

Star Valley Ranch Association, Inc.
The Town of *Star Valley Ranch, Wyoming*

Emergency Services Agreement

The purpose of this agreement is to minimize the disruption to the supply of culinary water to SVRA Members and Town Residents until the Town is able to expand its source water supply and storage systems.

The Association will continue to provide existing and available untreated water to meet the culinary water demands of the SVRA Members and Town Residents living within the current boundaries of the Town of Star Valley Ranch and those taps defined in the Final Settlement Agreement Between Star Valley Ranch Association and Leisure Valley, Inc. Dated August 10, 1998 (FINAL SETTLEMENT AGREEMENT) following the conditions set forth below:

Duration –

This document and the conditions set forth will remain in effect until such time as the Town has the water supply and storage necessary to meet the culinary needs of the residents within the current boundaries of the Town/Association and until such time as the Town is able to obtain adequate funding and construct the necessary infrastructure improvements to fully separate the systems. The Town has the right to cancel this agreement with a thirty (30) day notice at any time.

Water Conservation Plan –

The Town will enforce its Ordinance 2007-02, Appendix 4-1, Water Conservation Plan, (Attachment A). The Star Valley Ranch Association will implement and enforce, to the extent of its legal authority, the SVRA Water Conservation Plan (Attachment B).

Ingress Authority –

The Association agrees to allow the Town access to those portions of the Green Canyon system required to maintain the Association's water supply and storage systems in a culinary condition. Access would also be granted to the pressure-reducing valve known as Lower Green PRV # 11 and the pressure sustaining valve (PSV) #22 until the Town is able to supply those sections of the Ranch from its own water sources. Should the Town need access to these points, said need shall first be communicated to the Association.

Culinary Water Services-

The Association will provide storage and transmission of untreated water to the extent available to the culinary system until the Town is able to supply water to the community from its own water sources and storage facilities.

The Association will continue to supply untreated water to the Town's culinary water system through the line connected to the Green Canyon transmission line at the pressure-reducing valve known as Lower Green PRV, # 11 and the pressure sustaining valve #22 until the Town is able to supply those sections of the Ranch from its own water sources.

The Town will be responsible for testing and maintaining, in culinary condition, all water received from the Association.

The Association hereby agrees to supply and store any surplus untreated spring water, defined as water in excess of the amount needed by the Association for the normal maintenance and care of the Association common areas, to the SVRA Members, Town Residents and those taps defined in the Final Settlement Agreement Between Star Valley Ranch Association and Leisure Valley, Inc. Dated August 10, 1998 (FINAL SETTLEMENT AGREEMENT) using the Town's distribution system.

The Association hereby agrees that it will aggressively defend its appropriated share of water rights.

Emergency Water Condition (EWC) Definition–

A water shortage condition exists when the demand for culinary water exceeds the Town's maximum supply after the Water Conservation Plan is instituted and enforced at any level and the Town's water sources are being used to their capability.

Emergency Water Supply –

During an EWC the Association, to the best of its ability, hereby agrees to provide the community, on a first priority basis, untreated water from Green Canyon Springs and the Cedar Creek well to assist in meeting the culinary water needs. In an EWC, the Town agrees to assume the actual billed electrical and repair costs for operation of the Cedar Creek Well during the period of time that water is being provided to the Town's water system.

Aspen Hills Water Conservation Project -

The Association agrees to make reasonable efforts to comply with the Wyoming Water Development Commission's request to remedy the waste of water at the Aspen Hills Golf Course as funds become available. If the Association has adequate resources to service a note this project will be started the fall of 2007.

Compensation to the Association for Services under this Agreement –

The Town of Star Valley Ranch, WY, in exchange for the services and obligations created under this agreement, hereby agrees to pay the Star Valley Ranch Association, Inc. the following amounts on or before July 31ST of each year. The Town of Star Valley Ranch may due to lack of funds or completion of construction of wells, storage and infrastructures with 60 days written notice, cancel any or all of the following services effective June 30th of each year with no penalties.

| | |
|-----------------------------------|----------|
| Storage Tank – Benefit: | \$42,000 |
| Emergency Water Supply - Benefit: | \$14,960 |
| Culinary Water Supply – Benefit: | \$11,840 |
| Service to Plats: | \$17,700 |

ENTIRE AGREEMENT: The Parties warrant that no promise, inducement or agreement not expressed herein has been made to them in connection with this Agreement. This Agreement contains the entire agreement between the Parties and supersedes all previous agreements between the parties. All prior negotiations, and discussions are merged herein as expressed by the written terms set forth herein, and/or in any Exhibits identified and/or incorporated herein by reference. This Agreement may not be modified, changed or altered in any way except in a writing signed by the Parties or their authorized representatives, which sets forth the change(s) to be made, and the intent of the Parties to modify or amend this Agreement.

PARTIAL INVALIDITY AND SEVERABILITY: If any provision of this Agreement, by way of this Instrument or otherwise, or the application thereof, shall for any reason and to any extent be found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement with all remaining clauses, directives, provisions, Parties, and circumstances, with any application thereof, shall continue in full force to the maximum extent permissible under applicable law.

SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the Parties, including their successors and assigns.

GOVERNING LAW, JURISDICTION AND VENUE: This instrument shall be governed by the laws of the State of Wyoming. The Parties submit to the sole jurisdiction and venue of the courts of the State of Wyoming to resolve any disputes arising under this Agreement.

BREACH: In the event that any Party shall breach any obligation hereunder, the Party in breach shall be liable to the other Party for all reasonable expenses, including attorneys' fees, incurred in the enforcement of the obligations created by this Agreement.

AUTHORITY TO SIGN: The Parties warrant and represent that the individuals whose signatures appear below have been duly authorized to enter into this Agreement on behalf of each Party for whom they sign.

COOPERATION OF PARTIES: The Parties agree to fully cooperate with one another through counsel or otherwise in the execution of this Agreement and in every other way necessary or proper to ensure that this Agreement is carried out in accordance with the terms set forth herein.

EFFECTIVE DATE: This Agreement shall be effective as of May 31, 2007 at 11:59 pm.

Dated this _____ day of May, 2007.

TOWN OF STAR VALLEY RANCH

STAR VALLEY RANCH ASSOCIATION

By: Boyd Siddoway, Mayor

By: Joe Angelovic, Chairman

THE STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Boyd Siddoway, who appeared before me and was personally known to me, and was by whom duly sworn and upon oath represented that he was the Mayor of The Town of Star Valley Ranch, that the instrument was signed on behalf of The Town of Star Valley Ranch, by the authority of the board of directors or trustees thereof, acknowledged the instrument to be the free act and deed of The Town of Star Valley Ranch, this _____ day of May, 2007.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

THE STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Joe Angelovic, who appeared before me and was personally known to me, and was by whom duly sworn and upon oath represented that he was the Chairman of the Board of Directors of Star Valley Ranch Association, Inc., that the instrument was signed on behalf of Star Valley Ranch Association, Inc, by the authority of the board of directors or trustees thereof, acknowledged the instrument to be the free act and deed of Star Valley Ranch Association, Inc, this _____ day of May, 2007.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

(Attachment A)

The Town of
Star Valley Ranch, Wyoming

ORDINANCE: 2007-02

APPENDIX 4-1 – WATER CONSERVATION PLAN

While the Town of Star Valley Ranch does not want to be accused of crying “wolf”, we do feel the need to be prepared in case of an emergency or water shortage. This Water Conservation Plan is designed to provide the assistance and support necessary for the Town to exercise proper stewardship over the community’s water resources.

Although water conservation can be imposed on the public, it must be voluntarily and willingly accepted as a shared responsibility between the water providers and the water users of the Town to be truly effective. The Town can succeed in meeting its long-term water conservation and supply goals and its commitment to maintaining Star Valley Ranch's status as a desirable place to live only if water users are willing to embrace and practice a conservation life style.

This Water Conservation Plan will remain in effect for at least the time period required for the Town to develop and implement additional water sources and storage to meet the Town water user’s demand, successfully install meters on all services, and establish and bill for water usage based on a metered usage. While the Town believes this will take approximately three years, many of the factors critical to meeting this time period are not under the control of the Town.

1. Educational Programs –

- Emails
- Website Articles
- Flyers
- Membership Mailing of Water Ordinances and Resolutions
- Newsletter Articles
- Newspaper Articles
- Town Hall Conservation Awareness Meeting / Classes
- Town Entrance / Speed Sign Poles – Top Flagged
 - Yellow – Level I
 - Orange – Level II
 - Red – Level III
- Possible “Incentive” Program (Conservation Citizen of the Year)

1. Town Preparedness –

Community Water Advisory Committee

(Recommendations of Water Emergency Classification to the Mayor)

Chaired by the Councilman assigned the Utilities Department

The Town Council recommends individuals with input from the

SVRA Board of Directors

Selected by Mayor

Confirmed by the Council

Ordinances

Mayor's Authority to Declare Water Emergency

Excessive "water use" regulations and fines (All water users)

First Offense of the water year (April thru March): Written Warning

Second Offense of the water year: \$100.00 Fine

Third Offense of the water year: \$750.00 Fine per incident

Fourth Offense of the water year Maximum allowed by law

(Potentially, the inclusion of water "cut-offs")

Resolutions

Creation and Appointment of "Special Municipal Officer"

Creation and Appointment of a Municipal Court with Judge

Inspect and test water wells to produce maximum capacity

Contract "Leak Test" Project

2. Water Shortage Classifications –

The following "Levels" are guidelines, set and based upon the advice of the Community Water Advisory Committee, however, the Mayor may increase the declared "Level" based on a perceived pending public health and safety issue.

"On Going Conservation"

Education

No water hookups without a building permit

Request

Drought resistant landscaping projects.

Repair home leaks

Install water saving devices

“Level I – Moderate” YELLOW

(Storage tanks are not refilling in a 24 hour period, but have a high level mark of at least 50% of capacity during that period)

On going conservation measures plus:

Initiate alternate day home lawn irrigation based on street address

Daily watering period limited to 7:00 PM thru 7:00 AM

No open end hose watering, must use a sprinkling device

Maximum of one hour per sprinkler setting (location or area)

No watering on weekends or evening before federal and state holidays

- outside watering limited to Sunday 7:00 PM thru Friday 7:00 AM

No washing of vehicles, driveways or any outside cleaning with water

No recharging of yard fountains or artificial streams

Request

Golf Course and irrigation of “non-golf common property” watering limited to 7:00 PM thru 7:00 AM, Sunday 7:00 PM thru Friday 7:00 AM

Limit indoor water use

“Level II – High” ORANGE

(Following a minimum of three (3) straight days of “Moderate Condition” OR tanks are less than 10% of capacity)

Level I measures plus:

No landscape irrigation

Deferral of new water service connections

Request:

Limit toilet flushing

Collect warm-up water for use on plants

Full load washing machine only

Full load dish washing only

Reduce bath water level and shower time by ½

“Level III – Extremely High” RED

(Negative supply to demand or a minimum of three (3) days of Level II)

Level II measures plus:

No outside watering.

Request:

Drink or wash with “warm-up” / “cool down” water

Limit domestic use

1 bath / week / person

No washing machines (clothes or dishes)

(Attachment B)

Star Valley Ranch Association

WATER CONSERVATION PLAN

(This plan will be evaluated and updated frequently during the summer as new data becomes available and actual practices are evaluated.)

The Town of Star Valley Ranch and the Star Valley Ranch Association do not want to be accused of crying “wolf”, however the community must be prepared to address any potential water shortage. Star Valley Ranch’s status as a desirable place to live will continue only if water users are willing to embrace and practice a conservation lifestyle.

Water conservation can be legally imposed on the public but, to be most effective, conservation measures must be willingly accepted as a personal responsibility by the water users.

This Water Conservation Plan will be in effect when water shortages have been declared as described in the Town’s Water Conservation Ordinance.

Under this plan the Star Valley Ranch Association will

1. Assist the Town with Educational Programs through
 - Emails
 - Website Articles
 - Flyers
 - Membership Mailing of Water Ordinances and Resolutions
 - Discussions and reminders at meetings
2. Welcome Packets for all new members will include all Town Water Ordinances, Resolutions and Educational Materials.
3. In times of declared water shortage the top line of all marquees and the SVRA Association News will be used to announce the classification of the water shortage and other water conservation information.
4. Announcements of water shortages will be incorporated into SVRA “CB” announcements.
5. Management of the common areas will conform to procedures described for the declared level of water shortage.

SVRA Procedures at Various Water Shortage Classifications

“On Going Conservation”

- Assist with Education

“Level I – Moderate” YELLOW

- Recharge only existing golf course ponds used for irrigation
- Cedar Creek Golf Course and irrigation of “non-golf common property” watering limited to 7:00 PM thru 7:00 AM. Aspen Hills Golf Course also will follow this watering plan once a new system with timers is installed.

“Level II – High” ORANGE

- Level I measures plus:
- Eliminate all irrigation of non-golf common property
- Watering will be reduced on Cedar Creek Golf Course and limited to 7:00 PM thru 7:00 AM. Aspen Hills Golf Course also will follow this watering plan once a new system with timers is installed.

“Level III – Extremely High” RED

- Level II measures plus:
- Guarantee that the first water rights in Green Canyon (385 gpm) are dedicated to the Town’s culinary system.
- No fairway watering on golf courses.