

**OWL CREEK WATER DISTRICT**  
**Rules and Regulations**  
**Revised Pursuant to Public Meeting held**  
**October 22, 2015**

Pursuant to the authority vested by Wyoming Statutes 41-10-101 et. seq. and 22-29-101 et. seq., the Owl Creek Water District (the "District"), by and through its Board of Directors (the "Board") hereby adopts the following Rules and Regulations to aid in the orderly and lawful management of the District. These Rules and Regulations may be altered, amended, or repealed and new Rules and Regulations may be adopted at any time, or from time to time, by the Board at any regular or special meeting of the Board.

**ARTICLE I – DECLARATIONS**

**OWNERSHIP AND CONTROL:** The water system of the Owl Creek Water District shall be owned by the District and maintained, controlled and managed exclusively by the Board of Directors of the District.

**PURPOSE AND GOAL:** The purpose of the water system shall be to supply the District with treated potable water for use by the inhabitants thereof. The goal of the District is to provide potable water to rural areas having no other reliable source of quality drinking water, paid for by water user fees without the District using the District's statutory authority to levy tax on lands included in the District.

**ARTICLE II - DEFINITIONS**

**DEFINITIONS:** The following definitions shall apply to the terms used throughout these Rules and Regulations.

1. **Applicant** – Any individual, business, firm, partnership, corporation, limited liability company or other agency or entity or combination thereof that owns land located within the District, and has applied for water service.
2. **Board** – Owl Creek Water District Board of Directors.
3. **Commercial Service** - Shall mean and include all services other than residential services, such as, but not limited to multi-family dwellings, motels, overnight campgrounds, and other commercial and industrial purposes.
4. **Cross Connection** – The connection of existing water lines from an existing water source (e.g. well) with the District's water line or private service line served by the District.
5. **Director** – Duly qualified and elected member of the Board of Directors of the Owl Creek Water District.
6. **District** - Owl Creek Water District.
7. **Flushing Hydrant** – Any hydrant located on the District's water system used for flushing and testing pipe lines only. These hydrants do not provide fire flow, but may be used to load fire trucks. Pumping or any form of suction cannot be applied to any District hydrant.

8. **Fraudulent Use** – Any violation of any rule, regulation, agreement or contract of or with the District.
9. **Gender** – Words indicating the masculine gender include the feminine and the neuter.
10. **Inspector** – Person authorized by the District to inspect on-site underground plumbing and in-house plumbing such as a thermal expansion device and/or backflow preventer apparatus.
11. **Lien** – See paragraph 6 of Water Tap Contract.
12. **Manager** – The District Manager, if any.
13. **Owner** – The owner of the real property being served who is ultimately responsible for the payment of all water service rates, tolls, or charges under all circumstances.
14. **Residential Service** - Shall mean the individual residences and each dwelling unit in multiple unit residences and each individual apartment in an apartment house, whether or not served by individual meters. Individual trailers or mobile homes in a trailer court or mobile home park will be charged the rate for residential service.
15. **System Cost** – Includes, but is not limited to, the District's costs for debt service, administration, operations, maintenance, maintenance escrow fund, and equipment replacement.
16. **Tap** – The actual fittings, pipe, meter, and meter pit to make a water service possible from the District's water system for domestic treated water to the parcel of land described in the Water Tap Contract executed by the Owner.
17. **Tap Fee** – The fee charged by the District for Residential or Commercial water service according to the rate schedule in effect at the time (adopted by the Board).
18. **User** – Any individual, business, firm, facility, partnership, corporation or other agency or entity or combination thereof who receives water service from the District.
19. **Water Service** – Water delivered to the User through a District meter.
20. **Water Tap Contract** – A written contract between the District and the property owner specifying the terms of delivery of water and an acknowledgment and acceptance by Owner of the District Rules and Regulations.
21. **Water User Agreement** - A written agreement between the District and the individual(s) entity utilizing the water service on the specified property, whether an owner, renter or otherwise. Said agreement shall bind the parties for purposes of use and payment of fees for service pursuant to the District Rules and Regulations.

### ARTICLE III – WATER SERVICE

#### LIMITS OF SERVICE CONNECTIONS

All applications for new water service shall be limited by the District's water system capacity as determined by the Board in its sole discretion.

Each residential or commercial service shall have a separate water service tap except for multi-family dwellings. Each residential service shall serve one permanent single family dwelling and may extend to a barn, garage, out-buildings and irrigation for not more than one acre.

District water service will only be provided to real property within the District which is bound by a Water Tap Contract executed by the owner of record of the real property. District water service shall not be transferred, conveyed, or piped from one parcel of real property to any other parcel of real property. Each parcel of real property desiring District water service shall require a separate Water Tap Contract and a separate water service with meter.

District water shall not be shared, sold, or sub-metered. District water shall not be used for commercial irrigation purposes or commercial livestock operations. Any application for District water service to subdivision lots must provide a copy of a subdivision plat approved by Hot Springs County.

### **INITIATION OF SERVICE TO REAL PROPERTY**

Prior to construction of any water piping, the following procedures shall be followed by the District and User for initiating water service to real property:

1. A Water Tap Contract must be obtained from the District, signed by the User(s) (typically the owners of record with the Hot Springs County Assessor Office) and have the signatures notarized. A copy of the deed for the property being served shall become a part of the Water Tap Contract, identified as Exhibit A.
2. The current applicable water tap fee and any special or delinquent fees assessed to the real property identified as Exhibit A in the Water Tap Agreement must be paid in full.
3. Any special District requirements must be met.

After compliance with the items 1 through 3 above, installation/construction of the water tap connection to the District's main pipeline, installation of the water meter pit and appurtenant plumbing and fittings will proceed by the District, according to the District's specifications. The scheduling of the water tap and water meter installation noted above will be done by the District in consultation with User. Please note that the District may not be able to meet the precise schedule desired by User, but District will exercise its best efforts to accommodate User's needs. The work identified above will be inspected by a District employee and when the work is satisfactorily completed and tested, the excavation will be properly backfilled and District's employee will provide written notice to District and User that the main line tap, water meter and appurtenances are satisfactorily installed.

Once the completion notice is delivered, the User may connect to the water service pipe on the discharge side of the water meter and complete water service piping to User's residence/building. It should be noted that sufficient pipe (6 to 8 feet) will be left on the discharge side of the meter pit for easy connection by User. The User is referred to the section entitled **NEW TAPS** which identify additional costs which may be applicable to

User in certain situations.

## **AVAILABILITY OF WATER AND CONTINUITY OF SERVICE**

The District reserves the right to temporarily shut off the water from its mains for the purpose of making repairs or extensions or for any other operational purpose, without incurring liability for any damage that might result therefrom.

## **METERS**

1. Installation – All installation shall be to the current specifications as adopted by the District.
2. Water Meters and Service Pipe Connections – All water flowing through District lines to properties shall flow through a water meter, except for fire hydrants. All Users shall keep their service pipes, connections, and other apparatus in good repair and protected from frost and water damage at their own expense. The owner or User shall give the Board, or its authorized agents, permission to enter owner's or User's premises at all reasonable times for the purpose of installing, inspecting, repairing, or removing any or all of the apparatus used in connection with the supply and metering of water.
3. Maintenance – The District will maintain the metering devices installed for the User. Defective meters will be removed and repaired or replaced by the District at no cost to User. Water meters shall remain property of the District.
4. The District reserves the right to install such meters or other devices as may be necessary for the detection and prevention of fraud or waste without notice to any customer. All meters will be sealed by the District, and if any meter is found to have a broken seal, a charge of 150% of the periodic usage shown by the meter will be charged and the meter resealed. Service will be discontinued upon the second such occurrence.

## **WORK ORDER/INSPECTION REQUIREMENT**

No person shall make any connection to, or in any manner perform any work upon any of the mains, connections, or appliances pertaining to the waterworks of the District without a specific Work Order issued by the District and inspected by District's representative.

## **INTERNATIONAL PLUMBING CODE**

All plumbing and equipment of the owner shall be connected, at the owner's expense, to the service piping in such a manner as meets the approval of the District, and all such plumbing shall comply with the current edition of the International Plumbing Code and shall also comply with applicable provisions of the Wyoming Department of Environmental Quality.

## **ARTICLE IV - FEES, DEPOSITS AND USE CHARGES**

### **TAP FEE**

The tap fee adopted by the Board at the time of application shall be the tap fee required to be paid by the Owner. Tap fees are subject to change by the Board.

### **MINIMUM MONTHLY SERVICE CHARGE**

All Owners of taps purchased after November 1, 2015, and all existing or new Users shall be subject to and shall be required to pay a minimum monthly service charge, regardless of whether the tap is active or inactive or the service is connected or disconnected. The minimum monthly service charge is subject to change. The charge shall be set by the Board and will include the debt service charge, maintenance and equipment escrow amount, plus operation, administration, maintenance costs and other costs associated with meeting the **DISTRICT's** purposes.

### **DEPOSITS**

Deposits by new Users, or Users who have violated the Rules and Regulations may be required at the discretion of the District.

### **RELEASE AND RECORDING FEES**

Release and recording fees shall be paid to the District by any purchaser of Real Property bound by a Water Tap Contract.

### **NEW TAPS**

Applicants for new taps will be required to pay for all of the following as applicable:

1. The tap fee which includes the cost of the actual tap on the District's main line and piping to the curb stop and meter pit (provided the property is adjacent to the District's main pipeline), the curb stop, meter pit, pressure regulator, and trace wire marker.
2. Cost of any service line constructed beyond property adjacent to District's main pipeline to place a meter pit.
3. Cost of road crossing, if required, whether cut or bored.
4. Costs associated with easements and/or permits, if required, by the District for the new service.
5. Engineering costs, if any, associated with the installation of the new service and appurtenances.
6. Minimum monthly service charge pursuant to their Water Tap Contract and/or Water User Agreement.

Cost estimates will be prepared by the District for the necessary work to be done. The estimate must be signed by the applicant. Seventy-five percent (75%) of the estimate must be paid prior to the commencement of any work or review of permit submittals. All

actual costs must be paid before water service will be turned on.

## **MAIN LINE EXTENSIONS**

Extensions to the District's main pipe lines may be allowed as follows:

1. User will pay all fees in accordance with the District's rates in effect at the time.
2. User will pay actual cost of new main line extension, including engineering costs.
3. User will pay actual costs associated with obtaining easements and/or permits required by the District.
4. The District will determine the size of pipe for the extension.
5. If the District undertakes the work, seventy-five percent (75%) of the estimate must be paid prior to the commencement of any work. All actual costs must be paid before water service will be turned on.
6. The User that paid for construction of any extended main line may receive refunds from the District if additional Users connect to that extension. The User is eligible for refunds during the first three years following completion of the main line construction. Each of the next three Users must pay the District twenty-five percent (25%) of the actual cost of the entire main line extension. The District will refund any such payments received to the original User.
7. The District will accept ownership of the main line extension only after the District's Engineer has submitted a written report to the Board that the work is complete and has met all specification and testing requirements.

## **ARTICLE V – ACCOUNTING, BILLING AND ENFORCEMENT**

### **ACCOUNTING**

Water meters will be read at the time service is first established and thereafter at regular periodic intervals as determined by the Board. The District will, upon written request, test any User's meter. Should the meter be found to be more than two percent (2%) fast, the District will credit the User the overcharge based on the corrected meter reading for the period in which the meter was in use, not exceeding three months (and no charge will be made to the User for the cost of testing). Should the meter be found to be operating within plus or minus two percent (2%) of true readings, then no adjustment to the User's bill will be made and all costs incurred in testing will be billed to User.

### **BILLING**

The District shall bill monthly all tap owners and each water service (meter pit) will be billed separately. The bill will show the minimum service charge, which includes the debt service, maintenance and equipment escrow amount, and operation, administration and maintenance, plus the water use charge, if any.

If any User neglects, refuses, or fails to pay the bill within thirty (30) days of billing, the User will be subject to a service charge of eighteen percent (18%) per annum interest charge (compounded monthly) and a shut-off notice may be sent to the User, with a copy of the notice sent to the Property owner, if not the same person. The service charge will

have a \$1.00 minimum monthly charge.

If any delinquent water charges are not paid in full within ten (10) days of sending the shut-off notice, the Board may take the following actions:

1. Discontinue service.
2. In the event the District elects to sue in civil court of competent jurisdiction for the recovery of any delinquent water service charges, court costs, sheriff's fees, a reasonable attorney's fee, and interest at the rate of eighteen percent (18%) per annum (compounded monthly) on the delinquent charges shall be assessed against the property served.
3. In the event water has been shut off for a violation of these Rules and Regulations, water service shall be restored only upon correction of the violation, full payment of past due bills, and reconnect fee deposit.

Inactive tap fees will continue to incur the minimum service charge, even though the service is shut off.

### **DISCONTINUANCE OF SERVICE**

Every User who is about to vacate any individual family or commercial unit supplied with service from the District or who, for any reason, wishes to have such service discontinued, shall give three (3) days notice in advance of a specified date of discontinuance of service. Until the Board has such notice, the User shall be held responsible for all service rendered to the property up to the time of shut off.

Service may be discontinued for violation of the Rules and Regulations after five (5) days written notice that the violations of rules must cease, provided, however, that where fraudulent use of service is detected, or where a dangerous condition is found to exist on the User's premises, service may be discontinued without notice.

Whenever water service is discontinued for nonpayment of bills, or for violation of the Rules and Regulations, a charge will be made equal to the District's cost of reconnection, but not less than \$50.00. This charge must be paid before service is restored.

Whenever service to an individual residential or commercial unit is discontinued because of fraudulent use, the first time the District will require a reconnection charge of \$500.00 which must be paid before service is restored. The second time the service is discontinued because of fraudulent use there shall be a \$1000.00 charge, which shall be paid before service is restored. The third time the service is discontinued because of fraudulent use there shall be no reconnection to the premises without specific approval from the Board.

When water service is temporarily shut off and later turned on at the request of the User, the actual cost of such disconnection and reconnection shall be paid by the User. Said reconnection fee shall be subject to change by the Board. In any event the charge will not be less than \$25.00 to turn off the service and will not be less than \$25.00 to turn the

service back on. Users temporarily shutting off their service will still be required to pay the minimum service charge set forth in the District's Fee Schedule.

All users with available water service shall be subject to a minimum monthly rate set forth in the District's current fee schedule.

Any service fraudulently connected to the District's system or to another User service without an approved application from the Board will be immediately disconnected. The cost of such disconnection shall be paid by the User or property owner. Reconnections will be subject to fees set forth above on Page 7, under *Discontinuance of Service*.

Fraudulent use may also be subject to criminal penalty pursuant to Wyoming law.

### **REFUSAL OF SERVICE**

The District may decline to serve any User until User has complied with State Regulations governing water service and with the Rules and Regulations of the District.

The District may decline to serve or to increase the size of the service connection to any customer if, in the opinion of the Board, it does not have adequate facilities to render the service applied for, or if the desired service is of a character likely to unfavorably affect service to other customers.

Board may refuse to serve a customer if, in its opinion, customer's plumbing or equipment is of such a character that satisfactory service cannot be provided.

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

At any time the District deems the system not capable of providing adequate service to any new customer, or if the District deems that service to a new customer will result in a reduction in quality of service to existing customers, then the District, in its sole discretion, may refuse to provide service to any new customer.

### **ARTICLE VI – POWERS OF THE DISTRICT FOR ABANDONMENT OF EXISTING WATER LINES**

The District has the power to abandon District water lines so long as adequate provision is made for service to the property owners and Users affected by the abandonment and as long as there is substantial factual information to justify the abandonment.

The procedure is as follows:

1. A District water line may be abandoned only after a hearing and formal action by the Board.
2. All Users affected by the proposed abandonment must be given notice that the Board will consider abandonment of the line, specifying the date and place of the



Board meeting where such consideration will take place. This notice must be sent to each of the Users by registered or certified mail.

3. The notice must specify that the cost of the change of service will be paid for by the District, but that the property owners will have to specify the place upon his property line where the service should run, and if he so desires, the District can include service from the property line to his house in the contract for reconstruction, provided that the property owner agrees to pay for the line from the property line to the house or other building.
4. The notice must specify the time when the service on the old line will be terminated, giving the property owner adequate time to make provisions for construction of his new connection.
5. The notice must include the factual justification for abandoning the old line.

## **ARTICLE VII – CONTESTED CASES**

In any contested case before the Board, the procedures set forth below shall apply:

1. Notice to be given.
2. In all contested cases, any party in interest shall be afforded an opportunity for a hearing after reasonable notice of said hearing is sent by mail, or the Board may give reasonable notice by publication once a week for two (2) consecutive weeks immediately preceding the hearing.
3. Said notice will be published in a newspaper of general circulation in Hot Springs County, Wyoming.

Contents of Notice:

1. The date, time and place of hearing.
2. The particular rules and regulations or statutes involved.
3. A short and plain statement of the issues in the contested case and the position of the Board.

All parties or their representatives shall be given the opportunity to be heard and to respond to the issues in the contested case and the position of the Board. All parties to the contested case shall be entitled to a copy of the minutes of the hearing.

The Board shall render a decision on the contested case and the decision shall be given at a regular or special meeting of the Board, with reasonable notice to all parties to the contested case, and the decision shall be made part of the minutes of the regular meeting or special meeting of the Board.

## **INDEMNIFICATION**

Members of the Board of Directors, officers of the District, and regular or contract employees of the District shall be indemnified by the District from liability for consequences or damage to any other person or property resulting from any act or failure to act on their part or other liability whatsoever for actions they do in good faith on behalf of the District.