

WATER/SEWER SERVICE LINE AGREEMENT

AGREEMENT RELATING TO THE COMPLETION OR ABANDONMENT OF SERVICE LINE IMPROVEMENTS IN _____ SUBDIVISION.

THIS WATER/SEWER SERVICE LINE AGREEMENT, (hereinafter called AGREEMENT), entered into as of this ___ day of _____, by and between the CITY OF GILLETTE, WYOMING, (hereinafter called CITY), and _____, hereinafter called SUBDIVIDER).

W I T N E S S E T H:

- 1) That the SUBDIVIDER has submitted to the CITY for approval, an application for a subdivision and a subdivision plat of the _____ Subdivision, (hereinafter called SUBDIVISION); and
- 2) That all service lines shall be adequately installed to each lot in a residential zoned area or properly abandoned in all zoning districts, in the event necessary. The City of Gillette Subdivision Regulations, (hereinafter called REGULATIONS), require that such service lines be installed or be abandoned according to City Standards. The SUBDIVIDER is responsible for the installation and/or abandonment of service lines; and
- 3) That the SUBDIVIDER is required by the REGULATIONS to install or guarantee the installation of all service lines and taps, according to plans and specifications approved by the City Engineer and the Wyoming Department of Environmental Quality, prior to approval of the subdivision plat; and
- 4) That Certificates of Occupancy may not be issued until all service lines are installed and/or abandoned according to City Standards except as expressly permitted by the City Engineer; and
- 5) That when necessary installation or abandonment of service lines has not been completed, but the SUBDIVIDER elects to record the plat, a financial guarantee shall be provided to the CITY. The amount of the guarantee is based on an estimate made by the City Engineer and is to be an amount not less than one hundred percent (100%) of the estimated cost of all service line improvements remaining to be installed or abandoned; and
- 6) That the SUBDIVIDER has furnished to the CITY a guarantee of the proper installation of service line improvements. The financial guarantee shall be acceptable to the City Attorney and the amount shall be approved by the City Engineer. This AGREEMENT, accompanied by the required financial guarantee, shall be submitted by the SUBDIVIDER to the CITY, prior to the CITY recording the plat.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. All service line installation and/or abandonment costs shall be reflected in the SERVICE LINE COST ESTIMATE, attached hereto and incorporated herein by this reference, and being a list of the required subdivision improvements and Engineer's estimate of construction costs, as approved by the City Engineer, shall be constructed and completed by the SUBDIVIDER, according to the plans and specifications reviewed and approved by the City Engineer.
2. All subdivision improvements designated on the SERVICE LINE COST ESTIMATE shall be installed, constructed and completed by the SUBDIVIDER within twenty-four (24) months from the date of approval of the final plat by the City Council, on _____. The completion date shall be _____. The final guarantee shall be valid for a period of sixty (60) days after the above reference date for completion. All construction shall be performed in a good and workmanlike manner, in accordance with applicable City, County and State standards, rules and regulations governing such construction.
3. The SUBDIVIDER shall inform the City Engineer as to the progress of construction, and shall give written notice to the City Engineer of completion of the service line improvements or categories thereof, and shall cooperate in the reasonable inspection of the improvements by the City Engineer.
4. Within ten (10) business days after receipt of the above notice of completion, the City Engineer shall inspect the installation and/or abandonment of the service line(s) to which notice of completion applies, and within ten (10) business days after receipt give the SUBDIVIDER either notice of approval or denial and corrective action required. Upon receipt of a notice of approval by the City Engineer, the financial guarantee may be released back to the SUBDIVIDER. In the event of denial by the City Engineer, the SUBDIVIDER shall correct all deficiencies and notify the City Engineer when all stated deficiencies are completed. Upon inspection and approval, the financial guarantee may be released by City Staff.
5. The estimated cost of constructing or abandoning the service line(s) is agreed to be that set forth on the SERVICE LINE COST ESTIMATE. The required financial guarantee is in the amount of \$_____, and is to guarantee that the funds are available for the installation/abandonment of all service lines as described in the SERVICE LINE COST ESTIMATE. Upon completion of all work and inspections and approval by the City Engineer, this AGREEMENT shall become null and void and of no force and effect, in which event the financial guarantee shall be returned to the SUBDIVIDER in full. If the improvements are not completed and approved on or before the end of the AGREEMENT period, the CITY shall obtain funds from the financial guarantee posted by the SUBDIVIDER to complete the described service line improvements and to

