

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

THIS FUNDING AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between the **APPLEWOOD SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“District”), with a mailing address of P.O. Box 1109, Golden, Colorado 80402-1109, and telephone number 303-232-6883, and _____ a _____ (“Applicant”).

RECITALS

A. The Applicant seeks to obtain sanitary sewer service for property located within the District and known as the _____ project (the “Project”).

B. Applicant agrees to adhere to all District and Metro Water Recovery rules, regulations, and engineering standards.

C. The Applicant understands it is responsible for providing signed stamped engineered plans to the District for review and approval prior to any construction of sanitary sewer facilities.

D. The District is desirous of accommodating the Applicant’s requested services.

E. The Applicant recognizes that prior to connection to the District system, various onsite improvements, such as service lines, vaults, onsite manholes, pretreatment facilities, etc., may be necessary to provide wastewater service to the Project.

F. The parties recognize that the District will incur certain expenses, including but not limited to potential legal and engineering expenses related to plan reviews, contract reviews, real property records reviews, construction observation, connection inspections, and easement reviews, as necessary and as determined in the District's sole discretion (“District Review”).

G. The Applicant agrees to pay the reasonable costs incurred by the District in connection with the District Review of the Project.

H. District Review fees are separate from any applicable connection fees, which may be due to the District prior to connecting to District facilities.

I. The Applicant shall provide the following information with an executed copy of this Agreement:

1. Applicant name and legal entity type must be accurately stated in the introductory paragraph and on the signature block of this Agreement.
2. Legal Description of Property, attached as **Exhibit A**.
3. Completed contact information attached as **Attachment A**.
4. Current Certificate of Good Standing from the Secretary of State's Office for Applicant listed above.
5. A deposit fee paid to the District in the amount of \$10,000 ("Deposit Fee").

NOW, THEREFORE, in consideration of the Recitals, which are expressly made a part of this Agreement, as well as mutual promises and conditions contained herein, the parties agree as follows:

1. **Full and Separate Accounting of Expenses.** The District will track and account for Deposit Fee against the fees and expenses actually incurred by the District for the Project. Monthly statements of expenses incurred will sent to the Applicant. Expenses to be charged to the Applicant's account may include those fees and expenses attributable to the Project incurred by the District, including but not limited to engineering services for plan review, certain construction observation, inspections, verification of easements, and legal review.

2. **Payment of Expenses - Estimate of Expenses.** The Applicant 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.

- a. **Deposit Fee.** Upon the execution of this Agreement, the Applicant agrees to deposit with the District the sum of \$10,000, as the Deposit Fee for costs incurred by the District by professional consultants related to the Project.

As the District receives third party billings from its professionals, the District shall apply the deposit funds towards payment of invoices.

In the event that the District determines that additional funds are required in order to complete its work on the Project, the District shall provide a written communication to the Applicant listing the additional work required to complete the connection process and updated cost estimate. The Applicant 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 Applicant agrees to reimburse the District, upon demand, such funds as are necessary to retire the balance due third-party professionals following connection to the District's system.

3. **Refund of Unused Deposit.** The remaining deposit amount (if any and without interest) will be timely refunded to the Applicant upon successful connection to the District's system.

4. **Collection of Fees and Costs.** If the Applicant 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.

5. **No Guarantee of Approval.** The Applicant expressly acknowledges and agrees that the payment of the Deposit Fee and all costs required for District Review does not guarantee that the District will finally approve sanitary sewer service for the Project.

6. **Connection Fees Separate.** The Applicant expressly acknowledges and agrees that the fees associated with District Review are separate from any additional fees that may be required to receive final approval to connect to the District's system.

7. **Miscellaneous.** This Agreement shall be governed in accordance with Colorado law. Any disputes arising out of or in any way related to this Agreement shall be brought exclusively in the District Court for Jefferson County, Colorado. Nothing in this Agreement is intended to be, and shall not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District, or its directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* This Agreement constitutes the entire Agreement between the parties, and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This Agreement may be amended only by a document signed by both parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their legal representatives, successors, and permitted assigns. Neither party shall assign this Agreement without the written consent of the other party, except that the District may assign this Agreement without consent to any successor legal entity resulting from the consolidation, merger, or other unification of the District and another public agency providing the same services. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement.

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

APPLICANT:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPLEWOOD SANITATION DISTRICT:

By: _____

Title: Board President _____

Date: _____

ATTEST:

By: _____

Secretary

EXHIBIT A

Legal Description

ATTACHMENT A

Project	
Project Name	
Street Address:	
Applicant	
Applicant Name:	
Contact Name:	
Mailing Address:	
Phone Number:	
Contact Email:	
Project Manager	
Project Manager Name:	
Contact Name:	
Mailing Address:	
Phone Number:	
Contact Email:	
Billing Information – Accounts Payable	
Contact Name:	
Mailing Address:	
Phone Number:	
Contact Email:	