

# Article I

## Culinary Water, Residential Secondary Irrigation & Sewer

### 1.1 Definitions

For the purpose of this Article, the following words or phrases are defined as follows:

**Accessory Dwelling Unit (ADU)** – An independent residential living space including provisions for living, sleeping, cooking, and sanitation that can be created within, attached to, or detached from a single-family home.

**Agency** – Grand Water & Sewer Service Agency

**Agency Manager** – Duly authorized Manager of GWSSA

**Dwelling Unit** – Any residence including but not limited to all mobile homes, manufactured homes, single family homes, or multi-family units (each unit being counted individually). Commercial accounts shall be based on Equivalent Residential Units.

**Equivalent Residential Unit (ERU)** – a connection with the equivalent amount of water used or wastewater discharged to the system by a single-family residence serviced by a 3/4"x5/8" water meter. ERUs are then used to equate the water used and wastewater produced by commercial, industrial, and other large water using entities and wastewater producing entities to a single residential connection.

**Housing Unit** – is a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied (or if vacant, is intended for occupancy) as separate living quarters. Separate living quarters are those in which the occupants live and eat separately from any other persons in the building and which have direct access from the outside of the building or through a common hall.

**Multiple Dwelling Unit (MDU)** – A structure or group of structures containing an average of four or more housing units per structure. Multiple dwelling units must share a common water meter and common sewer connection per structure.

**Permanent Disconnection** – The disconnection from Agency services for a period greater than 12 (twelve) consecutive months.

**RSI** – Residential Secondary Irrigation

**Sewer Service Line** – The piping running from the Agency sewer main to the property to be served.

**Stationary Water Loading Meter** – Hydrant meter available for use at the Agency Office.

**Temporary Disconnection** – The disconnection from Agency services for a period less than 12 (twelve) consecutive months.

**Water Service Line** – The piping running from the Agency water main to the metering device.

### 1.2 Rules, Regulations, Policies, and Procedures

The Agency Manager of GWSSA may promulgate such rules and regulations, policies and procedures not in conflict with the provisions of this Article as he may deem necessary for the proper administration of the water and sewer utility. Such rules, regulations, policies, and procedures shall be effective upon approval of the same by the Agency Operating Committee by

resolution. Any person served with water from the Agency water utility, or serviced by the Agency sewer system, shall abide by all effective rules, regulations, policies, and procedures, and the failure to abide by the same shall be a violation of this Article, punishable by discontinuing water service until the violation is corrected.

### **1.3 Reservations of rights by Agency**

The use of culinary water under the provisions of this Article shall not constitute or be deemed to be a relinquishment of any water or water right by the Agency; and the Agency reserves the full right to determine all matters in connection with the control and use of said water.

### **1.4 Emergency Restrictions; Authority of Agency Manager**

In the event of a major fire or other emergency which would require the immediate curtailment of the use of water from the water utility, the Agency Manager shall have the authority to make such restrictions as he deems necessary for the protection of the public. Such restrictions shall be made in accordance with the Agency's Emergency Response Plan.

### **1.5 Water Conservation Plan**

The Water Conservation Plan of Grand Water & Sewer Service Agency, adopted on the 7<sup>th</sup> day of January, 2010 and revised on the 11<sup>th</sup> day of December, 2014, is hereby readopted. The plan will be amended no less than every five years and will continue to play a vital role in the future development of Spanish Valley.

### **1.6 Authority to turn on water**

It shall be unlawful for any person other than a duly employed person of the Agency to turn on water to any premises, lot, building, or house when the water has been shut off under the provisions of this Article. See Article 1.7, Theft of Services.

### **1.7 Theft of services**

UCA 76-6-409.3(2) Utah Criminal Code, Offenses Against Property: A person is guilty of theft of a utility or cable television service if the person commits any prohibited acts which make gas, electricity, water, sewer, or cable television available to a tenant or occupant, including himself, with intent to avoid due payment to the utility or cable television company. Any person aiding and abetting in these prohibited acts is a party to the offense under Section 76-2-202. Any person suspected of theft of services will be notified by certified mail of the possible violation. If the theft of services is confirmed and/or no response is received from the property owner, the Agency shall contact the appropriate law enforcement agency and proceed with prosecution under the law.

### **1.8 Individual service line for each property required**

Each property shall be served by its own service line, and no connection with the water or sewer utility shall be made by extending the service line from one property to another property.

### **1.9 Accessory Dwelling Units (ADUs)**

All accessory dwelling units shall comply with the Grand County Land Use Code as amended. Separate service connections to ADU's are not required by the Agency. Non-permitted ADU structures or vehicles will be considered under Theft of Services see Section 1.7.

### **1.10 Multiple Dwelling Units (MDUs)**

All multiple dwelling units shall comply with the Grand County Land Use Code as amended. MDU landscape meters shall be charged at culinary, irrigation or RSI rates as applicable. MDUs shall have separate rates for culinary water and sewer. All rates may be amended from time to time by the Agency. (See fee schedule Appendix A).

### **1.11 Sewer Service; Available**

Sewer service is considered available to a property when a sewer main is located within three hundred feet (300') of any property line, in accordance with UCA 10-8-38. In such cases where the lot or premises are located below the level of the sewer line; the lot or premises shall connect by means of a private sewer lift pump installed and maintained by the property owner.

### **1.12 Connection to Sewer; Required**

When an accepted public sewer is ready to receive connections with the property the Agency shall cause appropriate notice to be served upon Owner, agent or other person having charge of or occupying the property that said public sewer is ready to receive connections therewith, and that after twenty (20) days from service of said notice, the use of privy vaults, septic tanks or cesspools on said property must be discontinued, the plumbing disconnected therefrom, and that all plumbing must be connected with the public sewer. Such notice shall either be served as provided by the law of the State of Utah for the service of Summons in Civil cases, or by first class United States mail, postage prepaid, in a sealed envelope addressed to the Owner at his regular place of residence, or to the agent of the Owner or any other person occupying or having charge of the property where the agent lives, where the privy, septic tank or cesspool is located or where the building or house, the plumbing of which is to be connected, is built. The expense of the preparation and service of notice shall be paid by the Agency.

### **1.13 Payment of Sewer Fees; Required**

Whenever an accepted Public Sewer is ready to receive connections as above provided and the Agency shall have caused appropriate Notice to be served upon owner, agent or other person having charge of or occupying the property that said sewer is ready to receive connections therewith, and that after twenty (20) days from service of said notice, the Agency shall charge and collect from said owner, agent or other person having charge of or occupying the property, the same service fees and charges as other sewer users in the same class, whether the property is connected to the sewer system or not.

### **1.14 Culinary Water, RSI, and/or Sewer Connection Fees, Penalties, & Impact Fees**

Any applicant requesting culinary water, RSI, and/or sewer services provided by the Agency shall pay the current applicable Will Serve, connection, impact fees, and any applicable penalties that may accrue. The fee schedule, as approved by the Agency Operating Committee, is included as an attachment to this document. (See fee schedule Appendix A)

### **1.15 Residential Secondary Irrigation Requirements**

All residential development (larger than a minor subdivision per the GC Land Use Code as amended) that can be served is required to install a secondary water system. Participation in the Residential Secondary Irrigation (RSI) system by individual users is voluntary. RSI requirements will be addressed as part of the development process.

## **1.16 Culinary Water and/or Sewer Connections – Agency Responsibility**

1.16a Culinary Water – The connection to the main shall be installed by the Agency in accordance with Agency Connection Procedures. (See Connection Procedure Appendix B)

1.16b Residential Secondary Irrigation - The connection to the main shall be installed by the Agency in accordance with Agency Connection Procedures. (See Connection Procedure Appendix B)

1.16c Sewer – Residential Secondary Irrigation - The connection to the main shall be installed by the Agency in accordance with Agency Connection Procedures. (See Connection Procedure Appendix B)

1.16d Culinary Water Service Line Maintenance – Agency responsibility for maintenance of water service lines shall cease at the location of the meter.

1.16e Residential Secondary Irrigation Line Maintenance – Agency responsibility for maintenance of water service lines shall cease at the location of the meter.

1.16f Sewer Service Line Maintenance – Sewer service laterals in their entirety shall be maintained by the property owner.

## **1.17 Water and/or Sewer Connections – Applicant Responsibility**

### **1.18 Transferring Paid Fees**

Paid connection and/or will serve fees may not be transferred from one property to another. Paid impact fees are only transferrable between properties when both properties are owned by the same individual or entity at the time of the transfer. Properties with transferred impact fees must have a valid will serve letter at the time of the transfer or be located in an approved subdivision.

### **1.19 Signed, Notarized Service Agreements**

When new service is established, or when a property that has already established service changes ownership, the Agency requires a signed, notarized agreement to be completed prior to commencement of service. The only instance in which an agreement is not required, is in the case of a residential renter placing the account in their name.

### **1.20 Use of Culinary and/or RSI Water Service**

It shall be unlawful for any person having culinary or RSI water service to permit any other person, firm, or corporation to take or use culinary water from his metered service for use anywhere outside the property boundaries for which the meter was installed, without written authorization from the Agency Manager.

### **1.21 Billing Cycle**

The Agency shall bill culinary water, RSI, and/or sewer users monthly. Meters shall be read on or about the same time each month, weather providing. If meters have not been physically read, the Agency shall inform the customer of this by a printed statement on each bill.

**1.22 Effective Date of Billing**

Billing for culinary water, RSI and/or sewer service and any other notices relating to the culinary water, RSI, and/or sewer utility shall be effective upon mailing said billing or notice to the last known address of the culinary water, RSI and/or sewer user as shown on the records of the Agency.

**1.23 Culinary Water, RSI and/or Sewer Monthly Service Rates/Connection Fees, Penalties**

The fee schedule, as approved by the Agency Operating Committee, is provided as appendix A to this document.

**1.24 Culinary Water, RSI, and/or Sewer Monthly Rates Outside Agency Boundaries**

The charges for culinary water, RSI, and/or sewer provided to properties outside the current Agency boundaries shall be determined by the Agency Operating Committee. (See fee schedule Appendix A)

**1.25 Proration of Monthly Culinary Water, RSI, and/or Sewer Service Fees**

The flat rate for culinary water, RSI, and/or sewer users shall be prorated based on the actual number of days served when service is established or terminated on other than the beginning or ending day of the billing cycle.

**1.26 Responsibility of Owner – Payments**

The payment of all monthly culinary water, RSI and/or sewer charges shall be the responsibility of the owner of record as recorded in the Grand County Recorder's Office, Grand County Courthouse, Moab, Utah.

**1.27 Payment of Culinary Water, RSI, and/or Sewer Charges**

All charges for the use of culinary water, RSI, and/or sewer service as provided for in this Article are due and payable to the Agency by the 20<sup>th</sup> of the month. Any charges not received by the Agency Office by the 20<sup>th</sup> are considered delinquent, and are subject to a late fee, penalty, and termination of services as specified in 1.29 and 1.31 of this Article. No partial payments shall be accepted, unless an agreement has been entered between the customer and the Agency. The agreement shall permit partial payments for a predetermined amount of time. Penalties shall not be attached to the account during the payoff period. If, however, the customer fails to make payments according to the agreement; the account shall be subject to immediate termination due to non-payment, making the agreement null and void.

**1.28 Delinquent Culinary Water, RSI, and/or Sewer Charges**

The owner of every building, premises, lot or house shall be liable for all culinary water and/or RSI water delivered to or taken from and used upon his premises. The owner shall also be liable for all sewer services that apply to his premises. Landlords may choose to allow a tenant to transfer the billing into their name; however, the Agency shall not be required to look to any person other than the owner for payment. All charges accrued by a tenant are the responsibility of the owner. Upon vacancy of the premises, the charges will be transferred to the owner's account and no new tenant shall be permitted to transfer the billing until the previous balance is paid in full. Agency staff will make every effort to send landlords copies of delinquent letters sent to the current tenant. It is the sole responsibility of the owner to maintain current contact information with the Agency.

**1.29 Late Payment Fee and Penalty**

Culinary water, RSI, and sewer account balances considered delinquent as set forth in Section 1.27 of this Article shall be charged a penalty each month on the balance due. A late fee shall be charged on all past due amounts. Penalties and fees are approved by the Agency Operating Committee and are contained in the Agency Fee Schedule. (See fee schedule appendix A)

**1.30 Property Liens for Delinquent Service Charges**

Pursuant to UCA 17B-1-902 the Agency has the authority to place a lien on the customer's premises for unpaid connection or service fees which become sixty (60) days past due, regardless of whether the premises is owner occupied.

**1.31 Discontinuance of Culinary Water, RSI, and/or Sewer Service**

If any customer fails to pay the charges for culinary water, RSI, and/or sewer when due, or fails to comply with the Rules or Regulations of the Agency regarding culinary water, RSI, and/or sewer collection utility or uses water for purposes not authorized, the Agency may, without obligation, discontinue culinary water, RSI, and/or sewer service until the customer has paid the required charges and/or is in compliance.

**1.32 Termination of Service for Failure to Pay Charges**

In case any culinary water, RSI and/or sewer user shall fail to pay all charges as prescribed by this Article, the Agency may shut off the culinary water and/or RSI water. Water service shall not be reinstated until all charges, including the Reconnection Fee as prescribed in 1.33 of this Article have been paid in full. Partial payments shall not be accepted except under the provisions of 1.27 of this Article.

**1.33 Reconnection Fee**

When water has been shut off for non-payment of culinary water, RSI, and/or sewer fees; a reconnection fee shall be charged to reconnect the service(s). The reconnection fee must be paid in full prior to service being reconnected. (See fee schedule Appendix A)

**1.34 Turn On/Turn Off Service Fee**

Once service is established there shall be a charge for turning the water off/on at the customer's request. This fee does not apply to emergency situations, temporary disconnects or when a leak requires repair nor does it apply to the initial start of service for a new customer. (See fee schedule Appendix A)

**1.35 Base Rates Charged for Established Monthly Services**

Once a culinary water, RSI and/or sewer service account has a culinary connection an RSI connection, sewer connection and/or received a certificate of occupancy from the Grand County Building Inspector, the owner of record shall be responsible for the applicable base rates each month, plus any applicable actual usage charges and/or penalties that may apply. Occupancy shall not affect the flat rate billing. If a customer wishes to disconnect permanently from the water and/or sewer system, the customer must cause the connections to be abandoned at the customer's expense. Agency staff must witness and sign-off on the abandonment – including capping both water and sewer connections at the street. Any future development of the land will require new connections to be made and charged current impact, connection, inspection and any other applicable development fees at the time of request to connect.

If a customer abandons a connection and wishes to reinstate the connection within twelve (12) months of abandonment, they are required to pay the base rate charges for relevant services backdated to the time of abandonment prior to reconnection. Physical reconnection to the property will be at the owner's expense. Agency staff must witness and sign-off on the reconnection.

### **1.36 Averaged Culinary Water Charges in the Event of Meter Failure**

If any culinary meter should malfunction in any billing period, the culinary water user shall be charged according to the average quantity of water used in a similar period.

### **1.37 Averaged Meter Readings**

If, for whatever reason, the meters are not physically read prior to the end of the current billing cycle; the readings shall be input as average quantity of water used in a similar period. If this average proves to be too high, the difference shall be credited to the customer's account after an accurate reading has been recorded.

### **1.38 Leak Relief**

In the case of a culinary or RSI water leak on the customer's property; leak relief is available. Usage over and above the average usage for the month is calculated at the lowest residential rate as provided in the current fee schedule. Customers are required to repair the leak and notify the Agency when repairs are complete. At the discretion of the Agency Manager, abuse of this service by any customer may result in reversal of credits and/or termination of service until repairs are complete.

### **1.39 Returned Payment Fee**

For any returned check or electronic payment, a returned payment fee shall be added to the customer's account. The fee is due and payable immediately. *(See fee schedule, Appendix A)* Returned payments are immediately reversed on customer's account and are also due and payable immediately in addition to any applicable fees. If returned payment is part of a payment plan outlined in item 1.26 the payment plan will be considered null and void and the services eligible for immediate termination.

### **1.40 Fireman's Discount**

All active volunteer firemen on the Agency's water system were previously given a \$4.00 discount on their monthly water bill. This policy has been discontinued. Current fireman's discounts (as of January 1, 2012,) will be grandfathered/honored until they are no longer with the fire department. No future discounts will be given.

### **1.41 Accounts Types - Commercial or Residential**

Billing shall be at either Commercial or Residential Rates. This includes, but is not limited to, all Bed & Breakfasts, Service Related businesses, Office buildings, and Churches. Home-based businesses are generally considered residential. However, The Agency reserves the right to require a commercial account on any home-based business.

### **1.42 Construction Water**

Construction water is available only at the stationary hydrant meter located at the Agency office. The Agency Manager may approve use of a construction hydrant with portable meter in a specific location under special circumstances. Construction rates will match the Hydrant Water Rates in

effect at time of service. Current schedules as approved by the GWSSA Operating Committee are provided as attachments to this document. (See fee schedule Appendix A)

Any unauthorized taking of water from an Agency fire hydrant shall be considered unlawful theft of service, and a punishable offense under Section 1.7 – Theft of Services.

1.42a Rules, Regulations, Policies, and Procedures - Any person serviced with Construction water shall abide by all effective rules, regulations, policies, and procedures, and the failure to abide by the same shall be a violation of this Article, punishable by discontinuing service until the violation is corrected.

1.42b Emergency Restrictions; Authority of Agency Manager - In the event of a major fire or other emergency which would require the immediate curtailment of the use of water from the water utility, the Agency Manager shall have the authority to make such restrictions as he deemed necessary for the protection of the public.

1.42c Operation of Fire Hydrants - No person, other than a member of the Fire Department or other authorized Agency employee, shall open or operate any fire hydrant without permission from the Agency Manager.

1.42d Signed, Notarized Agreements - Individuals wishing to purchase construction water shall be required to set up an account prior to service. A Construction Water Agreement shall be signed by the owner, and notarized.

1.42e Responsibility of Owner; Payments - The payment of all construction water service charges shall be the responsibility of the Company/Business Owner of record.

1.42f Billing Cycle - The Agency shall bill construction water users for each month in which they have made use of the service.

1.42g Effective Date of Billing - Billing for construction water and any other notices relating to construction water service shall be effective upon mailing said billing or notice to the last known address of the company as shown on the records of the Agency.

1.42h Payment of Construction Water Charges - All charges for the use of construction water as provided for in this Article are due and payable to the Agency. All charges are due by the 20<sup>th</sup> of the month. Any charges not received by the Agency Office by the 20<sup>th</sup> are considered delinquent, and are subject to a late fee and penalties as set forth in this Article, 1.42i. No partial payments shall be accepted.

1.42i Late Payment Fee and Penalty – Construction Water service account balances considered delinquent as set forth in Section 1.41h of this Article, shall be charged one and a half percent (1.5%) penalty per month on the balance due. A late fee shall be charged on all current past due amounts. (See fee schedule Appendix A)

1.42j Discontinuance of Construction Water Service - If any construction water service user fails to pay the charges for water when due, or fails to comply with the Rules or Regulations of the Agency regarding construction water service the Agency may, without obligation, discontinue such use until the required charges have been paid, or the user is in compliance.

1.42k Property Liens for Delinquent Service Charges - The Agency has the authority to place a lien on the customer's premises for unpaid service fees which become sixty (60) days past due.

1.42l Returned Check Fee - For any returned checks or electronic payments, a returned check fee shall be added to the customer's account. This is due and payable immediately. (See fee schedule Appendix A)



# **Article II**

## **Irrigation Water**

### **2.1 Definitions**

For the purpose of this Article, the following words or phrases are defined as follows:

**Agency** – Grand Water & Sewer Service Agency

**Agency Manager** – Duly authorized Manager of the Agency

### **2.2 Rules, Regulations, Policies, and Procedures**

The Agency Manager of GWSSA may promulgate such rules and regulations, policies and procedures not in conflict with the provisions of this Article as he may deem necessary for the proper administration of the water utility. Such rules, regulations, policies, and procedures shall be effective upon approval of the same by the Operating Committee by resolution.

### **2.3 Emergency Restrictions; Authority of Agency Manager**

In the event of a drought or other emergency which requires the immediate curtailment of the use of water from the water utility, the Agency Manager shall have the authority to make such restrictions as he deems necessary for the protection of the public and in accordance with the Critical Water Year Action Plan (see Critical Water Year Action Plan Appendix D.) Long term drought measures shall be instituted as required by the Agency Operating Committee.

### **2.4 Signed, Notarized Service Agreements**

When new service is established, or a transfer completed the Agency requires a signed, notarized agreement to be completed prior to commencement of service.

### **2.5 Billing Cycle**

The Agency shall bill irrigation users annually.

### **2.6 Irrigation Season**

The GWSSA irrigation season runs from approximately March 15 to November 1 each year. Outside of the season dates, the irrigation system is turned off and drained.

### **2.7 Effective Date of Billing**

Billing for irrigation water and any other notices relating to the irrigation water shall be effective upon mailing said billing or notice to the last known address of the irrigation water user as shown on the records of the Agency.

## **2.8 Payment of Water Charges**

The payment of all irrigation water is due 45 days from the billing date.

## **2.9 Late Payment Penalty**

Irrigation water account balances that are not paid by the due date shall be charged a penalty as established by the Agency Operating Committee monthly on the balance due. (See fee schedule Appendix A)

## **2.10 Reallocation of Unpaid Water**

Irrigation water not paid in full will be reallocated at the first meeting in June (or soonest thereafter) of the Agency Operating Committee.

## **2.11 Irrigation Monthly Service Rates, Overage Fees, Connection Fees**

The fee schedule, as approved by the Agency Operating Committee, is provided as appendix A.

## **2.12 Transfer of Water, Documentation**

Section 1. Irrigation water may be transferred from one property to another by the individual or entity that purchased that water during the year that the transfer occurs. Water may also be transferred from a property owner either combined with or separate from the sale of the property where the water is assigned.

1. Permanent Transfers initiated as a result of the sale of property may be completed at any time during the year.
2. Water may only be transferred to a different property between approximately November 1 to March 15 of each year (during the time the system is off), unless that transfer is to facilitate irrigation of ground previously not cultivated.
3. A new irrigation customer must have a valid Irrigation Will Serve at the time of the transfer.
4. If a new connection is required; all applicable fees must be paid prior to the transfer. *(See fee schedule, Appendix A and Agency Connection Procedure, Appendix B)*

Section 2. Prior to the transfer of water, the individual who has purchased that water during the year in which the transfer occurs must provide GWSSA with the following:

A transfer agreement which states and contains:

- A. The original point of delivery of the water
- B. The new point of delivery of the water
- C. The amount of water to be transferred
- D. The time period of the transfer
- E. The notarized signature of the individual who has purchased the water during the year in which the transfer occurs.

**2.13 Transfer Fee**

A transfer fee, as determined by the Agency Operating Committee, shall be charged for each transfer. (See fee schedule Appendix A)

**2.14 Returned Payment Fee**

The returned payment fee policy is the same as outlined in section 1.38 of this Article.