BOARD OF PUBLIC WORKS

Kennett, Missouri

RULES AND REGULATIONS

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EXCERPTS FROM ORDINANCE NO. 193: PAGES 359-361, DATED JUNE 11, 1941

"An Ordinance creating an executive department of the City of Kennett, Missouri, to be known as the "Board of Public Works" of the City of Kennett, Missouri, providing for the appointment of the members of said Board, describing and defining their duties, providing for the control, operation, maintenance, repair and extension of the Municipal Water Works and Electric Light Plants and Systems of the City of Kennett, Missouri, providing a date when this ordinance shall become effective, and for other purposes.

Section 5. Said Board of Public Works shall have the management and control of the Municipal Water Works, Municipal Electrical Light Plant, and Natural Gas Facilities of the City of Kennett, and also the assessment of light, power, gas, and water rates, provided that such rates shall be approved by the Mayor and Council of said City.

Section 6. Said Board shall hold its regular meetings on the first and third Mondays of each month and shall hold adjourned meetings when deemed necessary. All meetings of said Board shall be public and shall be held at the City Hall in the City of Kennett or at such other place as the City Council shall hereafter designate."

The Board of Public Works holds its regular meetings at its office located at 303 S. Anthony Street. This is normally the second and fourth Tuesday of the month.

DEFINITIONS

1. DEFINITIONS

a) **Above Normal Gas Delivery Pressure:** The gas pressure delivered to the gas meter at more than seven (7) inches of water column pressure.

b) **CEO:** The Chief Executive Officer of City Utilities for the Board of Public Works.

c) **Code Enforcement Officer:** Enforcement officer established by the City Council who shall enforce minimum building standards as required by City Ordinance No. 2332, Chapter 500.

d) **City: The** City of Kennett, Missouri.

e) **City Government:** The Mayor and City Council of the City of Kennett, Missouri.

f) **City Utilities:** Kennett Board of Public Works.

g) **Contractor:** A corporation or individual hired to install water or sewer mains and capable of supplying proper equipment and skilled labor for that purpose.

h) **Customer:** A corporation, association, or individual legally connected to the City Utilities System.

i) **Department:** The electric, gas, water, or sanitary sewer departments of the Board of City Utilities.

j) **Easement:** The land legally designated for the installation and maintenance of utility lines necessary to properly serve the public with utility services.

k) **Engineer:** A person or firm registered by the Missouri Board for Architects, Professional Engineers, and Land Surveyors of the State of Missouri.

l) **Gas Fuel Line:** The customer-owned gas piping downstream of the gas meter.

m) **Gas Main:** A gas distribution line that serves as a common source of supply for more than one service line.

n) **Gas Service Line:** A gas distribution line that transports gas from a common source of supply to a gas meter.

o) **Lot:** A parcel or portion of land in a subdivision, or plat of land separated from other parcels or portions by descriptions as on a subdivision of record, survey map, or by metes and bounds.

p) **Meter:** A device or devices used to measure and record the quantity of electric energy, gas, and water supplied to the customer.

q) **Net Metering:** Measuring the difference between the electricity supplied by the Utility and the electricity generated by an eligible customer-generator and fed back to the electric grid over the applicable billing period.

r) **Normal Gas Delivery Pressure:** The gas pressure delivered to the gas meter at seven (7) inches of water column pressure.

s) **Plat:** A map of a proposed subdivision meeting the requirements of land Subdivision Ordinance No. 967, Chapter 400.

t) **Primary Distribution:** High voltage distribution lines normally greater than 600 volts.

u) **Private Fire Connection:** A pipe with appurtenances used to conduct water from a main to the point of connection to a customer's private fire protection system.

v) **Property Owner:** An individual, corporation, or association holding legal title or otherwise having legal control of a property.

w) **Right-Of-Way: A** street or roadway dedicated to the city or the State of Missouri.

x) **Secondary Distribution:** Low voltage distribution lines normally less than 600 volts.

y) **Service Area:** The entire city limits and any other areas where the departments furnish utilities.

z) **Service Drop:** The overhead service conductors from the last pole or other aerial support to and including the splices, if any, connecting to the service entrance conductors at the building or other structure.

aa) **Service Lateral:** The underground service conductors between the street main, including any risers at a pole or other structure or from transformers, and the first point of connection to the service-entrance conductors in a terminal box or meter or other enclosure with adequate space, inside or outside the building wall. Where there is no terminal box, meter, or other enclosure with adequate space, the point of connection shall be the point of entrance of the service conductors into the building or other structure.

bb) **Service Line:** That portion of the service line between the water or sewer main and the structures on the customer's premises to be supplied.

cc) **Sewer Main:** A sewer pipe owned and maintained by City Utilities, to which service connections are attached.

dd) **Subdivision:** A parcel of land divided into two or more lots or other subdivisions of land.

ee) **Water Main:** A supply pipe owned and maintained by City Utilities, to which street service connections are attached to supply water to one or more customers.

GENERAL RULES AND REGULATIONS

1. RATES:

a) All utility rates will be established by the Board of Public Works.

b) Different rates are available for certain classes of utility services. The department will advise any customer as to the rate best adapted to existing or anticipated service requirements as defined by the customer.

c) Electric Rate Classes:
   a. Residential: Applicable to any Customer that purchases the majority of their electricity for personal domestic use.
   b. Commercial: Applicable to all Non-Residential single-phase customers.
   c. Small Industrial: Applicable to all Non-Residential three-phase customers with a demand less than 1000kW.
      i. Demand charges are billed based on a 100% Ratchet. The demand charge will be based on the highest demand in the previous 12 months. The demand charge will be the same each month until a lesser or higher demand is reached in the previous 12 months.
      ii. Seasonal Interruptible customers will be billed for actual capacity each month.
   d. Large Industrial: Applicable to all Non-Residential three-phase customers with a continuous demand of 1000kW or greater.
      i. Demand is billed on actual usage each month.
      ii. Power Factor Penalty: The power factor of the customer shall be not less than 95% at the time of measurement of the maximum bill capacity. If the power factor is less than 95%, the billing capacity shall be equal to the measured capacity multiplied by 95% and divided by the percent power factor. If the power factor is greater than 95% there will be no change in the billing capacity.
   e. Industrial Irrigation: Applicable to irrigation only customers.
      i. Demand charges are billed based on a 100% Ratchet. The demand charge will be based on the highest demand in the previous 12 months. The demand charge will be the same each month until a lesser or higher demand is reached in the previous 12 months.
      ii. Customers on this rate are responsible for labor and material to connect the service. Irrigation accounts are not eligible for seasonal disconnect.
   f. Security Lights: Applicable for overhead outdoor lighting not metered by City Utilities.

d) Gas Rate Classes:
   a. Residential: Applicable to any Customer that purchases the majority of their gas for personal domestic use.
   b. Commercial: Applicable for a business whose use will not exceed 1,550,000 cubic feet in any 31 days.
   c. Industrial: Applicable to customers whose use will exceed 1,550,000 cubic feet in any 31 days.

e) Water Rate Classes:
   a. Residential: Applicable to any Customer that purchases the majority of their water for personal domestic use.
   b. Commercial & Industrial: Applicable to all non-residential customers.
   c. In addition to the water rates above, a capital improvement fee will be added to all water meters at a rate per the rate schedule.

f) Sewer Rate Classes:
   a. Residential: Applicable to any Customer that purchases the majority of their water for personal domestic use.
   b. Commercial & Industrial: Applicable to all non-residential customers.

2. APPLICATION FOR SERVICE:

a) Customers may connect all utility services offered by City Utilities at the administration office located at 303 S. Anthony Street. Customers must provide the required documentation and make a deposit for services. Customers receiving services from City Utilities are subject to all rules and regulations approved by the Kennett Board of Public Works, and all related ordinances of the City of Kennett.

b) The use of a fictitious name by the prospective customer shall be sufficient reason for refusal and/or termination of service. Any change in the identity of the customer at a premise shall require a new application, City Utilities may discontinue service until such new application has been made and accepted.

c) At a minimum, the application shall require the Applicant, and any co-Applicant to provide the following information, where applicable:
   a. The physical street address and location where services shall be delivered.
   b. The full name, mailing address, telephone number, mobile telephone number, email address, and any other pertinent identification and contact information for Applicants.
   c. Social security number
   d. A photocopy of all Applicant's driver's license, or if none, a valid photo identification.
   e. Any other information deemed necessary to allow City Utilities to determine whether to approve an application and safely provide services in compliance with any applicable local, state, or federal law.
   f. Provide proof of ownership if the Applicant owns property.
   g. If renting property, the Applicant's name and address must be listed on the inspection list from Code Enforcement.

3. REQUIREMENTS:

a) Residential Deposits
   a. All residential customers are required to make a deposit prior to City Utilities providing service, unless otherwise provided under the Utility's special inspection provisions or 30-Day Building/Construction permit.
   b. Residential deposits are based on a credit check and the address where service is requested. Deposits can be calculated before service connection at the City Utilities office or through our text line. Photo ID and Social Security number are required for a credit check. If the requested address is changed, a new deposit calculation will be performed.
   c. No utility service shall be supplied to any former Customer until any outstanding balance owed to City Utilities has been paid in full, unless they qualify for a pre-pay exception.
   d. Outbuildings metered separate from the residence will require an additional deposit.
   e. If a customer is deceased and they have a living spouse, the account can be moved into the spouse's name with no update to the account number or deposit. If they did not have a living spouse, the service would be disconnected within 30 days or 1 week after first contact.
   f. Utility bonds are not accepted in lieu of a cash deposit.

b) Commercial Deposits
   a. All commercial customers are required to make a deposit prior to City Utilities providing service. The deposit is to be pledged to City Utilities by the person(s), corporation, limited liability company, or other business entity requesting service as security for payment of bills incurred by the depositor for services provided by City Utilities.
   b. Commercial Deposits are based on two times the highest bill of the previous business at this location or of a similar business. The following is taken into consideration when determining a commercial deposit: type of business, size of the building, number of days of operation, and type of equipment used.
   c. After 12 months of continuous usage, the customer may request City Utilities review their deposit decision. If the customer's deposit is greater than two times their highest month's usage, City Utilities will reset the deposit and refund the difference. If the customer's deposit is less than two times their highest month's usage, an additional deposit will be required.

c) A deposit is not required on any U.S., State, County, or City Accounts.

4. BILLING AND PAYMENTS:

a) All City Utility bills are due on the 14th of each month, late payment penalties are applied on the 15th, and the last day to pay is the 24th. The customer due dates cannot be changed upon customer request. If a due date falls on a weekend or holiday, then another working day will be allowed.

b) A monthly statement for utility service shall be furnished to each customer and each statement shall indicate the amount due for service as determined by meter readings and other charges that apply unless the customer has been moved to paperless. Failure to receive any statement from City Utilities will not entitle the customer to delay payment beyond the due date.

c) The department reserves the right to estimate the monthly statement of any customer if unable to read the meter or meters for any valid reason.

d) Extensions beyond the cut-off date may be granted by customer service personnel but must be done before your last day to pay. During a rolling calendar year customers are allowed three agreements with a 3-day extension and one agreement with a 5-day extension. If a customer fails to honor an agreement, services will be disconnected and further extensions will be denied for that rolling calendar year.

e) Customers may use one of the following options to pay their bill.
   a. Visa, MasterCard, and Discover credit or debit cards, as well as checks, are accepted through the following payment options:
   b. Online through the authorized payment provider
   c. In person at the utility office
   d. At the drive-thru
   e. By phone through the Interactive Voice Response (IVR) system
   f. At other authorized participating merchants
   g. Automatic payments can be set up through the SmartHub app or website, or in the office using a check, credit or debit card, and ACH.
   h. Mail payment to Kennett Board of Public Works, PO Box 40, Kennett, MO 63857

f) Levelized billing is available to customers that would like to pay the same amount throughout the year. To be eligible for levelized billing, customers must meet the following criteria:
   a. Must be a customer for a year at the same location.
   b. Not more than two payments past the due date in the last 12 months.
   c. No returned checks in the last 12 months.
   d. No non-pay disconnects in the last 12 months.
   e. Must set up auto-payment via ACH, Debit, or Credit Cards.
   f. Utility bills will be recalculated every May. The new payment will be based on the average of your usage over the past 12 months and any remaining balance or credit that is currently on your account.

g) Pre-Pay Utility Service
   a. Pre-Pay Utility Service allows customers to pay for utility services in advance and monitor their usage as charges are applied to their account balance.
   b. Customers enrolled in the pre-pay program are responsible for maintaining a sufficient account balance to continue receiving service.
   c. Enrollment Requirements
      i. Customers wishing to enroll in the Pre-Pay Utility Service program must meet the following requirements:
      ii. The customer must sign a Pre-Pay Service Agreement prior to enrollment.
      iii. The customer must have the required pre-pay deposit on file with the Utility.
      iv. The customer must establish an initial minimum credit balance, as determined by the Utility, before service will be activated under the pre-pay program.
      v. The Utility reserves the right to determine eligibility for participation in the pre-pay program.

d. Existing Account Balances
    i. Customers who have an outstanding balance from previous utility service may enroll in the pre-pay program under the following conditions:
        1. The outstanding balance may be transferred to a miscellaneous charge on the account.
        2. The balance may be set up to be repaid over a maximum period of ten (10) months.
        3. Repayment will be deducted daily from the customer's pre-pay account balance.
        4. If the customer disconnects service before the balance has been paid in full, any remaining balance will become immediately due and payable.
e. Account Balance Requirements
    i. Customers enrolled in the pre-pay program must maintain a positive account balance at all times.
    ii. Utility charges will be deducted from the account balance as services are consumed.
    iii. Customers are responsible for monitoring their account balance and adding funds as necessary to prevent service interruption.
f. Low Balance Notifications
    i. The Utility may provide low balance notifications to customers enrolled in the pre-pay program.
    ii. Notifications may be sent by:
        1. Text message
        2. Email
        3. Automated phone call
        4. Online account alerts
g. Customers are responsible for ensuring their contact information remains current with the Utility. Failure to receive a notification does not prevent disconnection if the account balance reaches zero.
h. Disconnection of Service
    i. If the account balance reaches $0.00, the account will be subject to immediate disconnection of service.
    ii. If the account balance is not replenished, the account will be closed on the third (3rd) business day following disconnection. At that time if the account is reconnected passed the 3rd business day the account will require an additional deposit on top of the pre-pay deposit.

h) Any customer whose payment is returned to City Utilities by a bank or credit card institution for any reason, shall pay a Return Payment Fee. The fee and return payment must be paid in cash before the last day to pay to avoid service disruption. Once a customer has had 2 returns, they are required to pay with cash or debit for 1 year.

i) If a customer has had a payment returned for fraud, the customer could be disconnected and will be required to pay with cash or moved to pre-pay services.

j) All coins used for payment must be rolled using the following guidelines:
    a. Pennies in increments of 50¢.
    b. Dimes in increments of $5.00.
    c. Nickels in increments of $2.00.
    d. Quarters in increments of $10.00.

5. ACCESS TO PREMISES:

a) Duly authorized employees of City Utilities shall be granted access to the customer's premises at all reasonable hours to read meters, and to inspect, repair, install, or remove any or all the department's equipment.

b) Duly authorized employees of City Utilities shall be granted access to all property with documented easements. If property access is blocked in a documented easement area, City Utilities will not be responsible for damage or repairs of property within the documented easement area.

6. CUSTOMER'S RESPONSIBILITY:

a) No person except department employees shall connect or disconnect any meter without first obtaining permission to do so from the CEO of City Utilities.

b) Equipment of City Utilities located on a customer's property shall be protected by the customer from unnecessary damage. The customer will be held responsible for necessary repairs made necessary due to negligence.

7. CONTINUITY OF SERVICE:

a) The department will make every reasonable effort to furnish utility services to meet demands. However, should shortages occur because of acts of God or causes beyond the immediate control of the Department, the Department shall have the right to grant preference to those services which, in its opinion, are the most essential to the public welfare. The Department shall not be held liable for monetary loss or loss of business from shortages in the supply of electric energy, gas, or water.

b) City Utilities reserves the right to shut off any service for repairs, extensions, or other necessary operations. Every reasonable effort will be made to notify customers before the interruption in service, but an emergency may not permit taking the time to do so.

8. TERMINATION OF SERVICE:

a) Before disconnection of service due to non-payment, the City Utility will send a notice by email or phone call of the last day to pay if we have the contact information on file. This date may be moved forward one working day should the ten days fall on a weekend or holiday. After the last day to pay, an additional deposit will be assessed, and the account will be subject to immediate disconnection with account closure to follow on the 3rd business day. Once the account is closed the customer will have to go through the application for service process again and the deposit will be based on the maximum. If a customer has been disconnected for non-payment multiple times in a rolling 12-month period, the customer will be placed on pre-pay services for a minimum of one year (see Section 4 (g)).

b) Whenever a customer shall order their services discontinued, or shall otherwise cease to be a customer, all amounts owed to the Department shall immediately become due. Anyone that is listed as the primary on the account can disconnect all or part of the services regardless of if they reside in the residence or not.

c) Upon payment of all amounts owed, the customer's service deposits shall be returned within 30 days. If a customer fails to notify City Utilities of their desire to terminate services, the customer shall be held legally responsible for any utility service registered on the meters that are located on the premises and recorded in their name. The customer's service deposits shall be applied to their account for amounts owed to City Utilities.

d) Medical Rule: If a customer has a letter on file from their doctor that states they have medical equipment that requires electricity we will give them a call the day before we disconnect the service for non-payment. However, they will still be assessed a non-payment service fee.

9. AFTER-HOUR EMERGENCY CALLS:

a) The departments will maintain standby crews for after-hour emergency calls.

b) After-hour operators may be reached by calling 573-888-5366.

c) After-hour call outs that are not deemed to be of an emergency nature, may be subject to an after-hour charge per the rate schedule. The after-hour operator will inform the customer of any possible charges related to their request.

10. LANDLORDS / PROPERTY OWNERS

a) Proof of Occupancy
   a. All customers must provide proof of ownership or occupancy prior to the establishment of utility service.
   b. For rental properties, the renter's name and address must appear on the Rental Inspection List provided to City Utilities by the City Code Enforcement Department before utility service can be connected.

b) Deposits
   a. A minimum deposit is required for all residential utility accounts.
   b. The deposit must be paid in full prior to service connection, unless otherwise specified under special inspection provisions.
   c. This requirement also applies to landlords whose properties automatically revert back into the landlord's name when a tenant disconnects service. In such cases, the landlord will be billed the required deposit on the first utility bill issued after service is connected.

c) Landlord Inspection Accounts (48-Hour Accounts)
   a. Accounts opened solely for a landlord inspection may be connected without a deposit under the following conditions:
      i. Service may remain active for no longer than 48 business hours.
      ii. Sanitation service will not be charged unless sanitation service is specifically requested.
      iii. A disconnect order will be scheduled at the time of connection for 48 business hours later.
      iv. The disconnect order cannot be extended without payment of the required deposit.

d) 30-Day Building or Construction Permit
   a. Landlords with an approved 30-Day Building or Construction Permit issued by the City are exempt from sanitation services and sanitation charges during the approved permit period.
   b. Proof of the permit and applicable dates must be provided at the time of connection.
   c. If the permit is extended beyond the original 30-day period:
      i. A deposit will be required.
      ii. Sanitation charges will begin on the 31st day.
      iii. A trash cart will be delivered. All sanitation rules regarding acceptable waste types remain in effect.

e) Utility Bonds
   a. Utility bonds are not accepted in lieu of a cash deposit for residential properties. Any bonds currently on file will remain in effect until expiration but cannot be renewed.

11. SUNSHINE LAW REGULATIONS:

a) Section 610.023.1, RSMo, of the Sunshine Law provides that a public governmental body is to appoint a custodian to maintain that body's records and the identity and location of the custodian is to be made available upon request.

b) Section 610.026, RSMo, of the Sunshine Law sets forth that a public governmental body shall provide access to and, upon request, furnish copies of public records.

c) Section 610.028.2, RSMo, of the Sunshine Law, provides that a public governmental body shall provide a reasonable written policy in compliance with §§ 610.010 to 610.030, RSMo, regarding the release of information on any meeting, record, or vote.

d) Section 610.020.3, RSMo, of the Sunshine law sets forth the requirements for the audio, video, and electronic recording of open and closed meetings.

e) Section 6.10.021.25, RSMo, of the Sunshine Law, City Utilities, shall protect the personal information of individual municipal utility customers, including individually identifiable customer usage and billing records. This includes customer name, location of service, phone number, bill amount, and any other identifiable information. In accordance with this subsection, City Utilities shall make available to the public on commercial accounts the customer's name, billing address, location of service, bill amount, and dates of service. City Utilities shall provide the customer's name, location of service, and listed phone numbers to members of law enforcement, fire departments, and social service workers when such information is requested in the course and scope of their work. Customers may, at their request, authorize City Utilities to release their information.

f) Jill Rickman has been appointed by the Board of Public Works to serve as the Custodian of Records and is located in the administration office of City Utilities at 303 South Anthony Street, Kennett, Missouri. Ms. Rickman shall respond to all requests for access to or copies of a public record within the time period provided by statute, except in those circumstances authorized by statute.

g) The fees to be charged for access to or furnishing copies of records shall be as hereinafter provided: Fees may not exceed 10 cents per page for paper copies 9 x 14 or smaller.
   a. Hourly fees of staff involved in research and preparation of records will not exceed the average hourly rate of pay.
   b. Time will be billed at actual cost.
   c. The requester may request an estimate before services are performed.
   d. Fees must be made before the fulfillment of the request.

h) It is the public policy of the Kennett Board of Public Works that meetings, records, votes, actions, and deliberations of this body shall be open to the public except as provided by provisions of 610.021, RSMo, of the Sunshine Law, which records shall be closed as allowed by law.

i) The Kennett Board of Public Works shall comply with 610.010 to 610.225, RSMo, the Sunshine Law, as it now exists or as hereafter amended.

j) In compliance 610.020.3, RSMo, of the Sunshine Law, the Board of Public Works, shall allow audio, video, and electronic recordings of the public meetings, so long as it does not disrupt the meeting. No audio, video, or electronic recordings of any meeting, record, or vote closed according to the provisions of section 610.021 shall be permitted without permission of the public body. Any person who violates this provision shall be guilty of a class C misdemeanor.

ELECTRIC SERVICE

1. APPLICATION FOR SERVICE:

a) An application for service will be required of each customer in accordance with "General Rules and Regulations".

b) Electric service to each customer shall be for the sole use of such customer on the premises described in the application for electric service, and resale or sub-metering of electric energy by such customer is prohibited.

c) Electric service furnished by City Utilities is subject also to the requirements outlined in ordinances of the city relating to electrical installations, inspections, licensing, permits, and regulations and in the Rules and Regulations of the National Electrical Code.

2. SERVICE ENTRANCE:

a) It shall be the responsibility of each prospective customer to contact City Utilities for a mutual agreement as to the location of the overhead or underground electric service entrance. City Utilities shall have no responsibility, duty, or obligation to furnish electric service at a point other than that approved by City Utilities.

b) The point of delivery of all electric energy furnished by City Utilities to any electric customer, unless otherwise designated, shall be at the point where the wires of City Utilities first attach to any building, structure, or customer's service wires on the customer's premises.

c) City Utilities will not be required to build additional service drops to reduce customer-wiring costs when an existing service drop can be used.

d) Where services are installed that will require the service wires to overhang the roof, the customer's weatherhead shall be located at a sufficient height above the roof to be in full compliance with Article 230-24 of the National Electric Code.

e) It will be the customer's responsibility to install the meter base, meter loop, and service mast. City Utilities will furnish a 200-amp meter base at no charge to residential customers. Meter bases can be picked up at the business office located at 303 S. Anthony Street. Meters bases will not be provided for outbuildings or commercial use.

f) The customer must provide a secure means for attachment of multiconductor cables used for the service drop at the service entrance of the building or structure. Where a service mast is used for the support of service drop conductors, it shall be of adequate strength or be supported by braces or guys to withstand safely the strain imposed by the service drop and must be of proper height to meet code. City Utilities shall not be held responsible for damage to a customer's building from the failure of the service mast or attachment to support the service drop.

3. UNDERGROUND SERVICES:

a) If requested in advance by the customer, City Utilities may install single-phase underground electric service laterals for new residential homes. The cost to the customer will be the difference in cost between underground material and overhead material. In subdivisions, where overhead utilities are not available, a single-phase underground service will be installed at no additional cost to the customer.

b) City Utilities will install the underground service lateral using a trencher that will refill the trench. However, leveling of the soil and grass replacement will be the customer’s responsibility.

c) City utilities may replace existing overhead service drops with underground services if major remodeling to the property requires a new service entrance and panel and if it is determined to be feasible and possible by City Utilities. The cost to the customer will be the difference in cost between underground material and overhead material.

d) Underground services for all classes of electrical service, except residential, shall be installed and maintained by the customer. Regardless of the location of the meters, the point of delivery for underground services from distribution lines shall be at or along such distribution lines as designated by City Utilities.

4. THREE-PHASE SERVICE:

a) City Utilities will provide three-phase service to our customers where it is feasible and possible to do so. Although this increases the cost to our distribution system, if available this service is provided to the customer. If additional work is required to provide a three-phase service, charges will apply.

b) It will be the responsibility of the prospective customer to contact City Utilities about the availability of three-phase service. City Utilities shall have no responsibility, duty, or obligation to furnish three-phase service unless there is prior approval by City Utilities.

c) It shall be the customer's responsibility to protect three-phase motors from "single phasing", which can damage electric motors. Since it is impossible to remove the threat of "single phasing", the damaging results should be eliminated. This can be done in many ways with the proper protective equipment. Check with your supplier and a competent licensed electrician to be sure that all three-phase motors are protected.

d) Any industrial customer with three-phase service will be billed on a demand power rate. If a customer requests the electric demand service to be disconnected for the season, they must pay a service charge and any avoided charges they would have incurred if they had not disconnected before the service can be reconnected.

e) To change from single-phase service to three-phase, the cost will be the responsibility of the customer in addition to a fee to switch between services per the rate schedule This will also require the customer to have the service inspected by code enforcement prior to City Utility making the change.

5. TEMPORARY ELECTRIC SERVICE:

a) Temporary electric service is intended to provide power for construction activities, short-term business operations, and other situations in which permanent service is not yet available. All temporary electric service installations shall comply with the requirements below.
    a. A temporary service pole and meter will only be installed after the applicant has obtained an approved Building Permit from the City of Kennett. No temporary electric service will be energized until proof of permit is provided to the Utility.
    b. The initial temporary electric service associated with a Building Permit will be valid for a period of six (6) months from the date of installation. If service is required for over six months, the permit holder must request and obtain a renewal of the Building Permit prior to the continuation of temporary electric service. If the permit is not renewed, temporary electric service will be disconnected without further notice.
    c. A Building Permit will not be required for temporary business or short-term commercial operations that will be in service for less than thirty (30) days.
        i. These customers must apply for temporary service through the Utility and will be required to provide the expected start and end dates of operation.
        ii. Service over 30 days will require compliance with Section 1 above.
    d. All temporary service poles and associated equipment must be installed in accordance with the Utility's construction standards. The Utility reserves the right to refuse or disconnect temporary service that does not meet required safety standards.

e. All temporary services are subject to the standard fees, deposits, and rates established by the Utility. Additional charges may apply for relocation or repeated connection/disconnection.
f. Temporary service is not intended to be permanent. Once permanent service is available, or once the permitted activity is complete, the Utility will remove the temporary meter and/or service equipment. Failure to request removal when required may result in disconnection.

6. NET METERING:

a) Applicable Service Territory
   a. Net metering and electrical system interconnection are available on a first-come, first-served basis in the distribution service territory of City Utilities at any point on the utilities existing facilities that has adequate capacity and suitable voltage for delivery of service until:
      i. The total rated generating capacity of all net metering systems on City Utilities equals 5% of the Utility's single-hour peak load during the previous year; or
      ii. The total rated generating capacity of approved new interconnection agreements during the current calendar year equals or exceeds 1% of City Utility's single-hour peak load for the previous calendar year.

b) Availability of Service
   a. Net Meter Service is available to any existing City Utilities customer who is in good standing under the City's electric service schedules, that owns and operates a renewable energy electric generator powered by solar, hydro, wind, or fuel cells using hydrogen produced by solar, hydro, or wind with a capacity of not more than one hundred kilowatts that is located on the customer's premises, is interconnected and operates in parallel phase and synchronization with the existing transmission and distribution facilities, and is intended primarily to offset part or all of the customer's own electric power requirements.
   b. Additional sources of renewable energy may be certified by the Department of Natural Resources, and they will be accepted by the city.
   c. All agreements hereunder are between the customer-generator and City Utilities and shall not include a third party.

c) Monthly Billing
   a. The electric service charge shall be in accordance with the monthly billing under the customer's effective standard rate schedule. Under this net metering ordinance, only the kilowatt-hour (kWh) units of a customer-generator's bill are affected.
   b. If the electricity supplied by City Utilities exceeds the electricity generated by the customer-generator during the applicable billing period, the customer-generator shall be billed the appropriate customer charges for that class of customer and the net billable kWh supplied by the department in accordance with the rates and charges under the standard rate schedule applicable to the customer.
   c. If the electricity generated by the customer-generator exceeds the electricity supplied by City Utilities, the customer-generator shall be billed the appropriate customer charges for the class of customer and credited for the net value of the electric energy delivered to City Utilities during the applicable billing period at the departments "avoided fuel cost", with this credit appearing on the customer-generator's bill no later than the following billing period.
   d. The "avoided fuel cost" is the amount determined by the City Utilities governing board with responsibility for setting rates, as outlined in RSMO 386.890.2(1).

d) Transfer of Ownership
   a. Upon a change in ownership of the qualified unit, or of the premises on which the unit is located, the new customer-generator shall file a new application with City Utilities for Net Metering.

e) Special Conditions
   a. The customer-generator must have:
      i. An approved Application for Net Metering
      ii. A signed Standard Interconnection Application/Agreement with City Utilities.

b. The customer-generator is responsible for all costs associated with its generating facility and is also responsible for all costs related to any modifications to the facility that may be required by City Utilities for the purposes of safety and reliability.
c. A net metering facility shall meet all applicable safety and performance standards established by the National Electric Safety Code, the National Electric Code, the Institute of Electrical and Electronic Engineers, the Federal Energy Regulatory Commission, and the Underwriters Laboratory.
d. In addition, it shall:
    i. Be equipped at the customer-generator's expense with meters approved by City Utilities and capable of measuring the net amount of electrical energy produced or consumed by the customer-generator. Any additional costs necessary for the department to permit the meters or generator to be integrated into the utility distribution system shall be borne by the customer-generator. At the request of the customer-generator, those costs can be initially paid by City Utilities which may bill the customer-generator the cost over a 12-billing cycle period along with a reasonable rate of interest.
    ii. Have a mechanism that automatically disables and disconnects the unit from the supplier's electrical lines if service to the customer-generator is interrupted.
    iii. Have visibly open, lockable switching equipment in immediate proximity to the metering equipment to allow a City Utilities worker to manually and instantly disconnect the unit from the distribution system. This switching equipment shall be easily accessible at all times.
    iv. City Utilities shall reserve the right to operate the customer-generator's switching equipment to isolate the customer's generating equipment from the system, without notice or liability, if, in the sole opinion of City Utilities' personnel, continued operation of the generating equipment may create a system disturbance or safety hazard.
    v. Modifications to the system must be evaluated by City Utilities before being made. The net metering customer shall provide detailed information describing the modifications. City Utilities will review the design changes and provide the results to the customer within 30 days of receipt of the customer's proposal.
    vi. For systems of 10 kilowatts or less, a customer-generator shall not be required to purchase any liability insurance. Insurance for systems above 10 kilowatts shall be negotiated as part of the Interconnection Agreement.
    vii. A customer-generator shall indemnify and hold harmless City Utilities from all liability arising from the operation and interconnection of the net metering system. The customer-generator shall bear full responsibility for the installation and safe operation of any equipment that interconnects with the public utility grid.

7. RENTAL LIGHTING:

a) City Utilities shall furnish unmetered automatic dusk-to-dawn lights following a schedule of charges established by the Board of Public Works. If it is required of City Utilities to set a pole for the specific purpose of mounting the light, then the monthly charge will be increased to include the pole, plus charges to install the pole as per the schedule set by City Utilities.

b) City Utilities reserves the right to remove any rental light two weeks after disconnection of utilities.

c) City Utilities reserves the right to refuse service if the light cannot be installed or maintained in a manner that protects the customer's property and City Utilities employees.

8. ATTACHMENT TO POLES:

a) Attachments to Department's poles or equipment will not be permitted except upon specific written authority of the Department. The attachment of radio or TV antennae is specifically prohibited. Attachments of communications circuits such as telephone or community antennae systems may be made, provided a joint-use contract has been entered into between the Department and those desiring to make such attachments.

9. TREE TRIMMING AND REMOVAL:

a) The customer shall permit the Department to trim the limbs and tops of trees as reasonably necessary to avoid interference with the Department's lines on the customer's property. The Department will remove only limbs that will potentially interfere with the Department's primary and secondary service lines at the Department's discretion.

10. TESTING OF METER:

a) City Utilities may remove any meter for routine tests, maintenance, and replacement.

b) If it is found that during any period an electric meter has failed to register, the customer served through said meter shall be billed by City Utilities and shall pay to City Utilities a charge for electric energy delivered during such time, said charge to be estimated and computed by City Utilities based on:
   a. The electric energy accurately recorded by such meter during the 30 days preceding or succeeding the time when such meter was discovered to have failed to register or was found to be in error.
   b. All other available information about the proper determination of the customer's usage and load.

c) A customer may request that the electric meter at their location be tested for accuracy. A fee will be charged for this service. Upon testing the meter:
   a. If the meter is found to be accurate to within plus or minus of two percent:
      i. The meter will be considered accurate.
      ii. The meter will be reinstalled at the customer's location.
      iii. No adjustments will be made to the meter or the customers' bill.
   b. If the meter is found to be running slower than two percent:
      i. The meter will be taken out of service and adjusted to within proper limits or retired from service.
      ii. A new meter will be installed at the customers' location.
   c. If the meter is found to be running faster than two percent:
      i. The meter will be taken out of service and adjusted to within proper limits or retired from service.
      ii. The customers' bill will be adjusted for the last three months to compensate for any overcharges.
      iii. The fee returned to the customer.
      iv. A new meter will be installed at the customers' location.

11. DIVERSION OF ELECTRIC ENERGY:

a) In any case where energy-consuming devices or equipment are connected before the meter or there has been any tampering with or connections to the City Utilities' meter or distribution system, including breaking of meter seals, which would make possible or result in the consumption of electricity not registered on the City Utilities' meter, the consumer shall be liable to immediate discontinuance of service and subject to prosecution under applicable laws. Any person found tampering with City Utilities' meters will be subject to the following fees:
   a. First offense- Install lock on meter, fee per Fee Schedule, usage charge, and material charge. Increase deposit to the maximum.
   b. Second offense- Remove meter, disconnect service at the pole, fee per Fee Schedule, usage charge, and material charge.

b) In the event of diversion of electricity, City Utilities shall be entitled to collect from the consumer at the appropriate rate for all additional power and energy estimated by City Utilities which was not registered on the meter because of such diversion of electricity, and for all expenses incurred by City Utilities on account of such unauthorized act, which may include the total cost of a new meter. Furthermore, service will not be

reconnected until the consumer has installed entrance and service equipment necessary to prevent further diversion of electricity.

12. LINE EXTENSION POLICY - OVERHEAD LINES:

a) City Utilities will extend overhead service at no cost to the customer provided easements are made available.

b) City Utilities shall approve the location of easements for all overhead lines.

c) The property owner shall provide easements that are cleared of all obstructions. The removal of trees, shrubs, fences, etc. shall be completed before temporary or permanent electric distribution is installed.

13. LINE EXTENSION POLICY - UNDERGROUND LINES:

a) Subject to approval by the Board of Public Works, City Utilities may construct or extend single-phase underground primary and secondary distribution facilities into a new residential subdivision development at no cost to the owner or developer.

b) It shall be necessary for the property owner to provide an alley or an easement for the installation of underground distribution lines.

c) The property owner shall provide alleys or easements that are cleared of all obstructions. The removal of trees, shrubs, fences, etc. shall be completed before temporary or permanent electric distribution is installed.

14. MOVING OF DISTRIBUTION LINES AND EQUIPMENT:

a) If City Utilities is requested to move, relocate, or rebuild any of its lines, poles, or equipment to permit the moving of any house or structure or for any reason which would benefit anyone other than City Utilities, the cost of such moving, relocating and/or rebuilding shall be paid in full by such person, persons, firms, or corporation who makes the request before work beginning.

15. LIMITATION OF RESPONSIBILITY:

a) City Utilities shall have no duty, obligation, or responsibility concerning electric wiring, fixtures, equipment, or apparatus on the premises of any electric customer other than to provide an electric connection from the distribution system of City Utilities to the point of delivery of electric energy to the customer, which shall be at the point designated by City Utilities. Responsibility of City Utilities terminates at the weatherhead on overhead lines and the meter base on underground lines for residential service.

b) The customer shall notify City Utilities immediately of any change in the connected load that might affect electric service. City Utilities shall have no duty, obligation, or responsibility for any adverse effects arising out of or resulting from the customer's failure to notify City Utilities of changes in connected load.

c) City Utilities shall not be liable for any injury, damage, or loss resulting from the use of electric energy on the customer's premises, or the presence, location, maintenance, or use of any wiring, fixtures, or equipment on the customer's premises.

d) Each customer shall pay City Utilities for all damage or destruction to property of City Utilities located on or off the customer's premises when such is caused directly or indirectly by the customer or their officers, agents, or employees, excluding that damage or destruction resulting from ordinary wear and tear and acts of God.

e) Each customer shall notify City Utilities promptly of any defect in electric wiring, equipment, or apparatus of City Utilities, or of any existing condition that might affect electric service to the customer or might be dangerous to persons or property. City Utilities reserves the right to refuse service if a threat to the health or safety of our employees is determined.

f) Missouri State Law RSMO Chapter 319 requires customers to contact all Utilities before any excavating. City Utilities can be notified by calling the Missouri 811 System. The number is 811 or www.mo1call.com

g) City Utilities reserves the right to refuse connection of electric utilities if City Utilities determines the installation to be unsafe.

h) City Utilities reserves the right to disconnect and connect electric utilities for maintenance of City Utilities equipment without prior notification.

NATURAL GAS SERVICE

1. APPLICATION FOR SERVICE:

a) Gas service furnished by City Utilities is subject to the requirements outlined in ordinances of the City relating to Gas installations, inspections, licensing, permits and regulations.

b) City Utilities will not supply gas service until the customer's application for service has been approved by City Utilities and until:
   a. Satisfactory arrangements have been made for payment of the service deposit.
   b. All necessary permits have been obtained by the customer, and the customer's piping complies with the plumbing codes of the City of Kennett and the specifications of City Utilities.
   c. City Utilities finds it practicable to render such service.
   d. The customer has provided City Utilities with a current pressure test card.
   e. The customer has an approved main heat source defined by the City of Kennett upon inspection from November 1st to March 31st, if not, no services will be connected by City Utilities.

c) A separate service connection will be required for each single dwelling.

d) Multi-family structures may be served by a single service connection when under one ownership and the owner or manager is responsible for the payment of the gas bill.

e) A commercial building or group of buildings with more than one occupant, including, but not limited to, office buildings, stores, or shops, may be served with one service connection when under one ownership, and the owner or manager is responsible for payment of the gas bill.

f) A building or group of buildings used for industrial purposes, under one ownership and occupied by a single firm may be served by a single service connection.

g) Tourist courts, mobile home parks, and institutional buildings located on a single premise may, upon approval of the CEO of City Utilities, be served by a single service connection when under one ownership and the owner or manager is responsible for payment of the gas bill. This type of customer may be a Master Meter Operator. All Master Meter Operators must comply with the rules of the Missouri Public Service Commission.

h) The minimum monthly charge shall be as outlined in the gas rate schedule. If a customer requests the gas service to be disconnected for the season, they must pay a service charge and any avoided charges they would have incurred if they had not disconnected before the service can be reconnected.

i) If the gas service has been disconnected for six months or longer, a pressure test of the fuel lines must be performed before the gas service is turned on.

2. CURTAILMENT POLICY:

a) Priorities:

Whenever the supply of natural gas available to City Utilities is less than the amount required to meet the needs of all customers, City Utilities shall have the right to curtail the use of natural gas by its customers in the order of the following priorities:

Priority 1. Customers consuming gas for generating electric energy for resale.

Priority 2. Customers whose gas use indicates a daily requirement of 300 Mcf or more but excluding "human needs" customers.

Priority 3. Customers not curtailed in steps 1 and/or 2 above but excluding "human needs" customers.

Priority 4. "Human Needs" customers excluded in steps 2 and/or 3 above.

Priority 5. Industrial customers to the extent that gas is not required for plant protection.

Priority 6. All remaining customers.

Before invoking curtailments to customers in Priority 6, City Utilities will seek voluntary reduction of gas use by asking customers to reduce thermostat settings provided the nature of the shortage is such that time will permit such a procedure.

As used herein, the term "human needs" is defined to include customers in the following categories: hospitals, nursing homes, rest homes, mental institutions, prisons, schools, and churches.

3. SHORT-TERM CURTAILMENTS:

a) City Utilities will make service available to customers to the fullest extent possible but reserves the right to curtail service completely at any time when, in the sole judgment of City Utilities, deliveries hereunder may cause City Utilities to overrun the quantities of gas available to it from its suppliers or have a detrimental effect on the service to other customers.

b) The customer will designate a telephone number & representative to be called when curtailment periods are to begin and end. When ordered to curtail by telephone, the customer will discontinue the use of gas service as promptly as possible, but no later than two hours after receiving notice to curtail use. Should the customer fail to discontinue service after receiving notice, City Utilities shall have the right to physically disconnect the service facilities.

c) City Utilities shall not be liable for any loss or damage that may be sustained by customers because of any interruption of service. If continuity of fuel supply is required by the customer, the customer should install and maintain whatever standby fuel and fuel-burning equipment may be needed.

d) Short-term unauthorized overrun gas is defined to be any gas taken by a customer during a period in which total curtailments have been ordered by City Utilities. The customer will be charged a penalty for all such short-term unauthorized overrun gas taken which shall be payable in addition to charges for the overrun gas payable under the applicable rate schedule.

e) The payment for unauthorized overrun gas by a customer shall not, under any circumstances, be considered as giving the customer the right to continue to take unauthorized overrun gas, nor shall such payments be considered as a substitute for any other remedies available to City Utilities for the failure of the customer to respect its obligation to comply with the terms of this rule.

4. GENERAL CONDITIONS:

a) No gas meters will be installed inside a building.

b) No building shall be built over an underground gas line.

c) If it is discovered that a building has been built over a gas line, the gas line will be relocated from under the building. The owner of the building will be charged for the material and labor to relocate the gas line.

d) If a building is to be remodeled in such a way that would enclose the gas meter, the gas meter will be relocated to the outside of the building. The owner of the building will be charged for the material and labor needed to relocate the gas line.

5. SERVICE CONNECTIONS [TAPS]:

a) If the gas main is adjacent to the property to be served, it is considered a normal service connection (tap).

b) Normal service connections (taps) shall be subject to the payment of an initial fee, which is on file at the office of City Utilities.

c) If a gas main is over 75 feet from the customer's property line, it is not considered a normal service connection.

d) Gas service connections under blacktop or concrete will necessitate a street breaking number issued by City Code Enforcement.

e) The size of the service will be determined by City Utilities based on the total gas load of the customer.

6. CUSTOMER'S SERVICE LINE:

a) The customer service line from the connection at the gas main to and including the meter will be maintained by City Utilities.

b) No attachment by the customer shall be made between the meter and the gas main.

c) Customer service lines shall be laid to the customer’s building, at a point designated by City Utilities.

d) Requests for relocation or enlargement of an existing service connection and/or meter installation shall be subject to the payment of the estimated cost of labor and material before work begins. In the event of an under or overestimate, the property owner will be billed or refunded the difference.

7. GAS METER LOCATION:

a) It shall be the responsibility of each prospective customer to contact City Utilities for a mutual agreement as to the location of the gas meter. City Utilities shall have no responsibility, duty, or obligation to furnish gas service at a point other than that approved by City Utilities.

b) The point of delivery of all-natural gas furnished by City Utilities to any customer shall be at the outlet of the outlet swivel of the gas meter.

c) Each gas meter shall be located within two feet of the main building that it serves.

d) It will be the customer's responsibility to have a plumber licensed by the City of Kennett to install the gas fuel lines.

8. ABOVE NORMAL DELIVERY PRESSURE:

a) City Utilities will provide above normal delivery pressure service to our customers where it is feasible and possible to do so. If available, this service is provided to the customer at no additional cost. However, the increased gas pressure will be considered when calculating the amount of gas used.

b) It will be the responsibility of the prospective customer to contact City Utilities about the availability of above normal delivery pressure service. City Utilities shall have no responsibility; duty or obligation to furnish above normal delivery pressure service unless there is prior approval by City Utilities.

9. TESTING OF METERS:

a) City Utilities may remove any meter for routine tests, maintenance, and replacement.

b) If it is found that during any period a gas meter has failed to register, the customer served through said meter shall be billed by City Utilities and shall pay to City Utilities a charge for natural gas delivered during such period, said charge to be estimated and computed by City Utilities based on:
   a. The natural gas accurately recorded by such meter during the thirty (30) days preceding or succeeding the time when such meter was discovered to have failed to register or was found to be in error.
   b. All other available information about the proper determination of the customer's usage and load.

c) A customer may request that the gas meter at their location be tested for accuracy. A fee will be charged for this service. Upon testing the meter:
   a. If the meter is found to be accurate to within plus or minus of two percent:
      i. The meter will be considered accurate.
      ii. The meter will be reinstalled at the customer's location.
      iii. No adjustments will be made to the meter or the customers' bill.
   b. If the meter is found to be running slower than two percent:
      i. The meter will be taken out of service and adjusted to within proper limits or retired from service.
      ii. A new meter will be installed at the customers' location.
   c. If the meter is found to be running faster than two percent:
      i. The meter will be taken out of service and adjusted to within proper limits or retired from service.
      ii. The customers' bill will be adjusted for the last three months to compensate for any overcharges.
      iii. The fee returned to the customer.
      iv. A new meter will be installed at the customers' location.

10. DIVERSION OF NATURAL GAS:

a) In any case where tampering with the City Utilities meter is discovered, the consumer shall be subject to immediate discontinuance of service and subject to prosecution under applicable laws. Any person found tampering with City Utilities meters will be liable for the following fees:
   a. First offense- Install lock on meter, fee per Fee Schedule, usage charge, and material charge. Increase deposit to the maximum.
   b. Second offense- Remove meter, fee per Fee Schedule, usage charge, and material charge.

b) In the event of diversion of natural gas, City Utilities shall be entitled to collect from the consumer at the appropriate rate for all additional natural gas estimated by City Utilities which was not registered on the meter because of such diversion, and for all expenses incurred by City Utilities on account of such unauthorized act, which may include the total cost of a new meter.

11. GAS LINE EXTENSION POLICY:

a) Subject to approval by the Board of Public Works, City Utilities may construct or extend a natural gas distribution main into a residential subdivision development inside City limits at no cost to the owner or developer.

b) Outside the City Limits: All costs incurred by City Utilities to extend any gas lines will be charged to the owner of the property to be served.

c) It shall be necessary for the property owner to provide an alley or an easement for the installation of underground distribution lines.

d) The property owner shall provide alleys or easements that are cleared of all obstructions. The removal of trees, shrubs, fences, etc. shall be completed before temporary or permanent gas distribution is installed.

12. MOVING OF NATURAL GAS LINES:

a) If City Utilities is requested to move, or relocate any of its gas lines, or equipment to permit the moving of any house or structure or for any reason which would benefit anyone other than City Utilities, the estimated cost of such moving or relocating shall be paid in full by such person, persons, firms, or corporation who makes the request before work begins. In the event of an under or overestimate, the property owner will be billed or refunded the difference.

13. DAMAGE TO GAS FACILITIES:

a) Anyone who damages the gas facilities of City Utilities will be liable for all expenses incurred by City Utilities because of the damage.

b) Anyone exposing either the inlet or outlet of a gas meter to the weather and allowing water to enter the meter will be charged material and labor to replace the meter, including the cost of a new meter.

c) If someone damages the underground gas facilities of City Utilities due to excavation without first complying with Missouri State Law RSMO Chapter 319, that person (or company) will be liable for all expenses incurred by City Utilities because of the damage. This includes but is not limited to materials and labor to repair the damage, materials, and labor to restore service to customers if a loss of service occurs because of the damage and loss of gas due to the damage.

14. LIMITATION OF RESPONSIBILITY:

a) The customer shall notify City Utilities immediately of any change in the connected load that might affect natural gas service. City Utilities shall have no duty, obligation, or responsibility for any adverse effects arising out of or resulting from the customer's failure to notify City Utilities of changes in connected load.

b) Each customer shall notify City Utilities promptly of any defect in the equipment or apparatus of City Utilities, or of any existing condition that might affect natural gas service to the customer or might be dangerous to persons or property. City Utilities reserves the right to refuse service if a threat to the health or safety of our employees is determined.

c) Missouri State Law RSMO Chapter 319 requires customers to contact all Utilities before any excavating. City Utilities can be notified by calling the Missouri 811 System. The number is 811 or www.mo1call.com.

WATER SERVICE

1. APPLICATION FOR SERVICE:

a) City Utilities will not supply water service until the customer's application for service has been approved by City Utilities and until:
   a. Satisfactory arrangements have been made for payment of the service connection charge.
   b. All necessary permits have been obtained by the customer, and the customer's piping complies with the plumbing codes of the City of Kennett and the specifications of City Utilities.
   c. City Utilities finds it practicable to render such service.

b) A separate service connection will be required for each single dwelling.

c) Multi-family structures may be served by a single service connection when under one ownership and the owner or manager is responsible for the payment of the water bill.

d) A commercial building or group of buildings with more than one occupant, including, but not limited to, office buildings, stores, or shops, may be served with one service connection when under one ownership, and the owner or manager is responsible for payment of the water bill.

e) A building or group of buildings used for industrial purposes, under one ownership and occupied by a single firm may be served by a single service connection.

f) Tourist courts, mobile home parks, and institutional buildings located on a single premise may, upon approval of the CEO of City Utilities, be served by a single service connection when under one ownership and the owner or manager is responsible for payment of the water bill.

g) The minimum monthly charge shall be determined by the size of the meter as approved by City Utilities.

2. SERVICE CONNECTION [TAPS]:

a) If the water main is adjacent to the property to be served, it is considered a normal service connection (tap).

b) Normal service connections (taps) shall be subject to the payment of an initial fee, which is on file at the office of City Utilities.

c) If a water main is over 50 feet from the customer's property line, it is not considered a normal service connection.

d) Water meter taps to private fire protection lines shall not be permitted.

3. CUSTOMER'S SERVICE LINE:

a) The customer's service line from the connection at the water main to and including the meter will be furnished and maintained by City Utilities.

b) No attachment by the customer shall be made between the meter and the street main.

c) The customer's service line shall be furnished and installed by the customer from the meter to the dwelling or structure at their expense and risk. The line shall be of ample strength to withstand the water pressure at the point where located and will conform to the existing plumbing codes and requirements of the City of Kennett.

d) Customer's service line shall be laid to the property line, at a point designated by City Utilities.

e) All alterations in the customer's service line between the meter and the dwelling or structure made necessary by changes in grade or other causes shall be made by the customer.

f) Any repairs or maintenance on the customer's service line between the meter and the dwelling or structure shall be performed by the customer at their expense and risk.

g) The customer service line must have a cut-off. When water is available at the meter, City Utilities shall not be responsible for thawing frozen services.

h) Requests for relocation or enlargement of an existing service connection and/or meter installation shall be subject to the payment of the estimated cost of labor and material involved, to be paid by the customer before work begins. In the event of an under or overestimate, the property owner will be billed or refunded the difference.

4. CROSS CONNECTIONS:

a) No physical connection will be allowed between the customer's water installation and any private water system, pipe, or tank. Should such a cross-connection be found, City Utilities, after giving the customer not less than fifteen (15) days' notice of its intention, will discontinue service to the customer in question unless all physical connections have been severed. If in the opinion of City Utilities, a real and serious threat to public health is posed by a discovered cross-connection, it may discontinue service without previous notice to the customer.

b) Lawn sprinkling and fire sprinkler systems must comply with the Cross Connection Ordinance 2058 of the City of Kennett.

5. TESTING OF METERS:

a) City Utilities may remove any meter for routine tests, maintenance, and replacement.

b) If it is found that a water meter has failed to register, the customer served through said meter shall be billed by City Utilities, a charge for water delivered during such period which shall be estimated and computed by City Utilities based on:
   a. The water usage was accurately recorded by such meter during the period thirty (30) days preceding the time when such meter was discovered to have failed to register or was in error.
   b. All other available information pertaining to the determination of the customer's usage and load.

c) If the meter is found to be in error due to tampering, in addition to the above billing for water, City Utilities may prosecute the customer for diversion of water. Any person found tampering with City Utilities meters will be liable for the following fees.
   a. First offense- Install lock on meter, fee per Fee Schedule, usage charge, and material charge. Increase deposit to the maximum.
   b. Second offense- Remove meter, fee per Fee Schedule, usage charge, and material charge.

d) A customer may request that the water meter at their location be tested for accuracy. A fee will be charged for this service. Upon testing the meter:
   a. If the meter is found to be accurate to within plus or minus of two percent:
      i. The meter will be considered accurate.
      ii. The meter will be reinstalled at the customer's location.
      iii. No adjustments will be made to the meter or the customers' bill.
   b. If the meter if found to be running slower than two percent:
      i. The meter will be taken out of service and adjusted to within proper limits or retired from service.
      ii. A new meter will be installed at the customers' location.
   c. If the meter is found to be running faster than two percent:

i. The meter will be taken out of service and adjusted to within proper limits or retired from service.
ii. The customers' bill will be adjusted for the last three months to compensate for any overcharges.
iii. The fee returned to the customer.
iv. A new meter will be installed at the customers' location.

6. WATER MAIN EXTENSION:

a) A written request to City Utilities for the extension of the distribution water main will be made by a property owner or by a majority of resident owners of the property to be served. The request will be accompanied by a subdivision plat meeting the requirements of Land Subdivision Ordinance No. 2506, Chapter 400 of the City of Kennett.

b) Plans, specifications, and estimated cost of the water main extension setting forth the course, depth, pipe material and dimensions and necessary valves and appurtenances may be prepared by City Utilities. The estimated cost for planning shall be paid for in advance by the property owner. The extension shall be from the nearest suitable existing main, and the pipe diameter shall be at least six (6) inches.

c) The property owner may secure their own engineer to design the water mains. The design and location of water mains formulated by others will require approval by City Utilities before construction. City Utilities shall hire an engineer of its choice to inspect or recommend changes in engineering by others. The property owner shall pay the cost of the engineer hired by City Utilities for inspection of plans, specifications, and inspections during construction.

d) It shall be necessary for the property owner to provide an alley or an easement for the installation of underground distribution lines.

e) The property owner shall provide alleys or easements, which are cleared of all obstructions. The removal of trees, shrubs, fences, etc. shall be completed before temporary or permanent water distribution is installed.

7. RESPONSIBILITY AND COST OF WATER MAIN EXTENSION:

a) The water main extension will be surveyed, constructed, and paid for in full by the property owner, with the exceptions noted below, following the plans and specifications prepared or approved by City Utilities.

b) The cost of labor and material to extend the water main to the property line of the lot, plat, or property owner may be borne by City Utilities if approval is given before construction.

c) Only one extension of the water main will be considered. If a property owner has a water main connection at their property line of the lot, plat, or property, the obligation of City Utilities has been fulfilled.

d) Any additional extensions to the property line of the lot, plat, or property will be paid in full by the property owner.

8. INSPECTION AND TESTING OF MAINS:

a) City Utilities shall have full authority to inspect the material used and the work performed in extending the water mains. Upon completion of the extension, City Utilities will test and sterilize the main. The cost of furnishing and placing the disinfectant and the actual labor and material cost to accomplish the work shall be borne by the property owner. City Utilities shall have full authority to hire an engineer to inspect materials used and work performed in extending the water mains. The cost of the engineers' services shall be borne by the property owner.

9. ACCEPTANCE AND OWNERSHIP OF MAINS:

a) Upon satisfactory test and sterilization, City Utilities automatically accepts ownership of the water main extension, whose property it shall be and remain, in consideration of its perpetual upkeep and maintenance. However, in the event of any irregularity in construction or legal title, City Utilities has the option of postponing or refusing acceptance of the main, provided that the CEO of City Utilities gives the petitioner written notice of their decision to postpone or refuse acceptance of the extension within 30 days of the date of satisfactory test and sterilization. If the main is not accepted by City Utilities, said City Utilities shall not be required to supply water to the main.

10. FIRE PROTECTION FACILITIES:

a) No unauthorized person shall, without the consent of City Utilities, open any fire hydrant except for the legitimate purpose of extinguishment of a fire.

b) Relocation of a fire hydrant occupying a City right-of-way or easement may be made by City Utilities upon a written request from a property owner adjacent to said hydrant and the payment of the estimated cost of relocation before work begins. In the event of an under or overestimate, the property owner will be billed or refunded the difference. However, City Utilities reserves the right to refuse to relocate the fire hydrant if, in its opinion, such relocation would be detrimental to the safety, convenience, or protection potential of the hydrant.

c) Relocations of water lines supplying standpipes or sprinkler systems shall be at the customer's expense and shall require the approval of City Utilities.

e) Connections or extensions to private fire protection lines shall not be permitted without a written request from the property owner and the approval of City Utilities. Plans and specifications must be approved by City Utilities.

f) Water main extensions for private fire connections, such as private fire hydrants, standpipes, or sprinkler systems, will be furnished and installed by the customer and must include a gate valve at the connection. Upon satisfactory test and sterilization of the complete facility, City Utilities automatically accepts ownership of the service line from the main to and including the gate valve, whose property it shall remain in consideration of its perpetual upkeep and maintenance. However, in the event of any irregularity in construction or legal title, City Utilities has the option of postponing or refusing acceptance of the main, provided that the CEO of City Utilities gives the petitioner written notice of their decision to postpone or refuse acceptance of the extension within 30 days of the date of satisfactory test and sterilization. If the main is not accepted by City Utilities, said City Utilities shall not be required to supply water to the main.

g) Private fire mains shall be maintained from the gate valve connection to the customer's building at the customer's expense.

h) Fire protection equipment will be subject to the City Cross Connection Control Ordinance No. 2058 of the City of Kennett.

11. TRAVELING WATER METER:

a) City Utilities makes hydrant meters available for connection by contractors performing work within the city limits and the immediate surrounding area as a courtesy and to protect the City's potable drinking water and fire water system from misuse. Contractors seeking to use the City Utilities' hydrant meter device must accept the following terms and conditions as a condition of renting this equipment or making a hydrant connection:

   a. The contractor shall fill out and complete the "Fire Hydrant/Temporary Water Service Permit" and receive approval by City Utilities before work is performed.

b. Hydrant meters may be connected only if the request has been approved by City Utilities.
c. Upon completion of the work described in the permit, or as otherwise provided in this Agreement, the contractor shall properly notify and return the hydrant meter to City Utilities in good condition, ordinary wear and tear excepted.
d. Meters may be connected only for the duration of the work associated with the City Utilities issued permit. If the project for which the meter was assigned takes longer than originally expected, the Contractor shall make arrangements with City Utilities for an extension.
e. Improper operation of fire hydrants can cause severe damage to the City's water system and surrounding property. By renting a City Utilities meter or equipment, the Contractor agrees to fully compensate City Utilities and any other party for all damages arising from or related to the misuse of a hydrant by the Contractor or by anyone directly or indirectly employed or contracted with the Contractor.
f. Contractors shall operate the fire hydrants and hydrant meters properly, including but not limited to all requirements listed on the permit.
g. Contractors shall not remove any meter from the hydrant of which it was originally installed. Only City Utilities personnel may install, remove, or relocate City Utilities hydrant meters.
h. City Utilities may, at its discretion, terminate the hydrant rental and remove, or request removal of the City Utilities hydrant meter from service, if the hydrant meter readings show usage of fewer than 1000 gallons over 60 days.
i. City Utilities may discontinue the use of City water and recall hydrant meters at any time if water supplies or quality become questionable.
j. Contractors must not alter the meters in any way. Lost or stolen meters, as well as any damage to a fire hydrant, equipment, or other property must be reported immediately to City Utilities, and the Contractor will compensate City Utilities for all costs of repairing or replacing any damaged equipment.
k. City Utilities reserves the right not to issue a hydrant meter device, if a contractor or anyone directly or indirectly employed or contracted with the Contractor has misused a hydrant meter or fire hydrant or has violated the terms and conditions listed.
l. City Utilities will bill the contractor monthly for all water consumption used during normal billing cycles.

12. LIMITATION OF RESPONSIBILITY:

a) Each customer shall notify City Utilities promptly of any defect in equipment or apparatus of City Utilities, or of any existing condition that might affect water service to the customer or might be dangerous to persons or property. City Utilities reserves the right to refuse service if a threat to the health or safety of our employees is determined.

b) Missouri State Law RSMO Chapter 319 requires customers to contact all Utilities before any excavating. City Utilities can be notified by calling the Missouri 811 System. The number is 811 or www.mo1call.com.

SANITARY SEWER SERVICE

1. APPLICATION FOR SERVICE:

a) A separate service connection (tap) will be required for each dwelling.

b) Normal service connection (tap) shall be subject to a charge. Service connections under blacktop or concrete will necessitate a street breaking number issued by the Code Enforcement Officer. City Utilities has no charge for breaking blacktop or concrete.

   a. The customer must contact City Code Enforcement for a building permit.
   b. The customer must contact City Utilities and inform them of the location of the sewer tap request. City Utilities will provide the customer with the cost of the sewer tap and an OSHA Booklet for Shoring.
   c. The customer must contact the Street Department. The Street Department will provide the customer with the paperwork that includes the cost of the street break and a receipt for the street break.
   d. The customer must pay for the street break in the City Clerk's office.
   e. The customer must pay for the sewer tap in the City Utilities office. City Utilities must be given a copy of the street break paperwork and the payment receipt from the City Clerk.
   f. City Utilities must be given 24-hour notice before work begins. Taps should be made early in the morning so that street repairs may be completed on the same day.
   g. The contractor shall expose the sewer main enough to allow a tapping machine to be placed around the main.
   h. The temperature must be above freezing for the sewer tap to be completed.
   i. The contractor shall notify City Utilities and the Street Department at least one-half day before canceling or revising the work schedule. Failure to notify will result in a service charge.
   j. Backfill dirt must be compacted in six-inch layers in streets and alleys.
   k. City Utilities has the right to refuse to provide a sewer tap under these conditions:
      i. Not properly shored under OSHA rules.
      ii. Weather does not permit safe working conditions.
      iii. The customer does not have the proper paperwork.
      iv. Inspection by City Code Enforcement not completed.
   m. Shore box and road barricades are available to rent from City Utilities.

2. CUSTOMER'S SERVICE LINE - SEWER MAIN TO PREMISES:

a) The customer's service line shall be furnished and installed by the customer at their expense and risk. The line shall conform to the plumbing code of the City of Kennett.

b) The customer shall make all changes in the customer's service line required due to changes in grade or other causes.

c) Customer's service line shall be laid to the sewer main at a point designated by City Utilities. The liability for connection to the service connection shall be the customers.

d) Any repairs or maintenance necessary on the customer's service line, or any pipe or fixture in or upon the customer's premises, including the connection to the sewer main, shall be the responsibility of the customer.

3. SEWER MAIN EXTENSION:

a) A written request to City Utilities for the extension of a distribution sewer main will be made by a property owner or by a majority of resident owners of the property to be served. The request will be accompanied by a subdivision plat meeting the requirements of Land Subdivision Ordinance No. 2506, Chapter 400 of the City of Kennett.

b) Plans, specifications, and estimated cost of the sewer main extension setting forth the course, grade, pipe material, dimensions, and necessary appurtenances may be prepared by City Utilities. The estimated cost for planning shall be paid for by the property owner in advance. The extension shall be from the nearest suitable existing main and the pipe diameter shall be at least eight (8) inches.

c) The property owner may secure their own engineer to design the sewer mains. Design and location of sewer mains formulated by outside engineers will require approval by City Utilities before construction. City Utilities shall hire an engineer of their choice to inspect or recommend changes of outside engineers. The property owner shall pay the cost of the engineer hired by City Utilities for inspection of plans, specifications, and inspections during construction.

d) Sewer main construction is regulated by the State of Missouri. Engineering plans must be approved by the Missouri Department of Natural Resources, and a sewer construction permit must be issued before installing any sewer main.

4. RESPONSIBILITY AND COST OF SEWER MAIN EXTENSION:

a) The sewer main extension will be surveyed, constructed, and paid for in full by the property owner, with the exceptions noted below, following the plans and specifications prepared or approved by City Utilities.

b) The cost of labor and material to extend the sewer main to the property line of the lot, plat, or property owner may be borne by City Utilities if approval is given before construction.

c) Only one extension of the sewer line will be considered. If a property owner has a sewer line connection at their property line of the lot, plat, or property, the obligation of City Utilities has been fulfilled.

d) Any additional extensions to the property line of the lot, plat, or property will be paid in full by the property owner.

e) The cost of labor and material for lift stations may be borne by City Utilities if approval is given before any sewer main extension by City Utilities. Lift stations will be located to provide maximum coverage to any given area.

5. INSPECTION AND TESTING OF MAINS:

a) City Utilities shall have full authority of inspection of the material used and work performed in extending the sewer mains. Upon completion of the extension, City Utilities will test the main. The cost of actual labor and material cost to accomplish the work shall be borne by the property owner. City Utilities shall have full authority to hire an engineer to inspect materials used and work performed in extending sewer mains. The costs of the engineer's services shall be borne by the property owner.

b) After inspection of the mains, an application for an operating permit must be submitted to the Department of Natural Resources. The application will be processed when the engineer and a City Utilities official have certified in writing, on a form provided by the agency, that the project has been completed following the plans and specifications. A letter from the Board of Municipal Utilities indicating its acceptance must also be submitted.

6. ACCEPTANCE AND OWNERSHIP OF MAINS:

a) Upon satisfactory testing and processing of an operating permit, City Utilities automatically accepts ownership of the sewer main extension, whose property it shall be and remain, in consideration of its perpetual upkeep and maintenance. However, in the event of any irregularity in construction or legal title,

City Utilities has the option of postponing or refusing acceptance of the main, provided that the CEO of City Utilities gives the petitioner written notice of their decision to postpone or refuse acceptance of the extension within 30 days of the date of satisfactory testing.

7. REGULATIONS ABOUT THE USE OF SANITARY SEWERS:

a) See Ordinance No. 2506, Chapter 710 of the City of Kennett.

8. SWIMMING POOL SEWER CHARGES:

a) City Utilities will waive sewer charges when filling a swimming pool only under the following conditions:
   a. The customer must contact City Utilities before filling the pool and provide a starting time.
   b. City Utilities will read the customer's meter at the starting time.
   c. City Utilities will read the meter 72 hours after the starting time and adjust continuous consumption during those 72 hours.
   d. A service charge will be billed to the customer's account.

9. LIMITATION OF RESPONSIBILITY:

a) Each customer shall notify City Utilities promptly of any defect in equipment or apparatus of City Utilities, or of any existing condition that might affect sewer service to the customer or might be dangerous to persons or property. City Utilities reserves the right to refuse service if a threat to the health or safety of our employees is determined.

b) Missouri State Law RSMO Chapter 319 requires customers to contact all Utilities before any excavating. City Utilities can be notified by calling the Missouri 811 System. The number is 811 or www.mo1call.com.

10. SEWER ADJUSTMENT POLICY:

a) If a residential or commercial customer has a known water leak that does not flow in the sewer, the sewer portion of the bill can be reviewed for an adjustment if the customer brings the leak to the attention of City Utilities. The adjustment will be based on the customer's usage during that time frame with a deduction of the customer's normal usage. The adjustment will be made for only one leak incident and will only be applied to two consecutive monthly billings. Leaks that are not repaired will not be eligible for an adjustment. This adjustment also applies to water hydrants. This adjustment policy does not apply to watering lawns, washing vehicles or filling swimming pools. This leak policy also applies to leaks within apartment complexes.

b) Residential customers and residential apartment complexes will have their sewer capped at the current maximum sewer charge per the rate schedule. Apartment complexes with multiple residential units will be capped at the current maximum sewer charge multiplied by the number of residential units.

INTERNET SERVICE

1. APPLICATION FOR SERVICE:

a) City Utilities will install internet services on-premise at no charge to the customer.

b) Internet service to each customer shall be for the sole use of such customer on the premises described in the application for internet service, and resale of internet service by such customer is prohibited.

2. CUSTOMER'S SERVICE LINE:

a) City Utilities will install a data cable on an outside wall or drop through a ceiling. City Utilities will not install a data cable inside a wall.

b) If the customer wants to run their own data cable, City Utilities will provide the cable.

c) City Utilities will move the data cable one time at no charge to the customer.

3. CUSTOMER EQUIPMENT:

a) Customer is required to provide their own router for internet service.

b) City Utilities will set up the router at the time of installation at no charge to the customer. Any router set up after the initial installation will be billed a service charge.

4. DAMAGE TO CITY UTILITY EQUIPMENT:

a) Equipment, fiber drops, or data cable of City Utilities located on a customer's property shall be protected by the customer from unnecessary damage. The customer will be held responsible for repairs made necessary through direct or indirect negligence.

5. CUSTOMER SUPPORT:

a) City Utilities will provide support from 7 am – 10 pm seven days a week. If a customer calls outside the normal office hours, 8 am to 5 pm Monday – Friday with internet problems and the problem is not caused by City Utilities' internet, a service charge will be applied.

6. LIMITATION OF RESPONSIBILITY:

a) Each customer shall notify City Utilities promptly of any defect in equipment or apparatus of City Utilities, or of any existing condition that might affect internet service to the customer or might be dangerous to persons or property. City Utilities reserves the right to refuse service if a threat to the health or safety of our employees is determined.

b) Missouri State Law RSMO Chapter 319 requires customers to contact all Utilities before any excavating. City Utilities can be notified by calling the Missouri 811 System. The number is 811 or www.mo1call.com.

SANITATION SERVICE

1. APPLICATION FOR SERVICE:

a) An application for service will be required of each customer in accordance with "General Rules and Regulations".

b) Sanitation service furnished by City Utilities is subject to the requirements outlined in ordinances of the city relating to storage, collection, transportation, processing and disposal of solid waste.

2. COLLECTION CART RULES:

a) City Utilities will provide one rollout cart to each customer for the collection of household refuse/garbage. Customers who regularly exceed the capacity of a single container will be required to lease an additional rollout cart. Refuse/garbage must be in container with the lid closed. Refuse/garbage on the ground, even if bagged, is not allowed and will not be picked up.

b) Each rollout cart is the property of City Utilities and shall remain at the service location address to which it has been assigned by the utility.

c) Please place rollout cart by the curb at least three feet from mailboxes, power poles, trees, vehicles, etc.

d) Rollout carts shall be placed at the pickup location by 6 a.m. on the day of collection but no earlier than 4 p.m. on the day before. After collection, the cart shall be moved by the service customer away from the street within 12 hours.

e) All refuse/garbage must be drained of liquids and bagged prior to placing it in rollout cart. The customer should not place bags on top of the closed carts. All garbage shall be bagged for sanitary and health reasons. The containers shall be maintained by the service customer in a clean and sanitary manner by thoroughly washing as often as necessary to prevent the breeding of flies and the occurrences of offensive odors.

f) Construction waste, hazardous waste items, yard debris, etc. are prohibited from being placed in rollout carts. Rollout carts are for household refuse/garbage only.

g) A cart that is damaged, destroyed, or stolen through neglect, improper use or abuse of the customer shall be replaced by City Utilities at the expense of the property owner. If a container is damaged through normal use or wear and tear it shall be repaired or replaced by City Utilities at no charge to the customer.

h) Alteration or modification of carts is prohibited. (Removal of lid, drilling holes, painting or otherwise changing the appearance or structural integrity of the cart).

i) It shall be unlawful for any person to upset, tamper, vandalize, scavenge, or otherwise disturb a rollout cart or the contents thereof.

j) Assistance is available to those who are physically unable to move their cart(s) to the curb. A note on official letterhead from the customer's doctor stating their inability to move the cart to the curb is required, before assistance can begin. The cart shall be left somewhere easily accessible to the sanitation truck driver, not behind fences or locked gates.

k) In the event of an overfilled cart, a charge in the amount determined by the utility will be applied to the utility bill of the customer per cart overfilled. If more than two overfill events occur in the period of a month, an additional cart will be delivered to the customer, and the customer will be assessed the additional cart fee. The customer will be required to maintain this cart at their premises for 3 months.

l) In the event a customer's cart is missed due to an error of City Utilities, the customer will have their cart picked up free of charge. If a cart is missed due to the customer, the cart will be picked up for a fee set by the utility.

3. BULK PICKUP:

a) City Utilities will provide collection of large items that do not fit into the 96-gallon rollout carts. This is done on an appointment-only basis, with a limited number of collection spots each week.

b) Bulk pick-up does not include household trash in the provided rollout cart.

c) City Utilities will not pick up yard waste (limbs, leaves, grass clippings, bushes, etc.) as part of bulk pickups, these items can be disposed of at the Kennett City Compost.

d) City Utilities will not pick up construction/building materials. Examples: Shingles, concrete, fencing, lumber, sheetrock, etc.

e) Customers shall not place bulk items under high line wires, near or against poles and fences. Keep clear of other utilities and fire hydrants.

f) Bulk Pickup is for residential customers only. Commercial customers are welcome to dispose of items at the Kennett Transfer Station.

g) Bulk pick-ups cannot be used by landlords for set outs.

h) Items should be placed at the curb where the regular trash is picked up, and all small, loose items must be in boxes or bags.

i) Doors must be removed from refrigerators and freezers, and the appliances must be empty.

j) The following items are not accepted for Bulk Pickups: Tires, food waste, electronics, batteries, oil, concrete, railroad ties, automobile parts, pesticides, paint (unless dried), or hazardous materials. This list is not intended to be exhaustive and further details regarding prohibited materials can be found on our website kbpw.net/sanitation.

4. TRANSFER STATION RULES:

a) City Utilities operates a transfer station for both public and bulk account customers.

b) The transfer station will charge an amount determined by the utility based on the weight of items brought to the transfer station.

c) The transfer station operates Monday through Friday from 7:30 a.m. until 3 p.m.

d) All loads must be covered or tarped.

e) All customers must cross over the scales, and follow the instructions provided by the transfer station staff.

f) No hazardous waste, concrete, bricks, or yard waste will be accepted at the transfer station.

g) General public customers will need to weigh out and pay the scale house attendant. Customers can pay with card, check, or cash.

h) Bulk account customers will need to weigh out and receive a weigh ticket from the scale house attendant.

i) To receive the bulk account rate, a customer must be able to provide 15 tons per month and set up an account with the scale house attendant.

j) Bulk account customers will be invoiced on a 14-day basis, with the invoice being due 14 days following the invoice date. Any past due invoices will result in a pause in the account, until the account is brought back to current.

k) Prohibited waste found on the tipping floor will be sent back with the customer and a new out weight will be assessed.

l) Customers who dispose of hazardous/prohibited items that result in charges to the transfer station for disposal will be billed for those charges.

m) Tires are accepted at the transfer station for disposal for a fee set by the utility. Tires must be removed from the wheel to be accepted.