



TOWN COUNCIL MEETING AGENDA

September 02, 2025, at 7:00 PM / 250 River Circle - Alpine, WY 83128

Notice - The video and audio for this meeting are streamed live to the public via the internet and mobile devices with views that encompass all areas, participants, and audience members. Please silence all electronic devices during the meeting. Comments made on YouTube will not be answered. Please email clerk@alpinewy.gov with any questions or comments.

1. **CALL TO ORDER** - Mayor Green
2. **PLEDGE OF ALLEGIANCE** – Mayor Green
3. **ROLL CALL** – Monica Chenault
4. **ADOPT THE AGENDA**

APPROVAL OF CONSENT AGENDA

Items listed on the consent agenda are considered to be routine and will be enacted by one motion in the form listed hereafter. There will be no separate discussion of these items unless a Council member or citizen requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

5. **CONSENT AGENDA** – Mayor Green
 - [a.](#) Town Council Minutes: August 19, 2025 Town Council Meeting Minutes
 - [b.](#) Bills to Pay Report: 08/14/2025 - 08/27/2025
6. **REPORTS**
 - a. Mayor's Report – Eric Green
 - b. Clerk/Treasurer Report – Monica Chenault
 - c. Public Works Director Report - Craig Leseberg
 - [d.](#) Code Enforcement Officer Report - Tara Bender (submitted in writing)

7. DISCUSSION ITEMS

- [a.](#) Review of Current Noxious Weed Ordinance 273 (2020-02) - Meta Dittmer

8. PUBLIC COMMENT ON AGENDA ITEMS

Public comment is limited to a total of 20 minutes, with each speaker allowed up to 3 minutes. This is an opportunity to comment on items listed on the agenda. Speakers are expected to maintain decorum and be respectful. Written comments may be submitted by 12:00 PM (Noon) on the day of the meeting.

9. ACTION ITEMS

- [a.](#) Resolution No. 2025-040 - A Resolution To Amend The Town Of Alpine FY 2025 Budget To Increase The Wastewater Treatment Plant Repairs & Maintenance Expense Line Item (52-84-332):

Seeking a motion to approve Resolution No. 2025-040 - A Resolution To Amend The Town Of Alpine FY 2025 Budget To Increase The Wastewater Treatment Plant Repairs & Maintenance Expense Line Item (52-84-332):

- [b.](#) Encroachment Agreement – Dr. Kurt Linford, D.D.S.:

Seeking a motion to enter into an encroachment agreement with Dr. Kurt Linford, and authorize Mayor Green to sign.

- [c.](#) Ordinance No. 2025-014 - Capacity Fees - 1st Reading:

Seeking a motion to approve 1st Reading of Ordinance No. 2025-014 - Capacity Fees.

- [d.](#) Ordinance No. 2025-013 Utility Rate Ordinance - 1st Reading:

Seeking a motion to approve 1st Reading of Ordinance No. 2025-013 Utility Rate Ordinance.

- [e.](#) Ordinance No. 2025-012 - Utility Procedure Ordinance - 1st Reading:

Seeking a motion to approve 1st Reading of Ordinance No. 2025-012 - Utility Procedure Ordinance.

10. GENERAL PUBLIC COMMENT

General public comment is limited to a total of 20 minutes, with each speaker allowed up to 3 minutes. This is an opportunity to address the Council on any topic not listed on the agenda. The Council may listen but will not take action on items raised during this time. Speakers are expected to maintain decorum and be respectful. Written comments may be submitted by 12:00 PM (Noon) on the day of the meeting

11. ADJOURNMENT



TOWN COUNCIL MEETING MINUTES

August 19, 2025 / 250 River Circle - Alpine, WY 83128

CALL TO ORDER Mayor Green called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE: Mayor Green led the Pledge of Allegiance.

ROLL CALL: Clerk Chenault conducted roll call. **Present:** Mayor Green, Councilmember Larsen (via conference call), Councilmember Scaffide, and Councilmember Wierda. Councilmember Burchard was absent. A quorum was established. Also in attendance was Clerk Monica Chenault and Town Attorney James Sanderson.

ADOPT THE AGENDA

Councilmember Wierda made a motion to adopt the agenda. Councilmember Scaffide seconded the motion. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.

APPROVAL OF CONSENT AGENDA: Items listed on the consent agenda are considered to be routine and will be enacted by one motion in the form listed hereafter. There will be no separate discussion of these items unless a Council member or citizen requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

CONSENT AGENDA

- (a) Town Council Minutes: August 5, 2025, Town Council Meeting Minutes.: Councilman Wierda made a motion to approve the Town Council Minutes: August 5, 2025, Town Council Meeting Minutes. Councilman Scaffide seconded. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.
- (b) Planning & Zoning Commission Minutes: July 8th, 2025 Planning and Zoning Commission Meeting Minutes: Councilman Wierda made a motion to approve the Planning & Zoning Commission Minutes: July 8th, 2025 Planning and Zoning Commission Meeting Minutes. Councilman Scaffide seconded. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.
- (c) Bills to Pay Report: 08/01/2025 - 08/13/2025. Councilman Wierda made a motion to approve the Bills to Pay Report: 08/01/2025 - 08/13/2025. Councilman Scaffide seconded. Voting Yea: Mayor Green, Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda. Motion carried.

REPORTS

Mayor's Report:

Mayor Green reported that Cushing Terrell had been in town over the past few days, and Nora would provide a more detailed update later in the meeting. He noted that the stakeholder meeting was well attended, with approximately 30–35 people present, and expressed satisfaction with the progress made.

Mayor Green reminded the community that planning has begun for the Semiquincentennial celebration next year, marking the 250th anniversary of the Fourth of July. He encouraged anyone interested in serving on the committee to contact him, the clerk, or a council member.

Mayor Green then turned the time over to the Alpine Education Foundation for an update on the school, presented by Meredith.

Alpine Education Foundation - Meredith Leonard

Meredith Leonard reported that planning for the Alpine Charter School is progressing, with consultants working on the traffic study, site engineering, and lighting. The Foundation intends to bring the project before the Town Council and Planning and Zoning in September for building and special use permit approval, with the goal of setting modular buildings before winter and opening the school in Fall 2026.

She noted ongoing work on a business plan, enrollment study, and marketing efforts, including renderings and a planned fundraiser. The Foundation also plans to hire a headmaster this winter to lead teacher recruitment and school operations.

Councilmembers asked about transportation, lunch options, enrollment projections, and residency priority. Meredith stated that the Foundation is exploring childcare partnerships, potential bus acquisition, and lunch support options, and will address enrollment and residency considerations through the upcoming study and with the school's operations team.

Engineering Report – Jorgensen Engineering

Kevin Meagher reported that AMI meter installations are nearly complete, with antennas expected by the end of next month to allow full remote readings from Town Hall. The Town's wastewater plant permit has been approved. Work is underway on water and sewer rate studies, the Dead Horse lift station, and final sensor installation for the wastewater pre-treatment plant, which is expected to be commissioned shortly after Labor Day.

Planning & Zoning Report – Rachael Stewart

At last week's Planning & Zoning meeting, the Commission reapproved a small building modification and approved an outbuilding with the condition that snow storage be shown on the site plan, which has since been submitted. Members also discussed Star Valley Health's proposal

for a temporary helipad, with a permanent heated and lighted facility planned for next year; the HOA has already given its approval, and the addition could help save lives by allowing direct landings at the site. Finally, the Commission reviewed the conceptual site plan for the proposed Alpine Charter School, which appeared to meet setback and code requirements.

Economic Development Report – Jeremiah Larsen

Councilmember Larsen reported that utility work on the Hill is complete. Homeowners may now contact LVE directly if they wish to connect power, with responsibility for burying lines on their property.

Utility Easement Update – Jeremiah Larsen

No additional updates beyond the completion of the Hill project.

Alpine Travel & Tourism Board Report – Jeremiah Larsen

Councilmember Larsen noted the completion of summer events, including the music series and the arts fair, both supported by grants. Feedback reports from grant recipients will be reviewed at the October meeting. Applications for 2026 grants will be open January 1–March 15.

Lincoln County Sheriff's Report – Submitted in writing

Update on Lincoln County's 2026 Semiquincentennial Celebration – Presented by Bob King, Lincoln County Commissioner

Lincoln County is preparing to celebrate the nation's 250th anniversary in 2026 with events and commemorations across the valley. Plans include a county-wide scavenger hunt (with locations in both North and South Lincoln County), supported by the Historic Society. Participants who complete the hunt will receive a commemorative challenge coin, with communities also having the option of creating their own coins to be included in the prize set. The county plans to strike about 2,000 coins, which will also be available for purchase at various locations.

The county has submitted a grant application to the State of Wyoming, with funding decisions expected by mid-to-late September. If awarded, the funds will help cover event costs, including coin production. Commissioner King noted that towns are encouraged to design their own challenge coins, which could be produced at the same time to help reduce costs. These coins could also serve as a way to support local initiatives such as senior centers or community projects.

Commissioner King emphasized that this celebration is an opportunity to bring the whole county together. A coordinating committee is being formed, and local representation from Star Valley is encouraged.

Master Plan Update - Nora Bland, Cushing Terrell

Cushing Terrell presented an update on Alpine's Master Plan, highlighting results from the recent community survey with 218 responses. Residents emphasized the importance of preserving natural features while adding more trails, sidewalks, and bike paths, as well as dining options and diverse, affordable housing. Alpine is shifting from a bedroom community toward a destination, and the Master Plan will outline priorities, funding opportunities, and strategies to guide future growth. A community open house is planned for this fall to gather further input.

PUBLIC COMMENTS ON AGENDA ITEMS: No public comment was made.

ACTION ITEMS

Dr. Kurt Linford - Encroachment Agreement

Dr. Kurt Linford presented a request for an encroachment agreement to allow paving of the parking area adjacent to his dental office on Deer Drive, extending to the roadway.

Dr. Linford explained that the clinic, which has operated for approximately 20 years and which he purchased in 2020, has grown substantially and now employs seven staff. Current parking is insufficient, requiring patients, many of whom are elderly, to park on roadside dirt and gravel. This creates safety and accessibility concerns, particularly in winter. The proposed paving would formalize employee parking along the side of the building, freeing additional spaces for patients.

He noted that he owns the adjacent residential parcel in Riverview Meadows and has long-term plans to pursue rezone and expansion. The immediate concern, however, is parking safety and functionality. Dr. Linford stated that he has written approval from the Riverview Meadows HOA and confirmed that site grading directs stormwater northward.

Council discussed several issues relating to the request. Concerns were raised about setting a precedent for other commercial properties, impacts on the right-of-way, and consistency with the Land Use Development Code, which prohibits backing into rights-of-way and requires a five-foot buffer. At the same time, several members noted that Deer Drive has low traffic and a low speed limit, and that paving the parking area could improve safety compared to the current condition. The Council discussed the possibility of designating the new stalls as employee parking only, with employees required to back in so they can pull forward when leaving, thereby minimizing backing into the roadway. Members also considered future needs for sidewalks, curb and gutter, and snow storage, with the applicant acknowledging responsibility for managing snow on the property. In general, Councilmembers recognized the importance of supporting thriving local businesses, particularly medical providers, and agreed that improving parking conditions would serve the community.

Mr. Sanderson clarified that this request requires a revocable encroachment agreement rather than a standard permit. The agreement must include provisions for removal on notice, per ordinance, and may also include a sunset clause of five to ten years.

Councilmember Scaffide made a motion to enter into an encroachment agreement with Dr. Kurt Linford. Councilmember Wierda seconded the motion.

During Council discussion, Mayor Green expressed concern that the motion on the floor, which stated only “to enter into an encroachment agreement,” did not specify any stipulations or conditions. He emphasized that an agreement of this type should include negotiated terms such as a sunset provision, parking restrictions, and clear revocation language before being finalized. The Mayor noted that while he supports improving parking conditions for safety and access, he was not comfortable voting in favor of the motion as worded because it could be interpreted as approving the agreement outright rather than initiating negotiations.

Voting Yea: Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda.
Voting Abstain: Mayor Green. Motion carried.

Snake River MEP Invoice-003:

Councilmember Scaffide made a motion to approve Snake River MEP Invoice-003.
Councilmember Wierda seconded.

Council reviewed Invoice 003 from Snake River MEP in the amount of \$62,375. The invoice was itemized and reviewed for clarity.

Councilmember Wierda asked whether these additional bills being brought forward at each meeting were in addition to the approved budget or an adjustment to it. Kevin from Jorgensen Engineering explained that Snake River MEP was hired on a time and materials basis to complete the project after the original contractor failed to meet obligations and was terminated. He clarified that there is no fixed budget for this work and that all additional costs will be pursued through damages and the contractor’s bond. The invoice should be paid from the sewer budget, with adjustments anticipated next spring once reimbursements are received.

Voting Yea: Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda, Mayor Green. Motion carried.

GENERAL PUBLIC COMMENT:

Patricia McQuade asked questions regarding the charter school project, including the replatting process, lease contingencies, traffic study requirements, enrollment numbers, and utility hookups. Mayor Green responded, clarifying the timeline and requirements, and noted that risks related to enrollment and temporary buildings rest with the school, not the Town of Alpine.

Councilmember Scaffide asked whether a replat was necessary in addition to the special use permit, expressing concern that replatting may need to be done again in the future. Dan Schou from the Planning and Zoning Commission explained that a replat is required in order to provide a legal description of the leased property. He noted that the property will be divided to account

for parking, the school buildings, and the playground, and that the lease must be tied to a defined parcel.

Mr. Schou further explained that the special use permit is required because the temporary classroom buildings will not sit on concrete foundations, as otherwise required by the Land Use Development Code. He stated that before any buildings are placed, the applicant will need to provide a full civil engineering set showing site grading, sewer and water plans, stormwater management, snow storage, and traffic circulation. He added that Planning and Zoning will require a complete site plan and supporting documents, and that numerous approvals must be in place before any building permit is issued.

Mr. Schou expressed doubt that the applicant would be able to complete all requirements before the November 1 deadline for water and sewer connections, given the amount of work and limited time remaining.

Mayor Green thanked Mr. Schou for his input and noted the complexity of the process, emphasizing that multiple moving parts remain under review and that the Planning Department is actively managing the requirements.

Councilmember Larsen reported that Lincoln County issued a fire ban effective August 19, 2025, and in place until further notice. The county is under Stage One fire restrictions, which prohibit fireworks, open fires, and controlled burns. Exemptions include campfires at residences or campsites within stone or metal fire rings with at least 15 feet of clearance, trash burns between 6:00 p.m. and 8:00 a.m. in containers with spark arrestors, charcoal fires within enclosed grills, use of cutting torches, welding, and grinders within 15 feet of clearance, and portable stoves or lanterns in enclosed setups with 15 feet of clearance.

ADJOURNMENT

Councilmember Scaffide made a motion to adjourn. Councilmember Wierda seconded the motion. Voting Yea: Councilmember Larsen, Councilmember Scaffide, and Councilmember Wierda, Mayor Green. Motion carried. Meeting adjourned at 9:26 PM.

MINUTES ARE A SUMMARY OF THE MEETING

Transcribed By:

Sarah Greenwald, Town Assistant Clerk

Date

Attest:

Monica L. Chenault, Town Clerk

Date

Minutes approved in a legally advertised meeting on August 19th, 2025

Signed:

Attest:

Eric Green, Mayor

Monica L. Chenault, Town Clerk

DRAFT

Town of Alpine

Check Register - Town of Alpine
Check Issue Dates: 8/14/2025 - 8/27/2025Page: 1
Aug 27, 2025 04:36PM

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/25	08/26/2025	0	910	Fall River Propane	52-20100	24.50
08/25	08/26/2025	0	1880	Salt River Motors	51-20100	2,307.35
08/25	08/26/2025	0	2390	USABlueBook	52-20100	77.30
08/25	08/26/2025	0	2450	Valley Auto Supply	10-20100	9.29
08/25	08/26/2025	0	1430	Kubwater Resources, Inc.	52-20100	2,150.45
08/25	08/26/2025	0	2560	Water Dogs Irrigation	10-20100	1,865.00
08/25	08/26/2025	0	2310	Town of Pinedale	52-20100	1,450.21
08/25	08/26/2025	0	3540	W-Cubed Inc.	52-20100	6,362.73
08/25	08/26/2025	0	3760	Chemwest LLC	51-20100	1,300.00
08/25	08/26/2025	0	1260	Imperial Pump Solutions, LLC	52-20100	1,700.00
08/25	08/26/2025	0	900	Falcon Enviromental Corp	52-20100	141.64
08/25	08/26/2025	0	2130	Surveyor Scherbel, Ltd	10-20100	2,000.00
08/25	08/26/2025	0	4070	Raftelis	52-20100	3,522.96
08/25	08/26/2025	0	2730	Wyoming Local Liability Pool	51-20100	1,832.40
08/25	08/26/2025	0	2870	Sanderson Law Office	10-20100	2,600.00
08/25	08/26/2025	0	4090	Pacific Office Automation	10-20100	220.88
08/25	08/26/2025	0	1610	Mission Communications, LLC	51-20100	280.22
08/25	08/26/2025	0	1910	Servant Electric, PC	10-20100	4,485.92
08/25	08/26/2025	0	3990	Tara Bender	10-20100	32.63
08/25	08/26/2025	0	2890	High Country Linen	52-20100	187.36
08/25	08/26/2025	0	4130	Snake River MEP Complete	52-20100	1,646.84
08/25	08/26/2025	0	2140	SVI Media	10-20100	434.80
08/25	08/26/2025	0	2590	Western States Equipment	10-20100	1,613.27
08/25	08/20/2025	20483	1940	Silver Star Communications	10-20100	233.74 M
08/25	08/20/2025	20484	1940	Silver Star Communications	52-20100	320.32 M
08/25	08/20/2025	20485	1940	Silver Star Communications	10-20100	635.46 M
08/25	08/22/2025	20486	960	First Bank Card	10-20100	2,579.40 M
08/25	08/20/2025	20487	3670	Teton Technology	10-20100	143.56 M
08/25	08/19/2025	20551	3475	Leseberg, Craig	10-20100	531.20
Grand Totals:						40,689.43

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-20100	3,593.89	14,407.96-	10,814.07-
10-22110	.00	66.50-	66.50-
10-42-240	90.70	166.50-	75.80-
10-42-315	4,600.00	.00	4,600.00
10-42-325	220.88	.00	220.88
10-42-335	187.90	.00	187.90
10-42-340	458.74	.00	458.74
10-42-350	185.65	375.25-	189.60-
10-42-360	155.68	.00	155.68
10-42-390	315.00	.00	315.00
10-42-410	45.73	.00	45.73
10-48-410	57.00	.00	57.00
10-50-335	143.56	.00	143.56
10-50-350	475.01	.00	475.01
10-50-410	100.19	.00	100.19

Town of Alpine

Check Register - Town of Alpine
Check Issue Dates: 8/14/2025 - 8/27/2025

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GL Account	Debit	Credit	Proof
10-54-315	.00	3.29-	3.29-
10-54-333	299.02	299.02-	.00
10-54-351	1,480.38	2,683.33-	1,202.95-
10-54-445	630.64	.00	630.64
10-56-410	19.70	.00	19.70
10-56-454	32.63	.00	32.63
10-58-410	62.45	.00	62.45
10-58-452	282.26	.00	282.26
10-58-454	33.99	.00	33.99
10-65-332	1,874.29	.00	1,874.29
10-65-450	1,154.85	.00	1,154.85
10-70-315	112.51	.00	112.51
10-90-541	531.20	.00	531.20
10-90-546	630.00	.00	630.00
10-90-547	228.00	.00	228.00
51-20100	50.00	7,362.85-	7,312.85-
51-42-380	1,832.40	.00	1,832.40
51-42-410	224.13	.00	224.13
51-80-320	100.00	50.00-	50.00
51-80-332	900.78	.00	900.78
51-80-395	91.56	.00	91.56
51-80-430	1,300.00	.00	1,300.00
51-80-500	1,152.50	.00	1,152.50
51-90-546	1,761.48	.00	1,761.48
52-20100	.00	22,562.51-	22,562.51-
52-42-410	94.95	.00	94.95
52-82-332	2,819.51	.00	2,819.51
52-82-454	196.79	.00	196.79
52-84-318	1,450.21	.00	1,450.21
52-84-332	15,997.33	.00	15,997.33
52-84-454	242.24	.00	242.24
52-90-542	1,761.48	.00	1,761.48
Grand Totals:	47,977.21	47,977.21-	.00

Dated: _____

Mayor: _____

Council: _____

Treasurer: _____

Town of Alpine

Check Register - Town of Alpine
Check Issue Dates: 8/14/2025 - 8/27/2025

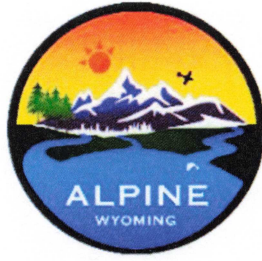
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GL Account	Debit	Credit	Proof
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Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"



Town of Alpine Code Enforcement Officer Report

8/1/25 to 8/26/25

Meeting Date: September 2, 2025
 Submitted By: Tara Bender, Code Enforcement Officer
 Prepared On: August 27, 2025

Citations/Warnings	0 Citations 1 Warning
Stop Work Orders Issued	0
Total Responses/Investigations	17
Ongoing Project	Noxious Weed Outreach & Education

LUDC Compliance – No Permit	1	Business License Compliance	1
LUDC – Worksite Compliance	2	Animal – No License	2
LUDC – Zoning Compliance	1	Animal – At Large/Noisy	2
Traffic - Abandoned Vehicle	2	Animal – At Large/Malicious	1
Traffic – Blocking of Street	1	Maintenance of Premises/Skunks	1
Traffic – Unauthorized Parking	2	Airspace/Nuisance/Drone	1

Tara Bender
 Code Enforcement Officer
 250 River Circle P.O. Box 3070
 Alpine, Wyoming 83128
 Cell: (307) 226-5430
 E-mail: municipal@alpinewy.gov

TOWN OF ALPINE

273 ORDINANCE NO. 2020-02

AN ORDINANCE AMENDING TITLE IV PUBLIC HEALTH AND SANITATION CHAPTER _____ SECTION ____ TO INCLUDE SECTION _____

REGULATING, PREVENTING OR ERADICATING NOXIOUS WEEDS IN THE TOWN OF ALPINE AND APPROVING WEED CONTROL IN THE TOWN OF ALPINE

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF ALPINE:

TOWN OF ALPINE WEED CONTROL AND ABATEMENT

Sections:

- 1. Noxious weeds defined.**
- 2. Weeds on private property prohibited.**
- 3. Removal notice--Time.**
- 4. Failure to remove--Removal by town--Costs a lien.**
- 5. Conflicts Repealer.**
- 6. Emergency Ordinance Passed and Approved.**

1. Noxious weeds defined.

Whenever used in this ordinance, "noxious weeds" means any plant which the Wyoming Board of Agriculture and the Wyoming Weed and Pest Council have found to be detrimental to the general welfare of persons residing within a specified district and as set forth in the Wyoming Weed and Pest Control Act, Wyo. Stat. § 11-5-101 et seq. and those weeds on the designated list and the Lincoln County declared list.

2. Weeds on private property prohibited.

No owner or owners of any lot, place, or area within the Town of Alpine, or the agent of such owner or owners, shall permit noxious weeds on such lot, place or area and one-half of any road or street or alley lying next to such land abutting thereon. The existence of such noxious weeds constitutes a public nuisance.

3. Removal notice – Time.

The representatives designated by the mayor, including but not limited to the Supervisor of the Lincoln County Weed and Pest division and the Alpine Noxious Weed Advisory Committee, or any other designated representative, are authorized and empowered to notify in writing the owner or owners of any such lot, place or area within the Town, or the agent of such owner or owners, to exterminate or remove any such noxious weeds found growing, lying or located on such owners' property or upon the one-half of any road, street or alley lying next to abutting thereon. Such notice shall be by certified mail, with return receipt, addressed to the owner or owners or agent

of the owner or owners, and shall give such owner or his agent such period of time as stated in the notice, but not less than ten days from the receipt of notice, to exterminate or remove the noxious weeds.

4. Failure to remove – Removal by Town – Costs and lien.

If, after having received notice as provided in Section 3, any owner(s) or the agent thereof, fails to exterminate or remove noxious weeds growing, lying, or located upon the owner(s) property, or if, within ten (10) days after the date of such notice is returned to the Town as undeliverable, the Code Enforcement officer shall submit a written affidavit to the Town Prosecuting Attorney for prosecution under this section.

Any owner(s) who fail to remove noxious weeds, as defined in Section 1, shall be subject to a fine of not more than seven hundred and fifty dollars (\$750) for each day the owner(s) fail to remove noxious weeds. The Municipal court, upon a finding that the owner(s) of a property where noxious weeds have not been removed, may issue an order permitting the Lincoln County Weed and Pest District and/or the Town of Alpine Maintenance Supervisor to enter upon the owner(s) real property for the purpose of exterminating or removing such noxious weeds. The Municipal Court may, at its discretion, order the owner(s) to pay restitution for the costs of extermination and/or removal. Said costs shall become a lien against the real property of the owner(s).

5. Conflicts Repealer.

Any ordinance or part of any ordinance that may conflict herewith is hereby repealed.

6. This Ordinance Passed and Approved on the Following Date.

Passed First Reading this 17th day of March 2020

VOTE: 5 YES, 0 NO, 0 ABSTAIN, 0 ABSENT

Passed Second Reading this 21st day of April 2020

VOTE: 5 YES, 0 NO, 0 ABSTAIN, 0 ABSENT

Passed on Third and Final Reading this 19th day of May 2020

VOTE: 5 YES, 0 NO, 0 ABSTAIN, 0 ABSENT

FOR THE GOVERNING BODY


W. Kennis Lutz, Mayor

ATTEST:




Sharon L. Backus, Clerk / Treasurer

ATTESTATION OF THE TOWN CLERK

STATE OF WYOMING)
COUNTY OF LINCOLN)
TOWN OF ALPINE)

I hereby certify that the forgoing 273 Ordinance No. 2020-01 shall be duly posted for ten (10) days in the Town Office.

I further certify that the foregoing Ordinance will be posted on the Town website in final form, upon its passing and approved by the Town Council as soon as is practicable.

I further certify that the forgoing Ordinance was duly recorded in the BOOK OF ORDINANCES VI, TOWN OF ALPINE; LINCOLN COUNTY, WYOMING.



ATTEST:


Sharon L. Backus, CLERK/TREASURER

Local Weed Sprayers
South County Vegetation Management 307-760-5737
Apex Environmental Caden Heiner 307-887-6814 cadenheiner@gmail.com apexwyoming@gmail.com apexwyoming.com
Valley Vegetation Solutions/Mel Shumway 307-248-8288
Ecolife 877-660-5296
Mark Wolfley 307-887-0230
Casey Erickson 307-886-0849
Greenturf Lawnsapes 307-739-8633

W.S. 11-5-109. Inspection of land; remedial requirements; cost to landowner.

(a) Whenever the district board has probable cause to believe that there exists land infested by weeds or pests which are liable to spread and contribute to the injury or detriment of others, it shall make or have made an investigation of the suspected premises through the use of lawful entry procedures. The designated representative of the district board, after giving the landowner written notice, may go upon premises within the district, through the use of lawful entry procedures, without interference or obstruction for purposes of making a reasonable investigation of the infested area. Notice is deemed to have been given if it is deposited in a United States post office by certified mail with sufficient postage, addressed to the last known address of the landowner at least five (5) days before entry.

(b) If the suspected area is found to be infested, the district board, by resolution adopted by two-thirds (2/3) of its members, shall confirm such fact. The district board may set forth minimum remedial requirements for control of the infested area.

(c) The district board shall deliver, by certified mail, to the address of the landowner appearing on the most recent tax roles of the district:

(i) A copy of the resolution;

(ii) A statement of the cost of fulfilling the requirements; and

(iii) A request that the requirements contained in the resolution be carried out at the owner's expense within a designated period of time or on a cooperative basis.

(d) At the request of the landowner, the district board shall hold a hearing in accordance with the Wyoming Administrative Procedure Act.

(e) A landowner who is responsible for an infestation and fails or refuses to perform the remedial requirements for the control of the weed or pest on the infested area within the time designated may be fined not more than fifty dollars (\$50.00) per day for each day of violation and not

more than a total of two thousand five hundred dollars (\$2,500.00) per year as determined by the court. Any person accused under this act is entitled to a trial by jury. The accumulated fines under this section are a lien against the property of the landowner from the day notice is delivered to the landowner by the district board. All fines shall be deposited with the county treasurer and credited to the county school fund.

FREE SERVICES
OFFERED BY ANWAC

SITE VISITS to identify noxious weeds on your property

WEED MANAGEMENT PLAN for your property that includes chemical-free alternatives when possible

LOAN OF BACKPACK SPRAYER with appropriate herbicide for chemical treatment of weeds

LOAN OF SPRAY EQUIPMENT for use on ATV for treatment of large areas*

LIST of local weed treatment contractors for hire and sources of native plant seed for revegetation

EDUCATIONAL MATERIALS and events to raise awareness about noxious weeds in our communities

**Spray equipment larger than a backpack sprayer must be picked up at LCWP in Afton.*

JOIN US!

If you share our passion for protecting our pristine natural areas from invasion by noxious weeds, please join us. We are looking for community leaders throughout the greater Alpine area.

Contact us at stoptheweeds@gmail.com



WHO IS ANWAC?

The Alpine Noxious Weed Advisory Committee is a group of Alpine residents that works in collaboration with Lincoln County Weed and Pest District. Together we aim to raise awareness about the infestation of noxious weeds in the greater Alpine area and facilitate weed control efforts by landowners and town government.

ANWAC advises the town on treatment of weeds on lands in its jurisdiction, and assists landowners with weed identification, weed management plans, and use of herbicide and equipment. These services are offered at no cost to the landowner.

USEFUL CONTACTS

stoptheweeds@gmail.com

Lincoln County
Weed & Pest:
307-885-3394



Town of Alpine:
307-654-7757



PROUD TO BE
NOXIOUS
WEED FREE



Landowner's Guide to
Noxious Weed Control
in Alpine and Star Valley

WHAT ARE NOXIOUS WEEDS?

Section 7, Itema.

INVASIVE SPECIES Noxious weeds are aggressive plants that outcompete and replace native plant communities, significantly altering natural ecosystems.

NON-NATIVE SPECIES Noxious weeds are not native to Wyoming or even North America. They lack the limiting factors that kept their population in balance in their home ecosystem, and this has made them invasive in Wyoming.

NOXIOUS SPECIES These plants cause harm to natural ecosystems and human economies. They reduce crop production and wildlife forage and many are poisonous to livestock.

BROUGHT HERE INTENTIONALLY Many noxious weeds were brought here intentionally as ornamental plants but then escaped cultivation and became invasive.

BROUGHT HERE UNINTENTIONALLY Many noxious weeds were brought here unintentionally as contaminants of grain.

EXPENSIVE TO CONTROL It takes many years to eradicate noxious weeds once they infest your property. Taking action now will reduce the time and money needed to eradicate them.

Noxious weed species identified in Alpine

1. Spotted Knapweed (*Centaurea stoebe*)
2. Musk Thistle (*Carduus nutans*)
3. Bull Thistle (*Cirsium vulgare*)
4. Canada Thistle (*Cirsium arvense*)
5. Oxeye Daisy (*Leucanthemum vulgare*)
6. Houndstongue (*Cynoglossum officinale*)
7. Black Henbane (*Hyoscyamus niger*)
8. Common Mullein (*Verbascum thapsus*)
9. Leafy Spurge (*Euphorbia esula*)
10. Field Bindweed (*Convolvulus arvensis*)
11. Dalmatian Toadflax (*Linaria dalmatica*)
12. Yellow Toadflax (*Linaria vulgaris*)

WHY NOXIOUS WEEDS ARE A PROBLEM

BAD FOR WILDLIFE Noxious weeds outcompete and replace the native plants that our wildlife depend on for food and shelter. This also impacts hunting.

BAD FOR LANDOWNERS Noxious weeds reduce the resale value of private land, and they are very expensive to control if not detected early. As people become more aware of noxious weeds and their treatment costs, it will be more difficult to sell property that is contaminated with weeds.

BAD FOR RECREATION Noxious weeds limit access to our natural resources. Infestations of thistle, houndstongue, and other weeds impede travel and block access to waterways. Weeds that invade riparian areas increase erosion and change channel flow, impacting fishing.

BAD FOR FARMERS AND RANCHERS

Noxious weeds reduce crop yields and outcompete native grasses and forbs on range and pasturelands. Some weeds such as leafy spurge, Dalmatian toadflax, and houndstongue are toxic to livestock.

CONTROLLING NOXIOUS WEEDS IS REQUIRED BY STATE LAW

Noxious weeds cause such a problem for the ecology and economy of Wyoming that there is a state law requiring their removal. W.S. 11-5-101 – 11-5-119

HOW YOU CAN HELP ALPINE BE NOXIOUS WEED FREE

Section 7, Itema.

STEP 1. CONTACT ANWAC

Contact ANWAC to schedule a site visit. We will identify the noxious weeds on your property and provide you with a management plan that includes chemical free alternatives if possible. Email us at stoptheweeds@gmail.com to schedule a site visit.

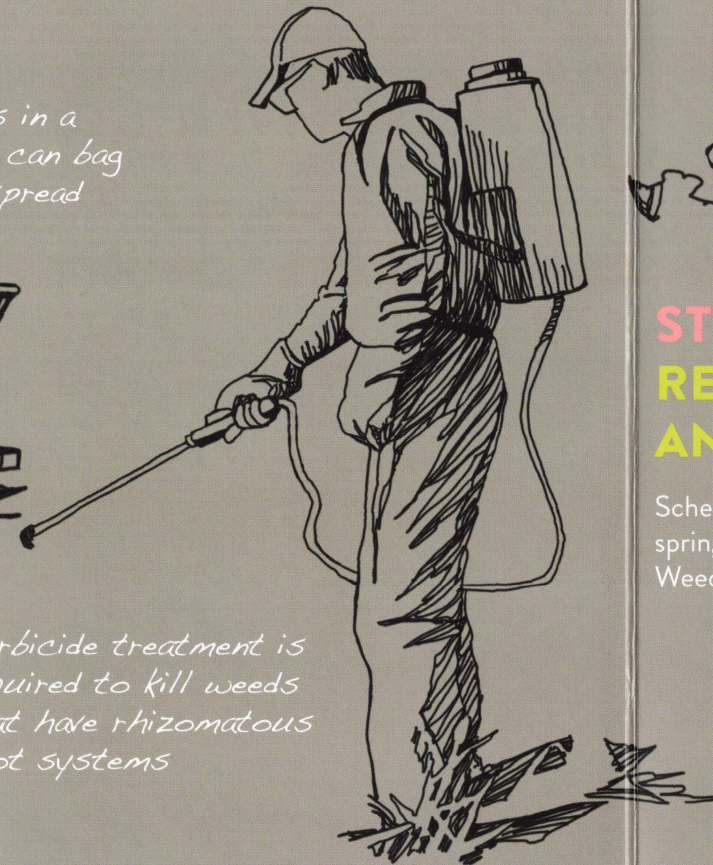
STEP 2. TREAT YOUR WEEDS

Use the management plan we provide to treat the noxious weeds on your property. ANWAC will loan backpack sprayers with appropriate herbicide to those who need it. ANWAC also provides a list of contractors who you can hire to treat the weeds for you.



Containing pulled weeds in a wheelbarrow until you can bag will help control the spread of seeds

Using a tool can help insure you catch the roots



Herbicide treatment is required to kill weeds that have rhizomatous root systems



STEP 3. REPEAT EACH SPRING AND FALL

Schedule a site visit with ANWAC each spring and fall until your property is Noxious Weed Free!

GOT KNAPWEED? Citizens of Alpine MUST unite against spotted knapweed

If you live in Alpine, it is very likely that you have been a host to the foreign invader called spotted knapweed. If it has not yet taken root on your property, you surely have seen it inhabiting road easements, vacant lots, and untended yards throughout Alpine.



Spotted knapweed is closely related to thistle, but its leaves have no spines. The black “spots” on its bracts aid in identification.

This thistle-like flowering plant is native to Asia. It was accidentally introduced into the U.S. in 1900 in a contaminated shipment of alfalfa seeds. It has since spread throughout the country, significantly reducing the economic and ecological value of the land it invades.

Spotted knapweed was first discovered in western Wyoming in 1974 on ranchland bordering the Gros Ventre river. Its seeds had likely hitchhiked to the ranch in a shipment of hay. By 1999, it was evident that this infestation had spread, following the river corridors throughout Teton County and down to Alpine. Spotted knapweed is now so widespread in Alpine, realtors have given it the name “Alpine Grass.” But don’t let the euphemism fool you – spotted knapweed and other noxious weeds decrease our property values!



Spotted knapweed easily outcompetes native plants, allowing it to spread and form dense monocultures. The allelopathic chemicals released by its roots make the land inhospitable to other plants, decreasing land values.

Spotted knapweed exudes a chemical from its roots that inhibits the germination of other plants g
your yard into a solid stand of knapweed. This makes gardening and landscaping difficult because nothing else will
readily grow in a knapweed stand. According to the Wyoming Weed and Pest Control Act of 1973, we are legally
required to eradicate these and other listed noxious weed species from our properties. The longer we let them grow
unchecked, the more expensive and time-consuming it will be to remove them.

In 2020, a group of Alpine residents decided to take a stand against this noxious weed invasion that threatens
our property values and the integrity of our natural areas. We formed the Alpine Noxious Weed Advisory
Committee (ANWAC) with a mission to educate the government and residents of Alpine on how to identify
and treat noxious weeds on their property. That same year, the Town of Alpine passed **273 Ordinance No.**
2020-02 Regulating Noxious Weeds on private property. This ordinance and its enforcement will be a
discussion item at **the September 2nd Town Council meeting**. Please read the ordinance on the town website
and consider participating in the September 2nd meeting.

We live in Alpine because we share a love for the mountains, forests, waters, and wildlife that surround us.
Let's work together to protect this special place from the irreversible damage caused by noxious weed
invasion.

Thank you!

Meta Dittmer
ANWAC
8/25/25



SPOTTED KNAPWEED

Centaurea stoebe

Section 7, Itema.



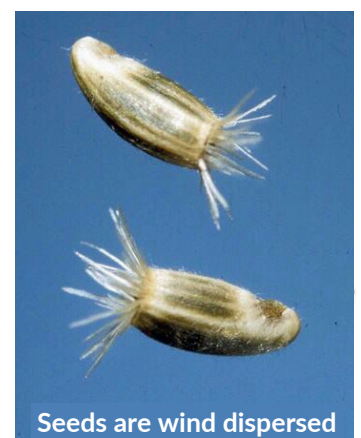
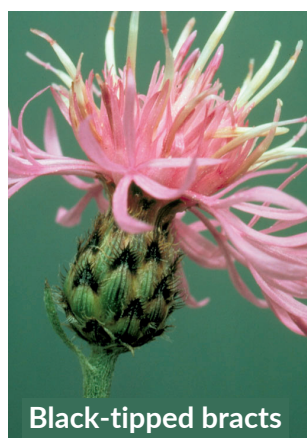
WHAT IS IT?

Spotted knapweed (SK) is a perennial forb in the Aster family that was accidentally introduced from Eurasia around 1900. It has since spread throughout the western US and Canada. It releases chemicals from its roots that inhibit growth of surrounding plants, allowing it to invade established plant communities as well as disturbed areas. SK invasions greatly reduce plant diversity and wildlife habitat, replacing it with a plant that is unpalatable to most wildlife and livestock.

HOW TO IDENTIFY SPOTTED KNAPWEED



STEM AND LEAVES



FLOWERS

Flowers are clusters of narrow pink petals that emerge from an urn-shaped base. The base is covered with scaly black-tipped bracts that give the flowers a spotted appearance. These "spots" give SK its name and distinguish it from other knapweed species.

REPRODUCTION AND SPREAD

Section 7, Itema.

FRUITS/SEEDS

Flowers are insect pollinated to produce clusters of small oval fruits. A short bristly pappus at one end enables wind dispersal. SK produces up to 1,000 seeds per plant, which may remain viable in the soil for up to 7 years. Seeds can be spread by wind, water, wildlife, and human activities. Motorized vehicles are the greatest contributor to the spread of SK.

ROOTS

SK produces a strong taproot as well as lateral roots. It releases a chemical from its roots that inhibits the growth of plants around it.

LIFE CYCLE

First-year plants form a deep taproot and a rosette of leaves. In subsequent years, plants send up several flowering stalks that produce fruits and seeds. Once seeds are dispersed, the above-ground portion dies back, but the roots survive under the soil, awaiting the next growing season. SK continues this cycle each year, and may live for 2 to 5 years.



Seedhead mining weevils on SK



SK seed head destroyed by mining weevils



Root mining weevils in SK roots



Targeted grazing on SK

HOW TO CONTROL IT

PREVENTION

Human activities - especially motorized vehicles - are the greatest contributors to the spread of SK. Prevent this by avoiding driving through infested areas and by practicing *Play Clean Go*.

MECHANICAL

SK can be hand-pulled or dug out with a tool, but entire root must be removed to assure it doesn't grow back. Any flower or seed heads should be bagged. Tilling will work on first-year rosettes, but does not kill the root of mature plants. Mowing is ineffective and not recommended.

CHEMICAL

SK can be controlled using herbicide applied in the spring before flowering and to new rosettes in the fall. Herbicide that contains Aminopyralid or 2,4-D are effective.

BIOLOGICAL

Biocontrol insects including root- and seed head mining weevils are helping to maintain lower populations of spotted knapweed. Goats and sheep can graze SK when it is young - before flowering - and this will reduce seed production.

CULTURAL

Encourage competition from native plants by maintaining healthy native plant communities.



**TOWN OF ALPINE, WYOMING
RESOLUTION 2025-040
A RESOLUTION TO AMEND THE TOWN OF ALPINE FY 2025 BUDGET TO
INCREASE THE WASTEWATER TREATMENT PLANT REPAIRS &
MAINTENANCE EXPENSE LINE ITEM (52-84-332)**

WHEREAS, the Town of Alpine has previously adopted a budget for Fiscal Year 2025; and

WHEREAS, it has become necessary to increase the Wastewater Treatment Plant (WWTP) Department line item for Repairs & Maintenance Expense (52-84-332) in order to cover costs associated with recent and anticipated repairs as documented in HUBER Technology Quote C1001400; and

WHEREAS, the Town Council finds it in the best interest of the Town to amend the budget to ensure proper operation and compliance of the WWTP facility;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ALPINE, WYOMING:

1. The Fiscal Year 2025 budget is hereby amended to increase the Wastewater Treatment Plant Department Repairs & Maintenance Expense line item (52-84-332) by \$33,327.29.
 2. Funding for this amendment shall be provided from the Town of Alpine General Fund reserves (or specify another fund/transfer source as applicable).
 3. This Resolution shall take effect immediately upon passage and approval.
-

PASSED, APPROVED AND ADOPTED this 2nd day of September 2025

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

SIGNED:

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Town Clerk/Treasurer

Billing Address

City of Alpine WWTP
 PO Box 3070
 250 River Circle
 Alpine, WY 83128
 UNITED STATES

Delivery Address

City of Alpine WWTP-Buffalo Drie
 291 Buffalo Drive
 Alpine, WY 83128
 UNITED STATES

OFFER: C1001400 / V1

Your Reference: Alpine, WY

Your Reference:

Date printed: 7/10/25

Our Reference: Price Ozment

Phone: +1-704-990-2409

Email: Price.Ozment@hhusa.net

Customer No.: 114440

Customer is responsible for the following prior to Huber's technician arrival:

(1)Removal of Huber machine from channel,

(2)Pressure washing of machine, and

(3)Providing lifting equipment.

Failure to do so will result in additional charges of \$1,000 per day Huber is onsite.

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	1.00	pcs	10000001 Screen Basket RPPS 780 e 2	25,838.97	25,838.97 0%
20/1	1.00	pcs	302306 baffle plate 780 Ro2	2,988.32	2,988.32 0%
30/1	1.00	pcs	10000002 Estimated Freight And Import Duties	4,500.00	4,500.00 0%
				Total net	USD 33,327.29
				Including Sales Tax	USD 0.00
				Total gross	USD 33,327.29

Additional tariffs, import duties, or other government-imposed charges introduced after a quote or order has been placed are not included in our pricing and will be invoiced separately to the customer. HUBER Technology Inc. will inform customers of relevant changes to the best of our knowledge and economic feasibility.

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 30 days

HUBER Technology, Inc.
 1009 Airlie Parkway • Denver, NC 28037
 Phone (704) 949-1010 • Fax (704) 949-1020 • huber@hhusa.net • www.huber-technology.com

A member of the HUBER Group

Delivery: prepaid and add
Payment terms: Net 30 days

Best regards

Price Ozment

Huber Technology, Inc.

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Aftermarket Sales & Service Rates 2025

Field Service Base Rate \$170.00 per hour

Training

Product Training..... \$170.00 per hour

Travel

Travel (time)..... \$170.00 per hour

Mileage..... \$0.65 per mile

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... \$170.00 per hour

Premium Rates

Overtime rate (in excess of 8 hours per day..... \$240.00 per hour

Standby rate..... Applicable base rate

Double time rate (Sunday, Holiday, or in excess of 12 hours)..... \$340.00 per hour

Expenses

Travel and accommodations..... Actual cost

Per Diem.....Business Rate Plan 1.. \$74.00 per day

High Cost Area Rate 2.. \$86.00 per day

Service Truck Rate \$250.00 per day

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Aftermarket Sales & Service Rates 2025

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at \$60.00 per day or \$70.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2025

Hazardous Locations.

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost

break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. Payment is due NET 30 DAYS from the date of invoice.

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

- 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
- 2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

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Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber part (mechanical or electrical) for a period of:

A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
 2. The replacement part(s) must not be modified or changed in anyway.
 3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications
- Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non- transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber.

Returns will not be accepted past thirty (30) days.

- Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.

• Exception:

The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

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owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s).
warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o o Huber Technology, Inc.
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net

After recording, return to:

Town of Alpine, Wyoming
P.O. Box 3070
Alpine, WY 83128

Space is reserved for use by Recorder.

ENCROACHMENT AGREEMENT

This Agreement is entered into by and between the Town of Alpine, a Wyoming municipal corporation (“Town or Grantor”), and Alpine Dental Care, LLC, a Wyoming limited liability company, Dr. Kurt Lower Linford, Organizer, whose principal office is located at 363 Deer Lane, Alpine, Wyoming 83128 (“Grantee”), effective as of the date of final execution by the Town.

Recitals

WHEREAS, Grantee is the fee title owner of certain real property located at 363 Deer Lane, Alpine, Wyoming, which is operated as a dental office;

WHEREAS, Grantee seeks to extend the existing parking lot located on the east side of the property;

WHEREAS, the proposed improvement requires encroachment into the Grantor’s right-of-way in an area measuring approximately fifteen (15) feet by forty-eight (48) feet (“Encroachment Area”); and

WHEREAS, the Grantor is willing to grant Grantee limited permission to encroach into the Encroachment Area, subject to the terms and conditions set forth herein.

Legal Description of the Encroachment Area

The Encroachment Area is depicted in Exhibit A, attached and incorporated herein, and is more particularly described as:

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. *Grant of Encroachment – No Grant of Title.* The Grantor hereby grants to Grantee a revocable license to encroach into the Encroachment Area for the limited purpose of extending the parking lot as depicted in Exhibit A attached hereto. No ownership interest or title in the Encroachment Area shall pass from the Grantor to the Grantee.
2. *Term and Termination.* This *Grant of Encroachment* shall commence on the Effective Date and shall continue for a term of five (5) years, or until:
 - a. terminated by the Grantor with or without cause provided the Grantor issues written notice of termination to the Grantee, at the address above, ninety (90) days prior to the termination of the *Grant of Encroachment*; or
 - b. the encroaching improvements are removed by the Grantee or its successors or assigns.
3. *Removal of Improvements on Termination.* The Grantee, or its successors or assigns shall remove any and all improvements from the encroachment area, described in Exhibit A, and restore the encroachment area to the condition that existed as of the Effective Date.
4. *Ownership of Improvements, Town Ownership of Encroachment Area, Liability, and Maintenance.*
 - a. The encroaching improvements shall remain the property of the Grantee or its successors or assigns.
 - b. Grantee shall be responsible to secure all permits and permissions from the Town for the construction of the encroaching improvements.

c. As soon as the commencement of construction, Grantee shall be responsible for all construction costs, including permit fees, for maintenance, and repair of any improvements within the Encroachment Area.

d. Grantee shall be liable for any injury to persons or property which may result from the Grantee's, Grantee's employee's, and Grantee's invitees use of the Encroachment Area.

e. The Grantee acknowledges that the Encroachment Area is within the public right-of-way and that no ownership rights are conveyed by this Agreement.

5. *Indemnification.* Grantee shall indemnify and hold the Town harmless from any and all claims, damages, or liabilities arising out of or related to Grantee's use or maintenance of the Encroachment Area.

6. *Governing Law – Venue.* This Agreement shall be governed and interpreted in accordance with the laws of the State of Wyoming. Venue for any dispute arising under this Agreement shall be in the courts of the Third Judicial District, in and for the County of Lincoln, State of Wyoming.

7. *Entire Agreement.* This Agreement constitutes the entire agreement of the parties. Any amendments to this Agreement shall be in writing, executed by the parties to the Agreement.

8. *Severability.* If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, the remaining provisions of this Agreement shall remain in full force and effect.

Effective this ____ day of _____ 2025.

SIGNATURES ON FOLLOWING PAGES

GRANTOR: Town of Alpine, a Wyoming municipal corporation

By: _____
Eric Green, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

The foregoing Agreement was acknowledged before me by Eric Green, in his capacity as Mayor of the Town of Alpine, a Wyoming municipal corporation, this ____ day of _____ 2025.

Notary Public

My Commission Expires:

GRANTEE: Alpine Dental Care, LLC, a Wyoming limited liability company

By: _____
 Dr. Kurt Lower Linford
 Its: _____

STATE OF WYOMING)
) ss.
 COUNTY OF LINCOLN)

The foregoing Agreement was acknowledged before me by Dr. Kurt Lower Linford, in his capacity as _____ and on behalf of Alpine Dental Care, LLC, a Wyoming limited liability company this _____ day of _____, 2025.

 Notary Public
 My Commission Expires: _____

EXHIBIT A
Encroachment Agreement

Section 9, Itemb.





ORDINANCE NO. 2025-014

AN ORDINANCE OF THE TOWN OF ALPINE, WYOMING ESTABLISHING WATER AND WASTEWATER CAPACITY FEES FOR DEVELOPMENT WITHIN THE INCORPORATED BOUNDARIES OF THE TOWN OF ALPINE

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF ALPINE, WYOMING:

Section I: Title. The Ordinance shall be known as the Water and Wastewater Capacity Fee Ordinance of the Town of Alpine, WY of Lincoln County.

Section II: Purpose and Intent. The purpose of this ordinance is to establish policies and regulations governing the implementation of water and wastewater capacity fees for areas served by the Town of Alpine.

Section III: Authority. This Ordinance is adopted pursuant to the general powers granted to municipalities under Wyoming Statutes §15-1-101 et. Seq.

Section IIII: Definitions. As used in this ordinance:

- (a) **Capacity Fee:** Means a one-time charge imposed on new development to pay for a proportionate share of the cost of new or expanded water system capital facilities required to serve such development.
- (b) **Capital Facilities:** Means major facilities within the water and wastewater systems which provide benefit to all customers such as wells, water treatment plants, treated storage, wastewater treatment plants, major lift stations, major water transmission mains and wastewater collection mains.
- (c) **Level of Service (LOS):** Means a measure of the relationship between the service capacity and the service demand. The standard of water or wastewater system performance and capacity set by the Town to provide service.
- (d) **New Development:** Means construction, change of use, expansion, or other activity that creates new demand for water or wastewater service on a defined parcel of land.
- (e) **Equivalent Residential Unit (ERU):** Means a standard unit of measure which represents the average water demand or the average non-consumptive flow reaching the wastewater treatment plant. Fractional ERUs may be used to define demand and flow requirements for specific features of new development (e.g.

number of bedrooms, number of bathrooms, hose bibs, restaurant seating capacities, etc.)

- (f) **Service Area:** Means the municipal boundaries of the Town of Alpine and any area served by the Town of Alpine's capital facilities.
- (g) **Industry Accepted Methodologies for Capacity Fees:** Means Approaches used by municipal and utility professionals for the purpose of calculating capacity fees and are supported by the leading water and wastewater organizations such as the American Water Works Association and the Water Environment Federation, among others.
- (h) **Water Meter:** Means a device part of a service connection to a dwelling or building used solely for the purpose of measuring water use.
- (i) **Meter Capacity:** Means The maximum allowed safe operating capacity of a water meter- measured in gallons per minute.
- (j) **Meter Capacity Ratios.** Means a numerical value assigned to each meter representing the relative capacity of that meter to a ¾" meter. Used as a method to calculate capacity fees by meter size.

Section V: Applicability.

- (a) **Applicability to New Development:** This ordinance applies to all new development within the service area that meets any of the following requirements:
 - i. Construction of new building,
 - ii. Expansion of an existing building or dwelling requiring new water or wastewater service,
 - iii. Change in land use that increases water demands or wastewater demands.
- (b) **Exemptions:** The following are exempt from water and wastewater capacity fees:
 - i. Replacement of a building or dwelling with no change in water or wastewater demands,
 - ii. Remodel or repair not requiring increases in water or wastewater demands.

Section VI: Appeals. Applicant may appeal the calculation or application by filing an appeal with the Town within a specified time frame stated by the Town or contained in the Wyoming Administrative Procedures act if the Town has not adopted an office appeal process, W.S. §16-3-101 et. seq.

Section VII: Payment. Payment of capacity fees are due upon issuance of building permit.

Section VIII: Capacity Fee Schedule.

(a) Water Capacity Fee Schedule:

Water Capacity Fee			
Meter Size inches	Max Allowable Capacity, gpm	Meter Ratio	Calculated Fee
¾"	30	1.00	See Utility Rate Ordinance
1"	50	1.67	See Utility Rate Ordinance
1 ½"	100	3.33	See Utility Rate Ordinance
2"	160	5.33	See Utility Rate Ordinance
i. Meter sizes greater than 2" assessed on an individual basis			

(b) Wastewater Capacity Fee: Per ERU. See Utility Rate Ordinance.

Section IX: Effective Date:

This Ordinance shall take effect and be in force upon passage, approval, and publication as required by law and shall apply to all development applications submitted on or after that date.

Passed First Reading on the 2nd day of September 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

Passed Second Reading on the 16th day of September 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

Passed on Third and Final Reading 7th day of October 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

TOWN OF ALPINE

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Clerk / Treasurer

ATTESTATION OF THE TOWN CLERK

STATE OF WYOMING)
COUNTY OF LINCOLN)
TOWN OF ALPINE)

I hereby certify that the forgoing Ordinance No. 2025-014 shall be duly posted for ten (10) days in the Town Office.

I further certify that the foregoing Ordinance will be posted on the Town website in final form, upon its passing and approved by the Town Council as soon as is practicable.

I further certify that the forgoing Ordinance will be duly recorded in the BOOK OF ORDINANCES, TOWN OF ALPINE, LINCOLN COUNTY, WYOMING.

ATTEST:

Monica L. Chenault, Clerk / Treasurer



ORDINANCE NO. 2025-013

AN ORDINANCE ESTABLISHING UTILITY RATES, FEES, AND CHARGES FOR WATER AND SEWER SERVICES WITHIN THE TOWN OF ALPINE, WYOMING; PROVIDING DEFINITIONS; ADOPTING A UTILITY RATE SCHEDULE; AND REPEALING ALL PRIOR RATE ORDINANCES IN CONFLICT HERewith.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF ALPINE, WYOMING:

Section I. Title

This ordinance shall be known and may be cited as the **“Town of Alpine Utility Rate Ordinance.”**

Section II. Ordinances Repealed

All previous ordinances or resolutions setting water and sewer rates, fees, and charges inconsistent with this ordinance are hereby repealed.

Section III. Effective Date

This ordinance shall be effective on the date of passage. All billing for rates specified herein shall begin on the first billing period after passage and approval of this Ordinance.

Section IV. Definitions

For purposes of this ordinance, the following definitions apply:

- (a) **“Base Rate”** – Means the fixed monthly fee charged to each active water or sewer account to cover system infrastructure, administration, and availability of service, regardless of actual usage.
- (b) **“Per Gallon Charge”** – Means the volumetric fee billed to each water/sewer customer, based on actual metered consumption in gallons.
- (c) **“Readiness-to-Serve Fee”** – Means a monthly fee charged to properties or vacant lots that are connected to, or have service availability from, the Town system but are not actively consuming.
- (d) **“Connection Fee”** – Means a one-time fee assessed for the labor, inspection, and materials required to establish a new service connection.
- (e) **“Capacity Fee”** – Means a one-time fee to recover proportional costs of system capacity required to serve a new or expanded connection, based on Equivalent Residential Units (ERUs).

- (f) **“Equivalent Residential Unit (ERU)”** – Means a standardized measure of demand, equal to 25 fixture units under the International Building Code.
- (g) **“Fixture Unit”** – Means a standardized measure of water demand assigned to specific plumbing fixtures or groups of fixtures as set forth in the most recent International Building Code.
- (h) **“Bulk Water Rate”** – Means the charge for water dispensed directly through fire hydrants or approved bulk fill stations by permit.
- (i) **“Renter Fee”** – Means a monthly charge assessed when billing responsibility is transferred from the property owner to a renter.
- (j) **“Outside Municipal Limits Rate”** – Means any customer receiving service outside the Town boundaries shall be billed at a percentage above the in-Town rate as provided in the Utility Rate Schedule.

Section V. Utility Rate Schedule:

- (a) **Adoption of Rate Schedule:** All utility rates, fees, and charges shall be set forth in the **Town of Alpine Utility Rate Schedule**, which is hereby adopted below:

WATER RATE SCHEDULE:

Fee Type	Unit	In-Town Rate	Out-of-Town Multiplier	Out-of-Town Rate
Monthly Water Base Rate	Monthly based on water service line size	\$34.00	125%	\$42.50
Water Per Gallon Charge	per 1,000 gallons (or per gallon)	\$2.25	125%	\$2.81
Water Service Fee	Per Month	\$2.00	N/A	\$2.00
Readiness-to-Serve (Water)	Per account / month	\$31.00	125%	\$38.75
Meter Tampering Fee	Per Occurrence	\$500.00	N/A	\$500.00
Meter Test Fee	Per Test	\$100.00	N/A	\$100.00

Bulk Water – Permit Fee	Per Application	\$100.00	N/A	\$100.00
Bulk Water – Per Gallon Rate	Per Gallon	\$4.50	N/A	\$4.50
Termination of Service Fee	Per Event	\$120.00	N/A	\$120.00
Voluntary Disconnection/Reconnection Fee	Per Event	\$60.00	N/A	\$60.00

SEWER RATE SCHEDULE:

Fee Type	Unit	In-Town Rate	Out-of-Town Multiplier	Out-of-Town Rate
Monthly Sewer Base Rate	Monthly, per ERU (min 1 ERU)	\$67.50	150%	\$101.25
Sewer Per Gallon Charge	per 1,000 gallons (or per gallon)	\$0	150%	\$0
Readiness-to-Serve (Sewer)	per account / month	\$54.00	N/A	N/A
Septage Disposal Fee	Per 1,000 gallons	\$225.00	N/A	\$225.00

MISC. FEES SCHEDULE:

Fee Type	Unit	In-Town Rate	Out-of-Town Multiplier	Out-of-Town Rate
Renter Fee	per occurrence	\$50.00	N/A	N/A
Returned Check Fee	per occurrence	\$50.00	N/A	\$50.00
Connection License Extension Fee	per occurrence	\$100.00	N/A	\$100.00
Late Fees	per occurrence	\$5.00	N/A	\$5.00

Transfer of Service	per occurrence	\$300.00	N/A	\$300.00
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If the Town of Alpine supplies any parts, fittings, or supplies in connection with a water or sewer connection and/or repair the purchaser shall be charged cost plus 30%.

WATER CONNECTION FEES

Fee Type	Unit	In-Town Rate	Out-of-Town Multiplier	Out-of-Town Rate
Water Connection	¾"	1,500.00	125%	\$,1875.00
Water Connection	1"	\$1,750.00	125%	\$2,187.5
Water Connection	1.5"	Number needed		
Water Connection	2"	Number needed		

WATER CAPACITY FEES

Meter Size inches	Max Allowable Capacity, gpm	Meter Ratio	Calculated Fee
¾"	30	1.00	\$7,925
1"	50	1.67	\$13,120
1.5"	100	3.33	\$26,420
2"	160	5.33	\$42,270

SEWER CONNECTION FEES

Fee Type	Unit	In-Town Rate	Out-of-Town Multiplier	Out-of-Town Rate
Sewer Connection Fee	Per ERU (min 1 ERU)	1,000.00	150%	\$1,500.00

SEWER CAPACITY FEES

Fee Type	Unit	Calculated Fee
Capacity Fee (per ERU)	one time per ERU (min 1 ERU)	\$9,080.00

(b) Authority to Amend

- i. The Town Council may update or amend by ordinance.
- ii. The Council may also adopt administrative resolutions to adjust specific rates (e.g., bulk water, renter fees, readiness-to-serve) so long as the adjustments are consistent with the framework of this ordinance.

Section VI. Water Rates and Fees

Water-related charges, including but not limited to **base rates, usage charges, readiness-to-serve fees, connection fees, meter replacement fees, and out-of-town multipliers** shall be as set forth in Exhibit A.

Section VII. Sewer Rates and Fees

Sewer-related charges, including but not limited to **base rates, usage charges, readiness-to-serve fees, connection fees, capacity fees, ERU-based fees, and out-of-town multipliers** shall be as set forth in Exhibit A.

Section VIII. Other Utility Fees

Other charges, including but not limited to **bulk water rates, renter fees, returned check fees, voluntary shutoff/reconnection fees, meter tampering fees, and other administrative charges** shall be as set forth in Exhibit A.

Section IX. Collection, Liens, and Enforcement

- (a) All bills are due by the **25th of each month.**
- (b) Late payment, lien, and enforcement provisions remain as previously established in Town of Alpine Billing Procedure Ordinance and shall apply to all rates adopted under this Ordinance.
- (c) Accounts delinquent 60 days or more may be shut off and are subject to lien on the property served.
- (d) The Town shall recover attorney's fees and costs for collection actions.

Section X. Severability

If any portion of this ordinance is held invalid, the remaining provisions shall remain in full force and effect.

Section XI. Adoption

This ordinance passed and approved on the following dates:

Passed First Reading on the 2nd day of September 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

Passed Second Reading on the 16th day of September 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

Passed on Third and Final Reading 7th day of October 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

TOWN OF ALPINE

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Clerk / Treasurer

ATTESTATION OF THE TOWN CLERK

STATE OF WYOMING)
COUNTY OF LINCOLN)
TOWN OF ALPINE)

I hereby certify that the forgoing Ordinance No. 2025-013 shall be duly posted for ten (10) days in the Town Office.

I further certify that the foregoing Ordinance will be posted on the Town website in final form, upon its passing and approved by the Town Council as soon as is practicable.

I further certify that the forgoing Ordinance will be duly recorded in the BOOK OF ORDINANCES, TOWN OF ALPINE, LINCOLN COUNTY, WYOMING.

ATTEST:

Monica L. Chenault, Clerk / Treasurer

•

1st Reading



ORDINANCE NO. 2025-012

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 2022-14 FOR THE PURPOSE OF ESTABLISHING UTILITY BILLING PROCEDURES, USAGE FEES, CONNECTION FEES, CONNECTION REQUIREMENTS, AND COLLECTION POLICIES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF ALPINE, WYOMING:

Section I: Title:

This ordinance shall be known and may be cited as the **"Utility Procedure Ordinance of the Town of Alpine."**

Section II: Ordinances Repealed:

Ordinance No. 2022-14, together with all ordinances or parts of ordinances in conflict with this ordinance, are hereby repealed.

Section III: Effective Date:

This ordinance shall be effective on the date of passage. All procedures specified herein shall begin on the first billing period after passing and approval of this Ordinance.

Section IV: Water Commissioner:

- (a) **Appointment:** The Mayor shall designate a Town employee to serve as Water Commissioner. The designated employee must hold a Level 1 certification from the Wyoming Department of Environmental Quality as a water operator. This designation may be modified at any time at the discretion of the Mayor.
- (b) **Authority:** The Water Commissioner or other designated employee shall have the authority to investigate applications for water and sewer services. The Water Commissioner shall also have the authority to terminate or temporarily suspend water/sewer services as provided in this article

Section V: Definitions: As used in this ordinance:

- (a) **"Town"** means the Town of Alpine, Wyoming.
- (b) **"Customer or consumer"** means any individual, firm, corporation, or entity that receives utility services from the Town.
- (c) **"Utility services"** means water and/or wastewater services provided by the Town.

- (d) **"Delinquent account"** means any utility account not paid in full by the due date specified on the bill.
- (e) **"Curb-box" (also known as a "valve box")** means a vertical cast iron sleeve, accessible from the public right-of-way, housing the shutoff valve (curb-stop) for a property's water service line. The curb-box is typically located between a building and the water main lines and usually consists of a metal tube with a removable or sliding lid, allowing access to the turn-key within.
- (f) **"Curb-Stop" (also known as a "shutoff valve")** means a valve and protective enclosure box placed in a user's water service line for the purpose of turning the water utility service on/off.
- (g) **"Water/Sewer Service"** means a water/sewer service (or lateral) utility line connecting the Town's utility main lines (water distribution system and sewer collection system) to a property's premises plumbing. The service or lateral originates at the connection of the main and includes all piping, equipment, and appurtenance installed to deliver the utility to the property, including any portion of that line that lies within Town property, right-of-way, or easements.

Section VI: Rates and Fees:

Utility rates and fees shall be established by separate ordinance of the Town Council and may be adjusted from time to time as necessary

Section VII: Water Rates, Fees, and Requirements

(a) Water Connection Requirements:

- i. **Mandatory Connection to Town Water System:** Connection to the Town of Alpine municipal water system is mandatory for all properties located within the incorporated limits of the Town. The installation or use of private culinary water wells is strictly prohibited within the Town of Alpine.
- ii. **Permit to Connect Required:** No connection shall be made to the municipal water system without first obtaining a permit to connect from the Town of Alpine Public Works Department. This permit is required prior to any construction or installation activity involving the Town's water infrastructure.
- iii. **Building Permit:** No building permit shall be granted until the permit to connect is issued.

iv. **Individual Meters Required:**

1. All water consumed within the Town of Alpine shall be delivered through and measured by a Town-approved water meter. No person, property, or premises shall connect to or use water from the municipal water system except through such a meter.
2. All new businesses and residences shall have their own individual water meter. Each property shall have at a minimum, one (1) water meter provided by the Town, which shall be installed in accordance with Town specifications. Additional meters may be installed at the landowner's expense; however, no additional connection fees shall be required for additional meters connected to the same service line.

v. **Backflow prevention assembly testing and maintenance:**

1. All properties or premises connected to the Town's public water supply shall install and maintain at the property owner's expense the appropriate backflow assembly. Determination of the hazard classification of a water service connection is at the sole discretion of the Town.
2. Backflow prevention devices at water service connections shall be inspected and certified by a certified backflow assembly tester at the time of installation meeting the certification requirements of WYDEQ Chapter 12. Cost of installation and testing shall be the responsibility of the property owner. Records of testing shall be supplied to the Town prior to initiation of service.
3. Backflow prevention devices installed at high-hazard nonresidential cross connections shall be inspected and tested on an annual basis by a certified backflow assembly tester meeting the certification requirements of WYDEQ Chapter 12. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation or repair. A report to the Town must be filed each time an assembly is tested, relocated, or repaired. These assemblies shall be serviced, overhauled, or replaced whenever they are found to be defective and all costs of testing, repair, and maintenance shall be borne by the property owner. If records of testing by the Town are not received annually, the Town may

complete the testing, of which the cost of testing plus 30% shall be applied to the owner's utility bill. If access for testing is denied, the consumer shall be subject to the termination of water service.

(b) Water Connection Fees:

- i. **Water Connection Fee:** The Water Connection Fee is a charge assessed by the Town of Alpine to recover the costs associated with providing a new physical connection to the Town's culinary water system. This fee includes labor to tap the water main, inspection services, review, approval necessary to ensure compliance with Town standards and specifications, the water meter, and labor to install the meter.
- ii. **Conditions for Installation:** A water connection may be installed only upon:
 1. Full payment of the Water Connection and Capacity Fees,
 2. Completion of the application process, and
 3. Issuance of a permit.
- iii. **Permit to Connect; Term and Extension:** Upon issuance, the applicant has two (2) years to connect to the town's culinary water system. Before expiration, a written request may be submitted for a one-time, one (1) year extension upon demonstration of good cause by the applicant. A fee shall be charged for the extension.
- iv. **Revocation and Forfeiture:** If the connection is not installed by the expiration of the extension deadline, all fees paid shall be forfeited and the permit to connect to the culinary water system shall be revoked. There shall be no refunds of Water Connection and Capacity Fees.
- v. **Water Connection Fees Outside Municipal Limits:** All Town Council approved water connections located outside the municipal limits shall be charged 125% of all rates and fees as adopted in the most recent Utility Rate Ordinance.
- vi. **Establishment of Fee:** The water connection fee shall be established in accordance with the rates set forth in the most recently adopted Town of Alpine Utility Rate Ordinance. In the event that no specific rate is provided therein, the fee shall be determined by the Town of Alpine Engineer based on anticipated usage.

(c) Monthly Usage Fees Required:

- i. **Base Rate:** The water base rate is a fixed monthly fee charged to each water user, regardless of the amount of water used. This fee covers the cost of maintaining the water system infrastructure, administrative expenses, and ensuring the availability of water service.
- ii. **Water Per Gallon Charge:** The water per gallon charge is a variable fee based on the actual volume of water used. This charge is assessed in addition to the base rate and is calculated based on the number of gallons consumed by the user during the billing period.
- iii. **Water Rates for Properties Outside Municipal Limits:** Both the base rate and the per-gallon water usage charge shall be assessed at one hundred twenty-five percent (125%) of the in-town rates for all users located outside the incorporated municipal boundaries of the Town of Alpine.

(d) Water Service Fees – Meter Replacement: Water service fees shall include charges established to cover the cost of repair and replacement of water meters. These fees ensure the Town of Alpine can maintain accurate metering equipment, recover the cost of meter materials and installation, and provide for the continued operation and reliability of the municipal water system.

(e) Readiness to Serve Fee: All vacant lots located within the municipal boundaries of the Town of Alpine that are not currently connected to the Town's water system shall be charged a monthly readiness to serve fee. This fee is required to maintain system availability and infrastructure readiness.

(f) Readiness to Serve Fee outside Municipal Limits: All vacant lots located outside the municipal boundaries of the Town of Alpine that have water service extended to the property shall also be required to pay the monthly readiness to serve fee, regardless of whether the property is currently connected. The readiness to serve fee for out-of-town properties shall be charged at one hundred twenty-five percent (125%) of the in-town rate.

(g) Installation Criteria:

- i. **Owner Responsibility:** The property owner shall be responsible for installing the water service line from the main to the point of connection in accordance with the Town of Alpine's specifications as adopted by the Alpine Town Council. The installation shall comply with the International Building Code (IBC), any other codes adopted by the Town of Alpine, Wyoming DEQ standards, and all other applicable standards or requirements. An encroachment permit shall be required for all curb cuts. The property owner shall warranty the Town of Alpine against any right-of-way settling for a period of one (1) year following installation. After installation and approval by the Town, the property owner retains responsibility for the service line from the curb-stop to the private connection and to the sewer main connection point. Water service lines shall be installed at a sufficient depth and/or insulated to prevent freezing. New service lines shall also be flushed to remove dirt and debris from the line prior to use.
 - ii. **Town Responsibility:** After installation and approval by the Town, the portion of the water service line from the main to the curb-stop becomes the property of the Town and shall be maintained by the Town thereafter. The Town remains responsible for maintenance and repair of the main utility lines and any service portions it owns. The Town reserves the right to access and utilize any valve, curb-stop, water meter, or device controlling the flow or delivery of water, including but not limited to water meters, seals, sending units, backflow prevention devices, or other equipment regulating or measuring the supply of any utility service. The Town retains ownership of the water meter regardless of location.
- (h) **Town Oversight and Inspection:** The Town of Alpine must be notified of a minimum one (1) full working day in advance of any excavation relating to a connection to the Town's water system (a Town of Alpine encroachment permit may be required). Any person making unauthorized service connections shall pay a fine of no more than seven hundred fifty dollars (\$750.00) per incident and at their expense be required to re-expose the entire line and pay for inspection by the Town. The landowner shall be held liable for any damage or additional fees and costs resulting from any failure to comply with this ordinance.
- (i) **Water Connection Dates:** The Town of Alpine prohibits new water connections involving excavations within the Town owned right of way or a prescribed Town utility easement between the dates of November 15 and April 15 unless for emergency purposes or otherwise pre-approved by the Town.

- (j) **Additional Fees:** If any of the above connection fees do not fully cover the total costs incurred by the Town for the water connection, additional costs and fees shall be assessed.

Section VIII: Sewer Rates, Fees, and Requirements

(a) Sewer Connection Requirements:

- i. **Mandatory Connection to Town Sewer System:** All existing and new structures with reasonable access to the Town of Alpine's sewer collection system shall be required to connect. The issuance of permits for permanent septic tanks or leach fields is strictly prohibited for any property with reasonable access to the existing sewer infrastructure.
- ii. **Permit to Connect Required:** No connection shall be made to the municipal sewer system without first obtaining a permit to connect from the Town of Alpine Public Works Department. This permit is required prior to any construction or installation activity involving the Town's sewer infrastructure.
- iii. **Building Permit:** No building permit shall be granted until the permit to connect is issued, **with the only exception being as provided in Section IV 1 B.**
- iv. **Lots without Reasonable Access to the Existing Sewer Collection System:**
 1. Landowners with properties located within the Alpine municipal limits that do not have reasonable access to the Town of Alpine sewer system (determined by the Town in accordance with the Master Sewer Ordinance), shall be required to obtain an on-site wastewater permit for new construction in accordance with Wyoming DEQ requirements. Documentation of an approved permit shall be provided before issuance of a building permit by the Town.
 2. Upon approval by the Town, Landowners may at their own expense, connect to the sewer collection system by extending the sewer service line or collection line. Such connections shall be subject to meeting all Town and DEQ requirements. Any sewer service line serving more than one building shall require a DEQ "Permit-to-Construct" and the consent of the Town of Alpine, subject to town engineer review.
- v. **Backflow Preventer Required:** Where users have drains or other plumbing fixture(s) less than twenty-four (24) inches above the elevation of the rim of the next upstream manhole, the user shall install a Town approved backflow prevention device in an accessible location on the service line serving said fixture(s). The landowner shall be responsible for the proper operation and maintenance of the black flow device.

vi. Prohibited discharges: In accordance with the Master Sewer Ordinance, no person, association, firm or business, including but not limited to septic tank pumping services, firms or organizations, shall discharge or cause to be discharged any of the following described water or wastes to the Town's sewer system:

1. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas
2. Any waters containing toxic or poisonous solids, liquids or gases in sufficient quantities, either singularly or by interaction with other wastes, to contaminate the sludge of the public sanitary sewer, to injure or interfere with any sewage treatment process, to constitute a hazard to humans or animals, to create a public nuisance, or to create any hazard in the receiving waters of the wastewater treatment facility.
3. Any waters or wastes having a pH lower than 5.5, above 8.5 or having any other acidic/corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater works
4. Solid or viscous substances in quantities or of such size capable of plugging or causing obstruction to the flow in sewers or of causing other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, manure, hair, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders
5. Paint, oil, wax, epoxy, grease or similar substance;
6. Sludge and other matter pumped from septic tanks or other sewage disposal systems;
7. Unpolluted waters such as stormwater, surface water, groundwater, roof runoff, subsurface drainage, or cooling water;
8. Any other substance which would unreasonably tend to plug or cause obstruction to the Town's sewer system.

(b) Sewer Connection Fees

- i. **Sewer Connection:** The Sewer Connection Fee is a charge assessed by the Town of Alpine to recover the costs associated with providing a new physical connection to the Town's sewer system. This fee includes inspection services, review, and approval necessary to ensure compliance with Town standards and specifications.
- ii. **Conditions for Installation:** A sewer connection may be installed only upon:

1. Full payment of the Sewer Connection and Capacity Fees,
 2. Completion of the application process, and
 3. Issuance of a permit.
- iii. **Permit to Connect; Term and Extension:** Upon issuance, the applicant has two (2) years to connect to the town's sewer system. Before expiration, a written request may be submitted for a one-time, one (1) year extension upon demonstration of good cause by the applicant. A fee shall be charged for the extension.
- iv. **Revocation and Forfeiture:** If the connection is not installed by the expiration of the extension deadline, all fees paid shall be forfeited and the permit to connect to the sewer system shall be revoked. There shall be no refunds of Sewer Connection Fees or Capacity Fees.
- v. **Sewer Connection Fees Outside Municipal Limits:** All sewer connections located outside the municipal limits shall be charged 150% of all rates and fees as adopted in the most recent Utility Rate Ordinance.
- vi. **Establishment of Fee:** The sewer connection fee shall be established in accordance with the most recent International Building Code Water Supply Fixture Unit Values for various Plumbing Fixtures and Fixture Groups.
1. **Equivalent Residential Unit (ERU):** Fees are based on a monetary cost (\$) per ERU. An ERU is considered 25-Fixture Units. Sewer fees will be a minimum of (1) ERU. ERUs above (1) will be rounded up/down per the closest $\frac{1}{2}$ number.
- vii. **Change of Property Use – Sewer Evaluation Required:** In the event that the use of a property is changed, whether or not a building permit is required or obtained, the property owner shall submit an application to the Town of Alpine for review. As part of this review, the sewer service and capacity demands associated with the property shall be evaluated by the Town to determine compliance with all applicable requirements. Any necessary upgrades, modifications, or fees resulting from the change in use shall be the responsibility of the property owner.
- viii. **Previous Connection Fee Agreements / Amortization:** All contracts, agreements and extensions to the original agreements on connection fees in Phase I and Phase II of the Town of Alpine Sanitary Sewer Expansion Project shall terminate according to the terms of the Agreements. Any reference to “amortization” or reference to financing in the agreements is hereby stricken. Said references shall be termed as

lease agreements and lease payments. Any outstanding amounts due under these agreements are hereby declared “residual amounts”. Upon sale of the real property for which the sewer connection has been leased under the agreements, any outstanding residual amounts shall be paid immediately.

ix. **Monthly Usage Fees Required:**

- i. **Base Rate:** The sewer base rate is a fixed monthly fee charged to each sewer user, regardless of the amount of water used. This fee covers the cost of maintaining the sewer system infrastructure, administrative expenses, and ensuring the availability of sewer service.
- ii. **Sewer Per Gallon Charge:** The sewer per gallon charge is a variable fee based on the actual volume of water used. This charge is assessed in addition to the base rate and is calculated based on the number of gallons consumed by the user during the billing period.

1. **Irrigation:** At the owner’s expense they are allowed to install a deductive irrigation water meter. Irrigation water usage will be deducted from the domestic water meter usage for the sewer per gallon charge. Sewer deduction water meters will be installed under the same requirements of the municipal water systems

- iii. **Sewer Rates for Properties Outside Municipal Limits:** Both the base rate and the per-gallon sewer usage charge shall be assessed at one hundred fifty percent (150%) of the in-town rates for all users located outside the incorporated municipal boundaries of the Town of Alpine.

- x. **Readiness-to-Serve Fees:** Monthly readiness to serve fees shall be charged to properties in Phase I and Phase II of the Town of Alpine Sanitary Sewer Expansion Project.

xi. **Installation Criteria:**

1. **Owner Responsibility:** The property owner shall install, own, and maintain the sewer lateral and all service line components extending from the sewer main to the building connection. All work must comply with the International Building Code (IBC), the Wyoming DEQ standards, the

Town of Alpine Standards and Specifications, or any other applicable codes. Service lines must be placed at sufficient depth and/or insulated to prevent freezing. A Town representative shall inspect and approve all connections and installations. The property owner shall warranty the Town of Alpine against any right-of-way settling for a period of one (1) year following installation.

2. **Town Responsibility:** The Town is responsible only for the maintenance and repair of the sewer mains.
- xii. **Town Oversight and Inspection:** The Town of Alpine must be notified of a minimum one (1) full working day in advance of any excavation relating to a connection to the Town's sewer system (a Town of Alpine encroachment permit may be required). Any person making unauthorized service connections shall pay a fine of no more than seven hundred fifty dollars (\$750.00) per incident and at their expense be required to re-expose the entire line and pay for inspection by the Town. The landowner shall be held liable for any damage or additional fees and costs resulting from any failure to comply with this ordinance
 - xiii. **Sewer Connection Dates:** The Town of Alpine prohibits new connections involving excavations within the Town owned right of way or a prescribed Town utility easement between the dates of November 15 and April 15 unless for emergency purposes or otherwise pre-approved by the Town.
 - xiv. **Abandonment of Existing Septic Tanks:** Any lot owner with an existing structure that has reasonable access to the Town collection system, who has a septic system/leach field that fails to operate properly or becomes an environmental or public health concern, as determined by the Town of Alpine, shall be required to abandon that septic system/leach field and connect to the collection system within sixty (60) days following notification from the Town. If the notification of failure occurs after September 15, the connection shall be made by June 15 of the following year.
 - xv. **Properties Requiring Pump Stations:** Special provisions shall apply to properties that are within reasonable access of the Town of Alpine's collection system and have a demonstrated need (to the satisfaction of the Town Engineer) for a pump station. These properties shall pay the same connection fees and capacity fees specified in the

most recently adopted Town of Alpine Utility Rate Ordinance. In addition, the pump station and discharge line shall be required to meet additional specifications. The pump station shall be purchased and installed at the property owner's expense.

- xvi. **Master Sewer Ordinance:** The Master Sewer Ordinance establishes additional requirements, penalties, definitions, and prohibitions governing the Town of Alpine Sewer System and Treatment Plant. These provisions apply to all new and existing sewer service connections and to all use of the Town sewer system. In the event of a conflict between this ordinance and the Master Sewer Ordinance, the most recently adopted and more restrictive provision shall prevail.
- xvii. **Additional Fees:** If any of the above connection fees do not fully cover the total costs incurred by the Town for the sewer connection, additional costs and fees shall be assessed.

Section IX: Other Fees and Charges

- (a) **Bulk Water:** Where sufficient water is available for municipal uses, the Town may provide bulk water sales.
 - i. **Bulk Water Permits and Metering Requirements:** Bulk Water taken from fire hydrants or by other dedicated bulk water dispensing systems will be approved by special permit issued by the Water Commissioner who shall, at their discretion, issue a water meter to each such permittee. A meter or meters, together with such backflow prevention assemblies as the Water Commissioner may determine necessary, must be connected to each fire hydrant/dispenser and must meter all water flowing therefrom pursuant to such special permit. The approval of the application to purchase bulk water may be withdrawn at any time with or without cause.
 - ii. **Bulk Water Fees and Rates:** Bulk water permit fee and usage rates; see currently Utility Rate Ordinance.
 - iii. **Return of Equipment and Penalties:** The permittee shall return all necessary equipment issued under such special permit to the Town of Alpine at the completion of the permit or as requested by the Town of Alpine. Any permittee that fails to return such equipment, or returns such equipment in a damaged state, is guilty of a misdemeanor and, upon conviction, is subject to a fine not to exceed \$750 as well as any restitution to the Town for replacement of such equipment.

- iv. **Exemption for Fire Department Operations:** Nothing in this section shall be deemed in any manner to prohibit, hinder, or require a permit of the Fire Department carrying out its firefighting duties

(b) Septage Disposal Fee:

- i. **Authorization for Acceptance of Septage:** The Town of Alpine may, at its sole discretion, authorize the acceptance of septage or other hauled wastewater at the Town's wastewater treatment facilities. Authorization shall be granted only as determined necessary and appropriate by the Town, and the Town reserves the right to deny acceptance at any time.
- ii. **Disposal Fee Rates:** When septage is accepted, the Town shall assess a disposal fee in accordance with the rates established by the most recently adopted Town of Alpine Utility Rate Ordinance

Section X: Utility Billing and Collection Policy

- (a) **Responsibility for payment:** The Town provides water and sewer services to properties and premises within the Town's service area. Responsibility for payment of connection fees, service fees, and special assessments applicable to the provision of those services shall rest, in each instance, with the owner of the property or premises, as recorded on the deed of trust, to which said service is provided. All such connection and capacity fees, service fees, and special assessments shall be billed to the property or premises owner. Where billing is sent to someone other than the owner, the fact that such owner shall not have been directly advised of amounts owed shall not relieve said owner of the responsibility to pay such amounts when due.
- (b) **Utility Billing and Collection:** Billing shall be in accordance with the rates set forth in the most recently adopted Town of Alpine Utility Rate Ordinance and shall be subject to the penalties below.
- (c) **Meter Reading:** The Town shall read all water meters one time per month.
 - i. If the Town is unable to obtain a water meter reading, the customer's bill shall be calculated based on the average water usage for that service. An adjustment shall be made once an actual meter reading is obtained.
- (d) **Billing Policy:**
 - i. **Billing Policy:** Except as provided otherwise, the owner of the property or premises shall reimburse the Town in arrears for any and all water and sewer

services on a monthly basis. The billing due date shall be considered to be the 25th day of the month regardless of the actual mailing date of the bill. Fees for water and sewer service or special services shall be set by Utility Rate Ordinance. Any payment not received by the 25th day of the month during which the bill was sent to the customer shall incur a late fee set by Utility Rate Ordinance. All late fees shall be considered part of the payment for such service for the purposes of VII(e)(iii) which allows termination of service when payment is past due for 60 days from the billing date.

- ii. Any payment not received by the 25th shall be deemed late and subject to a late fee as set by Utility Rate Ordinance. All late fees shall be considered part of the service charges for purposes of Section VII(e)(iii), which authorizes termination of service when an account remains unpaid for sixty (60) days past the due date.
- iii. Once a property is connected to Town water and/or sewer and a billing account has been established, monthly readiness-to-serve charges shall apply, regardless of usage.
- iv. Corrections in billing activities shall be made retroactively for not more than three (3) billing cycles in the billing period immediately following validation of the error, unless it is determined that the property owner and/or renter tampered with the meter or related appurtenances, in which case full back-billing may be imposed.
- v. **Delinquent Accounts:** When water or sewer service charges remain unpaid for sixty (60) days past the due date, the account shall be deemed delinquent. The Town may file a lien against the property or premises served in the amount of the delinquency. Any lien filed may be foreclosed in accordance with law. In any foreclosure or civil action brought to recover delinquent amounts, the Town shall be entitled to recover the outstanding balance together with all costs of collection, including reasonable attorney's fees.

(e) Discontinuance of Service:

- i. **Termination of service authorized:** The Town has the right to disconnect and refuse to connect or reconnect any water or other utility service (Any disconnection shall follow the procedure set out in ii) for any of the following reasons:
 - 1. Failure to meet applicable provisions of law;
 - 2. Violation of rules and regulations pertaining to utility services;

3. Nonpayment of water or sewer bills when payments for such services remain past due for 60 days from the due date;
 4. Willful or negligent waste of services due to improper or imperfect pipes, fixtures, appliances or appurtenances or due to any other reason;
 5. Tampering with or failing to have in place or maintain any water meter, seal, sending unit, backflow prevention device or other equipment controlling, regulating or measuring the supply of any utility service up to and including freezing;
 6. Theft, diversion or use of utility services without payment;
 7. Failure to allow access to any water meter or related sending unit upon reasonable request; or
 8. Vacancy of premises.
- ii. **Notice of termination required:** Where any of the reasons set out in X (e)(i) exist, water services provided by the Town may be terminated. Ten (10) days prior to such termination a pretermination notice shall be sent or delivered to the owner or other party designated for receipt of statements of account for that property or premises. Such pretermination notice shall indicate that services will not be restored until the account has been paid in full together with an additional fee set by the most currently adopted Utility Rate Ordinance to cover the cost of terminating and restoring the service. The Town shall not be held responsible for any damages, physical or otherwise, resulting in the termination of water and/ or sewer service.
- iii. **Winter Months:** From December 1 through April 1, the Town of Alpine shall not disconnect water service to a residence for delinquent payment of water or sewer fees. Commercial properties, however, may be disconnected for delinquency at any time during the year. The Town shall not be liable for any damage or loss resulting from disconnection.

(f) Voluntary Disconnection and Reconnection of Water Service:

- i. At the request of the property owner, the Town will shut off water service at the curb stop. A single shut-off/reconnect fee, as set forth in the current Utility Rate Ordinance, shall apply regardless of the length of disconnection. The property owner shall remain responsible for paying the base monthly water rate during the

disconnection period, as well as all base rates and per-gallon charges accrued prior to the shutoff date. In addition to the shut-off/reconnect fee, the property owner shall be responsible for any actual labor, equipment, and material costs incurred by the Town in restoring service. Voluntary disconnects are provided solely at the property owner's request (e.g., system repairs, inspections, or extended vacancy) and do not apply to disconnections for nonpayment.

- ii. **Liability Disclaimer:** The Town of Alpine shall not be liable for any loss, injury, or impact resulting from voluntary disconnection of water service.
- (g) **Transfer of Service:** When a property with existing water or sewer service is sold or otherwise transferred, the new property owner (transferee) shall complete a service transfer application, provide a copy of the recorded deed or other transfer instrument, and pay the applicable transfer fee as established in the most recently adopted Town of Alpine Utility Rate Ordinance. All outstanding charges must be paid in full prior to transfer of service. The Town of Alpine shall not prorate base rate fees.
- (h) **Returned Check Fee:** A service fee shall be charged for all returned checks and shall be established in the most recently adopted Town of Alpine Administrative Fees Resolution
- (i) **Renter Policy:** The Town of Alpine shall, at the written request of the property owner and consent of the renter, change the billing name and mailing address into a renter's name for billing purposes. The Town of Alpine shall assess a Renter Fee as established by the most recently adopted Town of Alpine Utility Rate Ordinance. However, the property owner remains liable for payment. The property owner shall be notified when an account becomes delinquent, in accordance with the billing policy, X (d).
- (j) **Liens for Unpaid Charges:**
 - i. All fees, charges, penalties, and costs established under this ordinance, including but not limited to water and sewer service charges, base rates, usage charges, late fees, disconnection or reconnection fees, transfer fees, and any costs of collection, shall constitute a debt due to the Town of Alpine. Any such unpaid amounts shall become a lien upon the property or premises served.
 - ii. The Town may file a lien statement against the property or premises in the amount of the delinquency. Any lien filed may be foreclosed or otherwise enforced as provided by law. In any foreclosure or civil action brought to recover unpaid amounts, the Town shall be entitled to recover the delinquent balance together with all costs of collection, including reasonable attorney's fees.

Section XI: Special Provisions

- (a) Authority to Adjust Fees:** The amount, type, and method of any fee adjustment shall be determined solely by the Town of Alpine. **(Who shall have the authority to adjust fees? Staff)**
- (b) Water rationing:** If, at any time for any reason, a scarcity of water occurs, the Mayor may impose such restrictions upon water consumption as it deems necessary to conserve the water supply of the Town. Such restrictions shall include but not be limited to water rationing or other conservation measures.
- (c) Usage Fees Paid by the Town of Alpine:** The Town of Alpine shall pay the same usage rate for water and sewer as other users within the municipal limits as identified under the most recently adopted Town of Alpine Utility Rate Ordinance including all public buildings and open space.
- (d) Unauthorized connections; uses; tampering:** No person, association, firm or business shall make any unauthorized connection or adjust, turn on/off, terminate or otherwise tamper with the Town's water and sewer system.
- i. Water utility:**
- 1. Unauthorized activities:** Unauthorized activities include, but are not limited to: adjusting, turning on/off, terminating, or otherwise tampering with any fire hydrant, valve, curb stop, device controlling the flow or delivery of water from the Town's waterlines, water meter, or sending unit without the Town's permission. Any person, firm, corporation, or other organization engaging in such activity is guilty of a misdemeanor and, upon conviction, shall be punished in accordance with VIII(l), shall be responsible for all related costs of repair, and may be subject to termination of service under VII(e)(iii). Nothing in this section shall limit the ability of a property owner to operate their own curb stop.
 - 2. Tampering with Meters and Plumbing:** No person, association, firm, or business shall tamper with any water meter or related sending unit installed by the Town, nor shall any person refuse access to a meter or related sending unit by authorized Town personnel. Meters and sending units shall remain accessible for service during reasonable hours.
 - 3. Prohibited Plumbing Alterations and Meter Bypass:** It shall also be a violation of this ordinance for any person to alter, modify, or install plumbing in a manner that allows water usage to bypass the meter or prevents accurate registration of consumption.
 - 4. Meter Tampering, Fees, and Penalties:** If the Town determines any meter or plumbing has been tampered with, or if access is denied, the

billing rate for any month for which no reading is obtained shall include a Meter Tampering Fee. A property owner may appeal such billing adjustment to the Town Council in writing within ten (10) days of notice; failure to do so shall bar the appeal. Repeated tampering, meter bypassing, or continued denial of access may result in termination of water service under VII(e)(iii). Any such conduct constitutes a misdemeanor, punishable in accordance with XI (j) , together with liability for all related costs of repair.

5. **Water Theft:** It is unlawful for any person, association, firm, or business to take or use water from the Town of Alpine without authorization. Theft of water includes, but is not limited to, unauthorized connections, bypassing meters, or any other act resulting in unmeasured water use. Such theft shall result in the imposition of a civil penalty of seven hundred fifty dollars (\$750.00) for each day the violation occurs, in addition to any applicable misdemeanor penalties, repair costs, or termination of service.

(e) Sewer utility.

- i. **Unauthorized Access to Sewer System:** Unauthorized activities include but are not limited to accessing, adjusting, or otherwise tampering with any manholes or cleanouts or other structures associated with the sewer collection system.
- ii. **Violation of Discharge Limits:** It shall be a violation of the Town of Alpine Master Sewer Ordinance for any person or property owner to discharge wastewater in excess of the limits established by the ordinance, the Town of Alpine Standards and Specifications, or any applicable state or federal regulations.
- iii. **Penalties and Enforcement:** Any person, association, firm or business found guilty of violating this section is guilty of a misdemeanor and, upon conviction, shall be punished in accordance with VIII(1), as well as being responsible for all related costs of repair and being subject to termination of service under VII(e)(iii).

(f) Frozen services, laterals, and appurtenances:

- i. **Responsibility for Frozen Service Laterals:** The property owner shall be responsible for performance of and payment for the work necessary to thaw all frozen water and sewer service laterals between the private connection and point of connection with the main. The Town shall be responsible for thawing all main lines.
- ii. **Repairs Within Town Rights-of-Way and Easements:** Any repairs within the Town right-of-way and easements shall comply in all respects with Town of

Alpine Standards and Specifications, Construction Standards, and Building and Fire Codes.

- iii. **Damage from Freezing:** Any water meter or related appurtenance that is damaged due to freezing shall be repaired or replaced at the expense of the Town of Alpine, unless it is determined that the damage resulted from tampering or other improper action by the property owner, in which case all costs shall be the responsibility of the property owner.

(g) Defective Service Laterals, Curb Stops, Water Valves, or Cleanouts:

- i. Upon notification or discovery of any damaged, leaking, or defective service lateral, curb stop, water valve, or cleanout, responsibility for repairs shall be as follows:
 - 1. **Property Owner Responsibility** – If the leak or defect is located on the property owner’s side of the curb stop valve (between the curb stop valve and the building served), the Town of Alpine shall notify the property owner. The property owner shall be required to repair the leak at their own expense. (How many days do we give them?)
 - 2. **Town Responsibility** – If the leak or defect is located between the curb stop valve and the main line, the Town of Alpine shall perform the repair at the Town’s expense.
- ii. All repairs within the Town right-of-way and easements shall comply with the Town of Alpine’s Standards and Specifications, Construction Standards, and Building and Fire Codes.

(h) Testing of water meters: The Town of Alpine shall test a water meter upon request of a customer. If the meter is determined to be accurate, the customer shall be charged a testing fee at the rate established in the Utility Rate Ordinance. If the meter is determined to be faulty and recording incorrect readings, the testing fee shall be waived, the faulty meter shall be replaced by the Town at no cost to the customer, and the customer’s bill for the prior usage period shall be adjusted to reflect the minimum base rate only.

(i) Cost of Town-Supplied Parts and Materials: If a property owner, contractor, or other party requires parts, fittings, or supplies from the Town of Alpine in connection with a water or sewer connection and/or repair, the Town may furnish such items directly. The purchaser shall be charged the Town’s acquisition cost of the part or supply plus thirty

percent (30%) to cover administrative, handling, and overhead expenses. Payment in full shall be required prior to release of the items.

(j) Violations and penalties:

- i. Any person, firm, corporation, or other entity who violates any provision of this ordinance, or who fails to comply with any lawful order or requirement of the Town of Alpine made pursuant to this ordinance, shall be guilty of a misdemeanor. Upon conviction, such person shall be subject to a fine not to exceed seven hundred fifty dollars (\$750.00) for each day that the violation continues, together with court costs and reasonable attorney's fees.
- ii. In addition to or in lieu of criminal prosecution, the Town of Alpine may enforce the provisions of this ordinance through civil action, including but not limited to the filing of liens against the property served, the recovery of damages, or the termination of utility services. Each day a violation continues shall constitute a separate and distinct offense.

Section XII: Severability:

- (a)** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.
-

Passed First Reading on the 2nd day of September 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

Passed Second Reading on the 16th day of September 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

Passed on Third and Final Reading 7th day of October 2025.

VOTE: ___ YES, ___ NO, ___ ABSTAIN, ___ ABSENT

TOWN OF ALPINE

Eric Green, Mayor of Alpine

ATTEST:

Monica L. Chenault, Clerk / Treasurer

ATTESTATION OF THE TOWN CLERK

STATE OF WYOMING)
COUNTY OF LINCOLN)
TOWN OF ALPINE)

I hereby certify that the forgoing Ordinance No. 2025-012 shall be duly posted for ten (10) days in the Town Office.

I further certify that the foregoing Ordinance will be posted on the Town website in final form, upon its passing and approved by the Town Council as soon as is practicable.

I further certify that the forgoing Ordinance will be duly recorded in the BOOK OF ORDINANCES, TOWN OF ALPINE, LINCOLN COUNTY, WYOMING.

ATTEST:

Monica L. Chenault, Clerk / Treasurer