



COMMERCIAL WATER SERVICE AGREEMENT

The Commercial Water 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. Water Service Location; Town of Alpine (Alpine Utility Service Area) shall provide water service to the property on the terms and conditions set forth herein.
2. Water:
 - a. Water Demand: The property is allocated one (1) ERU of water per day (Equivalent Commercial Unit equal an average of 375 gallons per day per ERU).
 - b. Water Service Line and Water Meter: The Customer shall purchase the water meter from the Town of Alpine. The Customer of the property shall install and own the water meter and service line from the existing Town of Alpine curbsstop (or inlet of the meter pit) to future building(s) located on the property. The Customer shall install the meter reading touch pad for the meter in an easily accessible location and above the snow line for the Town of Alpine's staff to perform meter readings. **THE TOWN OF ALPINE STAFF WILL NEED TO INSPECT THE WATER METER AND TOUCH PAD TO ENSURE IT IS WORKING PROPERLY BEFORE FULL ACCESS TO THE WATER SERVICES WILL BE GIVEN.**
 - c. Service Lines: Commercial service lines shall not exceed 1" in diameter.
 - d. Backflow Prevention: Each service line shall have an Approved Backflow Prevention Assembly. Customer's approved Backflow Prevention Assembly for commercial service is: Watts series 007 Double Check Valve, or equivalent.
 - e. Water Quality: The Town of Alpine shall provide water conforming to National Primary Drinking Water Regulations as promulgated by the United States Environmental Protection Agency.



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- f. User: The Customer agrees that the water supply provided under this Agreement is for commercial purposes only. This Agreement only entitles the Customer to one (1) water supply connection. The Customer has no right to additional water supply connections, to increase the size of the service line or to increase the number of ERUs allocated to the Customer property. Town of Alpine may, in its sole discretion, grant additional connections or authorize an increased water service line size, provided such increases in use do not impair the ability of Town of Alpine to provide the agreed water supply rate to all of Town of Alpine Customers.
3. Rates and Charges: Water service rates and charges shall be in accordance with the standard service policies and user rates established by the Town of Alpine and approved by the Wyoming Public Service Commission. Customer agrees to make regular and normal payment for water service provided hereunder. Water usage shall be measured by means of a water meter located on the Customer Property. Customer agrees to pay the applicable dry meter fees, demand rate, and volume charges to Town of Alpine for water service. The current rates are attached hereto as Exhibit A. These fees may change in the future. Changes in water rates are subject to approval by the Wyoming Public Service Commission. The Customer of the property has paid a one-time connect fee for water prior to connecting to Town of Alpine's water service lines.
4. Repairs: In the event of damage to or leakage from the Customer's water 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 water 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 water meter and the backflow prevention device. 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 water 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 water meters, and address any problem within the Customer's water lines or infrastructure that might impact the Town of Alpine's water 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.



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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 water service and this account. The Town of Alpine may assign this agreement in its sole and absolute discretion.

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

Town of Alpine:

Customer:

Authorized Town Representative

Customer/Property Owner

Print Name

Print Name

Dated

Dated



Exhibit A

Commercial /Business Park / Multi-Family Water Rates

<u>Type</u>	<u>Rate</u>	
Dry Meter Charge	\$ 60.00	\$ 60.00
Demand Charge	\$ 65.00	\$ 75.00
Volume Charge (per 1000 gallons)	\$ 3.00	\$ 3.25
Connection Fee	\$ 11,800	\$ 19,800

Light Commercial / Business Park / Multi-Family includes services 1" to 2"

Heavy Commercial/ Business Park /Multi-Family includes services ranging from 3" to 4"