

Talent Ordinances

**ORDINANCE #14-878-O**

**AN ORDINANCE THAT PROVIDES RULES AND REGULATIONS FOR THE CONDUCT AND OPERATION OF THE WATER SYSTEM OF THE CITY OF TALENT AND CONNECTION THEREWITH – REGULATING AND GOVERNING THE USE OF WATER FROM SAID SYSTEM – PROVIDING PENALTIES FOR NON-PAYMENT OF WATER SERVICE AND FOR VIOLATION OF THIS ORDINANCE AND REPEALING ORDINANCE 04-750-O.**

**The City of Talent ordains as follows:**

**ARTICLE 1 - GENERAL PROVISIONS**

**Section 1. Short Title:**

This ordinance shall be known as “Rates, Rules and Regulations for the Operation of the Water Department of the City of Talent, Jackson County, Oregon”, and may be so cited and pleaded.

**Section 2. Words and Phrases:**

For the purpose of this ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

**Section 3. Water System:**

The City will furnish a distribution system, pump stations, reservoirs and activities used for and useful in obtaining, conserving, and disposing of water for public and private uses, including all parts of the water system, all appurtenances to it; and lands, easements, rights in land, water rights, contract rights, franchises; and other water supply, storage, and distribution facilities and equipment.

**Section 4. Separability:**

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 5. Pressure Conditions:**

All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection, and to hold the City harmless for any damages arising out of low pressure or high pressure conditions or interruptions in service.

**Section 6. Maintenance of Water Pressure and Shutting Down for Emergency Repairs:**

The City shall not accept responsibility for the maintenance of pressure, and it reserves the right to discontinue service while making emergency repairs and shutdowns required in the operation of the water system. Consumers dependent upon a continuous supply should provide emergency storage.

**Section 7. Tampering with City Property:**

No one except an employee, or representative of the City, shall at any time in any manner operate the curb cocks or valves (except to repair or change private plumbing), main cocks, gates, or valves of the City's system; or interfere with meters or their connection, street mains, or other parts of the water system.

**Section 8. Penalty for Violation:**

For the failure of the customer to comply with all or any part of this ordinance, any ordinance, resolution, or order fixing rates and charges of this City, the customer's service shall be discontinued and the water shall not be supplied such customer until he shall have complied with the rule or regulation, rate or charge which he has violated; or, in the event that he cannot comply with said rule or regulation, until he shall have satisfied the City that in the future he will comply with all the rules and regulations established by the City.

**Section 9. Infraction:**

Violation of any provision of this ordinance constitutes an infraction punishable by fine not to exceed five hundred dollars (\$500.00). Each and every connection or occupancy in violation of any provision hereof shall be deemed a separate violation, and each and every day or part of a day a violation continues shall be deemed a separate offense hereunder and punishable as such.

**Section 10. Ruling Final:**

All rulings of the Council shall be final. All rulings of the City Manager shall be final unless appealed in writing to the City Council within five (5) days. When appealed, the Council's ruling shall be final.

**Section 11. Repeal:**

All ordinances, or parts thereof, in conflict herewith, are hereby repealed.

**Section 12. Effective Date:**

This ordinance shall be in force and effect as provided by law.

## ARTICLE 2 - DEFINITIONS

**Section 1. Council:** The city council of the City of Talent, Oregon.

**Section 2. Connection:**

The pipeline and appurtenant facilities such as the curb stop, meter and meter box, all used to extend water service from a main to premises, the laying thereof and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.

**Section 3. Cost:**

The cost of labor, material, transportation, supervision, engineering, bonding obligations and all other necessary overhead expenses.

**Section 4. Cross Connection:**

Any physical connection between the piping system from the City service and that of any other water supply that is not, or cannot be, approved safe and potable for human consumption, whereby water from the unapproved source may be forced or drawn into the City distribution mains.

**Section 5. Main:**

A water line in a street, highway, alley, or easement used for public and private fire protection and for general distribution of water.

**Section 6. Person:**

An individual or a company, association, co-partnership, or public or private corporation.

**Section 7. Premises:**

A lot or parcel of real property under one (1) ownership, except where there are well-defined boundaries or partitions such as fences, hedges, or other restrictions preventing the common use of the property by the several tenants, in which case each portion shall be deemed separate premises. Apartment houses and office buildings may be classified as single premises.

**Section 8. Private Fire Protection Service:**

Water service and facilities for building sprinkler systems, hydrants, hose reels, and other facilities installed on private property for fire protection and the water available therefore.

**Section 9. Public Fire Protection Service:**

The service and facilities of the entire water supply, storage and distribution system of the City, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.

**Section 10. Owner:**

The person owning in fee, or the person in whose name the legal title to the property appears by deed duly recorded in the County Clerk Recording office, or the person in possession of the property or buildings under claims of, or exercising acts or ownership over same, for himself, or an executor, administrator, guardian, or trustee of the owner.

**Section 11. Regular Water Service:**

Water service and facilities rendered for normal domestic, commercial, and industrial purposes on a permanent basis, and the water available therefore.

**Section 12. Public Works Superintendent:**

The foreman of the City of Talent Public Works Department and other duly authorized representative.

**Section 13. Temporary Water Service:**

Water service and facilities rendered for construction work and other uses of limited duration, and the water available therefore.

**Section 14. City:** The City of Talent, Jackson County, Oregon.

**Section 15. Water Department:**

The City of Talent Public Works Department performing functions related to the City water service, the Public Works Superintendent, and other duly authorized representative

## ARTICLE 3 - NOTICES

### **Section 1. Notices to Customers:**

Notices from the city to a customer will normally be given in writing and either delivered or mailed to him/her at his/her last known address. Where conditions warrant, and in emergencies, the City may resort to notification either by telephone or messenger.

### **Section 2. Notices from Customers:**

Notice from the customer to the City may be given by him/her or his/her authorized representative in writing:

- a. At City Hall, 110 East Main Street, Talent Oregon
- b. Emailed to UB@cityoftalent.org
- c. Mailed to P.O. Box 445, Talent, OR 97540

## ARTICLE 4 APPLICATION FOR REGULAR WATER SERVICE

### **Section 1. Application:**

Applications to turn on water must be signed by the owner/property manager and tenant of the property involved and must be filed with the City before they become effective. A deposit as per Article 9 Section 1 shall be required at the time that the application is submitted to the City.

### **Section 2. Undertaking of Applicant:**

Such applications will signify the customer and owner's acknowledgement of their responsibility to comply with this and other ordinances or regulations relating to the regular water service and to make payments for water service required.

### **Section 3. Payment for Previous Service:**

An application will not be honored unless payment in full has been made for water service previously rendered to the applicant by the City.

### **Section 4. Installation Charge:**

The charge for service connections shall be established by ordinance of the City of Talent. Said ordinance shall be kept on file with the City Recorder, and may be amended from time to time as the council deems appropriate.

**Section 5. Installation of Services:**

Regular water services will be installed at the location desired by the applicant, of the size determined by the Public Works Department. Only duly authorized employees or agents of the city will be authorized to install service connections. Service installation will be made only to property abutting on distribution mains as have been constructed in public streets, alleys, or easements, or to extensions thereof as herein provided. Services installed in new subdivisions prior to the construction of streets or in advance of street improvements must be accepted by the applicant in the installed location.

**Section 6. Changes in Customer's Equipment:**

Customers planning to make any material change in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations may result in a greater than 500% increase in the average usage of water, shall contact the city prior to implementing any changes, and, if necessary, amend their applications.

**Section 7. Size and Location:**

The City reserves the right to determine the size of service connections and their location with respect to the boundaries of the premises to be served. The Public Work's Superintendent shall approve the location of the service connection before the installation of the consumer's pipeline to the curb.

**Section 8. Curb Cock:**

Every service connection installed by the City shall be equipped with a curb cock or wheel valve on the inlet side of the meter. Such valve or curb cock is intended for the exclusive use of the City in controlling the water supply through the service connection pipe. If the curb cock or wheel valve is damaged by the consumer's use to an extent requiring replacement, then such replacement shall be at the consumer's expense.

**Section 9. Domestic, Commercial and Industrial Service Connection:**

It shall be unlawful to maintain a connection excepting in conformity with the following rules:

(a) **Separate Building:**

Each house, commercial or industrial structure under separate ownership must be provided with a separate service connection. Two (2) or more structures under one (1) ownership and on the same lot or parcel of land may be supplied through the same service connection;, and an additional minimum charge will be applied to the single meter serving said structures, or a separate service connection may be provided for each building. The City reserves the right to limit the number of structures or the area of land under one (1) ownership to be supplied by one (1) service connection.

**Section 9. Domestic, Commercial and Industrial Service Connection (cont):**

(b) Single Connection:

Not more than one (1) service connection for domestic or commercial supply shall be installed for one (1) building, except under special conditions. The City Manager is authorized to determine that special conditions exist upon making a finding that more than one service connection will better serve the customer, will not result in unreasonable damage or expense to the water system, and will not have an adverse affect on the billing system.

(c) Different Owners:

A service connection shall not be used to supply adjoining property and/or property of a different owner or to supply property of the same owner across a street or alley.

(d) Divided Property:

When property provided with a service connection is divided, each service connection shall be considered as belonging to the lot or parcel of land which it directly enters.

**Section 10. Service Connections:**

The City shall maintain the service connections extending from the water main to the property line including the meter, meter box and curb cock or wheel valve. All pipes and fixtures extending or lying beyond the property line shall be installed and maintained by the owner of the property.

**Section 11. Property Owner/Authorized Agent Responsibility:**

The property owner/authorized agent shall be responsible for all accumulated charges in the event that the tenant moves without having paid all outstanding water charges owed to the City. In the event that the tenant's water is scheduled to be turned off due to non-payment, both the property owner, authorized agent and the tenant shall be notified of the impending shut-off consistent with Article 12. All unpaid charges shall be assessed to the property owner/authorized agent. The property owner/authorized agent and the tenant are jointly and severally liable for all water charges, including user charges, fees, penalties and interest.

**Section 12. Building Permit Required:**

An application for a permit to connect premises with the City water system for service to a new building or structure shall not be accepted for filing unless a building permit has been issued for such building or structure as provided in the building regulations of the City. The water service established for construction may not be transferred to new ownership without a Certificate of Occupancy issued by the City.

## ARTICLE 5

### APPLICATION FOR REGULAR WATER SERVICE WHEN MAIN EXTENSION REQUIRED

#### Section 1. Application for Main Extension:

The following rules are established for making main extensions:

(a) Application:

Any owner of one (1) or more lots or parcels of land desiring the extension of one (1) or more water mains to serve such property shall make a written application to contain the legal description of the property to be served and any additional information which may be required by the City and be accompanied by a map showing the location of the proposed connections.

(b) Investigation:

Upon receipt of the application, the City shall make an investigation and survey of the proposed extension and shall report his findings to the council, including the estimated cost thereof.

(c) Ruling:

The Council shall thereupon consider said application and report and, after such consideration, reject or approve it.

(d) City Lines:

All extensions thus provided for, in accordance with these regulations, shall be and remain the property of the City.

(e) Dead-End Lines:

The City shall permit dead-end lines upon a finding that such is reasonably necessary to serve a property or properties and is not unreasonably deleterious to the water system.

#### Section 2. General:

The City will provide all main extensions upon applications for service.

#### Section 3. Determination:

If, in the opinion of the council, the cost thereof is in excess of what it is prepared to advance, or it questions the economic advantage to the City of making such advance, it shall determine the cost of such line.



**Section 4. Advance Cost:**

When the council so determines, the applicant shall advance the amount of each estimate, and the line shall be installed by the City or under the City's supervision.

**Section 5. Facilities Exceeding Needs:**

Should the water department desire to install facilities greater than are needed to meet the applicant's service demands, the cost of the excess size of facilities shall be borne by the City unless the Council shall determine that the increased size is necessary to serve the applicant.

**Section 6. Specifications and Construction:**

The size, type and quality of materials and location of lines shall be specified by the Public Works Department and/or duly authorized representative in conformance to the City comprehensive plan. The actual construction will be done by the Public Works Department or by a contractor acceptable to it, supervised and inspected by the Public Works Superintendent and/or duly authorized representative.

**Section 7. Adjustment:**

Adjustment of any substantial difference between the estimated and reasonable actual total installed cost thereof shall be made after the completion of the installation. The City shall be paid the amount of any excess cost and shall refund the amount of any savings.

**Section 8. Extensions by City:**

The Public Works Department may make extensions to the facilities constructed under this article without obligation to applicant.

**Section 9. Main Extension by Applicant:**

Should the Council determine that the cost of the main extension should be paid in whole or in part by the applicant, the Council may, in lieu of requiring the applicant to deposit the cost of the main extension with the City, enter into an agreement with the applicant whereby the applicant undertakes to provide for the installation of the facilities comprising the public main extension in accordance with the plans and specifications approved by the Council and subject to inspection by the City. In such event, the Council may require the applicant to post a surety bond, cash, or other improvement security with the City to guarantee the satisfactory completion of the main extension in accordance with the plans and specifications approved by the Council.

**Section 10. Reimbursements:**

Where the cost of main extension has been paid by the property owner/authorized agent pursuant to Article 5 - Section 9 and Article 6 - Section 9, the City shall thereafter, but for not longer than ten (10) years after the date said extension is originally connected to the City's water system, collect from any water user connecting to such extension that fraction of the cost of such as approved by the City, as the number of front feet or acreage, or combination of the two held by said water user,

bears to the total number of front feet or acreage, or combination of the two, which may be served by such extension as determined by the City at the time such extension is connected to the City's water system. Such sums as are thus actually received by the City shall be paid by the City only to the property owner/authorized agent originally installing such extension, but the City shall in no way be obligated to assure that the property owner/authorized agent making such extension is paid the total cost thereof nor to initiate any action or incur any expense to collect any sum to be paid to property owner/authorized agent; nor shall such refund be from any revenues derived from the sale of water. Where different property owners contribute to the making of the extension, such sums shall be refunded to such property owners pro rata according to the amounts which they severally contributed toward the extension and pursuant to the preceding plan.

#### **Section 11. Special Reimbursement Agreements:**

Where special conditions exist, in the opinion of the City, which justify reimbursement to the person paying the cost of a main extension, which justify reimbursement on any basis other than that provided in Section 10 hereof, the council may authorize a special reimbursement contract by the City and the person or persons constructing the main extension. Said special reimbursement agreement shall be made and entered into prior to acceptance of the work and water main by the City.

### **ARTICLE 6 - SUB-DIVISIONS**

#### **Section 1. Application:**

A person desiring to provide a water system within a tract of land which he proposes to subdivide shall make application at the time the proposed sub-division is submitted for review by the Planning Commission.

#### **Section 2. Id – Contents:**

The application shall state the number of the tract, the name of the subdivision, and its location. It shall be accompanied by a copy of the final map, and of the plans, profiles, and specifications for the street work therein.

#### **Section 3. Investigation:**

Upon receiving the application, the Public Works Director and/or duly authorized representative shall make an investigation and survey of the proposed subdivision and shall report his findings to the Community Development Director and Planning Commission, including a recommendation as to the facilities required and the estimated cost of the proposed water system therefore.

#### **Section 4. Subdivisions, Tracts or Housing Projects:**

The owner of the subdivision shall be responsible for the installation of the main lines, valves, service connections and the fire hydrants within the subdivision consistent with City standards and requirements set by the City Engineer. Fire hydrants shall be so located that each lot is within a reasonable distance of a hydrant as determined by the Fire District #5 Chief or his/her representative. The City Engineer or the Public Work's Superintendent shall be responsible for inspecting the installation prior to connection to the City's water system and final acceptance by the City.

**Section 5. Specifications and Construction:**

The size, type, and quality of materials and location of lines shall be specified by the Public Works Department and/or City Engineer in conformance to the City comprehensive plan.

**Section 6. Property of City:**

All facilities, once installed, shall be the property of the City.

**Section 7. Connections:**

The sub-divider shall, at their cost, provide all connections to houses constructed by him/her, as herein provided.

**Section 8. Surety Bond or Letter of Credit:**

The sub-divider shall provide a deposit of cash or surety bonds, or other improvement security satisfactory to the City to guarantee the faithful performance of the installation of water main extension and associated facilities. Said cash deposits, surety bonds, or other improvement security shall be in the sum of the estimated costs of the engineering, inspection, legal, and administrative expenses of the City, and the estimated cost of the installation of the water main extension, and said bond or improvement security shall, in addition to guaranteeing the faithful performance of the work, guarantee the maintenance of the water system to be installed for a period of one (1) year following completion and acceptance of the work by the City.

**ARTICLE 7 - GENERAL USE REGULATIONS**

**Section 1. Number of Services per Premises:**

The applicant may apply for as many services as may be reasonably required for his premises; provided that the pipeline system for each service be independent of the others and that they not be interconnected.

**Section 2. Water Waste:**

No customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a customer's premises, the City may discontinue the service if such conditions are not corrected within five (5) days after giving the customer written notice.

If the monthly metered consumption is greater than 150% of the past average consumption due to a water leak on the customer's property and the leak is repaired in a timely manner, the customer may request a leak adjustment once the leak is repaired. The City will adjust one month's high consumption using the minimum rate per 1000 gallons for the excess consumption.

**Section 3. Responsibility for Equipment on Customer Premises:**

All facilities installed by the City on private property for the purpose of rendering water service shall remain the property of the City, and may be maintained, repaired or replaced by the Public Works Department without consent or interference of the owner or occupant of the property. The property owner/authorized agent shall use reasonable care in the protection of the facilities. No payment shall be made for placing or maintaining said facilities on private property.

**Section 4. Damage to Water System Facilities:**

The customer shall be liable for any damage to the service facilities when such damage is from causes originating on the premises by an act of the customer or his tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or other on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The City shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

**Section 5. Ground-Wire Attachments:**

All individuals or business organizations are forbidden to attach any ground-wire or wires to any plumbing which is, or may be, connected to a service connection or main belonging to the City. The City will hold the customer liable for any damage to its property occasioned by such ground-wire attachments.

**Section 6. Control Valve on the Customer Property:**

The customer shall provide a valve on their side of the service installation as close to the meter location as practicable to control the flow of water to the piping on their premises. The customer shall not use the service curb stop to turn water on and off for their convenience.

**Section 7. Cross Connections:**

The customer must comply with state and federal laws governing the separation of dual water systems or installations of back flow protective devices to protect the public water supply from the danger of cross connections. Backflow protective devices must be installed as near the service as possible and shall be open to test and inspection by the Public Works Department. Plans for installation of backflow protective devices must be approved by the Public Works Department prior to installation.

**Section 8. Id – Special Cases:**

When the customer is engaged in the handling of especially dangerous or corrosive liquids or industrial or process waters, the city may upon a finding that criteria of reasonable safety so require the customer to eliminate specified plumbing or piping connections as an additional precaution and as a protection to the backflow protective devices.

**Section 9. Relief Valves:**

As a protection to the customer's plumbing system, a suitable pressure relief valve must be installed and maintained by and at customer's expense, when check valves or other protective devices are used. The relief valve shall be installed between the check valves and the water heater.

**Section 10. Backflow Device:**

Whenever back flow protection has been found necessary on a water supply line entering a customer's premises, then any and all water supply lines from the City's mains entering such premises, buildings, or structures shall be protected by an approved backflow device, regardless of the use of the additional water supply lines.

**Section 11. Id – Inspection:**

The double check valve or other approved backflow protection devices may be inspected and tested periodically for water tightness by the City. The devices shall be serviced, overhauled, or replaced whenever they are found defective, and all costs of repair and maintenance shall be borne by the customer.

**Section 12. Id – Discontinued Service:**

The City may discontinue the water service to any premises if any defect is found in the check valve installations or other protective devices, or if it is found that dangerous unprotected cross-connections exist. Service will not be restored until the customer corrects such defects.

**Section 13. Interruption in Service:**

The City shall not be liable for interruption of service or shortage of water where such is not proximately caused by the negligence of the City, its agents or employees.

**Section 14. Ingress and Egress:**

Representatives from the Public Works Department shall have the right of ingress and egress to the customer's premises, at reasonable hours, for any purpose reasonably connected with the furnishing of water service.

**Section 15. Unsafe Apparatus:**

Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

**Section 16. Fraud or Abuse:**

Service may be discontinued if necessary to protect the City against fraud or abuse.

**Section 17. Noncompliance with Regulations:**

Service may be discontinued for noncompliance with this or any other resolution or regulation relating to the water service.

**Section 18. Upon Vacating Premises:**

Customers desiring to discontinue service should so notify the Utility Billing Department two (2) days prior to vacating the premises. Unless discontinuance of service is requested, the customer shall be liable for charges whether or not the water is used.

## ARTICLE 8 - METERS

### **Section 1. Installations:**

All water services shall be metered. The sum of money to be determined, as heretofore set forth, shall be paid to the city prior to the installation of the meter. Meters will be installed in the street or sidewalk area and shall be owned by the City and installed and removed at its expense. No rent or other charge will be paid by the City for a meter or other facilities, including connections. The City will seal all meters at the time of installation, and no seal shall be altered or broken except by one of its authorized employees or agents.

### **Section 2. Change in Location of Meters:**

Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the City's property will be moved at its expense. If the lateral distance which the customer desires to have the meter moved exceeds eight (8) feet, he/she will be required to pay for new service at the desired location.

### **Section 3. Meter Tests - Deposits**

All meters will be tested prior to installation. Subsequent to installation, if a customer desires to have the meter serving premises tested, customer shall be required to pay all costs related to the testing. A deposit of \$75 shall be paid in advance before the meter is removed for testing. Should the test verify that the meter is operating within acceptable limits as defined in Article 8, Section 4, then the owner shall be responsible for the full cost of testing less the deposit.

### **Section 4. Adjustment for Meter Errors - Fast Meters**

If a meter tested at the request of a customer is found to be more than two percent (2%) fast, the deposit shall be refunded and the billing records will be adjusted. The billing adjustment shall be based on either the excess charges for the time service was rendered to the customer requesting the test, or for a period of six (6) months, whichever shall be the lesser. The overpayment shall appear as a credit on the customer's account, unless the customer requests a full refund.

### **Section 5. Adjustment for Meter Errors - Slow Meters**

If a meter tested at the request of a customer is found to be more than 25 percent (25%) slow in the case of domestic services, or more than 5 percent (5%) slow for other than domestic services, the City may bill the customer for the amount of the undercharge based upon corrected meter readings for the period, not exceeding six (6) months, that the meter was in use. The City shall install a new meter.

### **Section 6. Non-Registering Meters**

If a meter is found to be not registering, the charges for regular service shall be at the minimum monthly rate or based on the estimated consumption, whichever is greater. Such estimates shall be made based on the previous consumption for a comparable period or by such other method as is determined by the Utility Billing Department and its decision shall be final. The City shall repair or replace the meter at its expense.

**Section 7. Damage to Meters**

The City reserves the right to set and maintain a meter on any service connection. The water consumer shall be held liable, for any damage to the meter due to his negligence or intentional acts or due to the negligence or intentional acts of the consumer's employees, agents or invitees.

**ARTICLE 9 - CREDIT**

**Section 1. Establishment of Credit**

Each applicant for service shall establish credit in the form of a guarantee deposit based on meter size that shall be paid before service may be rendered:

Meter Size	5/8" – 1"	\$75.00
Meter Size	over 1"	\$150.00

At the City's discretion, the guarantee deposit may be waived if previous credit history with the City has been established.

**Section 2. Return of Guarantee Deposit:**

A guarantee deposit with the Utility Billing Department shall be retained on the customer's account for two (2) years. When an account is closed, or at the completion of two years of non-delinquent activity, whichever is first, the deposit will be applied to the customer's account as a credit. All outstanding utility billing charges will be deducted from the deposit prior to a refund being issued when an account is closed.

**ARTICLE 10 - BILLING**

**Section 1. Billing Period:**

The regular billing period will be annually, monthly, or bi-monthly at the option of the City.

**Section 2. Meter Reading:**

Meters will be read as nearly as possible on the same day of each month. Billing periods containing less than twenty-seven (27) days or more than thirty-three (33) days for bills rendered monthly, or less than fifty-four (54) days and more than sixty-six (66) days for bills rendered bi-monthly, will be prorated.

**Section 3. Opening and Closing Bills:**

Opening and closing bills for less than the normal billing period shall be prorated both as to minimum charges and quantity blocks. If the total period for which service is rendered is less than one (1) month, the bill shall not be less than the monthly minimum charge applicable. Closing bills may be estimated by the Utility Billing Department for the final period as an expediency to permit the

customer to pay the closing bill at the time service is discontinued.

**Section 4. Water Charges:**

All water charges become due and payable no later than the last day of the month. The bill shall state the amount and type of charges included and the date when the bill is considered as delinquent.

**Section 5. Payment of Bills:**

Bills for metered water service shall be rendered at the end of each billing period. Flat rate service, if any, shall be billed in advance. Bills shall be deemed delinquent if payment is not received by the due date on bill and may be subject to a late payment penalty. If the water is subject to turn-off for nonpayment of the bill, additional reconnection charges and penalties will apply. The account must be brought current prior to renewing service following a disconnect.

**Section 6. Billing of Separate Meters Not Combined:**

Separate bills will be rendered for each meter installation except where the water department has, for its own convenience, installed two (2) or more meters in place of one (1) meter. Where such installations are made, the meter readings will be combined for billing purposes.

**Section 7. Consumer's Guarantee:**

The water service charges begins when a service connection is installed and the meter is set, unless the water is ordered to be left shut off when the service connection is ordered to be installed. Before water is turned on by the City for any purpose whatsoever, the property owner/authorized agent must sign an application form in which he/she guarantees payment of future water bills for the service and pays the required application deposit. The person signing the guarantee form or meter set form will be held liable for water used until the City is notified in writing to discontinue service, or to transfer the account to another property owner/authorized agent.

**Section 8. Water Used Without Required Application:**

A person taking possession of premises and using water from an active service connection, without having made application to the City for water service, shall be held liable for the water delivered from the date of the last recorded meter reading; and, if the meter is found inoperative, the quantity consumed will be estimated. If proper application for water service is not made upon notification to do so by the City, and if accumulated bills for service are not paid immediately, the service may be discontinued by the City without further notice.

**Section 9. Damages Through Leaking Pipes and Fixtures:**

When a request has been made to turn on the water at a premise or property that is vacant, the City requires an adult 18 years of age or older be present at the service address to verify and sign acknowledgement of service activation. If no one is present at the time of service activation, the water will not be turned on at the curb cock on the inlet side of the meter.. The City's jurisdiction and responsibility ends at the property line, and the City will in no case be liable for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes inside the property



line.

### **Section 10. Billing Procedures for Rental Properties**

When a rental property tenant has notified the City of his departure as of a specific date, then the name on the billing record shall be changed to the name of the property owner/authorized agent as of that date. The billing record shall continue in the property owner's/authorized agent's name and the owner shall be responsible for all water usage until such time as the City receives an application and deposit from a new tenant. In the interim period the property owner/ authorized agent shall become responsible for at least a minimum billing each month, if not more, depending on actual usage.

Should the property owner/authorized agent not wish to have the billing placed in their name then they can make arrangements with the City to have the water shut off by notifying the City of a date of shut off during business hours and agreeing to pay a service call for this service of \$25. Prior to shutting off the water the meter reading shall be noted and recorded on the City billing record for the particular property.

### **Section 10. Billing Procedures for Rental Properties (cont'd)**

If the water is shut off it will not be turned on again until such time as the City receives a new tenant application, or a written request from the property owner/authorized agent acknowledging responsibility and assuming all billing fees. During the shut-off period no billing shall be generated for the property.

## **ARTICLE 11 - ALTERNATE METHODS OF PAYMENT**

Based on the circumstances of individual customers the City may make available the following alternatives for the payment of water bills.

### **Section 1. Equal Payments:**

Customers can elect to enter into an agreement with the City for an "Equal Payment Plan". In order to qualify for this program the customer will be required to:

- a. The Account must be in good standing;
- b. Complete and sign an Equal Payment Plan agreement; and
- c. Pay the calculated monthly payment each month.

The equal payment amount will be determined by evaluating the total consumption for the previous twelve-month period. An equal payment amount sufficient to cover seasonal consumption will be established. Equal payment amounts will be reviewed every six (6) months to determine if the established monthly payment is sufficient to cover the cost of actual usage during the twelve-month period. Adjustments shall be made to the equal payment amount where appropriate. If monthly payments are not being made this may be grounds for terminating the equal payment agreement. In order to withdraw from the program the customer shall notify the City and be required to pay all outstanding balances owing and make the account current.

**Section 2. Deferred Payment Program:**

Under special circumstances the City shall make available to its customers a "Deferred Payment Program". The customer may participate in a deferred payment program only once in each calendar year. Either for reasons of personal hardship or due to a water leak, a customer may make a request to participate in such a program by entering into a written agreement with the City that is signed by the customer and approved by the City Manager/Designee. Deferred Payment agreements are at the City's discretion to reasonably protect the City from unreasonable risk of incurring uncollectible obligations. Failure to comply with the terms of the agreement shall result in termination of service subject to Article 12, Section 3.c.

a. **Deferred Payment Agreement:**

Customer enters into an agreement with the City to make full payment within one month of the date the service is scheduled to be shut off due to non-payment.

b. **Time Payment Agreement:**

Customer enters into an agreement with the City to pay off the past due accumulated balance within a period not to exceed 6 months while continuing to make full payment of their monthly bills. Time payments must be made by the due date stated on the current utility bill to avoid shut off.

**ARTICLE 12**

**DELINQUENCIES AND DISCONTINUANCE OF SERVICE**

**Section 1. Disconnection for Nonpayment:**

Service shall be discontinued for nonpayment of bill, when the customer's account is sixty (60) days past due.

**Section 2. Delinquent Charges:**

Utility charges not paid by the date specified on the bill shall be considered delinquent. Rates and charges, which are not paid on or before the day of delinquency may be subject to a penalty of \$10.00.

### **Section 3. Delinquent Collection Procedures:**

Bills not paid by the billing due date - shall be considered delinquent and subject to the following collection procedures.

a. Reminder Notice:

As required under ORS 91.255(3), Rental Property customers who have not paid by the 45<sup>th</sup> day after the mailing of the bill shall be sent a reminder notice. The notice shall state the amount of charges past due and the date by which such charges must be paid to avoid shut off procedures. The notice shall be mailed in sufficient time to allow the customer 14 days between the date of notice and actual date of shut off. In those instances where the name on the account is different than that of the property owner/authorized agent, a copy of the notice shall also be sent to the property owner/authorized agent within 30 days from the time the payment is due on the account..

b. Shut Off Notice:

A shut off notice shall be delivered to the service address no less than 48 hours prior to the scheduled shut off. The City shall maintain a list of all shut off notices delivered, indicating the time and location the notice was placed and by whom. The shut off notice shall state the amount of charges past due and the date and time such charges must be paid to avoid actual shut off of services.

c. Shut Off Procedure:

All accounts determined to be unpaid after date and time noted on shut off notice will be scheduled for shut off. The disconnection penalty will be assessed on the account and the Public Works Department will then shut off and lock those meters scheduled for shut off.

d. Collection Agency Assignment:

All final billed accounts determined to be unpaid by the due date on the final billing will be sent a final statement of account. Accounts not paid in 30 days of mailing of final statement will be assigned to a collection agency for collection. Additional collection agency fees will be applied to the account upon assignment to the collection agency.

### **Section 4. Reconnection:**

Failure to receive a bill does not relieve consumer of liability. Any amount due shall be deemed a debt to the City; and any person, firm, or corporation failing,

neglecting, or refusing to pay said indebtedness, shall be liable to an action in the name of the City in any court of competent jurisdiction for the amount thereof. Payment of the delinquent balance and penalties must be received by the City prior to renewing service following a discontinuance. The City requires an adult 18 years of age or older must be present to at the service address to verify and sign acknowledgement of service reconnection.

**Section 5. Reconnection After Hours:**

A reconnection charge of \$75.00 will be assessed if the reconnection is scheduled after regular hours of operation for the Public Works Department., Reconnections cannot be made on holidays and weekends since accounts have to be paid in full before a reconnection can be authorized. Public Works employees are not authorized to accept payments.

**ARTICLE 13 - COLLECTION BY SUIT**

**Section 1. Suit:**

All unpaid rates and charges and penalties, herein provided, may be collected by suit, including reasonable attorney's fees.

**Section 2. Costs:**

Consistent with state law the costs and disbursements shall be allowed to the prevailing party.

**ARTICLE 14 - PUBLIC FIRE PROTECTION**

**Section 1. Use of Fire Hydrants:**

Fire hydrants are for use by the City or by organized fire protection agencies pursuant to contract with the City. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the water department prior to use and shall operate the hydrant in accordance with instructions issued by the water department. Unauthorized use of hydrants will be prosecuted according to law.

**Section 2. Hydrant Rental:**

A charge, to be determined by contract between the City and organized fire protection agencies, will be imposed for hydrant maintenance and water used for public fire protection.

**Section 3. Moving Fire Hydrants:**

When a fire hydrant has been installed in the location specified by the proper authority, the City has fulfilled its obligation. If a property owner/authorized agent or other party desires a change in the size, type, or location of the hydrant, he/she shall bear all costs of such changes without refund. The proper City authority shall approve any change in the location of a fire hydrant.

**ARTICLE 15 - SPECIAL PROVISIONS**

**Section 1. Pools and Tanks:**

When a quantity of water is desired for filling a swimming pool or for other purposes, arrangements must be made with the City prior to taking such water. Permission to take water in quantities will be given only if it can be safely delivered through the City's facilities and if other consumers are not inconvenienced thereby. Should it be requested that the pool be filled by the Fire Department the water shall be billed at the out of City rate.

**Section 2. Bulk Water Purchases:**

Bulk water purchases must be paid for in advance at City Hall. Procedures for the assessment of these fees shall be established by the City Manager.

**Section 3. Public Athletic Fields:**

Owners or agents of public athletic fields shall be billed at the wholesale rate charged by the Medford Water Commission and, depending on usage, shall be billed for the seasonal usage only.

**ARTICLE 16 - WATER SERVICE OUTSIDE THE CITY**

**Section 1. [Annexing into the City]:**

By agreement with the City of Medford Water Commission the City does not allow extensions of water service outside of City limits unless the property requesting

service is within its urban growth boundary and has signed an irrevocable consent to annex to the City.

**Section 2. [Main Extension Costs]:**

All applications for water service within the City's urban growth boundary but outside the City limits, shall be reviewed by the City Council for approval. Should approval be granted, all costs related to the extension shall be at the expense of the applicant.

**Section 3. [New Services Outside City Limits]:**

The City shall continue to serve all customers located outside the City limits and the urban growth boundary who had been receiving water service from the City prior to January 2002. However, neither new services nor expansions of existing services shall occur unless approved by the City Council and the Medford Water Commission.

**Section 4. Water Service Outside the UGB:**

The City's agreement with the Medford Water Commission (MWC) precludes the extension of water service outside the City Limits or the UGB. Exceptions have been made for both the Fire District #5 and the School District with the consent of the MWC. The City Council, as well as the Medford Water Commission, is required to approve such exception and they shall be limited to governmental agencies only. Any such extensions shall be at the full expense of the requesting agency and not at the expense of City Water Users.

**ARTICLE 17 - MANDATORY HOOKUP**

**Section 1. Hookup Required:**

The owner of any building occupied by humans situated within the City and abutting on any street in which there is now, or may in the future be, located a City water main, is hereby required at his/her expense to connect said building directly with the proper City water main in accordance with the provisions of this ordinance within ninety (90) days after date of notice by the City to do so; provided that said water main is within 200 feet of the nearest point of the building.

**Section 2. Commercial, Industrial, and Public Buildings:**

Commercial, industrial, and public buildings shall be required to connect to the City water system upon notice as herein provided.

**Section 3. Charges to Those in the City Who Have Not Hooked up to the Water System:**

Charges shall be made monthly to those residents who live in the City, but who have not hooked up to the water system. The minimum monthly fee charged all water users should be assessed to property owners not hooked up to the water system.

**ARTICLE 18 - WATER RATES**

**Section 1. Definitions:**

For the purposes hereof, the following definitions shall apply:

- (a) Single Family Residence: Any separately metered single-family dwelling unit, whether situated in a single-residential structure, duplex, or apartment house.
- (b) Multiple Family Residential: Shall mean and include duplexes, apartment houses, trailer courts, motels, hotels, boarding and lodging houses, lodges and like uses, hospitals, sanitariums, nursing homes, or medical centers; except single-family dwelling units separately metered.
- (c) Commercial Accounts: All users not included in the definition of single-family residences or multiple-family residences.
- (d) Outside User: Any premises served by the Talent Water System where any of the outlets for said water on said premises is situated outside the City limits, or where any of the water served to the said premises is utilized on a portion thereof outside the City limits.

**Section 2. Rate for Water Users:**

The water rates for the City of Talent shall be established by ordinance adopted by the City Council. Said ordinance shall be kept on file with the City Recorder, and may be amended from time to time as the Council deems appropriate.

**Section 3. Revenue Bond Surcharge:**

When the City has incurred revenue bonds for capital improvements to the water system and the lender requires that a reserve amount be set aside equal to one (1) year's payment, a surcharge may be added to the water rate in order to comply with this

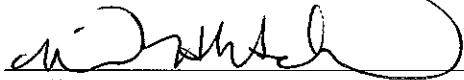
requirement. If, and to the extent that, the rates produce revenue sufficient to meet this obligation then a surcharge may not be required.

NOW, THEREFORE THE CITY OF TALENT ORDAINS AS FOLLOWS:

The Mayor and Council of the City of Talent repeal Ordinance 04-750-O, an Ordinance providing the rules and regulations for the conduct and operation of the water system of the City of Talent.

Duly Repealed by the City Council in open session on January 7, 2015.

AYES: 6      NAYS: 0      ABSTAIN: 0      ABSENT: 0



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Melissa Huhtala, City Recorder and Custodian of City Records