

**TOWN OF GRANBY
AGREEMENT FOR PAYMENT OF
EXPENSES INCURRED BY THE TOWN RIGHT-OF-
WAY EXCAVATION PERMIT**

THIS AGREEMENT (“the Agreement” is entered into this _____ day of _____, 202__, by and between the Town of Granby, Colorado, a Colorado municipal corporation, (“the Town”) and _____, a _____ (individual, type of corporation, LLC, etc. if applicable), (“the Applicant”), (collectively “the Parties”).

WHEREAS, the Applicant desires to excavate, trench, cut or open aa street, sidewalk, curb, gutter, curbside, alley or other public place and has made application to the Town for approval of a Excavation Permit; and

WHEREAS, the Parties recognize that the fees as specified by the Municipal Code of the Town may not be adequate to fully cover the Town’s expenses incurred during the application process and, if granted, subsequent enforcement, including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, and fees for administrative time of Town staff, including, but not limited to managerial, clerical, billing, and review time; and

WHEREAS, the Parties hereto recognize that the Town will continue to incur expenses through the excavation process until final completion of the excavation including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, and fees for administrative time of Town staff, security, permits and easements.

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

1. The Town has collected or will collect certain excavation application fees from the Applicant and the Town will apply those fees against the excavation review, referral and enforcement expenses incurred by the Town related to the Applicant’s grading application. In the event the Town incurs review, referral and enforcement expenses greater than the monies collected from the Applicant, the Applicant agrees to reimburse the Town for the additional expenses and fees upon submittal of an invoice. Applicant shall pay all invoices submitted by the Town within ten (10) days of the Town’s delivery of such invoice. Failure by the Applicant to pay any invoice within the specified time shall be cause for the Town to cease processing the application, stop any development or excavation, deny approval of the application, withhold the issuance of building permits or certificates of occupancy and for the Town to exercise such rights and remedies as are otherwise available to it in law or equity or under the applicable provisions of the Town Code.
2. Except where the law or an agreement with the Town provides otherwise, the Applicant may terminate its application at any time by giving written notice to the Town. The Town shall take all reasonable steps necessary to terminate the accrual of costs to the Applicant and file such notices as are required by the Town’s regulations. The Applicant shall be liable for all costs incurred by the Town in terminating the processing of the application.

3. If the Applicant fails to pay the fees and costs required herein when due, the Town may take those steps necessary and authorized bylaw to collect the fees and costs due, in addition to exercising those remedies set forth in Section 1, above. The Town shall be entitled to recover from Applicant all court costs and attorneys' 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. The Town will account for all funds expended and fees and expenses incurred by the Town as a result of the review and referral of the application and enforcement of the terms of any permit granted. Statements of expenses incurred will be made available to the Applicant by the Town. Expenses to be charged to the Applicant's account shall include, but shall not be limited to legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, fees for administrative time of Town staff, security, permits and easements. Within 60 days after the completion of the processing of the application by the Town or after completion and notification to the Town of the excavation contemplated by any permit issued, whichever is later, the Town will provide Applicant with a statement of account and will refund to the Applicant any funds paid by the Applicant that were not expended by the Town, except where the Parties expressly agree to the contrary.

5. Applicant's obligation to pay the costs and expenses provided for in this Agreement shall exist and continue independent of whether the Applicant's application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Applicant prior to a final decision in the process or completion of the contemplated excavation work.

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

PRINTED APPLICANT'S NAME: _____

APPLICANT OF PROPERTY: _____
Signature

APPLICANT'S PHYSICAL & MAILING ADDRESS: _____

APPLICANT'S EMAIL & PHONE #: _____

TOWN OF GRANBY

S E A L

By: _____
Ted Cherry, Manager

Attest:

Cody Mullinex, Town Clerk