

Rules and Regulations**SHERIDAN AREA WATER SUPPLY JOINT POWERS BOARD****County of Sheridan, Wyoming**


I certify that the attached is a true and correct copy of the rules of the Sheridan Area Water Supply Joint Powers Board relating to the provision of domestic water to Sheridan County residents and adopted in accordance with W.S. § 16-1-108 (LexisNexis 2009) and the Wyoming Administrative Procedures Act.

- This is an amendment amending the Rules and Regulations and specifically amending the following chapters and sections: Rules 1 through 26 inclusive, as shown below.

Prior to adoption this rule was made available for public inspection for forty-five (45) days or more beginning on December 7, 2009 and notices of intended adoption were mailed to all persons requesting notice of proposed rules. The attached rule amendments and revisions were adopted by the Board at its regular monthly Board meeting on February 9, 2010 in Sheridan, Wyoming.

The attached rules are effective immediately upon filing with the County Clerk as the Registrar of Rules.

Signed this 10th day of February, 2010.



Administrator
Sheridan Area Water Supply Joint Power Board

SHERIDAN AREA WATER SUPPLY JOINT POWERS BOARD

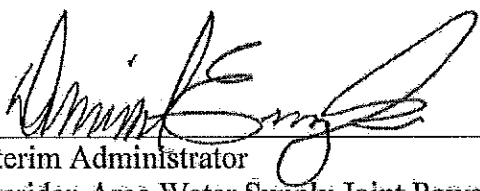
WATER SYSTEM

AMENDED RULES AND REGULATIONS

Adopted pursuant to the Wyoming Administrative Procedures Act and to the authority of the Sheridan Area Water Supply Joint Powers Board established by agreement of the City of Sheridan, Wyoming and the County of Sheridan, Wyoming, by Agreement dated April 5, 1988, and as amended on September 6, 1988 and October 18, 1988.

I certify that the attached is a true and correct copy of the Rules and Regulations as adopted by the Sheridan Area Water Supply Joint Powers Board on February 9, 2010, amending and superseding previous Rules and Regulations. These Rules and Regulations supersede those Rules and Regulations, which were adopted on June 21, 1989 and amended on September 11, 1990, March 10, 1992, November 10, 1992, August 4, 2004, October 16, 2007 and July 16, 2009.

Signed this th10 day of February, 2010.



Interim Administrator
Sheridan Area Water Supply Joint Powers Board

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Ownership and Control	4
2	Purpose.....	4
3	Definitions.....	4
4	Extension of Water System.....	4
5	Customer Rates	5
6	Contract for Service Required	6
7	Application for Tap Connection(s)	6
8	Permission Required for Connection.....	7
9	Rate Schedule Constitutes Part of Contract...	7
10	Service to Non-property Owners - Transfers.	7
11	Tap Connection PIF	7
12	Delinquent Accounts.....	9
13	Discontinuance of Service	9
14	Permit to Alter System.....	10
15	Service to Property	10
16	Sanitary Regulations	10
17	Tampering, Etc. with Property of Board.....	11
18	Customers to Maintain Service Pipes, Etc.	11
19	Hydrants	12
20	Water Use Limitations	12
21	Special Conditions for Pre-6/21/89 Taps.....	13
22	Request to Return Tap	14
23	Amendments	14
24	Exemptions to Rules and Regulations	14
25	Hearings	14
26	Severability	15

1. **Ownership and Control**

The rural system of water works that is funded by the Sheridan Area Water Supply Joint Powers Board shall be so owned by the said Joint Powers Board. The system shall be maintained, controlled and managed exclusively by the Joint Powers Board, with the exception of that portion within the corporate limits of the City of Sheridan and that portion outside the corporate limits that is owned exclusively by the City of Sheridan as specifically set forth in the Sheridan Area Water Supply Joint Powers Board Ownership Agreement, as amended. It is the express intent of the Board that the Administrator is responsible for and direct the day-to-day operational and administrative aspects of the SAWSJPB system and that the Board serves a supervisory and policy-making role.

2. **Purpose**

The objective and purpose of the water works system shall be to supply rural water Customers and the City of Sheridan with potable water.

3. **Definitions**

For the purpose of these regulations, certain words and terms used herein are defined as follows:

a. "Applicant" means one who makes any formal application to obtain and/or use any water service(s) from SAWSJPB at any time.

b. "Board" or "SAWSJPB" means the Sheridan Area Water Supply Joint Powers Board.

c. "Administrator" means the water system Administrator who has been duly appointed by the Board.

d. "Customer" or "User" means any person or entity that possesses the contractual and/or legal right to obtain one or more Taps or any other water service from SAWSJPB at any time.

e. "Tap" or "Tap Connection" means the contractual or legal right held by any Customer or User to demand and receive one (1) physical service line connection to the SAWSJPB water supply system capable of providing water service from SAWSJPB. A Tap or Tap Connection is not a water main extension.

4. **Extension of Water System**

a. Each Customer or User who owns or holds any Tap shall pay and shall remain solely responsible for the entire cost of extending water mains and services lines (including the costs of all necessary permitting) to his property, over and above those costs borne by the Board, in accordance with these Rules. Every proposed Subdivision,

Planned Unit Development ("PUD"), or water main extension applicants shall apply for and secure a final written Water Service Agreement acceptable to the Administrator and approved by the Board before any taps may be committed to any Customer or User whose lands are located within such developments. The Board may, but is not obligated to, include in Water Service Agreement terms governing developer recapture of actual costs to extend mains. Upon issuance of all necessary permits for such facilities from the State of Wyoming Department of Environmental Quality, upon satisfaction of all applicable Water Service Agreement terms and requirements, and upon final acceptance by the City of Sheridan and the Administrator, then all newly-constructed mains and associated facilities and easements shall, upon such acceptances, become the property of SAWSJPB.

5. **Customer Rates**

The following Customer rates are established and shall be charged and paid on a bimonthly basis.

Minimum Base Rate For All Customers

Minimum Base Rate/2 month billing cycle	
Meter Size	Rate
¾"	\$84.00
1"	\$127.00
1 ½"	\$154.00
2" and larger	\$161.00

Tiered Water Usage Rate For All Customers And All Meter Sizes

Usage Rate	
0 – 15,000 gallons	\$1.60/1,000 gallons
15,001 gallons and greater	\$3.40/1,000 gallons

Billing

a. Billing for all Taps shall commence at the time of connection to the Board's water works system, except for those service applicants applying on or before June 21, 1989, whose billing shall be in accordance with Section 21 of these Rules.

b. SAWSJPB expressly establishes and fully reserves the right to adjust these rates and any other fees or charges described in these Rules from time to time by Board Resolution and as it sees fit.

c. The Administrator shall be primarily responsible to manage all billing and collection issues and disputes for the SAWSJPB.

6. **Contract for Service Required**

No person or entity shall be permitted to use any water from the SAWSJPB system except pursuant to an authorized Application for a Tap or pursuant to an authorized Water Service Agreement and only in accordance with these Rules.

7. **Application for Tap Connection(s)**

a. Every person or entity desiring to acquire one or more Tap Connections from SAWSJPB must make Application to SAWSJPB for a tap or taps on forms to be furnished for that purpose. Subdivision and PUD Customer or User Applicants shall enter into a Water Service Agreement using a form prescribed by the SAWSJPB Administrator. Individual Customers shall apply for any Tap Connection service using an Application Form prescribed by the SAWSJPB Administrator and approved by the Board. Any Applicant for a Tap Connection shall be either the legal owner of the property to be served by the relevant Tap Connection or his/her/its disclosed and duly authorized agent. Every Applicant for a Tap Connection must disclose fully and truly for what purpose and all uses to which the water from the Tap Connection is to be applied. No different or additional use will be allowed except by prior express and specific written authorization of the Administrator.

b. At the time of original application for any Tap, the Applicant shall pay to SAWSJPB the amount of the fees and charges required for the service connection as provided in Section 11 of these Rules.

c. No Applicant for any Tap Connection shall receive service from SAWSJPB unless and until all applicable federal, state, county, and/or city laws, resolutions or ordinances relating to land use and building code standards are fully met to the Administrator's satisfaction.

d. Every Tap shall be allocated and issued only to a specifically described property and in the name of the actual property owner where actual use is planned. Taps and Tap Connections shall not be transferable in any manner to a different property without prior written authorization of the Board after review and approval in the first instance by the Administrator and consistent with the requirements of Section 10 *infra*.

e. When service to a Tap has previously been rendered and subsequently turned off, any request for reinstatement of that specific service may be made either by the owner of the property, his duly authorized agent, or by the tenant or occupant jointly with the owner or agent of the premises. A turn-on charge of one hundred dollars (\$100.00) will be assessed.

8. **Permission Required for Connection**

Water will not be turned into any house or private service pipe except upon the written order of the Administrator or his duly authorized agent. Plumbers are strictly prohibited from turning the water into any service pipe except by written order from the Manager or his duly authorized agent. This rule shall not be construed to prevent any licensed plumber from admitting water to test pipes and for that purpose only.

9. **Rate Schedule Constitutes Part of Contract**

The water rates established by the Board shall be considered a part of the contract with every customer supplied with water through the water works system of the Board. Every person taking water shall be considered and held to be bound thereby. Whenever any rule or regulation is violated, the Administrator may exercise his discretion to suspend or shut off service as necessary. After the cause of the suspension has been removed, and upon any other terms the Administrator shall determine, the water service shall be restored pursuant to these Rules.

10. **Service to Non-property Owners - Transfers**

Any Customer who does not own the property to receive service from a Tap, may receive service in his name; provided, however, that the actual record property owner first executes an agreement with SAWSJPB guaranteeing payment for all water service furnished such property, including any required water service fees, minimum fees, or monthly debt service payments fully pursuant to these Rules. In the event that a property owner executes a guarantor's agreement, bills shall be addressed to the property owner in care of the tenant at the address to which service is furnished.

11. **Tap Connection/Plant Investment Fees**

a. Every person or entity applying for any Tap Connection to connect to the SAWSJPB system, or to increase the size or number of Tap Connections thereto, shall pay SAWSJPB a water Tap Connection and Plant Investment Fee ("PIF"). The PIF shall cover the following (including material and labor costs where applicable):

- i. plant investment fee;
- ii. main line tap (i.e., corporation stop);
- iii. meter;
- iv. radio read fee; and,
- v. any other applicable fees as determined by the Board.

These fees shall be based on the size and number of taps and water meters to be installed upon the premises to be served, in accordance with the amount or amounts set forth.

Rates and Actual Charges					
Size	One-Time Connection and Plant Investment Fee	*Corp Stop	*Meter	*Radio Read	Illustrative Total
¾"	\$ 5,380	\$ 216	\$ 192	\$ 300	\$ 6,088
1"	\$ 12,440	\$ 234	\$ 288	\$ 300	\$ 13,262
1 ½"	\$ 24,880	\$ 336	\$ 576	\$ 300	\$ 26,092
2"	\$ 39,810	\$ 372	\$ 798	\$ 300	\$ 41,280
3"	\$ 79,630	*	*	*	*
4"	\$ 124,410	*	*	*	*
6"	\$ 248,830	*	*	*	*

b. Corp Stop, Meter and Radio Read charges shall be actual costs and shall be increased or decreased in the future to reflect and correspond with actual costs for those items. Costs shown for those items in this table are illustrative and are subject to change as actual costs change.

c. The location or relocation of each meter and/or meter pit for each tap shall be determined by the Administrator or his authorized agent or operator before any tap connection is made. No water service to any Tap Connection shall be authorized by the Administrator unless and until the meter and meter pit location has been finally approved by the Administrator.

d. Water service lines and meters shall be the same size unless specific written permission is received from the Board or its Administrator.

e. SAWSJPB will not charge a PIF Fee for any Tap used exclusively for fire protection purposes and will assess PIF fees based upon sizing for needs other than fire protection; however, approved connections, piping, and fittings must be installed. Each Customer shall be responsible for all expenses and any damages which may result from the installation of any fire protection Tap.

f. All materials and labor costs for each Tap incurred to install the service line from the corporation stop to the curb stop, the meter vault, and all associated appurtenances, and the excavation, backfill, and repair of surface damage, (i.e. streets, curbs, etc.) for each Tap Connection, shall be installed by a utility contractor or other qualified person licensed for such work by the City of Sheridan and shall be the sole responsibility of the Applicant or customer. Any applicable non-SAWSJPB permits required for connection by a Tap holder to the SAWSJPB system shall be obtained prior to the actual installation of the water tap fixtures and facilities beyond the corporation stop.

12. **Delinquent Accounts**

a. All bills for any User's use of any water furnished and for minimum charges are due and fully payable within 30 days after such bills are sent. If any User neglects, refuses or fails to pay his water bill or any other fee or charge within 30 days after the same becomes due, SAWSJPB reserves the right to: (a) charge including a penalty on the balance due consistent with SAWSJPB Resolution No. 06-0911 five (5) day grace period past written due date and then a late fee of one and one-half percent (1 1/2%) on the unpaid balance per billing cycle or as otherwise determined by the Administrator; and/or (b) terminate service to the premises as determined by the Administrator. Before terminated water service is resumed, the total delinquent amount, together with a reconnection charge of \$100.00, shall be paid to SAWSJPB. In the event the Administrator elects to sue in a civil court of competent jurisdiction for the recovery for any delinquent water fees, all court costs, sheriff's fees, and reasonable attorney's fees and expenses and interest at the rate of ten percent (10%) per annum on the full amount of principal, any attorneys fees and costs due on the delinquent account may be assessed to the defendant User and shall be part of the claim of SAWSJPB.

b. SAWSJPB may decline to serve an Applicant for water who is indebted to the Board for service previously rendered to such Applicant, until the applicant pays in full the amount due for the service previously rendered, or until satisfactory arrangement is made with the Board for the payment thereof. SAWSJPB shall not be required to furnish water service to an Applicant, if the Administrator investigates and determines that such Applicant is attempting to obtain water service for a party who is indebted to the Board for service previously rendered; and if such fraud in obtaining service shall be detected after service has been connected, the Administrator may discontinue such service; provided, however, that in the event the indebtedness for service rendered at a former location is in dispute, the applicant shall be served upon complying with the deposit requirement in an amount equal to the net balance in dispute.

13. **Discontinuance of Service**

a. SAWSJPB maintains and reserves the right to terminate water service to any Tap upon violation of these Rules, or where any fraudulent use has been detected. In the event water service has been shut off for a violation of these Rules, water service shall be restored only upon the consent of the Administrator after full payment of any delinquent User accounts.

b. SAWSJPB reserves the absolute right to shut off the water from its mains for the purpose of making repairs or extension, or to prevent waste or loss of water or damage to equipment or property, in an emergency, or for any other purpose, without incurring liability for any damages that might result therefrom.

c. Every User who determines to vacate any premises supplied with service by SAWSJPB, or who for any reason wishes to have such service discontinued, shall give at least three (3) business days notice in advance of specified date of discontinuance of service. The User shall be held responsible for all service rendered at this location until service is discontinued. SAWSJPB assumes no responsibility for any damages arising out of any events and/or circumstances that occur as a result of the continuance or discontinuance of water service.

d. When water service is temporarily shut off, and later turned on at the request of any Customer, the actual cost of such disconnection and reconnection, but not less than (\$100.00), shall be paid by the Customer.

14. **Permit to Alter System**

No person or entity shall make any connection to, or in any manner perform any work upon, any of the mains, connections or appurtenances pertaining to any part of the SAWSJPB system without the express prior written permission of the Administrator.

15. **Service to Property**

Each lot, tract, or individual property shall have a separate water service line, meter, and shut-off valve for the Tap Connection that serves it.

16. **Sanitary Regulations**

a. It shall be each Customer's individual responsibility to insure that his existing water service lines and/or plumbing facilities can safely and efficiently accommodate the pressures exerted by the SAWSJPB water system. It shall be unlawful for any person to pollute or contaminate the SAWSJPB water system. There shall be no physical connection between the SAWSJPB water system and any alternate water supply unless and until suitable backflow prevention devices are installed and perform in a manner acceptable to the Administrator. Upon discovery by any SAWSJPB official or inspector of any connection, or practice, which could cause contamination of the system in any degree, the Administrator, or other authorized SAWSJPB personnel shall shut off the connection until the practice or condition is corrected.

b. All newly constructed mains shall be a minimum diameter of 4-inches and shall otherwise conform to these Rules and shall conform to the applicable requirements of the City of Sheridan, the State of Wyoming Department of Environmental Quality – Water Quality Division, Sheridan County and the Administrator. In the event that SAWSJPB requires an Applicant or User to install a water main larger than 8-inch diameter, and the larger-sized water main is not required for said development, SAWSJPB may choose, in its discretion, to reimburse the Applicant or User for the actual materials cost difference between the "oversized" main and an 8-inch main.

c. All service lines or pipes through which water supplied by SAWSJPB shall be installed in accordance with all: (1) relevant Plumbing Codes adopted by the City of Sheridan; (2) relevant City of Sheridan Standard Specifications for Street and Utility Construction; (3) relevant State of Wyoming Department of Environmental Quality - Water Quality Rules and Regulations; and, (4) relevant Sheridan County, Wyoming, building and plumbing standards. All pipe work that will connect to the SAWSJPB water system that is located within public and/or private property shall be available for inspection by the Administrator or his authorized representative during construction and thereafter by exposing such works at the applicant or user's expense. Any unsatisfactory work or exceptions shall be corrected by the Applicant or User. An appropriate cross-connection control device shall be installed on each service line consistent with current City of Sheridan Ordinance No. 1946, as amended, or any equivalent City of Sheridan Ordinance or requirement.

d. Within sixty (60) days immediately following the provision of water service in such lines and facilities, all Applicants who install any service pipes and/or facilities which connect to the SAWSJPB system shall provide the Administrator with complete and accurate "AS-BUILT" accurate drawings showing the installed location of all service line and facility installations.

17. **Tampering, Etc. with Property of the Board**

It is unlawful for any person to in any manner molest, modify, or tamper with any water meter or connection thereto, water main, supply pipe, fire hydrant, or any property of the water works system, unless such person be a duly authorized representative of the Board, or have permission from a duly authorized representative of the Board. Such unlawful conduct shall be considered as property destruction and defacement and offenders shall be prosecuted in accordance with all applicable State of Wyoming statutes or regulations and/or local laws and ordinances.

18. **Customers to Maintain Service Pipes, Etc.**

a. All SAWSJPB system Users and/or Tap holders shall be responsible for providing and paying for the corporation stop, service pipes, curb stop, and all other appurtenances which allow for water service to be provided to their property, and shall properly maintain these facilities and prevent all unnecessary waste of water. All such service lines and appurtenances must be sufficiently strong to bear the pressure and run of the water in the SAWSJPB system main. No reduction in User charges will be made for the time any service pipe or main frozen or out of use for any cause. Every User shall maintain the curb box allowing access to the curb stop in a plumb and operable condition, flush with ground level. SAWSJPB reserves the right, within the exercise of the Administrator's discretion to terminate water services to an individual property if, after five (5) business days' express prior written notice, the property owner has not made the necessary repairs to these appurtenances.

b. Every Customer shall allow access by the SAWSJPB personnel to the curb box and stop for the purpose of regulating water service to any User service location. SAWSJPB shall not be responsible for any damage sustained as a result of operating the service stop in usual and customary manner.

c. SAWSJPB will install and maintain all water meters necessary to enable it to render bills for each class of service furnished. All meters furnished by SAWSJPB will be maintained by SAWSJPB and will remain its property. All pressure-reducing valves, backflow preventers, valves, yokes, pits, or vaults associated with the metering equipment, shall be the responsibility of the Customer or Tap Holder.

d. Should damage result to metering equipment from molestation or willful neglect by any User, the service may be discontinued. In addition to other costs of discontinuing the service, SAWSJPB will repair or replace such equipment and bill consumer for all costs incurred.

e. If a meter is damaged due to freezing, all actual costs for meter repair or replacement shall be paid by the User responsible for that Tap.

f. The Administrator shall be primarily responsible to manage all service installation and maintenance issues.

19. **Hydrants**

All SAWSJPB flushing hydrants or other SAWSJPB hydrants erected in the service area are hereby declared to be the property of SAWSJPB. It shall be unlawful for any person or entity, to open any of the hydrants, or attempt to draw water from the same or at any time uncover or remove any protection from any of such hydrants, or in any manner interfere with the same unless a permit for this purpose is first received from the Administrator. No person authorized to open hydrants shall delegate his authority to another, except for purposes strictly connected with the authorized use.

20. **Water Use Limitation**

Upon the direction of and in a manner set forth by the Board, the Administrator shall limit the use of water both as to quantity and/or time of use.

21. **Special Conditions for Service Applicants Applying on or Before June 21, 1989**

The following special conditions and requirements apply to those Applicants requesting water service from the Board on or before June 21, 1989.

a. The following charges and fees have been waived in favor of the Applicants who requested service on or before June 21, 1989:

- i. the plant investment fee for the size of service requested in the Applicant's request for water service received on or before June 21, 1989;
- ii. all materials and labor costs associated with the main line tap (corporation stop), extension of service line to applicant's property line, and setting of a service stop, meter, and meter vault, including necessary excavation, backfill, and surface restoration costs.

b. By applying for water as a pre-June 21, 1989 Applicant, each such Applicant and his or its successors and assigns are obligated to pay the relevant property's proportionate share of SAWSJPB's indebtedness, as determined by the Board, at such time that water was made available to the property, and regardless of whether or not each such Tap is in service. Availability of water shall be when water is supplied by the SAWSJPB water system adjacent to the Applicant's property and within 2,000 feet of the point of use, and at a minimum static pressure of 30 psi at the ground level of the point of use. SAWSJPB shall not be obligated to make water available to the Applicant.

c. An Applicant may remove his obligation to the Board at any time by making payment to the Board an amount that is equal to the present worth value of his proportionate share of the Board's outstanding indebtedness, as determined by the Board, at an interest rate of 4 percent per annum. At which time this obligation is removed, the then existing rates for water usage shall be correspondingly reduced by the Board. He also may request that the water service be terminated, and no further user charges will be assessed. A turn-on fee of twenty-five dollars \$25.00 will be charged for reinstatement of service.

d. If water does not become available to the Applicant's property by September 1, 1994, neither the Board nor Applicant shall be obligated to the other; however, this obligation may be extended in time by mutual agreement.

22. **Request to Return Tap**

Any Applicant or Tap holder may request that water service be permanently terminated, and no further user charges will be assessed. The Board shall have no obligation to grant such request(s) and shall consider them on a case-by-case basis in its sole discretion. When such a request is granted by the Board in its sole discretion, every tap associated with such terminated service shall be returned to the SAWSJPB tap inventory and shall thereafter be made available to new tap Applicants pursuant to these Rules. When such a request is granted by the Board, SAWSJPB shall not owe or pay any refund, reimbursement or other consideration whatsoever to such an applicant.

23. **Amendments**

These Rules and Regulations may be amended only by the affirmative vote of a majority of all members of the Board.

24. **Exemptions to Rules and Regulations**

The Board has the power and the sole discretion on a case-by-case basis to hear and decide exemptions to these Rules. The Board may allow an exemptions only if:

- a. For reasons fully set forth by the Board, the circumstances or conditions are such that strict application of these Rules would place an unfair, unnecessary, or undue hardship upon the consumer as determined by the Board;
- b. The granting of any exemption is consistent with the general purposes and intent of these Rules, and will not be injurious or unfair to other Customers or Users provided with SAWSJPB service or otherwise detrimental to the public welfare; and
- c. Any exemption granted is the reasonable minimum adjustment that will accomplish this purpose as determined by the Board.

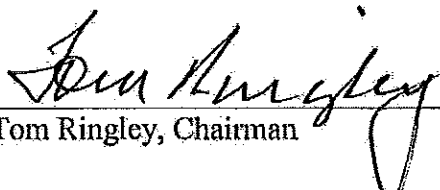
25. **Hearings**

SAWSJPB does not expressly or impliedly provide or intend to provide any right to any contested case hearings under the Wyoming Administrative Procedures Act or otherwise to any Applicant, Customer, Tap Holder or User or any reason under these Rules. SAWSJPB will only convene and conduct a contested case hearing under the Wyoming Administrative Procedures Act when a valid statute requires it to do so or pursuant to valid Court Order.

26. **Severability**


If any provisions of these Rules and Regulations are declared invalid by any tribunal, the Attorney General, or supervising state agency, the remaining provisions of these Rules and Regulations shall not be affected thereby.

Approved and adopted this 10th day of February, 2010.



Tom Ringley, Chairman

Attest:



Terry Cram, Secretary

STATE OF WYOMING)
)
COUNTY OF SHERIDAN) SS

Subscribed to in my presence and sworn to before me by Tom Ringley, Chairman of the Sheridan Area Water Supply Joint Powers Board, on the 10th day of February,



Cheryl Crook
Notary Public

My Commission Expires: 09.19.2013