



**Board of County Commissioners - Staff Report**

**Meeting Date:** October 1, 2024

**Submitting Dept:** Public Works

**Presenter:** Heather Overholser

**Subject:** Consideration of Agreement for Connection To and Use of Wilson Sewer District Facilities for the Stilson Transit Center

---

**Statement / Purpose:** To consider the Agreement for Connection to and Use of Wilson Sewer District facilities for the Stilson Transit Center.

**Background / Description (Pros & Cons):** The Wilson Sewer District (WSD) is a Wyoming Sewer District which owns and operates wastewater collection and transmission facilities within the boundaries of the District, which collect and transmit wastewater to treatment facilities operated by the Town of Jackson. The property on which the Stilson Transit Center will be constructed is located within the WSD boundaries. The Agreement provides permission for the Stilson Transit Center facility to connect to the WSD.

**Stakeholder Analysis & Involvement:** WSD Board and Town of Jackson.

**Fiscal Impact:** Per the Agreement, the connection fee is \$34,847.32, which will be covered by Transportation Alternative SPET funds and BUILD grant funds. In addition to the connection fee, the WSD will charge the County a monthly user fee. Because we have no historical usage data on which to base the fee, the WSD will charge \$534.59 per month for the first year. This amount is based upon a calculation of estimated gallons per day (3,120) and Equivalent Residential Units (7.09). The WSD Regulations allow for users to meter usage for one year, after which the WSD will consider a rate reduction (flat fee) based on actual data. The well control building will have a master meter and a separate irrigation meter so the data that will be submitted to the WSD after one year will be solely for the transit facility internal water usage and not irrigation water.

**Staff Impact:** Staff impact will be low.

**Legal Review:** Gingery

**Staff Input / Recommendation:** Staff recommends approval of the Agreement for Connection.

**Attachments:**

- Agreement for Connection to and Use of the Wilson Sewer District Facilities
- Regulations of Sewer Use of the Wilson Sewer District

**Suggested Motion:** I move to approve the Agreement for Connection to and Use of the Wilson Sewer District Facilities.

# AGREEMENT FOR CONNECTION TO AND USE OF WILSON SEWER DISTRICT FACILITIES

This Agreement is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Wilson Sewer District, a Wyoming Sewer District organized pursuant to W.S. § 41-10-101 et seq., of P.O. Box 1587, Afton, Wyoming 83110 (the "District") and \_\_\_\_\_ TETON COUNTY, WY, whose mailing address and telephone number is 307-732-8580 \_\_\_\_\_ Teton County Public Works, PO Box 3594, ("Outside User").  
Jackson, WY 83001,

**1. RECITALS.** The District is a Wyoming Sewer District which owns and operates wastewater collection and transmission facilities within the boundaries of the District, which collect and transmit wastewater to treatment facilities operated by the Town of Jackson. The Outside User owns property outside the boundaries of the District, which property is described in Exhibit A attached hereto and made a part hereof (the "Outside User's Property") and desires to connect to and utilize the collection and transmission facilities operated by the District. The parties have agreed to the terms and conditions for the connection and use of the District's facilities and execute this Agreement to set forth the terms and conditions of their agreement in writing.

**2. PERMISSION TO CONNECT TO DISTRICT SYSTEM.** The District agrees that the Outside User shall be permitted to connect wastewater disposal facilities on the Outside User's Property to the District's system, and the District agrees to receive wastewater generated on the Outside User's Property, and to transmit such wastewater to the Town of Jackson treatment system, subject to and on the terms and conditions set forth hereafter.

**3. PAYMENT OF CONNECTION FEE AND CONSTRUCTION OF LINES AND FACILITIES CONNECTING TO THE DISTRICT'S SYSTEM.** The Outside User agrees to pay a connection fee of <sup>thirty-four thousand eight hundred forty-seven</sup> \_\_\_\_\_ <sub>and thirty-two hundredth</sub> Dollars (\$ 34,847.32 ) for 7.09 Equivalent Residential Unit(s) (ERU) at the time of connection. Connection fee to be paid by current applicant X or paid in full by previous Outside User \_\_\_\_\_ (please check one). The Outside User agrees to construct and install, at the Outside User's sole expense, all lines and facilities necessary for connection to the District's system, in full compliance with all applicable District, Town of Jackson, Teton County and State of Wyoming rules and regulations. The District in its sole discretion may require that lines and facilities be of a size to accommodate

additional users. The Outside User shall obtain a building permit from Teton County, and shall provide a copy thereof to the District. The District shall be provided written documentation, certifying proper construction, promptly after the connection of the Outside User's property to the District's system.

**4. PAYMENT OF USER FEES / RIGHT OF DISTRICT TO FILE AND FORECLOSE LIEN.** The Outside User agrees to promptly pay user fees in accordance with the rules and regulations and fee schedules adopted by the District from time to time. The Outside User agrees to pay all costs incurred by the District in collecting user fees not paid within thirty (30) days of the date of billing, including reasonable attorney's fees, whether suit is brought or not. In addition, the District shall have the right to file and foreclose a lien against the Outside User's Property to collect delinquent user fees.

**5. EASEMENTS REQUIRED FOR CONNECTION.** The Outside User shall obtain all easements across third party property required for the connection of the Outside User's Property to the District's system. All easements required over third party property for sewer mains and manholes accepted by the District as provided in paragraph 8 shall be granted to the District and shall be in a form acceptable to the District.

**6. MAINTENANCE AND REPAIR.** The Outside User shall be responsible for the cost and expense of maintaining and repairing lines and facilities connecting the Outside User to the District's system, and all such maintenance and repair shall be in full compliance with applicable District rules and regulations.

**7. COMPLIANCE WITH RULES AND REGULATIONS REGARDING WASTEWATER DISCHARGE.** The Outside User shall comply with all applicable District, Town of Jackson, Teton County and State of Wyoming rules and regulations regarding wastewater discharged into the District's system.

**8. MAINTENANCE OF MAIN LINES AND MANHOLES.** The District may agree to assume ownership, operation and maintenance responsibilities for main lines and manholes that provide service to more than one property, if such facilities are constructed to District standards and all applicable easements have been granted to the District. The District

will only assume such responsibility by a separate written instrument executed by the District, and all Outside Users whose property utilizes the main lines and manholes.

**9. AGREEMENT TO ANNEX PROPERTY INTO DISTRICT BOUNDARIES.**

The Outside User agrees to the annexation of the Outside User's Property into the boundaries of the Wilson Sewer District, at such time as the District determines that sufficient properties are ready for annexation to justify the cost and expense of the annexation process.

**10. INDEMNIFICATION.** The Outside User agrees to indemnify and hold harmless the District from and against any and all loss, cost, liability, expense and/or cause of action arising out of or resulting from the Outside User's failure to maintain or repair its lines and facilities connecting to the District's system, or to comply with all applicable rules and regulations regarding wastewaters discharged into the District's system. This indemnification includes reasonable attorney's fees.

**11. VOLUNTARY TERMINATION / DISCONNECTION.** At any time prior to annexation of the Outside User's Property into the District, the Outside User shall have the right to terminate this Agreement and disconnect from the District's system upon not less than forty-five (45) days prior written notice to the District and proof of authorized alternative wastewater treatment and disposal permits. The Outside User shall be responsible for all costs and expenses associated with disconnection from the District's system.

**12. ENFORCEMENT.** This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event either party shall be required to bring an action to enforce its rights pursuant to this agreement, the substantially prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees, incurred.

**13. ENTIRE AGREEMENT/AMENDMENT.** This Agreement constitutes the entire agreement between the parties and it may not be amended except by agreement in writing signed by the parties hereto.

**14. BINDING/SEVERABILITY.** This Agreement shall be binding upon the parties hereto and their successors and assigns in interest of the facilities set forth herein. In the event any portion of this agreement shall be deemed unenforceable for any reason, such determination shall not affect the enforceability of any of the remainder of the provisions of this agreement, which shall remain in full force and effect.

**15. RIGHTS AND OBLIGATIONS APPURTENANT TO OUTSIDE USER'S PROPERTY.** The rights and obligations of the Outside User set forth herein shall be appurtenant to the Outside User's Property, and shall inure to the benefit of and shall be binding upon future owners of the Outside User's Property.

**16. CONSTRUCTION.** This Agreement shall be construed according to the laws of the State of Wyoming.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OUTSIDE USER:**

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WILSON SEWER DISTRICT,**  
A Wyoming Sewer District:

\_\_\_\_\_  
President

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as President of the Wilson Sewer District.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**REGULATIONS  
OF SEWER USE OF THE  
WILSON SEWER DISTRICT**

**ARTICLE I  
GENERAL**

1.1 Purpose and Intent.

a. These Regulations will provide for management and operation of the sewer systems of the Wilson Sewer District (the “District”), including additions thereto, will serve a public use, and are necessary to promote the health, safety, and general welfare of the inhabitants of the District.

b. The District sewer system is for the collection, treatment, and disposal of water contaminated by biodegradable wastes and is not for receiving flood waters, surface drainage, industrial process waters, nor discharge of water from above ground or underground sources, unless so contaminated.

c. These Regulations govern all District Users, whether or not those Users are located within or without the boundaries of the District.

1.2 Authority. The District is duly formed under the authority of Wyoming statute and is a governmental subdivision of the State of Wyoming and a body corporate with all the powers set forth in Wyo. Stat. §41-10-101 et. seq., as those statutes may be amended from time to time, as well as such additional, inherent or implied powers of a public or quasi municipal corporation.

**ARTICLE II  
DEFINITIONS**

2.1 Accessory Residential Unit (ARU) shall mean one (1) or more rooms, including a den or unfinished room, that is marketed and designed for sleeping or otherwise has potential to function primarily as a residence/dwelling – with private bathroom and any two of the following features:

- separate entrance and/or lock off capability
- kitchen sink
- stove
- refrigerator
- dishwasher
- laundry facilities

The ARU need not contain actual appliances if the connections are “roughed in”.

2.2 Biochemical oxygen demand, five day (BOD-5) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees Celsius, expressed in milligrams per liter.

2.3 Board shall mean the Board of Directors of the District.

2.4 Building sewer service line shall mean the piping from a building to the District sewer.

2.5 Certificate of Occupancy shall mean the Certificate of Occupancy issued by Teton County, Wyoming.

2.6 Connection Fee shall mean a charge for connecting a type of use to the District's facilities.

2.7 Connection Permit shall mean written permission of the Board of Directors to connect to a sewer line of the District pursuant to the Regulations of the District. For a District Connection Permit to remain valid, the following conditions must be met: (1) the permit application must be signed by the current property owner; (2) The permit must have been issued within the year following submission of the application; and (3) the permit may not be revoked.

2.8 County shall mean Teton County, Wyoming.

2.9 DEQ shall mean the State of Wyoming Department of Environmental Quality.

2.10 District shall mean the Wilson Sewer District.

2.11 District Manager shall mean the individual responsible for the operation and maintenance of sewer collection facilities, or his authorized deputy, agent, or representative.

2.12 District Sewer shall mean a common sewer controlled and owned by the Wilson Sewer District as shown on the District Sewer System Map (collection and transmission lines only as accepted by the Board).

2.13 ERU shall mean an equivalent residential unit, which is a unit of measure used to equate non-residential or multi-family residential water usage to a specific number of single-family residences within the District.

2.14 Floatable Oil is oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable fat if it is properly pretreated and/or the wastewater does not interfere with the collection system.

2.15 Garbage shall mean the animal and/or vegetable waste resulting from the handling, preparation, cooking, and serving of foods.

2.16 May is permissive (see Shall).

2.17 Outside User shall mean a User whose property lies outside the boundaries of the District who has successfully petitioned the Board to be annexed to the District.

2.18 pH shall mean the logarithm of the reciprocal of the hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water,



for example, has a Ph value of 7 and a hydrogen ion concentration of 0.0000001 milligrams per liter.

2.19 Properly shredded garbage shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the District sewer, with no particle greater than ½ inch (1.27 centimeters) in any dimension.

2.20 Sewage is the spent water of a community (see Wastewater).

2.21 Sewer shall mean a pipe or conduit that carries wastewater.

2.22 Shall is mandatory (see May).

2.23 Slug shall mean any discharge of water or wastewater which in the concentration of any given constituent may adversely affect the collection system and/or performance of the wastewater treatment facilities or a quantity of flow that exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

2.24 Storm Drain or Storm Sewer shall mean a drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.

2.25 Suspended Solids (SS) shall mean total suspended matter that either floats on the surface of, or is in suspension in, wastewater and that is removable by laboratory filtering as prescribed in the latest edition of “Standard Methods for the Examination of Water and Wastewater,” published by the American Public Health Association and referred to as nonfilterable residue.

2.26 Unpolluted Water is water of quality equal to or better than the Town of Jackson’s wastewater discharge limits in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

2.27 Wastewater shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions.

2.28 Wastewater Facilities shall mean the structures, equipment, and processes required to collect, carry away, and treat domestic wastes and dispose of the effluent.

2.29 User shall mean any person, partnership, corporation, governmental authority, or their lessees and tenants authorized to use District facilities under a Connection Permit and who is supplied with sewer service by the District.

**ARTICLE III  
USE OF PUBLIC SEWERS REQUIRED**

3.1 Requirement of Public Sewers. The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes situated within the District and within 400 feet of a District sewer is hereby required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper District sewer in accordance with the provisions of these Regulations within sixty (60) days after date of official notice to do so, except those properties that have an on-site wastewater disposal system in good working order designed, constructed, and maintained in accordance with County rules and regulations. Any on-site system within the District that is not functioning properly, or is polluting the groundwater as determined by the DEQ or Teton County, shall connect to the District's sewer system.

**ARTICLE IV  
CLASSIFICATIONS OF SEWER USE**

4.1 Classification of Use. Users of the District are classified as follows:

a. Residential Users:

i. Classification 1 – Major Residential. Major residential users consist of primary residential units greater than 1000 square feet.

ii. Classification 2 – Minor Residential and Accessory Residential. Minor and accessory residential users consist of primary residential units of 1000 square feet or less or ARUs as defined in Article II of these Regulations.

b. Commercial Users:

i. Classification 3 – Major Commercial. Major commercial users are commercial operations that generate sewage greater than 5 ERUs.

ii. Classification 4 – Minor Commercial. Minor commercial users are commercial operations that generate sewage of 5 ERUs or less.

**ARTICLE V  
CONNECTION TO DISTRICT FACILITIES**

5.1 Requirement for Connection Permit. No unauthorized person(s) shall uncover, make any connections with or opening into, use, enlarge their use, alter, or disturb any District sewer or appurtenance thereof without first obtaining a written Connection Permit from the District.

5.2 Application for Connection Permit. The owner or his agent shall make application for a Connection Permit on a special form furnished by the District. The permit

application shall be supplemented by plans, specifications, or other information considered pertinent in the judgment of the District. Any Permit may be revoked if the installation or use of a building sewer service line is not made in accordance with the Permit, these Regulations, any prescribed specification of the District or its engineer, or any regulation of the Board.

5.3 Connections Allowed Under Permit. Not more than one (1) connection to the District sewer mains shall be allowed under each Permit. A Permit shall be limited to one (1) unit or building. No combination of permits shall be allowed, and each sewer permit is separate from any other permit. A new Permit shall be required for any increase in use or change in use, including payment of additional connection fees. In the event of any increase in use and the failure to pay the additional connection fees assessed or to notify the District of the change, the user shall be subject to additional assessments and shall pay the Connection Fee applicable at the time that the District is ultimately paid rather than the one at the time that it accrued, together with interest at twelve (12%) percent per annum, attorney's fees, and other reasonable costs of collection.

5.4 Responsibility Under Permit. No Permit issued by the District shall be taken as authority for the making of any cut in a public road or street, nor in lieu of any permit required by any other regulatory body.

5.5 Costs and Expenses. All costs and expenses incidental to the installation and connection of the building sewer service line to the District sewer shall be borne by the user. The user shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation or connection. The user shall pay all costs for installing sewer feeder service.

5.6 Existing Building Sewer. Existing building sewer lines may be used in connection with new buildings only when they are found, on examination and test by the District, to meet all requirements of these Regulations.

5.7 Conformity with Codes and Rules and Regulations. The size, slope, alignment, materials of construction of all sewer lines, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the particular Plumbing Code(s) adopted by the Town of Jackson, the Town of Jackson Public Utility Standards, the Wyoming Public Works Standard Specifications, and/or other applicable Rules and Regulations of the District and the State of Wyoming.

5.8 Elevation of Building Sewer Service Line. Whenever possible, the building sewer service line shall be brought to the building at an elevation below the basement floor or crawlspace. In all buildings in which any building sewer is too low to permit gravity flow to the District sewer, sewage carried by such building sewer shall be lifted at user's expense by an approved means and discharged to the District sewer.

5.9 Connection to a Building Sewer Service Line or Building Drain. No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer service line or building drain which in turn is connected directly or indirectly to a District sewer unless such connection is approved by the District for purposes of disposal of polluted water.

5.10 Connection of Building Sewer Service Line. The connection of a building sewer service line into the District sewer shall conform to the requirements of the Regulations and specifications of the District. All such connections shall be made gastight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the District before installation.

5.11 Inspection of Building Sewer Service Line. The user or his agent for the Connection Permit shall notify the District when the building sewer service line is ready for inspection and connection to the District sewer. The connection and testing shall be made under the supervision of the District or its representative.

5.12 Excavations for Sewer Installation. Any excavations for sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the District and all persons or agencies having jurisdiction over the same.

5.13 Assessment. All applicants issued a Connection Permit shall be assessed a connection fee as established by the District. At the discretion of the District, a portion, or all of the connection fee, shall be due prior to issuance of the Connection Permit.

5.14 Addition of Fixtures to or Changes. Upon the addition of fixtures to or changes in the use of building or other facilities already connected to the District's facilities, an additional incremental connection fee shall be due and payable forthwith according to the current Schedule of Rates adopted by the District.

5.15 Repair of any Sewer. All excavation, trenching, pavement cutting, pipe bedding, compacting, patching, repairing, restoration, and backfilling, or other disturbance of the surface caused by the construction, inspection, maintenance, repair of any sewer, or its appurtenances, shall be subject to inspection and shall be in conformity with the standards of the District, the subdivision homeowners association, Teton County Road Department, or the requirements of any holder of the easement in which a sewer line is situated.

5.16 Transfer of Connection Permit to Purchaser of Property.

a. In the event an owner has paid the Connection Permit Fee, has not hooked into the sewer tap, and then subsequently sells the property in a bona fide, arm's length transaction, the new purchaser shall automatically be afforded an additional sixty (60) day extension from the expiration of the Connection Permit to connect to the sewer tap provided that at the time of closing there is less than sixty (60) days remaining on the permit.

b. The purchaser shall be deemed to be an assignee under the permit application form and shall be personally bound by all terms and conditions contained therein the same as if the purchaser had signed the permit application form. It shall be the duty of the selling owner to notify the purchaser of the permit application, its terms and conditions, and the permit application date.

5.17 Connection Fees for Outside Users. The Board may adopt, and thereafter amend at its discretion, a separate connection fee schedule for Outside Users.

5.18 Revocation of Connection Permit. A Connection Permit may be revoked if, after one year from the date of issuance, no proof of a Certificate of Occupancy has been provided to the District.

a. In the event a Connection Permit is revoked, there will be no restitution or reimbursement for the connection fee.

b. A Connection Permit may be extended for a period of one (1) year at the Board's sole discretion if requested in writing to the Wilson Sewer District Board of Directors and by payment of a permit extension fee equal to 10% of the original connection fee or any other fee approved by the Board.

## **ARTICLE VI USE OF THE DISTRICT SEWER SYSTEMS**

6.1 Discharge Matters. No person(s) shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, or cooling water to any District sewer, except that unpolluted commercial cooling water or process waters may be discharged, on approval of the District, to a District sewer or natural outlet, except as provided for in Section 4.3.

6.2 Water and Wastes not Allowed for Discharge. Except as provided for in Section 6.3, no person(s) shall discharge or cause to be discharged any of the following described water or wastes to any District sewers:

a. Any gasoline, kerosene, naphtha, fuel oil, other petroleum distillates, or other flammable or explosive liquid, solid, or gas.

b. Any water containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to contaminate the wastewater in the District's system, interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in or have an adverse effect on the waters receiving any discharge from the treatment works.

c. Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the wastewater works.

d. Solid or viscous substances in such quantities or of such size capable of causing obstruction to the flow in sewers and/or interfering with the proper operation of the wastewater treatment facilities.

e. Wastewater having a temperature higher than 150 Fahrenheit (65 Celsius).

f. Wastewater containing more than twenty-five (25) milligrams per liter of petroleum oil, nonbiodegradable cutting oils, or products of mineral oil origin.

- g. Wastewater from commercial buildings containing floatable oils, fat, or grease.
- h. Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
- i. Any waters or wastes containing iron, chromium, copper, zinc, cadmium, mercury, silver, and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the District for such materials.
- j. Any waters or wastes containing odor-producing substances exceeding limits, which may be established by the District.
- k. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the District in compliance with applicable state or federal regulations.
- l. Quantities of flow, concentrations of flow, or both, which constitute a “slug” as defined herein (see Article I Definitions).
- m. Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge.
- n. Any water or wastes which, by interaction with other water or wastes in the District sewer system, release obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.
- o. Any substances containing phenol or any phenol-structured chemical compound (for instance, pentachlorophenol, 2, 4-dichlorophenol, etc.).
- p. Any discharge of paints, paint residues, thinners, cleaners, wood stains, or wood preservatives.
- q. Any discharge containing herbicides, pesticides, or fungicides.
- r. Any discharge of chlorinated hydrocarbons and similar solvents.
- s. Any discharge of benzene, toluene, xylene, cumene, and derivatives, or materials containing such substances.
- t. Any waters or wastes containing ethylene glycol or other similar antifreezes, and

u. Any waters or wastes containing chlorine or bromine-based cleaners or disinfectants that have not been treated to neutralize them to a non-toxic form.

6.3 Alternative to Discharge of Waters or Wastes. If any waters or wastes enumerated in Section 4.2, above, are proposed to be discharged to the District sewers, the District may do any or all of the following:

- a. Reject the wastes.
- b. Require pretreatment to be in an acceptable condition for discharge to the District sewers.
- c. Require control over the quantities and rates of discharge, and/or
- d. Require payment to cover the added cost of handling and treating the wastes not covered by existing sewer charges or surcharges.

When considering the above alternatives, the District will give consideration to the economic impact of each alternative on the discharger. If the District permits the pretreatment of equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the District.

6.4 Requirement of Interceptors. Grease, oil, and sand interceptors shall be required when, in the opinion of the District, they are necessary for the proper handling of liquid wastes containing floatable oil, fat, or grease in excessive amounts or any flammable wastes, sand, or other harmful ingredients, except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the District and shall be located so as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the users shall be responsible for the proper removal and disposal by appropriate means of the captured material.

6.5 Requirement of Pretreatment or Flow-Equalizing Facilities. Where pretreatment or flow-equalizing facilities are required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the user at the user's expense.

6.6 Information Required of User. The District may require a user of sewer services to provide information needed to determine compliance with these Regulations. These requirements may include, but are not limited to:

- a. Wastewaters discharge peak rate and volume over a specified time period.
- b. Chemical analyses of wastewaters.
- c. Information on raw materials, processes, and products affecting wastewater volume and quality.
- d. Quantity and disposition of specific liquid, sludge, oil, solvent, or other materials important to sewer use control.

e. A plot of sewers on the user's property showing sewer and pretreatment equipment locations.

f. Details of wastewater pretreatment equipment, and

g. Details of system to prevent and control the losses of materials through spills to the District sewer.

6.7 Measurements, Tests, and Analyses of Waters and Wastes. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in these Regulations shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association. Sampling methods, location, times, durations, and frequencies are to be determined on an individual basis subject to approval by the District.

6.8 Interpretation of Article VI. No statement contained in this Article shall be construed as preventing any special agreement or arrangement between the District and any commercial user whereby a commercial waste of unusual strength or character may be accepted by the District for treatment.

6.9 Damage to Sewer System. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, make any connection without permit, or tamper with any structure, appurtenance, or equipment of the District sewer system.

6.10 Depth of Bury. Building sewer service lines shall be installed with a minimum of three (3) feet of cover. Building sewer service lines with less than five (5) feet of cover shall be insulated in accordance with the District's standards. It is noted that additional cover may be required at the specific locations in order to avoid potential freezing or crushing of service lines.

6.11 Responsibility of User for Maintaining Building Sewer Service Line. Each user shall be responsible for maintaining the entire length of his building sewer service line. Leaks in the service lines shall be repaired by the users within seventy-two (72) hours of notification of such condition, or the District shall have authority to repair the leak and bill the users for the resulting costs or shut off the leaking line.

6.12 Authorization by District Before Disconnection of Sewer Service. No sewer service line connected with the District mains shall be disconnected therefrom without the authorization of the District, who shall specify as to how the same shall be disconnected.

6.13 Water Conservation and Bleeding of Water. It shall be the District's policy to minimize water wastage both from the standpoints of water conservation and wastewater treatment.

All new water systems, beginning from the date of adoption of these Regulations, shall be installed so that bleeding of water is not necessary to prevent freezing. Bleeding or leakage of water to prevent freezing is not permitted and shall be cause for disconnection of services and/or installation of a water meter unless specifically authorized in writing by the District. The District may assess additional service fees for anyone who bleeds lines.



## **ARTICLE VII RATES AND CHARGES**

7.1 General. The Board shall establish fees, rates, and charges for the services of the District according to a fee schedule approved by the District. For the purposes of levying fair, uniform, and equitable charges, the fee schedule shall reflect the Classifications of Sewer Use set forth in Article IV.

7.2 Water Meter Use Allowed for Classification 3 - Major Commercial Users. Users classified as “Classification 3 -- Major Commercial” may choose to install, at their sole cost and expense, a water meter. Each water meter must be approved by the District after inspection. If a water meter is used, the District will assume that all water is discharged as wastewater unless irrigation water is metered separately. The Board shall set rates for metered use. Major commercial users who do not elect to install a water meter or whose water meter is not approved by the District will be charged rates, costs and fees as set forth in the approved rate schedule.

7.3 Statements. Statements for all charges shall be rendered monthly or quarterly, as determined by the District. Charges for late payments, turn-on, service line repairs, etc., shall be added to the statements. Bills are payable within thirty (30) days of postmark. Interest on delinquencies from any date due at a rate not exceeding one and one-half (1½%) percent per month, or fraction thereof, reasonable attorney’s fees, and other costs of collection may be assessed.

7.4 Lien on Property. Pursuant to Wyo. Stat. §41-10-113(xxi), all rates, fees, and charges shall constitute a first and perpetual lien on or against the property being served until paid. These charges may include, but are not limited to: disconnection fees, reconnection fees, bookkeeping and accounting costs, attorney’s fees, lien filing fees, labor, and contractor fees. Any such lien may be foreclosed in the manner provided by the laws of the State of Wyoming for the foreclosure of mechanics' liens, or by other laws of the State of Wyoming. All costs relating to said liens incurred will hold both the user and the property owner(s), jointly and severally, liable for all charges appurtenant to sewer service. Before any subject lien is foreclosed, the District shall hold a Hearing thereon, after notice thereof by publication and by registered, first-class mail addressed to the last known owner or user at his last known address according to the records of the District and the Assessment Roll of the County.

7.5 Delinquent Accounts. If an account is six (6) months in arrears, a letter of notification of overdue account will be sent to the User’s address on file with the District. If payment in full of the overdue account is not arranged by the 30<sup>th</sup> day of the month after issuance of the notification letter, service may be disconnected under the following conditions:

a. All fees, labor, equipment costs, and supplies for the disconnection shall be paid by the users of the property.

b. A flat rate of one thousand five hundred dollars (\$1,500.00), each, or such other fee approved by the District, for disconnection will be assessed by the District to cover general costs in addition to the above fee, labor, equipment costs, and supplies.

c. All fees, labor, equipment costs, and supplies shall be paid by the Users of subject property for reconnection of service, and the person or contractor doing the work must be pre-approved by the District. The work must be inspected by a designated representative of the District prior to acceptance by the District.

d. A flat rate of one thousand five hundred dollars (\$1,500.00) each, or such other fee as approved by the District, for reconnection will be assessed by the District to cover general costs in addition to the fees, labor, equipment costs, and supply costs.

e. All fees and charges for disconnection and reconnection, as well as back service fees, must be paid in advance prior to reconnection of a service disconnected as a result of overdue accounts.

f. Should fees not be paid and the service disconnected, the users may lose any interest or rights in the connection fees, and if service is requested for the future, the fees in effect at the time of such request must be paid.

7.6 Change of Fees in Rate Schedule. The Board may, at its discretion, increase or decrease the connection, incremental connection fee, disconnect fee, and any other charges, rates and/or fees for Users connected to the District's sewer system. Prior to modifying any of the established fees or rates, the Board shall review the total annual cost of operation and maintenance, as well as the number of users being served by the District, and shall thereafter revise the service fees to best ensure equity of service fees established herein and to ensure that sufficient funds are obtained to adequately operate and maintain the District's sewer system.

7.7 Schedule of Rates. The established rates, fees, and charges for connection to and utilization of the services provided by the District shall be as adopted by separate Resolution of the Board and as periodically revised by the adoption of subsequent Resolutions by the Board.

7.8 Imposition of User Fees. User fees shall be imposed after the receipt of a Certificate of Occupancy or upon discharge to the Wilson sewer system, whichever occurs first.

## **ARTICLE VIII POWERS AND AUTHORITY OF INSPECTORS**

8.1 Entrance on Properties. The District Manager and other duly authorized employees of the District bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing pertinent to operation of the District systems in accordance with the provisions of these Regulations.

8.2 Entrance on Private and Public Properties. The District Manager and other duly authorized employees of the District bearing proper credentials and identification shall be permitted to enter all private and public properties through which the District holds an easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, construction, repair, and maintenance of any portion of the facilities lying within said easement.

## **ARTICLE IX ENFORCEMENT**

9.1 Disconnection. Service to any user may be disconnected for any of the following reasons:

- a. For the violation of any provision of these Regulations.
- b. For misrepresentation in application as to property or fixtures to be served or the use to be made of the sewer system.
- c. For the use of sewer on any property or any purpose other than that described in the application.
- d. Under flat rate service, for adding to the property or fixtures, or for changing the use to be made of the sewer system, without notice to and the consent of the District,
- e. Where an account is six (6) or more months in arrears, after notice has been provided to the User.
- f. Where two (2) or more families, places of business, or offices in a single building are supplied with sewer through a single service line, and the owner of the building or his duly authorized agent fails or refuses to sign an application for service, or fails to pay the bills for sewer when due, or fails to abide by all the Regulations of the District, service may be discontinued, but no such action involving the shutting off of the sewer supply of an innocent consumer shall be taken without first affording the tenants of the premises opportunity to make a new application for supply of sewer through a separate service line.

9.2 Violation of Regulations. Any person violating any of the provisions of these Regulations shall become liable to the Board of Directors of the District for any expense, loss, or damage caused by reason of such violation. In collection of such expense, the Board shall be entitled to all costs of collection which may include but not be limited to: disconnection fees, reconnection fees, bookkeeping and accounting costs, attorney's fees, lien filing fees, labor, and contractor fees which shall accrue interest at twelve (12%) percent per annum.

Any person found to be violating any of the provisions of these Regulations except for nonpayment of service fees shall be mailed a written notice stating the nature of the violation and providing a reasonable time, not to exceed thirty (30) days, for satisfactory correcting of the violation.

9.3 Injunctive Action. These Regulations shall be enforceable by the District by injunctive action in addition to all other legal remedies.

9.4 Specific Violation of Article VI, Section 6.2.

a. For each incident of violation involving discharge of prohibited substances by any person(s) into the District sewer system at any location not within private property boundaries, the perpetrator shall be liable to a fine of two thousand five hundred dollars (\$2,500.00) imposed by the District in addition to investigative costs, laboratory analysis costs, legal fees, court charges, remedial action costs, and any other associated costs incurred by the District arising from the violation.

b. The term “Owner” as applied in this section is defined to include individual and joint-owners, multiple owners, including all unit owners in a condominium, partnerships, corporations, or whoever may be the owner(s) of record of the given property connected to the District sewer system as of the date of a violation.

c. The Owner(s) shall be responsible for violations set forth in this section occurring on the Owner’s property due to actions of the Owner or the actions of family, guests, visitors, renters, lessees, employees, property managers and their employees, contractors and their employees, trespassers, or others gaining access to the property.

d. For each incident of violation involving discharge of prohibited substances originating on private property, the Owner(s) shall be liable to a fine imposed by the District of up to two thousand five hundred dollars (\$2,500.00) in addition to all costs incurred by the District arising from the violation.

## **ARTICLE X AMENDMENTS**

10.1 Amendments. These Regulations may be altered, amended, repealed, or reenacted at any regular meeting of the Board of Directors of said District or any special meeting of the Board called for that purpose. Prior to amending these Regulations, the Board shall give at least forty-five (45) days notice and opportunity to object in the manner provided by, and containing the information required under the Wyoming Administrative Procedures Act, Wyo. Stat. §16-3-103(a)(i).

## **ARTICLE XI VALIDITY**

11.1 Repeal of Regulations. All Regulations or parts of Regulations in conflict herewith are hereby repealed.

11.2 Invalid or Unenforceable. If any section, subsection, paragraph, clause, or other provision of these Regulations shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or other provision shall not affect any of the remaining provisions.

## **ARTICLE XII REGULATIONS IN FORCE**

12.1 Effective Date. In accordance with Wyoming Statute, §16-3-104, these Regulations shall be in full force and effect from and after its passage.

12.2 Adoption. Passed and adopted by the Wilson Sewer District Board of Directors, Teton County, State of Wyoming, on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

Ayes: \_\_\_\_\_ Namely: \_\_\_\_\_

Nays: \_\_\_\_\_ Namely: \_\_\_\_\_

Absent: \_\_\_\_\_ Namely: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WILSON SEWER DISTRICT

BY: \_\_\_\_\_  
Anthony Wall, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary