

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

DRAFT

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 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 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, as well as those obligations for services as previously defined in the “Final Settlement Agreement Between Star Valley Ranch Association and Leisure Valley, Inc. Dated August 10, 1998,” 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 any time following the payment of the final installment.

Water Conservation Plan –

The Town will implement and enforce the attached Water Conservation Plan. (See Attachment A – Water Conservation Plan)

Ingress Authority –

The Association agrees to allow the Town access to maintain the Association’s water supply and storage systems in a culinary condition. In the event that any valve or water control apparatus should need to be opened, closed, or the flow of water modified in any way from any point in the Associations water supply and storage system, said need shall be communicated to the Association for action. Association agrees to authorize or execute the request within two (2) hours. The Town has the authority in an emergency situation to bypass the request, however the Town will notify the Association as soon as practical of the incident.

Culinary Water Services-

The Association will continue to supply and store water for the Town’s culinary water system as required until the Town is able to supply the community from the Town’s own water sources and storage facilities.

Excess Water –

The Association hereby agrees to supply any surplus 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 using the Town’s distribution system. The Association hereby agrees that it shall take measures to aggressively defend its appropriated share of water rights.

Emergency Water Condition (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 full capacity.

Emergency Water Supply –

During an Emergency Water Condition the Association, to the best of its ability, hereby agrees to provide the membership with water from Green Canyon Springs and the Cedar Creek well, using the Town’s distribution system, to assist in meeting the culinary water needs. In an Emergency Water Condition, the Town agrees to assume the actual billed electrical costs for operation of the Cedar Creek Well.

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.

Inventories, Equipment and Facilities –

The Association agrees to include the following as part of this agreement:

The Sale of:

Existing Culinary Water Inventory of parts, tools and etc.

Culinary Water Equipment

(Backhoes and Service Truck)

Road Work Equipment

(Trucks, Tractors, Roller and Associated Accessories)

The Use of:

Maintenance Yard, Building and Airport Storage area for three (3) years (Propane and Electrical Power NOT included)

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 amount of \$350,000;

First Payment	(July 1, 2007) =	\$200,000
Second Payment	(July 1, 2008) =	\$150,000

The Town of
Star Valley Ranch, Wyoming
Star Valley Ranch Association

JOINT WATER CONSERVATION PLAN

While neither the Town of Star Valley Ranch nor the Star Valley Ranch Association 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 and Association 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 maintain Star Valley Ranch's status as a desirable place to live only if water users are willing to embrace and practice a conservation lifestyle.

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 users’ 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 Meetings and Classes
- Town Entrance and Speed Sign Poles – Top Flagged
 - Yellow – Level I
 - Orange – Level II
 - Red – Level III
- Possible “Incentive” Program (Conservation Citizen of the Year)

1. Association Preparedness –

Welcome Packet to include all Town Water Educational Material, Ordinances and Resolutions

Marquees (all) - The top line reserved exclusively for water conservation information and/or declared “level” of conservation

SVRA Summer “CB” announcements of Shortage Levels

Architectural Committee

No plans approved without identified and “inspection enforced” water conservation appliances before sign-off of completion.

Applicant signed “warning” that all outside landscaping and planting must be drought resistant plantings or delayed until conservation enforcement is lifted.

Common Area Management and Operators

Educational program of watering limits and requirement to conform.

2. 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 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

(with possible 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

3. 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 evenings 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

No recharging of golf course ponds (exception; pre-approved ponds used for storage of irrigation water)

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

Request

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

Eliminate all irrigation of non-golf common property

Golf Course watering limited to Greens and tees only 7:00 PM thru 7:00 AM

Sunday 7:00 PM thru Friday 7:00 AM only

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.

No golf course watering.

Request:

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

Limit domestic use

1 bath per week per person

No washing machines (clothes or dishes)