

# Absarokee Water Sewer District

PO Box 365 ~ Absarokee MT 59001-0365 ~ 406.328.4748

## HOME OWNER APPLICATION FOR WATER SERVICE AND WATER USERS' AGREEMENT

The undersigned, being the owner of land located within the Absarokee Water and Sewer District, hereby makes application to said District for water service and, if water service is made available by said District, agrees to the following conditions:

1. Purchase or cause to be purchased one benefit unit for water service according to connection charge rate schedule, plus SDC charges as adopted on 03/11/96.
2. Pay a minimum monthly charge for each water service from time service is made available by the Absarokee Water and Sewer District and pay for additional water used at the rate set out in the rate schedule adopted by the Board of Directors. Any change made in the minimum monthly water charge and rate schedule by the Board of Directors of the Absarokee Water and Sewer District shall become a part of this agreement as though fully set out herein.
3. The Bylaws and Ordinances of the Absarokee Water and Sewer District provide that the water meters shall be read on a monthly basis by Absarokee Water and Sewer District personnel. All bills shall be paid to the Absarokee Water and Sewer District promptly when due. Bills are due upon receipt but shall become delinquent after the 25<sup>th</sup> day of each month. Users shall be notified of any delinquency by the Absarokee Water and Sewer District at the time of delinquency and shall be notified that the water service will be discontinued by the Absarokee Water and Sewer District approximately 10 days from the date of the second months' bill. Before water service shall be turned back on, it shall be obligatory upon said user to pay all of the delinquent bill. There will be a \$35.00 reconnection fee for water service to be reissued.

Further, that whenever a district water meter, cable, remote read device, or any other equipment owned by the District is damaged by the carelessness or negligence of the customer, the District shall repair/replace the damaged equipment and charge the cost of doing so against the Customer's account. Failure to pay this charge shall be just cause for the District to discontinue water to the property involved until the total amount is paid plus payment of any applicable charges for discontinuance and/ or reestablishment of service.

Also, Customers shall keep their curb stops and curb boxes in good repair and condition at all times, and failure to do so shall be just cause to discontinue water service to the property involved. If the Customer fails to repair the curb stop or curb box after being given 30 days written notice of it's disrepair, the

Absarokee Water and Sewer District may repair, or cause to be repaired, the curb stop and the curb box at the Customer's expense.

4. The water service supplied by the Absarokee Water and Sewer District shall be for the sole use of the undersigned; the undersigned agrees that he/she will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he/she share, re-sell, or sub-meter water to any other customer. Each meter service shall supply water through a single service line, to only one residence or business establishment located on land within the District. Previously existing infractions shall be brought into compliance before property change of ownership, subdivision, remodeling, or line repairs. Water will be supplied to livestock owned by such persons and to irrigate a garden not to exceed one tenth of one acre. None of the water supplied by the Absarokee Water and Sewer District shall be used for commercial irrigation.
5. If, after water service is made available the same is discontinued or disconnected for any purpose, pursuant to the Bylaws and Ordinances of the Absarokee Water and Sewer District. In no event shall the unit price be refunded after disconnection. Any additional payment due shall be sought through the courts at the users expense.
6. The undersigned agrees that he/she will make no physical connection between any private water system and the water system of the Absarokee Water and Sewer District. Representatives of the Absarokee Water and Sewer District may at any reasonable time come on the premises where the water is being used for the purpose of making inspection to enforce this provision. Violation of the provision shall be grounds for disconnection of service.
7. The Bylaws and Ordinances of the Absarokee Water and Sewer District as presently existing, and as may be amended from time to time, are made a part of this agreement as though fully set out herein.
8. In the event that the total water supply shall be insufficient to meet all of the needs of all of the users or in the event there is a shortage of water, the Absarokee Water and Sewer District may prorate the water available among the various users on such basis as is deemed equitable by the Board of Directors and may also prescribe a schedule of hours covering use of water for lawn and garden purposes; provided that if at any time the total water supply shall be insufficient to meet all of the needs of all of the users for domestic, livestock, lawn and garden purposes that District must first satisfy all of the needs of all of the users for domestic purposes before supplying any water for livestock purposes and must satisfy all of the needs of all of the users for both domestic and livestock purposes before supplying any water for lawn and garden purposes.
9. This contract shall be in full force and effect continuously hereafter so long as the user shall continue to be included in the District.

If water is to be used for school, commercial or industrial customers,  
provide details:

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\_\_\_\_\_  
OWNER NAME

\_\_\_\_\_  
SERVICE ADDRESS

\_\_\_\_\_  
MAILING ADDRESS (if different from above)

\_\_\_\_\_  
TELEPHONE NUMBER

In witness whereof, the parties hereto have executed this agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Absarokee Water and Sewer District

By \_\_\_\_\_  
President

\_\_\_\_\_  
Applicant

Attest:

\_\_\_\_\_  
Secretary