

CITY OF SUMPTER

An ordinance prescribing rules and regulations for the conduct and operation of the water system for the City of Sumpter, regulating and governing the use of water from said system. Providing penalties for violation of this ordinance. Repealing ordinance 2020-3 and all other ordinances or parts of ordinances in conflict therewith.

ORDINANCE NO. 2021-3

THE CITY OF SUMPTER ORDAINS AS FOLLOWS:

SECTION I - RULES AND REGULATIONS - DEFINITION OF TERMS.

Article I - Rules and Regulations. This Ordinance shall be known as the "Rules and Regulations" for the operation of the Water Department for the City of Sumpter, Oregon and may be so cited and pleaded. The Water Department and all customers receiving services therefrom, inside or outside the City limits, are bound by these rules and regulations.

Article II -Definition of General Terms. As used in this Ordinance, the following words and/or phrases shall mean:

APPLICANT. Whenever the word "applicant" is used, it shall mean the person or persons, firm or corporation making application for water service from the City of Sumpter.

CITY. Whenever the word "City" is used, it shall mean the legally constituted municipal government of the City of Sumpter, Oregon.

CITY COUNCIL. The words "City Council" shall mean the legally elected group of members composing the City Council, including the Mayor of the City of Sumpter, Oregon.

CUSTOMER OR USER. The words "customer or user" shall mean an applicant who has been accepted under the terms of these regulations and who receives water services from the City of Sumpter, Oregon.

PERSON. The word "person" shall mean and include a natural person, individuals, corporations, associations, firms, partnerships, and joint stock companies.

PERSON IN CHARGE OF PROPERTY. An agent, occupant, lessee, renter, contract purchaser, or other person having possession or control of property.

PERSON RESPONSIBLE. The person responsible for a water service or for the payment of rates relative to a specific water service location includes the owner or an agent thereof and the person in charge of property as defined in this Ordinance.

PUBLIC WORKS EMPLOYEE. The words "Public Works Employee" shall mean the person appointed by the City Council to manage the affairs of the water department and the City water system.

WATER DEPARTMENT. The words "water department" shall mean the entire water department of the City of Sumpter, Oregon.

WATER SYSTEM. The words "water system" shall mean the entire water system owned and operated by the City of Sumpter, Oregon.

Article III- Service Area - Hookup Required. The area served by the Water Department shall be all that area included within the incorporated limits of the City of Sumpter and such other contiguous and neighboring territory as the City Council shall deem necessary to serve. All dwellings and other structures requiring a water supply located within the incorporated limits of the City are required to connect to the City Water System prior to occupancy or use.

SECTION 2 – SERVICE.

Article I - Description of Service. The water department will exercise reasonable diligence and care to deliver a continuous and sufficient supply of water to the customer at a reasonable pressure. Whenever practicable, users will be notified in advance of any planned interruption of service or shutdown of mains for repair or alterations. The City assumes no responsibility for providing uninterrupted water service and will not be liable for damages resulting from such interruptions.

- A. *OWNERSHIP OF SYSTEM.* All water mains, valves, fittings, hydrants, and other appurtenances, except for "customer service lines", as defined in Section 8, Article I, shall be the property of the Water Department.
- B. *CLASSES OF SERVICE.* The classes of service shall be Residential, Commercial, Standby Fire, and Contract as follows, both inside and outside of the City limits.
 - 1. Residential services shall consist of all services for domestic purposes, single family dwellings, homes, multi-family dwellings and municipal purposes.
 - 2. Commercial services shall consist of those services where water is used for commercial purposes, such as but not limited to, businesses, commercial recreation facilities, Air B&B's, and traveler accommodations.
 - 3. Standby Fire service shall consist of those services where water is available for or used for fire protection only.
 - 4. Contract services shall consist of those services for industrial or independent water district purposes under contracts authorized by the City Council. When the applicant's requirements for water are unusual or large, such as an independent water district, school, hospital, motel or recreation vehicle park, or necessitate considerable special or reserve equipment or capacity, the Water Department by authorization of the City Council reserves the right to require and make a special contract for water service. The provisions of which are different from and have exceptions to the regularly established water rates, rules, and regulations. Such special contracts shall be in writing, researched by the City attorney, approved by the City Council, and signed by the Mayor and City Recorder of the City of Sumpter. The applicant shall be liable for any Attorney fees required for such contracts.
- C. *RESALE OF WATER.* Resale of water shall only be permitted under Special Contract, in writing, between the City Council, and the persons, parties or corporations selling the water.

Article II - Service During Emergency Shortage. In the case of shortages of water supply, the City Council, may issue emergency and temporary rules to conserve water and ensure an adequate supply of water remains available for basic life functions.

SECTION 3 – APPLICATIONS.

Article I – Application for Service. Each applicant for water service shall sign an application form provided by the City.

A. *Application Requirements.* The application form shall provide the following information:

1. Date of application.
2. Physical address and location of premises to be served.
3. Date services to premises are to begin.
4. The Class of Service desired.
5. A statement as to whether the applicant is the owner, lessee, or renter.
6. If applicant is a lessee or renter, owners name and contact information is required.
7. The mailing address of the applicant.
8. Driver's license number of the applicant.
9. Phone number of the applicant.
10. Any other information the city may so require.

B. *Abide by Rules.* In submitting an application for water service, the applicant will swear under penalties of perjury to agree to abide by the rules and regulations of the City of Sumpter.

C. *No Contractual Obligation.* The application is merely a written request for service and does not bind the City to provide such service.

D. *Deposit and Establishment of Credit.* At the time application for service is made, the applicant shall establish their credit with the City.

1. If the applicant makes a cash deposit with the City to secure payment of bills for service, the deposit shall be a sum established by the City Council and set by resolution.
2. Should the applicant have a previous history of delinquency in payment of their water bills, as determined by the City, and be requesting a new account, the minimum deposit shall be determined on the basis of previous delinquent amounts, or one hundred fifty dollars, whichever is greater.
3. At the time of application, a deposit shall be made to the City and a receipt will be given for same. The deposit is not to be considered as a payment on account. In the event service is discontinued, the deposit will be applied to the closing bill and any amount more than the closing bill will be refunded. Following twelve consecutive non-delinquent payments for water service the deposit will be applied to the applicants billing as "credit". The City will not pay any interest on any deposit.
4. If an account becomes delinquent and it is deemed necessary to disconnect the service, the deposit shall be applied to the unpaid balance due. Water service shall not be restored to the premise or the same customer at a different premise until all outstanding bills due the City have been paid.
5. An application for a new service, restoration of service shall be invalid after a period of one hundred eighty days from the date of approval by the City Council, or within thirty days of the completion of the meter installation whichever period is shorter unless the on-premises service connection is completed, and the service is activated by the applicant. If such application is rendered invalid on this basis, the connection fee shall be non-refundable, and a new application and fee will be required if service is still desired by the applicant. Refund of a connection fee shall only be refundable if requested within thirty days of application and prior to the installation of the main line extension and/or meter.

6. After application and approval by the City Council for the installation of a new water service connection, payment shall be paid in full to the City according to the most recent water rate resolution before construction can begin on the new service line by the Water Department.

Article II - Application Amendments. Customers desiring a material change in the size, length, character or extent of equipment or operation which would result in a material change in the amount of water used, shall give the City written notice of such changes at least thirty days prior to the change, and the application for service shall be amended. Customers desiring a change in the size, location or number of services shall also file an amended application with the City as provided for herein.

SECTION 4 - MAIN EXTENSIONS.

Article I - Within the City Limits. Water main extensions to areas within the City limits, not presently served with water, shall be installed under procedures to be established by the City Council. Sub-dividers for newly partitioned properties and developers of newly developing properties shall assume all costs of main extensions, including engineering costs, with the approval of the City Council.

Article II - Outside the City Limits. Water mains outside the City limits shall only be extended after approval of the City Council and at the expense of the customer(s) to be served, this shall include all engineering costs associated therewith. The main extensions shall become the property of the City at the time installed, however, the maintenance responsibilities and costs thereof shall be borne by the customer(s) until such time as the property(s) being served are annexed to the City. The City Council shall determine the size of the main extensions and all extensions shall be of a suitable material approved by the City Council. Extensions outside the City limits shall be installed by a contractor approved by the City Council. The installation procedures and materials shall be in accordance with City and State of Oregon standards and approved thereof.

Article III - Location of Extensions. The City of Sumpter will make or shall only permit water main extensions on public right-of-ways, public easements, or publicly owned properties. Easements or permits secured for main extensions shall be obtained in the name of the City of Sumpter along with all rights and title to the main at the time service is provided to the customer(s) paying for the extension.

SECTION 5 - WATER SERVICES

Article I – Connections to the Public Water Service System. All connections made to the City's water services system shall be in accordance with this Ordinance and any design standards adopted by relevant City Departments.

- A. *Consent.* Connections to active distribution mains for the purpose of extending such lines or providing water service shall be made only by the City or private parties with the written consent of the City.
- B. *Unlawful Acts.* It shall be unlawful for any person to attach or detach from any water main or connection through which water is supplied by the City from its water service system, or to interfere in any manner or tamper with such pipes or connections, without having first obtained written permission from the City.
- C. *Payment of Fees.* No connections shall be made to the City's water service system until all applicable connection fees, system development charges, meter installation fees, or other applicable fees, are paid in full.

Article II – Service Connections. The City owns the water meter and its connection to the water main.

- A. *Meter Required.* Every connection to the water main shall be metered. Multiple buildings on the same parcel may be served through a master meter if under common ownership.
1. Installation of water meters shall be performed only by authorized employees or representatives. During the initial construction phase of the water line, it shall be the responsibility of the property owner to arrange for, and pay a City approved licensed contractor to install suitable facilities from property line to point of City water connection. All meters shall be sealed by the City at the time of installation, and no seal shall be altered or broken except by one of the authorized employees or representatives.
 2. Approved contractor shall use appropriate backfill material approved by the City.
 3. Meters shall normally be placed at the curb, right-of-way, or property lines; the meter will be installed wherever the applicant desires within reason, but the location must be approved by the City. The meters will not be located in driveways or other locations where damage to the meter or its related parts, including the housing, may occur or is likely to occur.
 4. The service connection to a parcel of land shall not be used to supply an adjoining parcel of a different owner, or to supply a separate parcel of the same owner for which proper application for service has not been made. When property provided with a service is subdivided, the service connection shall be considered as supplying the parcel of land which it directly enters.
 5. The use of hoses and other non-permanent delivery systems to convey water for the purpose of providing water service to adjacent parcels is strictly prohibited.
 6. Water use by multi-residence, occupying the same residence structure but served by separate water lines shall each constitute a separate water service and will be so charged. Water use by one or more businesses occupying the same business structure but served by separate water service lines shall each constitute separate services.
 7. Separate individuals, families, companies, firms, corporations, or other business entities occupying separate residence or business structures served by one service line shall each constitute a separate water service. Except for Medical Hardship after thirty days.
 8. Two separate occupant households existing on the same property shall be serviced by separate service lines and shall each constitute a separate water service.
 9. Except as otherwise provided in this Ordinance, each water service customer shall pay the basic rate and meter rate set forth by the City Council.
- B. *Size.* The City shall ensure that the service lateral and water meter serving the premise is of adequate size to supply the estimated use by the premise. The size of the meter serving a premise may be changed at the request of the user if the City concurs that the requested size is appropriate. The user shall pay the estimated cost of making the change. Meter size will not be changed for any premise more frequently than once per year.

- C. *Failure to Comply.* Failure to comply with the provisions of this section may result in the immediate discontinuance of water service.

SECTION 6 - PLUMBING

Article I - Customer's Plumbing. The user's plumbing, which shall include the user's service line and all plumbing, piping, fixtures and other appurtenance carrying or intended to carry water from the meter to the dwelling or other structure, shall comply with the plumbing code of the State of Oregon.

- A. *Kept in Repair.* It shall be the responsibility of the user to keep piping and fixtures in good repair to prevent damage to premises and waste of water.
- B. *No Liability.* The City shall not be responsible or liable for damage to property resulting from turning on or continuing water system service to premises having defective plumbing.

SECTION 7 - STANDBY FIRE PROTECTION SERVICE CONNECTIONS

Article I - Standby Fire Protection. Standby fire protection service connections of two-inch size and larger will be installed only if adequate provisions are made to prevent the use of water from such services for purposes other than fire extinguishing. Sealed fire sprinkler systems with water operated alarms shall be considered as having such provisions. The City may require that a suitable detector check may be installed in the standby fire protection service connections, to which hose lines or hydrants are connected. All piping on the customer's premises shall be installed in accordance with the plumbing code of the State of Oregon and as required by the State Fire Marshal.

- A. *Charges for Service.* Charges for standby fire protection service is as set forth by the City Council. The customer shall pay the full cost of the standby fire protection service connection, any required detector check meters, and any required special water meter installed for the service to the standby connection.
- B. *Violations of Regulations.* If water is used from a standby pipe connection service in violation of these regulations, an estimate of the amount used will be computed by the City staff subject to City Council approval. The customer shall pay for the water used at the regular rates, including the minimum charge based on the size of the service connection or class of service and subsequent bills rendered based on regular applicable water rates.

Article II - Fire Service Connections Other than Standby. A service having fire protection facilities on the premises and water for other purposes flowing through the same service connection shall be considered as an ordinary service and metered as such. All water used through that service, regardless of its use will be charged at the regular applicable rate.

Article III - Temporary Service Connections. For water service of a temporary nature, applicants shall be required to pay in advance the estimated costs of installation and removal of metering equipment and materials, plus a reasonable depreciation charge for the use of equipment and material used by the City.

- A. **TIME LIMIT:** Temporary service connections shall be disconnected and terminated within six months after installation unless an extension of time is approved by the City.
- B. **CHARGES FOR SERVICE:** Charges for water furnished through a temporary service connection shall be at the current city rate for the proper use class.

- C. **INSTALLATION CHARGES AND DEPOSITS:** An application for temporary service will be required. The applicant must pay the City, in advance, the estimated cost of installing and removing all facilities necessary to furnish such service, and deposit with the City an amount equal to the value of any equipment loaned by the City to such applicant.
- D. **RESPONSIBILITY FOR METERS AND INSTALLATIONS:** The customer shall use all possible care to prevent damage to the meter or to any equipment loaned by the City. If the meter or other facilities are damaged, the cost of making repairs shall be the responsibility of the customer. If the loaned materials are returned in satisfactory condition and all bills are paid, the full amount of the equipment deposit will be returned to the temporary customer at the termination of the service.

SECTION 8-NOTICES

Article I - Types of Notice. Notices from the City to customers will be given in writing and delivered to the last known address. Where conditions warrant and, particularly in emergencies, the City may notify either by telephone or by City employee. In the case of renters or lessees, notice will also be given to the property owner as indicated on the application for service. Notices from customers to the City may be given by the customer or an authorized agent thereof, orally or in writing, at City Hall.

Article II – Discontinuance of Service. Any customer about to vacate any premises supplied with water service by the City, including renters and lessees, shall give the City notice of intentions at least five days prior specifying the date service or occupancy of the premises is to be discontinued.

SECTION 9 - BILLING AND PAYMENT

Article I – Meters. When applicable meters will be read, and customers billed, based on the meter readings. The City will keep an accurate account on its books of all readings of meters and such accounts kept shall be offered at all times of the use of water service by the customer.

Article II - Rendering of Bills. Except as provided for otherwise in this Ordinance, when applicable, all meters shall be read and bills rendered monthly. Opening or closing bills, or bills that for any reason covering a period 10 percent more days or 10 percent less days than in the normal billing period of 30 days shall be pro-rated. All meters supplying a customer's premises shall be billed separately.

Article III - Disputed Accounts. When a customer disputes the correctness of a bill, a deposit in the amount of the disputed bill, at the time the complaint is lodged, to preclude discontinuance of service pending final settlement of the bill or bills. Subsequent bills shall be paid or placed on deposit in a similar manner. Failure of the customer to make such deposit(s) shall warrant discontinuance of service as provided under this Ordinance.

Article IV - Reading of Meters. When applicable, if it shall be impossible or impractical to read a meter on the regular reading date or on a regular monthly basis, the City Council shall specify, by resolution, which month meters are to be read, and water consumption shall be pro-rated based on thirty days per month and the total water consumption for the billing purposes for those months shall be estimated.

Article V - Owner of Record and Payment of Bills. The property owner of record as shown by the records of the Baker County Assessor, as well as the renter or lessee of the same, shall be responsible for the payment of all water charges and fees prescribed in this Ordinance. All water billings shall be mailed to the given mailing address where water service is furnished unless the property owner, renter, or lessee states otherwise. Each bill rendered shall contain the final date on which payment is due. When the bill is not paid by that date, the account shall be considered delinquent.

SECTION 10 - DELINQUENT ACCOUNTS

Article I – Notice.

- A. *Delinquent Notice.* An account shall be declared delinquent after the 25th day of the month. A reminder of account delinquency may be sent to each delinquent account. If the property is rented or leased, a copy of the delinquent account shall be sent to legal property owner as so listed in City records.
- B. *Shut Off of Services Notice.* Ten business days after an account becomes delinquent, a shut-off notice will be delivered to the delinquent residence, giving notice that the utility services will be disconnected for nonpayment on a given date, unless the delinquent account is paid in full, or payments pursuant to an agreement for payment approved by the City.
- C. *Service Turn Off.* On the turn-off date, the City Maintenance personnel shall deliver a written notice to the premises stating the water service is being disconnected until all delinquent amounts have been paid. A delivery of the notice to the premises of the delinquent account meter shall be considered a delivery of the notice to the customer. The owner of the property shall be notified also.

Article II - Restoration of Service, Service Charge and Deposit. In all instances where water service has been turned off due to nonpayment on delinquent accounts, full payment of the delinquent amount must be paid prior to restoration of service. The rates for restoration of service will be established by resolution. This charge must be paid in full along with the delinquent amount before restoration of service. The City may also require a new deposit in the amount provided for in Section 3, Article I of this Ordinance.

SECTION 11 - COLLECTION OF BILLS, DELINQUENT AND PENALTY FEES'

Article I - Collection of Bills. The City may enforce the collection of rates and charges for the use of water and water facilities by any means that may be provided by the laws of the State of Oregon or permitted by charter and Ordinances of the City. All water service charges shall be a lien against the premises served from and after the date of delinquency and entry in the City lien docket. The lien docket shall be accessible for inspection by anyone interested in ascertaining the amount of charges against the property. When a bill for water service remains unpaid sixty days after it is delinquent, the lien created thereby may be foreclosed in the manner provided for by ORS 223.610, or in any other manner provided by State Law or City Ordinance.

Article II - Delinquent Fees. Should an account become more than thirty days delinquent there shall be added a delinquent fee. This fee will be established by Resolution.

Article III - Installment Payments of Delinquent Accounts. In cases of extreme hardship, the City Council shall have the discretion of renewing service to a delinquent account upon receipt of a satisfactory installment plan for the payment of the overdue amount. Such installment period shall not exceed the period the account was delinquent and future charges shall be kept current during the installment period. Failure of a customer to meet the conditions of the installment plan shall constitute grounds for immediate disconnection of services.

Article IV - Refusal of Service. The City may refuse water service to any property upon which a lien has been attached until the amount owing on the lien has been paid to the City along with the service charges for restoration of services. The City may also refuse service to a customer with an outstanding delinquent balance until such balance and all required deposits are paid in full.

SECTION 12 - METER ERROR

Article I - Meter Test. Meter test will be conducted in accordance with standards of practice established by the American Water Works Association.

- A. *Customer Request.* A customer may, upon giving ten-day notice, request the City to test the meter servicing customer premises. Customers may at their option, witness any meter test which they request during normal working hours. If a customer requests the City have a meter tested by an independent testing facility and the meter meets the accuracy standard of this Section, the customer will be responsible for paying for the testing. If, however the meter does not meet the accuracy standard of this Section, the City will be responsible for paying for the testing.
- B. *City Request.* If, upon comparison of past water usage, it appears that a meter is not registering properly, the City may at their option, test a meter and adjust the charges accordingly.

Article II – Adjustment. Should a meter be found to be out of the allowable tolerance for error, or found to be non-registering, the bill will be completed 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 customer's receiving the same class of service during the same season and under similar circumstances and conditions. Comparison factors that may be taken into account include, but are not limited to, the number of plumbing facilities, number of household water using appliances, number of household members, potential non-household uses such as lawn area, garden, etc.

SECTION 13 - DISCONTINUANCE OF SERVICE

Article I - On Customers Request. Each customer about to vacate any premises that is supplied with water service by the City shall give the City at least five days' notice of intent, there by specifying the date service is to discontinue, otherwise said customer will be responsible for all water supplied to such premises until the City shall receive notice of such removal. At the time specified by the customer that expects to vacate the premises where service is supplied or the customer desires to be discontinued, the meter will be read, and a bill rendered which is payable immediately. If the date the premises are vacated is less than a full monthly billing, then the final billing shall be pro-rated for days of use of City water service.

Article II - Nonpayment of Bills. A customer's water service may be discontinued if the water bills are not paid in accordance with this Ordinance.

Article III - Improper Customer Facilities.

- A. *Unsafe Facilities.* The City may refuse to furnish water and may discontinue service to any premises without prior notice where plumbing facilities, appliances or equipment using water are dangerous, unsafe or are not in conformity with the plumbing code of the State of Oregon.

- B. *Cross Connections.* A cross connection is defined as any physical or potential connection between the City's water system and another source. The Oregon State Health Division, the U.S. Environmental Protection Agency, and the U. S. Public Health Service prohibit cross connections. The City nor the Water Department will permit any cross connections and will discontinue service to any persons or premises where a cross connection exists. Service will not be restored until the cross connection is eliminated.
- C. *Separate Systems.* Customers using water from one or more sources, in addition to receiving water from the City on the same premises, shall maintain separate systems for each, and the City's water supply facilities shall be separated from any and all other systems by an air gap of not less than one foot, or if in the ground, by not less than five feet.
- D. *Water Waste.* Where water is wastefully or negligently used on a customer's premises, seriously affecting the general service, the City may discontinue service if such conditions are not corrected after given notice to the premises by the City.

Article IV - Service Detrimental to Others.

- A. *Excessive Demands.* The City may refuse to furnish water, may discontinue service, or may otherwise regulate service to any premises where excessive demands by a customer may result in inadequate service to others.
- B. *Fraud or Abuse.* The City will refuse or discontinue service to any premises where it is deemed necessary to protect the City from fraud or abuse. Discontinuance of service, from one or both causes, will be made immediately upon knowledge by the City that the condition or conditions exist.
- C. *Unauthorized Turn-On.* Where water service has been discontinued for any reason and the water is turned on by the customer or other unauthorized person, the water may then be shut off at the main or the meter removed. The charges for shutting off the water at the main or removing the meter shall be computed at actual cost to the City plus fifteen percent, but not less than fifty dollars. These charges shall be billed to the offending customer and water shall not be furnished to the premises or customer until such charges are paid and the City has reasonable assurance that the violation will not reoccur.
- D. *Noncompliance with Ordinance and Regulations.* The City may, upon twenty-four hours' notice, discontinue service to a customer's premises for failure to comply with any of the provisions of this Ordinance, except for imminent health conditions, as deemed by the Public Works Employee or by the City Council. At that time disconnection will be immediate.

SECTION 14 - RESTORATION OF SERVICE

Article I – Policy. Restoration of service after discontinuance for nonpayment of bills shall only be made after payment of current and past due charges, plus a service restoration charge, established by resolution, and posting a deposit as required by this Ordinance. Restoration of service after discontinuance of service for unsafe facilities, water waste, fraud, abuse or for noncompliance with any of the provisions of this Ordinance, or any other related policies of the City, will only be made after the irregularity has been corrected and the City has been assured that the irregularity will not reoccur. The restoration charge, established by resolution, plus any other charges due or past due that the City may have incurred to correct the irregularity shall be paid before restoration of service.

Article II - Unusual Demands. When an abnormally large quantity of water is desired for filling a swimming pool, a pond or for other purposes, arrangements must be made with the City prior to taking such action. Permission for such use of water, in large quantities, will only be granted if other consumers are not inconvenienced and if adequate water supplies are available.

Article III - Access to Property. All duly appointed employees, agents, or contractors of the City, under the direction of the City, shall have access at all reasonable hours of the day to any and all parts of structures and premises in which water is, or may be delivered for the purposes of inspecting connections, the conditions of conduits and fixtures, the manner and extent in which the water is being used, and more particularly in emergency situations. The City does not, however, assume the duty of inspecting the customers line, plumbing and equipment and shall not be responsible therefor.

SECTION 15 - RESPONSIBILITY FOR EQUIPMENT

Article I - Responsibility for Customer Equipment. The City shall not be held liable for any loss or damage of any nature whatsoever caused by any defect in the customer's line, plumbing or equipment. Nor shall the City be held liable for loss or damage due to interruption of service or temporary changes in pressure. The customer shall be responsible for valves on premises being turned off when the water service is turned on.

Article II - Responsibility for City Equipment. City Equipment on the customers premises remains the property of the City and may be repaired, replaced, or removed by the City employees at any time without the consent of the owner. No payment will be made to the property owner for the right to install, maintain, replace, or remove City equipment on his or her premises. The property owner must keep vicious dogs or other animals secured or confined to avoid interference with City operations and maintenance.

- A. *Damage to City Equipment.* The customer shall be liable for any damage to equipment owned by the City which is caused by an act of the customer, his or her tenants, agents, employees, contractors, licensees, or permittees. Damage to equipment shall include, but not limited to, breaking of seals and locks and tampering with meters, injury to meters, including but not limited to damages by hot water or steam, and damaged meter boxes, curb stops, meter stops and other appurtenances.
- B. *Inclement Weather.* The customer will take all reasonable care to ensure that City equipment, i.e., meters, meter stops, service lines, etc., are not damaged due to inclement weather.

SECTION 16 - FIRE HYDRANTS

Article I – Operation. No person other than those designated and authorized by the City or the Fire Department shall open any fire hydrant belonging to the City, attempt to draw water from the hydrant or in any manner damage or tamper with the hydrant. Any violation of this provision will be prosecuted according to the law. No tool other than a special hydrant wrench shall be used to operate a hydrant valve. In cases where a temporary service has been granted and water received through a fire hydrant, an auxiliary valve will be provided to control the flow of water.

Article II - Moving a Fire Hydrant. When a fire hydrant has been installed in the locations specified by the City, the City and Fire Department have fulfilled their obligation. If a property owner or other party desires to change the size or location of the hydrant, he or she shall bear all costs of such changes, approval must be obtained by the Sumpter City Council and Fire Department before any changes can take place.

SECTION 17 - PENALTIES AND SUSPENSION OF RULES

Article I – Penalties. Any person violating any of the provisions of this Ordinance shall, upon conviction, be punished by a fine not exceeding one thousand dollars.

Article II - Suspension of Rules. No employee or agent of the City is authorized to suspend or alter any of the provisions of this Ordinance as cited herein without specific approval or direction of the City Council, except in cases of emergency involving loss of life or property or which would place the City's water system operation in jeopardy.

SECTION 18 – REPEATER, INTERPRETATIONS, SEVERABILITY AND CORRECTIONS.

Article 1 – Repeater. City Ordinance's #2020-3 and all amendments thereto are hereby repealed in their entireties and the provisions of any other prior ordinance of the City of Sumpter that may be in conflict with any of the provisions of this Ordinance are hereby repealed and superseded.

Article 2 – Interpretations. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words, “include,” “includes,” and “including” are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended.

Article 3 – Severability. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law; and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance.

Article 4 – Corrections. This Ordinance may be corrected by order of the City Council to cure editorial and/or clerical errors. Nothing in this Ordinance affects the validity of any criminal or civil enforcement actions commenced prior to the adoption of this Ordinance; all City ordinances existing at the time such actions were filed will remain valid and in full force and effect for purposes of those actions.

This Ordinance will be enacted thirty days after Council approval.

Read for the first time in full, this 13th day of October, 2021.

Read for the second time (by title only, by unanimous consent of the City Council members present) this 13th day of October, 2021.

Passed by unanimous vote of the Council on this, the 13th day of October, 2021.

Approved:  Attested: 