

ORDINANCE NO. 96 A

An ordinance setting forth rules and regulations  
for the Town of Vernon Water Department

BE IT RESOLVED BY THE COMMON TOWN COUNCIL OF VERNON THAT IT IS NECESSARY FOR THE COUNCIL TO CODIFY THE RULE AND REGULATIONS FOR ITS WATER DEPARTMENT IN ONE ORDINANCE.

BE IT RESOLVED, THEREFORE, as follows by a vote of 3 ays and 0 nays.

A. SERVICE CLASSIFICATION.

1. There shall be no distinction of this category.

B. SERVICE APPLICATION.

1. Any bona fide occupant of a single family dwelling, or to each residential unit in an auto court, duplex, or multiple dwelling building; or person holding property having reasonable accessibility to the source of and who is in need of having water supplied to his place of occupancy or property, may be a customer of this company applying for service and meeting the company requirements. Persons who receive approval by Town Council may be connected by signing such agreements as may be required by the Company, including easements. A connection fee of One Hundred Fifty Dollars (\$150.00) shall be paid at the time of connection and shall remain with the property when and if ownership changes.

2. Violation of any of these rules, by-laws or any other regulations of the company, shall permit the company to remove the meter(s) and discontinue services.

When the meter is thereafter reinstalled, the customer shall first pay the company a reinstallation charge of Fifty Dollars (\$50.00).

3. The individual in whose name the applications recorded shall be responsible for all bills incurred and with service rendered.

C. INITIAL OR MINIMUM CHARGES.

1. The flat minimum monthly rate, as set up in the water rate schedules, is payable irrespective of whether any water is used by the customer during the month.
2. The flat minimum monthly rate, as set up in the water rate schedule for the year to be payable irrespective of seasonal use, in which event the Company may be required to remove the meter. The Company when service is again restored, will make a Fifty Dollar (\$50.00) charge for such reinstallation.
3. The Tap Fee of Five Hundred Dollars (\$500.00) shall be made for each new meter installation where a 5, 8 by 3/4 inch meter is used. Each meter requires a separate meter reading sheet, and each meter reading sheet shall cover a separate and individual account.
4. Water furnished for a given lot or business shall be used on that lot only. Each customer service must be separately metered at a single delivery and metering point. All commercial use, including storerooms



and stalls for business purposes shall be metered separately from any residential use and vice-versa.

5. In addition to the collection of regular rates, the Company may collect from the customer a proportionate share of any privilege, sales, or use tax or impositions, based on gross revenue received by the Company.

D. COMPANY'S RESPONSIBILITY

1. The Company will install, maintain and operate a main distribution pipe line or lines from the source of water supply, and service lines from the main distribution line or lines to the property line of each customer of the Company at which points, designated as delivery points, meters to be purchased, installed, owned and maintained by the Company shall be placed. The cost of the service line or lines from the main distribution line or lines of the Company to the property line of each customer, not to exceed the current tap fee, shall be paid by the Company. The Company will also purchase and install a cut-off valve in each service line from its main distribution line or lines, such cut-off valve to be owned and maintained by the Company and to be installed on some portion of the service line owned by the Company. The Company shall have the sole and exclusive right to use such cut-off valve to turn it on and off.
2. Each customer shall be entitled to not to exceed one (1) service line from the Company's water system unless otherwise approved by the town council and provided that the customer shall be required to pay the prevalent tap fee for each service line. No new service line or change in an existing service line may be made which will interfere with an existing service line or the delivery of water therein. Each service line shall connect with the Company's water system, at the nearest available place to the place of desired use by the customer if the Company's water system shall be of sufficient capacity to permit the delivery of water through a service line at that place without interfering with the delivery of water through a prior service line. If the Company's water system shall be inadequate to permit the delivery of water through a service line installed at such place without interfering with the delivery of water through a prior service line, then such service line shall be installed at such place as may be designated by the Company. Each customer will be required to dig or have dug a ditch, to purchase and install, and to maintain such portion of the service

line or lines from the property line of the customer to his own dwelling or other place of use on his premises at his own expense, provided that the Company may, if the town council so elects, purchase the pipe for, and install such portion of such service line or lines, the cost of which will, however, be paid by the individual customer.

E. COMPANY'S LIABILITY.

1. The Company does not assume the responsibility of inspecting the customer's piping or apparatus and will not be responsible therefor.
2. The Company reserves the right to refuse service unless the customer's lines or piping are installed in such manner as to prevent cross-connection or back-flow.
3. The Company shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the customer's premises, unless such damage results directly from negligence on the part of the Company. The Company shall not be responsible for any damage done by or resulting from any defects in piping, fixtures, or appliances on the member's premises. The Company shall not be responsible for negligence of the third persons, or forces beyond the control of the Company resulting in any interruption of service.
4. Under normal conditions, the customer will be notified of any anticipated interruptions of service.

F. CUSTOMER'S RESPONSIBILITY

1. Piping on the premises of the customer must be so installed that the connections are conveniently located with respect to Company lines and mains.
2. If the Company is called upon to provide additional meters each place of metering will be considered as a separate and individual account.
3. The member shall provide a place of metering, which is unobstructed and accessible at all times.
4. The customer shall furnish and maintain a private cut-off valve on the customer's side of the meter. The Company to provide a valve on the Company's side of such meter.
5. The customer's piping and apparatus shall be installed and maintained by the customer at the customer's expense in a safe and efficient manner and in accordance with the Company rules and regulations and in full compliance with sanitary regulations of the State Board of Health.



6. The customer shall guarantee proper protection for the Company's property placed on the customer's premises and shall permit access to it only by authorized representatives of the Company.
7. In the event that any loss or damage to the property of the Company or any accident or injury to persons is caused or results from the negligence or wrongful act of the customer, his agent or employees, the cost of the necessary repairs or replacements shall be paid by the customer to the Company and any liability otherwise resulting shall be assumed by the customer.
8. The amount of such loss or damage or the cost or repairs shall be added to the customer's bill and if not paid, service may be discontinued by the Company.
9. Water furnished by the Company shall be used for domestic consumption by the customer, members of his household and employees only. The customer shall not sell water to any other person or permit any other person to use said water. Water shall not be used for irrigation, fire protection, nor other purposes, except that when water is available in sufficient quantity, without interfering with the regular domestic consumption, then the water may be used for any other purposes. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

G. EXTENSIONS TO MAINS AND SERVICE

1. The company will supply service for temporary purposes, provided that the Company has water available in excess of the Company's regular needs, and provided the Company has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance to the Company the Company's estimate of cost of labor and materials, less salvage value on removal, for installing and cost of removal of such service.
2. The Company will construct extensions to its water lines to points within its area but the Company shall not be required to make such installations until the customer pays to the contractor the entire cost of the installation. Water shall not be turned on until contractor is paid in full.
3. All line extensions shall be evidenced by contract signed by the Company and the person advancing funds for said extension, but each contract shall be null and void unless approved by the Farmers Home Administration and other governing bodies.

H. ACCESS TO PREMISES

1. Duly authorized agents of the Company shall have access at all reasonable hours, to the premises of the customer for the purpose of installing or removing Company property, inspecting piping, reading or testing meters or for any other purpose in connection with the Company's service and facilities.
2. Each customer shall grant or convey, or shall cause to be granted or conveyed to the Company a permanent easement and right of way across any property owned or controlled by the customer wherever said permanent easement and right of way is necessary for the Company water facilities and lines so as to be able to furnish service to the customer.

I. CHANGE OF OCCUPANCY.

1. Not less than one week's notice must be given in person or in writing to the Company to discontinue service or to change occupancy.

J. METER READING - BILLING - COLLECTING.

1. Meters will be read by the company and bills rendered monthly, but the Company reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.
2. Bills for water will be figured in accordance with the Company's published rate schedule and will be based on the amount consumed for the period covered by the meter readings, except where a member orders turn-on, the minimum bill to such member for such period shall be equal to the minimum charge for one full month's service.
3. Charge for service commences when meter is installed and connection made, whether used or not.
4. Reading from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different customers, or for the same or different services.
5. Bills are due when rendered, delinquent after seventeen (17) days after the regular monthly billing date, and if payment is not made within twenty-five (25) days after due date, service will be discontinued by the Company.
6. Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the customer from payment.



K. SUSPENSION OF SERVICE.

1. Service discontinued for non-payment of bills will be restored only after bills are paid in full, and a service charge of Fifty Dollars (\$50.00) is paid for each meter reconnected.
2. The Company reserve the right to discontinue its service without notice for the following additional reasons:
  - a. To prevent fraud or abuse.
  - b. Consumer wilful disregard of the Company's rules.
  - c. Emergency repairs.
  - d. Insufficiency of supply due to circumstances beyond the Company's control.
  - e. Legal process.
  - f. Direction of public authorities.
  - g. Strike, riot, fire, flood, accident or any unavoidable cause.
3. The Company may in addition to prosecution by law, permanently refuse service to any member who tampers with a meter or other measuring device.

L. COMPLAINTS - ADJUSTMENTS.

1. If the customer believes his bill to be in error, he shall present his claim, in person or in writing, to the Board of Directors before the bill becomes delinquent. Such claim if made after the bill has become delinquent shall not be effective in preventing discontinuance of service, as heretofore provided. The customer may pay such bill under protest and said payment shall not prejudice his claim.
2. Meters will be tested at the request of the customer upon payment to the Company of the actual cost to the Company of making the test provided.
3. If the seal of a meter is broken by other than the Company's representative or if the meter fails to register correctly or is stopped for any cause, the customer shall pay an amount estimated from the record of his previous bills and/or from other proper data.

M. ABRIDGEMENT OR MODIFICATION OF RULES.

1. No promise, agreement or representation of any employee of the Company shall be binding upon the Company except as it shall have been agreed upon in writing, signed and accepted by the acknowledged offices of the Company.
2. No modification of rates or any of the rules and regulations shall be made by any agent of the Company.



3. The word "Company" used herein applies to Vernon Water Company, Inc.  
The word "customer" used herein applies to the customers of said  
Company.

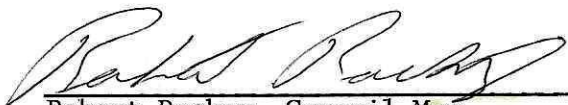
The foregoing rules and regulations were duly adopted by the Town Council  
for Vernon Water Department on the 26th day of September, 1991.  
All ordinances and parts of ordinances in conflict herewith are repealed.



Bob Shaw, Mayor



M. Jean Rockey, Clerk Treasurer



Robert Rockey, Council Man



Ollie Hazelwood, Council Man



Debra Marsh, Council Woman