

# **PINE GROVE COMMUNITY WATER ASSOCIATION, INC.**

## **WATER USER AGREEMENT – MEMBERSHIP APPLICATION**

### **Pine Grove Community Water Association, Inc.**

23884 Hart Ranch Rd W

Rapid City, SD 57702

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## **WATER USER AGREEMENT**

This Water User Agreement (“Agreement”) is entered into between the **Pine Grove Community Water Association, Inc.** (“PGCWA” or “the Association”), a South Dakota non-profit corporation, and the undersigned **Member**, who is the owner of a single-family residential property.

The Member desires to obtain water service from the Association and agrees to the following terms and conditions.

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### **1. Provision of Water Service**

Subject to the Association’s **Bylaws, Rules, Regulations**, and the **Requirements for Residential Water Services (RRWS)**, the Association shall furnish potable water to the Member’s property described at the end of this Agreement.

Water service is provided solely for **single-family residential use** unless otherwise approved by the Board.

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### **2. Easement to PGCWA**

The Member grants the Association a **perpetual utility easement** on, over, under, and across the Member’s property for the purpose of:

- installing, operating, inspecting, repairing, maintaining, replacing, and removing:
  - meter pit and water meter
  - valves and appurtenant facilities
- ingress and egress as necessary to access Association-owned equipment

This easement includes all equipment **up to the outlet of the meter pit**, consistent with the RRWS.

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### **3. Member Responsibilities**

**The Member shall install and maintain, at the Member’s expense:**

- The required infrastructure to connect to the system. (any mainline extension requirements, location, pipe size, pipe class, fittings, valves, meter pit, cistern, etc.) **All installations must be approved by PGCWA.**

All installations must comply with the **Requirements for Residential Water Services**

The Member is responsible for correcting any non-compliant installation, leaks, or failures in the service line or cistern system. If the Member fails to correct deficiencies after written notice, the Association may shut off water service until the issue is resolved to the Association’s satisfaction.

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## 4. Water Rates, Billing, and Penalties

The Member agrees to pay all water charges, fees, and penalties at the rates and times established by the Association.

- Monthly charges are due by the **25th of each month**.
- Late fees apply to delinquent accounts.
- Failure to pay may result in service shutoff.
- A **\$100 fee** applies for shutoff or attempted shutoff.

The Association may amend rates, rules, and regulations as necessary.

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## 5. Authority of the Association

The Association retains the authority to:

- a. Determine the location and method of connection to the distribution system.
- b. Allocate water during shortages.
- c. Shut off service for unauthorized connections or extensions.
- d. Prorate water during supply shortages.
- e. Establish irrigation or outdoor water-use schedules.
- f. Enforce all Bylaws, Rules, Regulations, and RRWS requirements.

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## 6. Membership Fee

The membership fee is **\$20,000.00**, subject to change by the Board.

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## 7. Availability Fee

Water charges begin on the date the membership fee is paid, regardless of whether the Member is actively using water. This is the **Availability Fee**. (As of 01/01/2025 - \$50.00 per month)

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## 8. Unauthorized Additional Households

A minimum **\$300 penalty** applies if a Member connects water to:

- a second household
- a mobile home
- any additional dwelling

Each household must have its own membership, meter pit, and cistern.

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## 9. Unauthorized Water Transfer

A minimum **\$300 penalty** applies if a Member supplies water to a non-member or another property.

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## 10. Breach of Agreement

A Member is in breach of this Agreement if they:

- a. Accept water from another source.
- b. Fail to connect their service line as required.
- c. Fail to cure any violation of the Bylaws, Rules, Regulations, RRWS, or this Agreement.

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## 11. Delinquent Accounts and Termination

If a Member fails to pay charges when due:

- a. Late fees apply after the 25th of the month.
- b. The Association may shut off water service.
- c. A \$100 fee applies for shutoff or attempted shutoff.
- d. Membership termination may occur after **30 days' written notice** and opportunity to cure.

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## 12. Binding Effect

This Agreement binds the Member and the Member's heirs, successors, and assigns.  
Time is of the essence.

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# SIGNATURE PAGE

## PINE GROVE COMMUNITY WATER ASSOCIATION, INC. WATER USER AGREEMENT – SIGNATURE PAGE

I/We, the undersigned, hereby apply for Membership in the Pine Grove Community Water Association, Inc. (PGCWA). I/We acknowledge receipt of and agree to abide by:

- this Water User Agreement
- the Bylaws of PGCWA (Website: pinegrovewater.org)
- the Residential Water Service Requirements
- all Rules and Regulations adopted by the Board

I/We understand these documents may be amended as circumstances require.

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### Member Information – Please Print

Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Property Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile1: \_\_\_\_\_ Mobile2: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

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### Signatures

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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### Association Approval

Approved       Denied

Amount Paid: \_\_\_\_\_ Check #: \_\_\_\_\_

PGCWA President: \_\_\_\_\_ Date: \_\_\_\_\_