



BUENA VISTA SANITATION DISTRICT

26200 COUNTY ROAD 301 • P.O. BOX 3069
BUENA VISTA, CO 81211
(719) 395-8095 • FAX (719) 395-5859
www.buonavistasanitationdistrict.com

CONNECTION AGREEMENT

THIS CONNECTION AGREEMENT ("Agreement") is made and entered into effective the date set forth below by and between BUENA VISTA SANITATION DISTRICT, a Colorado Special District ("District") and the developer identified below ("Developer"):

Effective Date: _____

Developer: _____
Name

Address

Developer's
Engineer: _____
Name

Address

Legal Description of Property to be Served (Service Area):

Residential Taps Covered by this Agreement:

Special Provisions:

WITNESSETH:

WHEREAS, Developer is the owner of the above described land located in Chaffee County (hereinafter referred to as the "Service Area");

WHEREAS, the District is the owner and operator of a sewage disposal system serving customers in the Town of Buena Vista and in certain adjacent areas; and

WHEREAS, the Developer desires for the District to provide sewer services for the Service Area on the terms contained herein and the District is willing to provide such services on such terms.

NOW, THEREFORE, in consideration of the promises and agreements herein contained, the District and

Developer agree as follows:

1. Developer's Representations

The Developer represents as follows:

- a) Developer intends to construct a collection system extension described on Exhibit A attached, which exhibit shows the location and size of the proposed lines, the location of manholes, if any, and the location and size of the main outfall sewer line which is part of such system ("CSE"), the number of residential and commercial taps to be served by the CSE, the boundaries of the Service Area, the point of connection to the District's system and the expected completion date.
- b) Developer has retained the engineer shown above to prepare plans and specifications for the CSE.
- c) Developer has the financial ability to pay for the CSE and other charges provided for hereby.

2. Developer's Preconstruction Agreements

The Developer agrees to perform the following agreements as a condition to actual commencement of construction of the CSE:

- a) Developer will present its final plans and specifications to the District for approval and obtain the approval thereof by the District. The developer's plans and construction documents shall be in conformance with the District's Design Criteria and Construction Specifications as they may exist at the time of submittal of the final plans and construction documents to the District. This review and any changes required by the District shall not give rise to any claim by the developer or 3rd party, nor is any immunity under Colorado Law waived.
- b) The Developer will reimburse the District for all reasonable and necessary legal and engineering costs incurred by the District in connection with this Agreement up through the time of the full execution and delivery of this Agreement and approval of the Developer's plans and specifications.

3. Developer's Construction Agreement

The Developer agrees to perform the following agreements in connection with the actual construction of the CSE:

- a) To construct the CSE in accordance with the District's Rules and Regulations and Developer's plans and specifications as approved by the District and are applicable when the developer begins construction.
- b) To furnish the District copies of all existing and future surveys, as-built drawings, and plans and specifications, both as proposed and as used in connection with the construction of the CSE.
- c) To acquire and pay for all necessary easements and pay for all costs of material, labor, inspection, engineering and supervision (including inspection by the District) incident to said CSE.
- d) To not bury any lines or connections until field inspection thereof has been made by the District and required correction work, if any, performed.
- e) To not connect any service line to the CSE until appropriate tap fees have been paid to the District, and the applicable sewer easement has been conveyed to the District.
- f) To reimburse the District for all reasonable and necessary engineering and legal costs incurred by the District in connection with this Agreement up through the time of the District's Preliminary Acceptance.

4. Developer's Agreements Relating to Operations

The Developer agrees as follows with respect to operations and maintenance of the CSE:

- a) The Developer will operate and maintain the CSE, at Developer's sole cost and expense, until the date of Preliminary Acceptance. The Developer shall continue to operate and maintain the CSE at Developer's sole cost and expense for two years following the date of Preliminary Acceptance and, at District's option, as long thereafter as Developer is in default under this Agreement. The District shall have the right to inspect the CSE from time to time and request the Developer to make such repairs, at Developer's sole cost and expense, as the District

believes to be reasonably necessary. Such repairs extend to and include all post construction work normally incident to the construction of a new sewer system including compaction of the soil, streets, leaks and similar matters. Following the warranty period, the developer by Bill of Sale will transfer the sewer mains to the District and provide a warranty deed for the easements. The District has sole discretion to decide who connects to the new sewer main until the Bill of Sale is conveyed to the District.

- b) Upon request by the District, no sooner than two years after the Preliminary Acceptance, the District will assume responsibility for operation and maintenance of the CSE.

5. District's Agreements

The District agrees as follows:

- a) To provide and make available sewer service to Developer in sufficient quantity for Developer to service the number of residential taps shown above in its Service Area pursuant to this Agreement.
- b) In the sole discretion of the District, to preliminarily accept the CSE upon the date of its completion (the "Preliminary Acceptance"), provided, however that at least one (1) single family residence, or the equivalent thereof, is then being served by the CSE on a year-round basis, that Developer has constructed the CSE in full compliance with the rules and regulations of the District, that Developer has constructed the CSE in accordance with Developer's engineer's plans and specifications as approved by the District's engineers, that the CSE has been sufficiently tested by actual use to show that it is operable and free of defects; and that on said date Developer is not in default under any terms or provisions of this Agreement. The District shall inform Developer of the date of Preliminary Acceptance in writing.
- c) To finally accept the CSE two (2) years from the date of Preliminary Acceptance, provided that on said date Developer is not in default under any terms or provisions of this Agreement.

6. Mutual Agreements

The parties agree as follows:

- a) After the Preliminary Acceptance of the CSE, the District will reimburse to Developer all or a portion of Developer's CSE Construction Cost by paying to Developer the following:
 - i. If, at the request of District, the Developer installs a larger sewer pipe for the CSE than is needed to service the Service Area, the District will reimburse the Developer for the marginal cost of the larger size pipe as certified to it by the District's engineer no later than thirty days following the Preliminary Acceptance Date.
 - ii. (Abolished after August, 1995)
 - iii. The District's obligation to make any payments to Developer shall be suspended during any period that Developer is in default under this Agreement and shall entirely terminate if Developer is in default under this Agreement and fails to cure such default within thirty (30) days after Developer's receipt of written notice from the District specifying the default, the specific provisions of this Agreement not performed and the action needed to correct the default.
- b) The Developer hereby indemnifies, saves, defends and holds the District harmless from any and all claims, costs, injuries or other damages (including reasonable attorneys' fees) caused to it and arising from construction, operation or maintenance of the CSE by the Developer. Such obligations shall continue until such time as the District has finally accepted the CSE and the CSE has been transferred to it provided this indemnity shall continue for an additional five years thereafter with respect to any latent defects in the construction relating to the CSE which the District did not know about or reasonably could not have known about at the time of transfer of the CSE to it.
- c) If the Service Area is not included in the District, the Developer agrees, at the request of the District, to file a petition to annex the Service Area together with any other lands owned by the Developer to the District and to pay all expenses incurred by the District in connection therewith. All customers not included in the District will pay out of District rates.

- d) This Agreement shall bind and benefit the parties hereto and their successors and assigns. The District acknowledges and agrees that Developer may assign all of its rights hereunder to a corporation to be formed which will be controlled by Developer; provided, however, such assignment shall not relieve Developer of any of its obligations hereunder.
- e) In the event of any litigation or arbitration arising out of this Agreement, the court or arbitrator shall award to the prevailing party all reasonable costs and expenses, including attorney fees.
- f) This Agreement shall be recorded with the Chaffee County Clerk and Recorder's Office for the purpose of notifying all subsequent owners/developers of said property that they are responsible for fulfilling the terms and conditions of this Agreement. The cost for this recording will be the responsibility of the property owner/developer.

SIGNED as of the effective date

APPLICANT SIGNATURE: _____

BUENA VISTA SANITATION DISTRICT:

_____ Date

District Chairman

ATTEST:

_____ Date

District Secretary

Offsite Service Area, if any, per Paragraph 6(a)(iii) in Acres: _____

_____ Initial

_____ Initial

_____ Date