

## HILDALE CITY RESOLUTION NO. 2017-06-03

### A RESOLUTION AMENDING THE HILDALE CITY/ COLORADO CITY UTILITY DEPARTMENT WATER SERVICE REGULATIONS.

WHEREAS, the City of Hildale, Utah, and the Town of Colorado City, Arizona, have entered into an Intergovernmental Cooperative Agreement for Utilities Systems, Management, Operation and Maintenance; and

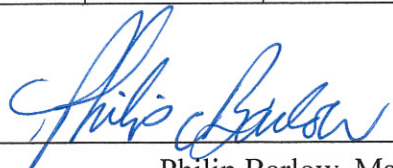
WHEREAS, the United States Court District of Arizona has ordered the Cities, through an injunctive order, to amend the current Water Service Regulations within 60 days of April 18, 2017, in regard to transferring water connections, making the regulations available to public, and regulating how the Regulations are to be modified, emphasizing that the Water Service Regulation may not be enforced in a manner that discriminates based on religion; and

WHEREAS, through the established Utility IGA, the Utility Board did convene in a properly noticed public meeting on May 30, 2017, to amend the Water Regulations and the Board reviewed and have recommend changes to the Water Service Regulations in chapters 30.10 A, C, D, and E, 30.30 D, and adding to chapter 30.10 B, and 30.30 footnote 1" and have made changes to chapter 100.2 deleting section I, and adjusting the paragraph numbering A through F; and


NOW THEREFORE, BE IT RESOLVED, by the City Council of Hildale City, Utah, that the Water Service Regulations be amended as recommended by the Utility Board, pending the approval of the United States Court (See Attached Water Service Regulations).


**PASSED AND ADOPTED BY THE CITY COUNCIL OF HILDALE CITY, UTAH, ON  
THIS 13<sup>th</sup> DAY OF June, 2017 BY THE FOLLOWING VOTE:**

Council Member Roll Call Vote		YES	NO	ABSTAIN	ABSENT
Carlos Jessop	Council Member	X			
Brian Jessop	Council Member	X			
Edwin Barlow	Council Member	X			
Doran Jessop	Council Member	X			
Elmer L. Johnson	Council Member	X			

  
Philip Barlow, Mayor

Attest:

  
Raymond C. Barlow, City Recorder





**HILDALE UTAH  
and  
COLORADO CITY ARIZONA  
WATER DEPARTMENT**

**WATER SERVICE REGULATIONS**

Amended June 13, 2016

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**HILDALE UTAH  
and  
COLORADO CITY ARIZONA  
WATER DEPARTMENT  
WATER SERVICE REGULATIONS**

**10. GENERAL**

- A. These Water Service Regulations are designed to govern the supplying of and utilization of Water Service consistent with prudent utility practice and with safety to Customers and to the Department. *(See A.R.S. Title 9, Chapter 5, Public Utilities)*
- B. These Water Service Regulations and all Rate Schedules are on file in the office of the Department, and copies are obtainable by any Customer without charge upon request.
- C. These Water Service Regulations shall be applicable to all of the Department's Rate Schedules as is fully set forth in said Rate Schedules.
- D. These Water Service Regulations, subject to revisions from time to time, supersede and annul all regulations, by whatever term designated, which may heretofore have governed the supplying and taking of the Department's Water Service.
- E. The Department may supplement these Water Service Regulations with such other administrative rules, forms, and specifications as may be necessary to properly enforce and administer these Water Service Regulations and the applicable Rate Schedules and to comply with the intent of the same; except as any modifications or amendments are consistent with prior regulations, in which case, the modifications or amendments shall be deemed to be a continuation of the prior regulations.

## **20. DEFINITIONS**

- A. CUSTOMER - Any individual, partnership, association, firm, public or private corporation, or governmental agency receiving Department's service at any specified location.
- B. DEPARTMENT - Water Department of Hildale and Colorado City
- C. CITY - Hildale, Utah and/or Colorado City, Arizona and/or the Water Department of Hildale/Colorado City.
- D. WATER SERVICE - The availability of water, irrespective of whether any water is actually used. Supplying of service by the Department consists of the maintenance by the Department, at the Point of Delivery. (Includes service for private fire protection.)
- E. POINT OF DELIVERY - The Customer's meter, or the point where the Department's service lines are joined to the Customer's lines or apparatus on the back side of the meter, unless otherwise specified in the Customer's Service Agreement.
- F. CUSTOMER'S INSTALLATION - In general, all piping and apparatus of any kind or nature on the Customer's side of the Point of Delivery (except the Utility's meter installation) useful in connection with the Customer's ability to take Water Service.
- G. SERVICE FACILITIES - The lateral, pipe, meter, and meter box owned by the Department connecting the Department's distribution system to the Customer's service.
- H. MONTH - An interval of approximately thirty (30) days between successive meter reading dates, except where the calendar month is specified.

- I. SERVICE AGREEMENT - The agreement or contract between the Department and the Customer pursuant to which, service is supplied and taken.
- J. NOTICE - Unless otherwise specified, a written notification delivered personally or mailed by one party to the other at such other party's last known address, the period of notice being computed from the date of such personal delivery or mailing.
- K. METER - The meter or meters, together with auxiliary devices if any, constituting the complete installation needed to measure the water supplied to any individual Customer at a single Point of Delivery. See Section 70.10 for required size of meter.
- L. CUSTOMER EXTENSION - Any branch from, or continuation of, an existing line to the Point of Delivery to the Customer, including increase in capacity of any of the Department's existing facilities, or the changing of any line to meet the Customer's requirements and including all mains, laterals, and meters.
- M. LATERAL - Any branch from a main line up to the customer's property line including a meter valve and excluding the meter.
- N. RATE SCHEDULE - Water rate tariffs, as adopted by the City.
- O. PERMANENT SERVICE - Service to residential, commercial or industrial customers when the use of service, both as to amount and permanency, can be assured.
- P. CROSS CONNECTION CONTROL DEVICES - Any device approved by the department to be used to prevent backpressure or back-siphonage in a water line.
- Q. DEVELOPER - Any individual, company, group, or organization other than the Department who is responsible to install main lines and service lines,

including appurtenances according to the Standard Specifications for Design and Construction adopted by the Department.

R. TEMPORARY SERVICE - Service to customers when the use of service is of a temporary nature or the ventures are of such uncertain speculative character as their permanency is questionable. Temporary Service may include but is not limited to:

1. Construction work.
2. Circuses.
3. Bazaars.
4. Fairs.
5. Concessions and similar enterprises.
6. Mining or oil and gas production operations during a preliminary development period.

### **30. SERVICE AGREEMENTS**

#### **30.10 FORM AND EXECUTION OF SERVICE AGREEMENTS**

- A. Each applicant for service shall make a written application on such forms as the Department shall prescribe and pay the fees and charges adopted by the Department and provided for herein. In lieu of standard application forms, a formal contract may be entered into.
- B. In order to transfer an existing water connection from the name of an existing Customer to the name of a new Customer, where the existing Customer has not applied to transfer service to the new Customer's name, the new Customer need only:



- a. Attest under penalty of perjury, by signing and submitting the application for utility services, that the new Customer owns the property for which he/she is seeking a utility connection or has the owner's permission to occupy or obtain utility services at the property; and
  - b. Show proof of ownership of the property, permission to occupy, or obtain utility services at the property. Such documentation may take the form of a deed or an occupancy agreement, rental agreement, lease, or other document showing permission by the owner to occupy or seek utility services.
- C. A meter install fee will be charged for all new water services. If the Customer does not meet the necessary application requirements such as payment of an impact fee or construction costs, the service application will expire after six months and connect fees or deposits that have been paid will be refunded. The application fee is non-refundable.
- D. A subdivider or developer seeking multiple connections shall enter into a written agreement with the Department which shall constitute an application for permission to make the extensions and connections and specifying the terms and conditions under which the water extensions and connections shall be made and the payments that shall be required.
- E. The Department's prescribed forms, when complete and signed by the Department's authorized representative as well as the Customer, becomes a binding Service Agreement. Receipt of Water Service shall constitute an agreement to abide by all provisions of the standard application form and these Water Service Regulations.

### **30.20 IMPLIED SERVICE AGREEMENT**

In the absence of a signed Service Agreement, the delivery of Water Service by the Department and acceptance thereof by the customer shall be deemed to

constitute an agreement by and between the Department and the Customer for delivery and acceptance of Water Service under the terms and conditions contained in these Water Service Regulations and the applicable Rate Schedule.

### **30.30 DEPARTMENT'S RIGHT TO CANCEL SERVICE AGREEMENT OR TO SUSPEND SERVICE**

- A. For any default or breach of Service Agreement by the Customer, including failure to pay bills within the specified period, the Department, in addition to all other legal remedies, may suspend service (disconnect for non-payment) at the location where such default has occurred. Any customer whose service has been disconnected for non-payment and whose service has not been reconnected within thirty (30) days shall have their account terminated. The customer's deposit shall be applied to the balance due; any remaining amount due shall be sent to collections.
- B. No such termination or suspension, however, will be made by the Department without five days' notice to the Customer, stating in what particular manner the Service Agreement has been violated, except that no notice need be given in cases of theft or unauthorized use or disposition of service by the Customer, or where in the Department's judgment, the Customer is violating or threatening to violate the Water Service Regulations or other ordinances, laws or codes or the provisions of these Water Service Regulations.
- C. Also, no notice need be given in case of emergency, other dangerous condition on the Customer's side of the point of Delivery, or in case of utilization by the Customer of service in such manner as to cause danger to persons or property, or to jeopardize service to the Customer or others.
- D. Upon request by a new Customer meeting the terms outlined in Section 30.10 above, the the Department will cancel the current Customer's Service

Agreement<sup>1</sup> The intent is to facilitate the transfer of service to a new occupant as quickly as possible. The intent is not to facilitate self-help evictions of existing occupants.

- E. Failure of the Department at any time after any such default or breach either to suspend supply of service, or to terminate the Service Agreement, or to resort to any other legal remedy, or its failure to exercise on any one or more of such remedies shall not affect the Department's right to resort thereafter to any one or more of such remedies for the same or any future default or breach by the Customer.
- F. No such cancellation or suspension shall release the customer from his prior obligation.

#### **30.40 CANCELLATION OF SERVICE AGREEMENT BY CUSTOMER**

- A. Unless otherwise provided in the Service Agreement, where the Customer entirely suspends operations with the intention to permanently abandon them, the Service Agreement may be canceled by written notice to the Department not less than 30 days before the date upon which service is to be terminated.
- B. No such cancellation shall release the Customer from his prior obligation.

#### **30.50 SUCCESSORS AND ASSIGNS**

- A. Service Agreements shall inure to the benefit of and be binding upon the respective heirs, legal representatives, or successors by operation of law, of the parties thereto.

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<sup>1</sup> Historical Note: The termination of a current Customer's service agreement upon application of a third party new Customer is upon order of the United States District Court for the District of Arizona, Judgment and Decree Granting Injunctive Relief, dated April 18, 2017.



- B. The Customer may assign his Service Agreement to a third party only with the written consent of the Department.

## **40. SUPPLYING AND TAKING OF SERVICE**

### **40.10 WATER SUPPLY**

The Department's goal is to supply culinary water at a pressure not less than 20 pounds per square inch. The Department may, at its option, provide other pressures.

### **40.20 SUPPLY OF SERVICE**

- A. Service will be supplied only under and pursuant to these Water Service Regulations, and any modifications or additions thereto, and such applicable rates and fees as may from time to time be adopted.
- B. Service will be supplied under a given Rate Schedule only at such Points of Delivery as are adjacent to facilities of the Department adequate and suitable as to capacity and pressure for the service desired.
- C. If a request for service is made for property that is not adjacent to main water lines adequate and suitable as to capacity and pressure, it is the Customer's responsibility to pay for design and construction of the necessary infrastructure to serve the property.
- D. The Department may require the Customer to enter into a development agreement as outlined in Section 100.2, that requires the Customer to provide an engineered design for the construction and assurances that the construction will be completed according to Department standards.
- E. Special rate agreements for customers who are not included in existing customer classifications and have usage characteristics different from other

customers, may be negotiated between the Customer and the Department without requiring an amendment to the Rate Schedule.

- F. The service area of the culinary water system is restricted to gravity flow limits within Hildale and Colorado City boundaries. The Department shall not be obligated to extend water mains within city boundaries beyond the gravity flow limits of the water system.
- G. In the event the Department chooses to extend water mains beyond the gravity flow limits, the users benefited by such services shall be required to pay a reasonable surcharge, as determined from time to time by resolution of the respective city council, to offset pumping costs, including but not limited to, pump replacement costs, electricity, and operation and maintenance costs of water distribution facilities.
- H. The Department is not obligated to develop or construct any pumping station to serve property outside of the gravity flow limits.

#### **40.30 SCARCITY OF WATER**

- A. In the event of scarcity of water, the adopted conservation policy shall be implemented with benchmarks outlined below, and with all sources at maximum capacity.
  - 1. Stage 1: When storage capacity drops to 75% or below based on a ten day average. (i.e., water tanks cannot recover each day).
  - 2. Stage 2: When storage capacity drops to 60% or below based on a five day average.
  - 3. Stage 3: When storage capacity drops to 45% or below based on a five day average.



4. Stage 4: When storage capacity drops to 25% or below based on a five day average.
- B. The Utility Board may recommend to the Mayor of Hildale and Mayor of Colorado City to issue a proclamation to immediately limit the use of water to such an extent as may be required for public health, safety and welfare and also, said proclamation may determine the method, manner and time of use of said water.
- C. The Department shall have authority to make operational adjustments and/or changes to the potable water system for the purpose of protecting the system from damage, maintaining water supply, or restoring the system to operation after a system failure.

#### **40.40 CONTINUITY OF SERVICE**

- A. The Department will use reasonable diligence to supply steady and continuous service, but does not guarantee the service against irregularities or interruptions.
- B. The Department shall not be liable to the Customer for any injury, loss, or damages occasioned by or related to irregularities or interruptions from whatever cause, nor shall such interruption or irregularity constitute a default in the Service Agreement or on the part of the Department.

#### **40.50 COMPLIANCE WITH REGULATIONS**

- A. If compliance with orders or formal requests of any governmental agency, curtailing or diverting the Department's available water resources, make it impossible for the Department to supply the full water requirements of all its Customers, the Department shall not be liable for any injury or loss caused by the resultant curtailment, in whole or in part, of its supply to any Customer.

- B. If any such curtailment reduces the amount of water available to a Customer, such a Customer shall be relieved of the obligation to pay more than the amount of water from time to time made available by the Department.
- C. Inability on the part of the Department to meet its contractual obligations to any Customer, when such inability is due to the Department's compliance with an order or formal request of a governmental agency, shall not constitute default on the part of the Department as to any contract or agreement, and any contract or agreement affected by such compliance shall remain in full force and effect except as necessarily modified during the effective period of such order or formal request.

#### **40.60 SUSPENSION OF SERVICE FOR REPAIRS AND CHANGES**

- A. When necessary to make repairs or changes in the Department's Water facilities or other property, the Department may, without incurring any liability therefore, suspend service for such periods as may be reasonable, necessary, and in such manner as not to inconvenience the Customer unnecessarily.
- B. The Department may or may not notify the Customer prior to making the repairs or changes without incurring any liability.

#### **40.70 USE OF SERVICE**

- A. Service shall be supplied directly to the Customer through the Department's own meter.
- B. One meter may serve more than one building located on the same lot and under the same ownership, providing that the meter is sized according to the total number of fixture units connected to the service according to Table 70.10.. (example: a 1" meter may be required instead of a ¾" meter.)

- C. No user is permitted to install water pipes across lot lines or adjoining premises on different lots without special permission from the Utility Board and must have related controls and appurtenances.
- D. In no case shall the Customer, except with the consent of the Department, extend or connect his installation to lines across or under a public street, alley, lane, court or avenue, or other public space in order to obtain service for an adjacent property through one meter, even though such adjacent property be owned by the Customer. *(There are some existing non-conforming uses across lots that are allowed to remain unless the Utility Board finds a sufficient reason to require a separate meter at a subsequent time. If the required meter does not constitute an additional impact on the water system, it will be deemed exempt from the requirements of a development impact fee.)*
- E. It shall be unlawful to install meters or other apparatus or facilities for the purpose of reselling or otherwise disposing of service supplied the Customer to lessees, tenants, or others, except in accordance with a Service Agreement of the Department which specifically authorizes such use of the service. *(A.R.S § 45-112)*
- F. In case of such unauthorized sale, extension, or other disposition of service, the Department may immediately discontinue the supplying of service to the Customer until such unauthorized sale, or act is discontinued and full payment is made for all service supplied or used, billed on proper classification and Rate Schedules, and reimbursement in full is made to the Department for all extra expenses incurred, including attorney fees, expenses for clerical work, testing and inspections.
- G. Nothing herein shall be deemed to preclude the power of the Department to require separate pipes, connections or meters at a subsequent time if sufficient reason exists. A sufficient reason exists where in the judgment of the Department, a separate meter is necessary to adequately measure use and determine water charges to the respective users.



- H. Culinary water service is intended primarily for inside use and only allowed for conservative outside use when alternate sources of water are not available. Alternate sources are irrigation water or private well water.
- I. It shall be unlawful for any water user to allow water to be wasted. If a user engages in practices which result in the needless waste of water and continues to do so after reasonable notice to discontinue the waste has been given, such action shall be considered an infraction, and upon conviction, subjects the violator to penalty provision of the city code. (*A.R.S § 45-112*)

#### **40.80 RIGHT-OF-WAY**

Without reimbursement, the Customer shall make or procure conveyance to the Department a right-of-way satisfactory to the Department across the property owned by or controlled by the Customer for the Department's lines or extensions thereof necessary or incidental to the supplying of service to the Customer.

#### **40.90 ACCESS TO PREMISES**

The duly authorized agents of the Department shall have access at all reasonable hours to the premises of the Customer for the purpose of inspecting Customer's and/or Department's water lines and apparatus, removing or replacing the Department's property, reading of meter, and all other purposes incident to the supplying of service.

### **50. CUSTOMER'S INSTALLATION**

#### **50.10 NATURE AND USE OF INSTALLATIONS**

The Customer shall not employ or utilize any equipment or device so as to affect adversely the Department's service to the Customer or to others.

#### **50.20 CROSS CONNECTION CONTROL DEVICES**

The Department reserves the right to require the Customer to install and maintain, at Customer's expense, such Cross Connection Control devices as required in the Cross Connections and Backflow ordinance of the City Code.

#### **50.30 INSPECTION BY DEPARTMENT**

- A. The Department shall have the right, but does not assume the duty, to inspect the Customer's installation at any reasonable time..
- B. The Department shall also have the right to refuse to commence or to continue service whenever it does not consider such installation to be in good operating condition, but the Department does not in any event assume any responsibility whatever in connection with the Customer's installation.

#### **50.40 CUSTOMER'S RESPONSIBILITY**

- A. The Customer assumes all responsibility on the Customer's side of the Point of Delivery for service supplied or taken, as well as for the apparatus used in connection therewith, and shall indemnify the Department from and against all loss, cost, damage or claim and claims for injury or damages to persons or property occasioned by or in any way resulting from such service or the use thereof on the Customer's side of the Point of Delivery.
- B. Such indemnity shall extend to cover all expenses, including all attorney fees and court costs, incurred by the Department, with or without suit.
- C. Customers shall keep their pipes, connections and apparatus in good repair and protected from freezing at their own expense. No person except by proper authorization from the city shall be allowed to dig into the street.



## **60. DEPARTMENT'S INSTALLATION**

### **60.10 RELOCATION OF DEPARTMENT FACILITIES AT CUSTOMER'S REQUEST**

When, solely for the Customer's convenience, the Department is requested to relocate its facilities, the Customer shall pay to the Department the total cost of making the requested change, as that cost is determined by the Department.

### **60.20 PROTECTION BY CUSTOMER**

- A. The Customer shall protect the Department's water lines and apparatus on the Customer's premises and shall permit no one but the Department's agents or persons authorized by law to inspect or handle the same.
- B. In the event of any loss or damage to such property of the Department caused by or arising out of carelessness, neglect or misuse by the Customer or other unauthorized persons, the cost of making good such loss or repairing such damages, including attorney fees and court costs, shall be paid by the Customer.

## **70. METERING**

### **70.10 INSTALLATION**

- A. The Department will furnish and install necessary meter(s), and the Customer shall provide and maintain locations for the meter(s) free of expense and satisfactory to the Department. Meters shall be sized according to Table 70.10 below.
- B. The Customer will be responsible for all associated costs including meter upgrades, meter installation, and water usage rates.

- C. Only the Department's agents are authorized to connect the Department's meter to the Customer's service.

**Table 70.10 Meter Sizing**

Fixture unit values are referenced from the International Plumbing Code.

FIXTURE	OCCUPANCY	TYPE OF SUPPLY CONTROL	TOTAL FIXTURE UNITS
Bathroom Group	Private	Flush Tank	3.6
Bathroom Group	Private	Flushometer Valve	8
Bathtub	Private	Faucet	1.4
Bathtub	Public	Faucet	4
Bidet	Private	Faucet	2
Combination Fixture	Private	Faucet	3
Dishwashing Machine	Private	Automatic	1.4
Drinking Fountain	Offices, etc.	3/8" valve	0.25
Kitchen Sink	Private	Faucet	1.4
Kitchen Sink	Hotel, Restaurant	Faucet	4
Laundry Trays (1 to 3)	Private	Faucet	1.4
Lavatory	Private	Faucet	0.7
Lavatory	Public	Faucet	2
Service Sink	Offices, etc.	Faucet	3
Shower Head	Public	Mixing Valve	4
Shower Head	Private	Mixing Valve	1.4
Urinal	Public	1" Flushometer Valve	10
Urinal	Public	3/4" Flushometer Valve	5
Urinal	Public	Fush Tank	3
Washing Machine (8 lb)	Private	Automatic	1.4
Washing Machine (8 lb)	Public	Automatic	3
Washing Machine (15 lb)	Public	Automatic	4
Water Closet	Private	Flushometer Valve	6
Water Closet	Private	Flush Tank	2.2
Water Closet	Public	Flushometer Valve	10
Water Closet	Public	Flush Tank	5
Water Closet	Public or Private	Flushometer Tank	2

**Number of Fixture Units Per Meter Size and Footage of Pipe\***

METER SIZE	PIPING LENGTH FROM METER TO FURTHEST FIXTURE**									
	40	60	80	100	150	200	250	300	400	500
3/4"	32	32	32	32	32	24	19.5	15.5	11.5	9.5
1"	80	80	80	80	80	80	69	60	46	36
1 1/2"	151	151	151	151	151	151	151	144	114	94
2"	368	368	368	368	368	368	368	368	318	273

\*The Department may allow up to 10% more fixture units than shown in the table.

\*\*Horizontal Measurement Only.

Meter sizing will be re-evaluated when a building permit is issued or at any subsequent time.

Meter sizing from this table does not guarantee any minimum water flow or pressure.

## **70.20 EVIDENCE OF SERVICE USE**

The registration of the Department's meter shall be accepted and received at all times and places as prima facie evidence of the amount of water taken by the Customer.

## **70.30 METER TESTS AND BILL ADJUSTMENTS**

- A. When the accuracy of a meter is questioned, upon written request from the Customer, the Department will test the meter by comparing with a standard test meter.
- B. If the meter is found to be accurate within plus or minus five percent (5%), the Customer will reimburse the Department for the cost of said test. Prior to any test, the Department reserves the right to require a deposit to cover said costs.
- C. If the meter being tested is found to be more than five percent (5%) slow or fast, no charge shall be made for testing and the Department will adjust the

bill in proportion to the error (*either fast or slow*) for the period covered by the bill in question and until the date of installation of a new meter, but said adjustment period, in any event, shall not exceed 90 days.

- D. If a meter fails, the water delivered during the period of failure shall be estimated on the basis of previous consumption during a period which is not questioned.

## **80. BILLING**

### **80.10 BILLING PERIODS**

- A. Bills ordinarily will be rendered regularly at monthly intervals, but may be rendered more frequently at the Department's option.
- B. Non-receipt of bills by the Customer shall not release or diminish the obligation of the Customer with respect to payment thereof.

### **80.20 MINIMUMS**

- A. When a Customer applies for a new account or terminates an account during the thirty (30) day billing period, the applicable monthly minimum will be prorated.
- B. For all accounts which have not been terminated or disconnected by the department for non-payment, the base monthly service charge applies whether water is used or not because service is available and may be activated by the customer at any time. The monthly service charge is based on the fixed cost of operation and maintaining the water system so that the system is available to provide water to the customer.

### **80.30 SEPARATE BILLING FOR EACH POINT OF DELIVERY**



- A. Whenever, for any reason, the Department furnishes two or more meter installations for a single Customer or supplies service under a Rate Schedule which does not require a meter, each point of metering and/or Point of Delivery where no meter is required shall be considered as a separate service.
- B. A separate application and Service Agreement will be required, and the charges will be separately calculated for each separate service, except where the Department may, under special circumstances, waive this requirement.

#### **80.40 PAYMENT OF BILLS**

- A. All Charges due from the customer become delinquent if not paid on or before the due date set forth on the bill.
- B. The Customer is responsible to notify the Department of any changes in Customer's billing address. Any notice or document required or referenced in these regulations shall be deemed to be delivered, whether actually received or not if mailed to the billing address last provided by the Customer.
- C. Service may be thereafter disconnected ten (10) days after written notice has been mailed to the Customer or delivered to the service address.
- D. When so disconnected, service will not be restored until all sums due, including but not limited to monthly minimums and any expense of disconnecting and reconnecting the service, are paid.
- E. Upon becoming delinquent, a late penalty equal to five percent (5%) of all charges not paid on the due date will be assessed. Unpaid balances will then accrue interest from the due date at a rate of 1.5 percent per month.
- F. The Customer shall pay any attorney fees and court costs incurred in the collection of past due bills.



- G. The Department may elect to pursue collection of any outstanding charges as a lien against the property if the Customer of record does not pay outstanding charges.

#### **80.50 BILLING DISPUTE**

- A. In the event any portion of any bill is disputed, including questions relating to metering, the disputed amount shall be paid under protest when due.
- B. Said protest must be in written form and must be received by the Department on or before the due date of the bill in question.
- C. The protest shall be referred to the Business Manager for resolution. Upon their written determination of the amount due, the Customer may appeal to the Water Board.
- D. In the absence of such an appeal, the determination of the Business Manager shall be final. If protest is not made as herein provided, no adjustment will be made.

#### **80.60 CHARGE FOR RESTORING SERVICE**

If service to the Customer is discontinued for nonpayment of bill, or other violation of the Service Agreement, before service is reestablished, the Customer shall pay the Department a reconnect fee as per rate schedules, and pay the entire balance of the customer's pre-existing bill.

#### **80.70 TAX ADJUSTMENT CLAUSE**

In the event any city, municipality or other governmental body shall impose a gross revenue, occupation, or franchise tax upon the Department for water supplied, then the amount of such tax shall be billed to and paid by the Customers

receiving the water from the Department within the city, municipality or governmental body imposing said tax.

#### **80.80 THEFT OF SERVICE**

- A. It shall be unlawful for any person to utilize culinary water without paying therefore, or without authority to open any fire hydrant, stop cock, valve or other fixture attached to the water system unless it is done by proper authorization. *(A.R.S § 45-112)*
- B. In any case of tampering with a meter installation or interfering with the proper working thereof, or theft of service by any person, the Customer shall be liable to immediate discontinuance of service as provided herein, and the Department shall be entitled to collect from the Customer at the appropriate rate for all water not recorded on the meter by reason of such tampering, interfering, or theft or service diversion, as such amount may be estimated by the Department from the best available data. *(A.R.S § 45-112)*
- C. The customer shall also pay all expenses, including attorney fees and court costs, incurred by the Department in the collection of amounts due and or in the remedying of any tampering, interfering or theft. Theft of service is a misdemeanor.
- D. It shall be unlawful for any person, after the water has been turned off for non-payment of water charges or other violations, to turn on or allow the water to be turned on or used without authority from the Department.

### **90. DEPOSITS**

#### **90.1 WHEN REQUIRED**

- A. The Department, at the time application for Water Service is made or at any time thereafter, may require a non-interest bearing cash deposit or guarantee

satisfactory to the Department to secure the payment of bills as they become due.

- B. The amount of such deposit may be equivalent to the estimated cost of service for 60 days, as estimated by the Department.
- C. Such deposit or guarantee may be held in its entirety by the Department until final settlement of the Customer's account.
- D. Reasons for deposits may include, but are not limited to: poor payment history and temporary services.

## **90.2 THIRD PARTY GUARANTEES**

Third party guarantees in lieu of a deposit shall be permitted upon demonstration of a guarantor's satisfactory credit.

## **90.3 LETTER OF CREDIT**

In lieu of a deposit, the Department may accept a letter of satisfactory credit from the last utility from which the new Customer has taken service.

## **90.4 REFUNDS**

- A. Deposits shall be refunded upon the Customer's request after a satisfactory payment history of 12 months. Deposits shall be credited to the Customer's bills for Water Service.
- B. If the Customer is terminating service and that Customer's deposit balance remains greater than the Customer's last bill, the remaining balance, after crediting the bill, shall be refunded directly to the Customer or transferred to a different account as directed by the Customer.



## 100. HOOKUPS

### 100.1 GENERAL PROVISIONS

- A. Hookups to existing distribution system main lines shall be made at a cost to the Customer as shown in the adopted Rate Schedule.
- B. Any hookup not covered by the Rate Schedule shall be billed to the customer at actual cost of materials and installation. The cost of main lines and Laterals according to the City's Standard Specifications and Design, shall be the responsibility of the Developer or the Customer.

### 100.2 ESTABLISHMENT OF DEVELOPMENT IMPACT FEE

- A. A development impact fee is required as a condition for any new water service hookup or meter size upgrade.
- B. Impact fees are established and adopted in the form of a written resolution duly authorized and approved by Hildale and Colorado City Councils.
- C. Impact fees may be amended from time to time also by a resolution of the City Councils. Prior to amending the impact fees an Impact Fee Analysis must be completed according to state law in the respective states. (*See Utah Code Ann. §§ 11-36a-101 through -705 and A.R.S § 9-463.05*)
- D. As a credit toward the impact fee in Hildale, a customer may deed underground water rights to the City at the following rates<sup>2</sup>:
  - a. A ¾" meter would require .45 acre feet of underground water rights and 1.35 acre feet of surface water rights.

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<sup>2</sup> The specified average rates are deemed more appropriate than rates based on square footage of buildings, as the water system is expected to provide for the maximum meter flow rate regardless of building size. The water rights shown are the maximum credit amounts allowed for each connection.

- b. A 1" meter would require .6 acre feet of underground water rights and 1.8 acre feet of surface water rights.
  - c. A 1-1/2" meter would require .9 acre feet of underground water rights and 2.7 acre feet of surface water rights.
  - d. A 2" meter would require 1.20 acre feet of underground water rights and 3.6 acre feet of surface water rights.
  - e. Underground water rights shall be credited at \$5,500 per acre foot and surface water rights shall be credited at \$2,250 per acre foot.
- E. Nothing in these regulations requires Hildale or Colorado City to pay impact fees or to deed water for city development.
- F. All impact fees are non-refundable and non-transferable from one parcel to another parcel.

### **100.3 WATER MAIN LINE EXTENSIONS**

- A. Line extensions are required when there is not a water main in front of the property for which a customer or owner ("Developer") desires water service.
- B. When mainline extensions are installed by a developer, the Developer shall enter into an agreement with the Department. The development agreement may include provisions that if a new Customer connects to the main line within seven years after the development, the new Customer will pay a pre-determined amount that will be reimbursed to the Developer.
- C. Construction drawings must be submitted and approved by the city engineer prior to construction by the Developer. The work shall be done according to Department specifications, and any contractor performing such work shall not cover the work until it has been inspected and approved by the Department.



- D. Main line extensions installed by a Developer shall be warranted for a period of one (1) year after the line is completed and charged with water. The Developer shall be responsible for the cost of engineering and installing main lines and laterals according to the City's Standard Specifications and Design, which lines become property of the Department as soon as the lines are charged with water.

R End R