

SUN PRAIRIE VILLAGE COUNTY WATER AND SEWER DISTRICT

1047 GRANT DRIVE

GREAT FALLS, MT 59404

(406) 965 – 3944

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APPLICATION AND AGREEMENT FOR WATER AND SEWER SERVICES

The undersigned _____ (Owner(s)) of _____ (Address) Sun Prairie Village, Montana and Sun Prairie Village County Water and Sewer District (District) covenant and agree as follows:

1. In construing this Agreement, the following shall apply:

- a. **Owner** - The person or persons executing this Agreement as Owner(s).
- b. **Occupied Lot** - Residential Developed Lot for which an application has been submitted to the District for water and sewer services and for which Owner has not requested the District to shut off water service.
- c. **Developed Lot** – Residential Lot within the District whose water lines have been connected to the District water at the curb stop or meter pit serving the Address and whose sewer lines have been connected to the corporation serving the Address or where the Owner(s) has paid or is paying required connection, turn on and bond debt opportunity fees.
- d. **Undeveloped Lot** - Lot within the District that is not a Developed Lot.
- e. **Commercial Lot** - Lot within the District which is established as a business intended to generate a profit.
- f. **Industrial Lot** - Lot within the District which is intended for factory-office multiuse, factory-warehouse multiuse, manufacturing, industrial parks, and/or research and development parks.

2. This Agreement shall be deemed Owner’s application to the District for water and sewer services.

3. Owner(s) agrees that the water and sewer services requested by this application shall be for the purposes of domestic and household use at the Address and for no other purpose except the following:

4. District shall provide water to the curb stop or meter pit located in the boulevard of the Address and shall receive wastewater from such address to its collection/treatment system subject to the rules, regulations, policies and ordinances of the District. The District reserves the right to change its rules, regulations, policies and ordinances at any time for any lawful purpose.

5. District shall maintain the distribution mains and associated pipelines up to the curb stop or meter pit and the sewer collection mains to the corporation within the boulevard of the Address.

6. Owner(s) shall comply with the rules, regulations, policies and ordinances of the District regarding the use of water and disposition of wastewater and substances.

7. Owner(s) agrees to pay the following fees and charges: (*Commercial / Industrial Lots have separate Agreement*)

a. the sum of **\$60.76 plus 77.6¢ per 100 gallons of metered water use, plus 26.1¢ per 100 gallons of metered water use for sewer usage with 4 months from May-August using average water usage from September-April of the prior year** per month for each **Occupied Lot**.

b. the sum of **\$60.76** per month for each **Developed Lot**.

c. the sum of **\$15.91** per month for each **Undeveloped Lot**.

d. a **\$50.00** tie in fee for connection of an **Undeveloped Lot** to the water system of the District at the corporation in the boulevard of the address.

e. a **\$50.00** tie in fee for connection of an **Undeveloped Lot** to the sewer system of the District at the corporation in the boulevard of the address.

f. an opportunity charge for all **Undeveloped Lots** which are turned on after January 1, 1990 in accordance with the following schedule:

1994.....	\$2,524.00
Succeeding years.....	\$2,524.00

8. Invoices are mailed/mailed the first (1st) of the month and all payments shall be due by the tenth (10th) of the same month. Payments not made within thirty (30) days of the due date are delinquent and will be assessed a **Ten Dollar (\$10.00)** late charge. The District may terminate water and sewer services in the event of any delinquency in payment or in the event of Owner's failure to comply with any rules, regulations, policies or ordinances of the District regarding the use of water or disposition of wastewater and substances. Owner(s) whose water and sewer services have been terminated shall, prior to resumption of service, comply fully with the rules, regulations, policies and ordinances of the District, pay a reasonable reconnection fee (**presently \$50.00**) and pay all delinquent payments.

As security for the payment of the fees and charges specified in this Application and Agreement, Owner(s) hereby grants to the District a lien against the lot described herein in the amount of the fees and charges payable with respect to the lot, together with interest thereon at the rate of 0% per annum from the date or dates the fees and charges are first due. The District may perfect the lien provided for herein by filing Notice of Lien on said lot. In an action to foreclose any such lien, the District shall be entitled to recover its reasonable attorney fees and costs incurred in establishing and foreclosing its lien. The lien against the subject lot shall secure such attorney fees and costs in addition to all other fees, charges and interest that may be payable by Owner(s). The lien granted herein may be foreclosed in the manner provided for the foreclosure of construction liens under the laws of the State of Montana.

9. Returned bank checks will be assessed a **Forty-Five Dollar (\$45.00)** Returned Check Fee per returned check.

10. The District reserves the right to increase any and all fees and charges provided for herein as costs of operations increase.

11. The Owner(s) of an Occupied/Developed Lot may request the District to shut off/turn on water services by calling (406) 965-3944 between the hours of 8:00 a.m. and 4:30 p.m. Monday thru Friday. An Occupied Lot for which water service has been shut off shall be assessed as a Developed Lot until water and sewer service is again turned on. Owner(s) requesting water service to be turned on or off during non-business hours will be assessed an additional service charge of **Fifty Dollars (\$50.00)**.

12. Unless and until Owner(s) notify the District, in writing or by email to **spvws@spvws.com**, of a different address, Owner(s) agree that the address set forth above shall be the proper address for mailing of all invoices and notices contemplated by this Agreement. Owner(s) acknowledge that invoices and notices sent by regular mail, and deposited in the United States mail, postage prepaid and addressed to Owner(s) at said address, shall be deemed reasonable notice and shall be deemed to have been received by Owner(s) no later than seven days from the date of mailing.

13. Owner(s) acknowledge that he/she has read and understands the within and foregoing Agreement and agrees to abide by the rules, regulations, policies and ordinances of the District in exchange for water and sewer service.

14. Water and sewer service shall begin on _____, 20_____.

Dated this _____ day of _____, 20_____.

OWNER (PRINT NAME)

OWNER (PRINT NAME)

SIGNATURE

SIGNATURE

Phone numbers for emergency contact:

Home: _____

Home: _____

Work: _____

Work: _____

Cell: _____

Cell: _____

If you wish to receive invoices by email, please provide email: _____

If you wish to receive text alerts, please provide mobile number: _____

Account No. Assigned: _____