

## Ordinance No. 2015-1

### Section 1. Introduction

In accordance with the Federal Safe Drinking Water Act and State drinking water regulations, the City of Liebenthal, Kansas, must minimize contamination in drinking water. It is the intent of the City of Liebenthal, Kansas to accomplish this through the installation and operation of Point-of-Use Reverse Osmosis Water Treatment Units which the Governing Body of the City of Liebenthal, Kansas has decided is the most protective and cost efficient way to meet drinking water standards. This Ordinance repeals and replaces existing Ordinance No. 129 of the City of Liebenthal, Kansas.

### Section 2. Purpose and Intent

- 2.1 The Governing Body of the City of Liebenthal, Kansas, is passing this Ordinance in order to comply with the Safe Drinking Water Act, State drinking water regulations, and to protect the health of the consumers of water supplied by the City of Liebenthal, Kansas.
- 2.2 The specific purposes of this Ordinance are as follows:
  - 2.2.1 To require the installation of Point-of-Use Reverse Osmosis Water Treatment Units to improve the quality of drinking water.
  - 2.2.2 To minimize the Fluoride Maximum Contaminant Level in drinking water supplied by the City of Liebenthal, Kansas.
  - 2.2.3 To provide for an operation, maintenance and monitoring program for the Point-of-Use Reverse Osmosis Treatment Units that will be installed as part of this Ordinance.

### Section 3. Applicability

This Ordinance applies to all customers connected to the City of Liebenthal, Kansas and all customers who connect to the City of Liebenthal, Kansas in the future.

### Section 4. Authority and Effective Date

The City of Liebenthal, Kansas is authorized under the laws of the State of Kansas to adopt this Ordinance. This Ordinance becomes effective immediately upon adoption.

### Section 5. Definition

- 5.1 **Building** means a combination of any materials, whether portable or fixed, having a roof to form a structure for the shelter of persons, animals, or property.
- 5.2 **Consumer** means any person, corporation, or other entity using or receiving water from the City of Liebenthal, Kansas.
- 5.3 **Customer** means any purchaser or buyer of water from the City of Liebenthal, Kansas.
- 5.4 **Dwelling Unit** means a house or other structure in which a person or persons live.
- 5.5 **Non-Residential User** is defined as a user of water provided by the City of Liebenthal, Kansas for purposes other than personal consumption. Such purposes may include, but are not limited to, resale, as a component or ingredient in other products designed for resale or service to the public, or otherwise providing water directly or indirectly to a person for the purposes of consumption.
- 5.6 **Owner of the Premises** includes the legal owners, their agents, or authorized representatives.
- 5.7 **Person** means a human being, partnerships, associations, corporations, legal representatives or trustees.
- 5.8 **Potable Water** means any water intended or used for human consumption or other domestic use.

- 5.9 **Premises** mean any real property to which water is provided, including all improvements, buildings, dwelling units, mobile homes and other structures located on it.
- 5.10 **Residential User** is defined as any person occupying a dwelling unit receiving water from the City of Liebenthal, Kansas for the purpose of personal consumption.
- 5.11 **Service Connection** is the point of delivery at which the City of Liebenthal, Kansas connects to the private supply line.
- 5.12 **Structure** means anything constructed or erected, the use of which requires a fixed location on the ground or attached to something located on the ground.
- 5.13 **Tap** means any faucet, spigot or fountain that supplies water for consumption by drinking or cooking (including ice).
- 5.14 **Treatment Unit** includes any device installed by the City of Liebenthal, Kansas to treat water as well as any associated equipment or devices, including separate taps, storage tanks and bypass valves.
- 5.15 **Water Supplier** means the City of Liebenthal, Kansas, its employees, agents and authorized representatives.

## **Section 6. Residential Users**

### **6.1 Installation**

- 6.1.1 The owner of the premises or residential users will allow the Water Supplier to install Point-of-Use Reverse Osmosis Water Treatment Units and all ancillary equipment needed for the proper operation of the treatment units.
- 6.1.2 A treatment unit will be installed on a separate tap next to the kitchen tap to be used for drinking and cooking water.
- 6.1.3 Treatment units will be installed by a properly trained and certified person. All units will be installed in accordance with State and local codes, if any, and in accordance with the manufacturer's specifications.
- 6.1.4 Title to the treatment units remains with the Water Supplier. While in effect, this Ordinance shall run with the land and shall be enforceable on all parties having or acquiring any right, title or interest in any dwelling unit.

### **6.2 Maintenance**

- 6.2.1 The Water Supplier will maintain the treatment units. Maintenance may include, but is not limited to any required repair to or replacement of a treatment unit; any sampling of a treatment unit or the water a treatment unit is treating; or any action deemed necessary by the Water Supplier for the on-going proper operation of a treatment unit.
- 6.2.1.1 All maintenance will be conducted by a properly trained and certified person.
- 6.2.2 **Regular Maintenance.** The owner of the premises or residential users will provide the Water Supplier access to the treatment units on a regular basis so that the Water Supply can maintain the treatment units.
- 6.2.2.1 The Water Supplier will periodically notify the owner of the premises or residential users of the intention to provide maintenance to a treatment unit. Notification will be provided in the water bill or other means as the City of Liebenthal, Kansas may direct.
- 6.2.2.2 Regular maintenance will be provided during normal business hours or as arranged between the Water Supplier and Residential User. Sampling will occur approximately every three (3) years.

6.2.2.3 In the event that the owner of the premises or the residential users will not be able to provide access to a treatment unit on the date and time specified in the notification, the residential user will schedule an alternative time with the Water Supplier.

6.2.3 **Emergency Repairs or Replacement.** Residential users must provide access to the treatment units for the emergency or unexpected repairs or replacements. Refusal to allow entry may result in termination of service in accordance with Section 8 of this Ordinance.

6.2.4 Residential users must notify the Water Supplier of any observed leaks or defects immediately. The Water Supplier shall arrange to repair the leak or other defect within four (4) business days from receiving notice.

6.2.5 The owner of the premises and residential users shall not adjust, modify, repair, replace, remove, disconnect, bypass or otherwise tamper with a treatment unit.

6.2.5.1 Customers shall pay the Water Supplier for any costs incurred due to the owner of the premises or the residential user adjusting, modifying, by-passing, and tampering with or removing a treatment unit or any ancillary equipment.

## **Section 7. Non-Residential Users**

### **7.1 Installation**

7.1.1 The owner of the premises or non-residential users will allow the Water Supplier to install the Point-of-Use Reverse Osmosis Water Treatment Units and all ancillary equipment needed for the proper operation of the treatment units.

7.1.2 Treatment units will be installed on locations with separate taps designated for drinking water.

7.1.3 Treatment units will be installed by a properly trained and certified person. All units will be installed in accordance with State and local codes, if any, and in accordance with the manufacturer's specifications.

7.1.4 Title to the treatment units remains with the Water Supplier. While in effect, this Ordinance shall run with the land and shall be enforceable on all parties having or acquiring any right, title or interest in any premises.

### **7.2 Maintenance**

7.2.1 The Water Supplier will maintain the treatment units. Maintenance may include, but is not limited to any required repair to or replacement of a treatment unit; any sampling of a treatment unit or the water a treatment unit is treating; or any action deemed necessary by the Water Supplier for the on-going proper operation of a treatment unit.

7.2.1.1 All maintenance will be conducted by a properly trained and certified person.

7.2.2 **Regular Maintenance.** The owner of the premises or non-residential users will provide the Water Supplier access to the treatment units on a regular basis so that the Water Supplier can maintain the treatment units.

7.2.2.1 The Water Supplier will periodically notify the owner of the premises, his agent, his authorized representative or the non-residential users of the intention to provide maintenance to a treatment unit. Notification will be provided in the monthly water bill or any other means of notification as the City of Lieberthal, Kansas may direct.

7.2.2.2 Regular maintenance will be provided during normal business hours or as arranged between the Water Supplier and owner of the premises. Sampling will occur approximately every three (3) years.

7.2.2.3 In the event that the owner of the premises or non-residential users will not be able to provide access to a treatment unit on the date and time specified in the notification, the owner of the premises or the non-residential users will schedule an alternative time with the Water Supplier.

7.2.3 Emergency Repairs or Replacement. The non-residential users must provide access to the treatment units for emergency or unexpected repairs or replacements. Refusal to allow entry may result in termination of service in accordance with Section 8 of this Ordinance.

7.2.4 In the event that a leak or other defect is detected, the non-residential user will notify the Water Supplier at a number designated by the City of Liebenthal, Kansas for such purpose within 24 hours of noticing the leak or other defect and follow all directions given by the Water Supplier. The Water Supplier shall arrange to repair the leak or other defect within four (4) business days from receiving notice.

7.2.5 The owner of the premises and the non-residential user shall not adjust, modify, repair, replace, remove, disconnect, bypass or otherwise tamper with a treatment unit.

7.2.5.1 The Customer shall pay the Water Supplier for any costs incurred due to the adjusting, modifying, by-passing, tampering with or removing a treatment unit or any ancillary equipment.

#### **Section 8. Emergency Suspension of Utility Service**

8.1 The Water Supplier may, without prior notice, suspend water service to any premises when such suspension is necessary to prevent or stop an actual or threatened imminent and substantial danger to the Water Supplier's public water supply.

8.2 The Water Supplier may, without prior notice, suspend water service to any premises when such suspension is necessary to prevent or stop an actual or threatened imminent and substantial danger to the environment or to the health or welfare of any person.

8.3 As soon as practicable after the emergency suspension of service, the Water Supplier will notify Customers of the suspension. Notice will be provided in person or by certified mail, return receipt requested.

8.4 The Water Supplier will not reinstate service until the actual or threatened danger has been eliminated and its cause determined and corrected.

8.4.1 The Customer shall pay the Water Supplier for any costs incurred for suspending service responding to, eliminating, determining the cause of, and correcting actual or threatened dangers; and reinstating service, if the actual or threatened danger was caused by persons other than the Water Supplier.

#### **Section 9. Non-Emergency Suspension of Utility Service**

9.1 The Water Supplier may terminate, after notice and opportunity for a hearing, the water service of any Customer who:

- Fails or refuses to allow the installation of treatment units as required by this Ordinance.
- Fails or refuses to allow the Water Supplier access to the premises to conduct regular or emergency maintenance.
- Adjusts, modifies, repairs, replaces, removes, disconnects, bypasses or otherwise tampers with a treatment unit without prior written permission from the Water Supplier.

9.2 Except in accordance with Section 8 of this Ordinance, the Water Supplier will notify the Customer of the proposed termination of water service at least 30 days before the proposed termination. Notice will be provided in person or by certified mail, return receipt requested.

9.2.1 The Customer may request a hearing on the proposed termination by filing a written request for a hearing with the Water Supplier, not more than 10 consecutive calendar days after receipt of notice of the proposed termination.

9.3 If water service is terminated, the Water Supplier will not reinstate water service until the Customer and owner of the premises allows for the installation of treatment units.

9.3.1 The Customer and the owner of the premises must enter into a written agreement to allow the Water Supplier access to the premises to conduct regular or emergency maintenance.

9.4 The Customer shall pay all costs incurred by the Water Supplier to reinstate service.

#### **Section 10. Installation and Maintenance Charges**

10.1 Customers may be charged a cost as is determined by the Governing Body of the City of Liebenthal, Kansas for the installation of a treatment unit. Customers may be charged in equal increments every month for one year.

10.1.1 Customers may be charged for all costs incurred by the Water Supplier to make any required modifications to existing plumbing in order to install the treatment unit. Customers may be charged in equal increments every month for one year.

10.2 Customers may be charged a monthly maintenance charge at a rate as determined by the Governing Body of the City of Liebenthal, Kansas for as long as the treatment unit remains installed on the premises.

10.3 Any installation and maintenance charges collected by the Water Supplier shall be deposited in the operating budget of the Water Supplier. Such funds shall be used for the purchase of new treatment units and to help defray the costs associated with purchasing, installing, maintaining and removing the treatment units.

10.4 The City of Liebenthal, Kansas reserves the right to increase or decrease the installation and maintenance charges as deemed appropriate through an amendment to this ordinance.

#### **Section 11. Enforcement**

11.1 All users of water supplied by the Water Supplier shall abide by the provisions of this Ordinance and any such rules, regulations and Ordinances promulgated for the improvement and maintenance of the quality of the water intended for human consumption supplied by the Water Supplier.

11.2 Failure to abide by the provision of this Ordinance may result in the termination of service as described in Section 8 or 9 or in the imposition of service charges.

11.2.1 The Water Supplier may charge the customer an amount as determined by the Governing Body of the City of Liebenthal, Kansas for failure to allow access for the installation and maintenance of the treatment unit.

11.2.2 In the event that the Customer, owner of the premises, residential user, or non-residential user fails to allow access to the premises for the purpose of removing the treatment unit, the Water Supplier may apply to the District Court of Rush County, Kansas, or any other Court of competent jurisdiction for an order permitting entry onto the premises and for the removal of the treatment unit.

11.3 Any service charges imposed and collected by the Water Supplier shall be deposited in the operating budget of the Water Supplier. Such funds shall be used for the purchase of new treatment units and to help defray the costs associated with purchasing, installing, maintaining and removing the treatment units.

11.4 The City of Liebenthal, Kansas reserves the right to increase or decrease the service charges as deemed appropriate through an amendment to this Ordinance.

**Section 12. Liability**

12.1 The Customer, owner of the premises, residential user and non-residential user shall indemnify and hold harmless the Water Supplier for any injury or damage which may occur as a result of:

1. The installation, maintenance, operation, sampling, monitoring or removal of a treatment unit.
2. The adjusting, modifying, repairing, replacing, removing, disconnecting, bypassing or otherwise tampering with a treatment unit.
3. The failure to inspect, detect and report in accordance with the Ordinance, any leaks or other defects which could have reasonably been detected by the required inspection.
4. Damage to a treatment unit resulting from fire, freezing, theft or impact.

**Section 13. Severability**

13.1 If any provision or provisions of this Ordinance is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Adopted this 9<sup>th</sup> day of February 2015 by the governing Body of The City of Liebenthal, Kansas.

Melise Landa  
MAYOR

ATTEST: Sheila M. Herman  
CITY CLERK