

Attachment "C"

WATER USE ORDINANCE and SEWER USE ORDINANCE  
RAPID VALLEY SANITARY DISTRICT - WATER SERVICE

MAINTENANCE/REPAIR/ REPLACEMENT AUTHORIZATION

The undersigned Owner(s) of the property located at \_\_\_\_\_ ("Property") hereby authorize Rapid Valley Sanitary District - Water Service (hereafter "District") to secure a qualified contractor to enter upon the premises serviced by the District to make such necessary maintenance, repair and/or replacement of service lines (water/sewer) as it deems necessary to maintain said service lines in a state of good repair in accordance with its ordinances and applicable law.

Except as otherwise provided herein (check the box below agreed upon by the District), the undersigned hereby acknowledges that the cost of any work relating to the maintenance, repair and/or replacement of the service line (water or sewer) to the above-described property shall be at the sole cost of the Owner(s). Owner(s) hereby agrees to save and hold the District harmless from any liability or costs arising out of such maintenance, repair and/or replacement of service lines to the property.

Unless other arrangements have been made by Owner(s) with the District prior to commencement of the work, Owner(s) acknowledges and agrees that upon receipt of the District's invoice, the Owner(s) shall remit payment in full to the District's office at 4611 Teak Drive, Rapid City, South Dakota 57703. Provided, however, if Owner(s) has made prior arrangements with the District, the District will schedule payments (plus a one-time service charge of ten percent [10%] of the total of the contractor's invoice) in equal monthly installments (without interest), in accordance with payment schedule to be determined by District. The plumbing on the effluent side of the meter will be the responsibility of the property owner. Owner(s) understands and agrees that in the event the District schedules a plumber to perform any plumbing on the effluent side of the meter for the homeowner and the homeowner does not remit payment of the total of the plumbing contractor's invoice, the District will apply the total of the contractor's invoice (plus a one-time charge of ten percent [10%] of the total of the contractor's invoice) to the owner(s) water and sewer account with the District. \*Mark box below relevant to payment schedule.

Owner(s) understands and agrees that in the event he/she does not remit payments in accordance with the terms of this agreement, then in that event the District, upon thirty (30) days written notice, may terminate all further services to the above referenced property until payment in full is remitted to the District for the services rendered. In accordance with South Dakota Codified Laws (34A-5-40), the Board of Directors for the District is authorized to pursue all legal means to collect unpaid water and sewer bills (including all related charges) by any appropriate means, including, but not limited to, assessing such amounts as a levy against the real property in question.

The District (except in case of an emergency) will give Owner(s) twenty-four (24) hour notice before entering upon Owner(s)' property to make any such maintenance, repair and/or replacement of service lines; however, the advance notice may be waived by the undersigned or other occupant of the premises if such maintenance, repair and/or replacement is necessary to avoid damage, contamination or interruption of services to the above referenced property.

Check box if **NO** charge for water/sewer service maintenance repair and/or replacement as per Water Use Ordinance 14-1, Article VI, Section H and Sewer Use Ordinance 14-2, Article III, Section 3

Check box if Owner(s) will make payment in full upon receipt of invoice.

\*  Check box if charges will be applied to owner's account. Terms: \$ \_\_\_\_\_ x \_\_\_\_\_ months.

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner(s)

ACKNOWLEDGED AND AFFIRMED

\_\_\_\_\_  
Phone of Owner(s)

\_\_\_\_\_  
Authorized Representative of the District

**Water Use Ordinance No. 14-1, Article VI, Section H.**

The District at their discretion may replace or repair non-functioning or damaged water service lines that are a maximum of 1” inch in diameter from curb stop to the meter for single family dwellings within Rapid Valley Sanitary District. (Commercial properties are not included). The property owner or consumer is required to sign a repair/replacement authorization form (Water Ordinance No. 14-2 Attachment “C”) in order for the District to perform this service. The replacement and/or repair will be done in accordance with established District criteria and the location of the meter inside the home or within the meter pit will be at the discretion of authorized personnel of the District. This may require relocating the meter. If homeowner requests for alternate location, this additional cost and responsibility for this work will be borne by homeowner. The District will replace up to a maximum of one hundred (100) feet of service line, if replacement of service line is required. The District will not be responsible for the repair or replacement of a meter pit. The plumbing on the effluent side of the meter will be the responsibility of the property owner. The consumer is responsible for proper protection of the service line up to and including the Districts meter to keep from freezing.

The District shall not be responsible for settling of the surface over the consumer’s water line (without charge to property owner) after the expiration of ninety (90) days from date of completion of new installation. Not included, nor shall the District be responsible for cost of replacing sod, grass, shrubs, trees or the reclamation of other landscaping, decks, patios, driveways, concrete, or any structures if removal of such is required for installation, or be held responsible for any damage to property in accordance with Article VI, Section E.

**Sewer Use Ordinance No. 14-2, Article III, Section 3**

All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner(s). The owner(s) shall indemnify the District from any loss or damage that may, directly or indirectly, be occasioned by the installation of the building sewer. The owners shall incur all costs for maintenance and repair or replacement of their entire sewer service from sewer main connection to the building or residence. Residential services are able to be repaired by the District with no cost to the owner if service is collapsed or a physical separation is evident from the sewer main to the property boundary after the resident verifies with a District representative video showing the location of defect. This does not include plugged sewer services due to flushing materials or objects that create blockages. A repair authorization form is required to be signed by the owner of the property. The owners shall indemnify the District from any loss or damage from sewer main backups, to be a direct result of sole negligence on the District’s part.