

SOUTHWEST SUBURBAN DENVER
WATER AND SANITATION DISTRICT

Agreement for Sanitary Sewer Stub-In Permit

Residential:____ Non-Residential:____

Stub-in #(s) _____ through _____

This Agreement, made and entered into this _____ day of _____, _____ by and between (Name) _____, herein referred to as **Applicant**, whose address is: _____, and whose phone number is _____ and the Southwest Suburban Denver Water and Sanitation District, hereinafter sometimes called **SWSD**, a quasi-municipal corporation organized and operating in the County of Jefferson, State of Colorado, whose address is P.O. Box 3399, Evergreen, Colorado 80437.

WITNESSETH:

WHEREAS, Applicant desires to install certain stub-in(s) described in Exhibit A attached hereto and made a part hereof,

WHEREAS, Applicant desires to physically install a stub-in, prior to activation of sanitary sewer service, to accommodate street paving, or for other reasons that benefit the Applicant,

WHEREAS, Applicant is willing to assume the risk that sanitary sewer service may never be available through conversion of the stub-in(s) provided for herein.

NOW, THEREFORE, in consideration of the premises, promises and agreements hereinafter contained, the parties hereto understand and agree as follows:

1. A stub-in, as defined in the **SWSD** Rules and Regulations, includes all fittings and pipe necessary to extend the service line from the main past the property line. All stub-ins must be inspected and approved by the **SWSD** District Engineer. Use of a stub-in for sanitary sewer service is prohibited. A Stub-in ceases to exist either upon conversion of the stub-in to a tap, or when not converted to a tap within two years commencing from the date hereof.
2. Applicant has tendered concurrently with the signing of this agreement a non-refundable permit application fee for administration costs for each stub-in described in the attached Exhibit A.
3. Applicant has also tendered concurrently with the signing of this Agreement, a non-refundable payment for inspections costs for each stub-in described in the attached Exhibit A. Inspection fees will be waived for stub-ins connected to the main at the time the main is constructed.
4. This Stub-in Agreement is entered into for the sole convenience of Applicant, so that Applicant may receive benefits such as the ability to pave streets above the physical installation of the tap and service line.
5. This Stub-in Agreement does not guarantee that sewer service will be available through the stub-in, that the stub-in can be converted to a tap, or that conversion of the stub-in will be given preference of any kind over other requests for sanitary sewer taps and service.
6. Maintenance and repair of any stub-in installed pursuant hereto shall be the sole responsibility of the Applicant.
7. In the event the Applicant discharges sewage through a stub-in installed pursuant hereto prior to conversion of said stub-in to a tap, said stub-in may be disconnected by **SWSD** and/or **SWSD** may

fine the Applicant \$500 per day until the stub-in is converted to a tap. **SWSD** may also avail itself of whatever other penalties and/or legal recourse are available for the unauthorized use of its facilities.

8. This Agreement is made subject to the Rules and Regulations of **SWSD**, which may be amended from time to time.

9. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

By: _____ of _____
Applicant Company

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____.

By: _____ of _____
Applicant Company

Witness my hand and official seal.

My commission expires: _____

Notary Public

ACCEPTED BY SOUTHWEST SUBURBAN DENVER WATER AND SANITATION DISTRICT this _____
_____ day of _____, _____.

By: _____
District Manager