



## COMMERCIAL SANITARY SEWER SERVICE AGREEMENT

The Commercial Sanitary Sewer Service Agreement (this Agreement) is made and entered into by and between the Town of Alpine (Alpine Utility Service Area) and the Customer named herein and shall be effective as of: \_\_\_\_\_

CUSTOMER:

PHYSICAL ADDRESS OF PROPERTY:

LEGAL DESCRIPTION OF PROPERTY:

CUSTOMER MAILING ADDRESS:

### AGREEMENT

NOW, THEREFORE, for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Sanitary Sewer Service Location; Town of Alpine (Alpine Utility Service Area) shall provide Sanitary Sewage disposal services to the property on the terms and conditions set forth herein.
2. Sanitary Sewer:
  - a. Sewer Demand: The property is allocated one (1) ERU of maximum daily sewer per day (Equivalent Commercial Unit equal an average of 375 gallons per day per ERU).
  - b. Sewer Service Line. The Customer of the property shall install and own the own a services line to convey sanitary sewage from future building(s) located on the property to the existing Town of Alpine sewer connection point, as determined by the Town of Alpine. The size of the service line shall be no larger than four inches (4") for Commercial service.
  - c. Uses. The Customer agrees that the Sanitary Sewer service provided under this Agreement is for Commercial purposes only. This agreement only entitles the Customer to one sewer service connection. The customer has no right to additional sanitary sewer service connections, to increase the size of service line or to increase the number of ERUs allocated to the property.
3. Rates and Charges: Sanitary Sewer service rates and charges shall be in accordance with the standard service policies and user rates established by the Town of Alpine. Customer agrees to make regular and normal payment for Sanitary Sewer service provided hereunder. Customer



**Town of Alpine  
Utility District Area  
Commercial Sanitary Sewer Service Agreement**

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agrees to pay the applicable dry meter fees, and demand rate charges to Town of Alpine for Sanitary Sewer service. The current rates are attached hereto as Exhibit A. These fees may change in the future. The customer of the Property has paid a one-time connect fee for Sanitary Sewer prior to connecting to Town of Alpine's Sanitary Sewer service lines.

4. **Repairs:** In the event of damage to or leakage from the customer's Sanitary Sewer system, the Customer shall promptly notify the Town of Alpine and advise the Town of the measures taken to remedy the problems. The Customer shall complete all repairs in a timely manner. In the event of emergency, Customer grants the Town of Alpine the right to enter Customer's Property to make any necessary repairs. In the event of such repairs, the Town of Alpine will bill the Customer for all costs and expenses incurred.
5. **Inspection/Notification:** Customer shall notify the Town of Alpine prior to any connection to the Town's Sanitary Sewer system, or modifications to existing connections. The Town of Alpine shall have at least three (3) business days notice in which to inspect all new connections or modifications to the existing connections. Town of Alpine's inspections shall be conducted to verify the size, capacity and workmanship of the connection and service lines to the Customer's improvements, as well as inspection of the installation of the Sanitary Sewer service line. Notwithstanding such inspection, the Town of Alpine assumes no responsibility and shall have no liability for any aspect of the new or modified lines.
6. **Rules and Regulations:** Customer agrees to be bound by and abide by the Town of Alpine's Rules and Regulations applicable to Sanitary Sewer service, as amended and adopted from time to time. In the event of conflict between the terms of this Agreement and the terms of Town of Alpine's Rules and Regulations the Rules and Regulations shall control.
7. **Access Easement:** The Town of Alpine shall have the right to access the Customer Property and easements to read Sanitary Sewer meters, and address any problem within the Customer's Sanitary Sewer lines or infrastructure that might impact the Town of Alpine's Sanitary Sewer supply quality or capacity yield.
8. **Enforcement:** In the event either party to this Agreement is required to enforce this Agreement by legal proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party the costs incurred, including interest and reasonable attorney's fees.
9. **Assignment:** Customer shall not be entitled to assign this agreement. Upon the sale of the Customer property or a change of Customer, the customer shall notify the Town of Alpine of the termination date for Sanitary Sewer service and this account. The Town of Alpine may assign this agreement in its sole and absolute discretion.



Town of Alpine  
Utility District Area  
Commercial Sanitary Sewer Service Agreement

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of:

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Town of Alpine:

Customer:

\_\_\_\_\_  
*Authorized Town Representative*

\_\_\_\_\_  
*Customer/Property Owner*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*Dated*

***Exhibit A  
See Attachment***