

## **IMPREST ACCOUNT AGREEMENT**

This IMPREST ACCOUNT AGREEMENT (“Agreement”) is made to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between the ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY (“ACWWA”) and \_\_\_\_\_ (“Applicant”), and collectively referred to herein as the “Parties.”

### **RECITALS**

WHEREAS, Applicant desires to build the water and/or wastewater facilities described in Exhibit A hereof (“Facilities”) and, following their completion and acceptance by ACWWA, convey them for ownership, operation, and maintenance by ACWWA; and

WHEREAS, ACWWA desires to implement its policy to “have growth pay its own way” and to review and approve the design and construction of the Facilities to be sure that the Facilities comply with ACWWA’s Rules and Regulations.

### **COVENANTS**

NOW, THEREFORE, in consideration of the premises and promises contained herein, the Parties agree as follows:

1. Within ten (10) days of the Effective Date, Applicant shall pay the applicable amount stated on the “Development Imprest Payment Form” (see Exhibit B hereof) to ACWWA (“Initial Imprest Deposit”) which ACWWA shall use to create an “Imprest Account” for the Applicant’s Facilities. ACWWA shall account for the Imprest Account separately from its other funds, and shall use the Initial Imprest Deposit and later deposits to the Imprest Account solely for the purposes stated in this Agreement.

2. ACWWA shall use the Imprest Account to pay the costs of, without limitation, review, inspections, approvals, document reviews, document preparation (including easements), repair of facilities or landscaping occasioned by Applicant, turn-on of service, turn-off of service, and any and all costs associated with the Facilities including ACWWA engineering and legal consultants and ACWWA staff time. Notwithstanding the foregoing, in the event ACWWA incurs costs or damages arising from the Facilities or Applicant's actions or inactions that are greater than the amount in the Imprest Account, the Applicant shall pay such costs from other sources, it being the intention of the Parties that the amount deposited in the Imprest Account shall not be a limit on the amount that may be recovered by ACWWA.

3. The Imprest Account may be commingled with other ACWWA funds. Applicant may receive, upon request, an itemized list of the uses of the Imprest Account.

4. Prior to Probationary Acceptance of the Facilities, ACWWA shall review the account when the balance remaining in the Imprest Account is approximately \$2,500 and shall invoice the Applicant in an amount expected to be adequate to cover ACWWA's remaining costs relating to the Facilities. ACWWA may have to repeat this process until Probationary Acceptance has been granted.

5. Failure to pay shall result in ACWWA's cessation of all of its work on the Facilities, ACWWA's refusal to allow connection of the Facilities to ACWWA's water and/or sewer systems, and ACWWA's refusal to provide new tap connections to the water and/or sewer system for all such tap connections requested by the Applicant for any property served by ACWWA, in addition to all other remedies that are available to ACWWA at law or in equity. Until paid, the unpaid amount plus all costs of collection shall be a perpetual lien against the property served.

6. ACWWA shall retain the Imprest Account until 90 days after Probationary Acceptance. If the remaining funds in the Imprest Account are not sufficient to cover ACWWA's final costs, ACWWA shall invoice the Applicant for the amount needed, and Applicant shall promptly pay such invoice. Upon ACWWA's determination that all costs have been paid, ACWWA shall attempt to contact the Applicant at the address given below (or such

alternate addresses Applicant may provide to ACWWA in writing), in order to attempt to return the remaining balance of the Imprest Account, if any. Applicant's address is:

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Email: \_\_\_\_\_ (mandatory)

If, after two attempts, ACWWA is unable to contact the Applicant to confirm the address to use to send the payment, ACWWA shall hold the funds for 11 months and, at the end of such 11-month period, will again attempt to contact the Applicant. If the Applicant fails to respond, ACWWA shall transfer any remaining funds in the Imprest Account to the Great Colorado Payback Program. Applicant acknowledges and agrees that once the funds are transferred to the Great Colorado Payback Program, Applicant's sole remedy for collection is to seek payment from the Great Colorado Payback Program with no recourse against ACWWA.

7. If during the development process it is determined by the Applicant that construction will not proceed as previously planned, upon written notice from the Applicant that such change has occurred with the development, after deducting any outstanding costs, any balance held in the Imprest Account will be returned.

8. This Agreement is intended to be a complete integration concerning the subject matter hereof, and may be amended only in writing signed by both parties. The provisions hereof are severable. There are no third party beneficiaries of this Agreement.

9. Applicant may appeal any decision made by ACWWA staff in writing to the Board of Directors of ACWWA. Applicant shall have no authority to file an action in any Court until a final decision is rendered by the ACWWA Board. Colorado law shall apply to this

Agreement. Venue for all actions under this Agreement shall be in the Colorado District Court in the County in which the Facilities are located.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective as of the date first written above.

**ARAPAHOE COUNTY WATER AND  
WASTEWATER AUTHORITY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPLICANT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_