

SEELEY LAKE MISSOULA COUNTY SEWER DISTRICT/APPLICATION FOR SEWER CONNECTION AND TEMPORARY CONSTRUCTION EASEMENT

Purpose of this application: To request a permit to connect to the Seeley Lake Sewer District system or decline to connect and be solely responsible for future costs to connect. *(Declining to connect does not negate property owners, within the District, their legal obligation to pay their share of the debt service for the construction of the treatment facility and the collection system for Phase 1 and other costs that may be assessed based on beneficial use).*

Application Fee (to be submitted with application): All application fees have been waived by the Board for applicants connecting during the 2019-2020 initial sewer project *provided the application for service is requested and processed prior to July 1, 2019. This allows the costs to be included in the scope of work and project budget.*

I understand the following as it relates to Phase 1 of the Seeley Lake Sewer Project:

1. as per legal counsel, the Seeley Lake Sewer District Board was authorized and obligated to proceed with the Seeley Lake Sewer Project, as designed and funded through various sources, after the legal notice and protest was adopted in December 2017.
 2. declining to connect during construction of the initial project will mean all future costs to construct a service line to connect the residence or business to the main line and to abandon the existing septic tank or cesspool will be the sole responsibility of the Property Owner.
 3. installing a new septic system or replacing an existing septic system, once the public system is operational, will not be an option because Missoula City-County Health Code Regulation 1-5. C(2)(a) requires properties to connect to a public system if it abuts property or is within 200' of the property line. (The District has the authority to adopt a regulation requiring connection when the property is at a greater distance from the property line).
 4. property owners are obligated to pay their share of the debt service for the construction of the treatment facility and the collection system for Phase 1, even if they choose not to connect, if their property is within the boundaries of the District. Other costs may also be assessed based on beneficial use.
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It is hereby understood and agreed by the parties as follows:

The District shall furnish, subject to the limitation set out in its Bylaws and Rules and Regulations, and subject to the limitation set out in Montana laws and regulation now in force or as hereafter amended, sewer services to Property Owner in connection with Property Owner's occupancy and/or ownership of the property described in Section A if a permit is applied for and issued.

Please read the all of this document and the terms and conditions. Then fill out section A and mark your choice. The temporary construction easement must be included with an application to connect. **Applying to connect before the deadline will guarantee your service line and septic abandonment will be included in the project budget and scope of work.** Please return the forms to Seeley Lake Sewer District, PO Box 403, Seeley Lake, MT 59868 by August 1, 2019

If you have questions, you may call members of the Sewer District Board or the District Manager,

Jean Curtiss, at 406-370-0393.

SEELEY LAKE MISSOULA COUNTY SEWER DISTRICT APPLICATION FOR SEWER CONNECTION

Terms and Conditions:

1. **At the District's expense**, during the construction phase of establishing the sewer system, the District shall
 - a. **install a service line** which shall begin at the main line and extend to the point where Property Owner's drain line (from Property Owner's house) intercepts with the sewer line to the existing septic tank.
 - b. **connect the service line** from the Property Owner's drain line with the main line of the District at a place to be determined by the District to ensure that the service line has adequate slope and alignment to permit unobstructed flow from the point of interception to the sewer main line.
 - c. **decommission or abandon** Property Owner's existing septic tank or cesspool.
 - d. **be responsible for the removal** and repair of obstructions such as sidewalks, driveways, fences encountered during service installation, and will also bring the disturbed surface substantially back to grade after installation. **The District will not be responsible for replacing the individual landscaping on private property.**
2. **Property owner will be responsible for the timely removal of any landscaping the owner desires to protect and personal property within the temporary construction site.**
3. The District shall have final authority in any question regarding the location of any service line connection to its sewer main line.
4. **During the construction phase Property Owner agrees to grant the District, its successors and assigns, an easement in, over, under, and upon the above-described property, with the right to erect, construct install, and lay the sewer and service lines and appurtenant facilities, together with the right to utilize adjoining lands belonging to Property Owner for the purpose of ingress and egress from the above-described property.**
5. Notwithstanding the above granted easement and after the construction phase, Property Owner agrees to the following respective obligations of the parties with regard to costs of the use, operation, inspection, repair, maintenance, replacement, and removal of the sewer and service line and appurtenant facilities – **that Property Owner shall be fully responsible for the service line from the house to Property Owner' property line and that the District shall be responsible for the service from the property line to the sewer main line belonging to the District.**
6. **Property Owner agrees to comply with and be bound by the laws and regulations** of the State of Montana, Missoula County Wastewater Regulations and the Bylaws and Rules and Regulations of the District, now in force, or as hereafter duly and legally supplemented, amended, or changed. Property Owner also agrees to pay for sewer services at such rates, time, and place as shall be determined by the District, and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Bylaws and Rules and Regulation, or which may be hereafter adopted and imposed by the District.
7. Property Owner agrees that **no other wastewater service connections**, present or future, will be added to any sewer service lines connected to the District's sewer mains without prior written approval from the District.
8. As a property owner within the boundaries of the District, I am obligated to pay my share of the debt service for the construction of the treatment facility and the collection system for Phase 1 and other costs or assessments based on beneficial use even if I choose not to connect.
9. Property Owner and the District agree that in the event any legal action is required in relation to this Agreement, the unsuccessful party in such action shall pay to the successful party, in addition to all other sums that either party may be called on to pay, a reasonable amount for the successful party's attorney's fees and costs.
10. Severability. If any provision, interpretation and/or application of this Agreement is contended to be void or invalid, or is held or declared to be void or invalid by a court or competent jurisdiction, such provision(s), interpretation(s) and/or application(s) of this Agreement that are consistent with the law and/or reasonable extension thereof, shall, notwithstanding, continue in full legal force and effect in controlling the action taken hereunder or claimed to be available hereunder. Any invalid or void provision(s) shall be deemed not a part of this Agreement, stricken and of no force or effect, and all remaining provisions shall continue to be binding upon and enforceable by the parties.

PART A - To be completed by applicant

An agreement entered into between the Seeley Lake Missoula County Sewer District, a political subdivision of Missoula County, MT, herein "the District" and the property owners listed below, herein "property owners"

PROPERTY OWNER NAME:	
PROPERTY ADDRESS: (as assigned by Missoula County)	
PROPERTY LEGAL DESCRIPTION:	
BILLING ADDRESS:	
PHONE:	EMAIL:
<input type="checkbox"/> I have read the terms and conditions and am applying to connect to the Seeley Lake Sewer District project.	
<input type="checkbox"/> I decline to connect to the Seeley Lake Sewer District project and recognize that all costs to connect to the system and abandon my septic tank in the future will be at my own expense. I also acknowledge, as a property owner within the boundaries of the District, I am obligated to pay my share of the debt service for the construction of the treatment facility and the collection system for Phase 1 and other assessments based on beneficial use even if I choose not to connect at this time.	
<i>I acknowledge that I am the owner or agent of the owner of the property described above, and that I have read and agreed to comply with the terms and conditions below.</i>	
SIGNED:	DATE:

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 2019.

President

ATTEST:

Secretary

PART B - To be completed by Seeley Lake Sewer District

DISTRICT MANAGER REVIEW
TEMPORARY CONSTRUCTION EASEMENT COMPLETED AND RECEIVED / DATE:
APPLICATION COMPLETED RECEIVED/DATE:
CONNECTION FEE COSTS ARE ALL WAIVED IF RECEIVED BY THE DEADLINE AS COSTS ARE INCLUDED IN THE PROJECT COSTS AND SCOPE OF WORK
DATE PERMIT ISSUED:

TEMPORARY CONSTRUCTION EASEMENT FOR SEWER LINE CONSTRUCTION PURPOSES PHASE 1

I/we _____ (name), _____ (street address), _____, (city), _____ (state), as **Grantor** do hereby grant to the SEELEY LAKE MISSOULA COUNTY SEWER DISTRICT, a political subdivision of the State of Montana, as **Grantee**, a temporary construction easement for the construction and location of a wastewater service line over, under and through as described here:

LEGAL DESCRIPTION:

Uses

The **Grantee (District)** hereof shall use such premises solely for the construction of a wastewater line and decommissioning of a septic tank or cesspool. Except as herein granted, the **Grantor (property owner)**, its successors and assigns, shall continue to have the full use and enjoyment of the property. The permit extends to 10' on either side of the line and septic tank/cesspool to allow for construction.

Hold Harmless and Restoration

Grantee (District) shall bear full responsibility for its use of the property and shall hold **Grantor (property owner)** harmless from any claim of damages to persons or premises resulting from or caused by the construction or use of such premises attributable to **Grantee (District)**. On or before the expiration of the term of this permitted use, the **Grantee (District)** shall restore the premises to grade as far as reasonably practicable, but is not responsible for replacing individual landscaping. The **Grantee (District)** will be responsible for reasonably repairing sidewalks, driveways or fences damaged or removed during such construction.

Grantor (property owner) is responsible for removing, in a timely manner, any landscaping the **Grantor (property owner)** wants to protect and personal property.

Time

This temporary construction easement shall be granted for a term of 18 months from the date of this execution.

IN WITNESS WHEREOF, the **Grantor** has granted and has executed this Temporary Construction Easement on this _____ day of _____, 20____.

(Name)

(Signature)

(Name)

(signature)

FOR DISTRICT USE: ACKNOWLEDGEMENT AND ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT

The undersigned, as President of the Board of Directors of the SEELEY LAKE MISSOULA COUNTY SEWER DISTRICT, the **Grantee** of the above temporary construction easement, agrees that the District is bound by the terms, limitations and conditions as set forth above.

Dated this ____ day of _____, 20__

SEELEY LAKE MISSOULA COUNTY SEWER DISTRICT

Attest:

Secretary

President