

OWL CREEK WATER DISTRICT
PO BOX 662
Thermopolis, WYOMING 82443-0662

WATER TAP CONTRACT

**Revised by Motion of the Board of Directors
June 16, 2022**

OWNER'S NAME _____

OWNER'S MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

SERVICE ADDRESS _____

THIS WATER TAP CONTRACT, hereafter "Contract" is made and entered into between the OWL CREEK WATER DISTRICT, hereafter the "DISTRICT", and the undersigned Owner, hereafter the "OWNER".

WHEREAS, the OWNER desires to purchase water from the DISTRICT and to enter into a Water Tap Contract as required by the Rules and Regulations governing the operation of the DISTRICT'S rural water system;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the sufficiency of which are hereby mutually acknowledged, it is hereby understood and agreed by the parties hereto as follows:

1. DEFINITIONS.

Active Tap. An active tap is a water tap that is to be installed and made operational as soon as reasonable upon execution of this Contract.

Cross Connection. Any actual or potential connection between a potable water supply and any other source or system through which it is possible to introduce contaminants into the system as defined in the Wyoming DEQ Water Quality Rules and Regulations, Section 4. Definitions, or as such may be amended.

Inactive Tap. An inactive tap is the reservation of tap location for tap installation at a future date, but the reservation remains subject to water availability at the time of installation and physical location remains in the DISTRICT'S discretion.

Water Tap Fees. Water tap fees solely represent the fee for the OWNER'S right to have an active or inactive tap on the District's line and not any other District services.

2. SERVICE - OWNER hereby contracts for the following water tap from the District for a single payment tap fee as follows:

Residential domestic	
Three-Quarter (3/4) Inch Meter	At Cost
Must be paid in full prior to work beginning	
Commercial	
One (1) Inch Meter	\$7,500.00

If a prospective OWNER is not in the District, the actual costs and expenses of petitioning for inclusion or OWNER'S proportional share will be billed to OWNER as incurred and by execution, OWNER does hereby agree to pay such costs and expenses.

The District reserves the right to amend and alter the Water Tap Contract and tap fees in the future pursuant to the Rules and Regulations of the District.

If the real property that is receiving a water tap with this Contract has not previously been credited any or all of the \$120.00 annual Administration Fee which the District levied in 2010, 2011, and 2012 (\$360.00 total administration fee) then the entire unpaid balance is due and payable before initiating water service.

Water tap fee \$ _____ Paid _____ 20 _____ Check No. _____
Administration fee \$360 Paid _____ 20 _____ Check No. _____

3. LEGAL DESCRIPTION - This Contract shall apply to and constitute an encumbrance upon those lands owned by OWNER located in Hot Springs County, Wyoming, that are within the DISTRICT and the DISTRICT shall furnish, subject to the limitations set out in its Rules and Regulations now in force or as hereinafter amended, water service to OWNER'S land specifically described in EXHIBIT A attached hereto.

4. PETITION FOR INCLUSION AND LIABILITY FOR TAXES - If at the time of signing this Contract the OWNER'S property is not included within the DISTRICT, or the OWNER previously opted out of the DISTRICT, the OWNER shall sign a Petition for Inclusion of the property into the DISTRICT and pay the actual costs concerning the Petition and publication of notice. OWNER understands and agrees that formal action on his Petition for Inclusion may not occur until a later date. OWNER further understands and agrees that the DISTRICT has the power and authority to levy and collect general (ad valorem) taxes on his property described herein to pay DISTRICT indebtedness. Should the DISTRICT ever be forced to levy and collect such taxes OWNER agrees that his property described herein would be forced to bear the same tax burden as other lands within the DISTRICT.

5. WATER SERVICE AND RULES AND REGULATIONS OF DISTRICT - OWNER hereby agrees to pay the single water tap fee as required by the DISTRICT to connect to the water system. Owner hereby agrees to pay a minimum monthly water service charge that will commence upon **installation of a water tap in the ground and will continue upon the tap being transferred to a new Owner.** OWNER understands and agrees he will be billed and required to pay a minimum monthly service charge pursuant to the rates set by the DISTRICT. The minimum monthly service charge will be billed regardless of whether the tap is active or inactive and is not contingent on service being connected. OWNER agrees to pay the minimum monthly service charge and any additional water service charges at such rates, time and place as required by the Rules and Regulations of the DISTRICT, to comply and be bound by the Rules and Regulations governing the operation of the DISTRICT'S water system, now in force or as hereinafter amended, and further agrees to the imposition of such penalties for noncompliance as are set out in the Rules and Regulations of the DISTRICT, or which may hereafter be adopted and imposed by the DISTRICT. OWNER hereby acknowledges he has received a copy of the current Rules and Regulations and rate schedule of the DISTRICT now in force and effect, the same being incorporated herein by this reference as if more fully set forth herein. OWNER agrees that the execution of this Contract shall serve as acknowledgment and acceptance of the DISTRICT'S Rules and Regulations and any Amendments thereto. Owner understands the rates established by the District are subject to change and agrees to be bound and pay the rates as may be modified by the Board.

6. NEW TAPS - Applicants for new taps will be required to pay for all of the following as applicable:

1. The cost of the Operator supervising, overseeing, inspecting and

approving the tap installation.

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. Plumbing and excavation work by outside contractors to be paid directly to the contractor.

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 Service Agreement.

7. An Administration fee for installation of a new Tap.

Cost estimates will be prepared by the District for the necessary work to be done. The estimate will include the cost of materials and the Administrative Fee. The Operator's time for tap installation will be billed upon completion of the installation. The estimate must be signed by the applicant. All actual costs must be paid before water service will be turned on.

7. PERPETUAL LIEN AND DISCONTINUANCE OF SERVICE - Pursuant to Wyoming Statute 41-10-113(xxi) and this Contract, **until paid, all rates, tolls, charges, legal fees, court and filing fees, or interest shall constitute a perpetual lien on and against the property served, and such lien may be foreclosed in the same manner as provided by the laws of the State of Wyoming for the foreclosure of mechanic's liens. The DISTRICT may shut off or discontinue service for delinquencies in the payment of such rates, tolls or charges,** or in the payment of taxes or assessments levied pursuant to W.S. §41-10-101 et.seq., and prescribe and enforce rules and regulations for the connection with and the disconnection from properties of the facilities of the DISTRICT. OWNER further agrees that this contract binds the OWNER(s)/legal title holder(s), their heirs, successors and assigns to repay the contract holder's share of the debt for construction of the distribution system of the DISTRICT while receiving DISTRICT services and that this Contract constitutes a lien that shall run with the described real property until released by the DISTRICT.

8. EQUIPMENT INSTALLED BY DISTRICT - The DISTRICT will install a water meter, water meter pit, shut-off valve (or curb stop), and stub line for each water tap. The water meter pit for each OWNER shall be located within the DISTRICT'S right-of-way and easement at such location as determined by the DISTRICT in consultation with OWNER. A separate meter will be installed for each dwelling, house, building, or mobile home contracted for unless otherwise authorized by the DISTRICT. The DISTRICT shall have the exclusive right to use of such water meter, water meter pit, shut-off valve (or curb stop), and stub line. The water meters, water meter pit, shut-off valves (or curb stop) and stub line shall remain the property of the DISTRICT. OWNER is responsible for installation and maintenance of line from the water delivery end of plumbing within the water meter pit or at the curb stop but connection shall be made only under DISTRICT'S supervision and pursuant to DISTRICT'S standards. In the event that OWNER connects to line within the water meter pit without DISTRICT supervision or in a manner unacceptable to DISTRICT, DISTRICT reserves the right to deny water delivery until hook-up installation is made to DISTRICT standards.

9. RIGHT TO ENTER PREMISES - OWNER hereby gives the DISTRICT or its authorized agent's permission to enter OWNER'S premises at all reasonable times for the purpose of installing, inspecting, repairing, maintaining, **Or** removing any or all of the apparatus

used in the connection with the supply and metering of water. OWNER acknowledges, agrees and consents that the DISTRICT may deem it necessary to locate a second OWNER'S hook-up within the DISTRICT'S right-of-way and easement upon the first OWNER'S property.

10. DISTRICT AUTHORITY - OWNER hereby acknowledges that the DISTRICT shall have final authority in any question of location of any service line connection to its distribution system, shall determine the allocation of water to OWNER in the event of water shortage, and may shut off water to an OWNER who allows a connection or extension to be made to his service line for the purpose of supplying water to any other non-owner. In the event the total water supply shall be insufficient to meet all of the needs of the OWNER, or in the event there is a shortage of water, the DISTRICT may prorate the water among the users on the basis as is deemed equitable by the DISTRICT Board of Directors and may also prescribe a schedule of hours covering the use for garden purposes by users and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all the users, the DISTRICT must first satisfy all of the needs of all users for domestic purposes before supplying any water for other purposes.

11. CROSS-CONNECTIONS - OWNER hereby agrees that OWNER shall make no cross-connection to DISTRICT'S water system and agrees to indemnify DISTRICT for any and all damages that may accrue to DISTRICT in the event OWNER violates this provision with or without knowledge.

12. SERVICE CONNECTION - OWNER hereby agrees he shall connect the service lines to the DISTRICT'S distribution system ONLY under the DISTRICT'S supervision. Owner agrees to pay the minimum monthly service charge even if the service is not connected.

13. WATER TAP AS APPURTENANCY - OWNER agrees that the water tap shall be considered an appurtenance to the served premises to which water is delivered and that in the event of a conveyance of said premises by instrument or operation of law, the water tap shall be considered as having been conveyed with the premises. In the event of conveyance, the OWNER shall remain personally responsible for all amounts due pursuant to this Contract until released in writing by the DISTRICT and until execution by new OWNER of acceptance of this contractual obligation. Further, in the event of any conveyance by an OWNER, the DISTRICT reserves the right to discontinue water delivery unless the new OWNER shall timely execute and bind themselves with such contracts and agreements as shall be deemed necessary or proper by the DISTRICT including the execution or acceptance of the terms of this Water Tap Contract.

14. OPERATIONS AND MAINTENANCE AND DEBT RETIREMENT CHARGES - On and from the date a water tap contract is executed, regardless of whether OWNER(S)/legal title holder(s) is/are using said service, OWNER(s)/legal title holder(s), their heirs, successors and assigns, hereby agree to repay OWNER(s)/legal title holder(s) share of the debt retirement for construction of the DISTRICT'S distribution system and all other charges including, operation and maintenance charges, on the DISTRICT'S distribution system pursuant to the Rules and Regulations. Said payments shall be made on a monthly basis and as billed. Rates, charges and fees are subject to change.

15. DEFAULT, BANKRUPTCY AND ATTORNEY'S FEES AND COSTS - If the undersigned fails to pay any sums due under this Contract as set forth herein or files for bankruptcy or is adjudicated bankrupt or makes an assignment for the benefit of creditors, the DISTRICT shall have the right at any time thereafter to declare the entire unpaid debt and all accrued interest, immediately due and payable. If the indebtedness represented hereby, or any part thereof, be collected at law, or in equity, bankruptcy, receivership, or other court proceedings, or if this Contract is placed in the hands of an attorney for collection, the undersigned, jointly and severally, promise to pay, in addition to the full principal debt and all accrued interest due and payable pursuant to this Contract, all costs and expenses of collection, including reasonable attorney's fees, court and filing fees, advertisements, etc.

16. SPECIAL PROVISIONS - Attached hereto as Exhibit "A" and incorporated by this

reference is a description of OWNER'S land specifically served. Exhibit A may include a statement or list of special provisions agreed to by the parties that meets the special circumstances, if any, of the DISTRICT and the OWNER(S).

17. DISTRICT reserves the right to make and adapt such policies, and make such rules and regulations as necessary to allow future additions to the as built water system in order to add future subdivisions or make available large taps to developers and accommodate development alterations. Such future policies and regulations may differ from the terms of this Contract.

18. By signing below, I acknowledge I have received a copy of the current Rules and Regulations of the District and understand that they are subject to change from time to time as the District deems necessary.

IN WITNESS WHEREOF, I/we have executed this Contract this ___ day of _____
20____.

OWNER, jointly and severally

OWNER, jointly and severally

STATE OF WYOMING)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me by _____
this _____ day of _____, 20____.

Notary Public

Owl Creek Water District

Chairman, Secretary or Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me by _____
this _____ day of _____, 20____.

Notary Public