



**Item:** Consecutive System Agreement  
**From:** Public Works Department  
**Initiated By:** Department of Environmental Quality  
**Presented By:** Jim Rearden, Public Works Director  
**Action Requested:** Approve Standard Agreement for Consecutive Water Systems

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**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission approve the Consecutive System Agreement and allow it to be offered to Consecutive Water Systems for their consideration”.

2. Mayor calls for a second, discussion, inquiries from the public, and calls for the vote.

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**Staff Recommendation:** Approve Agreement.

**Background:**

Under State law trailer parks of a certain size are considered Public Water Systems. Until recently, the Montana State Department of Environmental Quality (DEQ) has not enforced this designation. DEQ has recently informed several area trailer parks that they are PWSs and are therefore required to perform certain duties. Where the trailer park purchases its water from a larger utility (defined as a consecutive water system), the Administration Rules of Montana Section 17.38.210 allow exclusion from certain of these requirements. To be eligible for these exclusions, the consecutive system must have a written agreement with its water provider that defines certain responsibilities.

The proposed Consecutive System Agreement requires the City to include the population of the consecutive system when determining sampling requirements (the location and frequency of which are largely based on population) and to provide the system owner with public notices and a Consumer Confidence Report. The City already does these things, therefore there is no additional burden to the City as a result of this agreement.

**Concurrences:**

Developed in conjunction with DEQ  
Reviewed by the City Legal Staff

**Fiscal Impact:**

None

**Alternatives:**

The City Commission could vote to deny Agreement.

**Attachments/Exhibits:**

Consecutive System Agreement

# CONSECUTIVE SYSTEM AGREEMENT

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This agreement ("AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Great Falls ("CITY") and \_\_\_\_\_, PWS ID# \_\_\_\_\_, a consecutive water system ("SYSTEM").

**WHEREAS**, the SYSTEM is a Public Water System and a Consecutive System as those terms are defined by the Code of Federal Regulations Title 40 Section 141.2 and is bound by all applicable Federal, State and Local rules and regulations regarding such, and;

**WHEREAS**, the CITY is a public water system that provides all of the potable water to the SYSTEM and;

**WHEREAS**, the Administrative Rules of Montana Section 17.38.210 allows the SYSTEM to be excluded from certain requirements under conditions described in that Section and the SYSTEM wishes to utilize this exclusion, and;

**WHEREAS**, the SYSTEM represents to the CITY that it meets all of the conditions of the Administrative Rules of Montana Section 17.38.210(1)(a) through (d)., and;

**WHEREAS**, this AGREEMENT is intended to fulfill the requirements of the Administrative Rules of Montana Section 17.38.210(1)(e).

**NOW , THEREFORE**, in consideration of the mutual promises contained herein the parties agree as follows:

- 1) The CITY will include the SYSTEM in its sampling plans (as part of the CITY's population and as potential sampling sites). This does not mean the CITY will routinely sample from the consecutive system, but the CITY reserves the right to sample from the consecutive system as it deems necessary.
- 2) In the event there is need for the CITY to issue a public notice regarding the potable water supply, the CITY will issue public notice to the SYSTEM at its property address. The SYSTEM will be responsible for notification of its users. The SYSTEM will be responsible for notifying the Department of Environmental Quality (DEQ) that the public notice was delivered as required by local state or federal regulations. The CITY will not be responsible for delivery of public notice to the individual users of the SYSTEM under any circumstance.
- 3) The CITY will issue a single Consumer Confidence Report to the SYSTEM at the property address. The SYSTEM will be responsible to copy and distribute, as required, the Consumer Confidence Report to its users. The SYSTEM is responsible for notifying the Department of Environmental Quality (DEQ) that the Consumer Confidence Report was provided to their users as required by local state or federal regulations.
- 4) The SYSTEM further agrees that the consecutive system:
  - a. Consists only of distribution and storage facilities and does not have any collection or treatment facilities;
  - b. Obtains all of its water from the CITY, but that the CITY does not own or operate the consecutive system;

## CONSECUTIVE SYSTEM AGREEMENT

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- c. Does not sell water to any person;
  - d. Is not a carrier that conveys passengers in interstate commerce;
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- 5) Nothing in this AGREEMENT will obligate the CITY to operate or maintain any asset owned by the SYSTEM.
  - 6) Nothing in this AGREEMENT will obligate the CITY to modify the operation or maintenance of the CITY's water treatment or water distribution system.
  - 7) Nothing in this AGREEMENT will relieve either party from any duty required by local, state or federal rules or regulations.
  - 8) This AGREEMENT may be terminated by the SYSTEM upon 30 days notice to the CITY.
  - 9) This AGREEMENT may be terminated by the CITY upon 90 days notice to the SYSTEM for good cause, including, but not limited to:
    - a. Changes in State or Federal rules or regulations that significantly increase the burden to the CITY caused by the terms of the AGREEMENT.
    - b. Failure by the SYSTEM to uphold any obligation to the CITY, including those obligations outlined in City Ordinance, the SYSTEM's Water Service Agreement or this AGREEMENT.
  - 10) This AGREEMENT applies to and binds the heirs, successors, executors and assigns of the parties to this AGREEMENT.
  - 11) This AGREEMENT supersedes all prior written and verbal agreements, representations, promises, or understandings between parties.
  - 12) The CITY may amend the AGREEMENT in response to changes in state or federal rules or regulations or in response to circumstances that were not anticipated at the time the AGREEMENT was drafted. The CITY will provide notice to the SYSTEM of any proposed amendment and the SYSTEM will be given 30 days to comment. The amendment will go into effect 30 days after the SYSTEM is provided with a copy of the final version of the amendment.
  - 13) The person executing the AGREEMENT on behalf of the SYSTEM represents and personally warrants that he/she has authority to enter into this AGREEMENT on behalf of the SYSTEM.

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**(SYSTEM Signature)**

\_\_\_\_\_

(Name) (Authorized Signature)

STATE OF MONTANA            )

County of Cascade            : ss.

City of Great Falls            )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_

Notary Public for the State of Montana

(NOTARIAL SEAL)            Printed Name: \_\_\_\_\_

Residing at Great Falls, Montana

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

# CONSECUTIVE SYSTEM AGREEMENT

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(SEAL & ATTEST)

**City of Great Falls** \_\_\_\_\_

By \_\_\_\_\_

**Greg Doyon**

**City Manager** \_\_\_\_\_  
(Title)

By \_\_\_\_\_  
**Lisa Kunz**

**City Clerk** \_\_\_\_\_  
(Title)

APPROVED FOR LEGAL CONTENT:

By \_\_\_\_\_

**Chad Parker**

**Acting City Attorney** \_\_\_\_\_  
(Title)