

## **RULES AND REGULATIONS**

### **OSMOND IMPROVEMENT AND SERVICE DISTRICT**

**P.O. Box 633**

**Afton, Wyoming 83110**

Water service will be supplied by the Osmond Improvement and Service District (“District”) to its members located within its Service Area. It is the company’s intent to provide safe, reliable and dependable delivery of water to each of its members pursuant to the terms of these Rules and Regulations.

#### **Article I. Applicability**

1. These rules shall apply to any service address who now is, or may hereafter become, a member of the water system.
2. Equal service: It is the duty of the Board of Directors to see that each Member is to receive equal service from the District. All Members are to be treated equally.

#### **Article II. Management and Control**

The water distribution company shall have exclusive control and management of its Water System and shall have exclusive management and control of the supply and distribution of water to Members within its Service Area, subject to approval by its Board of Directors. The company may from time to time amend or otherwise modify these rules as it deems necessary for the complete management, control, distribution and supplying of water to the Members upon approval of its Board of Directors.

#### **Article III. Fees for Service**

1. The District assessment fees will be collected by Lincoln County Treasurers Office beginning September 1, 2025, and every year thereafter.

a. In September, a notice will be sent to each member of the District from the Treasurer’s Office for said fees. Fees may be paid in full by December 31 of current year, or in two (2) equal payments. First payment will be due November 10 of current year, second payment due May 10 of following year. If payments become delinquent, the County will charge interest until paid in full. The District may also charge interest on delinquent fees.

2. District Assessment, fees, charges and penalties.

a. District annual assessment fees, per single-family hookup, is \$500.00 per year. It will be determined by the District operation and maintenance budget, and as approved by the Board of Directors. Said fees could change from time to time.

b. A penalty of \$45.00 per month, for every month delinquent, will be charged by the District. If the penalty for lack of payment is not paid within 60 days of notice, the District reserves the right to discontinue water service until full payment is made.

c. The District fee to reconnect a discontinued service is \$150.00, which may change from time to time, as determined by the Board of Directors, whenever water service has been discontinued for a violation of the regulations: (i.e., Sections 5.4, 5.5). Such fee will be paid in full prior to any continuity of service.

3. All systems of charges and fees to Members shall assure that each recipient of water services will pay its proportionate share of costs of operation and maintenance of any water supply services provided by the District.

4. Annual assessments fees shall be reviewed and set forth annually by Resolution of the Board of Directors to reflect the actual costs of operation, maintenance, replacement, and financing of the water system. The Annual Budget shall be passed at the regularly held Board of Directors meeting held in May of each year. Any revisions of the annual assessment shall be based on actual operation, maintenance, replacement and financing expenses.

#### **Article IV. New Members**

1. Application: Any person desiring to obtain service from the water system within the existing service address, that has previously been connected to the water system, shall submit an application to the District containing the following information:

a. An acknowledgment that the applicant shall be governed by these Rules, the Commission's rules and regulations, and all other applicable federal, state, and local laws regarding the control and use of the water supply.

b. A legal description of the location of the service address, including the street address if available.

2. Each application must be in writing on standard forms furnished by the Company and shall set forth such information as Company may require to determine the rate schedule, or such other information as the District may reasonably require. The application is merely a written request for service and does not in itself bind the District to serve said applicant.

3. No new Members will be added until a thorough impact study is conducted that shows the new addition(s) will not adversely affect the quantity and/or quality of the present system. Said impact study will be administered by the District, or their representative, and paid for by the District. The depth, detail, and cost of said impact study will be determined by the Directors, acting in accordance with guidelines recognized by general engineering practices and state and local agencies.

a. An application shall be sent to the Board of Directors. Upon review and approval of any such application, said application shall be presented to the Members at a regular annual meeting or at a meeting called specifically for this purpose.

b. If impact study shows the system is capable of additional hookup(s), the fee for each such hookup or attachment to the system will be a minimum of \$20,000.00, as of the approval date of District by-laws. Fee may change from time to time, subject to the discretion of the Board of Directors.

c. When additional hookups are determined to be available, the Directors will verify and publish number of said available hookups to be offered by a lottery process, adhering to the following items:

1. Interested parties will submit a request on a District provided form.
2. District will determine date, time and location of lottery drawing.
3. Successful applicant will be required to pay hookup fee and full annual assessment fee at time of selection.
4. Successful applicant will have 1 (one) year to begin taking active service. District does not offer or carry inactive services on our rolls.

#### **Article V. Service Provisions**

1. Hookups/attachments to include: System impact (hookup) fee, meter pit, saddle, tap, curb stop, on/off valve, meter, pressure regulator, backflow valve.

2. Connection to and Distance from Meter Pit: All Members are entitled to a 3/4" hookup, to be connected into the District meter pit adjacent to the mainline within 1 foot from the said meter pit.

3. Meter Pits: The Board of Directors have the right to require the installation of a meter pit at the outlet to each Member, as close to property line as practical, and to use said meter pits to shut the water off if assessments as hereinabove stated are not paid after a given time or if maintenance is needed.

Pressure regulators in each meter pit will be set at a minimum of 55 PSI and allow 5 GPM to provide each Member with fair and equal pressure and volume. These settings may change from time to time as dictated by system integrity, capability of the new system once installed and at the discretion of the Board of Directors.

A. No one other than District personnel are allowed to enter the District meter pits.

B. No person shall trespass in, tamper with, alter, bypass, interfere with, damage, or obstruct the operation of any meter, service line, valve, regulator, or other equipment or property owned or operated by the District, whether located on public or private property.

C. Any person who violates this section shall be subject to enforcement action, including but not limited to disconnection of service, recovery of estimated unmetered usage, civil criminal prosecution under applicable law. The violator shall be liable for the cost of repair or replacement of any damaged equipment.

4. Pressure Pumps: No Member or any other persons shall have, keep or maintain a pressure pump on any mainline or outlet without the express written permission of the Board of Directors. Said written permission shall be on file with the Secretary-Treasurer.

5. One Single-Family Household per Hookup: All households within the District boundaries are entitled to one hookup per single-family household unit. A single-family household unit is defined as, "A person or persons living in one house under one roof and under one head or manager". An extension of service from one single family household to another, including camp trailers & 5th wheel trailers, shall not be permitted. A violation of this provision shall result in the suspension of service until compliance with the District by-laws and rules & regulations are met. All Members are responsible for wise and prudent water use and should not waste unnecessary water on lawns, stock water, etc.

#### **Article VI. Service Restrictions**

Any residential living structure not meeting the above definition for a single-family household as defined above (Articles 5.4 and 5.5) will not be allowed to attach to the District water lines. Further:

1. Duplex, triplex, 4plex or any other multifamily units are prohibited, except as may be approved by variance procedure adopted by the Board.
2. Condominiums and townhomes are prohibited except as may be approved by variance procedure adopted by the Board.
3. A violation of any provision shall result in the suspension of service, and/or legal action, until compliance with District Regulations are met.

#### **Article VII. Commercial Account Members**

1. The District does not allow any commercial account members, including RV Parks and Trailer Parks.
2. The following commercial account exemptions were grandfathered in prior to the District enlargement: United States Forest Service, Farm Store Outlet, Church of Jesus Christ of Latter-day Saints and Lincoln County School District #2.

#### **Article VIII. Responsibility beyond Meter Pit**

The District is not responsible for installation, maintenance, or repairs of any kind beyond the District owned meter pit.

#### **Article IX. Continuity of Service and Right to Discontinue**

1. The District reserves the right to discontinue the supply of domestic/potable water service to any Member, only after notice and an opportunity to be heard, for the following reasons:
  - a. Misrepresentation as to the use of water by the Member as stated in the application.
  - b. Emergency repairs or operations.

- c. For unavoidable shortages or interruptions in the Districts source of supply.
- d. For meter pit, meter or regulator tampering or theft.

2. The District reserves the right to discontinue the supply of domestic/potable water service to any Member “with reasonable notice” for any of the following reasons:

- a. Non-payment of water assessment.
- b. Denial of access onto private property to access meter pit for inspection or maintenance.
- c. Meter pit is obstructed or buried.
- d. By-laws of the District are violated.
- e. Repair or maintenance of the meter pit is required.
- f. For all other justifiable reasons at the discretion of the Board of Directors and consistent with applicable Wyoming law.

3. The District shall not be liable for damages resulting from interruptions or failure of service.

#### **Article X. Storage Tank, Chlorination, Well & Well House**

1. Storage Tank and Chlorination Building:

The storage tank and chlorination building are part of the infrastructure expenditures of the new culinary water system. The tank includes a 350,000-gallon storage tank sited in the mouth of Wicki-Up Canyon, off Dry Creek Canyon Road. It will receive its storage water from a spring further up the main canyon road and used to maintain flow to storage tank and Members of the Osmond Improvement and Service District. Adjacent to the storage tank will be a chlorination building for use in meeting EPA guidelines. The costs of the storage tank and chlorination building, along with the transmission and distribution lines and meter pits, including additional expenditures associated with the operation and maintenance, will be shared by all Members of the District.

2. Well and well house:

The well and well house will be located just off the east side of highway 241 R-O-W, and approximately 200 feet south of Happy Valley Road, on private property within an existing easement. It will solely be used as backup supply for the spring and tank storage. Original members of the Happy Valley Water District will assume all expenditures associated with well and well house. An additional assessment is imposed on original members of the prior system, to place all members of new District, on an equal basis. When loans are paid off, District assessment fees will be adjusted and equalized for all Members.

#### **Article XI. Service Positions - Responsibilities & Duties**

1. Water Master/Maintenance: duties shall be as follows:

- a. Is responsible to visit each meter pit a minimum of once every three (3) years or as necessary, to inspect, adjust, clean and measure flow and pressure within each meter pit, keeping a record of data pertaining to each meter pit.

- b. Make himself available for emergency and after hour calls pertaining to disruption of service or damage to District facilities.
- c. Be responsible to arrange for equipment and labor to assist in any repairs, upgrades or damage of District facilities.
- d. Verify all contractors hired to perform repair and maintenance work on system are properly certified and bonded for such work.
- e. Keep the Board of Directors apprised of overall system condition including any needs for repairs, upgrades, damage control or security needs.
- f. Attend the annual meeting and any Special Meeting to report on the work plan for previous year and current budget year.
- g. In conjunction with Chief Operator, if needed, oversee infrastructure including spring, collection tank, transmission and distribution lines and control valves.

2. Chief Operator: duties shall be as follows:

- a. Become certified to meet EPA and DEQ standards, including proper forms and record keeping.
- b. Take required water samples for testing as required by regulating authorities.
- c. Participate in sanitary survey as required by EPA.
- d. In conjunction with Water Master, if needed, oversee infrastructure including spring, collection tank and control valves.
- e. Be responsible for overall water quality.
- f. Ensure District has a qualified back up Operator. At such time when the new system is in full operation, the District will have one Chief Operator and one back up operator. Presently we have two, (2) Ron Bassett and Jason Mavy, because both of the old systems, (Osmond Pipeline Company and Happy Valley Water) are both currently in use and will remain until completion.

3. Advisors and consultants: The function and involvement of Advisors is as follows:

- a. Serve if and as needed, as determined and approved by Board of Directors.
- b. Have a working knowledge, experience and understanding of overall system design, operation, water testing, financial and regulatory institutions.
- c. Advisors to be considered are those that have specialized knowledge that benefits the District.

4. Salaries:

The Board of Directors shall fix the salaries of the Water Master, Chief Operator and Secretary/Treasurer from time to time.

**Article 12. Contact Information**

The District will provide current contact information for its service representatives when requested.

These Rules and Regulations are approved by the Board of Directors on June 20, 2025 and can be updated and revised to meet specific needs of District.