

<b>Subject:</b>  <b>Water and Sewer Extensions &amp; Services</b>	<b>Effective Date:</b>  <b>February 16, 2016</b>
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**POLICY DEVELOPMENT PROCESS**

**A. PURPOSE**

Future extension of water and sewer utility services shall be in accordance with the Policy Statement outlined herein:

**B. POLICY**

**1. SERVICE PRIORITIES**

It is the mission of the City of Sedgwick to provide service within the following framework or priorities:

Priority 1. Serve existing users which are directly connected to the utility system.

Priority 2. Serve future users which will be directly connected to the utility system because of their location within the boundaries of the identified urban growth/service area.

Priority 3. Serve other quasi-public/public entities (i.e., cities, RWD's, improvement districts, etc.) for which the utility has existing contractual agreements for service delivery.

**2. MANDATORY CONNECTION AND SERVICE PROVISION**

A. As service is made available, users within the corporate limits shall be required to connect to both water and sewer facilities.

B. Users of City of Sedgwick water utility shall, as soon as available, be required to connect to City of Sedgwick sewer utility.

3. CONNECTIONS IN ABSENCE OF SPECIAL ASSESSMENTS  
BENEFIT DISTRICT

- A. Requests for connections to water or sewer service by properties located within the boundaries of the identified urban growth/service area, which would not be able to receive utility service as part of a special assessment benefit district, can be considered under this program. In order to qualify for a connection in absence of a special assessment benefit district, determination must be made to verify that the property requesting service connection could not be served by a proposed or prospective benefit district. Subject to formal approval from the City Council, such determination would be made based upon the following criteria.
- B. A special assessment benefit district is by definition "proposed" if a petition has been prepared and mailed by the City Engineer proposing a benefit district that could give water or sewer service to the applying property, whether the property might be located within the proposed district or contiguous to it. If a proposed benefit district is not available to provide utility service to the connecting property, a determination must be made about the future availability of service through a prospective benefit district with the determination of the existence of a prospective benefit district being made jointly by the City Engineer and City Council.

4. URBAN GROWTH/SERVICE AREA MAP

Figure 1 (to be developed) identifies the urban growth/ service area. The urban growth/service area map is a composite of current utility service area maps, projected land needs based on available population projections, location of existing annexation agreements, and identified land development trends. This map shall delineate the boundaries for future extension of the water and sewer utilities to individual properties outside the City when feasible from an economic and engineering standpoint. The map is not intended to be a commitment to provide utility services to any particular area. Furthermore, this map shall be periodically reviewed and updated to reflect perceived changes in growth and development trends in the City of Sedgwick area. This map cannot be altered without approval of the City Council.

5. SERVICE EXTENSION OUTSIDE THE GROWTH/SERVICE AREA

The water or sewer utility may consider requests for providing service to existing municipalities, improvement districts, sewer districts, and RWDs outside the identified City of Sedgwick growth/service area, which are in need of reliable service delivery. These requests will be comprehensively reviewed on a case by case basis to ensure that, if granted, provision of such service would not negatively impact the short-, mid-, or long-range capability of the utility to meet the service priorities cited above. Future service considerations of this nature should examine the projected impact of service to any outside entity in order to detect any capacity or supply problem, or threat to maintaining utilities as "non-regional" services. These extension requests are subject to the same provisions herein.

6. SERVICE EXTENSION OUTSIDE THE CORPORATE LIMITS

A. Individual Properties in Unincorporated Areas

Any requests for extension of water or sanitary sewer service outside the corporate limits, but within the urban growth/service area, of the City of Sedgwick must be accompanied by a request for annexation, when eligible, in the form of a covenant (to be recorded) also prohibiting the person from petitioning for incorporation. The cost of any system extension outside the City limits will be paid 100% by the petitioner.

B. Rural Water Districts

Future water service extension to RWDs shall be subject to the following items:

1. Service connections will be allowed only to lots with existing structures intended for human occupancy.
2. Each benefit unit, whether existing at the time of the contract or created later, will be located on a lot of ten (10) acres or larger.
3. Each contract will specify the exact number of existing and future, benefit units to be served by the district and this figure cannot be altered without prior approval by the City Council.
4. Restrictions on service to commercial and industrial units such as have been used in past contracts will be included in future contracts.

5. District will be required to submit an ownership map describing and locating each benefit unit, so that use of the land can be determined.

## 7. SERVICE EXTENSION CONTRACTS

Any future contracts or amendments to existing contracts for water or sanitary sewer service shall include, but not be limited to, the following items:

- A. A map of agreed-to service area boundaries and system connection location.
- B. A schedule of maximum water use or wastewater discharge allowable through the connection point. This schedule shall be based upon a reasonable projection of need and available resource.
- C. Guidelines and standards for construction, operation, and maintenance.
- D. Terms for rates to be charged. This should include a clause for a "system equity or buy-in fee" and/or "take or pay" provision as applicable.
- E. A definition of the types of users (e.g., residential, etc.) to be served and under what restrictions (i.e., minimum lot size, defined service area, maximum number of connections, etc.) users can be connected.
- F. General terms regarding contract length, renegotiation, and termination. Time frames should correspond with acceptable planning periods for projecting service demand and resource availability.
- G. Provisions for adoption and enforcement of conservation measures equivalent to those of the City of Sedgwick.

## 8. SERVICE EXTENSION FEES, RATES, ETC.

Any water or sanitary sewer service extension outside the corporate limits of the City of Sedgwick shall be subject to all applicable provisions of the Municipal Code. Rates for various charges of service provision, including but not limited to, fees for hookup and delivery shall be established and maintained periodically by the City Council in resolution or city policy as appropriate.

## 9. METER READING AND BILLING PRACTICES

- A. All water meters shall be read on the 20th of the month and bills for services will be computed on a monthly basis.
- B. Bills for metered water service shall be mailed to the consumer by the 1st of the month. The bill shall include (1) Date of month (2) Meter readings (3) Gallons used (4) Charges (5) Information on late payment penalties.
- C. On all water services, a charge as established by policy shall be made for restoration of service discontinued for whatever reason.
- D. All bills for utility service are due and payable upon receipt. A bill shall be deemed delinquent and a late charge set by policy, will be charged, if payment thereof is not received by the city on or before the 20<sup>th</sup> of the month. All payments in person, mail or online must be received in the office before 5pm, to avoid delinquent charges to account.
- E. The consumer shall be responsible for payment for all utility service used by him or her until final meter readings of meters are made. Consumer shall not, by such notice, be relieved of any accrued obligations on his final utility bill.
- F. In the event the consumer, in good faith, disputes a bill, the city will make a reasonable investigation of the dispute. After such investigation, if the city determines that the bill is owing, the consumer shall not be relieved of the obligation. Bill not to become delinquent until fifteen (15) days after completion of investigation.
- G. The consumer shall be responsible to pay the full charges for all metered water and monetary adjustments shall not be made on normal water usage.
- H. Unclaimed, abandoned, or lapsed intangible property including, but not limited to, deposits, overpayments, penalties, or other fees shall be processed, assigned, paid, or defaulted consistent with the currently existing and applicable legal requirements outlined in Kansas Statutes Annotated, Chapter 58, Article 39 et seq.
- I. If the consumer can prove there was a water leak at his/her residence, the consumer shall be responsible for the actual costs of the first fifteen thousand (15,000) gallons and the remaining usage

shall be charged at the City's whole sale rate per 1,000 gallons. For all proven leaks an adjustment shall be made on the sewer bill. The adjustment will be determined by the prior twelve (12) months of actual metered water usage.

- J. A time period of thirty (30) days will be allowed for any water leaks to be repaired. No adjustments shall be made on charges for sewer service if the water leak is not repaired within the thirty (30) day time period.
- K. Failure of consumer to receive a bill for service shall not relieve him or her of their obligation for payment thereof.
- L. The City reserves the right to refuse to render service to a consumer at any new location until all bills of such consumer for prior utility service is paid in full.

#### 10. CONNECTION AND SERVICE FEE

- A. The city shall require a connection and service fee set by policy. This is a non-refundable charge.
- B. No deposit shall be required by the city because of a consumer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.
- C. If the consumer moves to another place of residence within the city and acceptable credit has been established, a new connection and service fee will be waived by the city.

#### 11. DISCONTINUANCE OF SERVICE

- A. The city may discontinue or refuse service for any of the following reasons:
  - 1. When the consumer requests it.
  - 2. When a utility bill becomes delinquent. Utility bills not paid by the 3rd of the next month following billing date become eligible for shut-off.

3. When a dangerous condition exists on the consumer's premises. In any case where the city has received notice that a condition dangerous to life or property exists on consumer's premises, the city may, without any advance notice, shut off the service, and it shall not be resumed until such dangerous condition shall have been eliminated. The city assumes no responsibility for any health hazard and/or other conditions resulting from said shut-off.
4. When the consumer fails to pay the connection and service charge required by policy.
5. When the consumer has a previous unpaid account with the city.
6. When the consumer misrepresents his or her identity for the purpose of obtaining utility service.
7. When the consumer refuses to grant city personnel access, during normal working hours, to equipment installed upon the premises of the consumer for the purpose of inspection, meter reading, maintenance or replacement.
8. When the consumer causes or permits unauthorized interference with, or diversion or use of, utility service situated or delivered on or about the consumer's premises.
9. For cross-connection of a consumer's water facilities with any other source of water supply.
10. For vacation of the property served without notice to the city.
11. Damaging or destruction of any water meter, any ancillary equipment or city connections, and appurtenances that are assigned by the city to provide service to the consumer's premises.
12. For violation of any of the city's rules and regulations.
13. For any act that would make it possible for the city to be defrauded thereby.
14. When the consumer violates any rule of the city which violation adversely affects the safety of the consumer or other persons, or the integrity of the city's delivery system.

## 12. PROCEDURES FOR DISCONTINUANCE OF SERVICE

Payments of accounts are due and payable by 5pm on the 20th of each month to avoid incurring a penalty. If the due date falls on a weekend or a celebrated holiday, it is due the following business day. Past due notices will be mailed out on the 21<sup>st</sup> (unless changed due to holiday/weekend) to all customers who have not paid their utility bills by the 20th of the month, notifying such customers of the total amount of utility bills then owed (utility billing plus late penalty) and advising that if said bills are not paid in full by 10am the 3<sup>rd</sup> of the following month that the utility service will be disconnected. There will be no further notice. If the total amount due for such utilities and service is not paid on or before the deadline established, and a payment agreement is not in effect, then such service shall be disconnected for nonpayment, without further notification.

A delinquency disconnection service charge (per the City's fee schedule as properly adopted by Resolution) for utilities disconnected due to delinquency shall be assessed plus the delinquent bill amount. The delinquent disconnection charge will be assessed at the moment the Public Works Department employee leaves the Municipal Building to begin the delinquent shut off process at 10am. Reconnections of utility service will be performed at 9:00 a.m., and 4:00 p.m. No reconnections will be made after 4:00 p.m.

Customers may request payment extension agreements. Customers must appear at City Hall to sign any payment agreements, prior to the 3<sup>rd</sup> of the month (utility shutoff date). No phone calls will be accepted. Payment agreements must be signed by an authorized person on the account. Customers will be permitted no more than three (3) extensions for payment of utility bills in a calendar year, unless undue hardship can be shown to the City and approved by the City prior to the 3<sup>rd</sup> of the month. If a payment agreement is in effect and not honored another agreement will not be granted for a full calendar year, and payment in full will be due. The limit of three (3) extensions applies to the customer's *account holder*, which may differ from the *check writer*. Extensions will not be granted for more than fifteen (15) days after the 3<sup>rd</sup> of the month.

Requests for a special extension of payment of a customer's utility bill due to a large water leak will be made on a case-by-case basis, but cannot exceed six months from the date of the initial resulting bill. The customer does not count the extension towards their annual allotment of three (3) extensions in a calendar year. The customer may request an extension of payment in excess of six months in extenuating circumstances.

E. Discontinuance in Special Circumstances:

1. If a residential consumer notifies the city and establishes that discontinuance would be especially dangerous to the health of the consumer, resident member of the consumer's family or other permanent resident of the premises where service is rendered, and such consumer is unable to pay for such service in accordance with the requirements of the city's billing or is able to pay for such service only in installments, the city will either allow payment in reasonable installments or postpone discontinuance of service for a least fourteen (14) days so that the consumer can make arrangements for reasonable installment payment.
2. In determining whether discontinuance would be especially dangerous to health, consideration shall be given to the weather, and the consumer's or other resident's medical condition, age or disability.

F. The Employee of the City Who is to Disconnect Service Shall:

Immediately preceding the discontinuance of service, the employee shall leave a notice upon the premises in a manner conspicuous to the consumer disclosing the date and time of discontinuance and giving the address and telephone number of the office where the consumer may arrange to have service restored.

G. Restoration of Service:

1. The city shall restore service when the cause of discontinuance of service has been eliminated, applicable charges paid, and if required, satisfactory credit arrangements have been made.
2. Every effort shall be made to restore service on the restoration day by 4:00 pm, and in any event, restoration shall be made within 24 hours.

H. Review of Disputes:

1. When a consumer advises the city prior to the date of the proposed discontinuance of service that all or any part of any billing as rendered is in dispute or that the utility's reasons for discontinuance are factually invalid, the city shall;

- a. Immediately record the date, time and place the complaint is made.
    - b. Postpone discontinuance until a full investigation is completed and the dispute found to be invalid.
    - c. Investigate the dispute promptly and completely.
    - d. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.
  2. A consumer may advise the city that a bill is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the appropriate personnel of the city.
  3. The city in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communication, personnel meetings, formal and informal hearings, on-site visits or any other techniques reasonably conducive to settlement of the dispute.
  4. In the event that a dispute is not resolved to the satisfaction of the consumer, after full investigation, and the city intends to proceed with discontinuance, the city shall advise the consumer of formal and informal procedures available before the governing body. The city may then discontinue service if proper notice has been given.
- I. Notice of Discontinuance of Service:

Any contract made for water service shall continue in full force and effect during its term. Service may be discontinued by consumer at any time. Consumer shall be liable for all service supplied to the premises for which consumer has made application for service until the date specified in consumer's written or oral notice of his or her intention of discontinuing service. When a change of occupancy takes place on any premises, which is served by the city, written or oral notice shall be given to the city office a minimum of two (2) days prior to the date of such change. In case no such notice is given to the city, the outgoing occupant shall be responsible for all service supplied until such written or oral notice is given to the city office.

J. Giving of Notice:

All notices addressed to the city shall be either oral or in writing. If oral orders are taken in person or over telephone by an employee of the city, it is done for the convenience of the consumer and at his/her risk. The city shall not be responsible for error, delay or expense resulting from such procedure, but the city shall exercise reasonable diligence in carrying out telephone communications from the consumer.

1. At the time of the proposed discontinuance, for one hour after discontinuance, and on the day following discontinuance, the city office shall be open or available to the consumer for the purposes of preventing discontinuance or obtaining reconnection.
2. The city employee who is to disconnect service is not to accept payment of amounts due for utility charges. Payment must be made at the city office.

K. Oral Agreements:

Agents of the city are not authorized to bind the city except in writing duly executed.

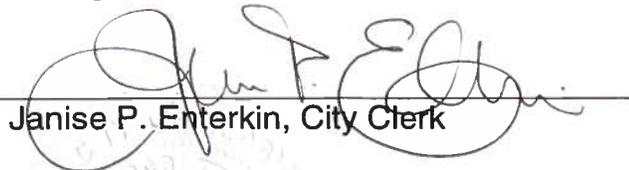
13. AMENDMENTS

This policy may be amended by action of the City Council.

**PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF SEDGWICK, HARVEY AND SEDGWICK COUNTIES, KANSAS, ON THE 16 DAY OF February, 2016.**

  
Rodney W. Eggleston, Mayor

ATTEST:

  
Janise P. Enterkin, City Clerk

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