

TAP # \_\_\_\_\_

DATE \_\_\_\_\_

NORTHWEST RURAL WATER DISTRICT  
526 STONE STREET  
CODY, WYOMING 82414

WATER TAP CONTRACT

OWNER'S NAME \_\_\_\_\_

OWNER'S MAILING ADDRESS \_\_\_\_\_

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

LEGAL DESCRIPTION & PARCEL ID # \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

THIS WATER TAP CONTRACT is made and entered into between the NORTHWEST RURAL WATER DISTRICT, hereafter the "DISTRICT", and the undersigned property owner, hereafter the "USER".

WHEREAS, the USER desires to purchase water from the DISTRICT and to enter into a Water Tap Contract as required by the Rules and Regulations governing the operation of the DISTRICT'S rural water system;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the sufficiency of which are hereby mutually acknowledged, it is hereby understood and agreed by the parties hereto as follows:

1. **SERVICE** – USER hereby contracts for the following service from the District for the corresponding fees:

**RESIDENTIAL DOMESTIC** \$ \_\_\_\_\_

(CIRCLE ONE) Active Inactive

**COMMERCIAL** \$ \_\_\_\_\_

**ADMINISTRATIVE** (Computed by District) \$ \_\_\_\_\_

**DATE SERVICE IS REQUESTED TO START:** \_\_\_\_\_ **TOTAL FEE:** \$ \_\_\_\_\_

2. **LEGAL DESCRIPTION** – This Contract shall apply to and constitute an encumbrance upon those lands owned by USER located in \_\_\_\_\_ County, Wyoming that are within the DISTRICT and the DISTRICT shall furnish, subject to the limitations set out in its Rules and Regulations now in force or as hereinafter amended, water service to USER'S land specifically described in EXHIBIT A attached (or above legal description) hereto. The address at which the USER intends to locate the water tap and service with the DISTRICT is \_\_\_\_\_. This Water Tap Contract shall be exclusive to that location and USER does not acquire the right to relocate the water tap to any other location or address.

3. **LIABILITY FOR TAXES** – OWNER understands and agrees that the DISTRICT has the power and authority to levy and collect general (ad valorem) taxes on his property described herein to pay DISTRICT indebtedness. Should the DISTRICT ever be forced to levy and collect such taxes, OWNER agrees that his property described herein would be forced to bear the same tax burden as other lands within the DISTRICT.

4. **WATER SERVICE AND RULES AND REGULATIONS OF DISTRICT** – OWNER hereby agrees to pay such sums as are required by the DISTRICT to connect to the water system. OWNER agrees to pay for water service at such rates, time and place as required by the Rules and Regulations of the DISTRICT, to comply and be bound by the Rules and Regulations governing the operation of the DISTRICT'S water system, now in force or hereinafter amended, and further agrees to the imposition of such penalties for noncompliance as are set out in the Rules and Regulations of the DISTRICT, or which may hereafter be adopted and imposed by the DISTRICT. OWNER hereby acknowledges he has received a copy of the Rules and Regulations of the DISTRICT now in force and effect, the same being incorporated herein by this reference as if more fully set forth.

5. **PERPETUAL LIEN AND DISCONTINUANCE OF SERVICE AND ABANDONMENT OF WATER TAP** – Pursuant to Wyoming Statute 41-10-113 (xxi) and this Contract, **until paid, all rates, tolls or charges shall constitute a perpetual lien on and against the property served, and such lien may be foreclosed in the same manner as provided by the laws of the State of Wyoming for the delinquencies in the payment of such rates, tolls or charges,** or in the payment of taxes or assessments levied pursuant to W.S. §41-10-101 et.seq., and prescribe and enforce Rules and Regulations for the connection with and the disconnection from properties of the facilities of the DISTRICT. OWNER further agrees that this contract binds the owner(s)/legal title holder(s), their heirs, successors and assigns to repay the contract holder's share of the debt for construction of the distribution system of the DISTRICT and that this Contract constitutes a lien that shall run with the described real property until released by the DISTRICT. **FAILURE TO PAY MONTHLY SERVICE CHARGES MAY BE CONSIDERED AN ABANDONMENT OF THE WATER TAP.** Pursuant to Article 9, Section 2 of the Rules and Regulations of the DISTRICT,

"Users/applicants who either have purchased and installed an active tap for which the service has been disconnected or acquired an inactive tap for which service has been terminated, for a cumulative period of twenty four (24) months or more (a period at which the owner has become 24 months delinquent in the monthly charges) will be deemed to have abandoned the tap."

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In the event of abandonment, the tap will revert to the DISTRICT and the USER will have no further rights with regard to that tap nor to request reconnection or reactivation of that tap. The provisions for abandonment are as set forth in the applicable Rules, including obligation to provide notice and the right to request a hearing. The Board in its discretion may either pursue abandonment or foreclosure, the DISTRICT may repossess the tap and foreclose upon the USER'S property as provided for herein and in the applicable rules and statutes for lien foreclosure.

- 6. **EQUIPMENT INSTALLED BY DISTRICT** – The DISTRICT will install a water meter, meter pit, shut-off valve, and lines for each service. A separate meter will be installed for each dwelling, house, building, or mobile home contracted for unless otherwise authorized by the DISTRICT. The District shall have the exclusive right to use of such water meter, meter pit, shut-off valve, and lines. The water meters, meter pit, shut-off valves and lines shall remain the property of the DISTRICT.
- 7. **RIGHT TO ENTER PREMISES** – OWNER hereby gives the DISTRICT or its authorized agents permission to enter OWNER'S premises at all reasonable times for the purpose of installing, inspecting, repairing, maintaining, or removing any or all of the apparatus used in the connection with the supply and metering of water.
- 8. **DISTRICT AUTHORITY** – OWNER hereby acknowledges that the DISTRICT shall have final authority in any question of location of any service line connection to its distribution system, shall determine the allocation of water to USER in the event of water shortage, and may shutoff water to a USER who allows a connection or extension to be made to his service line for the purpose of supplying water to another USER. In the even the total water supply shall be insufficient to meet all of the needs of the USER, or in the event there is a shortage of water, the DISTRICT may prorate the water among the users on the basis as is deemed equitable by the DISTRICT Board of Directors and may also prescribe a schedule of hours covering the use for garden purposes by users and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all the users, the DISTRICT must first satisfy all of the needs of all users for domestic purposes before supplying any water for other purposes.
- 9. **CROSS-CONNECTIONS** – OWNER hereby agrees that no cross-connection may be made that will allow hazardous, polluted or contaminated water or other substances, to enter into any part of the potable water system under any conditions. If another source of water is connected to the water user's system, a backflow prevention device (tested annually) meeting DISTRICT requirements must be installed to prevent backflow to the DISTRICT'S system.
- 10. **SERVICE CONNECTION** – OWNER hereby agrees he shall connect the service lines to the DISTRICT'S distribution system. Water charges to the OWNER shall commence on the date water service is made available by the DISTRICT, regardless of whether OWNER is using of said water service.
- 11. **OPERATIONS AND MAINTENANCE AND DEBT RETIREMENT CHARGES** – On and from the date water service is made available by the DISTRICT, regardless of whether OWNER(S) / legal title holder(s) is/are using said service, OWNER(S) / legal title holder(s), their heirs, successors and assigns, hereby agree to repay OWNER(S) / legal title holder(s) share of the debt retirement for construction of the DISTRICT'S distribution system and operation and maintenance charges on the DISTRICT'S distribution system, on a monthly basis and as billed.
- 12. **DEFAULT, BANKRUPTCY, AND ATTORNEY'S FEES AND COSTS** – If the undersigned fails to pay any sums due under this Contract as set forth herein or files for bankruptcy or is adjudicated bankrupt or makes an assignment for the benefit of creditors, the DISTRICT shall have the right at any time thereafter to declare the entire unpaid debt and all accrued interest, immediately due and payable. If the indebtedness represented hereby, or any part thereof, be collected at law, or in equity, bankruptcy, receivership, or other court proceedings, or if this Contract is placed in the hands of an attorney for collection, the undersigned, jointly and severally, promise to pay, in addition to the full principal debt and all accrued interest due and payable pursuant to this Contract, all costs and expenses of collection, including reasonable attorney's fees.
- 13. **SPECIAL PROVISIONS** – Attached hereto as Exhibit "B" and incorporated by this reference, is a statement or list of special provisions agreed to by the parties that meets the special circumstances, if any, of the DISTRICT and the OWNER(S).

IN WITNESS WHEREOF, I / we have executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
OWNER

State of Wyoming )  
County of \_\_\_\_\_)

This foregoing document was acknowledged before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

State of Wyoming )  
County of \_\_\_\_\_)

This foregoing document was acknowledged before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public