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TOWN OF MANTUA ORDINANCE NO. ~~06-07-20~~

AN ORDINANCE ESTABLISHING AND REGULATING A CULINARY WATER DEPARTMENT; PROVIDING RULES AND REGULATIONS TO ADMINISTER AND PROTECT THE WATER SYSTEM, FIXING PENALTIES, AND ALLOWING THE FIXING AND MODIFICATION OF RATES BY RESOLUTION.

WHEREAS the Town of Mantua, a municipal corporation of the State of Utah (the "Town"), is the owner of a culinary waterworks system for the purpose of furnishing water to the residents of the Town under a system of facilities (the "System"); and

WHEREAS it is necessary and advisable to adopt an ordinance for the controlling of the System; and

WHEREAS, pursuant to Utah Code Ann. §§ 10-8-14 through 10-8-19, the Town may construct, maintain, and operate a waterworks system, and may adopt ordinances resolutions to protect the same; and

WHEREAS the Town Council finds that it is necessary to acquire sufficient water rights or shares to meet the projected demand and need of the Town; and

WHEREAS, pursuant to Utah Code Ann. §§ 10-7-4 and 10-8-18 the City may acquire water rights and real property for establishment of a culinary water system;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MANTUA, BOX ELDER COUNTY, UTAH, AS FOLLOWS:

SECTION 1. Culinary Water Department and System.

The Culinary Water Department of the Town of Mantua is hereby created ("Water Department"). It shall administer the operation and maintenance of the culinary water system of the Town. Except for existing water systems, it shall be the exclusive culinary water system within the corporate limits of the Town.

SECTION 2. Superintendent.

There is hereby created the position of Superintendent of the Culinary Water System ("Superintendent"). The Town Council may fill this position by resolution.

SECTION 3. Duties of Superintendent.

The Superintendent of the System shall manage and supervise the System pursuant to the provisions of this Ordinance and pursuant to resolutions, rules and regulations adopted by the Town Council from time to time, which prescribe the powers and duties of the Superintendent, and direct the manner and frequency with which the Superintendent shall

make reports to the Mayor and Town Council relating to the water system. All of the functions and activities of the Superintendent shall be carried out under the direction of the Mayor and Town Council.

SECTION 4. **Application for Culinary Water Connection.**

Any person other than a subdivider or developer seeking multiple connections, who desires or is required to secure a new connection to the System, shall file with the Water Department for each such new connection, a written and signed connection application in substantially the following form:

TOWN OF MANTUA
APPLICATION FOR CULINARY WATER CONNECTION

TO THE TOWN OF MANTUA, UTAH:

I hereby apply to the Town of Mantua ("Town") for permission to connect my premises at _____ with the Town of Mantua 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 and up to my property line. I agree to pay the Town such connection fees as may be fixed by the governing body by resolution, ordinance or order of the Town, including also a deposit security charge, if so provided.
2. 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 and expense. The lateral line which ties into the Town's system shall be of sufficient size and design to conform to the Town's system, and otherwise conform to all applicable codes and regulations.
3. The location of the service, whether on my premises or at some point near my premises, may be decided solely by the Town.
4. I understand and acknowledge that the Town reserves the right to cause the culinary water system upon my premises to be inspected by the Town and if it is not 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.
5. I agree to be bound by the rules, regulations, resolutions, and ordinances enacted now or hereafter by the Town applicable to the Town's culinary water system.
6. The main purpose for which the connection will be used is for culinary use.

7. The Town shall have free access to the lines and services installed under this agreement, and at reasonable times, through my property, if necessary.
8. I expressly grant a lien upon the premises above described so that any delinquent water billings must be paid before any services can be provided to any subsequent user of water at these premises. This lien shall bind any subsequent owner, possessor, occupant, tenant, landlord or person or entity using or requesting use of Town water at these premises.

Dated this _____ day of _____, 200__.

Applicant

SECTION 5. Application for Water Connection by Subdivider; Dedication of Sufficient Water Rights for Culinary and Secondary Use.

1. Whenever a subdivider or developer desires or is required to install water connections and extensions for a subdivision or development, the subdivider or developer shall enter into a written extension agreement which shall constitute an application for permission to make the extensions 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.
2. Each developer of a subdivision, PUD, or any other development within the service area of the Town, except for single lot residential developments on parcels at least one acre in size, shall dedicate to the Town water rights or shares sufficient for the Town to meet the future culinary and secondary water needs of said development. The amount of culinary water to be dedicated shall be a minimum of 0.45 acre feet (in terms of both diversion rights and depletion rights) per residential equivalent unit. The amount of secondary water to be dedicated shall be a minimum of 2.394 acre feet of depletion rights per acre of land in its undeveloped state and a minimum of 4.00 acre feet of diversion rights per acre in its undeveloped state. The water must be approved by the Utah Division of Water Rights: (1) for diversion from one or more of the City's sources, or from another source acceptable to the City at its sole discretion; and (2) for municipal use within the Town's service area. The Town shall have sole discretion as to the acceptability of the quantity and quality of the water as well as the suitability of the water right or water shares. The Town will cooperate with the developer in filing the required applications with the Utah Division of Water Rights, but the developer shall be solely responsible for prosecuting any such applications and the Town reserves the right to protest any applications which may interfere with its existing rights.
3. If sufficient water rights or shares in an acceptable water company to provide the required culinary and secondary water are not currently being used on, or are appurtenant to, the land, the Town may, at its discretion, accept other acceptable

water shares, water rights, or cash equivalent in value to the cost of the water rights and/or shares required to be dedicated. The equivalent consideration shall be based upon the most recent information of similar water sales available to the Town. The water rights or shares transferred shall be equal to the annual estimated needs of the development based on the standard set forth above or, for non-residential developments, on a water usage study and analysis specific to the development that is acceptable to the Town, based on a diversion rate of 4.00 acre feet per acre actually irrigated and a depletion rate of 2.394 acre feet per acre actually irrigated. The necessary water right application approvals must be obtained and the ownership transfer must be completed prior to the recording of the final plat on the land being developed. No water may be delivered to the development until the transfer is complete.

4. If the Town's authorized impact fees contain a component for the acquisition of new water rights, persons who pay said impact fees on properties that have been developed under this Section shall receive a credit for the amount of that water acquisition component.

SECTION 6. **Application for Water Service.**

Any person who desires or is required to secure water services when such service is available from the Town water system, shall file with the water department a written application and agreement for the service, which shall be in substantially the following form:

TOWN OF MANTUA
APPLICATION FOR CULINARY WATER SERVICE

TO THE TOWN OF MANTUA, UTAH:

I, the undersigned, hereby apply to the Town of Mantua ("Town") for culinary water service from the Town for my premises located at _____, and hereby agree as follows:

1. I hereby agree 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. In order to protect the integrity of the system, if the service is to be disconnected during the months of October through March, the Superintendent may direct the service to be disconnected at the main. In such case, I agree to bear the cost for such disconnection at the main.
2. I agree to pay water charges within the due dates fixed by the governing body. In the event of a failure to pay within the due dates, or upon failure of the owner or occupant of the premises to conform to the ordinances and regulations established by the governing body regulating the use of the water system, the Town shall have the right to discontinue the water

system service at its election, pursuant to five (5) 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 the Town's ordinances or regulations issued thereunder is eliminated or corrected.

3. I agree to be bound by the rules, regulations, resolutions, and ordinances enacted now or hereafter by the Town applicable to the Town's culinary water system.
4. I hereby deposit one hundred dollars (\$100) with the Town on the filing of this application for water service, and I agree and understand that the Town may, but need not, apply the deposit upon bills due for prior service and that the right of the Town to shut off service as above provided shall exist even though the deposit has not been applied to the payment of past due bills for services. On final settlement of the applicant's account, any unused balance of the deposit shall be refunded to the applicant upon return of the security deposit receipt issued by the Town at the time the deposit is made.
5. I agree that the deposit shall not be considered as an advance payment for any service. Charges and unpaid accounts shall be considered delinquent notwithstanding the existence of the deposit, and the user of water service shall not have the right to compel the Town to apply the deposit to any account to avert delinquency.

DATED this _____ day of _____, 200__.

Applicant

SECTION 7. Non-Owner Applicant; Agreement of Owner.

Applications for water service made by the tenant of any owner shall, in addition to the above requirements, be guaranteed by an agreement signed by the owner of the premises or the owner's duly authorized agent in substantially the following form:

AGREEMENT

1. I warrant that I am the owner of the property located at _____.
2. In consideration of the acceptance of the application for water service submitted by _____ (tenant), I or we will pay for all charges, fees and costs at _____ (premises) in case such tenant or occupant shall fail to pay for the same according to the ordinances, rules, regulations, and resolutions enacted by the Town.
3. I expressly grant a lien upon the premises above described so that any delinquent water billings must be paid before any services can be provided to any subsequent user of water at these premises. This lien shall bind any

subsequent owner, possessor, occupant, tenant, landlord, person, or entity using or requesting use of Town water at these premises.

DATED this _____ day of _____, 200__.

Owner

SECTION 8. Rates and Connection Fees.

The rates, penalty fee for delinquency in payment, connection fee, inspection fee, reconnection fees, standby fees (fees paid after a connection application is approved until a final certificate of occupancy is issued for the structure) 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. A majority vote of those present and voting may adopt a resolution amending, fixing, or changing those fees or rates. 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. Rates for services furnished shall be uniform with respect to each class or classes of service established or that may hereafter be established. Rates may be established at different levels for premises outside the corporate boundaries of the Town.

SECTION 9. 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 it deems proper.

SECTION 10. Board of Equalization; Rates and Rebates.

The governing body is hereby constituted a board of equalization of water rates to here complaints and make corrections of any assessments deemed to be illegal, unequal, or unjust. The board may, if it sees fit, rebate all or any part of the water bill of any indigent person.

SECTION 11. Use without Payment Prohibited.

It shall be unlawful for any person to utilize the culinary water system without paying therefore, as herein provided, or without authority, to open any pipe, line, connection, stopcock, valve, or other fixture attached to the System 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 facility 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. Any person who violates any provision of this ordinance shall be guilty of a Class B Misdemeanor.

SECTION 12. **Delinquency; Discontinuance of Service.**

1. The Town Recorder or Superintendent shall furnish by mail or by leaving at the residence or usual place of business of each user a written or printed statement the amount of water service charges assessed against the user once each month or at such other regular intervals as the Town Council may direct.
2. The statement shall specify the amount of the bill for the water service and other fees, if any, and the place of payment and due date. If any person fails to pay the water charges within thirty (30) days from the due date, the Town Clerk or Superintendent shall give the consumer notice in writing of intention to discontinue the service to the consumer unless the consumer pays the bill in full within fifteen (15) days from the date of notice.
3. If the culinary water service is thereafter discontinued for failure to make payment, then before the water services to the premises shall again be provided, all delinquent water charges must have been paid to the treasurer or arrangements 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 to the premises shall again be provided, the consumer shall pay, in addition to all delinquent water charges, such extra charge for tuning the water on or off as the Town Council may have established by resolution. Until such resolution has been adopted, there shall be added an extra charge of fifty dollars (\$50.00) for turning on the water. Furthermore, in addition to such payments and penalties, a delinquent consumer may be required to make and file a new application and deposit if the previous deposit has theretofore been applied to the payment of delinquent bills. The Town may also enforce the payment of all delinquent water charges by an action at law in the name of the Town of Mantua.

SECTION 13. **Turning on Water after Being Turned Off Prohibited.**

It shall be unlawful for any person, after the water has been turned off from the premises for non-payment of culinary water charges, sewer charges, or other violations of the ordinances, 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 Town Recorder.

SECTION 14. **Separate Connections.**

It shall be unlawful for one user to receive service for a residence and a separate, detached, and independent commercial business, or 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. The prohibition herein provided shall not apply in those instances where the joint residential and business use are in existence at the time of the adoption hereof. If and when such use is discontinued or there is a change of ownership, or a severance of ownership between the residence and the business, then the "grandfather" protection afforded hereby shall terminate.

SECTION 15. **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 the user's premises.

SECTION 16. **Cross Connections Prohibited.**

To maintain the integrity of the water system and to maintain water quality, it shall be unlawful for any water user to intentionally or through negligence cause there to be a "cross connection" of Town culinary water with any other water source. Furthermore, a Town culinary water source shall not be connected by pipe, hose, or submersion, or brought into contact with another water source through any other means, which may result in contamination or risk of possible contamination.

SECTION 17. **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 service 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 violative of the provisions of this part relating to separate connections and unauthorized use.

SECTION 18. **Pipes To Be Kept in Good Repair.**

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

SECTION 19. **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 depths below ground as may be specified by regulations relating to the water department. All work, alterations, and extensions affecting water pipes shall be subject to the acceptance of the Superintendent, and no connections with any water mains may be made without first obtaining a permit therefor from the Town Recorder or Superintendent.
2. No consumer may be permitted to conduct water pipes across lots or buildings to adjoining premises, except as permitted by the Superintendent and subject to such requirements relating to controls as may be imposed by the Superintendent.

SECTION 20. **Waste; Faulty Equipment.**

1. It shall be unlawful for any water user to:
 - (a) Waste water;
 - (b) Allow it to be wasted by stops, taps, valves, leaky joints or pipes, or to allow tanks or water troughs to leak or overflow;
 - (c) Wastefully run water from hydrants, faucets or stops through basins, water closets, urinals, sinks, or other apparatus;
 - (d) Use the water for purposes other than for those for which the user has applied or to use water in violation of the rules and regulations for controlling the water supply.
2. As directed by the Superintendent, water may be left running during designated times to prevent freezing.

SECTION 21. **Sprinkling Vehicles.**

Vehicles for sprinkling shall be regulated and controlled by the Water Department through the Superintendent.

SECTION 22. **Department to Have Free Access.**

The Superintendent and 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 23. **Non-liability for Damages.**

The Town shall not be liable for any damage to a water service user by reason of stoppage or interruption of the user's 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 extension operations, or from any other reasonably unavoidable cause. This section shall not be construed to extend the liability of the Town beyond that provided in the Governmental Immunity Act of Utah.

SECTION 24. **Water Not Supplied for Motors, Siphons, etc.**

No water shall be supplied from the Town water system for the purpose of driving a motor, siphon, 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 purpose except by special permission of the Town Council.

SECTION 25. **Sprinklers.**

1. It shall be unlawful for any person to use such number of outlets simultaneously or too use such sprinkler or combinations of sprinklers or outlets as will in the opinion of the Superintendent materially affect the pressure or supply of water in the System or any part thereof, and the Town Council may, from time to time, by resolution, specify combinations or numbers of outlets which may have such effect.
2. The Town Council shall, after determining that such improper use exists, notify the affected water user or the owner of the premises whereon such use occurs, of such determination in writing, order such use discontinued and advise that such continued usage constitutes a violation of this part.

SECTION 26. **Scarcity of Water.**

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

SECTION 27. **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 judgment of the Superintendent, 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 may refer the matter to the Town Council

water except by an authorized representative of the Town unless special permission is given by the Town through its representative to the customer to do so.

6. If a customer submits a written request to the Superintendent to test the customer's water meter, the Town may, if under the circumstances it deems 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 (12) 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 percent to 103 percent accuracy under methods of testing satisfactory to the Town, the meter shall be deemed to accurately measure the use of water.
7. If the Town's meters fail to register at any time, the water delivered during the period of failure shall be estimated on the basis of previous consumption during a period which is not questioned. In the event a meter is found to be recording less than 97 percent or more than 103 percent of accuracy, the Town shall make such adjustments in the customer's previous bills as are just and fair under the circumstances.
8. All damages or injury to the lines, meters, or other materials of the Town on or near the customer's premises cause by any act or neglect of the customer shall in the discretion of the Town be repaired by or at the expense of the customer, and the customer shall pay all costs and expenses, including reasonable attorneys' fees, 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 Water Department, or collect such costs from the customer.

SECTION 29. **Permits for Installations.**

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

SECTION 30. **Applications for Installation Permit.**

1. Applications for permits to make water connections or other alterations or for laying or repairing lines connected directly or indirectly to the Town water system shall be made in writing by a licensed plumber, the owner of the premises, or authorized agent. Applications shall describe the nature of the work to be done for which the application is made. The application shall be granted if the Superintendent determines that:

- (a) The connection, repair, alteration, or installation will cause no significant permanent 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 required by the Town.
2. All connections, alterations, or installations shall be to the line and grade designated by the Superintendent.
 3. Fees for permits or for inspection services shall be of such amounts as the Town shall from time to time determine by resolution.

SECTION 31. Moving or Replacement of Water Lines.

In the event that the Town in its sole discretion determines that any water line of the Town must be moved or replaced, the Town shall bear that portion of the cost of such move or replacement which applies to main lines up to the property line of the customer. The cost of reconnecting such new line or lines from the house or business of the customer to the property line shall be borne by the customer.

SECTION 32. When Permits Shall Not Be Issued.

Permission to connect with the Town water system shall not be given unless the plumbing in the house or building to be connected meets the provision of the building and plumbing codes of the Town.

SECTION 33. Discontinuance of Service.

Any customer desiring to discontinue service shall notify the Town in writing of such fact at least ten (10) days before the date when such service shall be discontinued. If the services are to be disconnected during the months of October through March, the Superintendent may direct the disconnection to be made at the main. Disconnection costs shall be borne by the owner or user requesting disconnection. Upon giving such written notice, the customer shall not be responsible for water bills incurred after the date specified in the notice. Any credit balance in favor of the customer as a result of an advance payment of bills or a deposit made shall be refunded upon discontinuance of service.

SECTION 34. Fire Hydrants.

Water for fire hydrants shall be furnished free of charge by the Town. Installation and repairs of such hydrants shall be at the expense of the Town and shall be made under the direction of the Town. All customers shall grant the Town, upon demand, a right-of-way or easement to install and maintain such hydrants on their premises if the Town

concludes that hydrants shall be so installed for the protection of the residents of the Town.

SECTION 35. **Service or Connections Outside City Limits.**

Nothing herein contained shall be construed to require water connections or services outside the corporate limits of the Town, and such shall be discretionary with the Town Council, or as may be governed by other ordinances.

SECTION 36. **Penalties.**

Any violation of this ordinance shall be punishable as a Class B misdemeanor. The Town may also seek appropriate civil and equitable relief.

SECTION 37. **Severability.**

If any term or provision of this Ordinance shall, to any extent, be determined by a court to be void, voidable, or unenforceable, such terms or provision shall not affect any other term or provision of this Ordinance.

SECTION 38. **Effective Date.**

This ordinance shall become effective upon publication and posting, as provided by Utah Code Ann. § 10-3-711.

APPROVED AND ADOPTED by the Mayor and Town Council of the Town of Mantua, this 20th day of July, 2006.

Kent C. Jaffer
Mayor

[SEAL]

ATTEST:

Adriana Forester
Recorder/Clerk