
Chapter 12

SEWERS

Article

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Article 12-1

DEFINITIONS

Section

12-1-1	Definitions.
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§ 12-1-1 DEFINITIONS.

For the purpose of this chapter, the following definitions, [\(and their plural versions\)](#), and those set forth in Chapter 12A shall apply unless the context clearly indicates or requires a different meaning:

~~**AVAILABLE** means a public sanitary sewer that is within 100 feet of any part of the property is considered an available public sanitary sewer to that property.~~

CESSPOOL means a covered excavation in the ground receiving sewage or other organic wastes from a drainage system that is designed to retain the organic matter and solids, permitting the liquids to seep into the soil cavities.

CITY MANAGER means the City of Goodyear City Manager or his/her designee.

CITY SEWER SERVICE AREA means any ~~property receiving water service from the City or any private provider or from private wells shall establish a sewer account~~ [area where sewer infrastructure is present](#).

COMMERCIAL ACCOUNT means an account for a profit or nonprofit business, and multi-family residential accounts.

CUSTOMER means the property owner or any person, renter, lessee, occupant, government agency, nonprofit or entity responsible for payment of utility service(s) provided by the City.

DIRECTOR means the person or his/her designee authorized by the City Manager to administer, implement and enforce the provisions of this chapter.

EFFLUENT OR RECLAIMED WATER means non-potable water derived from processing sewage and which is used for certain landscape watering purposes, industrial use or other purposes.

INHABIT means to live or dwell in any structure required to have a utility account on a temporary or permanent basis.

NATURAL OUTLET means any outlet into a watercourse, ditch or other body of surface or ground water.

~~**MULTI-FAMILY RESIDENTIAL ACCOUNT** means an account for a multi-family dwelling unit at a residential property comprised of two or more dwelling units, including duplexes, apartments and condominiums, which have requested and receive utility service(s) from the City.~~

OCCUPANT ~~(OCCUPY)~~ means a person, persons or legal entity that, through rights of ownership, tenancy or other legal means has possession or the use of the subject real property.

PERSON means any enterprise, individual, partnership, co-partnership, firm, company, corporation, association, trust, estate, governmental entity, municipality, State or Federal agency or any other legal entity; or their legal representatives, agents, assigns or employee thereof.

PRIVATE SEWAGE DISPOSAL SYSTEM means an on-site wastewater treatment facility, as defined in 18 AAC 9, Article 3, Rule R18-9-101, that consists of a conventional septic tank system or alternative, engineered system installed at a site to treat and dispose of wastewater, predominantly of human origin, generated at the site.

PRIVY means a structure not connected to a plumbing system and which is used by persons for the deposition of human body waste.

PROPERTY OWNER means any person, with reference to real property, that holds or has any of the following: ~~(A)~~ fee title, ~~(B)~~ equitable title, ~~(C)~~ any possessory right, ~~(D)~~ the right to occupy the premises, or ~~(E)~~ the right to lease, sublease or authorize another to occupy the premises for real property located in the City of Goodyear. A person is presumed to be a property owner if identified as such on any of the following: a deed, contract, lease agreement, sales agreement, the Maricopa County Recorder's Office, Maricopa County Assessor's Office and/or any other public record system wherein these records may be located.

RECREATIONAL VEHICLE SANITARY DUMPING STATION means a facility intended to receive the discharge of Sewage from any holding tank or similar device installed in any vehicle or trailer equipped with living space and amenities found in a home, and having a means of discharging the contents into the Sanitary Sewer System that has been approved as provided in Section 12-3-4(C).

SANITARY SEWER SYSTEM means a City owned sewer system that carries Sewage from residential, commercial and industrial facilities and to which storm, surface and ground waters are not intentionally admitted.

SEWER SERVICE LINE means the pipe line for the delivery of Sewage from a Sewer Main to a structure.

SEPTIC TANK means a tank that receives and partially treats sewage through processes of sedimentation, flotation and bacterial action to separate solids from the liquid in the sewage, and which discharges the liquid to a soil absorption system.

SEWAGE means untreated wastes from toilets, baths, sinks, lavatories, laundries, and other plumbing fixtures ~~from places of human occupancy~~ and untreated wastes from a Recreational Vehicle Sanitary Dumping Station.

SEWER MAIN means a pipeline within City owned right-of-way or easement that is designed to accept Sewage from multiple sources and ~~properties~~ for delivery to a City sewage treatment facility.

~~SEWAGE~~**SEWER METER OR METER** means a device used to measure the quantity or rate of sewage flowing into the sanitary sewer system.

SEWER SYSTEM ("SEWER") means the complete sanitary sewer system, including ~~sanitary~~ sewer mains, manholes, Sewer Service Lines, pipelines or conduits, pumping stations, forced mains and all other structures, devices, appurtenances, and facilities used for collecting or conducting Sewage to an ultimate point for treatment or disposal.

SINGLE FAMILY RESIDENCE means one single family detached dwelling. ~~on one lot.~~

SINGLE FAMILY RESIDENTIAL ACCOUNT means an account for a single family detached dwelling which receives utility services from the City.

STRUCTURE means any building for which Sewer Service is provided.

UTILITY ACCOUNT means all accounts with the City of Goodyear for sanitation, sewer and/or water when provided by the City.

UTILITY SERVICE(S) means sewer, sanitation and/or water service provided by or on behalf of the City of Goodyear.

Article 12-2

SERVICE AND BILLING

Section

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| 12-2-1 | Connection required. |
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12-2-3	Grounds for rejection of application.
12-2-4	Security deposit.
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12-2-6	Customer service charges and payment.
12-2-7	Discontinuance of service.
12-2-8	Notice of termination of service.
12-2-9	Termination under certain conditions.

§ 12-2-1 CONNECTION REQUIRED.

(A) *Connection Required.* All persons owning real property located within the City's Sewer Service Area upon which any building, structure, trailer or house is and which can be served by the sanitary sewer system shall be connected to the sanitary sewer system of the City or, if the sanitary sewer system is not available to said real property, to a private sewer system as provided herein. Service will be considered available when a sanitary sewer system sewer main is located within 100 feet of any part of the property, unless determined otherwise by the City Manager or designee.

(B) All persons in the City must sign up and pay monthly for sewer services for properties located within the City of Goodyear at the time their ~~residence~~structure is purchased, owned, leased, used or occupied, whichever occurs first, when such services are provided by the City or when the properties are physically connected to the City's ~~of Goodyear~~ sewer system.

(C) All persons outside the City must sign up and pay monthly for sewer services at the time their residence is purchased, owned, leased, used or occupied, whichever occurs first, when the property is physically connected to the City's ~~of Goodyear~~ sewer system.

(D) All property owners shall provide the City with the names of all tenants occupying the property owner's property within 30 days of occupancy.

(E) Base fees and any charges for sewer service shall apply when there is active water service, even if a building is unoccupied.

(F) No person within the City shall be permitted to avoid or refuse to accept sanitary sewer service if available to be provided by the City. The failure of any person to accept sanitary sewer service shall not exempt that person from the payment of the charges for the service and any fine or penalty for noncompliance.

(G) *Failure to Subscribe.* Any person that is required to receive sanitary sewer service from the City who fails to activate a ~~sanitary sewer service~~utility account with the City as required in this section shall be subject to penalties, which include but are not limited to the total monthly fees they would have been assessed and an activation fee. This shall be in addition to any other fine or ~~penalties~~penalty provided in this chapter.

(H) It is unlawful for any property owner to allow any person to lease, rent or inhabit the property owner's property if that person leasing, renting, occupying or inhabiting the property owner's property does not maintain all utility services available and provided by the City.

(I) It is unlawful for any person to lease, rent or inhabit any property if that person does not maintain all utility services available and provided by the City.

(J) It is unlawful for any person to lease, rent, or inhabit any property if that person deposits or discharges or permits to be deposited or discharged any liquid, substance or sewage into the sanitary sewer system connected to that property if that person does not maintain a utility account with the City for sewer services when such services are provided by the City.

(K) For purposes of this section, it is presumed that any person who leases, rents, or inhabits any property [and has water service](#) is depositing or discharging substances or sewage into the sanitary sewer system connected to that property.

(L) For purposes of this section, maintain a utility account means to open and keep open an active account with the City for all utility services available and provided by the City and to make all payments when due on that account.

§ 12-2-2 APPLICATION FOR SERVICE.

(A) *Application for Sewer Service.* Service applications are required of all persons requesting activation of any utility service(s). Application information must be submitted for each service address. An application must also be submitted when requesting any transfer of service. An activation fee will be charged for the activation of any utility service. The activation fee will be due at the time an application is submitted. No more than one activation fee will be required when a person is signing up for multiple utility services with the City at one location.

(B) *Required Information.* Applicants shall provide the following information when activating an account.

(1) *Single Family Residential Accounts.*

- (a) Legal names of all responsible parties, entity or individual, must include all persons identified on the rental or lease agreement;
- (b) Social security number and/or Federal tax identification number for commercial entities;
- (c) Service address;
- (d) Mailing address, if different;
- (e) If property owner, provide proof of ownership;

(f) If tenant, provide landlord's name and address and copy of occupancy agreement (rental or lease agreement);

(g) If agent, provide proof of agency;

~~(h) Applicant's employer's name, address and phone number;~~

~~(h)~~(h) Requested start date;

~~(i)~~(i) A photocopy of a valid driver's license/identification card or other official government identification; and

~~(i)~~(i) Any other information deemed relevant by the Director.

(2) *Commercial ~~and Multi-Family Residential~~ Accounts.*

(a) Legal name(s) of all responsible parties/entities.

(b) Federal tax identification number and/or social security number;

(c) Service address;

(d) Mailing address, if different;

(e) Name and address of property owner(s).

(f) If property owner, provide proof of ownership.

(g) If tenant, provide:

1. Landlord's name and address and copy of rental or lease agreement.

2. Names of all persons identified on the rental or lease agreement;

(h) If agent, provide proof of agency;

(i) Requested start date;

(j) A photocopy of a valid driver's license/identification card, or other official government identification; and

(k) Any other information deemed relevant by the Director.

(C) All applications for any and all utility service(s) submitted by any person or entity shall be signed by the person who will be responsible for payment of the utility service(s) to be provided by the City, or a person legally authorized to act on their behalf. When submitting an application electronically, the named applicant(s) on the application will be deemed to have signed the application.

(D) It is the responsibility of the customer to ensure that the customer's contact and billing information on file with the City remains current at all times.

§ 12-2-3 GROUNDS FOR REJECTION OF APPLICATION.

The City reserves, at all times, the right to reject an application or terminate any utility service should any person provide false or misleading information on their application; fails or refuses to provide all information requested on the application; sewer services are not available to the property; or until the applicant requesting service pays in full any and all outstanding utility balance(s) for all utility accounts of the named applicant(s).

§ 12-2-4 SECURITY DEPOSIT.

(A) *Security Deposit.* A refundable security deposit, the amount of which shall be established by resolution of the Council, shall be charged for the activation of sewer services. The deposit may be paid in two monthly installments at the discretion of the ~~City Manager~~[Director](#). Upon receipt of a written request from the customer, the ~~City Manager~~[Director](#) may waive the deposit required under this section if during the preceding 18 months the applicant's payment history with any public utility or government entity evidences that the applicant has timely paid their bills for 12 consecutive months or for other reasons that protect the City's interests. All deposits shall be retained by the City as security for payment of future utility service charges until all utility services are terminated or discontinued and the account is closed with the outstanding balance on all utility accounts paid in full. The customer's deposit may be returned to the customer if there have been no late utility payments during the prior 12 months on the customer's account.

(B) In the event a customer's deposit has been refunded or waived as herein provided, the ~~Finance Customer-Service Supervisor~~[Director](#) may require a new deposit as a condition of continued service in the event the customer fails to pay the charges required under Chapter 10, 12 or 14, when each bill is due and payable for any three billing periods within the prior 12 month period. The three billing periods need not be consecutive.

(C) No more than one deposit shall be required and retained when multiple services are received on the same account.

(D) *Owner Guarantee.* A property owner may pay the deposit required for utility services on behalf of a tenant, or the deposit may be waived on behalf of a tenant, if the property owner meets the waiver requirements set forth in subsection (A) of this section, and if, in either situation, the property owner agrees to be financially responsible for the payment of any and all unpaid amounts due for utility services provided to the tenant and the tenant consents to the City's disclosure of the tenant's utility account information to the property owner.

§ 12-2-5 SANITARY SEWER SYSTEM CHARGES.

(A) Charges for sanitary sewer service will include a monthly wastewater base fee plus a volume charge for all City sewer customers.

(1) The monthly wastewater base fee shall be set by resolution of Council [and volume rates](#).

(2) The monthly wastewater volume charge shall be determined as follows:

(a) *Single-Family Residential Accounts*. The volume of wastewater contributed by single-family residential accounts shall be set at the average monthly water billed during the immediately preceding months of January, February and March. Billing adjustments based on changes in usage shall be implemented in May of each year. If the ~~Finance~~ Director determines that adequate meter information is not available for billing a single-family residential account, then the account will be charged an average monthly billing for that user class;

(b) *Commercial ~~and Multi-Family Residential~~ Accounts*. The volume of wastewater contributed by commercial and multi-family residential accounts shall be set at 80% of monthly water billing. If the Finance Director determines that adequate meter information is not available for billing a commercial or multi-family residential account, then the account will be charged an average monthly billing for that user class;

(c) *Direct Metering*. When a sewage meter has been installed, the sewer volume charges shall be calculated based on total volume discharged into the sanitary sewer system during the monthly billing cycle.

(B) Rates for sanitary sewer service shall be established by resolution of Council and Council shall provide different rates based upon whether the service location is within the City limits, outside the City limits but within the incorporated limits of another municipality, or outside the City limits and outside the incorporated limits of another municipality.

§ 12-2-6 CUSTOMER SERVICE CHARGES AND PAYMENT.

(A) The customer shall be required to pay monthly sewer service fees and additional fees which [may](#) include but are not limited to security deposits, account activation fees, field visit fees, non-sufficient funds fees, delinquent account fees, late fees, interest, collection fees or such other fees as authorized by City Code [or resolution](#). All such fees shall be established by Council by way of resolution. The amount of the monthly service fee shall be based on the ~~number and~~ size of the water meter [\(s\)](#) installed on the property and approved by the City. For any property without a City approved water meter, the monthly service charge shall be based on the water meter size required by the City. Any interruption in physical occupancy, whether temporary or permanent, of the property served by the connection for which said service charge is made shall not cause an abatement or termination of such monthly sewer service charge.

~~(B) Rates may differ depending upon use, occupancy or location. Unless otherwise stated, service provided outside the City limits will be charged a rate of one and one half times the rate for customers inside the corporate limits of the City.~~

~~(C) The Council shall regulate and change the rates and fees as deemed appropriate by resolution of Council.~~

~~(D)~~(B) *Billing, Payment, Delinquency and Discontinuance of Service.* All fee and service charges are due and payable when rendered. Payment must be received by the due date identified on the bill. If the total amount of the bill is not paid by the due date, a notice of delinquency and intent to disconnect service will be mailed to the customer indicating the scheduled disconnect date. If the total amount due on the bill is not paid prior to the scheduled disconnect date, the notice of delinquency and intent to disconnect having been given, service will be disconnected.

~~(E)~~(C) *Payment Plan.* The customer may enter into a payment plan agreement with the ~~Finance Customer-Service Supervisor~~Director for the payment of any delinquent amount. Failure to comply with the payment plan agreement will result in the imposition of fees and penalties relating back to the original date of the outstanding debt and may result in the imposition of additional fees and costs as provided by the City Code and discontinuance of utility service.

~~(F)~~(D) *Hearing Provided.* All customers that dispute the account balance, or termination of service for nonpayment of amounts due, may submit an appeal in writing to the City Manager within 14 calendar days after the notice has been mailed, or emailed, to the customer's address on file with the ~~Finance-Department~~City. The written request must set forth fully the facts supporting the appeal and relief requested. A separate appeal must be filed for each dispute. The City Manager shall issue a written decision within 14 working days from the City Manager's receipt of the appeal. The decision and order of the City Manager on such appeal shall be final and conclusive. The request for hearing shall not waive or stay the collection of any fees or charges that may be due.

§ 12-2-7 DISCONTINUANCE OF SERVICE.

(A) All requests for discontinuance of sewer service must be made in writing by the customer or their authorized agent and submitted to the City along with proof of termination of water service from the water provider, if applicable. When discontinuance of sewer service is requested from any premises all charges for services supplied to the premises shall be calculated and due on the date specified on the bill. The customer requesting discontinuance of service must provide a change of address with their request to discontinue service.

(B) Until the customer provides a written request to terminate to the City, the premises shall be deemed occupied, and services charges will continue to accrue.

(C) In the event that the customer shall have made a deposit and the deposit is still being retained, the deposit amount will be applied to the balance owing on all utility accounts with the City. Any credit remaining on the

account after the account has been paid will be mailed to the customer at the address provided in their request to discontinue service.

(D) Any outstanding balances due on the utility account(s) shall be collected as provided by law.

§ 12-2-8 NOTICE OF TERMINATION OF SERVICE.

(A) It is the policy of the City to terminate utility service to customers by reason of nonpayment of bills as provided herein.

(1) All bills are due and payable on the date set forth on the bill; and

(2) If the total amount of the outstanding bill is not paid by the due date, a service termination notice will be mailed to the customer indicating the scheduled disconnect date, and customer will be assessed an administrative penalty fee set by resolution of Council. If the total amount due is not paid by the due date on the disconnect notice, service will be disconnected for nonpayment and fees may be assessed; and additional fees and charges will be assessed and continue to accrue until the past due balance is paid in full.

(3) A customer that disputes the account balance, meter reading, or termination of service for nonpayment of amounts due, may submit an appeal in writing to the City Manager within 14 calendar days after the notice has been mailed, or emailed, to the customer's address on file with the Finance Department. The written request must set forth fully the facts supporting the appeal and the relief requested. A separate appeal must be filed for each dispute. The City Manager shall have authority to compromise disputed billings or establish payment arrangements. The City Manager shall issue a written decision within 14 working days from the City Manager's receipt of the appeal. The decision and order of the City Manager on such appeal shall be final and conclusive. Utility services will not be terminated until after the expiration of the appeal period and/or the decision from the City Manager.

(B) When it becomes necessary for the City to terminate utility service to a customer for nonpayment of bills, service will be reinstated only after all bills for service then due have been paid, in addition to a reconnect fee in an amount to be set by resolution of Council. Reconnect of service will be completed during the next business day unless the customer requests otherwise. Same day connection will result in the assessment of an additional fee.

§ 12-2-9 TERMINATION UNDER CERTAIN CONDITIONS.

(A) The City may terminate sewer service under any of the following conditions:

(1) To prevent fraud or abuse, or unauthorized use of sewer services;

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- (2) For the violation of this chapter or of any Federal, State, or local laws applicable to water service or environmental issues;
 - (3) Legal process;
 - (4) Direction of public authorities;
 - (5) Local emergency requiring emergency measures, or for emergency repairs;
 - (6) Tampering with meter or connection by the customer or someone on their behalf;
 - (7) Nonpayment of any utility fees, charges or deposit(s); or
 - (8) False information provided in the application or in the application process.

(B) The City will make reasonable efforts to notify customers prior to the discontinuance of services due to emergency circumstances. In the event the City has determined it necessary to terminate services for reasons listed in subsections (A)(1), (2), (5) and (6) of this section, the City is authorized to terminate services without prior notice to the customer. Prior to terminating service for reasons listed in subsections (A)(3), (4), (7) and (8) of this section, the City will give written notice to the customer. All customers will be provided an opportunity for a hearing with the City Manager to address any complaints that may arise with the discontinuance of service. All hearings will be held in compliance with this chapter.

Article 12-3

DEPARTMENT AND ~~CONSUMER~~CUSTOMER RESPONSIBILITIES

Section

- 12-3-1 City responsibilities ~~and liabilities~~.
- 12-3-2 Property owner responsibilities.
- 12-3-3 Interference with city staff.
- 12-3-4 Deposits and discharges.
- 12-3-5 Private sewage disposal systems.
- 12-3-6 Tampering.
- 12-3-7 Permit required.
- 12-3-8 Permit application.
- 12-3-9 Inspection and approval by city.

§ 12-3-1 CITY RESPONSIBILITIES ~~AND LIABILITIES~~.

(A) The City shall not be responsible for the installation, repair, maintenance or inspection of any Sewer Service Line outside of City right-of-way or City-owned easement.

(B) The City shall not be responsible for the negligence of third persons or forces beyond the control of the City resulting in any interruption of service or damage to the property of the customer.

(C) The City may refuse service to any prospective customer when the capacity of the sewer system will not permit additional loads being placed thereon.

§ 12-3-2 PROPERTY OWNER RESPONSIBILITIES.

(A) Building or house sewer service line on any property shall be arranged to provide service to one lot. If additional service is required, it may be considered as a separate and individual account.

(B) Property owners must obtain written consent from the City prior to any modifications [to a sewer service line](#).

(C) The property owner shall be responsible for the installation, repair, maintenance and inspection of all Sewer Service Lines within the owner's property. Sewer Service line(s), and apparatus shall be installed and maintained by the property owner, at the property owner's expense, in a safe and efficient manner and in accordance with the Federal, State and local law, rules, regulations and building standards. The property owner's failure to comply with Federal, State and local law, rules, regulations, and building standards relieves the City of any and all liability from injury or damage proximately caused therefrom.

(D) The property owner and customer shall safeguard the City's property placed on the property owner's premises and shall permit access to it only by the authorized representatives of the City.

(E) In the event that any loss or damage to the property of the City or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the property owner and/or customer, his or her agents or employees, the cost of necessary repairs or replacements shall be paid by the property owner and/or customer to the City and any liability otherwise resulting shall be assumed by the property owner and/or customer. The amount of such loss or damage or the cost of repairs may be added to the customer's bill, and, if not paid, service may be terminated after providing notice and an opportunity for a hearing as provided herein.

(F) When service to a property owner requires the laying of any City sewer lines or the installation of any other City property on, under, across or over the property owner's property, the property owner shall grant to the City an easement, right-of-way or license for such installation.

(G) The ~~single-family or duplex property owner~~ [residential account holder](#) shall be responsible for first ascertaining the approximate location of damaged or broken section of piping serving the property. If the damaged or broken section is in the public right-of-way, the property owner shall contact the Public Works Department. The Department will verify the damaged or broken location via video inspection. If the damaged or broken section is verified to be in the public right-of-way and is sufficient in nature to require repair, the Department shall initiate appropriate repair or replacement. When the broken section is on the private property, it will be the property owner's responsibility to repair the broken section.

~~(1)~~ Disputes as to location, extent of damage or the method of repair or replacement of the damaged or broken section shall be resolved at the sole discretion of the ~~Water Services~~[Public Works](#) Director.

~~(2) A special account shall be created to fund such repairs and replacements with an annual allocation as approved by the City Council with the annual budget for each fiscal year. Requests for repairs or replacements shall be handled on a first in basis. When the total funding in the account has been exhausted, all subsequent requests will be deferred until the City Council approved additional funding to the account.~~

§ 12-3-3 INTERFERENCE WITH CITY STAFF.

It is unlawful for any person:

(A) To deny reasonable access or interfere in any way with City staff in the discharge of any of their official duties, which include but are not limited to tapping of any sewer pipe, main or lateral belonging to the City or in the laying or connecting of pipe, main or lateral or in operation, maintenance or inspection of any part of the sanitary sewer system;

(B) To dig up, or cause to be dug up, any street or alley in the City for the purpose of connection with the sewer system of the City without first obtaining a permit from the City;

(C) ~~Authorized by the City~~[To](#) dig up any portion of any street or alley of the City for the purpose of connecting with the sewer system of the City to fail or neglect to place the street or alley in its original condition under the supervision of the authorized officers of the City and as required by the City.

§ 12-3-4 DEPOSITS AND DISCHARGES.

[\(A\) It is unlawful for any person:](#)

~~(A1) It is unlawful for any person~~[To](#) deposit or discharge, or permit to be deposited or discharged to any natural outlet or upon public or private property within the City or the sanitary sewer system or in any area under the jurisdiction of the City any sewage, industrial waste, hazardous waste, effluent, fats, oils, grease, medical waste, paint, animal excrement or any other prohibited discharge identified in ~~Section~~[Chapter](#) 12A-2-1~~(C)(1)~~, unless otherwise authorized by law.

~~(B2) It is unlawful~~[To](#) remove or deposit sewage or any other substance into a manhole installed in the sanitary sewer system, without prior written approval from the Director.

~~(C)~~[B](#) A recreational vehicle sanitary dumping station may be constructed or maintained with prior written authorization of the Director and the installation of a City approved meter capable of recording and measuring the flow of sewage discharged into the sanitary sewer system. Such meters shall be subject to all requirements

set forth in this ~~eChapter~~ and ~~ChapterArticle~~ 12A-6 and will be assessed a rate to be set by resolution of Council.

§ 12-3-5 PRIVATE SEWAGE DISPOSAL SYSTEMS.

(A) *Compliance with Article.* Except as provided in this article, it is unlawful to construct or maintain within the City any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage without the prior written authorization of the City.

(B) *When Permitted; Sanitation.* Where a sanitary sewer system is not available within the City or in any area under the jurisdiction of the City, the ~~building~~-sewer ~~service line~~ shall be connected to a private sewage disposal system which complies with the regulations of the Arizona Department of Environmental Quality, Maricopa County Department of Environmental Services and the City. Such private sewage disposal system shall be constructed, maintained and operated at all times in a sanitary manner and as required by the Arizona Department of Environmental Quality, Maricopa County Department of Environmental Services and the City. Before issuance of a building permit for any new building that is to be served by a private sewage system, the applicant must demonstrate to the City that the following requirements have been met:

(1) The private sewage disposal system has been designed to ensure a sanitary sewer service line stub is in a location sufficient to facilitate future connection to a sanitary sewer system, as determined by the City Engineer.

(2) The property owner(s) shall sign and record with the Maricopa County Recorder's Office an affidavit of disclosure stating that they agree to suspend use of the private sewage disposal system and connect to a sanitary sewer system when it is available to the property in accordance with the time frames for compliance specified below, whichever one occurs first:

(a) Within five years from the date that the sanitary sewer line became available to the property; or

(b) Immediately, or as soon as practicable thereafter as determined by the City Engineer, upon evidence of failure of the existing private sewage disposal system; or

(c) Within 30 days of a change in ownership of the property.

(C) *Discontinuance Required.* At such time that a sanitary sewer line becomes available to any property served by a private sewage disposal system, the landowner(s) shall be required to discontinue use of the private sewage disposal system and connect to the sanitary sewer system in accordance with the time frames for compliance specified below, provided notice of such time frames for compliance has been recorded by the City with Maricopa County Recorder's Office on the property to be served at the time the sanitary sewer line became available to the property or the property owner(s) affidavit of disclosure has been recorded with the Maricopa County Recorder's Office on the property regarding such time frames for compliance:

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- (1) Within five years from the date that the sanitary sewer line became available; or
 - (2) Immediately, or as soon as practicable thereafter as determined by the City Engineer, upon evidence of failure of the existing private sewage disposal system; or
 - (3) Within 30 days of a change in ownership of the property, whichever occurs first.

(D) *Discontinuance Standards.* Whenever the use of a private sewer system is discontinued due to a voluntary or mandatory connection to the sanitary sewer system in accordance with the provisions of this chapter, the property owner shall fill any septic tanks, cesspools and similar private sewage facilities with suitable material in accordance with State and county regulations within 90 days after discontinuance.

(E) *Appeals.* Any person aggrieved by the strict application of this section shall be provided an opportunity for an appeal hearing with the City Manager. The City Manager shall have the authority to temporarily or permanently waive, or conditionally waive, the provisions of this section. All hearings shall be held in accordance with this chapter.

(F) *Penalty.* Any person found guilty of violating any provision of this section shall be assessed a penalty as provided for by Article 1-8.

§ 12-3-6 TAMPERING.

It is unlawful for any person to maliciously, willfully, negligently or knowingly:

- (A) Bypass the sewer meter, without prior authorization from the City;
- (B) Tamper with the sewer meter;
- (C) Break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the sanitary sewer system; or
- (D) Connect with the sanitary sewer system directly or indirectly without prior authorization from the City.

§ 12-3-7 PERMIT REQUIRED.

No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City.

§ 12-3-8 PERMIT APPLICATION.

Upon issuance of a required permit to any person, each and every permit issued shall be presented by the person to the City and application made for the building connection.

§ 12-3-9 INSPECTION AND APPROVAL BY CITY.

No Sewer Service Line will be connected to the building until it has been inspected and approved by the City.

Article 12-4
USE OF PUBLIC SEWERS

Section

- | | |
|--------|------------------------|
| 12-4-1 | Prohibited substances. |
| 12-4-2 | Interceptors required. |

§ 12-4-1 PROHIBITED SUBSTANCES.

(A) No person shall discharge or cause to be discharged into any sewer which directly or indirectly connects to the [Publicly Owned Treatment Works](#) any substance which would be in violation of ~~Section~~[Chapter](#) 12A-~~2-~~[4](#).

§ 12-4-2 INTERCEPTORS REQUIRED.

(A) Grease, oil and sand interceptors are required as provided in ~~Section~~[Chapter](#) 12A-~~3-2~~.

Article 12-5
EXTENSION OF SERVICE

Section

- | | |
|--------|----------------------|
| 12-5-1 | Outside city limits. |
| 12-5-2 | Approval required. |
| 12-5-3 | In subdivisions. |

§ 12-5-1 OUTSIDE CITY LIMITS.

Use of the City sewer system will not be granted to persons outside the limits of the City who are not supplied with City water without a prior written agreement with the City.

§ 12-5-2 APPROVAL REQUIRED.

No public sewer extensions shall be made until the plans and specifications are approved by the authorized officers of the City.

§ 12-5-3 IN SUBDIVISIONS.

In new subdivisions where public sewer extensions are authorized by the City and constructed at the subdivider's expense, the City may authorize the subdivider's agent, if so desired, to install building connections with wyes and connect the ~~S~~sewer ~~S~~service ~~L~~line under the following provisions:

(A) The construction of ~~the public sewer, S~~sewer ~~S~~service ~~L~~lines shall be in compliance with the requirements of the City.

(B) Before any sewer construction commences, ~~plumbing~~ permits must be obtained by the subdivider or agent, from the City.

Article 12-6
SECTIONS AS PART OF CONTRACT

Section

12-6-1 Sections as part of contract.

§ 12-6-1 SECTIONS AS PART OF CONTRACT.

All sections contained in this chapter shall be considered a part of the contract of every resident of the City taking sewer service from the City, and such resident taking sewer service shall be considered as having expressly consented to be bound thereby. ~~Consumers~~Customers outside the City limits shall, upon application for sewer service, ~~be required to sign a statement agreeing to the~~comply with all requirements for sewer service as sections set forth in this chapter.

Article 12-7

ENFORCEMENT

Section

- | | |
|--------|-------------------------|
| 12-7-1 | Enforcement, penalties. |
| 12-7-2 | Liens. |

§ 12-7-1 ENFORCEMENT, PENALTIES.

(A) *Enforcement Official.* Law Enforcement, Code Enforcement, ~~Operation Supervisor—Wastewater Collection and the Wastewater Superintendent~~ and the Director shall have the authority and responsibility for enforcement and compliance with this chapter.

(B) No oversight or dereliction of duties by any person assigned to enforce the provisions of this chapter shall legalize, allow, or excuse a violation of this chapter.

(C) All violations of this chapter are subject to criminal and civil penalties and enforcement provisions, including abatement, collections, and liens, pursuant to Article 1-8 and Article 18-1.

(D) If a person pleads responsible or is found to be responsible for a civil violation of Section 12-2-1 the court shall impose a civil sanction in accordance with the following guidelines: for a first time offense, the civil sanction shall be in an amount not less than \$500 nor more than \$750; for a second offense, the civil sanction shall be in a sum not less than \$750 nor more than \$1,000, and for a third offense or subsequent offense, the civil sanction shall be in an amount not less than \$1,000. Any violation of Section 12-2-1 may be dismissed or the fines may be reduced or suspended when proof is filed and accepted by the court which shows that the property owner or tenant has signed up for utility service with the City and paid, or reached an agreement with the City for a payment plan, for the outstanding balance due on the account.

(E) Each day any violation of any provision of this code or any ordinance incorporated herein, or the failure to perform any act or duty required by this code or ordinance incorporated herein, continues shall constitute a separate offense.

(F) The City may obtain an administrative warrant from the Goodyear Municipal Court authorizing the City to enter the property located in the City at reasonable times to inspect the property to ensure compliance with the provisions of this chapter or when there is probable cause to believe a condition, object, activity or circumstance exists on the property that justifies the inspection.

§ 12-7-2 LIENS.

(A) In the event a property owner fails to pay any sum due the City under the provisions of this chapter, for which the property owner is responsible, the City may record a lien on the real property to which the service is and/or has been provided for the amount of any unpaid amount due. Any and all unpaid amounts due may result in a lien placed against the property from the date of recording in the Maricopa County Recorder's Office until the fees and all costs are paid. The lien is subject and inferior to the lien for general taxes and to all prior recorded mortgages and encumbrances of record. A sale of the property to satisfy a lien assessed pursuant to this section shall be made on a judgment of foreclosure and order of sale in accordance with the rules and procedures applicable thereto. The City shall be entitled to recover its reasonable attorney's fees and costs incurred in the foreclosure of any such lien.

(B) The City will provide the property owner with written notice of intent to file the lien at least 30 days prior to the filing thereof, which shall include an advisement of the opportunity for a hearing with the City Manager. If the sum due for which lien is claimed is paid prior to the expiration of the 30 day period, no such lien shall be filed for the amount paid.

(C) Notice of intent to file the lien shall be given by personal service or certified mail, to the property owner, at the last known address, or to the address to which the tax bill for the property was last mailed. If the owner does not reside on the property, the notice shall be sent to the last known address. Upon payment of the lien, the City Manager is authorized to release the lien on behalf of the City.

Article 12-8 EFFLUENT SERVICE

Section

- | | |
|--------|---|
| 12-8-1 | Distribution of effluent. |
| 12-8-2 | Effluent rates and fees. |
| 12-8-3 | Effluent service charges; Termination of service. |

§ 12-8-1 DISTRIBUTION OF EFFLUENT.

(A) Through a contractual agreement with the City, the City may provide effluent to customers for non-potable use, if such use and contract are approved by the City Council and comply with Federal, State and local law, rules and regulations.

(B) The City shall have no obligation to enter into a contract to provide effluent or install distribution lines.

§ 12-8-2 EFFLUENT RATES AND FEES.

The Council by way of resolution shall, from time to time, establish rates to be charged for the use of effluent and the fee for connection to the effluent delivery line.

§ 12-8-3 EFFLUENT SERVICE CHARGES; TERMINATION OF SERVICE.

(A) Charges for effluent service will be billed monthly and shall be due and payable on the date indicated on the billing.

(B) In the event of billing delinquency for effluent service, the City shall have the same rights to collect delinquent fees, to terminate service and to collect fees for discontinuance and reestablishment of service as applicable to water service accounts.

(C) The procedures for application for service and the making of a deposit, which are applicable in the case of establishing water service, shall be applicable to effluent service. This does apply to effluent hydrant meters.

(D) The City shall have the right to terminate effluent service in the event effluent furnished by the City is used for any unlawful purpose; provided, however, that the user shall have the right to appeal termination of service in the same manner as provided for an appeal in Chapter 10.