

**Eight Mile Subdivision Improvement and Service District  
Force Road, HCR77  
Gillette, WY 82716**

**These Rules and Regulations Apply to the 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Filing of  
Eight Mile Subdivision**

1. **Ownership and Control:** The water system of Eight Mile Subdivision Improvement and Service District shall be owned by the District. The District shall also maintain the roads dedicated to the public within Eight Mile Subdivision. The property and business of the District shall be managed, maintained and controlled exclusively by the Board of Directors of the District.
2. **Purpose:** The object and purpose of the Improvement and Service District shall be to supply potable water for the use of the inhabitants of Eight Mile Subdivision and to maintain roads dedicated to the public within Eight Mile Subdivision.
3. **Definitions:** The following definitions shall apply to the terms used throughout these Rules and Regulations:
  - A. "Board" means the Eight Mile Subdivision Improvement and Service District Board of Directors
  - B. "Manager" means the water manager who has been duly appointed by the Board.
  - C. "District" means the Eight Mile Subdivision Improvement and Service District established in Campbell County under the laws of the State of Wyoming.
  - D. "Residential" means, individual residence units providing living facilities for one or more persons including permanent provisions for cooking, sleeping and sanitation.
  - E. "Agriculture" means the producing of crops and/or the raising of livestock.
  - F. "Commercial" means all uses, other than agricultural use and residential use.
  - G. "Applicant" means a member of the District making formal application for residential water service to the board.
  - H. "Residential Use" means water use for domestic purposes only.
  - I. "Installer" means the landowner who causes the line to be installed.
  - J. "User" means the person who is in actual receipt of the water service.
  - K. "Member" means any person who owns real property in the District for which the District provides water services or facilities. The Member is

responsible for use charges, connection fees, standby charges, monthly charges and assessments.

- L. "Fee Owner" means the legal owner of real property. Purchasers under contract for deed and lessees are not Fee Owners.
- M. "User's Agreement" means a written agreement between the District and the User specifying the terms of delivery of water and/or services.
- N. "Street" means any street or road under the control and maintenance of the district. Only roads within Eight Mile Subdivision, 1<sup>st</sup> filing, are to be maintained by the district.
- O. "Inspector" means an individual hired or contracted by the District to inspect new construction or existing water and sewer appurtenances.

4. **Limits to Service Connections:** Each residence shall have a separate water service connection and metering. Accessory Building service may serve the primary residence and extend to barns, garages and out buildings within the residential service location. The district shall not supply water for any agriculture use, commercial use or business use. Each lot shall be limited to a maximum of two service taps. Both Taps shall be for residential or domestic use only.

5. **Initiation of Service to Property:** The procedure for initiating service to property within the District shall be as follows:

A. For a property within Eight Mile Subdivision:

Prior to construction of any water facilities on private property to be connected to the Districts system the following requirements must be met:

1. A User's agreement must be signed by the user.
2. The current applicable tap fees and any special fees must be paid at the time of the signing of the User's agreement. A tap fee will be assessed for each tap.
3. A Contract/Plumber permit must be obtained by the User.
4. Any tap which requires excavation in any State highway or County road right-of-way, shall have attached to the tap application written permission in a form approved by the government entity granting permission for the necessary work to be done in the right-of-way.
5. An approved backflow prevention device shall be required to be installed on each new water connection (tap). The owner shall be required to pay all costs for its installation. Back flow prevention devices shall become the property of the District after they have been installed.

6. All water improvements shall comply with the Wyoming Department of Environmental Quality Rules and Regulations. A permit to construct must be issued by the Wyoming Department of Environmental Quality, or the Campbell County Engineers Office.

7. A contract shall be obtained by the User and a Registered Professional Engineer which provides that all construction shall be observed and certified that all work was in compliance with the approved drawings and regulations. All connections shall be inspected by a representative of the District prior to any backfill. As constructed drawings shall be submitted to the District after the completion of the project.

After compliance with items 1 through 4 above, construction of plumbing may proceed according to the District's specifications. All work shall meet the applicable Uniform Building Code, Uniform Plumbing Code and the Wyoming Department of Environmental Quality, Rules and Regulations, latest edition. When plumbing is ready for inspection, the Permit with complete location map must be delivered to the Eight Mile Subdivision Improvement and Service District.

The inspector will inspect the installation as soon as possible. The inspector will note any deficiencies or give approval on the permit. All deficiencies noted must be corrected. The curb stop will be visible for inspection. An "approved" tag must be attached to the curb stop prior to use. In cases where no inspection is made due to improper curb stop installation, or where construction is not approved, the holder of the Permit shall correct the deficiencies, pay the inspection fee as defined in item No. 11 and request another inspection. This process will continue until the installation is approved by the inspector and the Permit is signed by the inspector.

After approval, the construction may be covered up and the curb stop set at grade by the installer. A water meter will be installed as part of the construction. The inspector will allow water to be turned on to the property. If not at the site during the inspection, the holder of the Permit must call the office for information on the status of the inspection. No construction may be backfilled prior to inspection. If backfilled prior to inspection, it must be uncovered and inspected. No further services will be inspected until all such violations are corrected.

The user is responsible for protecting the curb stop from damage. Damaged curb stops will be repaired by the District, however, repair costs shall be billed to the User. No further inspections will be made until curb stop repairs have been paid for by the User.

Water taps shall be allocated and a permit issued to a certain described property where actual use is planned. Water Taps shall not be transferable to any other property.

The expense for repair of surface damage shall be the responsibility of the Applicant and is in addition to applicable water tap installation rates.

6. **Fees, Deposits and use Charges:** The following general water fees and use charges shall apply to the District.

Residential Connection Fee Schedule \$2500.00

Residential – Water Fees

<b>Monthly Minimum Charge 0 to 20,000 Gallons</b>	<b>\$40.00</b>
<b>Next 1,000 Gallons or any part thereof up to 10,000</b>	<b>\$1.00 per Thousand Gallons.</b>

(Example: 29,900 gallons used in one billing cycle. 20,000 gallons at \$40.00 + 9,900 additional for \$10.00 = \$50.00 total monthly fee).

**Next 1,000 gallons after 30,000 gallons usage will be at \$2.00 per 1,000 or any part thereof for the balance of the billing cycle.**

(Example: 35,500 gallons used in one billing cycle. \$40.00 first 20,000, \$10.00 for next 10,000, \$12.00 for the next 5,500 gallons, for a total of \$62.00 for this billing cycle).

An inspection fee of \$25.00 must be paid for each inspection.

A monthly service charge of one dollar will be added to the bill for a shut off notice.

Once the requirements of the Permit have been met and a meter is installed, the minimum monthly fee will begin. The owner is obligated for the minimum monthly rate whether or not the tap is in service.

Whenever service is discontinued for non payment of bills, a charge will be made equal to the greater of the district's cost of reconnection or \$50.00. The charge must be paid before service is restored.

With respect to each assessment not paid within fifteen (15) days after its due date, the District may, at its election, may require the owner to pay a late charge in a sum to be determined by the District, but not to exceed \$10.00 per each delinquent assessment, plus interest at the rate of eighteen percent (18%) per annum on such assessment. Unimproved lots will pay \$7.50 per month.

7. **Reconnection Fees due to Fraudulent Use.** In the event of disconnection as a result of fraudulent use, the first time service is discontinued because of fraudulent use, the district will require a reconnection fee of \$500.00. This fee must be paid before service is restored. The second time the service is discontinued because of fraudulent use, the reconnection charge

shall be \$1000.00. This fee shall be paid before service is restored. The Third time the service is discontinued because of fraudulent use, the reconnection charge shall be \$2,500.00. This fee shall be paid before service is restored. The fourth time the service is discontinued because of fraudulent use, there shall be no further services provided to the premises.

All fees indicated in the Rules and Regulations may be changed by the Board of Directors.

8. **Area Service:** Water shall only be available to consumers that are within the Eight Mile Improvement and Service District.
9. **Accounting:** Meter readings will be read at the time service is first established and thereafter at regular intervals as determined by the Board. At the Board's discretion, the user may be required to read his own meter and send the reading to the District mailbox. The Board may adopt at any regular meeting or special meeting any and all additional rules and regulations necessary to implement this policy. The District may randomly check the meter readings at any time to verify accuracy of the meters.

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 to the user the overcharge based on the corrected meter readings for the period in which the meter was in use, not exceeding six (6) months. No charge for testing will be made to the user. Should the meter be found to be operating within plus or minus two percent (2%) of the true readings, then all costs incurred in testing will be billed to the user. The minimum charge for testing will be \$50.00 per test.

10. **Payment:** All bills are due and payable in full on the First day of each month. Bills become delinquent after the Fifteenth day of the month. Partial payments will only be accepted at the District's option. Any acceptance of a partial payment does not waive the District's right to deny acceptance of any future partial payments.

If the user's meter is not read for any reason, the District may estimate the monthly usage and the member will be required to pay the same as if the bill was based on an actual reading.

If any user neglects, refuses, or fails to pay the payments within fifteen (15) days of due date, the user will be assessed a five dollar late charge.

A minimum of \$25.00 will be charged for any and all returned checks.

In addition, 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.

If any delinquent water charges are not paid in full within fifteen (15) days of sending the shut-off notice, the board may take the following actions:

- A. Discontinue service to the member.
  - B. In the event the District elects to retain an attorney for the recovery of any delinquent charges, including proceedings relating to lien foreclosure, all costs incurred including, but not limited to, court costs, sheriff's fees, reasonable attorney's fees, and interest at the rate of eighteen percent (18%) per annum on the delinquent account, shall be assessed against the property served.
  - C. In the event water has been shut off for a violation, water service shall be restored only upon the approval of a majority of the Board and the payment all costs incurred relating to the shutoff.
11. **Discontinuance of service:** Every user who is about to vacate any individual home supplied with service by the district, or who for any reason, wishes to have such service discontinued, shall give three (3) days written notice in advance of a specified date of discontinuance of service. Until the board shall have such notice, user shall be held responsible for such services rendered to the property.

Other than for nonpayment for water services, water service may be discontinued for other violations of the Rules, Regulations five days after written notice that the violation of rules must cease. In the event that it is determined that use of the water service is fraudulent, or if a dangerous condition is found to exist on the customer's premises, service may be discontinued without notice.

All requests for a user's agreement, service on district water line, meter, temporary shut-off and any other request for service that may arise shall be in writing, signed by the person making the request, and being specific in detail as to the request made.

12. **Refusal of Service:** The District may decline to serve any customer until proof of compliance with State Regulations governing water service and with the Rules, Regulations of the District is provided to the Board.

The District may decline a service or an increase in the size of a service connection to any new or present 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 likely to unfavorably affect service to other customers. The determinations made under this paragraph are within the sole discretion of the Board.

13. **Lien against the Property:** Delinquent water tariffs shall constitute a lien against the property furnished with water. The Eight mile Subdivision I & S District is empowered to use any legal means necessary to foreclose on said lien or otherwise collect the delinquent amount. Additional expenses incurred by reason of such legal action shall be added to the amount due by the customer.

Creation of Lien: The amount of all delinquent regular and special assessments plus interest thereon and any expense reasonably incurred in the collecting and/or enforcing such assessments, including reasonable attorneys fees, shall be and become a lien upon the property so assessed, which shall attach to the lot as of the time the District causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

- I. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration;
- II. The name of the Owner of record;
- III. The legal description of the property.

The notice shall be signed by two officers of the District. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the property after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien of the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the District to the Owner of the property affected by the lien at least ten (10) days prior to the commencement of any such action. Foreclosure of the lien shall not be the exclusive remedy available to the District.

14. **Water Shut Off:** The Eight Mile Subdivision Service and Improvement District reserves the right to shut off the water from its mains for the purpose of making repairs or extensions or for any other purpose without incurring liability for any damage that might result there from. The District may shut off water without any advance shut off notice being required to the Districts water users.
15. **Meters, Inspection, Maintenance and Repairs:** All water flowing through the District water lines to User properties shall flow through a water meter. All water meters are the property of the District unless otherwise determined by the Board. Defective meters will be removed and repaired or replaced by the District.

All owners 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 the Owner's or Users 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 water supply and metering of water.

Should the District determine that a meter installation does not meet the District's requirements, of that a freeze proof box, a remote reader, a change in the location of the meter, or any improvement for safe and efficient continuance of service is necessary, such changes shall be made at the User's expense. The customer shall notify the District when the changes are made, so that the District may inspect the installations. The District may assess an inspection fee.

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. If any meter is found to have a broken seal, a charge of 150% of the periodical usage shown by the meter will be charged and the meter resealed. Service will be discontinued upon the second occurrence.

- 16. Powers of the District for Abandonment of Existing Water Lines:** The District has the power to abandon lines so long as adequate provision is made for service to the property owners affected by the abandonment. The procedure for abandonment is as follows.
- A. A line may be abandoned only after a hearing and formal action by the board.
  - B. All Users affected by a 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.
  - C. The notice must specify that the cost of the change of service will be paid for by the District, but that the property owner will have to specify the place upon his property line where the service should run.
  - D. The notice must specify the time when service on the old line will be terminated, giving the property owner adequate time to make provisions for construction of the new connection.
- 17. Sanitary Regulations:** It shall be the property owners responsibility to insure that his existing plumbing facilities can accommodate the pressures exerted by the District's water system. It shall be unlawful for any person to pollute or contaminate the District water system. Cross connections with private water supplies are expressly prohibited. Upon discovery of any connection, or practice which could cause contamination of the system to any degree, the Board or its



authorized personnel shall terminate service until the practice or condition is corrected.

- 18. **Responsibility of Water Service Maintenance:** It shall be the responsibility of the User to maintain all water pipes and appurtenances from the discharge side of the meter pit to the residence. It shall be the responsibility of the District to maintain the water service pipe from the corporation stop on the water main to the Discharge side of the meter pit.
- 19. **Fire Hydrants, Water Mains and Valves:** All hydrants erected in the service are hereby declared to be the property of the District and it is unlawful for any person, unless authorized by the Board, 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
- 20. **Water use Limitations:** By direction of and in a manner set forth by the Board, the Board may limit the use of water both as to quantity and time of use.
- 21. **Maintenance of Roads:** During the course of the year, the Board shall assess the conditions of the road under control of the District. The Board shall provide the appropriate maintenance to the roads. If there are insufficient funds to properly maintain the roads, the Board may assess the additional cost of maintenance to the members of the District.
- 22. **Amendments:** These Rules, Regulations may be amended only by the majority affirmative returned vote of all members of the District. These Rules, Regulations may be altered, amended, changed or replaced and new Rules Regulations and By-Laws may be adopted at any time, or from time to time, by a majority of the members at any regular or special meeting of the Board of Directors.
- 23. **Severability:** If any provision of these Rules, Regulations, and By-Laws is declared invalid by any tribunal, the Attorney General, or Supervision State Agency, the remaining provisions of these Rules and Regulations and By-Laws shall not be affected.

Board of Directors of Eight Mile Service and Improvement District as of September 17, 2004;

Jay Gomez                      President  
 Steve Mooney                Vice President  
 Henry Yeadon                Secretary/Treasurer  
 State of Wyoming  
 County of Campbell

*Jay Gomez*  
*Steve Mooney*  
*Henry Yeadon*



The foregoing instrument was acknowledged before me by Jay Gomez, Steve Mooney & Henry Yeadon this 17th day of September, 2004. Witness my hand and official seal.

My commission expires: June 20, 2007. Notary Public: *Elna Miller*

