



**Lockwood Water & Sewer District EPA Emerging Contaminants Reimbursement
Grant Program Agreement for LWSD Sewer Connection**

THIS AGREEMENT, is made this _____ day of _____, 20____ by and between
Lockwood Area/Yellowstone County Water and Sewer District (LWSD) and _____
("Owner"), who holds legal title to property designated as:
address _____
in Yellowstone County Subdivision _____ Block _____
Lot _____ Certificate of Survey _____ Tax Code Number _____

WHEREAS, the Emerging Contaminants (EC) Grant Program ("Program") permits LWSD to provide Grant funding to Lockwood property owners for the purpose of connecting a developed property to the LWSD sewer system to eliminate its on-site wastewater treatment system if the property meets certain criteria; and

WHEREAS, the Owner desires to connect the subject property to the LWSD sewer system and use available Grant funds to assist in the cost of connecting the subject property to the LWSD sewer system and abandoning the current on-site system; and

WHEREAS, LWSD has determined that the subject property meets the criteria required by the Program and qualifies for Grant funding; and

NOW THEREFORE, WITNESSETH: In consideration of the mutual covenants, conditions, and benefits contained in this Agreement, LWSD and Owner hereby agree as follows:

1. Owner has retained or covenants that Owner will retain a contractor ("Contractor") in accordance with all program requirements, as described more particularly below. LWSD agrees to award Program Grant funds in the amount of up to \$5,000.00 per connection. Grant funds will be released upon compliance by Owner with the requirements of the program, the satisfactory completion of connection to the LWSD sewer system, and the proper abandonment of the existing septic system. Surface restoration costs beyond trench backfill are not eligible for reimbursement through the Grant funds. Owner hereby assigns the release of Grant funds as follows: up to \$5,000.00 to the Contractor upon successful completion of the work and submission of required documentation. Owner is responsible for paying all remaining costs, including the System Development Fee (SDF), permit fee, account set-up fee, any surface restoration costs, Contractor charges in excess of the grant amount or non-reimbursable Contractor charges, and any other costs incurred to connect the property to the LWSD sewer

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system. The Grant funds available to Owner for the sewer connection may change based on the availability of funds.

2. Owner agrees that the only responsibility of LWSD under this Agreement is to distribute the Grant funds to the Contractor pursuant to the terms of the Agreement and that there will be no liability on the part of LWSD or LWSD's Engineer for any damage to persons or property arising out of the selection and hiring of a Contractor for the installation of the LWSD sewer connection or the proper abandonment of the existing septic system. LWSD and its Engineer are not a party to the contract between the Owner and Contractor and do not assume responsibility for the means, methods, techniques, quality, or performance of the sewer service as installed. LWSD (or LWSD representative) visits are only to confirm BABAA-compliant materials, perform labor interviews, and confirm proper connection to the existing LWSD sewer service at the property line.
3. LWSD is not responsible for or liable for any project costs to the Owner or Contractor due to failure of the Contractor to meet Program requirements and the resulting loss of Grant funds or additional costs to the Owner. It is recommended to require the Contractor to include verbiage in the bid and construction contract, removing liability from the Owner for costs associated with the loss of Grant funds due to failure of the Contractor to meet Program requirements.
4. Owner acknowledges that the approval of Grant funding is subject to availability of Program funds.
5. Owner acknowledges and agrees that the Grant funding is limited to the installation and connection costs associated with initially connecting the subject property to the LWSD sewer system. Owner acknowledges that any costs incurred for any necessary maintenance, repairs, or replacement of sewer connection and pipe located on the subject property and installed by the Contractor hired by the Owner shall be the sole responsibility of the Owner.
6. Owner agrees to hire a LWSD pre-approved Contractor (see list provided by LWSD), or have the proposed Contractor submit the required documentation along with a completed Emerging Contaminants Grant Program Contractor's Form to LWSD and be approved by LWSD, to connect the subject property to the LWSD sewer system and to conduct the proper abandonment of the existing septic system. Owner shall provide written notice to LWSD regarding the Contractor who has been hired and a copy of the Contractor's written bid and construction contract. Owner agrees that the connection of the subject property to the LWSD sewer system and the abandonment of the existing septic system shall occur within 9 months from the date of this Agreement. If the connection to the LWSD sewer system has not been made within 9 months, this Agreement may be voided or extended at the discretion of LWSD. Failure of the Contractor to meet Program requirements will result in loss of Grant funding.
7. Owner acknowledges and agrees that participation in the Program requires the Owner to allow a Contractor, chosen by the Owner and pre-approved by LWSD, to enter the subject property to conduct the necessary work to connect the subject property to the LWSD sewer system and allows LWSD (or LWSD representative) access to the subject property for site visits to perform work noted in paragraph 2.

8. Owner agrees that abandonment of the existing septic system shall be completed in accordance with the guidelines, directives, and requirements of LWSD.
9. Owner agrees to execute and deliver to LWSD any other documentation necessary to complete the connection to the LWSD sewer system as set forth in this Agreement.
10. Owner acknowledges that they have received a copy of the ***Installation and Connection of a Sewer Service under the EPA Emerging Contaminants (EC) Reimbursement Grant Program*** document and agrees to the terms and requirements of the Program for reimbursement Grant funding to be paid directly to the Contractor.
11. This Agreement contains the entire agreement and understanding of the parties. No representation, whether written or oral, made prior to or contemporaneously with this Agreement, shall be considered a part of this Agreement unless in writing and included within it, or attached and incorporated by reference. This Agreement may only be changed or modified by a written agreement of the parties.
12. This Agreement shall be construed under the laws of the State of Montana.

ATTACHED TO AGREEMENT:

- ☐ Contractor's Bid
- ☐ Construction Contract

Emerging Contaminants Program Grant Agreement

Property Address: _____ Tax Code Number: _____

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

BY: _____

OWNER DATE

LOCKWOOD AREA/YELLOWSTONE COUNTY WATER AND SEWER DISTRICT

BY: _____

MANAGER DATE

APPROVED FOR FUNDING:

☐

YES

☐

NO

LOCKWOOD AREA/YELLOWSTONE COUNTY WATER AND SEWER DISTRICT

BY: _____

MANAGER

DATE

Comments: _____

