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CHAPTER 17. UTILITIES

ARTICLE 1

UTILITY SYSTEMS GENERALLY

SECTION 17-101 LEASE OF SYSTEMS.

The town leased its water, electric and sewer systems to the Lamont Public Works Authority, (hereinafter "authority") a public trust. The trust has the power to set rates and otherwise to regulate the water, sewer, electric and sanitation systems. The motions and resolutions adopted by the trust replace any ordinances which the town had relating to these matters. For the motions and resolutions passed by the public trust, please refer to the minutes of the Lamont Public Works Authority. A copy of the trust indenture relating to the leasing of these systems is on file in the office of the town clerk.

Ed. Note: See also special ordinances for various ordinances setting rates and governing the utilities.

Ed. Note: Water, sewer and electric systems are leased from the Town and regulated by the Authority. The ordinances and indenture grant to the Authority the ability to govern these utilities.

SECTION 17-102 ACCESS TO TOWN AND AUTHORITY AGENTS

A. It is unlawful and an offense for any person to obstruct or deny access to or prevent the reading of water and electric meters in the town by the town or authority, its agents, employees, or officers by parking any vehicle or place any obstruction over or on top of the water meter covers or to permit any vehicle to be parked or located above or on top of the water meters. Each day's continuation of any such violation shall be deemed a separate offense.

B. It is unlawful to make threats of any type to officers, agents, or employees of the town or authority in the performance of their duties or to prevent the officers, agents, or employees from performing their official duties in reading the water meters or by limiting the access to water meters in any other manner not limited to those mentioned above.

SECTION 17-103 RULES ADOPTED, PENALTY

The rules, regulations or rates of the Lamont Public Works Authority, as amended from time to time, are hereby adopted and incorporated herein by reference. Any violation of the rules, regulations or rates is punishable as provided in Section 1-108 of this code.

ARTICLE 2

BILLINGS AND GENERAL PROVISIONS

SECTION 17-201 UTILITY FEES AND BILLINGS IN GENERAL

All fees and charge in connection with any customer's use of the sanitary sewer system, the water facility system, the collection and disposal of refuse and garbage, or the electrical service system are billed in accordance with applicable rates set by motion or resolution of the authority. All fees and charges owing for any of these utility services shall be billed monthly. The utility bills submitted under the terms of this section are payable on or before the past due date which is printed on the bill.

SECTION 17-202 UTILITY TAPS AND CONNECTIONS; FEES; UTILITY DEPOSITS

A. The authority shall approve any request for a water tap and connection, a sewer tap to an existing line or a sewer tap, any new line and any electrical service connection. Prior to granting this approval, the customer shall have paid the deposit and connection or charge as applicable and set by motion or resolution. The deposit shall serve as a guarantee for the payment of charges for utility service and other amounts owed in connection with the utility service. It shall be held in trust by the authority. When a customer's utility service is disconnected, the deposit or any part of such amount deposited which remains after all such charges and amounts due the authority have been satisfied, shall be returned to the customer, or to the authority if unclaimed by the customer, after notice as required by law.

B. A fee for reconnection of utility service where the service has been turned off or a meter has been disconnected by the authority for any reason shall be collected by the authority. For any reconnection of utility service the charge shall be set by the town.

C. Any person making an application for utility service shall make a deposit with his application or meter as set out by the town.

D. The deposit shall be held by the town clerk, and if at any time the person making the deposit should desire to discontinue the use of utility services, he shall notify the town clerk, in writing, and shall accompany his application with all arrears, if any, and in case the application is not accompanied with the charges, then the town shall deduct from the deposit the amount of utility charges against the meter, and the balance, if any, shall be

returned to the person making the application. Payment in a timely manner is defined as payment by the due date.

SECTION 17-203 OTHER UTILITY FEES OR CHARGES

The authority from time to time by motion or resolution has the power to establish rates and charges governing all aspects of the utility services, including monthly service fees, connection fees and charges, and deposits.

SECTION 17-204 APPLICATION FOR SERVICE.

Any person desiring to have premises connected with the electrical distribution system of the town, shall make application to the town which application shall contain the name of the applicant, the lot and block number, the address, the kind of building and the name of the owner or account. When the application has been properly filed and deposit made as set forth, the town shall inspect the premises, and if they conform with the rules and regulations of the town for the distribution of electrical current, the application shall be approved and the installation made. For a new customer, a reasonable time, normally not to exceed three (3) months time, shall be allowed to determine his service requirements before definitely selecting the appropriate rate schedule. Once selected, a rate adapted to his service may not change to another rate within a twelve (12) month period unless there is a substantial change in the character or conditions of his service.

SECTION 17-205 CONSUMER TO ADVISE OF CORRECT ADDRESSE

Every utility consumer, whether he is the owner or tenant, shall keep the utility department advised as to his correct mailing address. Failure to receive utility bills shall not be a valid excuse for failure to pay same when due.

SECTION 17-206 JOINT BILLING.

The monthly charges to any premises for utility services shall be billed monthly on a single bill or statement to each owner or occupant liable therefore; provide however, that such bill or statement shall separately state the charges for each utility service rendered to the premises.

SECTION 17-207 DUE DATE AND PENALTY FOR PAYMENT.

Utility bills shall be rendered monthly by the town, and all bills shall be due and payable on the 10th of the month ("due date"). If any bill is not paid by the due date, a penalty of ten percent (10%) of the bill shall be added thereto.

SECTION 17-208 NOTICE OF INTENTION TO TERMINATE SERVICE

Utility consumer's bills will be computed at the net rates and shall be payable on or before the date as set out in Section 17-207, each and every month. Bills of all utility customers not paid by 5:00 P.M. on the stated due date each and every month will be classified as delinquent and shall be subject to an additional charge of \$2.00. If any utility bill, or part thereof, shall remain unpaid after the 10th day of each successive month period (or if the 10th falls on a Saturday or a Sunday, then the following Monday), the town shall

give written notice to the occupant of the premises for which such bill was rendered, who shall be deemed the agent of the owner of the premises for the purpose of notice, by mailing such written notice to the customer at the address provided to the town by the customer, specifying the amount due, with penalties, and advising of the utility department's intention to terminate service on a date not less than twenty-four (24) hours (exclusive of Saturday, Sunday and holidays) after the mailing of such notice. Such notice shall also contain a statement to the effect that the owner or occupant may request a hearing before a trust officer or employee within such twenty-four (24) hour period and state the telephone number at town hall where such officer or employee may be contacted to request such a hearing.

SECTION 17-209 TERMINATION OF SERVICE FOR FAILURE TO PAY BILLS:
RECONNECTION SERVICE CHARGE

A. If a utility bill remains unpaid, in whole or in part, after service of the required termination notice and the appropriate time period of such notice has expired, and if:

1. No hearing before a trust officer or employee has been requested; or
2. After such hearing such charges are found to be properly imposed;

then the utility service may be terminated.

B. A reconnection fee in the amount of as set by the authority, plus payment in full of the outstanding bill and penalties will be charged and collected prior to restoration of service.

SECTION 17-210 PAYMENT ARRANGEMENTS

The town officer or employee may make payment arrangements with any utility customer who makes a personal visit to town hall before the termination date as set out in Section 17-208. If payment arrangements are desired and approved by the town officer or employee, the utility customer may be required to sign a written agreement acknowledging the owed amount and agreeing to the payment arrangements. If the utility customer's gross bill, including any subsequent months service incurred after signing a payment arrangement contract, is not totally paid within the previously agreed upon payment arrangement date, the town may terminate the utility service.

SECTION 17-211 PERSONNEL MAY INSPECT PRIVATE PREMISES

Authority personnel in the service of the utility systems may enter any private premises served by the water, electricity, sewer or other utility systems at any reasonable time, and inspect the pipes, lines, fixtures and connections on the premises.

SECTION 17-212 RURAL UTILITY USERS.

A. Every person being furnished utility services by the town, outside the corporate town limits of the town, shall be deemed and known as a "rural user."

B. Rural water service will be granted only after a request has been made therefore, in writing, addressed to the mayor and town board of trustees of the town. Water extensions outside of the town limits of the town will not be made except on property on which the town has an easement, which has been granted the town or dedicated for public use. Such rural use shall have the prior approval of the town board of trustees of the town; and all such extensions, lines, valves, fittings and connections shall be dedicated to the town for rural water service. All water extensions outside of the town shall be subject to the town plumbing code, and after inspection, shall be accepted by the mayor and town board of trustees of the town, before being put in service.

C. In the event the town board of trustees of the town determines by resolution, duly adopted and approved, that there is a water shortage in the town, and that it would be in the best interest of the inhabitants of the town, to disconnect all water connections to rural users, those persons, firms or corporations shall be disconnected from the water system of the town, from and after being given a three (3) days written notice thereof by the town clerk.

SECTION 17-213 TOWN'S RIGHTS AND RESPONSIBILITIES

A. When an application for utility services has been approved, the town shall cause to be installed a meter or tap as appropriate, and connect the same with the authority for utility service. The town, at all times, shall have the right to enter upon the premises for the purpose of inspecting, maintaining, (including tree-trimming), reading of meters, and for the purpose of repair or adjustments of meters, lines and wires of the authority. The application and the installation of a meter or tap on the premises shall constitute a contract and agreement between the town and the persons making the application to pay for utility services applied for at the rate and manner specified by the town. The town does specifically reserve the right to charge and collect the rate and enforce the penalties in the manner herein provided, to change the rates at any time by ordinance or resolution, to temporarily discontinue the service at any time, without notice to the customer when necessary for repairs or some other emergency at the discretion of the town. Unreasonable impediments to the reading of any utility meter shall constitute sufficient grounds for discontinuation of service (following proper notice) until the impediment has been removed by the customer or his agent to the satisfaction of the town.

B. The town will use reasonable diligence to supply steady and continued service at the point of delivery, but will not be liable to the customer for any damages occasioned by irregularities or interruptions. The town may, without further notice, discontinue service to any customer when a defective condition of wiring or equipment upon the premises of the customer results, or is likely to result, in danger to life or property, or interfere with proper service. In order to make repairs or changes in the town's facilities for supplying utility service, or some other emergency, the town reserves the right without incurring any liability therefore to suspend service without notice to the customer for such periods as may be reasonably necessary.

SECTION 2-214 CUSTOMER REGULATIONS AND RESPONSIBILITIES.

A. The customer will not sell the utility service purchased from the town to any other person unless the rate schedule under which he is served provides for such a resale. The customer will not be permitted to extend or connect the installation of lines across or

under a street, alley or other public space in order to obtain service for adjacent property through one meter or tap unless such adjacent property is a part of the same business, actually continuous except for intervening public space.

B. The customer will be responsible for all damage to, or loss of, the town's property located upon his premises, unless occasioned by causes beyond his control, and shall not permit anyone who is not an agent of the town to remove or tamper with the town's property.

ARTICLE 3

WATER SERVICE

SECTION 17-301 APPLICATION FOR WATER SERVICE.

When any person desires to connect with the water system of the town, he shall apply to the office of the Utility Superintendent for a written permit, which shall bear the name of the applicant, the location of the property to be served, including the street name, lot and block number, and the class or kind of service for which it is to be used, together with the name of the plumber or contractor who has been employed to do the work.

SECTION 17-302 METERS

A. All tapping shall be paid for by the consumer, including all necessary fittings, work and material used in connection therewith. The town will furnish all meters and necessary fittings for installing same together with suitable box for same where necessary, excepting where meter of larger capacity than one inch is required, and in such case the consumer will be required to purchase and install same at his own expense under the supervision of the superintendent. The meter shall be of standard manufacture and of a type approved by the department, and shall apply to all present and future users of meters.

B. The town will keep in good repair at its own expense all water meters of its own installation, excepting where meters have been damaged by carelessness or wrong doing of the user, when same shall be repaired and charged against the consumer.

SECTION 17-303 THEFT OF WATER

Any person, firm, or corporation who shall by fraud or stealth in any way obtain water service without having first made application to the office of the department in regular form, shall be guilty of an offense, and upon conviction thereof shall be punished accordingly. The amount of water that has been obtained by any person, firm or corporation without such water having been permitted to go through the meter designated and placed for such person, firm, or corporation shall be estimated by the average amount used by such person, firm, or corporation during the past three (3) months that meter operated, and the person, firm or corporation shall pay for same at the rate fixed by authority of the town. In any case where theft is committed, the town shall have the right at the expense of the owner to install a boot and lock for the water meter and pit as a precaution against further theft.

SECTION 17-304 FAILURE OF WATER SUPPLY

In case the supply of water shall fail, whether from natural causes or accidents of any kind, the town shall not be liable for any damage of any kind by reason of such failure.

SECTION 17-305 TOWN LIABILITY

The town is merely a supplier of water delivered at the curb valve of the consumer's installation, and is not responsible for any damage to apparatus, equipment, or other property of the consumer, either from wear or tear or inherent defects in the installation.

SECTION 17-306 WATER METER LOCATION

The location of the water meter will be at a location on the line extension to be designated by the water department of the town.

SECTION 17-307 MAIN VALVES

All main valves throughout the entire water system are for the exclusive use of the town in making repairs, extensions, and other improvements; and no person, firm, or corporation shall, under any circumstance, use or tamper with them without written consent of the superintendent of the departments. All fire hydrants and public hydrants of all kinds are directly under the control of the town. Any person, firm, or corporation who shall tamper with or secure water from any of these places in any other way than that for which they are intended shall be guilty of an offense and shall be punished accordingly.

SECTION 17-308 RESERVOIRS, PUMPING AND FILTER PLANTS, TANKS AND TOWERS

It is an offense and unlawful for any party or parties to loiter around, climb upon, or tamper in any way with the tower and pressure tank or pumping station and filter plant. No party or parties shall loiter about the reservoir or drainage canals, climb upon the dam, hunt, fish, use boats on, or bathe, or wade in the reservoirs or drainage canals; and the reservoirs or drainage canals shall be under the supervision of the town. Any party or parties guilty of such offense shall, upon conviction thereof, be punished accordingly, except that the mayor and board of trustees may at their pleasure grant hunting, fishing, and boating privileges on the reservoir or drainage canals from season to season and at such rates as they see fit.

SECTION 17-309 REMOVAL BILLS; SPECIAL BILLS

Bill rendered on vacation of premises or bills rendered to person discontinued service must be paid on presentation.

SECTION 17-310 SERVICE REGULATION

The authority reserves the right, in cases of emergency, to govern and regulate the use of water to all consumers by resolution or proclamation as they deem proper for the public health and safety.

SECTION 17-311 FLUORIDE

In order to protect the health and welfare of the citizens of the authority, from and after the effective date of this chapter, the quantity of fluoride in the public water supply shall be controlled in such manner that the amount present in the water served to the public shall be in conformity with the policy, and subsequent changes thereto, established by the State Board of Health.

SECTION 17-312 RESTRICTING THE USE OF WATER DURING AN EMERGENCY

Water restrictions imposed by mayor. In case of emergency caused by a shortage of water in the town water system, it shall be the duty of the mayor to give immediate notice, by publication in a newspaper of general circulation in the town, to the customers of the water system, restricting the use of water obtained from the water system, as the mayor may designate for so long as such water shortage shall last. Thereafter, and until the mayor proclaims that the emergency is at an end, it shall be unlawful for any person, corporation or entity, directly or indirectly, to use water obtained from the water system for any purpose or use specifically prohibited by the public notice.

SECTION 17-313 WATER RATES.

The water rates to be charged shall be as set by resolution of the Town Board of Trustees or the Lamont Public Works Authority.

SECTION 17-314 MANDATORY WATER CONNECTION.

A. The owners of all houses, building or property used for human occupancy, employment, recreation or other purposes, situated within the corporate limits of the town and abutting on any street, alley or right-of-way in which there is located a public water lines, are hereby required at their own expense, to install suitable facilities therein, and to have such facilities connected directly with the proper public water within sixty (60) days after the date of official notice to do so; provided, that such public water line is within five hundred (500) feet of the property line.

B. Said notice shall be served by a designated agent of the Authority by delivering a true and correct copy to the property owner, or leaving the same at his usual place of residence with a member of his family over the age of fifteen (15) years, or if such owner cannot be found, by posting a copy of such notice at the front entrance of the building involved.

C. Any person who shall fail, neglect or refuse to comply with the terms of this section after having been notified to do so as provided herein shall be guilty of an offense. In the event of a continuous violation of this Section by any property owner, the Authority may discontinue the furnishing of water to such property owner, until such time as a proper water connection has been made to the dwelling.

ARTICLE 4

SEWER SERVICE

SECTION 17-401 MANDATORY SEWER CONNECTIONS

A. The owners of all houses, building or property used for human occupancy, employment, recreation or other purposes, situated within the corporate limits of the town and abutting on any street, alley or right-of-way in which there is located a public sanitary sewer of the Authority, are hereby required at their own expense, to install suitable toilet facilities therein, and to have such facilities connected directly with the proper public sewer within sixty (60) days after the date of official notice to do so; provided, that such public sewer is within five hundred (500) feet of the property line.

B. Said notice shall be served by a designated agent of the Authority by delivering a true and correct copy to the property owner, or leaving the same at his usual place of residence with a member of his family over the age of fifteen (15) years, or if such owner cannot be found, by posting a copy of such notice at the front entrance of the building involved.

C. Any person who shall fail, neglect or refuse to comply with the terms of this section after having been notified to do so as provided herein shall be guilty of an offense. In the event of a continuous violation of this Section by any property owner, the Authority may discontinue the furnishing of water to such property owner, until such time as a proper sewer connection has been made to the dwelling.

SECTION 17-402 SANITARY SEWERS, ALTERNATE DISPOSAL

A. Except as hereinafter provided in this Section, it shall be unlawful for any person to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended to be used for the disposal of sewage within the corporate limits of the Town.

B. Where a connection to a public sanitary sewer line is not required under the provisions of 17-507, a private septic tank or cesspool facility for sewage disposal may be constructed and maintained, provided it is constructed and maintained under the rules and regulations of the Health Officer and in compliance with the recommendations and requirements of the Oklahoma State Department of Health. No septic tank or cesspool shall be permitted to discharge to any public sewer or natural outlet.

C. In the event geographical, topical, or other terrain features prevent direct connecting into the public sewage disposal system, no private sewage disposal system will be authorized when a lift station will suffice.

D. Construction of a private sewage disposal system is prohibited unless and until authorization is granted by the Authority or until he proposed construction has been approved by the Oklahoma State Department of Health.

E. The owner of private septic tanks or cesspools shall operate and maintain the same in a sanitary manner at all times, at no expense to the Town, Authority, and no statement contained in this Article shall be construed to interfere with any additional requirements that may be imposed by the State Health Officer.

F. At such times as a public sewer becomes available to a property served by a septic tank or cesspool, a direct connection shall be made to such public sewer in compliance with Section 17-507, and the septic tank or cesspool shall immediately be abandoned and filled with suitable material.

SECTION 17-403 PENALTIES.

A. It shall be unlawful for any person to maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenances, or equipment which is a part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

B. Any person found to be violating any provision of this chapter shall be served by the owner with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

C. Any person who shall continue any violation beyond the time limit provided for in this section shall be deemed guilty of a violation thereof, and upon conviction thereof shall be punished as provided in Section 1-108 of this code for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

D. Failure to pay monthly bills for water or sanitary sewer service when due or repeated discharge of prohibited waste to the sanitary sewer shall result in disconnection of any and all services to the water or sanitary sewer lines of the owner.

SECTION 17-404 SEWER RATES

The sewer rates to be charged shall be as set by resolution of the Town Board of Trustees or the Lamont Public Works Authority.

ARTICLE 5

SOLID WASTE COLLECTION AND DISPOSAL

SECTION 17-501 DEFINITIONS

For purpose of this Article, the following words shall have the following meanings:

A. Bags: Weather resistant plastic bags, securely tied about the top, and of sufficient strength to hold the load when picked up and carried without supporting the bottom, into which all residential users shall place their garbage and refuse. If the garbage and refuse is placed in such properly secured plastic bags, the plastic bags can be placed for collection without the necessity of placing such plastic bags in a secondary container or other trash can. If the Contractor provides poly-carts, the garbage and refuse must be bagged as provided herein before placement into the poly-cart.

B. Bulky Waste: Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals or Hazardous Waste with weights or volumes greater than those allowed for Bins or Containers, as the case may be.

C. Town: The Town of Lamont, Oklahoma.

D. Collectible limbs and brush: Trees, shrubs and brush trimmings, placed for collection by the Contractor, securely tied together forming an easily handled package, not exceeding four (4) feet in length or 50 lbs. in weight, and placed at the regular place of collection.

E. Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring solid waste collection, not a Residential Unit.

F. Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

G. Container: A two (2) cubic yard receptacle used for commercial and industrial solid waste users.

H. Contractor: The person, corporation or partnership performing solid waste collection and disposal services for the Town.

I. Dead Animal: Animals that have expired from any cause.

J. Disposal Site: A solid waste depository, including but not limited to sanitary landfills and/or convenience centers, licensed, permitted or approved to receive for processing or final disposal of solid waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

K. Garbage: Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); excepting (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste or Rubbish.

L. Hazardous Waste: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

M. Location: All bags or poly-carts for residential collection shall be located in the alley (or within ten feet (10') of the traveled portion of the roadway or street, if no alley access exists) or at such other location on the user's premises as designated by the Mayor. For disabled residential users, the term "location" shall mean placement of the garbage and refuse not more than seventy-five feet (75') from the street.

N. Refuse: This term shall refer to Rubbish, Bulky Waste, Construction Debris and Collectible limbs and brush.

O. Residential Unit: A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than two families. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A condominium dwelling, whether of single or multilevel construction, consisting of four or

more continuous or separate single-family dwelling units, shall be treated as a Unit, with a common refuse container or containers, except that each single-family dwelling within any such Unit will be billed either separately as a Residential Unit or collectively on a single bill to the management as a multiple of Residential Units an appropriate extension of the residential rates.

P. Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping, crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage or Hazardous Waste.

Q. User: An occupant of a Commercial, Industrial, or Residential Unit who generates refuse.

SECTION 17-502 USE REQUIRED

Except as herein otherwise authorized by the Mayor, all garbage and refuse accumulated in the Town shall be collected, conveyed and disposed of by the Town, or the Contractor, and not by any other person.

SECTION 17-503 MAYOR

All garbage and refuse accumulated in the Town shall be collected, conveyed and disposed of by the Contractor, under the supervision of the Mayor. The Mayor is hereby authorized to implement the duties and obligations of the Town and to supervise the actions of the Contractor pursuant to the terms and conditions of the Contract in effect between the Town and Contractor (hereinafter the "Contract"). Such Contract and any amendment thereto in the future, are hereby incorporated into this Article by reference as if fully set out.

SECTION 17-504 COLLECTION PRACTICES--GENERALLY

A. Collection Location. Garbage and refuse shall be placed for collection by all users in a location as directed by the Contract and Mayor.

B. Poly-carts: If a poly-cart is furnished for use to the residential user, it shall be used by such residential user. Curbside residential service requires the placement of garbage and refuse in bags and in poly-carts, if provided by the Contractor.

C. Sharing Commercial Containers. In commercial areas where users have small volumes of waste, arrangements may be made with the Town for such users to share containers and their cost. Such arrangements shall be made with the knowledge and consent of the Town.

D. Holidays. Collections will not be made on the following holidays:

1. New Year's Day

2. Memorial Day;
3. Independence Day;
4. Labor Day;
5. Thanksgiving Day;
6. Christmas Day.

If a collection day falls on a holiday, collection will be the following day for commercial and industrial users and on the next regularly scheduled pickup day for residential users.

E. Complaints about Contractor to Town. If any user maintains the Contractor is in violation of the Town's ordinances or the Contract, the user shall report such matter to the Mayor who shall investigate same and take appropriate action.

F. Complaints about Contractor to Contractor. All complaints made directly by users to the Contractor shall be recorded in writing by the Contractor and shall be given prompt and courteous attention. The record shall report the following information: (i) name of complaining user, (ii) nature of the complaint, including time and date of complaint, (iii) any reason of Contractor for nonperformance, and (iv) the date and time of correction by Contractor, if any. If, within any given month, the Contractor shall fail to record any such complaint, the same shall be deemed an act of noncompliance. The Town may review these records of the Contractor at any time. In the case of an alleged missed scheduled collection, the Contractor shall investigate and if such allegations are verified, shall arrange for the collection of the refuse not collected within 24 hours after the complaint is received or within eight (8) working hours after a collection order is issued by the Town, whichever occurs sooner. Contractor shall, at its own expense, provide a manned telephone answering service during regular office hours Monday through Friday, 8:00 A.M. to 5:00 P.M., for the purpose of handling complaints and other calls regarding collection and disposal services provided by Contractor. Contractor shall secure an annual toll-free telephone listing which can be used at no cost by the users.

G. Rates Charged the Public. The Town may charge the users for solid waste collection and disposal services such monthly rates as are approved by motion or resolution of the town or authority.

H. Miscellaneous Rules.

1. Users may place one discarded Christmas tree for collection during the two-week collection scheduled by the Town.

2. Extra refuse and garbage collection will be provided on an on-call basis for each and every user. Extra refuse and garbage collection may consist of unbundled landscape waste and bulky items such as furniture, carpet and white goods, building refuse resulting from demolition or construction projects, and any other items too large for the regular solid waste collection routes to accept. Extra refuse and garbage collection as described above that cannot be collected by the regular solid waste collection route will be paid for separately by the user. Contractor's price per loose cubic yard of extra refuse and garbage collection shall be as set out in the contract.

3. Pickup at each user's location shall be done in such a manner as to avoid spills whenever possible. All materials hauled by Contractor shall be contained, tied or enclosed to prevent any leaking, spilling or blowing. Any spills that do occur shall be promptly cleaned up by Contractor at no cost to the Town or the user.

4. Each user shall provide access to the Contractor to the area where the garbage and refuse deposited for collection is to be placed.

5. All provisions contained in the Contract and pertaining to users shall be followed at all times by the user and Contractor.

SECTION 17-505 STORING OF TRASH.

A. No person shall place any trash in any street, alley, or other public place, or on any private property, whether owned by said person or not, except in proper containers for collection or under express approval granted by the Town, nor shall any person throw or deposit any trash in any stream or other body of water.

B. Any unauthorized accumulation of trash on any premises is hereby declared to be a nuisance and is hereby prohibited.

C. No person shall cast, place, sweep or deposit anywhere within the Town any trash in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place, or into any occupied premises.

SECTION 17-506 POINTS OF COLLECTION FOR BRUSH AND YARD TRIMMINGS

Collectible limbs and brush and yard trimmings shall be placed within ten (10) feet of the curb of the street from which collection is made or at the edge of the roadway where there is no curb or at such other location as designated by the Mayor.

SECTION 17-507 OTHER MATTERS

A. The removal of wearing material, bedding or other refuse from homes or other places where highly infectious or contagious diseases have prevailed should be performed under the supervision and direction of the Mayor. Such refuse shall not be placed in containers for regular collection.

B. Highly inflammable or explosive materials shall not be placed in containers for regular collection but shall be disposed of as directed by the Mayor at the expense of the owner or possessor thereof.

C. The actual producers of refuse or the owners of premises upon which refuse is accumulated, other than residential, who desire personally to collect and dispose of such refuse, or persons who desire to dispose of waste material not included in the definition of refuse and collectors of refuse from outside the Town who desire to haul over the streets of the Town shall use a watertight vehicle so operated as to prevent offensive odors escaping there from and refuse from being blown, dropped or spilled. All such collection and containers shall be approved by the Town. Disposal of such refuse shall be made outside the limits of the Town, except as specifically permitted by the Town.

D. Carry out service shall be provided for the disabled person if such individual provides certification to the Mayor that he/she is the head of household and provides documentation from a recognized agency (social security, veterans administration) private insurance company, pension fund or other disability documentation acceptable to the Mayor and further certifies that no other person or member of the household is physically capable of placing the container for curb side service and further certifies the address where the applicant resides. If such documentation is approved by the Mayor, the user will receive carry out service at curb side rates. Any person making a false or incorrect certification shall be guilty of an offense and shall further be liable for the monthly charges for carry out service for the prior months the person received such service at curb side rates. Certifications must be renewed on July 1 of each year.

E. The charges for residential, commercial and industrial service shall be as provided by motion or resolution of the town or authority. A user or customer failing to pay the refuse collection charge on or before the date the charge becomes due shall be charged a late payment penalty of ten (10) percent in addition to the regular bill; and if not paid thereafter as provided in this code, such delinquency shall be cause for immediate discontinuing or disconnecting of the water connection or refuse collection service or both (after following all Town administrative procedures for disconnecting a utility). Penalties, charges and fees shall be paid before either or both the refuse collection service and water service are reestablished. The stoppage of services for nonpayment of collection charges shall be in addition to the right of the Town to proceed for the collection of unpaid charges through legal action.

SECTION 17-508 USE OF ANOTHER'S TRASH CONTAINER

Except as otherwise provided herein, it shall be unlawful for any person to use another person's trash container, whether the container is furnished by the Town or the Contractor or by the individual or some other person, without permission of such other person.

ARTICLE 6

PIONEER LONG DISTANCE INC.

SECTION 17-601 DEFINITION OF TERMS

- a. BASIC VIDEO means the tier of Video Service regularly provided to all Subscribers that include the retransmission of local broadcast television signals.
- b. VIDEO SERVICE means the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.
- c. VIDEO SYSTEM means a facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment or other equipment that is designed to provide Video Service or other services to Subscribers.
- d. FCC means Federal Communications Commission or successor governmental entity thereto.

- e. FRANCHISE means the initial authorization or renewal thereof, issued by Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Video System for the purpose of offering Video Service or other service to Subscribers.
- f. FRANCHISING AUTHORITY means the Town of Lamont, Oklahoma, or the lawful successor, transferee or assignee thereof.
- g. GRANTEE means Pioneer Long Distance, Inc., or the lawful successor, transferee or assignee thereof.
- h. GROSS REVENUES means the monthly revenues for the provision of Video Service received by Grantee from Subscribers located within the Service Area from Basic, Extended Basic Service and all other Video Programming Offerings. Gross Revenues does not include any taxes or fees on Video Service which are imposed directly or indirectly on any Subscriber by any governmental unit or agency and which are collected by Grantee on behalf of such governmental unit or agency
- i. PERSON means an individual, partnership, association, joint stock company, and trust corporation or governmental entity.
- j. PUBLIC WAY means the surface of and the space above and below, any public street, highway freeway, bridge, land, path, alley, circle, or other public right-of-way including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by Franchising Authority in the Service Area which shall entitle Franchising Authority and Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Video System. Public Way also means any easement now or hereafter held by franchising Authority within the Service Area for the purpose of public travel or for utility or public service use dedicated for compatible uses and shall include other easements or right-of-way as shall within their proper use and meaning entitle Franchising Authority and Grantee to the sue thereof for the purposes of installing or transmitting Grantee's Video Service or other service over poles, wires, cables conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments and other related property or equipment as may be necessary or appurtenant to the Video System.
- k. SERVICE AREA means the present municipal boundaries of Franchising Authority and shall include any additions thereto by annexation or other legal means, excepts as limited by the technology available to Grantee as it presently exists or may exist in the futures.
- l. SUBSCRIBER means a user of the Video System who lawfully received Video Service or other service therefrom with Grantee's express permission.
- m. VIDEO PROGRAMMING means programming provided by or generally considered comparable to programming provided by a television broadcast station.

SECTION 17-602 GRANT OF FRANCHISE

GRANT. Franchising Authority hereby grants to Grantee a nonexclusive Franchise which authorizes Grantee to construct and operate a Video System and offer Video Service

and other service in, along, among, upon, across, above, over, under or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on over, under upon, across or along any Public Way and all extensions thereof and additions thereto, such pose, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Video System.

TERM. This franchise will take effect and be in full force and effect immediately and shall continue in full for and effect for the term of ten(10) years from July1, 2005 thru June 30, 2015, said date being the effect date of this Ordinance.

FAVORED NATIONS. In the Event Franchising Authority enters into a franchise, permit license, authorization or other agreement of any kind with any person other than Grantee to enter into Franchising Authority's streets and public ways for the purpose of constructing or operating a Video System or providing Video Service to any part of the Service Area, the material provisions thereof shall be reasonably comparable those contained herein, in other that one operator not be granted an unfair competitive and advantage over another, and to provide all parties equal protection under the law. In the event Grantee shall enter into another cable television franchise with any political subdivision within a One Hundred (100) mile radius from the Town, providing for technological improvements or upgrades not currently available in the town, Grantee shall Notify the Franchising Authority of the same with in thirty (30) days of the effective date of the other permit or franchise.

Following notification Grantee shall submit a schedule for providing the same technological improvement's or upgrades to be effectuated within the same period of time as the other permit; provided however that Grantee is able to recoup its costs in a manner consistent with the terms agreed upon in the other political subdivision. The franchising Authority may grant extension where necessary, upon application by the Grantee when reasonable cause is demonstrated.

SECTION 17-603 STANDARDS OF SERVICE

CONDITIONS OF STREET OCCUPANCY. All transmission and distribution structures, poles, other lines and equipment installed or erected by Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. Town of Lamont, reserves the right of reasonable regulation of the erection, construction or installation of any facilities by the Grantee and to reasonably designate where such facilities are to be placed within the Public Ways and places. In the event that at any time during the period of this Franchise, Town of Lamont shall lawfully elect to alter, or change the grad of any street, alley or any Public Way, the Grantee, upon reasonable notice by the Town of Lamont, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.

RESTORATION OF PUBLIC WAYS. If during the course of Grantee's construction, operation or maintenance of the Video System there occurs a disturbance of any Public Way

by Grantee, it shall, at its expense, replace and restore such Public Way to condition at least as good as the condition of the Public Way existing immediately prior to such disturbance.

SAFETY REQUIREMENTS. Construction, installation and maintenance of the Video System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state and local regulations and the Grantee shall at all times during the life of this Franchise, be subject to all lawful exercise of the police power by the Town of Lamont and to such reasonable regulations as the Town of Lamont shall hereafter by resolution or ordinance provide. The Video System shall not unreasonably endanger or interfere with the safety of Persons or property in the Service Area.

REQUIRED EXTENSIONS OF SERVICE. Grantee is hereby authorized to establish and to extend the Video System as desirable or as required pursuant to the terms thereof within the Service Area as defined in Article 6 (k) of this Ordinance. The Video System shall be installed and fully operational within as much of the Service area as feasible on or before the 1st day of July, 2005.

SECTION 17-604 REGULATION BY FRANCHISING AUTHORITY.

FRANCHISE FEE. On or before the 31st day of January and the 31st day of July of each year in which this Franchise is effective, Grantee shall pay the Town of Lamont a sum equal to Five percent (5%) of the gross revenue as herein defined, received by Grantee from Basic, Extended Basic Service and all other Video Programming Offerings for the preceding six (6) month period ending on the 31st day of December and the 30th day of June, respectively, as a Franchise Fee for the use of the streets and other facilities of Franchising Authority in the operation of the Video System and in lieu of occupation or license taxes. Grantee shall keep true and accurate books and records relating to its operation of the Video System. During the Term of this Franchise, the Franchising Authority, through its designated representative, may upon reasonable notice within Grantee's regular business hours inspect and make copies of such portion of the books and records as to relate to Subscribers to Basic and Enhanced Video Service, in order to determine the accuracy of any and all of Grantee's statements and payments rendered pursuant to this agreement, provided, however, the provision of such records will not violate the private provision of the Telecommunications Act of 1934 as amended.

RATES AND CHARGES. Franchising Authority may not regulate the rates for the provision of Video Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time and at any time, Grantee has the right to modify its rates and charges at its discretion and without consent of Franchising Authority including, but not limited to, the implementation of additional charges and rates; provided, however that Grantee shall give notice to Franchising Authority of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

TRANSFER OF FRANCHISE. The Grantee's legal, character, financial, technical and other qualifications, have been approved and the Grantee shall not transfer this Franchise to any non-affiliated person, firm or corporation without prior approval of Franchising

Authority. All provisions of this Ordinance shall be binding upon Grantee, its successors, lessees and assigns, whether expressly stated herein or not.

SECTION 17-605 INSURANCE, INDEMNIFICATION AND BONDS OR OTHER SURETY

INSURANCE REQUIREMENTS. Grantee shall maintain in full force and effect during the term of the Franchise, at its own cost and expense Comprehensive General Liability and property Insurance in an amount not less than \$1,000.000 with the Town of Lamont named as an additional insured, said insurance to be carried with an insurance company with a recognized national rating acceptable to the Town of Lamont. This Comprehensive General Liability and Property Insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damaged to property resulting from Grantee's automobiles, products and completed operations. The following endorsements shall attach to the liability policy:

- 1) The policy shall cover personal injury as well as bodily injury.
- 2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to the bodily injuries, personal injuries, and property damage.
- 3) Broad form property damage liability shall be afforded.
- 4) An endorsement stating that the policy shall not be cancelled without thirty (30) days written notice of such cancellation given to the Franchising Authority.

Grantee shall also obtain and maintain workers' compensation insurance for all Grantee's employees, and in case any work is sublet, Grantee shall similarly require any subcontractor to provide workers' compensation insurance from all subcontractor's employees, all in compliance with State laws in the statutory amount and to fully protect the Franchising Authority from any and all claims arising out of occurrences on the work. Grantee hereby indemnifies Franchising Authority for any damage resulting to is from failure of either Grantee or any subcontractor to take out and maintain such insurance.

Grantee shall submit to Franchising Authority documentation of the required insurance including a certificate of insurance signed by the insurance agent and companies named as well as all properly executed endorsements.

SECTION 17-606 ENFORCEMENT AND TERMINATION OF FRANCHISE.

NOTICE OF VIOLATION. In the event that Franchising Authority believes that Grantee has not complied with the terms of the Franchise, it shall notify Grantee in writing of the exact nature of the alleged default.

GRANTEE'S RIGHT TO CURE OR RESPOND. Grantee shall have sixty (60) days from receipt of the notice described in "notice of violation" to cure such default. In the event that, by the nature of the default, such default cannot be cured within the sixty (60) day period, Grantee shall be allowed additional reasonable time to cure such default, upon written consent of Franchising Authority, which consent will not be unreasonably withheld. In the event Grantee fails to cure any default as provided for herein, the Town of Lamont may immediately terminate this Franchise without further notice to Grantee.

ACTS OF GOD. Grantee shall not be held in default of the provision of the Franchise, nor suffer any enforcement or penalty relating thereto, where such alleged default is caused by strikes, acts of god, power outage or other events reasonably beyond its ability to control.

SECTION 17-607 MISCELLANEOUS PROVISIONS.

PREEMPTION. If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Franchise, then to the extent such jurisdiction shall preempt and supersede or preclude the exerciser of the like jurisdiction by Franchising Authority, the jurisdiction of Franchising Authority shall cease and no longer exist.

EMPLOYMENT REQUIREMENTS. Grantee shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, religion, age, national origin or sex. Grantee shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

ACTIONS OF FRANCHISING AUTHORITY. In any action by either Franchising Authority or Grantee or representatives thereof mandated or permitted under the terms hereof, such party shall act in a reasonable expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

NOTICE. Unless expressly otherwise agreed between the parties, every notice or response to be served upon Franchising Authority or Grantee shall be in writing and shall be deemed to have been duly given to the required party five (5) business days after having been posed in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid at the Post Office or branch thereof regularly maintained by the U.S. Postal Service.

The notices or response to Franchising Authority shall be addressed as follows:

Town of Lamont
P.O. Box 414
Lamont, OK 74643

The notices or responses to Grantee shall be addressed as follows:

Pioneer Long Distance, Inc.
Attention: Division Manager
P.O. Box 539
Kingfisher, OK 73750

Franchising Authority and Grantee may designate such other address or addresses from time to time by giving written notice to the other party.

DESCRIPTIVE HEADINGS. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

SEVERABILITY. If any Section, sentence, paragraph, term or provision hereof is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect to the term of the Franchise or any renewal or renewals thereof.

