



sanjuancounty.org

## SAN JUAN COUNTY COMMISSION

Bruce B. Adams - Chairman  
Rebecca M. Benally - Vice-Chair  
Phil Lyman - Commissioner  
Kelly Pehrson - Administrator

Kelly Pehrson  
San Juan Spanish Valley SSD  
117 S. Main Street  
Monticello, UT 84535

Dear Resident,

Thank you for your interest in the new community water and sewer system that is planned for the San Juan portion of Spanish Valley. We are excited about the opportunity to help bring the benefits of culinary water and sanitary sewer utilities to your area.

The following are items that every resident should know as we look to finalize the process of establishing these systems.

1. Existing residents of Spanish Valley will not pay impact fees to connect to the system if they agree to connect to the system now. If they do not connect now, they will be required to pay in excess of \$9,000 in impact fees for water and sewer services.
2. Other costs to residents:
  - a. Residents will need to pay for the sewer lateral lines that run from their home to the sewer main nearest their home. This cost will vary based on the length of piping required. The SSD will allow the homeowner to pay for these costs all at once or through a 10-year payback program. The homeowner is also responsible to abandon their septic system which may be an additional cost.
  - b. Included in the system funding is an allowance for water service connection costs. The amount is sufficient to connect the water line to most homes. However, if the homeowner's connection requires work beyond the allowance amount, the homeowner will be responsible for the difference.
3. It is anticipated that monthly user fees will be between \$90 and \$100 for water and sewer service. Agreements with Grand Water and Sewer Service Agency and Moab need to be finalized before this amount will be set.
4. We are planning for construction to begin Spring of 2018 on both systems.
5. More information can be found at [spanishvalleywater.org](http://spanishvalleywater.org)

Attached to this letter, is a Utility Service Agreement that the SSD will need each resident to sign if they want to connect to the systems. Residents are **not** required to sign up for these services, but they will not be eligible for the waived impact fees if they decide to connect later. Their connection will be given to land owners or developers who are wanting connections for their developments and are willing to begin paying user fees. If you are wanting to connect to the systems, please sign and return this agreement to the SSD on **January 10, 2018** or **January 17, 2018** at 6:00 PM at the Grand Water and Sewer Service Agency 3025 E. Spanish Trail Road, Moab, UT 84532 or please mail the signed form to Benny Musselman with San Juan County at 881 East Center Street PO Box 188, Monticello, UT 84535.

Also, attached to this letter is a questionnaire regarding your existing water rights and water well. Residents can keep and use their existing wells for secondary/irrigation purposes. However, if the

resident does not plan to utilize the water right or water well, the SSD would like to discuss acquiring the water right and helping the home owner abandon the well. Please let us know what your plans are regarding your existing well by turning the questionnaire in with the Utility Service Agreement.

If you would like to know more information or you have questions regarding signing up for services, please visit [www.spanishvalleywater.org](http://www.spanishvalleywater.org) or contact Benny Musselman, San Juan County Public Works Director at (435) 587-3230 or Daniel Hawley, District Engineer at 435.201.2507.

Sincerely,



Kelly Pehrson

San Juan County Administrator



**REQUEST AND COMMITMENT FOR  
WATER AND SEWER SERVICES**

The undersigned as a property owner within the Spanish Valley Special Service District (hereinafter "District") created by San Juan County acknowledges that the purpose of this Agreement is to request and commit to the acquisition of culinary water and sewer service as the same is made available to the undersigned by the District.

The undersigned hereby requests such services as indicated herein and commit to the payment of fees or rates associated with such service as provided hereinafter.

The undersigned expressly acknowledges that it has been explained and they sufficiently understand the following:

1. That the undersigned as property owner shall be responsible for all construction and installation costs associated with the extension of the water or sewer system from the District's lines to the undersigned's home or other improvement. Such costs would include excavation, installation of meter and installation of pipelines from the District's lines to home or other improvements as well as the cost of abandoning any existing septic systems, if applicable.
2. The undersigned will use best efforts to be ready to accept and utilize the water or sewer within thirty (30) days after the same is made available to the property.
3. The undersigned agrees to pay the monthly base rate or fee for water (\$36.51) and sewer (\$45.63) beginning with the charges for the first full month following the date upon which the given service is made available even if service connections have not been completed and no services are being used.

The District shall be entitled to a judgment for any unpaid amounts accruing pursuant to the Agreement, together with court costs, attorneys' fees and interest.

This Request and Commitment represent a legal and binding agreement with the District and the same is necessary to allow the District to obtain the necessary funding for the construction of the water and sewer projects.

This Agreement shall bind and apply to the heirs, successors and assigns of the parties hereto. The undersigned acknowledges that if the property owner is a trust or other legal entity, he/she is legally authorized to execute this Agreement for and on behalf of such trust or other entity.

If ownership of the property involved is in the name of a husband and wife, but only one spouse signs, this Agreement shall, nevertheless, be enforceable and the party signing shall be personally responsible for the payments arising hereunder and otherwise agrees to personally guarantee the same.

Execution of this Agreement constitutes a Request and a Commitment for both water and sewer services unless otherwise indicated.

PROPERTY OWNER (Individuals)

PROPERTY OWNER (trust or legal entity)

\_\_\_\_\_  
DATE

By \_\_\_\_\_ DATE

(Office or position, i.e.: trustee, president, member)

\_\_\_\_\_  
DATE