate.

22. Applicants Having Excessive Requirements:

In the event an applicant whose water requirements are found to exceed the Village's ability to supply it from existing plant without adversely affecting service to other water users to an unreasonable extent, the Village will not be obligated to render such service, unless and until suitable self-liquidating financing is arranged to cover necessary investment in additional plant.

23. Connection with Private Water Systems:

There shall be no physical connection between any private water system and the water system of the Village. Representatives of the Village shall have the right at all reasonable hours to enter upon water user's premises for the purpose of inspection and enforcement of this provision. Violation of this provision shall constitute cause for disconnection of a water user's service.

24. Multiple and Commercial Users:

The Board of Trustees shall have the right, from time to time, to establish reasonable rules regarding multiple and commercial users for the protection of the Village. Multiple hook-ups shall be guaranteed for a five (5) year period, whether or not they are in actual use, unless such hook-up is at the end of a water line where the line must be extended for actual installation, hook-up and service, in which case the length of the guarantee shall be determined by the Board of Trustees. Where multiple hook-ups are contracted for, paid, and guaranteed, and where all hook-ups through those which are in operation, without additional charge, until all minimums have been exhausted in the applicable month, providing the monthly minimum for each hook-up is paid.

25. Individual Connection:

Individual connections, whether connected or not, shall be guaranteed for six (6) months, except where such connection is at the end of a water line, as planned, where the line must be extended for actual installation, hook-up or connection and service, in which case the length of the guarantee shall be determined by the Board of Trustees.

Signature on file
Chairman, Board of Trustees

ATTEST:

Signature on file
Village Clerk

Centertown Waterworks

1227 Broadway, P.O. Box 175, Centertown 65023, Tel. 573-584-9572 Fax 573-584-3274

*****A COPY OF YOUR DRIVERS LICENSE IS REQUIRED*****

It may take at least one business day to set up service.

(PLEASE INCLUDE FIRST & LAST NAMES OF ALL PARTIES -THAT ARE TO BE LISTED ON THE ACCOUNT AND HAVE RIGHTS TO MAKE INQUIRIES ON THE ACCOUNT)

1) NAME-LAST _____ FIRST _____

SOCIAL _____ EMPLOYER _____

SECURITY # _____ EMPLOYER PHONE _____

PHONE# (HOME) _____

PHONE# (CELL) _____

2) NAME-LAST _____ FIRST _____

SOCIAL _____ EMPLOYER _____

SECURITY # _____ EMPLOYER PHONE _____

PHONE# (CELL) _____

COMMERCIAL ACCOUNTS:

BUSINESS NAME _____

PHONE# _____ TAX ID # _____

CONTACT NAME _____

SERVICE
STREET ADDRESS _____

CITY, STATE, ZIP _____

MAILING ADDRESS _____

OWN _____ RENT _____ LANDLORD NAME/PHONE _____

E-MAIL ADDRESS _____

SIGNATURE _____ DATE _____

SIGNATURE _____ IS INFORMATION CONFIDENTIAL? _____

(Does not apply to commercial)

DO NOT WRITE BELOW THIS LINE-OFFICE USE ONLY

ACCOUNT # _____

OLD ACCT # (IF APPLICABLE) _____ STATUS _____

DEPOSIT DATE _____ AMT _____ CK/CASH _____

Today's Date: _____

Start Date: _____