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TAP OWNERSHIP AGREEMENT

SNAKE RIVER SEWER FUND

Name : _____

Date : _____

Legal Property

Description : _____

of Tap (s) : _____ **Tap Fee :** _____ **Additional Monthly User Charges:** _____

Standby Monthly Charges : _____

This agreement is made on the date mentioned above by and between _____ ("OWNER") in Summit County and Summit County Government ("COUNTY"),

WHEREAS, the COUNTY owns and operates a wastewater collection and treatment system and has adopted fee schedules and policies concerning the use of said system; and

WHEREAS, the Owner desires to obtain the use and benefits of said system for Owner's property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties hereto agree as follows:

1. The COUNTY agrees to sell and the OWNER agrees to purchase for the amount of _____, _____ Tap(s) subject to all of the following terms and conditions.

2. The OWNER shall as of this date become liable for monthly "standby charges" in the amount first mentioned above and will continue to be liable for "standby charges" until the OWNER receives a valid "Certificate of Occupancy" from the County Building Inspector, at which time standby charges will cease and

"user charges" will commence.

3. If the property to which any tap in this agreement is assigned to is not "improved upon" or used within eighteen (18) months of the date of this agreement, then the OWNER agrees to forfeit that tap and all fees associated with or collected on that tap. For the purposes of this agreement, "improved upon" or "used" shall mean that the foundation for the proposed structure is physically constructed and reasonable progress is being made towards completion and certificate of occupancy (ref., Resolution 78-214).

4. Any tap in this agreement shall be assigned only to the property with the legal address stated above and shall not be sold, traded, transferred or otherwise assigned to another property with a different legal address. The OWNER may choose to forfeit any tap that is no longer needed through the abandonment process. The OWNER must notify the COUNTY of any intentions to abandon any tap assigned to the legal address stated in this agreement.

5. All fees and charges associated with any tap in this agreement shall be billed quarterly, in advance, and shall be due in full on or before the first day of the second month of each quarter. All charges for which payment is not received by the COUNTY by the last day of the quarter in which it is due shall have added interest at the rate of 1.5% per month, or any fraction thereof, plus all costs, including reasonable attorney's fees, incurred in collection.

In addition, the OWNER understands and agrees that all unpaid fees and charges may at the COUNTY's option be placed as a lien upon the OWNER's property: and that said fees and charges will be collected in the same manner as if the delinquent amount were part of the general ad valorem taxes otherwise levied by the COUNTY. (ref., CRS 30-20-420).

6. The OWNER agrees to provide or cause to be provided and maintain and operate at the Owner's expense all service and collector lines needed to connect to the COUNTY's system. Further, said service and collection lines shall be installed and inspected per COUNTY specifications prior to the connection and backfilling of said

service and collection lines. Should inspection and approval by the COUNTY not be secured prior to backfilling, the OWNER agrees to pay the cost of re-excavation of the line, or lines, for inspection of same and all other costs incidental thereto. No certificate of occupancy shall be issued to any structure to be connected to the system until the COUNTY has inspected and approved the service and collection line.

7. The OWNER agrees that all rules and regulations governing the operation and use of the COUNTY system now in force or as later may be amended or adopted by the Board of County Commissioners will be complied with.

8. The sewer charges and sewer tap fees listed above are computed on the existing equivalent tap schedule currently in effect. The County does not warrant that the number of equivalent taps assigned to this property is sufficient and that the County specifically reserves the right to re-determine the number of equivalent taps for the property at any time and from time to time, and specifically reserves the right to correct any errors that might have been made in determining the property's equivalent taps. It is understood that the Board of County Commissioners may revise the standby and user charges from time to time, and said revisions will become applicable on their effective dates.

9. Property owners with sewer easements on their property are required to keep sewer easements as clear and obstruction free as possible in order to allow Utility personnel and maintenance vehicle access to the sewage collection system. The Utility has the right to permanently remove, or require the owner to permanently remove, any obstruction on any sewer easement such as, but not limited to, trees, shrubs, landscape berms & boulders, retaining walls, fences, and ditches or uneven terrain that would not permit vehicular access to the collection system.

BY : _____
Signature of Owner/Authorized Agent

Printed Name of Owner/Authorized Agent