

# CITY OF HELENA

## APPLICATION FOR ENLARGEMENT OF WATER & WASTEWATER SERVICE AREA

1. The undersigned property owner or owners ("Owner") hereby apply to the City of Helena ("City") for enlargement of the City's service area to include Owner's/Owners' property for the following services: (check the applicable services)

( ) Water

( ) Wastewater

2. The property requested to be included in the enlarged service area is legally described as follows (include property identification number): \_\_\_\_\_

\_\_\_\_\_.

3. The Owner agrees that in consideration of the property being included in an enlarged area for the above requested City services, the property (check all that apply):

( ) be immediately annexed into the City (required is property is contiguous to the service area for both water and wastewater)

( ) be included in an annexation district

( ) be annexed at a future time pursuant to an agreement with the City.

4. The Owner understands that even though Owner requests annexation, inclusion in an annexation district or annexation at a future time pursuant to an agreement, the City is not obligated to accept any of the requested actions and may deny enlargement of the requested service area. The Owner further understands that if the Owner requests immediate annexation, the City may agree to the annexation, defer annexation to a future time pursuant to an agreement with Owner, or refuse to approve the annexation at this time.

5. For deferral of annexation through either the annexation district or an agreement, the Owner understands and agrees to the imposition of the following conditions:

**A. Annexation:** The Owner consents to and waives Owner's right to protest annexation when elected by the City. Annexation will occur \_\_\_\_\_

\_\_\_\_\_.

**B. Infrastructure Improvements:** Owner agrees to the financial responsibility, including consent to and waiver of protest of creation of special improvement districts for the installation, construction, and reconstruction to city standards of infrastructure, including, but not limited to, \_\_\_\_\_

\_\_\_\_\_.

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Owner consents to submit to plan approval, construction oversight, final acceptance, easements, and ownership by City of infrastructure installed for services being provided. If Owner continues to receive water from private water sources, such as Owner's well, Owner agrees and acknowledges that the City cannot ensure the quality or quantity of the water for either human consumption or fire protection. Until Owner's property is receiving City water, Owner understands that the private water source (well) is not part of the City's water system and will not be owned, operated, or maintained by the City.

**C. Applicable City Codes:** Owner agrees to comply with the Helena City Code as it applies to the service provided through the service area enlargement, including installation of and access to approved water meters on Owner's well.

**D. Solid Waste Service:** Owner understands that under §7-2-4736, MCA, City may not provide municipal solid waste service to Owner's property for five (5) years following annexation and then upon petition of Owner requesting the service. By this Application, the Owner petitions the City to provide municipal solid waste service to the property as soon as legally possible.

**E. Future Subdivision:** Owner agrees to not subdivide the property unless the subdivision has first been reviewed and approved by the City.

**F. Building and Fire Codes:** Owner agrees to comply with City building and fire codes, including plan approval, payment of fees, and submission to inspection of improvements.

**G. Rezoning and Compliance with Zoning Regulations:** Owner requests that Owner's property be rezoned, and Owner agrees to comply with all zoning regulations applicable to the rezoning designation and will not permit any new use inconsistent with the rezoning designation.

**H. Easements and Utility Systems:** Owner agrees to provide necessary utility easements for construction, installation, maintenance, replacement, and repair of utility mains needed to provide requested services to Owner's property. Owner also agrees to transfer and convey to City any community-served utility systems owned by Owner that are part of service to the property.

**I. Legal and Physical Access:** Owner represents that there is legal and physical access to Owner's property and Owner will do all things necessary to ensure the continuation of that legal and physical access when any City service is provided to the property.

**J. Payment of Fees:** Owner agrees to pay all applicable fees and charges relating to the City service being provided, and payment of any fees set by the City for service area enlargement.

**K. Responsibility for Outstanding Indebtedness:** Owner acknowledges that Owner is responsible for any outstanding indebtedness against the property for rural

improvement districts, fire districts, and other county-established districts.

**L. Restrictions and Required Mitigation:** Owner agrees to abide by use restrictions and implement required mitigation measures necessary to prevent injury or damage to or degradation of the services being provided.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
(Print Owner Name) \_\_\_\_\_  
(Print Owner Address) \_\_\_\_\_

\_\_\_\_\_  
(Print Owner Name) \_\_\_\_\_  
(Print Owner Address) \_\_\_\_\_