

**AGREEMENT FOR PAYMENT OF
APPLEWOOD SANITATION DISTRICT EXPENSES
INCURRED FOR THE _____ PROJECT**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the **APPLEWOOD SANITATION DISTRICT**, a quasi-municipal corporation, hereinafter referred to as "the District", and _____, hereinafter referred to as "the Property Owner".

WITNESSETH

WHEREAS, the Property Owner is desirous of obtaining sewer service for its property within the District; and agrees to adhere to all Applewood Sanitation District, and Metro Water Recovery, Rules and Regulations and engineering standards, and

WHEREAS, the Property Owner understands that they are responsible for providing signed stamped engineered plans to the district for review and approval prior to any construction of sanitary sewer facilities, and

WHEREAS, the District is desirous of accommodating the Property Owner's requested services; and

WHEREAS, the Property Owner recognizes that prior to connection to the District system, various onsite improvements, such as services lines, vaults, onsite manholes, pretreatment facilities, etc., may be necessary; and

WHEREAS, the parties recognize that the District will incur expenses from legal and engineering consulting services with regard to such things as plan review, easement review, construction, observation of the installation of any onsite facilities, and initial and final inspections; and

WHEREAS, the parties acknowledge that the District has a policy of requiring development to pay its own way in the further expansion of District facilities and services.

NOW, THEREFORE, BE IT RESOLVED that for and in consideration of the foregoing premises and the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. **Full and Separate Accounting of Expenses.** The District will maintain separate accounts of all funds expended and fees and expenses incurred by the District as a result of providing services in regard to the Property Owner's needs for the property. Monthly statements of expenses incurred will be made available to the Property Owner by the District

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upon request. Expenses to be charged to the Property Owner's account shall include, but shall not be limited to, those fees and expenses attributable to legal publications, referral costs, engineering services, attorney fees, planner/consultant fees, reproduction of materials, the securing of easements and the recording of any documents generated.

2. **Payment of Expenses - Estimate of Expenses.** The Property Owner acknowledges that the District does not employ in-house staff to review development proposals. Portions of all development proposals are reviewed by third party consultants engaged by the District. An estimate of the District's anticipated third-party planner, engineer, attorney, and other professional fees to be incurred as part of the review of and approval of the above referenced project is \$10,000.

(a) **Initial Deposit.** Upon the execution of this Agreement, the Property Owner agrees to deposit with the District the sum of \$10,000, which sum shall serve as an initial deposit and partial payment of third party professional costs incurred by the District while processing the Property Owner proposal.

As the District receives third party billings from its professionals, the District shall apply the funds on deposit to retire the balance due.

In the event that the District determines that additional deposits shall be required to replenish the initial \$10,000 deposit, the Property Owner agrees to remit the requested amount to cover anticipated District expenses.

(b) **Payment of Balance Due at Termination.** In the event the District's review expenses are greater than the funds held by the District at the conclusion of review, the Property Owner agrees to reimburse the District, upon demand, such funds as are necessary to retire the balance due third-party professionals at the time of the District's termination of the review.

3. **Collection of Fees and Costs.** If the Property Owner fails to pay the District's costs incurred herein when due, the District may take those steps necessary and authorized by law to collect the amounts due. The District shall also be entitled to all court costs and attorney fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.

4. **Refund of Unused Deposit.** In the event that the costs incurred by the District for the development process is less than the deposit made by the Property Owner, any excess amounts, without interest, will be timely refunded to the Property Owner.

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IN WITNESS WHEREOF, the District and the Property Owner have caused this Agreement to be duly executed on the day and year first above written.

APPLEWOOD SANITATION DISTRICT

By: _____
District President

By: _____
Applicant

Title: _____

Address: _____

Phone: _____

Email: _____