

Tropic Town Ordinance Water & Sewer Ordinance

No. # 1-14-2016

This Ordinance shall be known as THE TOWN WATER AND SEWER ORDINANCE. Notwithstanding the rules, regulations, rates, charges and other provisions regulating the water and sewer system of the town, as adopted herein, all or any of the provisions hereof may be amended by an ordinance of the Town council unless prohibited or not permitted by law; and repealing and superseding any provisions in conflict therewith.

The revenues and expenditures of and from the water system shall be kept and maintained separately from those of the sewer system, and separate books of record shall be established and sustained. Revenues from either system may be pledged for separate debt of that system without obligating the other system and without any implication that a debt of one is the debt of the other.

BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF TROPIC, GARFIELD COUNTY, STATE OF UTAH:

WHEREAS, the Town of Tropic, a municipal corporation of the State of Utah, is the owner of a Culinary Waterworks System for the purpose of furnishing water to the residents of said Town under a system of facilities and it is necessary to adopt an ordinance for the controlling of the System, including the setting of fees for culinary water services and amending and, where necessary, repealing water ordinances and resolutions heretofore adopted in conflict herewith; and

WHEREAS, it is necessary to repeal the Water Ordinance #14-100 ("A.M. Ferro" 1981 Edition, ULCT) & Tropic Town Water Ordinance #1991-04, Increasing Monthly Sewer Rates & W/S Hookup Rates #1999-6-16 and Resolution #90811 Revising Commercial Sewer Rates, Resolution #91307 Residential Sewer Rate Increase, Resolution #22207 Section B: Dormant Water Sewer Rates, and Resolution #31411 Billing Procedures Section D of the Town of Tropic; and which may be inconsistent or in conflict with this Ordinance or which may in any respect create an ambiguity, an uncertainty or, if applied, any vagueness respecting the express terms of this ordinance are hereby expressly repealed and the provisions of this Ordinance shall prevail over all enactments of the Town of Tropic relating to its culinary water system; otherwise, any provisions, different duties, responsibilities, rights, entitlements or powers not in conflict herewith shall have no applicable force or effect after the adoption and posting of this Ordinance, but shall remain in effect respecting the Culinary Water System consistent herewith; and

WHEREAS, the Town of Tropic, a municipal corporation of the State of Utah, is the owner of a wastewater sewer system for the purpose of providing wastewater services; and

WHEREAS, it is necessary to repeal the Sewer Ordinance #14-200 ("A.M Ferro" 1981 Edition, ULCT); and

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

Section 1:     Culinary Water Department and Sewer System

The Culinary Water & Sewer Departments of the Town of Tropic is hereby created. It shall administer the operation and maintenance of the culinary water and sewer systems of the Town.

So far as is practically appropriate, these Departments shall operate and be governed separately from the Irrigation water system of the Town.

Section 2: SUPERINTENDENT

There is hereby created the position of Superintendent of the Culinary Water & Sewer Systems. The title shall be sometimes stated "Superintendent" to indicate and parallel the custom, usage and practice of distinguishing a culinary water & waste water/sewer supervisor or administrator as a "Superintendent" and also to distinguish the office from that of the irrigation water system "Superintendent".

When the term "water" or "sewer" is used in this ordinance, including its use in the application for water and sewer revenue embodied in this Ordinance it shall be deemed to apply specifically and exclusively to culinary water and sewer furnished under this system, except where the context indicates to the contrary, particularly but no exclusive where intermingling of culinary and irrigation water is prohibited.

Section 3: DUTIES OF SUPERINTENDENT

The superintendent of the Systems shall manage and supervise the Systems pursuant to the provisions of this Ordinance and pursuant to resolutions, rules and regulations adopted by the Town Council from time to time prescribing his powers and duties and directing the manner and frequency with which he shall make reports to the Mayor relating to the water & sewer systems. All of the functions and activities of the Superintendent shall be carried on under the direction of the Mayor or Council Member appointed by the Mayor.

Section 4: Application for Culinary Water Connection

Any person, other than a sub-divider or developer seeking multiple connections, who desires or is required to secure a new connection to the Culinary Water System, shall file with the water department for each such connection, a written and signed connection application in substantially form. (Appendix A)

Section 5: Application For Water Connection by Subdivider or Commercial Developer

Whenever a Sub-divider or Commercial Developer desires or is required to install water connections and extensions for a subdivision or development, the sub-divider shall enter into a written extension agreement which shall constitute an application to make the extension and connections and an agreement specifying the terms and conditions under which the water extensions and connections shall be made and the payments that shall be required, all of which shall be fixed by the Town and paid by applicant. (Appendix B)

Section 6: Application for Water & Sewer Service

Any person, sub-divider or developer who desires or is required to secure water & sewer services when such service is available from the Town water/sewer systems, shall file a written application and agreement for the service. (Appendix C-D; E-F; G-H)

Section 7: Non-Owner Application – Agreement of Owner

Applications for water & sewer services made by the tenant of any owner must, in addition to Section 6, be guaranteed by an agreement signed by the owner or the premises or his duly authorized agent and shall pay a deposit of \$100, refundable at the time of service is discontinued and upon finding no delinquent charges.

(Appendix I)

Section 8: Non-Resident Application

An application for a connection outside the corporate limits of Town of Tropic shall be required.

Section 9: Water Rates and Connection Fees

- (1) The rates, penalty fee for delinquency in payment, connection fee, inspection fee, reconnection fees, and other charges incidental to the connection and services from the Town’s culinary water system shall be fixed from time to time by resolution enacted by the Town Council. The Town Council may, from time to time, promulgate rules for levying, billing, guaranteeing and collecting charges for culinary water services and all other rules necessary for the management and control of the System.
- (2) Rates for services furnished shall be uniform with respect to each class or classes or service established or that may hereafter be established. Rates may be established at different levels for premises outside the corporate boundaries of the Town.
- (3) Water and Sewer connection purchaser will hereby have one (1) year, after purchase, to connect to the Tropic Town systems; after which, if not connected, will be void and the connection will be lost.
- (4) Water and Sewer Connections will only be approved upon proof of Garfield County Building Permit.

Section 10: Water Connection & Impact Fees and Service Charges

Until further Resolution or Order by the enacted legislation as provided in Section 9 the schedule of Connection, Impact and user fees shall be as follows:

A. Inside Town Limits Water Connection Fees:

(1) Residential Connection Fees:

Culinary Water Connection Fee	¾" Meter	\$1,000
	1" Meter	\$2,000

Additional cost above the connection fee may be implemented for extended connection; of which will be paid by the owner/developer.

(2) Commercial Connection Fees:

Culinary Water Connection Fee	1 ½" Meter	\$3,000
	2" Meter	\$4,000

Additional \$1,000 per nightly rental room

B. Inside Town Limits Water Impact Fees:

(1) Residential Impact Fees:

Culinary Water Impact Fee		\$1,000
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(2) Inside Commercial Impact Fees:

Culinary Water Impact Fee	1 ½" Meter	\$3,000
Culinary Water Impact Fee	2" Meter	\$4,000

Additional \$1,000 per nightly rental room

C. Outside Town Limits Water Connection Fees:

(1) Non-Residential or Commercial: All dimensions, sizes, and capacities to be fixed, when and if application therefore is approved by the Town Council. (Appendix J)

D. Inside Town Limit Water User Fees:

- (1) \*Minimum Base Rate per month for Residential connections: \$33
- (2) \*\*Minimum Base Rate per month for Commercial connections: \$33

\*Residential

\*\*Commercial: Residential Businesses with more than 2 employees; Apartment/Trailer/Housing Rentals less than 30 days; Lodging Accommodations: Bed & Breakfast, Guesthouses, Inns, Motel Businesses, Vacation Rentals, Restaurants & other eating establishments, Community Centers, Churches, Salons, Elementary and High School facilities, Recreational RV Parks and other nightly rental businesses as determined by the Town Council.

The minimum monthly charge shall entitle the user to 10,000 gallons of culinary water per month. The minimum charge shall be applicable to all connections purchased or connected to the system for both Residential and Commercial.

Meters will be read April – October & as needed; for use exceeding 12,000 gallons per month a charge of \$3.75 shall apply for each one thousand (1,000) gallons over the allotted 12,000.

All connections will be subject to monthly water bill rates as long as the meter is connected; terms and conditions previous identified as “winter rates”, “inactive” or “dormant” rates are repealed. Tenants/Renters

shall pay \$100 meter deposit, of which is refundable at the time service is discontinued and or applied to the balance due.

(3) Usage Fees and Restrictions Outside Town Limits:

a. Charges for usage outside the corporate limits of Town of Tropic, not only as to the minimum, but also as to all overages shall be, until otherwise provided by Resolution or Ordinance, the same fees Inside Town Limits; however,

b. The Town Council may at any time change rates, eliminate services, restrict amount of usage or modify any provision, policy or procedure for Non-Resident use without giving any user notice without hearing or without application. This is a mandatory provision based on the irrevocable, perpetual policy of the Town of Tropic that the Municipality has no obligation to deliver on permanent, continuing temporary, quantity, quality or any other basis to a user outside the Town limits.

E. Special Rates:

The Town Council may, from time to time, fix by agreement or resolution special rates and conditions for users using exceptionally large amounts of water service or making use of the System under exceptional circumstances, upon such terms and conditions as they may deem proper.

Section 11: Sewer Connection & Impact Fees

Until further Resolution or Order by the enacted legislation as provided in Section 9 the schedule of Connection, Impact and user fees shall be as follows:

A. Inside Town Limits Sewer Connection Fees

(1) Residential Connection Fees:		\$1,000
(2) Commercial Connection Fees:	1 ½" Meter	\$3,000
	2" Meter	\$4,000

a. Plus an additional \$1,000 per nightly room rental

\*Residential

\*\*Commercial: Residential Businesses with more than 2 employees; Apartment/Trailer/Housing Rentals less than 30 days; Lodging Accommodations: Bed & Breakfast, Guesthouses, Inns, Motel Businesses, Vacation Rentals, Restaurants & other eating establishments, Community Centers, Churches, Salons, Elementary and High School facilities, Recreational RV Parks and other nightly rental businesses as determined by the Town Council.

B. Inside Town Limits Sewer Impact Fees

(1) Residential Impact Fees:	\$1,000
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(2) Commercial Sewer Impact Fees:	1 ½" Connection	\$3,000
	2" Connection	\$4,000

a. Plus an additional \$1,000 per nightly rental room

C. Inside Town Limit Sewer User Fees:

(1) \*Minimum Base Rate per month for Residential connection: \$24

(2) \*\*Minimum Base Rate per month for Commercial connection: \$48

(a) Plus an additional \$5 per every rental room associated with nightly rental business.

(b) High Capacity Users, i.e. Laundromats, Schools, Car Wash, etc. shall be billed as per Town Council.

Section 12: Individual Unit

A water connection shall be required for each individual unit as establish in Town of Tropic. For the purpose of this Ordinance, an "individual unit" is defined as a separate residence, building, commercial establishment, summer or recreational or other similar unit for use or served by culinary water, whether or not maintained in the same group or other units or parcels and each separate unit shall be required to pay minimum rates herein specified.

Section 13: Use without Payment Prohibited

It shall be unlawful for any person by himself, family, servants or agents to utilize the culinary water system without paying therefor, as herein provide, or without authority, to open any pipe, line, connection stopcock, valve or other fixtures attached to the system of culinary water supply unless it is done pursuant to proper application, agreement or resolution. It shall be unlawful to injure, deface or impair any part or appurtenance of the water system or to cast anything into any reservoir or facilities appurtenant or contributing to the culinary water system. It shall be a criminal offense in any way to pollute any water source, watershed, drainage area, or any part of or contributing to the culinary water system.

Section 14: Turning on Water After Being Turned Off Prohibited

(1) It shall be unlawful for any person, after the water has been turned off from the premises for non-payment of culinary water charges or other violations of the ordinance, rules, regulations, or resolutions pertaining to the water supply, to turn on or to allow the water to be turned on or used without authority from the Superintendent or other authorized personnel.

(2) A charge of \$100 is hereby applied to anyone that opens any pipe, line, connection stopcock, valve or other fixtures attached to the system, other than the Water Superintendent or other authorized personnel.

Section 15: Delinquency – Discontinuance of Service

- (1) The governing body of Tropic Town shall affix a billing date for water services from time to time. Payment is due the last day of each month.
- (2) A charge of \$100 for a disconnection and a \$100 fee for reconnection of services is hereby applied for non-payment of water and sewer services.
- (3) The Clerk or Superintendent shall furnish to each user, or mail to, or leave at his place of residence or usual place of business, a written or printed statement stating thereon the amount of water service charges assessed against him once each month or at such other regular intervals as the Town Council shall direct.
- (4) The Statement shall specify the amount of the bill for the water service and the place of payment and date due. If any person fails to pay the water charges within (60) days from the date due, the Clerk or Superintendent shall give the consumer notice in writing of intention to discontinue the service to the consumer unless the consumer pays the past due bill within (5) Days from the date of notice.
- (5) If the culinary water service is thereafter discontinued for failure to make payment, then before the water service to the premises shall again be provided, all delinquent water charges must have been paid to the treasurer or arrangement made for their payment in a manner satisfactory to the Town. In the event water is turned off for non-payment of water charges then before the water service shall again be provided, the consumer shall pay, in addition to all delinquent water charges, the disconnection & reconnection charge of \$200 must be paid. Authorized personnel is hereby authorized and empowered to enforce payments of all delinquent water charges.
- (6) Delinquency in the payment of monthly user fees shall bear interest at the rate of 10% per month against the unpaid amount of the 30 days past due, and delinquencies in excess of 30 days shall result in the termination of all culinary water service until the delinquent amount plus interest accrued shall be paid to the Town. In the event the owner of any of the premises, or the tenant or occupant, the Town may cause the water to be shut off from such premises, and shall not be required to turn the same on again until all arrears for water furnished shall be paid in full. Noting in this Section shall be deemed to require the Town to connect any premises until the full connection fee and any security deposit impose are both and all paid in full.
- (7) The Property owner/Landlord or any other person entitled to the premises shall always be liable for both water and sewer charges, fees, and costs, accumulated against all premises, whether incurred by owner or by tenant or any person in possession.

Section 16: Separate Connections

It shall be unlawful for two or more families or service users to be supplied from the same service pipe, connection, water outlet or discharge unless special permission for such combination usage has been granted by the Town Council and the premises served are owned by the same owner.

In all such cases, a failure on the part of any one of the users to comply with this section shall warrant a withholding of a supply of water through the service connections until compliance or payment has been made, and in any event, the property owner shall be primarily liable to the Town for all water services utilized on all such premises. Nothing herein shall be deemed to preclude the power of the Town to require separate pipes or connections at a subsequent time.

Section 17: Interconnection Prohibited

No interconnection, cross-connection or other joining of the culinary and irrigation systems by any existing or future water user of the Town shall be permitted, and any such interconnection shall be punishable by a fine or not more than \$300, and the owner of record of such property found to have such interconnection upon it shall bear all costs associated with the destruction and removal of such interconnecting device or apparatus.

Section 18: Period for Visitors

Individuals visiting the premises of an authorized user in a recreational vehicle not including a mobile home and continuing to live therein during the period of visitation may receive water services from the service pipes or facilities of the host during the visitation period which shall not exceed one month. Continued use thereafter shall be deemed unauthorized and violation of the provisions of this part relating to separate connections and unauthorized use.

Section 19: Limited Water Use

During those times when the Town Council may find that a shortage exists, limitations shall be placed on the usage of culinary water and Water Emergency Actions be followed (Resolution # R-71207), or at the discretion of the Town Council.

Section 20: Unauthorized Users

It shall be unlawful for any water service user to permit any person from other premises or any unauthorized person to use or obtain water service regularly from his premises or water facilities, either outside or inside his premises.

Section 21: Liability for Damaged Equipment

All damages or injury to the lines, meters, or other materials or the Town on or near the consumer shall in the consumer's premises caused by an act or neglect of the consumer shall in the discretion of the Town be repaired by and at the expense of the consumer, and the consumer shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue to the Town through its efforts to repair the damage to the lines meters, or to other equipment of the department or collect such costs from the consumer.

Section 22: Facilities To Be Kept In Good Repair

All users of water service shall keep their service pipes, connections and other apparatus in good repair and protected from frost at their own expense. No person except under the direction of the Superintendent shall be allowed to dig into the street for the purpose of laying, removing, or repairing any service pipe.

Section 23: Quality of Service Pipe

- (1) All service and other pipe used in conjunction with the water services of the Town shall be of such material, quality, and specifications as the Town Council may, from time to time by resolution, provide and shall be installed at such distances below ground as may be specified by regulations relating to the water department.

All work, alterations, or extensions affecting water pipes shall be subject to the acceptance of the water Superintendent and no connections with any water mains shall be made without first obtaining a permit therefore from the Town Recorder.

- (2) No consumer shall be permitted to conduct water pipes across lots or building to adjoin premises from the water Superintendent and subject to such requirements relating to control as may be imposed.

Section 24: Faulty Equipment

It shall be unlawful for any water user to:

- (1) Waste Water
- (2) Allow it to be wasted by stops, taps, valves, leaky joints or pipes, or to allow tanks or water troughs to leak or overflow;
- (3) Wastefully run water from hydrants, faucets or stops or through basins, water closets urinal, sinks or other apparatus;
- (4) Use the water for purposes other than for those which he has applied or to use water in violation of the rules and regulations for controlling the water supply.

Section 25: Sprinkling Vehicles

Vehicles for sprinkling shall be regulated and controlled by the water department through the Superintendent of the water department.

Section 26: Department to Have Free Access

The Superintendent and his agents shall at all ordinary hours have free access to any place supplied with water service from the Town system for the purpose of examining the apparatus and ascertaining the amount of water service being used and the manner of its use.

Section 27: Non-Liability for Damages

The Town shall not be liable for any damages to a water service user by reason or stoppage or interruption of his or her water supply service caused by fires, scarcity of water, accidents to the water system or its mains, or which occurs as the result of maintenance and extensions operations, or from any other unavoidable cause. This section shall not be construed to extend the liability of the Town beyond that provided in the Governmental Immunity Act.

Section 28: Water Not Supplied to Motors, Syphons

No water shall be supplied from the pipes of the Town water system for the purpose of driving motor, syphon, turbine, or other wheels, or any hydraulic engines, or elevators, or for driving or propelling machinery of any kind whatsoever, nor shall any license be granted or issued for any such purposed except by special permission of the Town Council.

Section 29: Scarcity of Water

In times of scarcity of water, whenever it shall in the judgement of the Mayor and Town Council be necessary, the Mayor shall, by proclamation, limit the use of water to such extent as may be necessary. It shall be unlawful for any person, his family, servants, or agents to violate any proclamation made by the Mayor in pursuance of this part.

Section 30: Waste of Water

- (1) Users of water from the culinary water system shall not permit water to continue to run wastefully and without due efforts to conserve water. If, in the judgement of the Superintendent or of any of the officers of the Town, a user of culinary water engages in practices which result in the needless waste of water and continues to do so after the notice to discontinue wastefulness has been given, the Superintendent or any officer may refer the matter to the Town Council.
- (2) The Town Council may thereupon consider terminating the right of the individual to use culinary water. If it elects to consider the matter or termination, it shall give notice to the water user of the intention to terminate his water connection at least five (5) days prior to the meeting of the Town Council at which termination of water service is to be considered. The notice shall inform him of the time and place of the meeting and of the charges lead to the consideration of the termination.
- (3) A water user who's right to utilize culinary water is being reviewed shall have opportunity to appear with or without counsel and present his reasons why his water service should not be discontinued.

- (4) After due hearing, the Town Council may arrive at a determination. If the determination is to discontinue the wasteful water user's service connection, it shall notify him of the decision and of the period during which the service will remain discontinued.

Section 31: Water Meters

- (1) Except as otherwise expressly permitted by this part, all structures, dwelling units, establishments and persons using water from the municipal water system must have such number of water meters connected to their water system as are necessary in the judgement of the Superintendent to adequately measure use and determine water charges to the respective users.
- (2) Meters will be furnished by the municipality upon application for a connection and upon payment of such connection fees and other costs as may be established by the governing body from time to time by resolution.
- (3) Meters shall be deemed to be and remain the property of the Municipality. Whenever a dispute between Superintendent and the property owner arises as to the appropriate number of meters to be installed on any premises, the matter shall be heard and determined by the governing body after due notice in writing to the parties involved.
- (4) The Superintendent shall cause meter readings to be taken regularly and shall advise the Town Clerk/Treasurer thereof for the purpose of recording the necessary billings for water services.
- (5) Meters may be checked, inspected or adjusted at the discretion of the municipality and they shall not be adjusted or tampered with by the customer.
- (6) Meter boxes shall not be opened for the purpose of turning on or off the water except by an authorized representative of the municipality unless special permission is given by the municipality through its representatives of the customer to do so.
- (7) If a customer submits a written request to the superintendent to test his water meter, the municipality may, if under the circumstances deems it advisable and in its discretion, order a test of the meter measuring the water delivered to such customer. If such request is made within twelve months after the date of the last previous test, the customer may be required to pay the cost of such test. If the meter is found in such test to record from 97% to 103% of accuracy under methods of testing satisfactory to the governing body, the meter shall be deemed to accurately measure the use of water.
- (8) If the municipality's meter fails to register at any time, the water delivered during the period of failure shall be estimated on the basis of previous consumption during the period which is not questioned. In the event a meter is found to be recording less than 97% or more than 103% or accuracy, the municipality shall make such adjustments in the customer's previous bills as are just under the circumstances.
- (9) All damages or injury to the lines, meters or other materials of the municipality on or near the customer's premises caused by an act or neglect of the customer shall in the discretion of the municipality be repaired by and at the expense of the customer and the customer shall pay all costs

and expenses, including a reasonable attorney's fee which may arise or accrue to the municipality through its efforts to repair the damage to the lines, meters or to other equipment of the department or collect such cost from the customer.

Section 32: Permits For Installations

It shall be unlawful for any person to lay, repair, alter or connect any water line to the Town culinary water system without first having obtained a construction permit from the officer or Clerk or from the Superintendent.

Section 33: Applications For Installation Permit

Applications for permits to make water connections or other alteration or for laying or repairing lines connected directly or indirectly to the municipal water system must be made in writing by a licensed plumber, his authorized agent, or by the owner of the premises who shall describe the nature of the work to be done for which the application is made.

(1) The application shall be granted is the superintendent determines that:

- a. The connection, repair, alteration or installation will cause no damage to the street in which the water main is laid, or that it will not be prejudicial to the interests of persons whose property has been or may thereafter be connected to the water main.
- b. The connection conforms to the ordinances, regulations, specifications and standards of materials by the municipality.

All connections, alterations or installations shall be to the line and grade designated by the water superintendent.

(2) Fees for permits or for inspection services shall be of such amounts as the governing body shall from time to time determine by resolution.

Section 34: Supply of Water & Sewer Services Outside Municipal Limits

The Municipality may furnish water & sewer services from its water/sewer systems to persons outside the municipality in accordance with the provisions of this part. (Appendix J)

Section 35: Extensions of Water Mains Within Town

Any person or persons, including any subdivider who desires to have the water mains extended within the Town which extension shall be further than 100 feet from the existing line, which will impact the Town's water/sewer systems, roads, etc. and is willing to advance the whole expense of such extension, including all infrastructure, pump stations, road work/upgrades, emergency access and fire codes, may make application to the Town Council by petition. The petition shall contain a description of such proposed extension accompanied by a detailed map showing the location of the proposed extension, together with an offer to advance the whole expense thereof, which cost shall be verified by the water superintendent. The Town

Council may grant or deny the petition as in its discretion seems best for the welfare of existing water users in the Town. Such extension, when completed shall become a part of the Town's water system.

Section 36: Cost of Extension Determined

Upon the receipt of such petition and map and before the petition is granted, the Town Council shall obtain from the water Superintendent a certified statement showing the whole cost of the expense of making extensions.

Section 37: Amount of Cost to Be Deposited With Treasurer

If the Town Council grants the petition, the amount of the costs of making the extension, as certified by the superintendent, shall be deposited with the Town before any work shall be done on such extensions. The deposit shall be made within thirty (30) days, or such other items as the Town Council shall indicate, after the granting thereof.

Section 39: Return of Any Money – Forfeiture

1. At the time the Town Council decides whether or not to grant petition for an extension, it shall also decide whether or not any portion of the costs is to be refunded and the manner and the circumstances under which such refund shall be made or credited to the applicant, his successors, or representatives. Such determination shall be duly recorded in writing and a copy thereof furnished to the applicant.
2. In the event any deposit remains unclaimed for a period of five (5) years after the depositor has discontinued water service, the deposit may be forfeited and then transferred to the water utility fund.

Section 40: Ownership of Extension

Any such extension shall be deemed the property of the Town.

Section 41: Extensions May Be Master-Metered

When an extension supplying more than one house or user outside the municipal limits is connected to municipal water mains, the water superintendent may require a master meter to be installed near the point where the connection is to be made to the municipal main. This installation will be at the expense of the person served by such extension according to the regular rates for meter installation. Responsible parties must agree to pay all bills for water served through the meter at the applicable water rates.

Section 42: Disposition of Funds

All connection fees and monthly user charges collected under the provisions of this Ordinance shall be deposited in the Town of Tropic's Water System Fund and Sewer Fund used to meet the operation and maintenance cost of the Systems; debt service on obligations appertaining to the construction associated with the completion of the systems; and such other allocations as Town Council may be resolution provided.

Section 43: Right of Entry on Premises of Water User

All authorized persons connected with the waterworks of the Town shall the right to enter upon any premises furnished with water and sewer by the Town to examine the apparatus, the amount of water used and the manner of use, and to make all necessary shutoffs for vacancy, delinquency or violation of the ordinances, rules or regulations enacted or adopted by the Town.

Section 44: Extraterritorial Jurisdiction

The Town may construct or authorize the construction of water and sewer services within or without the Town limits, and for the purpose of maintaining and protecting the same from injury and the water from pollution its jurisdiction shall extend over the territory occupied by such works, and over all reservoirs, streams, canals, ditches, pipes and drains used in the necessary for the construction, maintenance and operation of the same, and over the stream or source from which the water is taken, for fifteen miles above the point from which it is taken and for a distance of three hundred feet on each side of such stream and over highways along such stream or watercourse within said fifteen miles and said three hundred feet.

All ordinances and regulation, including this ordinance, are deemed necessary to carry the power herein conferred into effect, and is to enact among other things, an ordinance preventing pollution or contamination of the streams or watercourses from which the inhabitants of the Town derive their water supply, in whole or in part, for domestic and culinary purposes, and this ordinance prohibits the construction or maintenance of any closet, privy, outhouse or urinal within area over which the Town has jurisdiction, and provides for permits for the construction and maintenance of the same, applications for which permits must be made to the Town Council. In granting such permits the Council may annex thereto such reasonable conditions and requirements for the protection of the public health as they deem proper, and May, if deemed advisable, require that all closets, privies, and urinals along such streams shall be provided with effective septic tanks or other germ-destroying instrumentalities.

Section 45: General Sanctions and Penalties – Cumulative Remedies

Without altering or diminishing the effect of any other sanction, penalty or consequence provided in this Ordinance elsewhere, the violation of, failure to observe, or omission to comply with any provision of this Ordinance, shall be a criminal offense punishable by a fine of up to \$500 or 90 days in jail or both. Each day of continued violation shall be a separately-punishable offense and this Section shall be in addition to any other penalty, sanction, consequence or remedy for enforcement of this ordinance.

Section 46: Effective Date and Posting or Ordinance

The Town Council hereby finds and declares that the public health, safety and welfare of the Town of Tropic and its inhabitants require that the Ordinance take effect not earlier upon posting and adoption thereof in the following public places in the Town of Tropic required by State Law

- (1) Tropic Town Office
- (2) Tropic Town Post Office
- (3) Utah State Public Notice Website

PASSED, APPROVED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF TROPIC, GARFIELD COUNTY, UTAH THIS 14<sup>th</sup> DAY OF April 2016.

/s/ WaLon K. Brinkerhoff  
Mayor

ATTEST:

(SEAL)

/s/ Marie H Niemann  
Town Clerk



Members of the Town Council Voting "AYE":

Jason Bybee  
Travis LeFevre  
Dennis Pollock  
Brook Wiseman

Members of the Town Council Voting "No":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF UTAH                    )  
  : S.S.  
COUNTY OF GARFIELD        )

TOWN CLERK'S CERTIFICATE

I, Marie H. Niemann, the duly chosen, qualified and acting Town Clerk of the Town of Tropic, Garfield County, Utah, certify as follows:

The foregoing Ordinance was duly and regularly adopted by the Town Council at its meeting held on the 14<sup>th</sup> day of April, 2016 and it was then and there executed by the Mayor and attested by the Town Clerk; and

The undersigned did immediately thereafter and upon the 20<sup>th</sup> day of January 2016, cause posting of the entire body of the Ordinance in three (3) Public Places in the Town of Tropic;

- \*Tropic Town Office
- \*Tropic Town Website
- \*Utah State Public Notice Website

And I further certify that any copies posted were fully executed prior to posting and remained posted from the aforesaid date until the date of this certificate.

WITNESS my hand and the seal of the Town this 20<sup>th</sup> day of January 2016.

**Appendix A**

**TOWN OF TROPIC  
APPLICATION FOR RESIDENTIAL CULINARY WATER CONNECTION**

I hereby apply to the municipality of the Town of Tropic (“Town”) for permission to connect my premises at \_\_\_\_\_ with the Town of Tropic culinary water system and hereby agree as follows:

1. The Town shall make the requested connection from its water main to and including the distance up to 300 ft. of my property line. I agree to pay the Town such connection fees as may be fixed by the governing body by resolution or ordinance including a deposit security charge, if so provided.  
The work of extending the water connection from the nearest point to which the Town installs its main to the place at which the water is to be used shall be my responsibility and shall be performed at my sole cost.
2. The location of the service, whether on my premises or at some point near my premises, may be decided solely by the Town.
3. The connection so made by the Municipality, including the meter, shall remain the property of the municipality at all times and the municipality shall have access thereto at all times. The location of the meter, whether on my premises or at some point near my premises, may be decided solely by the Municipality.
4. Before making connection with the water system, I shall cause the plumbing upon my premises to be inspected by the municipality and if the plumbing is not approved, I will cause the plumbing to be rectified at my own expense to meet the requirements of the municipality or of any other governmental agency having jurisdiction to regulate the water system within the municipality.
5. I understand the Town reserves the right to cause both the culinary and irrigation water system upon my premises to be inspected by the Town and if either or both facilities should not be approved, I will cause the same to be corrected and improved at my own expense to meet the requirements of the Town or of any other governmental agency having jurisdiction to regulate the water system within the Town.

I will be bound by the rules, regulations, resolutions or ordinances enacted now or hereafter by the Town applicable to the Town’s culinary water system. The main purpose for which the water connection will be used is for culinary use. The Town shall have free access to the lines and services installed under this agreement and, at reasonable times, through my property, if necessary.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Applicant's Signature: \_\_\_\_\_

**Appendix B**

**TOWN OF TROPIC  
APPLICATION FOR RESIDENTIAL CULINARY WATER SERVICES**

TO THE TOWN OF TROPIC, UTAH: The undersigned hereby applies for culinary water services from the municipality of Tropic Town, Utah for premises located at \_\_\_\_\_ and hereby agrees:

1. To pay all charges for such water service as are fixed from time to time by the governing body until such time as I shall direct such service to be discontinued.

SERVICE RATES ARE PRESENTED AS FOLLOWS

Culinary Water Base Rate Service: \$33.00 per month

Monthly rates will cover up to the first 10,000-gallons used

Overage Fee: The following charges will be added for each 1,000-gallons over the 10,000-gallon limit used in any month (used in excess of 10,000 gal per month)

Water Allotment 10,000	Overage Charge Per 1,000
10,001 – 25,000	\$2.50
25,001 – 50,000	\$4.50
50,001 – 75,000	\$6.50
75,001 – 100,000	\$8.50
100,001 & Above	\$10.50

2. In the event of a failure to pay water charges with the due dates fixed by the governing body or failure of the Occupant of the premises to conform to the Ordinances and Regulations established by the governing body regulating the use of the water system, that the Town shall have the right to discontinue the water system service at its election, pursuant to ten (10) days written notice of the town's intention until all delinquencies and any reconnection fee imposed are paid in full or until any failure to conform to this Ordinance or Regulations issued here under is eliminated.

As applied in the Culinary Water Ordinance, Section 15: Delinquency – Discontinuance of Service; “a charge of \$100 for a disconnection and a \$100 fee for reconnection of services is hereby applied for non-payment of water and sewer services.”

As applied in the Culinary Water Ordinance

3. I am responsible for the payment of the monthly water bill at the above listed location, whether occupied by myself or by others. If the premises are unoccupied and that should the bill be left unpaid and delinquent for a period of twelve (12) months, I shall forfeit my connection privilege, in which case a new connection fee, as set by the governing body shall be paid before water service may be restored in this location.

To be bound by the rules, regulations, or ordinances enacted or adopted by the governing body applicable to the Town's Water System.

\_\_\_\_\_

Applicant's Signature

**Appendix C**

**TOWN OF TROPIC  
APPLICATION FOR RESIDENTIAL SEWER CONNECTION**

I hereby apply to the municipality of the Town of Tropic (“Town”) for permission to connect my premises at \_\_\_\_\_ with the Town of Tropic sewer system and hereby agree as follows:

1. (a) The Town shall make the requested connection from its sewer main to and including the distance up to 300 ft. my property line. I agree to pay the Town sewer connection fees as may be fixed by the governing body by resolution or ordinance including a deposit security charge, if so provided. The work of extending the sewer connection from the nearest point to which the Town installs its main line to the place at which the sewer is to be used shall be my responsibility and shall be performed at my sole cost.

(b) The location of the service, whether on my premises or at some point near my premises, may be decided solely by the Town.

(c) The connection so made by the Municipality, shall remain the property of the municipality at all times and the municipality shall have access thereto at all times.

(d) The location of the line, whether on my premises or at some point near my premises, may be decided solely by the Municipality.

2. I understand the Town reserves the right to cause the sewer system upon my premises to be inspected by the Town and if the sewer line should not be approved, I will cause the same to be corrected and improved at my own expense to meet the requirements of the Town or of any other governmental agency having jurisdiction to regulate the sewer system within the Town.

3. I will be bound by the rules, regulations, resolutions or ordinances enacted now or hereafter by the Town applicable to the Town’s sewer system.

4. The main purpose of which the sewer connection will be used for is sanitation use.

5. The Town shall have free access to the lines and services installed under this agreement and, at reasonable times through my property, if necessary.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Applicant’s Signature

**Appendix D**

**TROPIC TOWN  
APPLICATION FOR RESIDENTIAL SEWER SERVICES**

TO THE MUNICIPALITY OF TROPIC TOWN:

The undersigned hereby applies for sewer services from the municipality for premises located at \_\_\_\_\_ and hereby agrees to pay charges for such sewer services as shall be fixed by the governing body of the municipality by resolution or ordinance until such time as I shall direct such services to be discontinued.

**WASTE WATER SERVICE RATES ARE PRESENTED AS FOLLOWS**

Residential Base Rate Service: \$33.00 per month

Sewer Allotment 10,000	Overage Charge Per 1,000
10,001 – 25,000	\$1.50
25,001 – 50,000	\$3.50
50,001 – 75,000	\$5.50
75,001 – 100,000	\$7.50
100,001 & Above	\$9.50

In the event of failure to pay this service within the due dates fixed by the governing body or of a failure of the occupant of the premises to conform to the ordinances and regulations established by the governing body relating to the use of the sewer system, the municipality shall have the right to discontinue my water service from the municipal water system until all delinquencies and any reconnection fees imposed are paid in full or until any failure to conform to the sewer ordinances or regulations issued there under is eliminated.

Additionally, I agree that the municipality shall have the right to institute collection proceedings by all means available to it, including suit in court of proper jurisdiction. The applicant agrees to pay all cost of collection including court cost and attorney's fees.

The Undersigned agrees to be bound by the rules, regulations, and ordinances enacted or adopted by the governing body of the municipality sewer system.

\_\_\_\_\_  
Signature

**Appendix E**

**TOWN OF TROPIC  
APPLICATION FOR COMMERCIAL CULINARY WATER CONNECTION**

I hereby apply to the municipality of the Town of Tropic ("Town") for permission to connect my premises at \_\_\_\_\_ with the Town of Tropic culinary water system and hereby agree as follows:

1. The Town shall make the requested connection from its water main to and including the distance up to 300 ft. of my property line. I agree to pay the Town such connection fees as may be fixed by the governing body by resolution or ordinance including also a deposit security charge, if so provided. The work of extending the water connection from the nearest point to which the Town installs its main to the place at which the water is to be used shall be my responsibility and shall be performed at my sole cost.
2. The location of the service, whether on my premises or at some point near my premises, may be decided solely by the Town.
3. The connection so made by the Municipality, including the meter, shall remain the property of the municipality at all times and the municipality shall have access thereto at all times. The location of the meter, whether on my premises or at some point near my premises, may be decided solely by the Municipality.
4. Before making connection with the water system, I shall cause the plumbing upon my premises to be inspected by the municipality and if the plumbing is not approved, I will cause the plumbing to be rectified at my own expense to meet the requirements of the municipality or of any other governmental agency having jurisdiction to regulate the water system within the municipality.
5. I understand the Town reserves the right to cause both the culinary and irrigation water system upon my premises to be inspected by the Town and if either or both facilities should not be approved, I will cause the same to be corrected and improved at my own expense to meet the requirements of the Town or of any other governmental agency having jurisdiction to regulate the water system within the Town.

I will be bound by the rules, regulations, resolutions or ordinances enacted now or hereafter by the Town applicable to the Town's culinary water system. The main purpose for which the water connection will be used is for culinary use. The Town shall have free access to the lines and services installed under this agreement and, at reasonable times, through my property, if necessary.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Appendix F

**TOWN OF TROPIC  
APPLICATION FOR COMMERCIAL CULINARY WATER SERVICES**

TO THE TOWN OF TROPIC, UTAH: The undersigned hereby applies for culinary water services from the municipality of Tropic Town, Utah for premises located at \_\_\_\_\_ and hereby agrees:

1. To pay all charges for such water service as are fixed from time to time by the governing body until such time as I shall direct such service to be discontinued.

SERVICE RATES ARE PRESENTED AS FOLLOWS

Culinary Water Base Rate Service: \$33.00 per month  
Monthly rates will cover up to the first 10,000-gallons used

Overage Fee: The following charges will be added for each 1,000-gallons over the 10,000-gallon limit used in any month (used in excess of 10,000 gal per month)

Water Allotment 10,000	Overage Charge Per 1,000
10,001 – 25,000	\$2.50
25,001 – 50,000	\$4.50
50,001 – 75,000	\$6.50
75,001 – 100,000	\$8.50
100,001 & Above	\$10.50

2. In the event of a failure to pay water charges with the due dates fixed by the governing body or failure of the Occupant of the premises to conform to the Ordinances and Regulations established by the governing body regulating the use of the water system, that the Town shall have the right to discontinue the water system service at its election, pursuant to ten (10) days written notice of the town's intention until all delinquencies and any reconnection fee imposed are paid in full or until any failure to conform to this Ordinance or Regulations issued here under is eliminated.

As applied in the Culinary Water Ordinance, Section 15: Delinquency – Discontinuance of Service; “a charge of \$100 for a disconnection and a \$100 fee for reconnection of services is hereby applied for non-payment of water and sewer services.”

As applied in the Culinary Water Ordinance

3. I am responsible for the payment of the monthly water bill at the above listed location, whether occupied by myself or by others. If the premises are unoccupied and that should the bill be left unpaid and delinquent for a period of twelve (12) months, I shall forfeit my connection privilege, in which case a new connection fee, as set by the governing body shall be paid before water service may be restored in this location.

To be bound by the rules, regulations, or ordinances enacted or adopted by the governing body applicable to the Town's Water System.

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Applicant's Signature

**Appendix G**

**TOWN OF TROPIC  
APPLICATION FOR COMMERCIAL SEWER CONNECTION**

I hereby apply to the municipality of the Town of Tropic ("Tropic") for permission to connect my premises at \_\_\_\_\_ with the Town of Tropic Sewer System and hereby agree as follows:

1. (a) The Town shall make the requested connection from its sewer main to and including the distance up to 300 ft. of my property line. I agree to pay the Town sewer connection fees as may be fixed by the governing body by resolution or ordinance including a deposit security charge, if so provided. The work of extending the sewer connection from the nearest point to which the Town installs its main line to the place at which the sewer is to be used shall be my responsibility and shall be performed at my sole cost.

(b) The location of the service, whether on my premises or at some point near my premises, may be decided solely by the Town.

(c) The connection so made by the Municipality, shall remain the property of the municipality at all times and the municipality shall have access thereto at all times.

(d) The location of the line, whether on my premises or at some point near my premises, may be decided solely by the Municipality.

2. I understand the Town reserves the right to cause the sewer system upon my premises to be inspected by the Town and if the sewer line should not be approved, I will cause the same to be corrected and improved at my own expense to meet the requirements of the Town or of any other governmental agency having jurisdiction to regulate the sewer system within the Town.

3. I will be bound by the rules, regulations, resolutions or ordinances enacted now or hereafter by the Town applicable to the Town's sewer system.

4. The main purpose of which the sewer connection will be used for is sanitation use.

5. The Town shall have free access to the lines and services installed under this agreement and, at reasonable times through my property, if necessary.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Applicant's Signature

**Appendix H**

**TOWN OF TROPIC  
APPLICATION FOR COMMERCIAL SEWER SERVICES**

TO THE TOWN OF TROPIC, UTAH: The undersigned hereby applies for sewer services from the municipality of Tropic Town, Utah for premises located at \_\_\_\_\_ and hereby agrees:

To pay all charges for such sewer service as are fixed from time to time by the governing body until such time as I shall direct such service to be discontinued.

SERVICE RATES ARE PRESENTED AS FOLLOWS

Commercial Base Rate Sewer Service: \$33.00 per month

The following charges will be added for each 1,000-gallons over the 10,000-gallon limit used in any month (used in excess of 10,000 gal per month)

Sewer Allotment 10,000	Overage Charge Per 1,000
10,001 – 25,000	\$1.50
25,001 – 50,000	\$3.50
50,001 – 75,000	\$5.50
75,001 – 100,000	\$7.50
100,001 & Above	\$9.50

In the event of a failure to pay this service within the due dates fixed by the governing body or of a failure of the occupant of the premises to conform to the ordinances and regulations established by the governing body relating to the use of the sewer system, the municipality shall have the right to discontinue my water services from the municipal water system until all delinquencies and any reconnection fees imposed are paid in full or until any failure to conform to the sewer ordinance or regulations issued there under is eliminated.

Additionally, I agree that the municipality shall have the right to institute collection proceedings by all means available to it, including suit in a court or proper jurisdiction. The applicant agrees to pay all cost of collection including court cost and attorney's fee.

The undersigned agrees to be bound by the rules and regulations resolutions and ordinances enacted or adopted by the governing body of the municipality's sewer system.

\_\_\_\_\_  
Signature