

Article 4-14

WATER SERVICE

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4-1401 Definitions.

(a) The following words and phrases, when used in this Article, shall have the meaning ascribed to them in this section unless the context clearly indicates a different meaning:

(i) Actual Cost: the amount at the time expended, including labor and transportation.

(ii) Budget Amount of Budget Bill: the estimate of the average charge for services at a single location over the plan year.

(iii) City: the City of Rock Springs, Wyoming, a body corporate and politic and political subdivision of the State of Wyoming.

(iv) City's Facilities: all lines, meters, hydrants and/or other equipment used in the transportation of water and to which the city has acquired an obligation pursuant to the Lease, Operation, Maintenance Service and Management Agreement.

(v) Commercial User: any business where commodities are exchanged, bought or sold or services rendered. For any combination of locations where service is

provided to both residential and commercial users, the commercial rate shall be charged for the entire amount of consumption unless separate meters are installed.

(vi) Corporation: A control valve directly attached to the main city water line to which a user's service line is connected.

(vii) Curb Stop: A control valve for the water supply of a building, residence, or other user facility, usually placed between the back of a sidewalk and curb, used to shut-off the water supply in the event of an emergency or non-payment.

(viii) Days: shall indicate calendar days and exclude initial date of service, but include the last day specified.

(ix) Deferred Balance of Budget Bill: the amount of the actual charges for the service minus the charges billed during the budget billing plan year. In the event the billed charges are greater than the actual charges, the balance will become a credit on the account.

(x) Delinquent Account: any amount outstanding twenty (20) or more days.

(xi) Extensions or Expansions: the addition of new services which require the construction of new distribution or transmission pipelines.

(xii) Fraudulent Use: any use of water service supplied by City to any User where such User intentionally or knowingly violates the provisions of this Article or any other Rock Springs Ordinance or intentionally or knowingly misrepresents to the City the use to which the User intends or does put the water, or the amount of water being used.

(xiii) Government User: any organization, agency or other political unit being responsible for the direction and supervision of public affairs.

(xiv) Industrial User (Light): any business whose processing of products results in none of the conditions described for heavy industry.

(xv) Industrial User (Heavy): any business whose processing of products results in the emission of any atmospheric pollutant, light flashes, or glare, odor, noise, or vibration which may be heard and/or felt

off the premises and those industries which constitute a fire or explosion hazard.

(xvi) Joint Powers Water Board or Board: the City of Green River, Wyoming, - City of Rock Springs, Wyoming, -- Sweetwater County, State of Wyoming Joint Powers Water Board created February 6, 1986 pursuant to the Joint Powers Agreement and Wyoming State Statutes § 16-1-101 and as amended and restated on August 4, 1987 to provide for inclusion of Sweetwater County in the Joint Powers Agreement.

(xvii) Lease, Operation, Maintenance, Service and Management Agreement: that certain Lease, Operation, Maintenance, Service and Management Agreement entered into by and between the City of Rock Springs, Wyoming and the City of Green River, Wyoming -- City of Rock Springs, Wyoming -- Sweetwater County, State of Wyoming Joint Powers Water Board dated February 29, 1988.

(xviii) Budget Billing Plan Year: the twelve month period following the initiation of the budget billing plan or its anniversary.

(xix) Maximum Amount of Water Available to the City: the amount of water determined by the Joint Powers Board from time to time to be the maximum amount of water that the Joint Powers Board is able to deliver to the City, given the amount of water available to the Board from its water rights, the Board's ability to treat and transport such water, and other demands for such water and weather conditions (including the effects of any drought).

(xx) Meter or Water Meter: an instrument used for measuring the quantity of water delivered to a specific point.

(xxi) Owner or his Agent or Representative: any person holding title to property which is receiving water service.

(xxii) Point of Connection: the point connecting or corporation of the City's main distribution line and the service line of the User.

(xxiii) Point of Use: the point of service termination on the Owner's premises.

(xxiv) Residential User: occupant of a premises for residential use, but not

including hotels, motels, or tourist homes. Residential Users also include the following:

1. Single Family Dwelling: a building used for occupancy by one family.

2. Multiple Family Dwelling: a building used for occupancy by two or more families living independently of each other.

3. Mobile Home/Mobile Home Park:

(xxv) Service: the supplying of water to any User pursuant to the provisions of this Article.

(xxvi) System: the portion of the Board's Water System leased to the City of Rock Springs pursuant to the Lease, Operation, Maintenance, Service and Management Agreement.

(xxvii) Temporary Service: such service as is granted upon application for a period of six (6) months or less to qualified Users in the area of construction, irrigation and dust control as determined by the City of Rock Springs.

(xxviii) User: residential, commercial, industrial or governmental customer receiving water service inside the boundaries of the City or of unincorporated Sweetwater County, Wyoming.

(xxix) User's Facilities; all piping, plumbing, equipment, and faucets, including a shutoff valve located in a curb box, and any other equipment whatsoever which is used in connection with transporting water located from the corporation cock with the City's facilities and such other equipment which is not a part of the City facilities. At the request of the City, User shall be required to install a curb stop. If service is terminated and curb stop has not been installed, service will not be renewed until the User installs curb stops. Curb stops shall also be required by the City on new lines or when a line is being replaced.

(xxx) Water Purchase Agreement: that certain Water Purchase Agreement entered into by and between the City of Green River, Wyoming -- City of Rock Springs, Wyoming -- Sweetwater County, State of Wyoming Joint Powers Water Board and the City of Rock Springs, Wyoming dated February 29, 1988. (Ord. No. 2005-07,

4/19/05; Ord. No. 18-12, 6/19/18).

4-1402 Purpose: Authority.

Water service will be supplied by the City of Rock Springs, Wyoming to Users in those areas of Rock Springs, Wyoming and Sweetwater County, Wyoming which are identified as a portion of the system leased by the City of Rock Springs pursuant to the Lease, Operation, Maintenance, Service and Management Agreement. Service will be supplied to such additional Users as are authorized by the City of Rock Springs and the joint Powers Water Board pursuant to the Water Purchase Agreement and/or Lease, Operation, Maintenance, Service and Management Agreement. All costs associated with said water service shall be paid only from revenues derived pursuant to the provisions of this Article.

4-1403 Application.

This Ordinance shall apply to any person, firm or corporation or association of any other nature who now is, or may hereafter become a residential, commercial, governmental or industrial user of the City.

4-1404 Application for Service.

The City shall require Owner or Owner's Representative or agent to make a request for service upon purchase of property. Submitting a request for service does not in itself bind the City to serve. It shall be the responsibility of the Owner to apply for service and establish an account. However, water usage on a particular meter will enable the City to bill for such consumption based on ownership reflected on the deed recorded with the Sweetwater County Treasurer. (Ord. No. 2005-07, 4/19/05). In a situation where an individual is acting as a bank and/or holding a mortgage for the buyer, doing a contract for deed, rent to own, and/or lease to purchase, the account will remain with the individual acting as a bank and/or a mortgage until the property has been paid for in full by the buyer and associated liens released from the title.

4-1405 Guarantee Deposits.

(a) A cash deposit may be required from any Owner to guarantee payment of current bills.

(b) The minimum amount of guarantee deposit to be required by the City shall be equal to three times the monthly average of annual consumption. Governmental accounts are exempt from guarantee deposits.

Upon notification of the deposit requirement, the Owner may immediately request a payment schedule for remittance of deposit. City may allow the deposit to be paid in a maximum of three (3) equal installments in addition to all other charges which are required to be paid monthly. Six months good credit history does not begin until the entire deposit has been satisfied. No payment schedule shall be allowed for deposits assessed due to termination of service pursuant to the provisions under Section 4-1408(h).

(c) After an Owner has established a payment history of maintaining current payments with no delinquencies over a period of six consecutive months, the deposit will be applied to the account on which it was paid, transferred to a different location or account of same Owner, or returned to Owner upon request.

(d) When service is discontinued any guarantee deposit, but less any sum which may be due for unpaid utility bills, will be applied to the account on which it was paid, transferred to a different location or account of same Owner, or returned to Owner. If the Owner should fail to claim such deposit when service is discontinued, a written notice shall be sent to the last known postal address. Unclaimed deposits shall be disposed of as required by state law.

(e) If any Owner has received three (3) consecutive termination notices during the previous twelve (12) month period, the City may require such delinquent Owner to post a guarantee deposit according to the prescribed schedule or to increase the amount of the guarantee deposit previously collected. Failure to post the amount of guarantee deposit requested may result in

termination of service.

(f) Guarantee deposits may be waived on new or additional locations for residential or commercial owners who have established six months of good credit history as determined by the City. Acceptable credit history requires, but is not limited to:

(i) all accounts of the Owner have not been assessed late fees for any six (6) consecutive months during the previous twelve (12) month period;

(ii) none of the Owner's accounts have been paid with insufficient funds or otherwise non-negotiable checks during the previous six (6) month period.

(g) Payments will be applied first to deposits in the proportion that water and sewer deposits are due. Any remaining payments will be applied to the service balance in proportion to the amounts due. (Ord. No. 2005-07, 4/19/05).

4-1406 Connection of Service.

(a) All equipment or facilities required for initial connection shall be furnished and paid for by the User. Thereafter, the City shall, own, operate, maintain, and replace all equipment necessary to connect User's facilities to the City's facilities.

All water consumption during construction will be metered and billed under provisions of this ordinance. Contractor shall also pay a non-refundable Service Connection Fee as set forth in the Water Connection Fee Schedule, approved and adopted by resolution of the Governing Body.

Notwithstanding the foregoing, a portion of the connection fees may, within the sole discretion of the City Council, be waived for real property owners within the slummed and/or blighted areas of the City as identified in Resolution 2006-16, who wish to modify an existing structure for business purposes and who would be required to install a sprinkler system for fire suppression to comply with the building and/or fire codes. The actual cost of any physical facilities required to make the connection will not be waived under any circumstances. (Ord. 18-12, 6/19/18)

(b) User's facilities shall be so located as to make the meter and curb stop easily accessible and convenient for the installation, operation, protection, metering and maintenance of the City's meters and equipment. The water supply shall enter the building at the location of the water meter. A full open valve shall be located on the supply side of the water meter and an approved check valve shall be located on the house side of the water meter. Unless approved by the authority having jurisdiction, the water meter shall be installed horizontally and within 24 inches of the water supply entering the building.

(c) The City shall not be required to install or maintain more than one connection direct from its facilities to the facilities of any one User. Each User shall install and maintain, at his own expense, all piping, plumbing, equipment, and faucets, including a shut-off valve located in a curb box meeting the City's specifications, to the point of connection to the City's facilities except for the meter which the City will provide and install. If a working curb stop is not accessible, the owner will be notified and given 30 days to correct the deficiency. If the deficiency is not corrected within 30 days, the City may install a new curb stop in the service line. All costs associated with the installation shall be added to the Owner's account.

(d) The City of Rock Springs will permit a secondary water service on a property:

(i) provided it does not adversely impact the distribution system;

(ii) the installation is to be metered and costs of installation are borne by the property owner;

(iii) after review and upon acceptance by City Engineering Staff and City Water Superintendent.

(e) All plumbing and equipment of Owner, including outside hydrants and faucets shall be connected, at the expense of Owner, to the service piping in such a manner that all water used by User shall pass through the meter.

(f) Temporary service shall be installed

at the cost of Owner and according to the specifications of the City. All temporary lines shall be removed by Owner at the request of the City and at the expense of Owner. The Owner may apply to the City to have lines become permanent which application shall be considered the same as an application for capacity increase by the City and the Joint Powers Board.

(98-06, Amended, 06/20/1998; Ord. No. 2005-07, 4/19/05).

(g) Separate water connection. Every building having plumbing fixtures installed and intended for human habitation, occupancy, or use on premises abutting on a street, alley, or easement in which there is public water system shall have a separate connection with the public water system. Where located on the same lot, multiple buildings may connect to a common metered water system that connects to the public water system and be buried at least 6 (six) feet deep for frost protection. (Ord. 2021-10; 10/5/2021)

4-1407 Refusal of Service.

(a) The City may decline to serve any User until he has complied with the federal, state and municipal regulations governing water service and with provisions of this Article.

(b) The City may decline to serve or to increase the size of the service connection to any User if, in the opinion of the City, it does not have adequate facilities to render the service applied for, or if the desired service is of character likely to unfavorably affect service to other users.

(c) The City may refuse to serve a User if the User's plumbing or equipment does not comply with the requirements of the Uniform Plumbing Code or is of such a character that satisfactory service cannot be given.

(d) The City may refuse to reconnect a service under the name of any other member of the family when the head of the household is unchanged and when service at that address had previously been disconnected for nonpayment of bills.

4-1408 Termination of Service.

(a) Every Owner who is about to sell any premises supplied with water service by the City shall give three (3) working or business days' notice in advance of specified date of sale. Accounts will only be closed upon the sale of a property. Minimum monthly charges outlined in the rate schedule determined periodically by the City representing the cost of making water service available to a consumer shall accrue regardless of monthly water usage, unless there are unusual or extraordinary circumstances. In such case, written request must be submitted for review to the billing department. Making such request does not guarantee approval nor does it obligate the City to make an exception to normal procedures. The Owner shall be held responsible for all service rendered at this location. If a property is purchased and an account is not established by the new Owner, the City may open an account for billing purposes based on deed ownership information recorded to the County Treasurer, which will automatically close any accounts for the previous Owner without requirement of notification.

(i) Pursuant to the provisions of this section, voluntary closure of an account will not result in permanent or temporary termination of water service to any location.

(b) Service may be terminated for nonpayment of bills, for violation of the provisions of this Article, or for fraudulent use of services after five (5) days' written notice that bills are delinquent or that the violation of the provisions must cease; provided, however, that where fraudulent use of service is detected, or where a dangerous condition determined by the City is found to exist on the User's premises, service may be terminated without advance notice. In addition, User's service may be terminated for non-payment of sewer account for the same property receiving water service. Service may be terminated at a location with current service for non-payment of an account at another location or previous location. The entire delinquent account balance must be paid in order to

avoid termination of service.

(c) Whenever service has been terminated by the City because of non-payment of delinquent billing or fraudulent use, as provided in this Article, such termination shall take place only between 8:00 a.m. and 4:00 p.m., Monday through Thursday, excluding legal holidays and the day preceding legal holidays and a charge to cover the cost of disconnection/reconnection may be collected by the City before service is restored. The amount of said charge will be the actual cost, as determined by the City. Any party liable for payment of a delinquent account shall agree in advance to bear the cost of collection of such account.

(d) In addition to the costs associated with disconnection/reconnection stated in paragraph (c) above, the City shall also require payment of all delinquent billings associated with that account prior to restoration of service and any delinquent sewer bills at the same property receiving such water service.

(e) Whenever service has been terminated by the City because of any default by the User or fraudulent use, as provided in this article, all regulations pertaining to new Users, including deposit requirements, shall be enforced.

(f) Deposits applied under this section shall not be eligible for payment under an installment schedule.

(g) All delinquent accounts including cost of collection shall, to the extent possible, be made a lien against the property receiving service.

(h) Whenever service is terminated because of fraudulent use, the City shall require a satisfactory payment for service rendered or damage caused to City facilities (in addition to the reconnection charge and actual cost), before service is restored.

(i) Any unpaid balance on any outstanding account may be applied to any other utility account issued to the same Owner. Refunds less than five dollars (\$5.00) will not be refunded by check. Upon request, a credit balance less than five dollars (\$5.00) on an account that has been closed will be issued by the Water Finance

Department.

(j) Terminated accounts that have been referred for collection may be considered inactive for accrual of late fees and billing purposes. (Ord. No. 2005-07, 4/19/05).

(k) If a working curb stop is not accessible, the owner will be notified and given 30 days to correct the deficiency. If the deficiency is not corrected within 30 days, the City may install a new curb stop in the service line. All costs associated with the installation shall be added to the Owner's account. All associated installation costs must be paid in full in addition to all delinquent bills and deposits as required in this Article prior to service being restored.

4-1409 Hearing.

(a) In cases where termination notice is required, such notice shall inform the User that he may request a hearing upon the proposed termination of service.

(b) Such request must be in writing directed to the Finance Director and made within five (5) days after having received written notice of termination.

(c) Pending the outcome of such a hearing, service may not be terminated.

(d) Hearings will be conducted at the earliest possible time after receipt of the User's request for hearing and in the following manner:

(i) A Hearing Board shall be established, consisting of three (3) members of the governing body, to serve on a rotating basis.

(ii) The Hearing Board shall have the authority to hear all appeals concerning water service termination. The Hearing Board shall determine whether fairness, equity and substantial public interest would be served by termination of the Users' service and in making such determination the Hearing Board shall consider:

(A) Whether such termination is justified and required under the provisions of this Article.

(B) Whether fairness, equity and substantial public interest would be better served by allowing the User to continue to receive water service even though

termination is justified and required under the provisions of this Article.

(iii) In cases where the Hearing Board determines that fairness, equity and substantial public interest will be best served by allowing the User to continue to receive water service, the Hearing Board may set terms and conditions under which User shall receive such water service.

(iv) At the discretion of the Hearing Board, the public may be excluded from hearings conducted pursuant to this subsection.

(v) If the Hearing Board determines that the User's services should not be terminated, the Hearing Board shall bring that recommendation before the entire City Council for final determination.

(vi) The Hearing Appeals Board will hear a maximum of two (2) appeals on any individual petition.

(vii) Any deferred payment agreement as approved by the Hearing Board must be signed by the customer and by the City.

(viii) Any customer requesting an appeal of the Hearing Board must be present at such an appeal or waive the right to further protest any actions of the board regarding his account.

(e) The Hearing Board may also hear other water appeals that are not directly related to the termination of service.

4-1410 Metering and Billing.

(a) The City will install and maintain all meters necessary to enable the City to render bills for each service connection furnished. All meters and other equipment furnished by the City will be maintained by the City and will remain in the ownership of the City.

(b) The Owner shall give the City, or its authorized agents, permission to enter User's premises at all reasonable times for the purpose of installing, inspecting, reading, repairing, or removing any or all of its equipment or facilities used in connection with the supply, metering and billing of water, or terminating service.

(c) Meters will be read at the time service is first established and thereafter at the City's regular periodic intervals approximately thirty days apart.

(d) The City shall periodically submit a statement of charges and fees accrued or estimated to have been accrued for each property or user connected to the water service system. This statement shall be submitted to the owner of the property, provided, however, that the owner may request in writing, upon a form provided by the City, that such statement be submitted to a tenant, lessee or other person so designated shall be the Owner's agent for purposes of billing and notice under this Article, and shall further provide for acknowledgment by the owner of their continuing responsibility for all charges or other obligations as shall be imposed by this Article.

(e) Bills showing separately the consumption, (in cubic feet), and charge for each service connection as well as work orders, deposits and other charges furnished will be rendered monthly and will become late if not paid within twenty (20) days after billing date and delinquent if not paid within forty-two (42) days after billing date.

(i) BILLING AND NOTICE SCHEDULE. (Note: Consumption starts on Day 1, therefore the time period allowed before shut off can reflect up to 77 days of actual consumption)

Read Meter 1-30 days	Billing Day 1	Billing Due Date Day 20	Late Fee Charged Day 21
Subsequent Months Billing Includes Late Fees and:			
Delinquent Notice Day 42		Shutoff Day 47	

(Ord. 18-12, 6/19/18)

(A) If the City is unable to read a water meter because of its inaccessibility or otherwise, the City may estimate consumption. As an alternative to estimation, customer may provide the Water Department with accurate readings on forms provided by the City. Every account shall be read by city personnel at least once every six (6) months. In no instance will the City accept responsibility to hold keys to private

property in order to obtain readings of water meters.

(ii) Residential Owners may request that charges for metered services be calculated using a "Budget Billing Plan." Budget bills will be rendered monthly showing the consumption determined by the plan in addition to charges for each service connection and work orders, deposits and other charges. The plan will determine the billed consumption based on the actual metered consumption, the budget amount, and the deferred balance. The monthly bill amount is calculated so as to bring the deferred balance to zero at end of each plan year. Thus while a customer's bill may never be identical, it will tend to be very near the same all year long.

(iii) Residential Owners requesting budget billing must have twelve (12) months of good credit history. Customers must agree to pay any unbilled charges upon termination of the plan or termination of their account. The budget amount is calculated over the previous twelve (12) months of charges, and may be adjusted by up to five percent (5%) during budget billing setup. Settle-up bills shall be prepared at the end of the plan year or upon termination to bring the deferred balance amount to zero. The plan may be terminated at the request of the customer, or by the City if the customer becomes delinquent.

(f) Any User who fails to pay the entire utility bill within twenty (20) days of the billing date shall be charged a late payment fee in the amount of two (2) percent of the past due amount. This provision shall not apply to other governmental entities receiving water service.

(g) No reduction of amounts billed will be made by reason of loss of water due to waste caused by leakage of equipment of User. No set off or credit for water used to prevent freezing of pipes will be given.

(h) The City reserves the right to install such meters or other devices as may be necessary for the efficient operation of the system for the detection and prevention of fraud or waste without notice to Owner. Whenever flat rate service is furnished for a

special use and a demonstrated abuse of such service occurs, the City may, upon written notice to User, meter such service and bill for water supplied under an applicable schedule.

(i) Should damage result to metering equipment from tampering or willful neglect by User, the City will repair or replace such equipment and may bill User for the actual City costs incurred.

(j) Meters will be inspected upon request or as needed. If requests for testing of meters is made by User the City shall charge User for the City's actual cost of making such test. When a meter is found to be more than three (3) percent fast, the City will refund to User the amount paid for such test, if any, together with the overcharge based on the corrected meter readings for the period in which the meter was in use, not exceeding six (6) months.

4-1411 Rate Schedules and Contract.

(a) All rate schedules are based on service to one User at one point for each class of service. For the purpose of billing, all meters serving a User's premises will be considered separately, and the readings will not be combined, except that where, for operating convenience or necessity, the City elects to install two or more meters instead of one meter at a central location, then the readings of such meters may be combined and billed as one account.

(b) The City may require a contract for a period of one year or more when User's requirements are unusually large or require special or unusual equipment.

4-1412 Responsibility.

(a) The User must obtain and furnish to the City all necessary permits to enable the City to supply service.

(b) The Owner shall be responsible for all damage or loss of the City's property located upon his premises unless occasioned by negligence of the City. The Owner shall pay all costs for replacement and/or repair of the City's meter resulting from User negligence such as failure to provide protection from freezing or corrosion of the

water meter. The use of water upon the premises of Owner is at the risk of Owner. The responsibility of the City, except for the meter, shall cease at the point of connection with the City's facilities.

(c) User shall be responsible for the installation and maintenance of all piping, plumbing and equipment on User's facilities beginning at the corporation cock including all costs associated therewith. The City shall not be liable for any loss or damage of any nature whatsoever caused by any defect in User's service piping or in User's equipment upon the premises of the City.

(d) The City does not undertake or agree to furnish or supply continuous or uninterrupted service to its users over and above the maximum amount of water available to the City as determined by the Joint Powers Water Board and shall not be held responsible or liable to any User for any loss or damage caused or occasioned by or arising from any interruption or delay in service, or from any failure to supply water occasioned by or due to accidents, breakdowns, washouts, fire, flood, drought, adverse weather conditions, earthquake, subsidence, ground collapse or landslide, interruption or delay in transportation or power supply, walkout, government law, order, regulation or interference, Act of God or other causes which are unavoidable or beyond the reasonable control of the City, or on account of strikes, riots, wars, or civil or military authority; nor in any event shall the City be responsible or liable for any consequential damages, unless occasioned or caused by the City's willful default or neglect.

(e) The City will not permit any physical connection between a private water supply and the City's distribution system.

(f) User shall, when requested by the City or when required by legally constituted authority, furnish, own, and install a back flow prevention device in the City's piping or plumbing. Said device shall be of a type acceptable to the City and shall be installed, tested in accordance with DEQ Chapter 12, Section 14 rules, or a schedule determined by the City, and maintained by or at User's

expense in accordance with the City's requirements. (Ord. No. 2005-07, 4/19/05; Ord. 18-12, 6/19/18).

(g) The City shall not be required to look to any person whatsoever other than the owner for the payment of charges. No change in ownership or occupation shall affect the application of this to pay those same charges, but shall not relieve the owner of the obligation to pay such similar charges as may be delinquent from prior periods or so may accrue in the future.

4-1413 Extensions or Expansions.

Extension or expansion of mains will be made only after prior written approval of the Joint Powers Board pursuant to the terms of the Lease, Operation, Maintenance, Service and Management Agreement.

4-1414 Schedule of Average Rates.

Water rates shall be determined from time to time by resolution of the governing body of the City of Rock Springs. (Ord. No. 88-07, 3-1-88; Ord. No. 94-14, 5-3-94).

4-1415 Miscellaneous Provisions.

(a) A service charge of Twenty Dollars (\$20.00) shall be incurred by all checks returned for insufficient funds. Payment in cash or by certified check may be required from customers with repeated insufficient check violations.

Any account which is past due to the point of having issued and/or delivered a Delinquent Notice for unpaid balances 42 days after the original bill issue date may be charged a fifteen dollar (\$15.00) fee for the issue of such notice.

(b) The City will allow contractors or others the use of fire hydrants for industrial or commercial use after entering into a written agreement with the City. Written agreements shall be accompanied by a cash bond or other surety. (Ord. 18-12, 6/19/18)

(c) Any property deemed inaccessible due to the absence of the property owner will be entered for emergency work only if accompanied by an officer of the Rock Springs Police Department. The officer shall witness the work performed.

(d) The property owner shall be ultimately responsible for delinquent accounts.

(e) It shall be the policy of the City to act immediately when fraudulent use of water is discovered. The User will be given 24 hours to cease and desist followed by immediate prosecution if necessary.

(f) The City does not assume responsibility for the maintenance, operation or location of the customer's curb stop. All Owners are required to install and maintain a working curb stop. If a property is delinquent as outlined in this Article and does not have a working curb stop, the city may install a curb stop for purposes of terminating water service, either by City staff and/or a contractor chosen by the City. In such case, the Owner shall be responsible for all costs associated in such process. All associated costs shall be added to the Owner's account and must be paid in full, as well as delinquent bills and deposits as required in this Article, prior to service being restored.

(g) Any water sample requested by the User exceeding current EPA Region 8 and Wyoming DEQ rules and regulations, shall be charged to the User at the City's actual cost of the sample(s).

(h) Waiver agreements become void upon relocation of a tenant and the outstanding balance shall revert to the property owner.

(i) The provisions of this article shall supersede all other regulations regarding water service heretofore adopted by the City and with which they do not conflict. (Ord. No. 88-07, 3-1-88; Ord. No. 94-14, 5-3-94; Ord. No. 2005-07, 4/19/05; Ord. 2021-10, 10/5/21).