

# Rules and Regulations

CAPE GIRARDEAU COUNTY REORGANIZED COMMON  
SEWER DISTRICT

Adopted: 10/18/2016

Rev 5

**CAPE GIRARDEAU COUNTY REORGANIZED COMMON SEWER DISTRICT**

**RULES AND REGULATIONS**

**TABLE OF CONTENTS**

SECTION 1 ..... 3  
PURPOSE: ..... 3  
SECTION 2 ..... 4  
DEFINITIONS:..... 4  
SECTION 3 ..... 6  
REQUEST TO TRANSFER COLLECTION AND TREATMENT SYSTEM:..... 6  
SECTION 4 ..... 9  
SERVICE RATE SCHEDULE: ..... 9  
SECTION 5 ..... 12  
REQUIRED CONNECTIONS:..... 12  
SECTION 6 ..... 14  
CONNECTION TO DISTRICT: ..... 14  
SECTION 7 ..... 17  
CLASSES OF SERVICE: ..... 17  
SECTION 8 ..... 19  
EXTENSION OF SEWAGE COLLECTION LINES: ..... 19  
SECTION 9 ..... 22  
EXTENSION OF DISTRICT FACILITIES:..... 22  
SECTION 10 ..... 23  
LIABILITY OF THE DISTRICT:..... 23  
SECTION 11 ..... 25  
VIOLATIONS: ..... 25

## SECTION 1

### PURPOSE:

These rules and regulations have been adopted by the Board of Directors of the Cape Girardeau County Reorganized Common Sewer District to govern the sanitary sewage collection and sewage treatment services furnished by the District. These regulations are adopted for the purpose of administering the Cape Girardeau County Reorganized Common Sewer District and overseeing present and future sanitary sewer services in the unincorporated area of Cape Girardeau County, MO within the district's boundaries.

Other attachments include:

Judgment and Degree of Incorporation Pursuant to Chapter 204 of Missouri Revised Statutes. Cape Girardeau County Reorganized Common Sewer District written description as stated in court order forming the district. (Including Exhibit A)

Exhibit B: Cape Girardeau County Reorganized Common Sewer District map of boundaries.

Exhibit C: Rate Schedule

Exhibit D: Customer Service Agreement Form

## SECTION 2

### DEFINITIONS:

The following words and terms shall have the following meaning when used in these regulations unless the context specifically indicates otherwise.

- A. The **DISTRICT** refers to Cape Girardeau County Reorganized Common Sewer District, acting through its duly authorized Trustees, employees, or agents.
- B. The **CUSTOMER** is any person, firm, corporation, individual, partnership, association, entity, or governmental unit owning the premises being provided with sewage disposal service by the District
- C. The **USER** shall mean any property on which a structure with sanitary facilities within is situated within 200 feet of an accessible sewage main.
- D. The **DNR** refers to the Missouri Department of Natural Resources.
- E. The word **UNIT** shall be used herein to define the standard user or property serviced and shall include any building whether residential or commercial owned or leased, and mobile homes or multiple-unit properties, provided each is served by an individual connection to the PWSD.
- F. A **MAIN** is a pipeline which is owned and maintained by the District, located on public property, right-of-way or within easements, and used to transport sewage wastes to a central point for disposal into a trunk sewer line for disposal into a treatment facility.
- G. A **LATERAL** is a pipeline used to serve a single building and located between the building and the point of service connection.
- H. A **COLLECTING SEWER** is a pipeline which is owned and maintained by the District, located on public property or on private easements, and used to transport sewage waste to a central point for disposal.
- I. A **CUSTOMER SERVICE LINE** is a pipe with appurtenances installed, owned, and maintained by the Customer, used to conduct sewage from the Customer's unit to the collecting sewer main.

- J. A **SERVICE CONNECTION** is the point at which the Customer's service line is connected to the collecting sewer main.
- K. A **LIFT STATION** is that portion of the sewage system which is used to lift the sewage to a higher elevation.
- L. **SEWAGE** means ground garbage, human and animal excretions, and all other liquid waste normally disposed of by a residential, commercial, or industrial establishment, throughout the sanitary sewer system.
- M. **THE SEWER SYSTEM** includes all pipes, pumps, lagoons, plants, structures and appliances, and all other real estate, fixtures, and personal property, owned, operated, controlled, or managed in connection with or to facilitate the collection, carriage, conveyance, treatment and disposal of sewage for municipal, domestic, or other beneficial or necessary purposes.
- N. An **OUTLET** is a service sewer connection to the collecting sewer main.
- O. A **TREATMENT FACILITY** is an oxidation lagoon system or mechanical treatment plant in which raw sewage is collected and treated.
- P. A **SEWER SERVICE** is the removal and treatment of sewage from a unit.
- Q. **DOMESTIC SEWAGE** is all sewage, excluding storm or surface water, resulting from normal household activities.
- R. **NON-DOMESTIC SEWAGE** is all sewage other than domestic sewage, including, but not limited to commercial or industrial wastes.
- S. **FOUNDATION DRAIN** is pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from the foundation.
- T. **pH** is the relative degree of acidity or alkalinity of water as indicated by the hydrogen ion concentration. pH is indicated on a scale reading from 1 to 14 with 7 being neutral, below 7 is acid, and above 7 is alkaline; more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration.

- U. **B.O.D.** denotes Biochemical Oxygen Demand. The quantity of oxygen utilized in the biochemical oxidation of the organic matter under standard laboratory conditions expressed in milligrams per liter.
  
- V. **SUSPENDED SOLIDS** is the concentration of insoluble materials suspended or dispersed in waste expressed in milligrams per liter on a dry weight basis as determined by standard procedures.
  
- W. **SHALL** is mandatory: "May" is permissive.

### **SECTION 3**

#### **REQUEST TO TRANSFER COLLECTION AND TREATMENT SYSTEM:**

A. APPLICATION FOR SERVICE

Any entity wishing to transfer an existing collection and/or treatment system to the District shall make application for service to the District in writing. Every application for transfer shall be signed by the owner of the property to be transferred or the entity responsible, or by his authorized agent, and the applicant shall agree to comply with all applicable rules and regulations which have been established by the District. Every application for transfer shall contain a description of the premises and the purpose and/or use and shall be reviewed by the District's engineer and attorney.

List of documents required to be submitted with application shall include:

- I. A plat and engineering plans/specifications showing the existing sewer system.
- II. A detailed list of problems or concerns with the existing sewer system if known.
- III. Diagrams or plans showing service lines to all properties being served by the existing sewer system.
- IV. Plans showing possible future services lines (if available)
- V. Easements satisfactory to the District for the providing of all service lines and other necessary appurtenances to the Sewer District.
- VI. A copy of the Subdivision Regulations, Bylaws, Covenants, or other documents showing the appropriate legal method to transfer facilities to the District.
- VII. Appropriate documents showing that transfer to the District has been approved in the appropriate legal manner. Documents may include meeting minutes, votes, etc.
- VIII. Copies of any deeds showing ownership of the existing sewer system and treatment facility within the subdivision, multi-residential, trailer court, or non-residential system
- IX. Documentation of any outstanding loans or fines
- X. Any other documents that may be required and requested by the District.
- XI. Copy of current state operating permit.

The documentation and any other information considered pertinent in the judgment of the Board shall be reviewed by the District's engineer and attorney.

The Board shall vote on acceptance or denial of application which shall be based on the District engineer's and attorney's recommendations. Decisions on approved or denied applications shall be sent to applicant in writing. A denied application shall not be resubmitted until required changes have been made or information has been provided.

All applicable fees shall apply.



## SECTION 4

### SERVICE RATE SCHEDULE:

The Board shall establish the rates and fee schedule for all sewer services provided by the District. The rates and fee schedule shall be subject to annual review and adjustment by the Board. The Board shall establish the rates and fee schedule in such a manner as to provide sufficient revenue and income to meet all of the costs of the District, based upon (including but not limited to): operational, maintenance, administrative, debt service, reserve, replacement, and other costs of the District.

In all cases, the Board reserves the right to set a rate as it deems appropriate on a case-by-case basis. Variations from the following rate structure may apply in situations including but not limited to:

- Commercial properties
- In the case of seasonally occupied dwellings or other structures
- In cases where water used is not an appropriate measure of wastewater volume produced
- In cases where the makeup and strength of the wastewater is not consistent with normal domestic use
- In cases where special circumstances exist with the collection, conveyance, and treatment of the wastewater, as determined by the District.

**New Residential Customer Rate:** A fixed monthly total bill amount (for up to 12 months) until the first rate review cycle. This rate applies when the District does not have a water usage history of that individual customer at that location.

With the exception of New Residential Customers as described above, the customer's monthly bill will be the sum of a Service Availability Charge and a Metered Charge.

1. **Service Availability Charge:** A fixed rate that applies to all customers. It covers the District fixed costs to provide sewer service.
2. **Metered Charge:** A variable cost specific to each customer based on water used.

For Residential Customers, a Rate Review Cycle will occur annually in May. The individual Customer's average monthly water usage will be determined

from the previous December, January, and February water usage as reported by the PWSD. The 3-month average water usage in gallons will be divided by 1000, and the result multiplied by the per 1000 gallon rate in the Rates and Fee Schedule. The resulting Metered Charge will be rounded to the nearest whole dollar. Effective with the bill due July 16 and continuing through to and including the bill due June 16 of the following year, the Metered Charge will be a fixed amount based on this method.

Commercial water users' bills will be determined on a case-by-case basis by the District, when the treatment facility treating that sewage is exclusive to that Commercial Unit, or if the waste generated is not similar in strength and makeup of common residential produced sewage.

When a Commercial Customer is served by a treatment facility serving multiple users, the waste generated is similar in strength and makeup of common residential produced sewage, and it is in the District's best interest to do so, Commercial users' bills will be based on the Residential Rate and Fee Schedule.

Commercial Customers will report actual water usage from their current PWSD bill to the District with each District bill. Alternatively, the District will be authorized to receive this data directly from the PWSD. The water usage in gallons will be divided by 1000, and the result multiplied by the per 1000 gallon rate in the Rates and Fee Schedule. The resulting Metered Charge will be rounded to the nearest whole dollar.

3. **Homeowner/Renter/Commercial Deposit:** The District requires a refundable sewer deposit from any entity responsible for paying water bills from the PWSD. This deposit will be refunded, minus any outstanding balance, when the District is notified at the time the water service is terminated. If the District is not notified to cease sewer service, then bills will continue to accrue and will be subtracted from the deposit. Any deposit remaining will be forfeited if the District is not notified within 90 days of the vacancy.
4. **Rental Unit Owner's Deposit:** The District requires a refundable sewer deposit from owners or managers of rental properties if the owner or manager chooses to maintain water service and responsibility for water bills when the property is vacant. If water service is only provided to the property when a tenant is in place, and the tenant is solely responsible for the PWSD bills, this

deposit does not apply. This deposit will be refunded, minus any outstanding balance, if the District is notified at the time the property is sold. Any deposit remaining will be forfeited if the District is not notified within 90 days of the vacancy. One rental unit owner's deposit applies for up to five units having their own water meter. A second deposit applies for the next five units, and so on.

## SECTION 5

### REQUIRED CONNECTIONS:

This section is created requiring structures with sanitary facilities be connected to a centralized sanitary sewer system when the structure lies within 200 feet or less from an accessible sewer main.

- The owner of all houses, buildings, or properties used for human employment, recreation, or other purposes
  - Which is connected to the PWSD water system, and
  - Which generates wastewater generally referred to as “sewage”, and
  - Is situated within the established boundaries of the Cape Girardeau County Reorganized Common Sewer District, and
  - Abuts on any street, alley, easement, or right-of-way in which there is now located a public sanitary sewer of the District,

is hereby required to connect such facilities to the District sewer in accordance with the provisions of these rules and regulations, within one hundred eighty (180) days after date of official notice to do so, provided that accessible public sewer is within 200 feet of the dwelling, business, or residence. New sewer connection are required to be inspected by the District prior to the trench being backfilled.

- If it is mutually advantageous and agreeable to both parties, the District can waive the required connection.
- Where a public sanitary sewer is not available under the provisions of this Section, the building sewer shall be connected to a private sewage disposal system complying with the Rules and Regulations of the Cape Girardeau County Health Center and other rules as applicable.
- At such time as public sewer becomes available to a property served by a private sewage disposal system, a direct connection shall be made to the public sewer in compliance with these Rules and Regulations, and any applicable septic tanks, cesspools, and similar private disposal facilities shall be abandoned and filled with suitable material. A customer who does not connect to the system within 180 days and who meets the criteria established in the definition of a “User” shall be responsible for payment of the established monthly user fee established for the system to which the sewage generating unit has access for connection.

- No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the Cape Girardeau County Health Center.

## SECTION 6

### CONNECTION TO DISTRICT:

- A. No unauthorized person shall uncover, make any corrections with or opening into, use, alter, or disturb any District owned sewer system or appurtenance thereof without first obtaining a written permit from the District.
- B. All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner unless these costs and expenses are paid by the District according to an approved and funded project. The owner shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- C. Required Fees to the District:
  - I. Connection Fee is a one-time non-refundable fee billed upon the connection for service to reserve capacity in the existing wastewater treatment facilities. This fee will be charged on a case-by-case basis as determined by the District.
  - II. Inspection Fee shall be chargeable for new connections to existing District owned and operated sewer systems.
- D. Generally, a single sewer service account will exist for each household or business served by a water meter from the PWSD.
- E. All new individual family dwelling units, whether they are individual houses, apartments, duplexes, triplexes, or other multi-family structures, will have individual PWSD water meters and individual sewer service accounts for each family dwelling unit.
- F. Existing service sewers may be used in connection with new buildings only when they are found, on examination and test by the District Engineer, to meet all requirements of these Rules and Regulations.
- G. The connection of the building sewer into the District sewer system shall conform to the requirements of the building and plumbing code or other applicable Rules and Regulations of the District. All such connections shall be made gastight and watertight. The District Engineer must approve any deviation from the prescribed procedures and materials before installation. The size, slope, alignment, materials of construction of a building sewer, and methods to be used in excavating, placing of pipe, jointing, testing and backfilling the trench, shall all conform to the Technical Specifications of the District. For non-residential sewer systems, grease, oil, and sand interceptors may be required.
- H. As a condition of service, inside piping and building sewer construction must meet all of the requirements of the latest editions of the Technical

- Specifications and/or appropriate plumbing code adopted by the District at the time of connection to the sewer system. The Customer's service sewer shall be constructed, maintained, connected and repaired to meet all of the requirements of the latest editions of the Technical Specifications adopted by the District at the time of connection to the sewer system.
- I. It is understood that all facilities above described are to be constructed and maintained by the applicant subject to the approval of a District authorized inspector, and in accordance with the Rules and Regulations of the District in force at that time.
  - J. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor.
  - K. In all buildings in which any building drain is too low to permit gravity flow to the District's main, sanitary sewage carried by such drains shall be lifted by approved artificial means and discharged to the building's sewer. No water operated sewage ejector shall be used.
  - L. Drains carrying sanitary sewage shall not be combined with interior or exterior footing or foundation drains, sump pumps, basement drainage systems, downspouts, gutters, stairwell drains, swimming pool filter backwash drains, or other sources of contaminated or uncontaminated water. The failure of the customer to rectify the source of entry of contaminated or uncontaminated water or potential thereof, into the sewer system and subsequent District denial of service does NOT relieve the customer of his/her obligation to pay minimum monthly fees to the District. The costs of rectifying any combined plumbing systems will be strictly the responsibility of the owner of the premises.
  - M. All excavations required for the installation of the service sewer shall be open trench unless otherwise approved by the District. Pipe laying and backfill shall be performed in accordance with the latest published Engineer Specifications of the Manufacturer of the materials used and the Technical Specifications of the District; except that no backfill shall be placed until the work has been inspected by the District. Only those jointing materials and methods which are approved by the District may be used.
  - N. The applicant for the building sewer permit shall notify the District when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the District Engineer or his/her representative.
  - O. The furnishing of sewer service by a customer to a premises other than that served by the customer's service, however temporary, is prohibited, including but not limited to, travel trailers, RVs, and motor homes. Using the Customer

- Service sewer for the dumping of stored gray or black water from boats, travel trailers, RVs, motor homes, or portable toilets of any type is prohibited.
- P. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the District.
  - Q. On taking of service from the District, the Customer agrees to provide access to the premises during reasonable hours in order that the District may inspect the water using and disposal facilities connected to the District's sewer mains, including suspected or potential entry points of contaminated or uncontaminated water.



## SECTION 7

### CLASSES OF SERVICE:

- I. New Single Unit Family Dwellings.

A single unit family dwelling is defined as a single household consisting of a single person, a family, or up to eight persons who do not comprise a single family, regardless of whether or not the unit is owned, leased under a written lease or under a month-to-month tenancy. Each unit shall have its own water meter for purposes of measuring water usage to calculate a sewer bill.
- II. 1 or more existing Single Unit Family Dwellings served by a single existing PWSD account on a single platted lot will be treated as one Sewer District Customer.
- III. Existing Manufactured Home Communities.

In the case where a single water meter serves all the individual residences in a manufactured home community, trailer court, RV park, or similar arrangement, the entity responsible for the water meter and water bills will be treated as a single commercial user, and the method of determining monthly bills will be at the sole discretion of the District.
- IV. New Multi-Unit Family Dwellings

A multiple-unit dwelling is defined as a dwelling unit housing more than one family or more than eight persons, and shall include duplexes, triplexes, apartments and all similar structures and residences, regardless of whether or not the unit is owned individually, rented, or leased under a written lease or under a month-to-month tenancy. Each unit shall have its own water meter for purposes of measuring water usage to calculate a sewer bill.
- V. New trailer courts, manufactured home communities, or other multiple unit developments

Each lot, property, and/or individual living premises shall have its own water meter.
- VI. Unusual Customer Requirements
  - a. When a customer's requirements for sewer service are unusual, or large, or necessitate considerable special or reserve equipment or special consideration, the District may require a contract for an extended period, and may also require the customer to furnish security satisfactory to the District to protect the District against loss and guarantee the performance of the provisions of the contract.

- b. For requests for sewer service for new development that would create an undue hardship on the existing system's ability to provide adequate supply, the District shall require, or cause to be prepared, a capacity analysis or hydraulic modeling performed by the District Engineer. For the size of the sewer systems managed by Special Districts this is generally four (4) single family dwelling units or greater. The criteria to be used and goals to be achieved through the capacity analysis or hydraulic modeling shall be the sole responsibility of the property owners. The costs of mitigation, as defined in the analysis or model and approved by the District, shall be the sole responsibility of the property owners.

## SECTION 8

### EXTENSION OF SEWAGE COLLECTION LINES:

All costs related to the extension of sewage collection lines shall be borne by the developer. In addition, the developer shall:

- A. Submit to the District's engineer for review and approval plan-profile drawings of the proposed sewer line extensions along with a copy of the application to the Missouri Department of Natural Resources for a construction permit. The Board shall review and approve all plans for proposed sewer lines extensions after approval by the District's engineer. All extensions are to be designed by and the plans prepared under the direct supervision of an engineer registered in the State of Missouri. The design shall be in accordance with the design criteria as set forth by the Missouri Department of Natural Resources and the Board.
- B. Construct the Sewer Extensions as Designed, in full compliance with all construction specifications and standards adopted by the Board.
- C. Reimburse the District for all costs of review of developers design plans by the District engineer. The person/developer submitting a preliminary and or final plat which requires a review by the District engineer, will at that time pay the required review fee. This fee will cover the first two submittals. If a third submittal is required, the person/developer will work directly with the District engineer and will be required to pay the reviewing engineer for the cost incurred beyond the second submittal, with costs being based on the District's contract with the consulting engineer.
- D. Pay to the District, prior to start of construction a minimum inspection fee for inspection of the actual construction of the project by the District engineer. The amount of said fee will be determined prior to start of construction.
- E. Reimburse the District for actual costs of all attorneys' fees incurred by the District in the formulation, negotiation, review and handling of the sewer extension project.
- F. Post-performance bonds prior to the start of construction using the following guidelines:
  - I. Construction Bonds: 100% released following acceptance of cost by the District.
  - II. Maintenance Bonds: 100% held for a one year period of cost following acceptance by District.

The executed bonds shall name the District as the reigning authority and shall be approved by the District's attorney prior to start of construction.

The amount of the bond shall be approved by the District engineer and the District's Board prior to start of construction.

- G. Construct all sewer lines and appurtenances in dedicated easement(s) in the name of the District, or in utility easements. Developer shall deliver to the District's attorney ownership and encumbrance certificates and recorded easements for all installations not in dedicated utility easement. All easements shall be at least 20 feet wide unless approved by the District's Board.
- H. Obtain all necessary permits, licenses and approvals for the construction and operation of a sanitary sewage collection and/or treatment system. The District shall cooperate in making application for all necessary licenses, permits, and approvals.
- I. Supply the District, the District engineer, and the District attorney with copies of all applications for licenses, permits, and approvals and with copies of all licenses, permits, and approvals obtained by developer. Developer shall also supply the District engineer with copies of all plans, construction documents, bonds, contracts, change orders, correspondence and all other documents or plans used or generated in the course of the sewer system extension project.
- J. Deliver to the District engineer record plans of the project showing the metes and bounds description of the sewer line as installed, with elevations at appropriate points. The plans shall also show the actual connection points of each sewage generating unit to the collection line installed by the developer, described with sufficient particularity to locate each connection point, together with information concerning the depth of each connection point.
- K. Upon completion of the sewer extension project, deliver to the District executed bills of sale, quit-claim deed, warranty deeds, lien waivers and all other documents necessary to convey ownership of the sanitary sewage collection system to the District. The District engineer shall certify to the Board that all costs of construction have been paid, that all contract requirements of the developers have been completed, and that developers have paid all payments due the District.
- L. No sewage shall be introduced into the new sewer lines until District has accepted the sanitary sewage collection system pursuant to the preceding paragraph. Acceptance of the system by the District shall be evidenced by an order of the Board accepting the system.
- M. All sewage generating units and users of the sewer system, including those serviced by any extension, shall be governed by the Rules and Regulations of the District, including user charges, connection fees, and late charges.
- N. When a new unit is constructed and connects into an existing main or collecting sewer, the owner and/or contractor of the unit being constructed will

be responsible for a one time connection fee, plus an inspection fee. A minimum monthly sewer bill will be assessed to the owner and/or contractor until said unit is occupied and an actual usage can be determined.

## SECTION 9

### EXTENSION OF DISTRICT FACILITIES:

#### DISTRICT CONSTRUCTION

- A. The District will install additional plant facilities and will extend its sewer mains along public highways, roadways, streets, or alleys where grades have been established, or within easements acceptable to the District.
  - I. A written application shall be required from all persons desiring service. If such service requires the construction or enlargement of existing mains or other District facilities, the District shall supply the applicant with a preliminary estimate showing the total cost of construction. The District shall also require a deposit for main extensions and/or facility additions. In accordance with these Rules and Regulations, the estimate or agreement provided by the District shall be dated and considered as effective and binding upon the District for a period of sixty (60) days from such date.
  - II. Before the District designs the required facilities and provides a final cost estimate, the applicant shall:
    - a. Provide the District without cost, a copy of Certificate of Title to the premises, any plats, surveys, plans, or other available information requested by the District. The applicant shall guarantee or qualify the accuracy of such date.
    - b. Deposit with the District a sum equal to ten (10) percent of the preliminary estimated cost of construction.
  - III. Upon applicant's compliance of paragraph II, the District will design the required service extension and/or facilities consistent with good engineering practices for the watershed area to be serviced, and make a final estimate of the cost, including all labor, materials, engineering, supervision, and other expenses. A sanitary sewer facilities contract, including the final cost estimate, will be submitted to the applicant or a designated representative provided that the connection fees are not adequate to cover the cost of the main extension. In the event the contract is executed, the deposit shall be applied to the total costs.
  - IV. The facilities and/or mains will be installed as soon as practicable after receipt of the executed sanitary sewer facilities contract provided that:
    - a. The applicant has paid to the District the required connection fee as provided in section 4.
  - V. Extensions made under this section shall be and remain the property of the District in consideration of its perpetual upkeep and maintenance. The

District also reserves the right to further extend the mains. Customers connected to such further extensions shall not entitle the applicant paying for the original extension to a refund for such Customers.

- VI. The pipe used in making extensions under this Rule shall be of a type and size, which will be reasonable adequate to supply the area services. Such determination as to size and type of pipe shall be left solely to the judgment of the District. If the District desires to make the extensions in pipe larger than reasonably required to provide service to the lots abutting said extensions, the additional cost due to larger size shall be borne by District.

**B. Applicant Construction**

- I. The applicant will install at the applicant's expense necessary plant facilities and sanitary sewer lines along public highways, roadways, streets, or alleys where grades have been established, or within easements acceptable to the District on the following terms and conditions:
  - a. A written application shall be required from all persons desiring service. If such service requires the construction, extension, or enlargement of existing mains or other District facilities as determined by the District or the DNR, then the applicant shall install same in accordance with District Construction Specifications and Standards.
  - b. The applicant shall furnish the District with plans and necessary costs estimated for installation of new or expanded facilities.
  - c. After approval by the District of the plans and cost estimates, a Sanitary Sewer Contract will be executed.
- II. Extensions made under this section shall be and remain the property of the District in consideration of its perpetual upkeep and maintenance. The District reserves the right to further extend the mains and to connect other collecting sewers from extensions made hereunder. Customers connected to such further extensions shall not entitle applicant contributing the extension to the District to additional payments.

## **SECTION 10**

### **LIABILITY OF THE DISTRICT:**

- A. The District shall not be responsible for damages resulting from any failure to remove wastewater from the premises or for interruptions if such failure or interruption is without willful default or negligence on its part.
- B. The District shall not be liable for damages resulting to Customer or to third persons, unless due to primary negligence on the part of the District, and without any contributory negligence on the part of the Customer or such third party.
- C. The District shall not be liable for damages because of any interruption of sewer services or for damages caused by defective piping and/or appliances on the Customer's premises.
- D. The District shall not be liable for damages resulting to Customer or to third persons because of sewage backup into Customer's or third person's premises, unless due to primary negligence on the part of the District, and without any contributory negligence on the part of the Customer or such third party.
- E. The District shall not be liable for damages or making of repairs for or on broken sewer mains and/or appurtenances for which it is not the legal owner or for which the contributor has failed to provide proper and adequate easements.
- F. The District reserves the right to limit sewer service in its mains at any time, for making repairs, extensions or alterations to the collection system. If service is interrupted for repairs, all customers affected by such interruptions will be notified in advance whenever it is possible to do so. Every effort will be made to minimize the interruptions and temporary methods of disposing of bulk sewage will be available when possible. The District shall not be liable for any interruption of service caused by repairs, extensions or alterations to the collection system.
- G. No refunds for sewer service will be made for interruptions of service unless the interruptions are in effect for a continuous period in excess of forty-eight (48) hours without disposal by the District.
- H. Employees or agents of the District are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the District's Rule and Regulations or Bylaws. Any attempt to violate this paragraph shall be reported immediately to the Board of Directors of the District by any person having knowledge of the violation or attempted violation.
- I. No employee or agent of the District shall have the right or authority to bind the District by any promise, agreement, or representation contrary to the letter or intent of these Rules and Regulations. Nor shall any employee or agent of the District have authority to bind the District by any promise, agreement, or representation not provided for in these Rules, unless such authority is in writing and signed by the authorized representative or agent of the District.



## SECTION 11

### VIOLATIONS:

- A. The District reserves the right to disconnect public water services, through cooperation with the public water supply district, for any of the following reasons:
  - I. For failure to comply with the terms of the sewer contract.
  - II. For nonpayment of sewer bill or connection fee.
  - III. For resale of sewer service.
  - IV. For unauthorized sewer connections to District sewer mains, unauthorized opening of sewer mains during construction or permitted entry of storm water, groundwater, or other objectionable materials.
  - V. For unauthorized connection of footing or foundation drains, sump pumps, basement drainage systems, downspouts, gutters, stairwell drains, or connections permitting surface water, ground water, or storm water entry into sewer mains.
  - VI. For violation of any District Rules and Regulations.
- B. All costs of collections are assessed to the individual account being processed and collected. The following is the step-by-step process used to collect unpaid sewer bills.
  - I. Sewer bills are due on the 16<sup>th</sup>.
  - II. Bills are processed on the following business day.
  - III. Disconnect notices will be mailed the next business day.
  - IV. The date by which a delinquent sewer bill must be paid in order to avoid disconnection of water service shall be the same due date as Water Provider provides for delinquent water bills to be paid in order to avoid disconnection for failure to pay for water services. At the present time, the due date for Water Provider for paying delinquent water bills is the 26<sup>th</sup> day of each month, with the pull date being the next day with the following exceptions:
    - i. Water meters are never pulled on a Friday
    - ii. If the 26<sup>th</sup> day of a particular month falls on a Saturday, Sunday, or Monday which is a holiday, the following working day is the last day on which a customer can pay a delinquent water bill. If payment has not been received by the next morning, the water meter is pulled.
  - V. All costs associated with disconnection and reconnection of water and sewer are assessed back to the owner of the property being disconnected as stated in the RATES AND FEES SCHEDULE.

- VI. If special processes are needed in collection of delinquent bills as stated in the RATES AND FEES SCHEDULE. Fees will include any additional costs imposed by the water supply district.
- VII. The contract for termination of water services for non-payment of sewer fees signed between Cape Girardeau Reorganized Common Sewer District and the water supply district is available upon request to the Sewer District in writing or during normal business hours.
- C. Discontinuance of sewer service to a premise for any reason shall not prevent the District from pursuing any lawful remedy or action of law for the collection of monies due from the Customer or Violator, and the District shall have the right to include court costs, applicable service charge(s), disconnect and/or reconnect charges, collection charges, and reasonable attorney fees for collection.
- D. In case the District discontinues its service for any of these causes or is, through fault of the Customer, prevented from providing sewer service, then the following shall become due and payable to the District as liquidated damages and not a penalty: the amount remaining unpaid, and also the amount which is guaranteed by the contract or agreement as the minimum payment for same.
- E. When sewerage service to a Customer has been terminated for any reason other than temporary vacancy of the premises, it will be renewed only after the conditions, circumstances, or practices which caused the service to be discontinued are corrected to the satisfaction of the District and upon payment by the Customer to the District of all applicable fees and charges set forth in these Rules and Regulations.
- F. The District has the right to refuse or to immediately disconnect sewer service to any property to protect itself against fraud, abuse, improper, or unauthorized connections.
- G. The District has the right to refuse or to immediately disconnect sewer service within the District's service area to any Customer that has a delinquent account regardless of the part of the service area that the delinquency occurred.