

COPY

ORD
00/01 #3

BEFORE THE CITY COUNCIL FOR THE
CITY OF ADAIR VILLAGE, OREGON

In the matter of an)
Ordinance Adopting and)
Codifying a New Water)
Ordinance)

ORDINANCE NO. 00/01 # 03

THE CITY OF ADAIR VILLAGE CITY COUNCIL ORDAINS AS FOLLOWS:


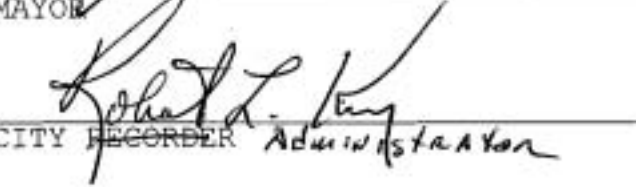
Sec. 1. This matter having come before the City Council of Adair Village on August 21, 2000, upon the recommendation of the City Administrator that the City update, revise and codify its water ordinance.

Sec. 2. The public having been duly noticed and the City Council having received public input and thereafter deliberating during its noticed public meeting on August 21, 2000, and the City Council electing to adopt this ordinance and enact a new water ordinance, identified as Chapter 7 and attached hereto and marked as Exhibit A.

Sec. 3. Emergency declared. The greater health, safety and welfare of the public being directly impacted, this Ordinance shall be duly read by title only (first and second reading) and shall be effective on August 22, 2000.

City of Adair Village, Oregon, August 21, 2000.

CITY OF ADAIR VILLAGE


MAYOR

CITY RECORDER Administration

COPY

Approved as to Form:



City Attorney

First Reading: August 21, 2000

Second Reading: August 21, 2000

Recording Secretary: _____

CHAPTER 7

WATER

TITLE AND SCOPE

7.005 TITLE. This Chapter may be cited as the Water Ordinance.

7.010 PURPOSE AND SCOPE. An ordinance providing a water code for the regulation and operation of the Adair Village Water Department: Defining the rights and obligations of the City of Adair Village and its water department customers in connection therewith; and providing a penalty for a violation thereof.

DEFINITIONS

7.020 GENERAL DEFINITIONS.

- (1) **APPLICANT.** A person, corporation, association or agency applying for water service.
- (2) **CITY.** City of Adair Village, a municipal corporation of the State of Oregon.
- (3) **COMMERCIAL SERVICE.** Provision of water to premises which include mercantile establishments, stores, offices, public buildings, governmental agencies, public and private hospitals, schools, churches and mercantile establishments combined with residences.
- (4) **CUSTOMER.** An individual, partnership, corporation, entity, association or agency receiving water service from the utility at one location.
- (5) **DATE OF PRESENTATION.** The date upon which a bill or notice is mailed or delivered personally to the customer.
- (6) **DOMESTIC SERVICE.** Provisions of water for single or multiple unit residential housing purposes, including water for sprinkling lawns, gardens and shrubbery; watering livestock; washing vehicles; and other similar customary purposes.

- (7) FIRE PROTECTION SERVICE. Provision of water to premises for automatic fire protection.
- (8) HIGH LEVEL SERVICE. Those areas served by the Utility that in the opinion of the Utility requires secondary pumping to provide adequate service.
- (9) INDUSTRIAL SERVICE. Provision of water to a customer for use in manufacturing or processing activities.
- (10) MAINS. Distribution pipelines located in streets, highways, public ways or utility easement which are used to serve the general public. This pipe does not include the service line.
- (11) MAIN EXTENSIONS. Extensions of distribution pipelines, exclusive of service connections, beyond existing facilities.
- (12) METER. The instrument used for measuring the amount of water delivered to the customer, normally installed at the point of delivery.
- (13) METER RATE SERVICE. Provision for supplying water in measured quantities.
- (14) MONTH. An interval of approximately 30 days between consecutive meter reading dates, not necessarily calendar month.
- (15) MUNICIPAL OR PUBLIC USE. Provision for supplying water to departments of the City of Adair Village.
- (16) POINT OF DELIVERY. Unless otherwise designated in a service agreement, the point of delivery shall be the point of attachment of the Utility's service line to the customer's line, in the street or alley right-of-way, or utility easement in which the main is located.

Water

COPY

- (17) PREMISES. The integral property or area, including improvements thereon to which water service is or will be provided.
- (18) RATE SCHEDULE OR WATER SERVICE CHARGES. A formal statement of the charges and conditions for a particular class or type of service in a given area or location.
- (19) READILY ACCESSIBLE. Safely and easily reached during regular daytime working hours; not subject to being "under lock and key", "fenced in", "covered up", or otherwise obstructed.
- (20) SERVICE AREA. The area in which water service may be furnished at the Utility's option, includes all that territory within the corporate limits of the City of Adair Village and certain areas adjacent or in reasonable proximity thereto.
- (21) SERVICE CONNECTION. The pipe, valves and other facilities by means of which the Utility conducts water from its distribution mains to and through the meter, but does not include the piping from the meter to the property served.
- (22) SERVICE LINE. The pipe, valves and fittings laid from the water main to the point of delivery.
- (23) TEMPORARY SERVICE. A service for circuses, bazaars, fairs, construction work and similar uses that, because of their nature, will not be used steadily or permanently.
- (24) UTILITY. City of Adair Village, a municipal corporation of the State of Oregon (Water Department).

Water

7.030 AUTHORITY OF THE CITY WATER DEPARTMENT.

- (1) The utility shall have power and authority to establish a Schedule of Water Service Charges, setting forth all rates, deposits, fees, penalties, and other charges for the use and consumption of water from the City's water system and to provide for payment of the same and may revise and amend the Schedule of Water Service Charges from time to time as necessary; after hearing in the manner provided by law. The Schedule Water Service Charges of the City shall be established by separate resolution without amending this ordinance. The water Service Charges in effect at the time this ordinance is adopted, shall continue in effect until changed. The utility shall have the authority to discontinue or disconnect any service where such charges are not duly paid within the time provided therefore, or when any of the rules or regulations of the City Water Department are disregarded or disobeyed, and to set forth penalties for delinquency in payments as necessary to insure prompt payment of water billings.
- (2) The Utility shall have the power and authority to enter into special agreements for water usage at special rates either greater or less than existing rates to water users within and outside the service area.
- (3) The Utility shall have the authority to enter into agreements to furnish water to customers outside the service areas at rates fixed by the agreements.

7.040 DESCRIPTION OF SERVICE.

- (1) SUPPLY. The Utility will exercise reasonable diligence and care to deliver a continuous and sufficient supply of water to the customer at a proper pressure, and avoid any shortage or interruption in delivery.
- (2) QUALITY. The Utility will exercise reasonable diligence to supply a safe and potable water at all times.

COPY

(3) CLASSES OF SERVICE. All services installed by the Utility will be classified as follows:

- A. Residential within city limits.
- B. Commercial within city limits.
- C. Contract service.
- D. Residential outside city limits.
- E. Residential or commercial high level outside city limits.
- F. Municipal or public use.
- G. Fire protection.

7.045 APPLICATION FOR SERVICE.

(1) APPLICATION. Each applicant for water service may be required to sign a form provided by the Utility, setting forth:

- A. The date of application.
- B. The location of premises to be served.
- C. The date on which applicant will be ready for service.
- D. Whether the premises have ever before been supplied by the Utility.
- E. The purpose for which the service is to be used.
- F. The size of service.
- G. The address to which the bills are to be mailed or delivered.

COPY

- H. Whether the applicant is an owner or tenant of, or agent for, the premises.
 - I. An agreement to abide by all rules, regulations and ordinances of the Utility, as now existing or as hereafter changed or amended.
 - J. Such other information as the Utility may reasonable request.
- (2) INDIVIDUAL LIABILITY FOR JOINT SERVICE. Two or more parties who join to make application for service shall be jointly and individually liable and shall be sent a single periodic bill.
 - (3) CHANGES IN CUSTOMER'S EQUIPMENT. Customers making any material change in the size, character or extent of the equipment or operation utilizing water service, or whose change in operations results in a large increase in the use of water, shall immediately give the utility written notice of the nature of the change and, if requested by the utility, amend their application.
 - (4) SPECIAL CONTRACTS. Contracts, other than applications, may be required prior to service where, in the opinion of the Utility, special circumstances warrant special consideration.
 - (5) NEW SERVICES. Upon payment of the connection fee, the Contractor shall install a service from the main to the point of delivery, including curb stop, meter and meter box, with lockable shut-off. It shall be the duty of the Utility to maintain said service line.

The customer, at his own expense, shall install the customer service line including a shut-off valve, back-flow devices, check valves where required, and pipe from the point of delivery as desired on his own premises, subject to the conditions of this Ordinance, and to Building, Plumbing and Sanitary Codes.

- (6) A separate service shall be required to each house or residence being individual and separate unto itself,

whether abutting a street, easement, alley or otherwise; and being not part of a motel, trailer court, apartment house, or other multiple occupancy installation.

(7) A separate service shall be required to each unit of separate ownership, and in no event shall one service serve properties under separate ownership.

(8) SERVICE TO MULTIPLE UNITS. Separate houses, buildings, living or business quarters on the same premises or on adjoining premises, under a single control or management, may be served at the option of the applicant by either of the following methods:

A. Through separate service connections to each or any unit if that pipeline system for each service is independent of the others and is not interconnected.

B. Through a single service connection to the entire premises on which only one minimum charge will be applied.

The Liability for payment of charges for all water furnished to combined units, supplied through a single service connection, of approved capacity, is that of the owner of the property.

(9) It shall be unlawful for anyone to cause or permit the extension of water service from one dwelling unit, building or parcel of land to another without authority from the Utility. When such connections or extensions are made without proper applications and permits, such premises may be charged at double rate for the time they are in use and service may be disconnected by the Utility. The cost of disconnections shall be established in the Schedule of Water Service Charges, and service shall not be restored to said premises until these charges have been paid in full.

- (10) SERVICE DEPOSIT. At the discretion of the Utility, the customer may be required to make a deposit as a guarantee of payment for service. This deposit will be kept in a separate account known as the "Customer Security" Account, and a record shall be kept of the name of the customer and the amount of the deposit. Refunds of deposits before termination of the service may be made at the discretion of the Utility. Deposits are automatically refunded or applied to the customer's account at the time service is terminated. In the event of discontinuation of service because of delinquent payment of water bills, the Utility may require that all delinquent bills be paid and the deposit restored before service is restored.

7.050 WATER MAIN EXTENSIONS. Water systems, including mains and all appurtenances, may be extended as provided by the ordinances and policies of the City of Adair Village.

- (1) It is also the policy of the City of Adair Village to accept for ownership and maintenance, as part of the Water Utility Distribution System, new water system extensions to serve existing unserved properties or new extensions to the system to serve new subdivisions, when such extensions are applied for, planned, constructed and paid for in accordance with the Procedure and Standards herein set forth, and as approved by the utility.

Water main extensions and water system extension applications are accepted upon approval of the utility. The Utility reserves the right to reject such applications or to enter into contract with the applicants. The Utility requires water main extensions to be eight inch diameter or larger to allow for installation of fire hydrants.

- (2) APPLICANT'S RESPONSIBILITY. It shall be the responsibility of the applicant to install and pay for an approved extension before it can be accepted by the Utility.

COPY

Where partial installation of lines and appurtenances is approved, the applicant shall post bond to cover completion of the extension.

When plans are not acceptable because of excessive street grades or other physical site problems, the construction of the extension may be approved by the utility provided the applicant posts a surety bond to cover the cost of water line relocation at a later date. The bond, in this case, will no longer be required at the time the County Road Department accepts the street or road for county maintenance.

(3) PROCEDURE.

- A. INITIAL DISCUSSION WITH THE UTILITY. When any person contemplates a water line extension or a subdivision of land within the service area, it is advisable that he discuss the matter of water service with a member of the utility, and secure a copy of this Ordinance and the Standard Specifications for construction before any Plans are drawn.
- B. APPLICATION FOR WATER SYSTEM EXTENSION. The applicant shall complete and execute an Application for Water System Extension at the City Water Department Office. Upon execution of the application and payment of the Plan Checking and Inspection Fee, the Utility will check Preliminary Maps, Final Maps and Detailed Construction Plans.
- C. PLAN CHECKING AND INSPECTION FEE. As part of the Application for Water System Extension, the applicant shall make payment to the Utility as per the rate schedule. When the Construction Permit is issued, and a more accurate Engineer's Estimate of the construction cost is available, the final amount of the Plan Checking and Inspection Fee will be determined.

- D. PRELIMINARY MAP. At the time a Preliminary Map for a new subdivision within the Utility Service Area is presented to the City or County Planning Commission for tentative approval, an application for a permit, including a copy of the Preliminary map showing proposed water mains, fire hydrants, service connections, easements, street grades, and other pertinent information shall be submitted to the utility for corrections, suggestions and tentative approval. The Preliminary Map shall also show proposed water line sizes and proposed points of connection to the existing system.
- E. FINAL MAP. Two prints or copies of the Final Map for a proposed subdivision shall be submitted to the utility for study, in order that necessary changes may be made before approval by the County or City Planning Commission. The Copies submitted to the Utility shall include the proposed plan of the water lines and all required easements, and shall be prepared by a Registered Professional Engineer.
- F. CONSTRUCTION PLANS. Anyone contemplating construction of any water mains, water line extensions or appurtenances within the Service Area shall submit to the Utility for approval, two sets of complete, detailed Construction Plans for all proposed work, prepared by a Registered Professional Engineer showing all water line and service connection locations, all fittings, valves, hydrants, pressure reducing stations (if necessary), air-relief assemblies, blow-off assemblies and other appurtenances.

A profile of all water lines within public right-of-ways shall be included, as well as details of all special conditions such as creek crossings, conduits, and special support or backfill requirements. Types and sizes of pipe shall be noted on the Plans, and typical cover requirements shall be noted where water lines are located in easements outside public rights-of-way.

COPY

In locating water lines, the Engineer shall consider the location of future sewer mains and service lines.

- G. CONSTRUCTION PERMIT. After final approval of the Detailed Construction Plans by the utility, the Plans shall be submitted to the State Health Division for approval. After approval of the Plans by the State Health Division, upon payment of any Plan Checking and Inspection Fee yet due, and upon furnishing all required surety bonds, the utility will issue to the Applicant a Construction Permit for Water System Extension, after which construction can begin.
- H. ENGINEER'S CERTIFICATION. Construction of all water lines and appurtenances shall be done under the supervision of a Registered Professional Engineer, who will certify in writing to the Utility and to the State Health Division that all work was inspected under his direct supervision and that all work was completed, sterilized and tested in accordance with the Plans and Standard Specifications.
- H. CONSTRUCTION INSPECTION BY THE UTILITY. The Utility shall have the right, but will in no way be obligated, to make its own inspection of the work from time to time as construction progresses. The applicant shall reimburse the Utility for the City inspection time at the standard hourly rate. Any errors, omissions, discrepancies, or deviations from the contract documents discovered during these inspections will be reported without delay to the Contractor and to the Engineer for immediate correction or compliance. Failure to correct the work to the satisfaction of the Utility may be grounds for rejection of the new system.

COPY

- J. SURETY BOND TO GUARANTEE MATERIALS AND WORKMANSHIP. Prior to the Utility's acceptance of the new water system extension for ownership and maintenance, the Applicant shall furnish the Utility a surety bond, satisfactory to the Utility, which will guarantee all materials and workmanship for a period of at least one year following the date of acceptance of the new water system extension by the Utility.
- K. WATER SYSTEM CONNECTIONS. Water system extensions in subdivisions shall include the installation of the Water Service Connection, including the service line (corporation stop, water service pipe and curb stop) and the meter box. The Applicant shall furnish the meter and tail piece and deliver same to the Utility.' When the customer applies for water service the Utility will allow the customer a credit of not to exceed \$50.00 toward payment of the Service Connection Fee as shown in the Utility's Water Services Charges.
- L. AS-BUILT PLANS. After construction of the Water System Extension has been completed, and as a condition to final acceptance by the utility, the Applicant shall submit two sets of "As-Built" Plans, together with one set of 'As-Built" Sepia Reproducibles and evidence of compliance with all requirements of the State Board of Health shall be submitted to the Utility. After formal acceptance by the utility, the new Water System Extension will be connected to the Utility water system and will henceforth become a part of the utility's water system.
- (4) CONNECTION TO THE UTILITY'S WATER SYSTEM. All connections to the utility's water system shall be made by the utility, and the cost of such connection will be paid by the Applicant. It shall be unlawful for anyone to operate any valve or make any such connection without authority from the Utility.

Water

COPY

7.060 STANDARD SPECIFICATIONS. The standard specifications for Construction of Water Lines and Appurtenances for the City of Adair Village Water Department, including the Standard Details, are hereby referred to and by reference made a part of this Ordinance, as fully and completely as if the same were fully set forth herein, and are mutually cooperative herewith.

7.070 SERVICE OUTSIDE CITY LIMITS.

- (1) DISCONTINUATION OF SERVICE. All water delivered outside the City limits shall be considered as a special service and not provided by the City as a common utility service. The quantity of water supplied by this service may be reduced or the service entirely discontinued at any time at the discretion of the Utility and for any reason.
- (2) GUARANTEE OF SUPPLY. Pressure and other conditions are to be at the risk of the customer without guarantee by the Utility, and the Utility shall have no liability in any way to customers for failure to provide service or for any failure of system.
- (3) APPLICATIONS AND RATES. The utility reserves the right to act on each applicant for outside-the-city service on its merits without regard to any other past or present application or service. If service is approved, the cost of service connections and meters will be listed in the Schedule of Water Service Charges. Water rates will be those in the applicable portion of the rate schedule.
- (4) RULES AND REGULATIONS.
 - A. All customers outside the City receiving water from the Utility shall comply with and be bound by the rules and regulations of the Utility.

- B. Individuals shall cooperate to a reasonable and practicable extent with other customers in the extension or enlargement of common facilities.

7.070 SERVICE CONNECTIONS AND METERS.

- (1) The Utility may furnish and install a service of such size and at such locations as the applicant requests; provided, such requests are reasonable. The service will be installed from its water distribution main to the curb line or property line of the premises which may abut on the street, on other thoroughfares, or on the utility right-of-way easement.

All meters shall be sealed by the utility at the time of installation, and no seal shall be altered or broken except by one of its authorized employees or agents.

- (2) CHANGE IN LOCATION OF METERS OR SERVICES. Meters or services moved for the convenience of the customer will be relocated only at the customer's expense.
- (3) CHANGE IN SIZE OF METER. If for any reason a change in size of a meter and service is required or requested by the customer, the installation will be accomplished on the basis of new construction.
- (4) OWNERSHIP. The service connection, whether located on public or private property, is the property of the Utility; and the Utility reserves the right to repair, replace and maintain it, as well as to remove it upon discontinuance of service.
- (5) CHARGES FOR SERVICE PIPES CONNECTED WITHOUT PERMIT. If premises are connected without the application prescribed in preceding sections, such premises shall be immediately disconnected. Before a new connection is made, the applicant shall pay double the rate for the estimated quantity of water consumed. A new connection shall only be made upon compliance with provisions of this ordinance.

COPY

- (6) Should the water service to any premises served by the utility be turned on or off by the user or any other person without authority from the City, the service may be discontinued at the main or the meter may be removed. The cost thereof shall be charged to the Customer as set forth in the Rate Schedule, and service shall not be restored until all charges are paid.
- (7) Whenever a water meter is found to be inoperative because of fraudulent causes, an amount equal to the average billing of three (3) preceding months shall be billed for to the customer for that month.
- (8) The Utility may, when feasible, make such changes in the location of a water service and meter as the property owner shall request, however, no service shall be placed on private property without specific action of the Utility and written consent from the Property Owner. The cost of moving such service shall be charged to the Property Owner. The Utility, at its own cost, may move a service and meter when deemed in its best interest, whether desired by the Property Owner or not.
- (9) If a meter is damaged by tampering or by hot water from the customer's line, the customer shall be required to pay the cost of repairing the meter and the estimated loss of revenue resulting from the damage.
- (10) ~~ABANDONED AND NONREVENUE-PRODUCING SERVICES.~~ Where a service connection to any premises has been abandoned or not used for a period of one year or longer, the Utility may remove such service connection. ~~New~~ service shall be placed only upon the owner's making an application and paying for a new connection in the regular manner.
- (10) ~~LEAKING OR UNUSED SERVICES.~~ Where there is a leak between the main and the meter, the Utility shall make all repairs free of charge. When a service pipe at the proper grade is damaged or destroyed by contractors or

others, or where service pipes are destroyed by electrolysis, the person, contractor or company responsible for such damage or destruction shall pay the Utility for the cost of repairing or replacing such pipes on the basis of the cost to the City in Labor and in Material, plus 15 percent for overhead expenses.

7.080 RATE SCHEDULE. The Schedule of Water Service Charges will be established and reviewed periodically by the City Council.

The rate for water service delivered through detector meters for fire protection service shall be the rates as determined from time to time by motion of the City Council, and are covered by a separate item in the Schedule of Water Service Charges.

7.083 BILLS AND PAYMENT.

(1) RENDERING OF BILLS.

- A. METER READINGS. Meters will be read at regular intervals for the preparation of monthly bills and as required for the preparation of opening, closing and special bills.

It may not always be possible to read meters on the same day of each period. Should a monthly billing period contain less than 27 or more than 33 days, a pro rata correction will be made.

- B. Bills for water service will be rendered monthly unless otherwise provided in the rate schedule.
- C. All opening and closing (final) bills will be rendered on the basis of a full month if service has been supplied for a period of more than 15 days. In the case of opening bills if the service has been supplied for 15 days or less, the gallonage consumed

Prorate everything

COPY

will be added to the consumption of succeeding month.
Closing bills for service 15 days or less will be pro-rated.

(2) PAYMENT OF BILLS.

- A. All bills are due and payable on the 15th day of the month. Payment may be made at the utility's office.
- B. When bills are delinquent, the Utility will follow the procedures as outlined in Section 7.085.

- (3) BILLINGS OF SEPARATE METERS NOT COMBINED. Each meter on customer's premises will be considered separately, and the readings of two or more meters will not be combined unless specifically provided for in the rate of schedule, or unless the utility's operating convenience requires the use of more than one meter or a battery of meters. The minimum monthly charge for such combined meters will be based on the diameter of the total combined discharge areas of the meters.

7.085 DELINQUENT ACCOUNTS.

- (1) A water account is delinquent if it is not paid on or before the 15th day following the date of billing of said account.
- (2) A delinquent notice will be mailed to each delinquent account and property owner 30 days after the original billing date; said notice will state that water service will be discontinued after the fifth day following the date of the delinquent notice. This notice will also specify the service charges imposed if a disconnect for nonpayment is performed.
- (3) On the turnoff date, the meter reader or other agent of the Utility will advise any occupant on the premises that water is to be disconnected unless all delinquent amounts are paid immediately. If full payment is not made, the agent of the City will immediately thereafter turn off the service. If no one responds to the

COPY

agent's knock, he will leave a notice on the door that water has been turned off until all delinquent accounts and current amounts, plus penalties, are paid in full and then proceed to turn off the service.

- (4) It shall be the duty of the property owner of each premises served to pay all rates and charges for water service imposed by this Ordinance which are not otherwise paid by the occupant of said premises. No duty shall be imposed upon the Utility to determine the true owner of such premises shall be assumed to be in lawful possession, with the right to contract with the Utility for water service, and such person in possession is deemed to be the agent of the owner for such purpose.
- (5) In all instances where water has been turned off because of a delinquent account, service charges will be collected if water service is to be restored as presented in the rate of schedule. These service charges will be paid in addition to all delinquent accounts, other current amounts, and any penalties owing before service is restored.
- (6) The City, in cases of extreme hardship, shall have the discretion of renewing service to a delinquent account upon acceptance of a valid plan for the payment of past-due amounts in installments.

7.087 NOTICES

- (1) NOTICES TO CUSTOMERS. Notices required to be given by the Utility to a customer will normally be given in writing, and may be either delivered or mailed to him personally or delivered or mailed to him at the address to which his service is rendered.
- (2) NOTICES FROM CUSTOMERS. Notice from the customer to the utility shall be given by him or his authorized representative orally or in writing at the City Recorder's office.

COPY

7.089 METER ERROR

(1) ADJUSTMENT OF BILLS FOR METER ERROR.

- A. NONREGISTERING METERS. The Utility may bill the customer for water consumed while the meter was not registering. The bill will be at the minimum monthly meter rate, or will be computed upon an estimate of consumption based either upon the customer's prior use during the same season of the year or upon a reasonable comparison with the use of other customers receiving the same class of service during the same period and under similar circumstances and conditions.
- B. ADJUSTMENTS ON ACCOUNT OF UNDERGROUND LEAKS. Where a leak exists underground between the meter and the building and the same is repaired within 10 days after the owner, agent or occupant of the premises has been notified of such leakage, the utility may allow an adjustment of 50 per cent of the estimated excess consumption.

7.090 DISCONTINUANCE OF SERVICE.

(1) NONPAYMENT OF BILLS. A customer's water service may be discontinued if the water bill is not paid in accordance with the procedures as listed in Section 7.083 of this Ordinance.

(2) UNSAFE APPARATUS.

- A. The utility may refuse to furnish water and may discontinue service to any premises where apparatus, appliances or equipment using water is dangerous, unsafe or is being used in violation of laws, ordinances or legal regulations.
- B. The Utility does not assume liability for inspection apparatus on the customer's property. The Utility does reserve the right of inspection, however, if there is reason to believe that unsafe or illegal apparatus is in use.

COPY

- (3) SERVICE DETRIMENTAL TO OTHERS. The Utility may refuse to furnish water and may discontinue service to any premises where excessive demands by one customer will result in inadequate service to others.
- (4) FRAUD AND ABUSE. The utility shall have the right to refuse or to discontinue water service to any premises to protect itself against fraud or abuse.
- (5) NONCOMPLIANCE. The Utility may, unless otherwise provided, discontinue water service to a customer for noncompliance with any of these regulations if the customer fails to comply with said regulations within five days after receiving written notice of the Utility's intention to discontinue service. If such noncompliance affects matters of health or safety or other conditions that warrant such action, the utility may discontinue water service immediately.
- (6) CUSTOMER REQUEST FOR SERVICE DISCONTINUANCE.
 - A. Any customer desiring discontinuance of water service must first give the utility and where applicable, the owner, written notice, which will terminate standard charges and rates on the service as of the date received and approved by the Utility. Thereafter, the utility shall turn off the water supply at the customer's valve. If such written notice is not given, the customer will be required to pay for the water service until the date the utility has learned that the customer has vacated the premises. The customer is responsible for any damages or injuries sustained through failure to properly exclude water from his premises.
 - B. TEMPORARY SERVICE DISCONTINUANCE. When requested by the customer, the Utility shall turn off the water at the meter to allow for repair or revision of the customer's system, and water will be turned on by the utility, providing the customer has installed a

COPY

shut-off valve and a check valve in his system, and the cost of this service shall be charged to the customer's account as established in the Rate Schedule.

- (7) RESTORATION, RECONNECTION CHARGE. The Utility shall charge as designated in Section 7.070 of this Ordinance for restoring water service which has been discontinued because of noncompliance with these rules.
- (8) PENALTY FOR TURNING ON WATER WITHOUT AUTHORITY. Should the water be turned on by any water consumer or other person without authority from the Utility, the water may then be shut off at the main or the meter removed. The charge from shutting water off at the main shall be the actual cost plus 15 per cent overhead. The charge for removing and replacing the meter shall be set forth in the Rate Schedule. All such charges shall be chargeable to the offending customer where the water is supplied, and water shall not again be furnished to such premises until said charges are paid.

7.100 FIRE PROTECTION SERVICE. Fire protection connections will be allowed inside and outside of buildings under the following conditions.

- (1) The Utility shall require a service meter of approved pattern to be furnished and maintained by the owner of any service system or combination hose and sprinkler system. The connection with the City main and the setting of the meter and the construction of a suitable meter chamber shall be made by the utility upon the payment of the charges prescribed in Section 7.080 of this code.
- (2) When the owner of a building desires, or when the building code calls for a certain size pipe to supply water to a wet or dry sprinkler system without hose connection, such pipe or pipes may be covered by an approved proportional meter or a detector check. The owner or agent of such building shall agree in writing that water supplied through this service will not be used for any purpose except for extinguishing a fire.

COPY

If at any time it is found that hose connections have been added to the system or that registration is recorded on the meter or detector check, the immediate installation of an approved meter, as mentioned in Section 7.070, or the removal of the service, may be required by the Utility. Such water registered shall be charged for at double the regular meter rates.

- (3) No charge shall be made for water used in the extinguishing of fires if the owner or agent reports such use to the utility in writing within 10 days of such usage.
- (4) Standby charges for automatic fire service are as set forth in the Rate Schedule. Automatic fire service charges are based on wet or dry sprinkling systems without hose or other connections. Combined systems will pay the regular service meter minimums and the regular meter rates.
- (5) WATER FOR FIRE STORAGE TANKS. Water may be obtained from a fire service for filling a tank connected with the fire service, but only if written permission is secured from the Utility in advance and an approved means of measurement is available. The rates for general use will apply.
- (6) Ownership of service connection and all equipment appurtenance thereto, excluding the meter, shall be the sole property of the utility, and no part of the cost thereof will be refunded to the applicant.
- (6) PRESSURE AND SUPPLY. The Utility assumes no responsibility for loss or damage because lack of water or pressure, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

COPY

7.110 TEMPORARY SERVICE

- (1) TIME LIMIT. Temporary service connections shall be disconnected and terminated within six months after installation unless an extension of time is granted in writing by the Utility.
- (2) CHARGE FOR WATER SERVED. Charges for water furnished through a temporary service connection shall be at the established rates for other customers.
- (3) INSTALLATION CHARGE AND DEPOSITS. The applicant for temporary service will be required:
 - A. To pay the Utility, in advance, the estimated cost of installing and removing all facilities necessary to furnish such service; or, at the utility's option, if service is supplied through a fire hydrant, the applicant will be charged in accordance with the rates as stated in the Rate Schedule.
 - B. To deposit an amount sufficient to cover bills for water during the entire period such temporary service may be used, or to establish credit approved by the Utility.
 - C. To deposit with the utility an amount equal to the value of any equipment loaned by the Utility to such applicant for use on temporary service. This deposit refundable under terms of Section 7.110(4) below.
- (4) RESPONSIBILITY FOR METERS AND INSTALLATION. The customer shall use all possible care to prevent damage to the meter or to any loaned facilities of the Utility which are involved in furnishing the temporary service from the time they are installed until they are removed; or until 48 hours' notice in writing has been given to the utility that the contractor or other person is through with the meter or meters and the installation. If the meter or other facilities are damaged, the cost of making repairs shall be paid by the customer.

7.120 POOLS AND TANKS. When an abnormally large quantity of water is desired for filling a swimming pool, log pond, or for other purposes, arrangements must be made with the Utility prior to taking such water.

Permission to take water in unusual quantities will be given only if it can be safely delivered throughout the utility's facilities and if other customers are not inconvenienced.

7.130 FIRE HYDRANTS.

- (1) **USE OF AND DAMAGE TO FIRE HYDRANTS.** No person or persons, other than those designated and authorized by the proper authority, or by the Utility, shall open any fire hydrant, attempt to draw water from it or in any manner damage or tamper with it. Any violation of this regulation will be prosecuted.
- (2) **MOVING OF FIRE HYDRANTS.** When a fire hydrant has been installed in the location specified by the proper authority, the Utility has fulfilled its obligation. If a property owner or other party desires a change in size, type or location of the hydrant, he shall bear all costs of such changes. Any change in the location of a fire hydrant must be approved by the Utility.
- (3) **Charge for installation and annual maintenance for rural hydrants.**
 - A. All rural fire hydrants will be installed for a flat charge per hydrant specified in the Rate Schedule, providing a city water main of sufficient size is located in the desired hydrant location. For other conditions, the charge will be the flat charge plus the cost of the necessary main extension to the desired location.
 - B. An annual maintenance charge per hydrant shall be made and pro-rated among the participating property owners. The annual maintenance charge is presented in the Rate Schedule.

COPY

C. In the event of nonpayment of the maintenance charge, the utility may refuse service from the fire hydrant.

7.140 A CUSTOMER'S RESPONSIBILITY FOR EQUIPMENT.

- (1) The customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water. The Utility shall not be responsible for any loss or damage caused by the improper installation of such water equipment, or the negligence, want of proper care or wrongful act of the customer or any of his tenants or agents in installing, maintaining, using, operating or interfering with such equipment. The Utility shall not be responsible for damage to property caused by spigots, faucets, valves and other equipment that are open when water is turned on at the meter, either when the water is turned on originally or when turned on after a temporary shutdown.
- (2) The customer shall install, own and maintain all piping, valves, fittings, pressure-reducer, if necessary, and equipment beyond the point of delivery. The customer's installation shall conform to the "Standard Details - Customer's Connection", and "Standard Details - Customer's Plumbing", included herewith, and with all Local, County and State Codes and Ordinances.
- (3) All meters, piping or other facilities furnished and installed by the Utility within or on the customer's premises shall be and remain the property of the Utility and may be removed by the Utility upon discontinuance of service. The customer shall provide space for and exercise proper care to protect the Utility's property on his premises; and in the event of loss or damage to the utility's property on his premises arising from neglect, carelessness, or misuse by the customer, the cost of necessary repairs or replacement will be billed to the customer.

COPY

- (4) The customer shall be required to install suitable protective and/or control devices whenever the Utility deems such an installation necessary to protect the Utility's property or that of its other customers. The Utility reserves the right to refuse service to any customer when delivery of water will adversely affect the service to others.

Customers may install special equipment necessary to meet individual requirements; provided it does not adversely affect service to other customers or to their property. The customer is advised to consider installing a Pressure Reducer on his service line in areas where the pressure is high, or where the pressure could become high if a low level area was placed in the high level area for a short time because of a break or malfunction in the main line.

7.150 CROSS CONNECTIONS.

- (1) HEALTH REGULATIONS.' Unprotected cross connections between the public water supply and any unapproved source of water are prohibited.
- (2) DEFINITION. A cross connection is defined as an interconnection between the Utility water supply and any unapproved water supply, or a connection between a water distribution pipe and any fixture installed in such manner that unsafe water, waste or sewage may be drawn into the utility water system. Cross connections may be divided into two classifications, as follows:
 - A. Connections in which pure and impure water are separated by gate valves, check valves, or both.
 - B. Connections which permit pollution to enter when the pressure in the Utility water system falls below atmospheric pressure, thus creating a vacuum. This process of water pollution is known as back siphonage.

COPY

- (3) USE OF PRIVATE WATER AND CITY WATER. Customers desiring to use both a Utility water supply and a supply of water other than that furnished by the Utility may obtain water at meter rates upon the following conditions and not otherwise. Under no circumstances shall a physical connection, direct or indirect, exist or be made in any manner, even temporarily, between the Utility water supply and that of a private water supply. Where such connection is found to exist, or where provision is made to connect the two systems by means of a spacer or otherwise, the utility water supply shall be shut off from the premises without notice. In case of such discontinuance, service shall not be re-established until satisfactory proof is furnished that the cross connection has been completely and permanently severed.

7.160 WATER WASTE. Where water is wastefully or negligently used on a customer's premises, seriously affecting the general service, the Utility may discontinue the service if such conditions are not corrected within five days after giving the customer written notice.

7.170 ACCESS TO PREMISES.

- (1) The Utility or its duly authorized agents shall at all reasonable times have the right to enter or leave the customer's premises for any purpose of inspection, repair, or enforcement of any of the provisions of this Ordinance.
- (2) Any inspection or recommendations made by the Utility or its agents on plumbing or appliances or use of water on the customer's premises, either as the result of a complaint or otherwise, will be made or offered without charge.

7.180 INSPECTION.

- (1) Inspection of piping and/or equipment for compliance with codes or regulations other than those of the utility is the responsibility of the appropriate governmental body having jurisdiction. Appropriate approvals and certificates must be obtained by the customer prior to connection to the utility's service lines.
- (2) The Utility shall have the right, but shall not be obligated to inspect the customer's piping or equipment before the service is supplied and at any future time as determined by the City Council, however nothing in this provision shall be construed as placing upon the Utility and responsibility for the inspection of, the condition of, or the maintenance of the customers' plumbing, piping, water-using devices or other equipment.
- (3) The Utility shall not be liable for any leaks, loss or damage to persons or property resulting from defects in the customer's installation or equipment or the delivery of water thereto. The liability of the utility for personal or property damage shall not extend beyond the point of delivery to the customer.
- (4) No customer or water user shall cause or suffer water from the system to run, drain, or flow from the property having water service onto any other property on into any street or way.

7.190 INTERRUPTIONS IN SERVICE.

- (1) The Utility shall not be liable for damage resulting from an interruption in service. Temporary shutdowns may be restored to by the Utility for improvements and repairs. Whenever possible, and as time permits, all customers affected will be notified prior to such

COPY

shutdowns. The Utility will not be liable for interruption, shortage or insufficiency of supply, or for any loss or damage occasioned thereby, if caused by accident, act of God, fire, strikes, riots, war or any other cause not within its control. Water pressures will vary because of difference in elevations and water demands.

- (2) Whenever necessary for the purpose of making repairs or improvements to its system, the utility shall have the right to temporarily suspend the delivery of water, and in such cases, will give reasonable notice if circumstance permit. Whenever an interruption of service can be foreseen, the Utility will attempt to schedule its activities with its customers needs. Any interruptions will be of as short a duration as practicable under safe operating conditions.
- (3) The Utility shall not be liable for interruption, shortage of supply, high or low pressure conditions, chemical or physical conditions, or any loss or damage occasioned thereby.

7.200 RESALE OF WATER. Except by special agreement with the Utility, no customer shall resell any of the water received by him from the Utility, nor shall water be delivered to premises other than those specified in his application for service.

7.210 WATER SHORTAGE. In the event a water shortage should occur, and it becomes necessary for water to be conserved, or water use restricted, the City Council, by resolution, may place such restrictions and promulgate such regulations in connection therewith as may be necessary until said water shortage is over.

7.220 PENALTY. Any person violating any of the provisions of this code shall, upon conviction thereof, be punished by a fine not exceeding \$500.00.

7.230 VALIDITY OF THIS ORDINANCE. If any clause, sentence, paragraph, section, article or portion of this code for any reason shall be adjudged invalid by a court or competent

COPY

jurisdiction, such judgment shall not affect, impair or invalidate the remainder of this code, but shall be confined in its operation to the clause, sentence, paragraph, section or portion of this code directly involved in the controversy in which judgment is rendered.