

CHAPTER 13: WATER, TELEPHONE AND POWER

WATER, TELEPHONE AND POWER

Section 13-101. Telephone Franchise. Northwestern Bell Telephone Company, a corporation, its successors and assigns, are hereby granted the right to use and occupy the streets, alleys and other public places of the town of Tabor, South Dakota, for a term of twenty years from the effective date hereof, for the purpose of constructing, maintaining and operating a general telephone and telegraph system within said town.

Section 13-102. The rights herein granted are subject to the exercises of police power as the same now is or may hereinafter be conferred upon said town.

Section 13-103. Northwestern Bell Telephone Company shall, upon demand, pay to the town of Tabor, South Dakota, the cost of publishing this ordinance and of holding the election hereinafter referred to.

Section 13-104. This ordinance shall be in full force and effect and shall constitute a binding contract between the town of Tabor, and Northwestern Bell Telephone Company who in the same shall been approved by majority of the electors of said town voting thereon at the election provided herein, and when the provisions hereof have been accepted in writing by Northwestern Bell Telephone Company and such acceptance is filed with the town clerk.

Section 13-105. That the proposition of granting a franchise to Northwestern Bell Telephone Company, in accordance with the terms of this ordinance, shall be submitted to a vote of the electors of this town at a special election, to be held not sooner than thirty days after the publication of this ordinance, which special election shall be called for that purpose by a resolution of this Board of Trustees Adopted after the publication of this ordinance.

Section 13-201. Electric Franchise. Bon Homme Yankton Electric Association, Inc., a cooperative organized and existing under the laws of the State of South Dakota, its successors and assigns, is hereby granted a franchise for the following purposes:

- (1) To construct or acquire, either or both, and thereafter to operate and maintain electric facilities consisting of, without limitation, poles, wires, generating plants, substations, transformers, switches, and appurtenances, within the limits of the town of Tabor, State of South Dakota, for the purpose of generating, supplying, and distribution of electric energy for light, heat and power;
- (2) To furnish electric energy for light, heat and power for public and private use within the town and to transmit electricity through and beyond the town;
- (3) To construct, reconstruct, maintain and operate electric transmission and distribution lines with all necessary appurtenances, including, within limitations, poles, wires, anchors, anchor rods, switches, and transformers on, over, along, upon, under or across the public streets, roads, alleys, or other public thoroughfares of the town;
- (4) To make all necessary excavations in the public streets, roads, or other public thoroughfares and to cut and trim all trees or shrubbery insofar as may be necessary to keep them clear of the transmission or distribution lines and appurtenances.

Section 13-202. The electric facilities shall be constructed, operated and maintained in a proper workmanship-like manner so as to afford all reasonable safeguards to the public.

Section 13-203. All poles, wires, anchors, anchor rods, switches, and transformers and other appurtenances which are located on, over, along, under or across the public streets, roads. Alleys or other public thoroughfares of the town shall be so placed as not to interfere with the traffic on the travel portions of such thoroughfares; and the Bon Homme Yankton Electric Association, after the construction or reconstruction of the electric transmission or distribution lines, will restore to their original condition the streets, roads, alleys or other public thoroughfares upon which such lines have been constructed insofar as this is practicable.

Section 13-204. Whenever the poles, anchors, anchor rods, transformers, switches and other appurtenances located on, over, along, under or across the public streets, roads, alleys or other public thoroughfares interfered with the widening or improvement of such public thoroughfares, the Bon Homme Yankton Electric Association shall, at the request of the town, move its poles, anchors, anchor rods, transformers, switches, and other appurtenances at its own expense to such other reasonable location as may be designated by an accredited representative of the town.

Section 13-205. The service rendered by the Bon Homme Yankton Electric Association shall be continuous except that it shall not be held accountable for a failure of service which is caused by folds, Acts of God, strikes, or other causes beyond its control.

Section 13-206. The Bon Homme Yankton Electric Association will comply with all reasonable rules and regulations of the town and with all ordinances now in effect or which may hereafter be passed insofar as they do not conflict with the terms and purpose of this franchise herein granted.

Section 13-207. This franchise shall be effective on the 20th day from and after its passage, approval and publication, as required by law, and it shall continue in effect for a period of 20 years.

COMMUNITY ANTENNA FRANCHISE

Section 13-301. Short Title. This ordinance shall be known and may be cited as the Tabor Community Antenna Franchise Ordinance.

Section 13-302. Definitions. For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (1) "City" shall mean the Town of Tabor, South Dakota.
- (2) "City Council" shall mean the City Council of Tabor, South Dakota.
- (3) "Cable Television System", "Cable System" or "CATV" shall mean a system utilizing coaxial cable and certain electronic and other components which deliver to subscribing members of the public various communications services.
- (4) "FCC" shall mean Federal Communications Commission.
- (5) "Person" shall mean any person, firm partnership, association, corporation or organization of any kind and any other legally recognized entity.

(6) "Grantee" shall mean Midwest Communications Company an affiliate of successor in accordance with the provision of this Franchise by Grantee.

(7) "Subscribers" are those persons contracting to receive cable television reception services furnished under this Franchise by Grantee.

(8) "Cable Television Reception Service" shall mean the simultaneous delivery by the Grantee to television receivers or any other suitable type of audio-video communications receivers.

(9) "Affiliate" or "Affiliated Company" means a corporation, partnership or other business entity which is wholly owned by the same person or persons who own Midwest Communications Company or its parent company.

Section 13-303. Qualifications of Grantee and Grant of Nonexclusive Authority. Whereas, the City has approved of the legal, character, financial, technical and other qualifications of the Grantee and the adequacy and feasibility of the Grantee's construction arrangements as part of a full public proceeding affording due process, including notice to all interested persons and members of the public, there is hereby granted by the City to the Grantee a nonexclusive franchise, right and privilege to construct, erect, operate, modify and maintain, in, upon, along, across, above and over and under the highways, street, alleys, sidewalks, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto, in the City, poles, wires, cables, underground conduits, manholes and other television conductors and fixtures necessary for the maintenance and operation in the City of a Cable Television System for the purpose of distributing television and radio signals, and other electronic impulses in order to furnish television and radio programs, and various communications and other electronic services to the public. The right so granted includes the right to use and occupy said streets, alleys, public ways, and public places and all manner of easements for the purposes here set forth.

Section 13-304. Duration and Acceptance of Franchise. The Franchise granted the Grantee herein shall terminate 15 years from date of grant, subject to renewal for periods of reasonable duration on the same terms and conditions as contained herein, or on such different or additional terms and conditions as may be lawfully specified by the City and as are consistent with the requirements of Rule 76.31 or other applicable rules of the Federal Communications Commission. No renewal hereof shall be granted unless authorized by the City following a public hearing. Grantee shall be awarded a franchise renewal provided its application show that its CATV service during the proceeding franchise period has reflected material compliance with the terms of the Franchise Ordinance and a good-faith effort to serve the needs and interests of the service area.

Section 13-305. Compliance with Applicable Laws Regulations, Ordinances and Codes.

(1) The Grantee shall, at all times, operate and maintain its Cable Television System in full compliance with the rules, regulations and standards of the FCC and any applicable rules, regulations and standards of the State of South Dakota.

(2) The Grantee shall, at all times, during the life of this Franchise, be subject to all lawful exercise of the police power by the City and to any such reasonable regulations as the City shall hereafter provide.

Section 13-306. Territorial Area Involved. This Franchise relates to the present territorial limits of the City and to any area henceforth added thereto during the term of this Franchise. During the term of this Franchise Ordinance, Grantee shall offer CATB service upon request at its then established normal installation and monthly rates to any permanent dwelling or other building within the then territorial limits of the City, subject to application of established credit and other business policies of Grantee.

Section 13-307. Liability and Indemnification. Grantee shall at all times keep in effect the following types of insurance coverage:

(1) Workers Compensation upon its employees engaged in any manner in the installation or servicing of its plant and equipment within the City of Tabor.

(2) Property Damage Liability insurance to the extent of Fifty Thousand (\$50,000.00) as to any person and One Hundred Thousand Dollars (\$100,000.00) as to any one accident, and personal injury liability insurance to the extent of One Hundred Thousand Dollars (\$100,000.00) as to any one person and Three Hundred Thousand Dollars (\$300,000.00) as to any one accident.

Grantee shall indemnify, protect, and save harmless the City from and against losses and physical damage to property and bodily injury or death to persons, including payments made under any Workers Compensation law which may be caused by the erection, maintenance use or removal of any of their attachments, poles or other undertakings, within the City, or by any action or grantee, its agents or employees. Grantee shall carry insurance in the above described amount to protect the parties hereto from and against all claims, demands, actions, suits, judgments, costs, expenses and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. Grantee shall also carry such insurance as it deems necessary to protect it from all claims under the Workers Compensation laws in effect that may be applicable to Grantee. The City shall give the Grantee prompt written notice of any such claims, demands, actions, suits, judgments, cost expenses or liabilities. All insurance required shall be and remain in full force and effect for the entire life of the rights granted hereunder.

Section 13-308. Operation Maintenance of System.

(1) The Grantee shall provide for regular billing of accounts and be so operated that complaints and requests for repairs or adjustments may be received at any time.

(2) The Grantee shall render safe and efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest possible time. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum use of the system.

(3) The Grantee shall provide for safe, adequate and prompt service for its facility.

Section 13-309. Emergency Use of Facilities. In case of any emergency or disaster the Grantee shall, upon request of the City Council make available its facilities to the City for emergency use during the emergency or disaster.

Section 13-310. Safety Requirements. The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damages, injuries, or nuisances to the public.

Section 13-311. New Developments. It shall be the policy of the City liberally to amend this Franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity more effectively, efficiently or economically to serve its customers. Provided however, that this section shall not be construed to require the City to make any amendment or to prohibit it from unilaterally changing its policy stated herein.

Section 13-312. Limitations of Rights Granted.

(1) All transmission and distribution structures, lines and equipment erected by the grantee within the City shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, alleys, or other public ways and places, and said poles or fixtures shall be removed by Grantee wherever in the opinion of the City Council the same restrict or obstruct the operation or location of any future streets or public places in the City.

(2) All transmission and distributing structures, lines and equipment erected by Grantee within the City shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to interfere with any installations of the City or of a public utility serving the City or to interfere with new improvements the City may deem proper to make.

(3) In the maintenance and operation of its television transmission and distribution system in the streets, alleys and other public places and in the course of any new construction or addition to its facilities, Grantee shall proceed so as to cause the least possible inconvenience to the general public; any opening or obstruction in the streets or other public places made by Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences, or boardings, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

(4) In case of disturbance of any street, sidewalk, alley, public way, or paved area the Grantee shall at its own cost and expense and in a manner approved by the City Council, replace and restore such street, sidewalk, alley, public way or paved area in as good a condition as before the work involving such disturbance was done.

(5) If at any time during the period of this Franchise the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley or other public way the Grantee upon reasonable notice by the City, shall remove, relay and relocate its poles, wires, cables underground conduits, manholes and other fixtures at its own expense.

(6) All installations of equipment shall be of permanent nature, durable and installed in accordance with good engineering practice, and of sufficient height to comply with all existing City regulations, ordinances, and state laws so as not to interfere in any manner with the right of the public or individual property owner, and any equipment installed in a public way or place shall not interfere with the usual travel on such public way or usual use of such public place by the public and during the construction, repair, or removal thereof, shall not obstruct or impede traffic.

(7) The Grantee, shall on the request of any person, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(8) The Grantee shall have the authority to trim trees overhanging upon streets, alleys, sidewalks and public ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee except that at the option of the City such trimming may be done by it or under its supervision and direction at the expense of the Grantee.

(9) In all sections of the City where the cables, wires or other like facilities of public utilities are placed underground the Grantee shall in the future place its wires, cables, or other like facilities underground to the maximum extent that existing technology reasonably permits the Grantee to do so.

(10) Grantee shall at its expense protect, support, temporarily disconnect, relocate on the same street, alley or public place, or remove from the street, alley or public place any property of Grantee when required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change of establishments of street grade, installation of sewers, drains, waterpipes, power lines, signal lines, and tracks or any other types of structures or improvements by governmental agencies when acting in a governmental or proprietary capacity or other structure of public improvements provided, however, that Grantee shall in all such cases have the privileges to abandon any property of Grantee in place as thereafter provided.

(11) In the event that the use of any part of the system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such systems or property have been installed in any street or public place without complying with the requirements of this ordinance, or the rights granted hereunder have been terminated, cancelled or have expired Grantee shall promptly remove from the streets, or public places all such property and poles of such system other than any which the City may permit to be abandoned in place. In the event of such removal, Grantee shall promptly remove from the streets or public places all such property and poles of such system other than any which the City may permit to be abandoned in place. In the event of such removal Grantee shall promptly restore the street or other area from which such property has been removed to a condition satisfactory to the City.

(12) Any property of Grantee to be abandoned in place shall be abandoned in such a manner as the City may prescribe. Upon permanent abandonment of the property of Grantee in place, it shall submit to the City an instrument to be approved by the City, transferring to the City the ownership of such property.

Section 13-313. Removal of Facilities Upon Request. Upon termination of service to any subscriber the Grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request.

Section 13-314. Transfer of Franchise. The Grantee shall not assign or transfer any rights granted under this ordinance to any person, company or corporation without the prior approval of the City Council, which approval shall not be unreasonably withheld; provided the Grantee shall have the right to assign its rights under this ordinance to an affiliated company without further approval of the City Council.

Section 13-315. Erection, Removal and Common use of Poles.

(1) No poles or other wire-holding structure shall be erected by the Grantee without prior approval of the City Engineer with regard to locations, height, type or any other pertinent aspect. However, no locations of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the City Council determines that the public convenience would be enhanced thereby.

(2) There is hereby granted to the extent that the City is authorized to do so, the right and authority to Grantee to lease, rent, or in any other manner obtain the use of towers, poles, lines, cables and other equipment, and facilities from any and all holders of public licenses and

franchises within the corporate limits of the City, including telephone and electric service franchises, to use such towers, poles, lines, cables and other equipment and facilities, subject to all existing and future ordinances and regulations of the City. It is stated intention of the City that all other holders of public licenses and franchises within the corporate limits of the City shall cooperate with Grantee to allow Grantee joint usage of its poles and pole-line facilities wherever possible or wherever such usage does not interfere with the normal operation of said poles and pole lines so that the number of new for additional poles constructed by Grantee within the City may be minimized.

(3) Grantee shall grant to the City, free of expense, joint use of any and all poles owned by it for any proper municipal purpose acceptable to Grantee insofar as it may be done without interfering with the free use and enjoyment of Grantee's own wires and fixtures and the City shall hold Grantee harmless from any and all claims, actions, causes of action, or damages caused by the placing of the City's wires or appurtenances upon the poles of Grantee. Proper regard shall be given to all existing safety rules covering construction and maintenance in effect at the time of construction. If in accommodating the City's joint use of their poles, Grantee is required to change or replace poles or install new poles the City shall compensate Grantee for such additional expense.

Section. 13-316. Rates.

(1) Grantee shall at all times maintain on file with the Municipal Finance Officer a schedule setting forth all rates and charges to be made to subscribers for CATB service, including installation charges.

(2) The rates and charges for services to subscribers shall be initially set by Grantee, subject to any applicable rules and regulations of federal and state agencies.

Section 13-317. Complaint Procedures. Complaints regarding the quality of service, equipment malfunctions and similar matters shall first be directed to Grantee's office, should Grantee fail to satisfy a complaint, it may then be directed to the Municipal Finance Office for investigation. In response to a complaint, Grantee shall be afforded a reasonable opportunity to present written statements of its position. The Municipal Finance Officer shall attempt to resolve the complaints but if this cannot be achieved he shall submit a recommendation to the City Council recommending that: (1) the complaint be dismissed or (2) corrective action be taken by Grantee. Appeal from the City Council's action may be made to the appropriate judicial or administrative forum.

Section 13-318. Compliance with FCC Franchise Standards. Pursuant to applicable FCC standards the following recitations and provisions are set forth:

(1) Grantee's legal character, financial, technical and other qualifications and the adequacy and feasibility of its construction arrangements have been approved by the City Council of the City after consideration in a full public proceeding affording due process to all interested parties.

(2) The initial franchise period shall be fifteen (15) years in duration and renewal franchise periods shall also be fifteen (15) years in duration.

Section 13-319. Construction Schedules and Standards.

(1) Within sixty (60) days after the effective date of this Ordinance, the Grantee shall file with the appropriate governmental authorities all initial papers, applications, contracts and other documents necessary to obtain nay and all commencement of construction an operation of the Cable Television System and shall thereafter make diligent efforts to obtain the proper execution, delivery of such

documents and any amendments thereto. In the event that all necessary waivers, consents and licenses are not obtained within one year after the effective date of this Ordinance, this Franchise Ordinance may be repealed at the option of the City by the adoption of an appropriate repealer ordinance.

(2) Within sixty (60) days after all necessary waiver, consents and licenses have been obtained, the Grantee shall commence the construction of the Cable Television System an pursue such with diligence.

(3) The Grantee shall commence operation on or before October 1, 1987, or this Franchise shall be subject to repeal as prescribed in subparagraph (1) herein.

(4) Delays in the performance of Grantee's obligations under this ordinance which are caused by strikes, equipment shortages and state of war, acts or God or other circumstances beyond the control of Grantee, shall not be construed to be violations of the provisions of this ordinance, and reasonable extensions of the time shall be granted therefore.

(5) All construction practices shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970 and any amendments thereto as well as all applicable codes, including the provisions of the electrical code. All of the Grantee's plant and equipment shall be installed, constructed, repaired, maintained and operated in accordance with good engineering practices. The Grantees shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

Section 13-320. Grantee Rules.

(1) The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions covering the conduct of this business as shall be reasonably necessary to enable the Grantee to exercise its rights and perform its obligations under this ordinance.

(2) All such rules, regulations, terms and conditions promulgated under the subsection (1) above shall not be in conflict with the provisions hereof, or applicable federal or state law or rules promulgated by the City in the exercise of its regulatory authority granted hereunder.

(3) One copy of all such rules, regulations, terms and conditions promulgated under subsection (1) above, together with any amendments, additions or deletions thereof, shall be kept currently on file with the Municipal Finance Officer and another copy thereof shall be maintained for public inspection during normal business hours at Grantee's office in the City; no such rules, regulations, terms, conditions or amendments additions or deletions thereto shall take effect unless and until so filed and maintained.

Section 13-321. Termination of Franchise. The City reserves the right to terminate any franchise granted hereunder and rescind all rights and privileges associated therewith in the event of:

(1) Noncompliance by the Grantee with any provision of this ordinance, Amendment hereto, or of any supplemental written agreement entered into by and between the City and the Grantee.

(2) The Grantee becomes insolvent enters into receivership or liquidation, files an application for bankruptcy or for composition of creditors, is unable to pay its debts as they mature or is in financial difficulty of sufficient consequence so as to jeopardize the continued operation of the network.

(3) Violation by the Grantee of any FCC or applicable state order ruling or the order or ruling of any other governmental body having jurisdiction over the Grantee, unless the Grantee is lawfully contesting the legality or applicability of such rule of order.

Upon the occurrences of any of the above-listed events the City Council may, after hearing, upon (30) days written notice to the Grantee citing the reasons alleged to constitute cause for revocation, set a reasonable time in which the Grantee must remedy the cause. If during the thirty (30) day period, the City Council may declare the notice to be null & void. If the Grantee fails to remedy the cause within the time specified after hearing, the City Council may revoke the franchise. In any event, before a franchise may be terminated, the Grantee shall be provided with an opportunity to be heard before the City Council.

Section 13-322. Unauthorized Cable Tapping. It shall be unlawful for any person or persons to obtain any cable television services from any cable television company or any firm or private person by installing, rearranging, or tampering with any facilities or equipment of said Cable Television Company unless the same is done with the knowledge of and with the permission of the Cable Television Company. Any person or persons found guilty of a violation of any of the provisions of the Section shall be deemed guilty of a misdemeanor.

Section 13-323. Separability.

(1) If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

(2) Should any provision of the Franchise be inconsistent or at variance with any rule, regulation or policy, in whole or in part, of the Federal Communications Commission or any other agency having jurisdiction, such provision shall be invalid, but the remaining provisions hereof shall not be affected thereby.

WATER CODE

Section 13-401. Water Code.

(1) Turning on. No water from the town water supply shall be turned on for service into any premises by any person but the superintendent of public works or some person authorized by him to perform this service.

(2) Application - Fee - Every person desiring to have water turned on for service into any premises from any water tap or service pipe within the Town of Tabor shall first make written application with the Tabor City Finance Office in such form as may be prescribed for that purpose. Pursuant to the written application for municipal water service, the applicant shall agree to abide by and accept all of the provisions of this Chapter as conditions governing the use of the Town water supply by the applicant, A non-refundable application fee in the amount of thirty dollars (\$30.00) shall accompany the application.

(3) Deposit. A deposit of \$10 shall be made with each such application, this sum to be retained by the town, to insure payment of all bills when service to the applicant is discontinued permanently this deposit, less any amount still due the town for water service, shall be refunded without interest. Provided, that where any applicant for water service is the owner of the premises to be served, no such

deposit shall be required. Furthermore, the applicant shall pay a deposit of \$25.00 to be used for street repair upon making the connection. A refund of any portion not used of the \$25.00 shall be made to the applicant.

(3a) Deposit. A deposit of \$75 shall be made by all mobile homes located in mobile home parks and/or on rented property as a meter deposit, and, in addition thereto, an application to have water turned on shall be made in writing to the Town Clerk and shall contain an agreement by the applicant to abide by and accept all of the provisions of this chapter as a condition governing the use of the town water supply by the applicant. A fee of \$5 shall be paid for turning on the water after the meter deposit shall have been paid. The meter shall at all times belong to the Town of Tabor, South Dakota, and, upon its return in working condition, the sum of \$65 of said deposit shall be returned to the mobile home owner.

(3b) Connection. No connection with a water main or with water service shall be made without a permit being issued and 24 hours notice having been given to the Town Clerk. All such connections shall be made and all such work done at the expense of the applicant who shall also furnish all materials necessary for the hooking up of such water main or line to the mobile home so serviced; all such connections shall be made under the supervision of the Town Superintendent, and no connection shall be covered or concealed or put into operation until the work has been inspected by him.

(3c) Equal Status. In the event that the water service is a new service and a service line is needed, then and in that event Section 5 of Section 13-401 of the town water code, as amended, shall control, and any such mobile home shall be treated as if the same were a permanent structure.

(3d) Penalty. Any person, firm or corporation violating any provision of this article shall be fined not less than \$50 nor more than \$100 for each offense; and a separate offense shall be deemed committed on each day during or on which the violation occurs or continues.

(4) Discontinued Service - Reconnect Fee - When water service has been turned off at the request the consumer, or when the Town has involuntarily disconnected water service, prior to having municipal water service restored to the premises, any arrearages for unpaid water service to the property shall be paid in full and a non-refundable reconnect fee in the amount of fifty dollars (\$50.00) shall also be paid.

(5) Plumbing. No water shall be turned on for service in premises in which the plumbing does not comply with the ordinances of the town; provided that water may be turned on for construction work in unfinished buildings, subject to the provisions of this chapter.

(6) Service connection—fee. No connections with a water main shall be made without & permit being issued and twenty-four hours notice having been given to the town clerk. All such connections shall be made and all such work done at the expense of the applicant who shall also furnish materials necessary for such work; all such connections shall be made under the supervision of the superintendent, and no connections shall be covered until the work has been inspected by him. Applications for such connections must be made to the clerk, and a fee of \$125.00 shall be paid for each connection.

(7) Resale. No water shall be resold or distributed by the recipient thereof from the town supply to any premises other than that for which application has been made and the meter installed, except in case of emergency.

(8) Tampering. It shall be unlawful for any person not authorized by the town to tamper with, alter or injure any part of the town waterworks or supply system, or any meter.

(9) Penalty. Any person, firm or corporation violating any provision of this article shall be fined not less than \$50.00 nor more than \$100.00 for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Section 13-402. Service Pipes.

(1) Installation. All service pipes from the mains to the applicant's premise or to a hydrant shall be installed by the applicant at his sole cost and expense.

(2) Pipes. No service shall be installed unless it conforms to specifications drawn up by the Board of Trustees and approved thereby. All service pipes shall be of not less than one (1) inch inside diameter. A copy of such specifications shall be kept on file by the Clerk and shall be open to inspection by any person interested.

(3) Repairs. All repairs for service pipes and plumbing systems of buildings shall be made by and at the expense of the owners of the premises served. The town may, in case of an emergency, repair any service pipes, and if this is done, the cost of such repair work shall be repaid to the town by the owner of the premises served.

(4) Excavations. Excavations for installing service pipes or repairing the same shall be made in compliance with the ordinance provisions relating to making excavations in streets. Provided, that it shall be unlawful to place any service pipe in the same excavation with, or directly over, any drain pipe or sewer pipe.

(5) Shutoff Boxes. Shutoff boxes or service boxes shall be placed on every service pipe and shall be located between the main and the nearest curb line and the sidewalk line where this is practical. Such boxes shall be so located that they are easily accessible and shall be protected from frost. Such shutoff boxes after their installation and inspection shall become property of the municipality of the Town of Tabor provided, however, that the service pipe from the main to the shutoff box or service box and the premises or hydrant shall be maintained and repaired at the sole cost of the owner.

(6) Penalty. Any person, firm or corporation violating any provision of this article shall be fined not less than \$25.00 nor more than \$100.00 for each offense; and separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Section 13-403. Meters: Rates.

(1) Meters Required. All premises using the town water supply must be equipped with an adequate water meter furnished by the town; provided, that such water service may be supplied by the town at a flat rate of charge until such meter may be installed.

Before any premises are occupied a water meter shall be installed therein as herein required or application made for such water service at the flat rate of charge until the meter can be installed or no water shall be furnished such premises.

(2) Installation. Meters shall be installed in a location that will be easy of access.

(3) Reading Meters. The Superintendent of Public Works shall read or cause to be read every water meter used in the town at such times as are necessary that the bills may be sent out at the proper time.

(4) Testing Meters. Any municipal water meter shall be taken out and tested upon complaint of the consumer upon payment of a fee of \$12.00. If upon test the meter is not within the three percent of being accurate, it shall be repaired or replaced and the \$12.00 fee returned to the consumer.

(5) Rates. All property upon which any building has been or may hereafter be erected having a connection with any mains or pipes which may be hereafter constructed and used in connection with the town water system shall pay the following rates per quarter:

1000 Gals. minimum	\$5.00	9000 Gals.	21.00
2000 Gals.	7.00	10000 Gals.	23.00
3000 Gals.	9.00	11000 Gals.	25.00
4000 Gals.	11.00	12000 Gals.	27.00
5000 Gals.	13.00	13000 Gals.	29.00
6000 Gals.	15.00	14000 Gals.	31.00
7000 Gals.	17.00	15000 Gals.	33.00
8000 Gals.	19.00	\$2.00 per 100 Gals. Thereafter	

(6) Bills. Bills for water used shall be dated and sent out at such times as may be directed by the President and Board of Trustees.

(7) Construction Contractors. During the construction of any building and before any water is installed as is herein provided, the contractor so constructing such building may be permitted to use the town water supply by making application therefore, and paying the flat fee prescribed by the Board of Trustees.

(8) Nonpayment. The water supply may be shut off from any premises for which the water bill remains unpaid for a period of ten days after the bill is rendered and mailed. When shut off, water shall not be turned on except upon the payment of the usual fee for turning on water.

(9) Lien. Charges for water shall be lien upon the premises as provided by statute. Whenever a bill for water service remains unpaid sixty days after it has been rendered, the Clerk may file with the Recorder of Bon Homme County a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the town claims a lien for this amount as well as for all charges for water served subsequent to the period covered by the bill.

If the consumer of water whose bill is unpaid is not the owner of the premises, and the clerk has notice of this, then notice shall be mailed to the owner of the premises, if his address is known to the Clerk, whenever such bills remain unpaid for a period of sixty days after it has been rendered.

The failure of the Clerk to record such lien claim or to mail such notice, or the failure of the owner to receive such notice, shall not affect the right to foreclose the lien for unpaid water bills as mentioned in the following section.

(10) Foreclosure of Lien. Property subject to a lien for unpaid water charges shall be sold for nonpayment of the same, and the proceeds of such sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be bill in equity in the name of the town.

The town attorney is hereby authorized and directed to institute such proceedings, in the name of the town, in any Court having jurisdiction over such matters, against any property for which water bill has remained unpaid sixty days after it has been rendered.

(11) Penalty. Any person, firm or corporation violating any provision of this article shall be fined not less than \$50.00 nor more than \$100.00 for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.