

Water Service Agreement

Agreement Date: July 19, 2024

Parties:

1. **Provider:** City of Deadwood
2. **Recipient:** Jerry Aberle

Terms and Conditions:

1. Water Supply:

- The Provider agrees to sell municipal water to the Recipient's property. The legal description is provided as follows:

Tract 2 of the Subdivision of a portion of the Wilmington Placer, M.S. 848, located in the NW1/4 and SW1/4 of Section 13, T5N, R3E, B.H.M., Lawrence County, South Dakota according to Plat Document No. 90-1050; EXCEPTING therefrom Lot H-1 of Tract 2, according to plat Document 91-442, and EXCEPTING therefrom Lot C of Tract 2 deeded for highway.

- The water supply will be continuous and subject to any necessary maintenance or repairs.
- Municipal water use will be for residential use only.

2. Billing and Rates:

- The Recipient shall pay for water usage based on the following rates:
- Residential Minimum Demand Charge (Monthly): \$48.40 (applicable to all accounts, whether water is used or not) Residential Minimum Demand Charge is per residential house.
- Water usage charged as follows:
 - 0 - 4,999 gallons: \$2.10 per 1,000 gallons
 - 5,000 - 9,999 gallons: \$2.55 per 1,000 gallons
 - 10,000 - 19,999 gallons: \$3.20 per 1,000 gallons
 - 20,000 - 49,999 gallons: \$3.85 per 1,000 gallons
 - 50,000 and over gallons: \$5.00 per 1,000 gallons
- Bills will be issued monthly and are due within 15 days of receipt.
- Any future increases in the City of Deadwood residential basic household or water usage rates will be passed on accordingly.

3. Metering and Measurement:

- The water usage will be measured using a water meter installed at the meter pit. The recipient is responsible for the one time tap fee and meter cost.
- The Recipient shall allow access to the meter for reading and maintenance purposes.

4. Responsibilities:

- The Provider is responsible for maintaining the water supply to the water main.
- The Recipient is responsible for maintaining the meter, plumbing and supply line to the property.

5. Terms of Agreement:

- The term of this agreement shall be a thirty (30) year agreement from its effective date and shall automatically renew for another ten (10) year agreement unless either party gives written notice of its intention to terminate the Agreement no less than one (1) year in advance.
- Termination shall not relieve the Recipient of any outstanding payment obligations.

Signatures:

Provider (City of Deadwood): _____ (Dave Ruth Jr, Mayor)

Recipient (Jerry Aberle): _____ (Signature)

Print Name: _____

Attest: _____

Jessicca McKeown
Finance Director