

IGA'S



# Southwest Metropolitan Water and Sanitation District Board Member Manual

# **SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT**

## **BOARD MEMBER MANUAL - INTERGOVERNMENTAL AGREEMENTS**

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## **Colorado's Water / Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement**

### **Parties:**

Numerous Colorado water and wastewater utilities

### **Purpose**

To coordinate response activities and share resources during emergencies.

### **Payment Obligation**

None required. Participating utilities may seek reimbursement for direct expenses incurred during emergency response or waive their right to seek reimbursement.

### **Administrative and Maintenance Provisions and Obligations**

- CoWARN is administered by Regional Committees and a Statewide Committee. The Regional Committees provide local coordination before, during and after an emergency. The Statewide Committee establishes the Regional Committees and plan and coordinate the emergency planning and response activities for CoWARN. In addition to utility members, the Statewide Committee includes representatives from the Colorado Department of Public Health and Environment, Rocky Mountain Section of the American Water Works Association, Rocky Mountain Section of the Water Environment Association, Colorado Rural Water Association, Rural Community Assistance Partnership, and the Colorado Department of Local Affairs Division of Emergency Management.
- The Statewide Committee may establish Bylaws for governance of the organization.
- Each member designates an Authorized Official and alternates to be maintained by the Statewide Committee Chairperson in a master list of all members.
- Each member is to maintain resource information to be made available for mutual aid and assistance response.
- Each member may request mutual aide and assistance from participating members in accordance with the process described in the Agreement.

- Each member determines whether it can respond to requests for aid and assistance and is expected to respond to such requests in a timely manner. The Agreement sets forth information to be conveyed from participating members to members requesting assistance if and when they are willing and able to provide assistance.
- The personnel and equipment of responding members remains under the direct supervision and control of the designated supervisory personnel of the responding member.
- The requesting member is expected to supply food and shelter for responding member personnel during the period of assistance.
- The requesting member is to provide responding personnel with radio equipment, as available.
- Requesting and responding members are organized and shall function under the National Emergency Management System (NIMS).
- Unless otherwise mutually agreed, the requesting member is to reimburse the responding member for personnel, equipment and material and supply costs in the manner specified in the Agreement. Responding members are required to send an invoice for reimbursement within 90 days following the period of assistance. Payment is to be made within 45 days of the billing date.
- Members bare the risk of their own actions and determine the kinds and amounts of insurance they require.
- Liability for claims is limited to members who request and respond to each incident.

### **Term**

The Agreement extends to December 31, 2027 and may be renewed for an additional 20 year period upon approval of the participating member. Members may withdraw upon 60 days written notice.

### **Monitoring Requirements**

The District should review and update contact and resource information as necessary, but at least annually.

**Columbine Water and Sanitation District  
Sewer Service Agreement of September 5, 1973**

**Parties**

Columbine Water and Sanitation District (Columbine) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Allows Columbine to transmit sewage from 210 residential units located in the Coventry Subdivision through sewage transmission mains owned by Southwest. The designated point of connection is manhole C-14 on the C-line Interceptor.

**Payment Obligation**

- **Tap Fees:** Columbine is required to pay \$635 per tap for 210 taps within 60 days of execution of the Agreement. Said payment has been made and there are no future tap fee obligations.
- **Transmission Charge:** Columbine is required to pay sewage transmission charges as established by the Southwest Board of Directors. Said charges cannot exceed the charges assessed to residents to Southwest. Southwest does not currently assess transmission charges to residents of the District nor to Columbine.
- **Maintenance Charges:** Southwest is allowed to charge Columbine a pro-rata share of the cost of maintenance of the sewer mains used to transport sewage from Coventry to the Littleton treatment plant. Said pro-rata costs are based on the number of taps being used by Columbine in relation to the total number of taps beings used by all other entities.

**Administrative and Maintenance Obligations**

- Columbine agrees to obtain Southwest's approval of plans and specifications for all sewer lines connected to Southwest's outfall. Further, all construction of all Columbine sewer mains must be inspected by Southwest's engineer.
- The use by Columbine of Southwest's sewer system is subject to all rules and regulations of Southwest and the City of Littleton as amended.



- Southwest assumes no obligation for enforcement of payment obligations from Columbine or its customers to the City of Littleton.
- Columbine is obligated to maintain its sewer mains in accordance with the engineering standards of Southwest and the City of Littleton.
- Columbine is required to maintain “adequate” liability insurance coverage.
- Columbine agrees to indemnify Southwest from and all expenses for damages occasioned to Southwest by reason of connecting to the District’s facilities.
- Columbine is obligated to maintain accurate records of all taps connected and to monitor its system for unauthorized taps.
- Columbine agrees to supervise its sewer system to prevent “excessive” ground water infiltration.
- The Agreement requires the approval of the City of Littleton.

### **Term**

None

### **Monitoring Requirements**

Southwest must determine maintenance, repair and rehabilitation costs as they are incurred for all District facilities used by Columbine and bill a pro-rata share of such costs to Columbine.

## **Columbine Water and Sanitation District Sewer Service Agreement of December 4, 1987**

### **Parties:**

Columbine Water and Sanitation District (Columbine) and Southwest Metropolitan Water and Sanitation District (Southwest)

### **Purpose**

Allows Columbine Water and Sanitation District to abandon a sewage lift station and make an 8-inch connection to Southwest's C-Line Interceptor to provide sewer service to 35 single family equivalent taps located within a specified geographic area (a portion of Three Ponds Subdivision) within Columbine. The point of connection is manhole C-8. The Agreement provides for service to 35 taps regardless of flow.

### **Payment Obligation**

- **Tap Fees:** Columbine agrees to pay tap fees in the amount of \$840 per single family equivalent tap prior to connection of each individual tap. Southwest may increase said fees upon 30 days notice provided that said fees do not exceed one and one-half times the fees charged in Southwest. The tap fees have been adjusted periodically since 1987 to levels equal to the tap fee charged in Southwest.
- **Sewer Service Charges:** Columbine is required to pay sewer service charges to Southwest in the amount of \$50 per single family equivalent tap per year. Said fees are due in arrears by the 15<sup>th</sup> of January.

Southwest reserves the right to increase sewer service charges up to 10 percent per year upon 30 days written notice, provided that the charges do not exceed the product of 50 percent of the Southwest mill levy for operations times the assessed valuation for an average home within the service area.

### **Administrative and Maintenance Obligations**

- Columbine is obligated to operate and maintain its sewer mains which are connected to Southwest facilities.
- Columbine agrees to provide the name, address, and legal description for each property served at, or prior to payment of tap fees.

- Columbine is required to obtain Southwest's approval of construction plans and specifications for all sewer mains ultimately connected to the C-Line Interceptor. Southwest has the right to inspect all construction.
- Columbine agrees to indemnify Southwest.
- Columbine agrees to impose and enforce all Southwest rules and regulations relating to sanitary sewer service within the specified service area.
- Columbine agrees to install and maintain a flow meter at the request of Southwest.
- Columbine recognizes that Southwest provides no warranty that the C-line will be free from interruption and that Southwest will not be liable for any interruptions beyond Southwest's control.

### **Monitoring Requirements**

- Southwest should monitor and confirm the number of sewer taps within the service area at least annually.
- Southwest should maintain a log of the address and legal description of each tap.
- Southwest will invoice sewer service charges prior to January 15 of each year.
- Southwest should review tap fee and service charge amounts annually.

### **Term**

The Agreement specifies conditions under which Southwest may unilaterally terminate the Agreement. Unless terminated under the specified conditions, the Agreement remains in effect until terminated by mutual agreement.

**Columbine Water and Sanitation District**  
**Modification to Sewer Connection Agreement dated June 23, 1995**  
**(Modifies the Sewer Service Agreement of December 4, 1987)**

**Parties:**

Columbine Water and Sanitation District (Columbine) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Modifies the service area specified to in Sewer Service Agreement of December 4, 1987 to include Lot 48 in the Coventry Subdivision (6388 Wolff Ct.).

**Payment Obligations**

Payment obligations remain the same as specified in the Sewer Service Agreement of December 4, 1987.

**Administrative and Maintenance Obligations**

Administrative and maintenance obligations remain the same as those specified in the Sewer Service Agreement of dated December 4, 1987.

**Monitoring Requirements**

Monitoring requirements remain the same as listed in the summary for the Sewer Service Agreement of December 4, 1987.

**Term**

The Agreement specifies conditions under which Southwest may unilaterally terminate the Agreement. Unless terminated under the specified conditions, the Agreement remains in effect until terminated by mutual agreement.

**Columbine Water and Sanitation District  
Platte Canyon Water and Sanitation District  
Sewer Connection Agreement of August 1, 2000**

**Parties:**

Columbine Water and Sanitation District (Columbine), Platte Canyon Water and Sanitation District (Platte Canyon) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Provides for the connection of a sewer tap servicing a specified property (Koets property at 4580 W. Christenson Lane) within the Platte Canyon into an 8-inch sewer main owned by Columbine that ultimately connects to a sewer interceptor owned by Southwest.

**Payment Obligations**

**Tap Fees:** Prior to connection to Columbine's sewer main, the owner of the property (Koets) is required to provide evidence to Platte Canyon that applicable sewer tap fees have been paid to Columbine, and that Columbine has issued a sewer tap permit.

Platte Canyon agrees to directly pay to Southwest the tap fee specified in the Columbine - Southwest Sewer Agreement dated December 4, 1987, as amended under which Columbine is obligated to pay tap fees to Southwest.

**Sewer Service Charges:** Platte Canyon Agrees to pay directly to Southwest the sewer service charge specified in the Columbine - Southwest Sewer Agreement dated December 4, 1987, as amended, under which Columbine is obligated to pay Southwest \$50.00 per tap per year (as amended from time to time).

**Administrative and Maintenance Obligations**

- Platte Canyon is obligated to provide to Columbine a minimum of three days notice prior to making the sewer tap on Columbine's sewer main.
- Platte Canyon retains the right to enforce its rules and regulations regarding sanitary sewer service even though the sewer tap is connected to a Columbine sewer main.
- Platte Canyon agrees to cooperate with and assist Columbine in enforcing its rules and regulations with regard to the property.

### **Term**

The Agreement remains in effect until terminated by mutual agreement.

### **Monitoring Requirements**

Southwest must ensure that the required sewer service charge payment is made to the District by Platte Canyon prior to January 15 of each year.

**Columbine Water and Sanitation District and  
Platte Canyon Water and Sanitation District  
Restated and Amended Sewer Connection Agreement of 2003  
(Amends the Sewer Connector Agreement of August 1, 2000)**

**Parties:**

Columbine Water and Sanitation District (Columbine), Platte Canyon Water and Sanitation District (Platte Canyon) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Restates and amends the Sewer Agreement dated August 1, 2000 by expanding the service boundary and providing for the connection of one additional sewer tap serving a property located at 4600 W. Christensen Lane.

**Payment Obligations**

**Tap Fees:** Platte Canyon is required to verify the owner of 4600 W. Christensen Lane has obtained a sewer tap permit from Columbine Water and Sanitation District.

Platte Canyon agrees to pay directly to Southwest, Southwest's sewer tap fee as required by the Columbine - Southwest Sewer Agreement dated December 4, 1987.

**Sewer Service Charges:** Platte Canyon Agrees to pay directly to Southwest the sewer service charge specified in the Columbine - Southwest Sewer Agreement dated December 4, 1987, as amended, under which Columbine is obligated to pay Southwest \$50.00 per tap per year (as amended from time to time).

**Administrative and Maintenance Obligations**

- Platte Canyon is obligated to provide to Columbine a minimum of three days notice prior to making the sewer tap on Columbine's sewer main.
- Platte Canyon retains the right to enforce its rules and regulations regarding sanitary sewer service even though the sewer tap is connected to a Columbine sewer main.
- Platte Canyon agrees to cooperate with and assist Columbine in enforcing its rules and regulations with regard to the property.

### **Term**

The Agreement remains in effect until terminated by mutual agreement.

### **Monitoring Requirements**

Southwest must ensure that the required sewer service charge payment is made to the District by Platte Canyon prior to January 15 of each year.



**City and County of Denver - Board of Water Commissioners**  
**Participation Agreement of March 26, 1975**  
**(Conduit 120)**

**Parties:**

City and County of Denver acting by and through its Board of Water Commissioners (Denver Water) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Denver Water agrees to increase available water supplies to Southwest by 5.5 million gallons per day (2,236 three quarter inch equivalent taps) in exchange for construction of specified water transmission and distribution facilities to be conveyed to Denver Water.

**Payment Obligation**

- **Construction Costs:** Southwest agrees to pay engineering, right of way acquisition and construction costs for 5,498 feet of 16-inch water main and 8,426 feet of 24-inch water main in S. Carr St. between W. Coal Mine Ave. and W. Ute Ave. Denver Water agrees to pay construction costs for 1,991 feet of 24-inch water main in W. Ken Caryl Ave. between S. Carr St. and a point 1,991 feet to the east of S. Carr St. Southwest agrees to pay engineering costs for water main to be constructed in Ken Caryl Ave. by Denver Water.
- **Maintenance and Replacement Costs:** All facilities constructed in accordance with the Agreement are to be operated, maintained and replaced at Denver Water's cost.

**Administrative and Maintenance Provisions and Obligations**

- Southwest is obligated to design and construct at its sole cost 5,498 feet of 16-inch water main and 8,426 feet of 24-inch water main in S. Carr St. between W. Coal Mine Ave. and W. Ute Ave. (Conduit 120).
- Denver Water is obligated to construct at its cost 1,991 feet of 24-inch water main in W. Ken Caryl Ave. from S. Carr St. to a point 1,991 feet east of S. Carr St. Engineering costs are to be paid for by Southwest.
- Southwest is obligated to obtain rights-of-way for all construction.

- All facilities are to be deeded to Denver Water for future operation, maintenance and replacement.
- Denver Water is obligated to provide to Southwest a treated water supply equal to 5,500,000 gallons per day which equates to 2,236 equivalent  $\frac{3}{4}$ -inch taps. The new taps are in addition to 849 taps in Southwest and Meadowbrook Water District that were receiving service as of May 1, 1974. Thus, the Agreement specifies a total water supply of 3,085 taps.
- If Denver Water determines that the facilities installed pursuant to the Agreement are capable of supplying additional water beyond 3,085 taps, Southwest may acquire additional water supplies upon payment of unspecified participation charges.

### **Term**

Perpetual

### **Monitoring Requirements**

Southwest should monitor the number of taps installed pursuant to the Agreement.

**City and County of Denver acting by and through its Board of Water  
Commissioners Participation Agreement of December 28, 1977  
(Bellevue - Simms)**

**Parties:**

City and County of Denver acting by and through its Board of Water Commissioners (Denver Water) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Southwest acquires additional treated water supplies equal to 11,900 equivalent ¾-inch water taps from Denver Water in exchange for funding the construction of numerous specified water transmission, storage and pumping facilities.

**Payment Obligation**

- **Construction Costs:** Denver Water and Southwest agree to share costs for engineering, right-of-way acquisition and construction for specified water transmission, storage and pumping facilities. The Agreement specifies cost sharing percentages for each of the contemplated facilities.
- **Operation, Maintenance and Replacement Costs:** Denver Water is obligated to pay all operating, maintenance and replacement costs for all facilities constructed pursuant to the Agreement.

**Administrative and Maintenance Provisions and Obligations**

- Denver Water is obligated to reserve capacity in its facilities to provide service to 11,900 additional equivalent ¾-inch water taps within Southwest.
- Denver Water is obligated to design specified water transmission, storage and pumping facilities listed in Exhibit A of the Agreement. Southwest is granted the right to review and comment on the design plans and specifications and cost estimates pursuant to a detailed procedure set forth in the Agreement.
- Southwest has the right to terminate the Agreement upon payment of all Denver Water costs incurred to the date of termination.

- Denver Water is obligated to obtain all rights-of way with the costs pro-rated between Southwest and Denver Water as set forth in the facility cost sharing arrangement described in Exhibit A.
- The Agreement lists estimated completion dates for each facility in Exhibit B. Denver Water does not guarantee completion of the facilities by the specified dates.
- Denver Water and Southwest agree to share engineering, construction and related costs pursuant to a specified cost sharing proration for each of six facilities to be constructed pursuant to the Agreement. The Agreement sets forth a detailed procedure and schedule for payment of Southwest's financial obligations.
- The Agreement sets forth detailed criteria making new water taps available to Southwest as the various facilities are constructed. The Agreement specifies that 4,678 of the 11,900 taps will be reserved at the new Belleview-Simms Reservoir and Pump Station until future facilities determined by a future participation agreement are completed. A preliminary, non-binding list of facilities contemplated for future construction are described in Exhibit D (Hogback facilities).
- Denver Water has the right to purchase any or all of the 4,678 taps subject to Southwest's written consent and approval.
- Southwest is obligated to use the water taps obtained pursuant to the Agreement within the District's and Meadowbrook Water District's boundaries as specified in their respective Distributors' Contracts. Meadowbrook is included in Southwest's tap allotment because of the dependency of Meadowbrook on Southwest for its water supply.
- The Agreement restates and confirms Southwest's right to a treated water supply equal to 3,213 taps as specified in the Participation Agreement dated March 26, 1975. "Accordingly, the total number of equivalent taps that may be installed within the District...is 10,435 equivalent ¾-inch taps."
- The Agreement specifies that participation costs do not include Denver Water System Development Charges.

## **Term**

Perpetual

## **Monitoring Requirements**

Southwest should monitor all costs incurred pursuant to the Agreement and monitor the number of water taps installed within Southwest and Meadowbrook

**City and County of Denver acting by and through its Board of Water  
Commissioners and Ken Caryl Ranch Water and Sanitation District  
Participation Agreement of September 27, 1983  
(Conduit 131 Phase II)**

**Parties:**

City and County of Denver acting by and through its Board of Water Commissioners (Denver Water) and Ken Caryl Ranch Water and Sanitation District (Ken Caryl) and Southwest Water and Sanitation District (Southwest)

**Purpose**

To provide Southwest and Ken Caryl with an alternate source of water supply to meet water demands within each District's respective service boundaries. The Agreement does not increase the total water supply available but provides an alternate point of connection to Denver Water facilities.

**Payment Obligation**

Southwest agrees to pay Denver Water 78.7% but not more than \$340,550 of the actual cost of construction of Conduit 131, Phase II in accordance with a defined schedule.

**Administrative and Maintenance Provisions and Obligations**

- Southwest and Ken Caryl agree to share the cost (78.7% and 21.3% respectively) of construction of Conduit 131, Phase II, a 24-inch Conduit extending 7,568 feet from Denver Water's Conduit 115 at the SW corner of Section 21, south in S. Simms St. to W. Meadows Dr.
- Denver Water agrees to own, operate and maintain the facility once constructed.
- Capacity for 748 ¾ -inch or equivalent taps is reserved for use by Southwest in Conduit 131, Phase II. This capacity is not new capacity, but is capacity previously acquired in the Denver Water - Southwest Participation Agreement dated December 28, 1977.
- A two way metering station is to be installed at S. Simms St. and W. Meadows Dr. for the benefit of and at the cost of Ken Caryl.

**Term**

Perpetual

**Monitoring Requirements**

Southwest should monitor the number of water taps served by Conduit 131, Phase II to ensure capacity for existing and planned development is not exceeded.

**City and County of Denver acting by and through its Board of Water  
Commissioners Participation Agreement of August 21, 1984  
(Conduit 137)**

**Parties:**

City and County of Denver acting by and through its Board of Water Commissioners (Denver Water) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

For Southwest to obtain water service in areas of the District, and utilize taps reserved to the District under the terms of Paragraph 8A of the Denver Water - Southwest Metropolitan Participation Agreement dated December 28, 1977.

**Payment Obligation**

Southwest agrees to pay Denver Water 100% of the actual construction costs for Conduit 137 consisting of labor and materials, contract payments, engineering and inspection, right of way acquisition, and license and permit fees. Costs are estimated at \$350,000.

**Administrative and Maintenance Provisions and Obligations**

- Southwest agrees to pay the full cost for construction of Conduit 137, 2,6000 feet of 36-inch conduit extending from Denver Water's existing Conduit 115 in S. Simms St. and W. Coal Mine Ave., west in Coal Mine Ave. 2,600 feet.
- Southwest obtains the ability to use capacity (water taps) reserved under the Denver Water - Southwest Metropolitan Participation Agreement of December 28, 1977.
- Denver Water agrees to construct, operate, maintain and replace the Conduit.

**Term**

Perpetual



### **Monitoring Requirements**

Southwest Metropolitan should monitor the number of water taps served by Conduit 137 to ensure capacity for existing and planned development is not exceeded.

**City and County of Denver acting by and through its Board of Water  
Commissioners Participation Agreement of March 1, 1994 and Amendment to  
Participation Agreement dated November 4, 1997  
(Chatfield Reservoir and Chatfield Pump Station Low Side)**

**Parties:**

City and County of Denver acting by and through its Board of Water Commissioners (Denver Water) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Southwest agrees to pay for construction of specified new facilities (Hogback Reservoir, Conduit 137, Phase II, Chatfield Pump Station, Conduit 115 Control Valve, and Chatfield Reservoir) to obtain additional capacity (water taps) for use within its service area.

**Payment Obligation**

Southwest agrees to pay all actual Construction Costs and Board Costs for construction of Hogback Reservoir, Chatfield Reservoir, Chatfield Low Side Pumping Station, Conduit 115 Control Valve, and Conduit 137, Phase II. Board costs (engineering, legal, administrative and overhead) are defined as 17% of actual total construction costs for Hogback Reservoir, Chatfield Reservoir, Chatfield Low Side Pump Station and Conduit 155 Control Valve, and 14% of actual construction costs for Conduit 137, Phase II. Estimated Construction Costs are estimated to be \$5,558,100, Board Costs are estimated to be \$917,300 and Total Costs are estimated to be 6,475,400.

**Administrative and Maintenance Provisions and Obligations**

- Southwest agrees to pay for construction of the following facilities:
  - Hogback Reservoir (3.55 MG Useable Storage)
  - Conduit 137, Phase II (7,000 feet of 36-inch conduit)
  - Chatfield Pump Station (13.38 MG pumping capacity)
  - Control Valve and Vault on Conduit 115 at W. Coal Mine Ave. and S. Simms St.
  - Chatfield Reservoir (45.46 MG Useable Storage)
- Denver Water agrees to design, construct, own, operate, maintain and replace the facilities.

- The Agreement defines Southwest's rights to review construction plans, approve award of construction contracts, oversee construction and approve change orders.
- The Agreement sets forth an arbitration process to resolve disputes that may arise during design and construction of the facilities.
- The Agreement defines a schedule for making payments required by the Agreement.
- The Agreement provides for a credit to Southwest in the amount of \$368,563.38 in recognition of a prior payment (\$99,630) plus accumulated interest.
- Southwest and Denver Water agree that the District is entitled to a capacity sufficient to serve 7,657 ¾- inch or equivalent water taps in exchange for performance under previous agreements, including the Agreements dated March 26, 1975 and December 28, 1977. The Agreement further states that Southwest has issued 9,759 taps which exceeds its entitlement.
- The Agreement specifies that Southwest will receive an increase in system capacity sufficient to serve 2,963 taps in addition to its available 7,657 taps capacity (10,600 total taps) upon completion of Hogback Reservoir.
- The Agreement specifies that Southwest will receive capacity sufficient to serve an additional 3,718 equivalent ¾- inch taps (14,338 total taps) upon completion of Chatfield Reservoir and Pump Station facilities.
- The Agreement provides that Southwest is entitled to increase the size and capacity of Chatfield Reservoir to 5 MG and Chatfield Pump Station of 15 MG in exchange for an increase in capacity sufficient to serve an additional 448 equivalent ¾- inch taps.
- The Agreement confirms that Southwest taps served by Conduit 10 are exclusive of this Agreement and that Southwest has the right to serve 4,000 equivalent ¾ - inch taps from Conduit 10.
- The Agreement reaffirms that Southwest has paid participation charges for 11,900 equivalent ¾ - inch taps in Conduit 109, Phases I and II.
- The Agreement supersedes any conflicting provision in the Participation Agreement of December 28, 1977 and any other Agreements except the Distributor Contract and the September 27, 1983 Agreement between Denver Water, Ken Caryl Ranch Water and Sanitation District and Southwest.

## **Term**

Perpetual

## **Monitoring Requirements**

Southwest should monitor the allowable tap capacity to ensure it is not exceeded by existing and planned development.

## **Amendment to Participation Agreement dated March 1, 1994 dated November 4, 1997**

## **Purpose**

Southwest agrees to increase the size and capacity of Chatfield Reservoir from 4.46 MG to 5.0 MG, and Chatfield Low Side Pump Station from 13.38 MGD to 15.0 MGD. All other provisions, terms and conditions of the March 1, 1994 Agreement remain in full force and effect.

**City and County of Denver acting by and through its Board of Water  
Commissioners Water Service Contract of April 13, 2005  
(Distributor Contract)**

**Parties:**

City and County of Denver acting by and through its Board of Water Commissioners (Denver Water) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

To obtain a reliable, sustainable water supply for Southwest Water and Sanitation District.

**Payment Obligation**

**Water Rates:** Water users within Southwest are obligated to pay water rates and charges as specified in Exhibit C as modified by Denver Water from time to time.

**System Development Charges:** Southwest is obligated to pay or cause to be paid System Development Charges (tap fees) for each connection to a District owned water main. System Development Charges are set forth in Exhibit D to the Agreement and may be modified by Denver Water from time to time.

**Participation Charges:** Participation charges for construction of new facilities and use of existing facilities are determined by separate agreement(s) between Denver Water and Southwest.

**Administrative and Maintenance Provisions and Obligations**

- Denver Water is obligated to “furnish all water necessary to serve the full development of all of the land within Southwest’s Contract Service Area.
- Denver Water is obligated to meet federal Safe Drinking Water Act water quality standards and any other applicable drinking water standards for all water supplied to Southwest.
- Denver Water is obligated to fully meet its water supply commitment to Southwest excepting circumstances that make it “impossible” to meet said commitment. Denver Water is obligated to issue a notice of the existence of factors making it impossible to meet its water supply commitments five years prior to imposing water supply limitations.

- Denver Water retains the right to discontinue the issue of new water taps in the event it becomes impossible to meet its supply commitments.
- Southwest and Denver Water agree to cooperate and do whatever is reasonably necessary to prevent occurrences that would give rise to the issuance of a notice of impossibility to meet water supply commitments.
- During and after the five year notice period Southwest may acquire and convey surface, raw water rights to Denver Water for treatment and use within Southwest's Contract Service Area.
- Southwest has the right during and after the five year notice period to serve a portion of its service area with an alternate water source and completely separate distribution system.

Denver Water will grant a credit to Southwest for water taps converted from Denver Water supplies to the alternate water supply.

- Denver Water may reduce water supply to Southwest in any given year due to inadequate run-off or other circumstances beyond its reasonable control. During such shortages, curtailment on use must be applied uniformly inside and outside Denver.
- Water supplied by Denver Water to Southwest is on a "leasehold basis" and cannot be successively used or reused by Southwest or its customers.
- Southwest is prohibited from comingling water received from Denver Water with other sources. However, Southwest may supply water from another source by means of a completely separate distribution system.
- Southwest is obligated to assist Denver Water in implementing its water conservation plan.
- Denver Water has the right to adopt and impose water service rates and other charges upon users with Southwest's contract service area pursuant to provision and limitations specified in the Agreement. Denver Water may modify water service rates and other charges upon notice to Southwest. The rate setting process to be used by Denver Water is set forth in the Agreement. "The parties agree that water service rates charged to users with Southwest's contract service area shall be considered fair and reasonable so long as they use recognized water utility rate making practices as described in the Agreement, and are related to cost of service incurred by the Board in providing water service to Distributors, as determined by Denver Water".
- Southwest grants Denver Water all of its power and authority to impose and collect water service charges within its contract service area. Southwest is obligated to require its users to pay Denver Water's charges.

- Southwest is responsible for construction and maintenance of its water distribution system and agrees to maintain the system in good repair.
- In the event of disconnection from Denver Water's system, Southwest agrees to pay damages equal to the reproduction cost of any facilities rendered useless as a result of the disconnection.
- Denver Water agrees to obtain Southwest approval prior to issuing water supply licenses, or allowing or making connections to Southwest facilities. Southwest assumes liability for any unreported connections.
- Denver Water and Southwest agree that each party has the right to enforce their respective rules and regulations and each party agrees to provide the other party notice before disconnecting any service connection or restoring service after it has been terminated by the other party.
- Southwest agrees to be bound by the Operating Rules, Charter Provisions, and Engineering Standards of Denver Water.
- Southwest is obligated to furnish Denver Water with a complete record of its facilities and to not make new installation or changes without providing written notice to Denver Water and allowing Denver Water an opportunity to review and comment on the proposed changes or installations. All facilities must comply with Denver Water Engineering Standards.
- Southwest may expand its contract service area upon written notice to Denver Water but is prohibited from expanding beyond Denver Water's Combined Service Area boundary.
- Denver Water agrees to establish a Rules and Standards Revision Committee consisting of distributor and Denver Water representatives for the purpose of reviewing and recommending revisions to Denver Water's Engineering Standards and Operating Rules.
- Denver Water may refuse to supply water to premises where use of the water may result in a health hazard.
- The benefits and obligations created by the Agreement cannot be modified "by amendment to the Constitution or laws of the State of Colorado, or to the Charter of the City and County of Denver except in the event an amendment to the Constitution or a State law reconstitutes the Board of Water Commissioners (Board) as a different legal entity or places the Board under the jurisdiction of the Public Utilities Commissioner in which case the Board's obligations cease".
- In the case of a material breach of the Agreement by Southwest, and failure by Southwest to correct the breach, Denver Water may "suspend water service and take possession and control of any portion of the Water Distribution System and other facilities which the

Board finds to be necessary to provide water service within Southwest's contract service area".

- The Agreement is made under and is conformable to the provisions of the Charter of the City of Denver.
- Denver Water represents that "it can provide an adequate supply of water to the people of Denver as required by The Charter section 10.1.13, now and in the future, by reserving for use within the City and County of Denver a portion of the water supply resulting from operation of its water supply projects, and by making available the remaining water supply to the Distributors, for use limited to the Combined Service Area".

### **Term**

The Agreement remains in force until terminated by mutual agreement.

### **Monitoring Requirements**

Southwest should monitor all changes to Engineering Standards and Operating Rules as well as changes to rates and charges to ensure compliance with the terms of the Agreement.



**Denver Water**  
**GIS Data License Agreement**  
**July 23, 2014**

**Parties:**

Denver Water and Southwest Metropolitan Water and Sanitation District (Southwest Metropolitan).

**Purpose**

To enable Southwest Metropolitan to obtain and use Geographic Information System (GIS) data from Denver Water.

**Payment Obligations**

None.

**Administrative and Maintenance Provisions and Obligations**

- Southwest Metropolitan agrees that GIS Data obtained under the Agreement will be used only for internal purposes and that it will not publicly distribute hard or soft copies of the data. Southwest Metropolitan agrees to limit internal access of the data in read-only format.
- Southwest Metropolitan agrees that except for authorized use of the data, it will not copy, reproduce, disseminate, transmit, license, sublicense, assign, lease, publish, post on the internet, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the GIS Data.
- Southwest Metropolitan agrees that it will not use the GIS Data on behalf of or for the benefit of any third party. Southwest Metropolitan agrees to notify its employees or other individuals that have access to the data of the restrictions contained in the Agreement.
- Any consultants retained by Southwest Metropolitan must obtain GIS Data directly from Denver Water.
- Southwest Metropolitan agrees to keep a written record of the location and security restrictions of the GIS Data and to keep the data in a secure manner.

- Southwest Metropolitan acknowledges that the GIS Data may not be completely free of errors and to use the data for reference only. Southwest Metropolitan further agrees to notify Denver Water of any inaccuracies detected in the data.
- Southwest Metropolitan agrees to hold Denver Water harmless from any damages incurred as a result of use of the GIS Data.
- Denver Water is not obligated to provide maintenance, training or support for access or use of the data for the benefit of Southwest Metropolitan.
- Denver Water provides no warranty nor is it legally liable for Southwest Metropolitan's use of the GIS Data.
- The Agreement commences on the date of execution and extends for a one year period.
- The GIS Data remains the property of Denver Water and Southwest Metropolitan acquires no title or ownership interest in the data.
- There is no financial commitment on the part of either party.
- The parties agree that there are no third party beneficiaries.
- Neither party may assign their rights under the Agreement to any other party.

### **Term**

The Agreement terminates one year after execution.

### **Monitoring Requirements**

Request renewal of the Agreement on an annual basis.

**City and County of Denver, acting by and through its Board of Water  
Commissioners  
Agreement for Water Bill Surcharge  
October 22, 2014**

**Parties:**

City and County of Denver acting by and through its Board of Water Commissioners (Denver Water) and Southwest Metropolitan Water and Sanitation District (Southwest).

**Purpose**

Provides for Southwest to impose a surcharge on Denver Water water bills delivered to Southwest customers.

**Payment Obligations**

- Southwest agrees to pay Denver Water a one-time fee in the amount of \$8,500 for modifying Denver Water's billing system to collect the surcharge on Southwest's behalf.
- Southwest agrees to pay Denver Water a quarterly administrative fee based on Denver Water's direct costs for assessing, collecting the revenue for, and remitting the revenue collected from the surcharge.
- Southwest agrees to pay Denver Water an additional quarterly charge in the amount of 7.2% of the quarterly administrative fee referenced above.

**Administrative and Maintenance Provisions and Obligations**

- Denver Water agrees to modify its customer billing system to facilitate the collection of a surcharge on Southwest customer water bills.
- Denver Water agrees to complete the work necessary to impose the surcharge no later than December 31, 2014.
- Southwest agrees to pay Denver Water a one-time fee of \$8,500 to modify its billing system to process Southwest's surcharge.
- Upon modification of the surcharge, Southwest agrees to pay Denver Water a quarterly administrative fee representing Denver Water's direct cost of providing surcharge billing

and collection service plus an additional 7.2% of the administrative fee. Denver Water will bill Southwest at least quarterly and net the billed amount from the remittance of surcharge revenue.

- Denver Water agrees to transfer surcharge revenue less administrative fees at least quarterly, approximately five (5) business days following the end of the collection period.
- Southwest agrees to provide Denver Water with 60 days advance written notice of any change in the amount of the surcharge. The notice must contain a copy of the resolution or other formal record of the surcharge as adopted by Southwest's governing body.
- Denver Water may cease collecting the surcharge by giving sixty days notice to Southwest. Denver Water agrees to refund the entire \$8,500 implementation fee to Southwest if it ceases collecting the surcharge within five years.
- Denver Water retains ownership of all printed material, original works of authorship, electronic documents and intellectual property created as a result of the Agreement.
- The Agreement is made under and conformable to Article X of the Charter of the City and County of Denver.

### **Term**

Perpetual.

### **Monitoring Requirements**

Southwest should verify and document payment of the proper amounts charged to Southwest customers and remitted to Southwest on a quarterly basis.

**Grant Water and Sanitation District (Castlewood Investment Co.)  
Sewer Agreement of August 14, 1962**

**Parties:**

Castlewood Investment Company (Castlewood), Edwin Grant and William Grant (later assigned to Grant Water and Sanitation District) (Grant) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Grant (successor to Castlewood Investment Company, Edwin Grant and William Grant) agrees to immediately pay Southwest to oversize the proposed A-line and C-line interceptor sewers and to ultimately pay Southwest to oversize the B-line interceptor sewer. Grant receives a reservation of 5,000 single family or equivalent sewer taps in the A, B and C-line interceptors.

**Payment Obligation**

**Construction Costs:** Grant agrees to pay Southwest \$54,393.23 to oversize the A-line and C-line interceptors, and \$30,000 to oversize the B-line interceptor. Said payments have been made and there are no future construction payment obligations.

**Tap Fees:** Grant agrees to pay Southwest \$50.00 per single-family or equivalent sewer tap at the time each individual tap is connected.

**Service and Maintenance Charges:** No provision is made for charges related to maintenance, repair or replacement of the interceptor sewers.

**Administrative and Maintenance Provisions and Obligations**

- Southwest agrees to accept and transmit wastewater from 5,000 single family or equivalent sewer taps located within properties owned by Gertrude Hendric Grant and Castlewood Investment Company. The geographic boundaries of the service area are not fixed and may be expanded by Grant. The point of connection to Southwest's sewer system is manhole C-16.
- The Agreement specifies that Southwest will own and be obligated to maintain and repair the A-line, B-line and C-line interceptors.

- The Agreement calls for Castlewood to form a water and sanitation district and assign the Agreement to the district within two years of execution. Castlewood is required to obtain approval of the assignment from the City of Littleton.
- The parties agree to cooperate and seek the approval of the Agreement by the City of Littleton and Platte Canyon Water and Sanitation District.
- Grant (Castlewood) agrees that sewer connections shall be done in accordance with the engineering standards of Southwest.
- Grant agrees to police its sewer mains in order to detect and prevent unauthorized connections.
- Grant agrees to take all steps “reasonably and economically practical to correct any excess groundwater” or pay a tap fee for the number of taps equivalent to the amount of groundwater.
- Southwest has the right to inspect any and all of the Grant District’s sewer lines, installations, facilities, and appurtenances.

### **Term**

Perpetual

### **Monitoring Requirements**

- Southwest should maintain a database of all sewer taps within the Grant District including the Swedish Medical Center area, Clement Park area, and the area north of Bowles Ave. between S. Sheridan Blvd. and Wadsworth Blvd. The database should include address and legal description of each property, type of use and number of equivalent single family taps.
- Southwest should reconcile the number of taps issued by Grant on an annual basis.
- Southwest should obtain “as constructed” drawings and an overall sewer facility map for all Grant sewer mains connected to Southwest facilities.

**Grant Water and Sanitation District Agreement for Sale and Purchase of Water**  
**Main dated June 24, 1983**  
**(This Agreement also amends the Sewer Agreement of August 14, 1962)**

**Parties:**

Grant Water and Sanitation District (Grant) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

**Water**

Grant agrees to purchase from Southwest 12,180 feet of existing 16-inch asbestos-cement water pipe located in S. Sheridan Blvd. and W. Bowles Ave. between S. Sheridan Blvd. and S. Wadsworth Blvd. for \$182,700.

**Sewer**

Grant is allowed to connect 300 of its 5,000 single-family equivalent sewer taps reservation acquired in the August 14, 1962 Sewer Agreement at an alternate point of connection specified as Southwest Manhole C-55 on the Lilly Gulch Interceptor, or such other point(s) of connection as mutually agreed upon.

**Payment Obligation**

**Water:** Grant agrees to pay Southwest \$182,700 for purchase of the 16-inch water main.

**Sewer:** Grant agrees to pay Southwest a sewer tap fee of \$450 for each single-family equivalent tap connected to sewer mains that ultimately connect to the alternative point(s) of connection.

**Administrative and Maintenance Provisions and Obligations**

- Southwest agrees to sell to Grant 12,180 feet of existing 16-inch asbestos-cement water pipe located in S. Sheridan Blvd. (north of W. Bowles Ave.) and W. Bowles Ave. between S. Sheridan Blvd. and S. Wadsworth Blvd. for \$182,700.
- Southwest agrees to install a gate valve at the termination of the pipeline conveyed to Grant, said valve to be normally closed.

- Southwest conveys all of its right, title and interest in a 10-foot wide easement within which a portion of the water main is located.
- Southwest provides to Grant the prerogative of connecting 300 single-family equivalent sewer taps into Southwest Manhole C-55 on the Lilly Gulch interceptor, or at such other point(s) as mutually agreed upon.
- Grant agrees to pay a sewer tap fee of \$450 for all taps connected under the provisions of the Agreement.

### **Monitoring Requirements**

Southwest should maintain a database of each property connected under the provisions of the Agreement including the address and legal description, type of use and number of single-family equivalents.



## **Grant Water and Sanitation District Sewer Agreement of September 22, 2000**

### **Parties:**

Grant Water and Sanitation District (Grant) and Southwest Metropolitan Water and Sanitation District (Southwest)

### **Purpose**

Clarifies that the point of connection to Southwest's sanitary sewer system for 300 taps as specified in the Grant - Southwest Agreement for Sale and Purchase of Water Main dated June 24, 1983 is actually Southwest manhole WMS - 2.5A rather than Southwest manhole C-16. Enables Grant to connect an additional 300 of its total contract capacity of 5,000 sewer taps to Southwest manhole WMS - 2.5A, thus providing for connection of 600 Grant sewer taps to manhole WMS - 2.5A.

### **Payment Obligation**

**Tap Fees:** Grant agrees to pay Southwest a sewer tap fee of \$450 for each single family or equivalent sewer tap connected to facilities that ultimately discharge into Southwest manhole WMS - 2.5A.

**Facility Expansion Fee:** Grant agrees to pay Southwest \$100,000 upon execution of the Agreement for use by Southwest to parallel or expand its sewer system between manholes WMS - 2.5A and the original point of connection, manhole C-18/C-16 to accommodate the additional 300 taps.

**Capital Costs:** Grant agrees to pay a proportionate share of all capital costs incurred by Southwest in replacing or rehabilitating all or any portion of Southwest's sanitary sewer system that carries sewage discharged by Grant. The cost sharing percentage is determined by the number of authorized Grant taps (available contract capacity rather than actual connections divided by the total capacity in single family equivalent taps for the section of sewer pipe being replaced or rehabilitated.

### **Administrative and Maintenance Provisions and Obligations**

- The Agreement provides for a change in the point of connection for a total of 600 Grant sewer taps to Southwest manhole WMS - 2.5A from the original point of connection prescribed as manhole C-16 (later C-18) in the Grant - Southwest Sewer Agreement of

August 14, 1962 but does not increase the total allowable capacity of 5,000 single family or equivalent sewer taps.

- Grant agrees to obtain or require its tap applicant to obtain a Southwest sewer tap permit prior to allowing connection to its sewer facilities.
- The Agreement describes the method for determining single-family equivalency for commercial sewer taps of Southwest's unit fixture computation formula in effect when a tap permit is obtained.
- Grant agrees to indemnify Southwest.
- Southwest has the right to suspend the issuance of sewer tap permits if necessary to protect public health, safety or welfare.
- The Agreement is subject to Southwest's continued right to transmit wastewater to the City of Littleton for treatment.
- Grant is required to obtain approval from Southwest and Littleton for the discharge wastewater from any industrial user.
- Southwest agrees to own, operate and maintain all of its sanitary sewer facilities that Grant has a right to use and Grant obtains to ownership interest in said facilities.

### **Term**

The Agreement remains in force until terminated by mutual agreement.

**Grant Water and Sanitation District  
Third Amendment to Sewer Agreement of September 23, 2011**

**Parties:**

Grant Water and Sanitation District (Grant) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

To amend the methodology for determining the single family equivalency for non-residential sewer taps as specified in the Grant - Southwest Sewer Agreement of August 14, 1962, the Grant - Southwest Agreement for Sale and Purchase of Water Main of June 24, 1983 and the Grant - Southwest Sewer Agreement of September 22, 2000.

**Payment Obligation**

None.

**Administrative and Maintenance Provisions and Obligations**

- The Agreement confirms that the single-family equivalency of all Grant sewer taps made prior to August 1, 2011 is determined by using Southwest's fixture unit computation formula in effect at the time was made.
- The single family equivalency for all Grant taps made after August 1, 2011 is determined by the size of the water tap serving the building based on the equivalency criteria used by Metro Wastewater Reclamation District as amended from time to time. The equivalency table in use at the time of execution of the Agreement is:

<u>Water Tap Size (inches)</u>	<u>Number of SFE's</u>
¾	1.9
1	4.5
1.5	11.0
2	22.0
3	42.0
4	76.0

- For altered connections, the water tap size serving the building after alterations are made shall provide the basis for determining single family equivalency.

- The Agreement reaffirms Grant's reserved capacity in Southwest's sewer system of 5,000 single family equivalent sewer taps of which 600 may be discharged into Southwest manhole WMS-2.5A.

### **Term**

Perpetual.

### **Monitoring Requirements**

Southwest should periodically verify that there are no changes to the Metro Wastewater Reclamation District single family equivalency table as specified in the Agreement.

## **Ken Caryl Ranch Water and Sanitation District Sewer Service Agreement of December 19, 1973**

### **Parties:**

Ken Caryl Ranch Water and Sanitation District (Ken Caryl) and Southwest Metropolitan Water and Sanitation District (Southwest)

### **Purpose**

Southwest agrees to provide Ken Caryl with 4.0 million gallons per day (MGD) capacity (peak rate of flow) in Southwest's A-line and D-line interceptor sewers between the point of connection of Ken Caryl's Massey Draw Interceptor and Southwest's connection to the City of Littleton Interceptor at Bellevue Ave. Ken Caryl agrees to provide to Southwest all of the capacity in the Massey Draw Interceptor over 4.0 MGD. Southwest obtains the right to connect sewer mains serving property west of S. Kipling St. into Ken Caryl owned sewer mains extending north and south from Point D on the Massey Draw Interceptor (Point D being located at approximately S. Kipling St. and Massey Draw).

### **Payment Obligation**

**Lump Sum Payment:** Ken Caryl agrees to pay \$350,000 to Southwest on a phased basis for capacity in the A-line and D-line Interceptor.

**Tap Fees:** Southwest agrees to pay tap fees to Ken Caryl in the amount of \$100 (later recalculated to \$127 due to higher Massey Draw Interceptor construction costs) for each tap made within Southwest that ultimately connects to the Massey Draw Interceptor. Tap fees are to be paid until Southwest reimburses Ken Caryl a specified portion of the Massey Draw Interceptor construction costs based on a formula set forth in the Agreement. [This obligation has been fully satisfied].

**Sewer Charges:** Ken Caryl agrees to pay Southwest a pro-rata share of operation, maintenance, repair and replacement costs for the A-line and D-line Interceptors based on a formula set forth in the Agreement. Reimbursable costs include legal, accounting, engineering and construction costs. Contracts for repair expenses exceeding \$5,000 must be approved by Ken Caryl prior to being executed by Southwest, except for emergencies.

Southwest agrees to reimburse a pro-rata share of operation, maintenance, repair and replacement costs for the Massey Draw Interceptor based on a formula set forth in this Agreement.

## **Administrative and Maintenance Provisions and Obligations**

- The Agreement specifies that Southwest is selling to Ken Caryl 4.0 MGD capacity in the A-line and D-line Interceptors and is not selling any interest in the physical facilities.
- Southwest agrees to maintain accurate, complete records of the operation, maintenance, repair and replacement costs for each reach of the A-line and D-line Interceptors to calculate Ken Caryl's pro-rata share of such costs. Southwest agrees to submit repair contracts exceeding \$5,000 to Ken Caryl for review and comment prior to execution except for emergency situations. Reimbursable costs include legal, accounting and engineering and exclude general and administrative costs. Costs resulting from overloading of the A-line and D-line Interceptors are the responsibility of Southwest.
- The Agreement sets forth the general alignment and minimum capacity for various reaches of the Massey Draw Interceptor. A formula for dividing the construction, legal, accounting and engineering costs for the Massey Draw interceptor between Ken Caryl and Southwest is incorporated in the Agreement. Southwest's pro-rata share of costs is to be reimbursed through tap fee payments only.
- Ken Caryl is to acquire and own the easements for installation of the Massey Draw Interceptor. Southwest acquires no interest in the physical facilities constructed and owned by Ken Caryl.
- Ken Caryl agrees to install and maintain a metering device or devices as necessary to measure the quantity of sewage that Ken Caryl deposits into the Massey Draw Interceptor to ensure it does not exceed 4.0 MGD.
- Ken Caryl agrees to own, operate, maintain, repair and replace the Massey Draw Interceptor and to keep accurate and complete records of the costs thereof. Southwest agrees to reimburse a pro-rata share of said costs based on a formula set forth in the Agreement. Ken Caryl agrees to provide a copy of each contract exceeding \$5,000 to Southwest for review and comment prior to executing the contract except for emergency situations.
- Both parties agree to not serve areas outside of their boundaries without the written approval of the other party and the City of Littleton.
- Ken Caryl agrees to construct at its sole cost sewer mains extending north and south of Point D on the Massey Draw Interceptor, Point D being located approximately at S. Kipling St. and the Massey Draw drainage. Southwest has the right to transmit sewage to Ken Caryl's sewer main in S. Kipling St. from that part of Section 4, Township 4 South, Range 69 West served by Southwest. Southwest agrees to pay a pro-rata share of operation, maintenance, repair and replacement costs for said sewer mains based on the share of design capacity reserved for Southwest's use.

- Each party agrees to see that all tap fees and sewer service charges owed to the City of Littleton within each District's boundaries are timely paid.
- Both parties agree to maintain hazard and general liability insurance in amounts prescribed in the Agreement, and to use the policies endorsed to protect the interests of the other District.

### **Term**

The Agreement remains in effect for 75 years after which it remains in effect unless cancelled by either party not less than three years prior to cancellation.

### **Monitoring Requirements**

Monitor maintenance, repair and replacement costs for the A-line and D-line Interceptors to provide for billing Ken Caryl in accordance with the formula prescribed by the Agreement.

All tap fee payment obligations have been satisfied.

Add Ken Caryl as a co-insured to the District's liability insurance policy.

**City of Littleton**  
**Sewer Connection Agreement of August 15, 1969**

**Parties:**

City of Littleton (Littleton) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Allows the City of Littleton to transmit 12 cubic feet per second (cfs) of sewage from properties located within Littleton of Littleton into Southwest's Platte River Outfall (A-line and D-line Interceptors)

**Payment Obligation**

Littleton is required to make semi-annual payments of \$7,500 to Southwest.

**Administrative and Maintenance Provisions and Obligations**

- Southwest agrees to allow Littleton to connect to the Platte River Outfall sewer line (A-line and D-line Interceptors or Interceptor) at points to be agreed upon with said connections to not exceed 12 cfs total flow.
- Littleton's connections must be done in accordance with Southwest engineering specifications and are not to be made prior to Southwest approval. Manholes are to be constructed at each point of connection.
- Upon Southwest use of 38 cfs capacity in the Interceptors, it may require Littleton to install at City expense a weir or other measuring device to measure the flow from Littleton's connections.
- Littleton agrees to limit ground water infiltration to Southwest's standards, and correct excessive ground water infiltration if it exceeds said standards.
- Littleton is obligated to maintain the connections to Southwest's Interceptors.
- Littleton must maintain records of the type and number of sanitary sewer taps which drain into Southwest's Interceptors, and allow Southwest inspection of said records.



- The Agreement states that Southwest is not a public utility and is not subject to control of the Colorado Public Utilities Commission.

### **Term**

The Agreement is subject to annual renewal at the end of the first three year term.

### **Monitoring Requirements**

- Southwest should verify the number of taps made to City facilities that connect to the Interceptors on an annual basis.
- Southwest should confirm payment of \$7,500 semi-annually.
- Southwest should periodically verify that no additional connections have been made to the Interceptors without District approval.
- Southwest should verify that the term of the Agreement has been extended each year.

**City of Littleton**  
**Sewer Service Agreement of August 15, 1983**

**Parties:**

City of Littleton (Littleton) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Provides for the City of Littleton (Littleton) to accept, transport, treat and dispose of all wastewater transmitted to Littleton from Southwest's "service area". The point of connection to Littleton facilities is defined as Belleview Avenue, approximately 300 feet west of Santa Fe Drive.

**Payment Obligation**

**Tap Fees:** The Agreement requires that a tap permit to be purchased from Littleton prior to connection being made to Southwest's sewer mains. Southwest can choose to require property owners to remit tap fees to Littleton or in the alternative can obtain the permit for the owner. Fee amounts are established by Littleton City Charter and may be amended from time to time.

**Service Charges:** Littleton is allowed to charge Southwest's customers a sewer service charge or fee which may be amended from time to time. The Agreement allows Southwest to choose whether to have Littleton assess said fees directly to property owners, or to directly assess Southwest for all Southwest customer charges.

The Agreement provides for a differential between inside City and outside City tap fees and sewer service charges. However, the Agreement further provides that a minimal differential in fees and charges in the "ultimate objective".

**Administrative and Maintenance Provisions and Obligations**

- Each party agrees that the other party is not a public utility as defined by C.R.S. 40-1-103.
- The Agreement designates Southwest's connection point to Littleton facilities as being Belleview Avenue, 300 feet west of Santa Fe Drive.
- Sewage delivered by Southwest is not to exceed 5-day B.O.D. strength of 300 Mg/L.

- Infiltration shall not exceed the lesser of standard set by the Colorado Department of Health or 200 gallons per 24-hour day per inch of diameter of pipe per mile. Drainage from storm drains, French drains or similar structures is prohibited. The Agreement states that infiltration standards may change over time. The Agreement sets forth penalties and connecting procedures should the Southwest exceed prescribed standards.
- Littleton standards, ordinances and regulations including ordinances relating to pretreatment of industrial sewage, are applicable to Southwest and its users. Littleton agrees to notify Southwest and offer an opportunity to comment in advance of any amendment to said standards, ordinances or regulations.
- The Agreement is subject to the requirements of Section 110 of the Charter of the City of Littleton.
- Littleton agrees to use its “best efforts” to provide for the future sewage treatment needs of Littleton and Southwest, and that if conditions develop that said needs cannot be accommodated, that discontinuance or allocation of service will be made in a “fair and equitable manner.”
- Southwest agrees to locate sewer mains, so far as possible, in dedicated roadways and submit for approval by Littleton’s Director of Public Services detailed plans and specifications for all sewer mains to be constructed or installed by Southwest.
- Southwest agrees to allow Littleton to inspect all sanitary sewer construction undertaken by Southwest.
- Southwest agrees to provide “as constructed” drawings of all sewer mains, manholes and appurtenances to Littleton.
- Southwest agrees to annually provide a map of the District’s boundaries.
- All connections made to the sewer mains of Southwest must comply with the rules, regulations and ordinances of Littleton and the requirements of the Colorado Department of Health.
- Littleton may require that a sewer main be installed of a size requiring more capacity than necessary so long as Littleton bears the cost for the additional capacity
- Southwest agrees to compel property owners to connect to Southwest sewer mains if required by the Littleton in accordance with C.R.S. 32-1-1006.
- Littleton agrees to grant easements and permission to install sewer mains within Littleton rights-of-way at no cost to Southwest.
- Southwest agrees to require property owners to obtain a sewer tap permit and pay applicable sewer tap permit fees to Littleton before allowing connection to a Southwest sewer main. The parties agree that “a minimal differential of tap fees or service charges

within Littleton with those of users outside Littleton is the ultimate objective of the parties". Littleton is allowed to adjust sewer tap fees.

- Littleton is allowed to impose a sanitary sewer service charge (fee) on Southwest's users, and said fee may be adjusted from time to time as necessary. Littleton has the power to enforce collection of unpaid sewer service charges from users connected to Southwest's sewer mains. Southwest agrees to "exert its best efforts to bring a out payment of such charges."
- The Agreement provides for Littleton to use a different method of charging and collecting sewer service charges, provided that it seeks the input of the District prior to any changes being effectuated.
- Adjustments to sewer service charges or fees must be applied uniformly to all Southwest properties served by Littleton.
- The parties agree that any land within Southwest that is annexed into Littleton shall be charged the same rate as all other Littleton residents.
- The Agreement contains an exhibit describing Southwest's service area which includes potential growth areas outside of Southwest's legal boundaries.
- Southwest is limited to 29,750 single family or equivalent sewer taps when fully developed.
- Southwest is allowed to include areas within its legal boundaries and its sewer service area upon approval of Littleton City Council. Exclusion of properties being served by Littleton is not permitted without the written approval of the President of City Council.
- Neither Southwest nor properties within Southwest are allowed to obtain sewer treatment services from other than the Cities of Littleton and Englewood unless it is approved in writing by Littleton or Littleton is unable to provide service.
- Southwest agrees to police its sewer facilities in order to detect and prevent unauthorized connections, and to disconnect any unauthorized tap if the owner refuses to comply with the requirements of Littleton.
- Littleton has the right to inspect Southwest's sanitary sewer facilities and charge property owners with unauthorized connections twice the amount of Littleton's tap fee. Southwest agrees to assist and cooperate with Littleton to collect unpaid tap fees and charges and from unauthorized users and pay Littleton for said charges if now paid by the owner.
- Littleton agrees to use "every reasonable means" to furnish a continual sanitary sewer service to Southwest.

- Southwest cannot assign the Agreement to another party without the permission of Littleton. Littleton may assign the Agreement to a Regional Service Authority or other similar entity.
- Southwest agrees to notify Littleton six months in advance of proposed capital improvements in order to allow Littleton to become a party to such plans.
- Southwest agrees to provide sewage chlorination services in Southwest owned sewer mains if required by the Colorado Department of Health.
- The Agreement terminates and supersedes the City of Littleton -Southwest Metropolitan Sewer Agreement dated April 12, 1979.
- The Agreement provides that it has no effect on the City of Littleton -Southwest Metropolitan Sewer Connection Agreement dated August 15, 1969 and on eight other sewer service agreements between Southwest Metropolitan and other districts. Said agreements are listed in Exhibit A attached to the Agreement.

### **Term**

The Agreement continues until mutual agreement of the parties.

### **Monitoring Requirements**

Periodically Littleton with a list of new sewer taps.

Periodically police sewer mains for unauthorized taps.

Provide notice of all inclusions within the service area as a courtesy and obtain prior approval from Littleton for all inclusions beyond the serve area boundaries.

Submit a map of District boundaries on an annual basis.

Submit sepia mylar “as constructed” drawings for all sewer main construction.

Provide six (6) months prior notice of construction of all capital improvements and modifications of District facilities.

**City of Littleton**  
**Sewer Connector's Agreement of September 20, 1988**

**Parties:**

City of Littleton (Littleton) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

To allow Littleton to make an additional connection to Southwest's A-line Interceptor pursuant to the terms of the City of Littleton - Southwest Metropolitan Sewer Connection Agreement of August 15, 1969.

**Payment Obligation**

There are no additional payment obligations beyond those prescribed in the August 15, 1969 Agreement.

**Administrative and Maintenance Provisions and Obligations**

- Littleton is allowed to make an 8-inch or smaller connection to Southwest's A-line Interceptor at a point 140 feet south of manhole A-22.
- The service area to be served by the new connection is identified as "Sanitary Sewer District No. 7" which serves 11 properties consisting of five commercial user and three motel-mobile home users serving 30 units, and three single family residential users.

Littleton agrees to provide written notice to Southwest of any expansion in the the service area for Sewer District No. 7 and of any new or changed sewer service connection to any City sewer main that ultimately discharges to the A-line Interceptor through the connection authorized by the Agreement.

- Littleton agrees to provide Southwest with construction plans for each new or enlarged sanitary sewer constructed after the date of the Agreement within Sewer District No. 7.
- Littleton agrees to disconnect the 8-inch sewer connection in the event Southwest enlarges or parallels the A-line Interceptor. Littleton is allowed to reconnect the 8-inch sewer main upon completion of Southwest's construction.

- Southwest has the right to observe the connection to determine compliance with approved plans.
- Littleton agrees that Southwest is not liable for damages caused by service interruptions resulting from accidents or repairs beyond the District's control.
- Littleton agrees to subordinate any easement for sewer mains in District No. 7 to existing or new easements obtained by Southwest for the enlargement or paralleling of the A-line Interceptor.
- All sewage flows arising from Littleton's Sanitary Sewer District No. 7 are applied to the 12 cfs capacity limitation prescribed in the August 15, 1969 Sewer Connection Agreement.

### **Term**

The Agreement remains in effect as long as the 1969 Agreement is in effect.

### **Monitoring Requirements**

Periodically verify that there are no additions or changes to the type and number of users authorized by the Agreement.

**City of Littleton**  
**Addendum to Sewer Connector's Agreement - September 20, 1988**  
**(Amends the Sewer Connector's Agreement of August 15, 1969)**

**Parties:**

City of Littleton (Littleton) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Amends the term and service charge provisions of the Littleton - Southwest Sewer Connector's Agreement of August 15, 1969. The term of the Agreement is to remain in effect for as long as the District can obtain sewage treatment services from the City, or anyone else, for a price and upon such terms and conditions that are similar to the Sewer Service Agreement of August 15, 1983. The service charge provision is amended to allow the District to amend the amount of the annual service charge each year based on the volume of sewage the City is discharging into the District's interceptor sewers.

**Payment Obligation**

None

**Administrative and Maintenance Provisions and Obligations**

- In November of each year, Southwest Metropolitan is required to notify the City in writing of its intentions to adjust the annual service charge for the next ensuing year. The parties are required to then negotiate in good faith to determine the amount of the service charge based on the volume of sewage discharged by Littleton into Southwest's interceptor sewers.

**Term**

Perpetual

**Monitoring Requirements**

Southwest Metropolitan must decide by November of each year whether to notify the City that it intends to increase the annual service charge.



## **Meadowbrook - Fairview Metropolitan District Agreement of 1976**

### **Parties:**

Meadowbrook - Fairview Metropolitan District (Meadowbrook-Fairview) and Southwest Metropolitan Water and Sanitation District (Southwest)

### **Purpose**

Allows Meadowbrook - Fairview Metropolitan District to construct a sanitary sewer system and connect said system to Southwest sewer facilities. Southwest reserves capacity in its system for 1,550 single family equivalent taps to serve Meadowbrook - Fairview.

### **Payment Obligation**

**Tap Fees:** Meadowbrook - Fairview agrees to pay tap fees of \$100 per single family equivalent tap to Southwest for the first 808 single family equivalent taps made to Meadowbrook - Fairview facilities. Meadowbrook - Fairview agrees to pay the then current Southwest tap fee for all single family taps in excess of 808 taps, and for **all** commercial and multi-family taps.

In **addition** to the above referenced tap fees, Meadowbrook - Fairview is required to pay Southwest a tap fee of \$127 per single family equivalent tap for all taps which flow into the Massey Draw Interceptor. Also, Meadowbrook - Fairview is required to pay Platte Canyon Water and Sanitation District \$50 per single equivalent tap made within drainage basin E which connects to facilities owned by Platte Canyon Water and Sanitation District.

**Transmission Charges:** Meadowbrook - Fairview agrees to pay sewer transmission charges as set by Southwest. Said charges cannot exceed charges assessed to Southwest residents by more than 25 percent.

### **Administrative and Maintenance Provisions and Obligations**

- Southwest agrees to allow Meadowbrook - Fairview connect to Southwest outfall sewer mains at specified points as shown on Exhibit A attached to the Agreement. The Agreement recognizes that some Meadowbrook - Fairview discharges into Southwest's system will be from sewer mains owned by Ken Caryl Ranch Water and Sanitation District and Platte Canyon.
- Southwest agrees to reserve Meadowbrook - Fairview capacity for 1,550 single family or equivalent sanitary sewer taps.

- Meadowbrook - Fairview agrees to construct, own and operate the sewer mains serving its residents, and that all construction will be approved by Southwest's engineer. Meadowbrook - Fairview is granted no ownership interest in Southwest sewer facilities.
- Meadowbrook - Fairview agrees to convey outfall sewers A and B as shown and described on Exhibits A, B and C to Southwest upon payment of Meadowbrook - Fairview's bonded indebtedness (May 1996). Southwest however is given full "control and dominion" over sewer mains A and B.
- Meadowbrook - Fairview is required to obtain a tap permit from Southwest before permitting any sewer connection.
- Meadowbrook - Fairview agrees to police its sewer mains to prevent illegal or unauthorized taps and be responsible for payment of tap fees for any unauthorized connection.
- The Agreement specifies that the Meadowbrook - Fairview service area is its district boundaries as shown on Exhibit A.
- The Agreement is subject to approval by the City of Littleton.
- Meadowbrook - Fairview agrees to indemnify Southwest.
- Both parties agree to maintain accurate records of actual taps made into their facilities and make copies available when the taps affect payments provided for in the Agreement.
- Southwest has the right to terminate the Agreement if Meadowbrook - Fairview is in default of payments set forth in the Agreement.

### **Term**

The Agreement terminates 20 years from the date of execution unless extended by written addendum.

### **Monitoring Requirements**

Obtain copies of drawings for all sewer mains constructed (Meadowbrook - Fairview is required to obtain Southwest approval for all construction).

Obtain a list of the type and location of all sewer taps made in Meadowbrook - Fairview on a quarterly basis. Ensure that all tap fees are paid in correct amounts. Send a letter to Meadowbrook - Fairview on an annual basis to confirm number of single family and total taps issued pursuant to the Agreement.

Annually verify by inspection that there are no unauthorized taps.

**Meadowbrook - Fairview Metropolitan District  
Sewer Agreement of July 15, 1981  
(Meadow Drive Sewer Agreement)**

**Parties:**

Meadowbrook - Fairview Metropolitan District (Meadowbrook-Fairview) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Allows Southwest to connect to, and transmit wastewater from 1,064 Single family taps and 280,000 square feet of commercial space within a designated service area through a Meadowbrook-Fairview owned sewer main located in S. Estes St., W. Chatfield Ave., and W. Meadows Dr. (Meadow Dr. Sewer Main).

Provides for Southwest to construct and convey to Meadowbrook-Fairview a sewer main in S. Carr St. and W. Chatfield Ave. capable of serving lots 1 through 4, Block 1, Fairview Heights Subdivision. [Said sewer main was subsequently built by Meadowbrook-Fairview and provides no service to Southwest Metropolitan].

Allows Meadowbrook-Fairview to connect lots fronting on S. Estes St. adjacent to the Southwest sewer main which connects to Meadowbrook-Fairview's Meadow Dr. line pursuant to the terms of the Meadowbrook-Fairview - Southwest Metropolitan Sewer Agreement of 1976.

**Payment Obligations**

**Tap fees:** Southwest agrees to pay tap fees of \$80 per single family tap for the 1,064 single family taps, and \$2,880 for the commercial area tap(s) that are to be served by the Meadow Dr. sewer line. Said tap fees are to be paid on a quarterly basis for all taps connected during the previous quarter.

Southwest and Meadowbrook-Fairview are allowed to assess current tap fees to those properties connecting to each District's respective sewer mains located along the common borders of the Districts.

Meadowbrook-Fairview is required to pay tap fees to Southwest in accordance with the Agreement of 1976 for those properties fronting S. Estes St. that connect to Southwest's sewer main.

**Service Charges:** Each District is allowed to assess sewer service charges to properties located in the other District when said properties are connected to their respective sewer mains

under the common border provision in the Agreements. Service charges must be consistent with service charges assessed by each District to its own residents.

Southwest is allowed to assess sewer charges to Meadowbrook-Fairview in accordance with the Agreement of 1976 for those properties in Meadowbrook-Fairview which front S. Estes St. and are connected to Southwest sewer main.

**Maintenance Charges:** Each District is required to share the costs of maintenance, repair, replacement and upkeep of the Meadow Dr. sewer main in proportion to the respective use of the main at the time of repair. Meadowbrook agrees to inform Southwest of the expenses and its proportionate share of the costs.

### **Administrative and Maintenance Provisions and Obligations**

- The Agreement reaffirms the Sewer Agreement of 1976.
- The Agreement provides that Meadowbrook-Fairview shall remain the owner and be responsible for operation, maintenance and repair of the Meadow Dr. sanitary sewer. Southwest assumes no proprietary interest in the sewer main.
- Meadowbrook-Fairview agrees to reserve capacity in the Meadow Dr. sewer main for 1,064 domestic single family dwelling units and 280,000 square feet of commercial area within a specified geographic boundary within Southwest.
- It is agreed that the top capacity granted to Southwest does not apply to Meadowbrook-Fairview's 1,550 tap capacity granted by the Sewer Agreement of 1976.
- Southwest agrees to police its sewer mains to prevent illegal or unauthorized taps.
- The parties agree that residents of the other District may connect sewer service lines to the sewer collection facilities of the other District along common border lines and upon payment of their existing sewer tap fees.
- Southwest agrees to install a sewer main in S. Carr St. and W. Chatfield Ave. to provide serve to Lots 1 through 4, Block 1, Fairview Heights Subdivision. The sewer line is to be constructed at Southwest's cost and deeded to Meadowbrook-Fairview.
- Meadowbrook-Fairview is allowed to connect lots fronting on S. Estes St. into a sewer main constructed by Southwest.
- The Agreement is subject to the approval of the City of Littleton.
- Southwest agrees to indemnify Meadowbrook-Fairview for damages occasioned by connection or disconnection into or use of the facilities of Meadowbrook-Fairview.

- Both parties agree to keep adequate records of all actual taps into their facilities and make copies available to the other party when the taps affect payments specified by the Agreement.

### **Term**

The Agreement terminates after twenty (20) years unless extended in writing during the twenty (20) year period.

### **Monitoring Requirements**

Record all tap permits issued within the Meadow Dr. sewer service area and pay Meadowbrook-Fairview \$80 per tap on a quarterly basis.

Periodically, or at least annually, inspect properties along common borders between Southwest and Meadowbrook-Fairview to ensure that no unauthorized connections have been made.

Track properties in Meadowbrook-Fairview which front S. Estes St. to ensure that connections are made pursuant to the 1976 Agreement and not pursuant to the common border provisions of this Agreement.

**Meadowbrook - Fairview Metropolitan District  
and Meadowbrook Water District Agreement of December 15, 1983  
(Common Border Agreement)**

**Parties:**

Meadowbrook - Fairview Metropolitan District, Meadowbrook Water District and Southwest Metropolitan Water and Sanitation District

**Purpose**

Provides for each district to connect to water and/or sewer mains owned by one of the other districts, said facilities being located along the common borders of the districts.

**Payment Obligations**

**Tap Fees:** Property owners connecting to water and/or sewer mains owned by another District are responsible for paying then existing sewer and/or water tap fees to the District which owns the facility being connected to.

**Service Charges:** Each District is allowed to assess a service charge to properties of another District connected to its facilities. The service charge cannot exceed the charges assessed to residents within the serving District.

**Administrative and Maintenance Provisions and Obligations**

- The Meadowbrook-Fairview Metropolitan District - Southwest Metropolitan Sewer Agreement of 1976 is reaffirmed.
- The Agreement describes water and sanitary sewer mains constructed along the common borders of the districts and lists those properties allowed to connect to facilities owned by another district.
- Properties connecting to facilities owned by another district are required to pay the district that owns the facility applicable water and/or sewer tap fees applied to residents of the owning district.
- All sewer taps are subject to the terms of the Meadowbrook-Fairview - Southwest Metropolitan Sewer Agreement of July 15, 1981.
- No District receives a proprietary interest in the facilities of another District.

- Properties in Meadowbrook-Fairview which connect to Southwest Metropolitan sewer mains shall not be applied to the 1,550 taps allowed to Meadowbrook-Fairview under the 1976 Agreement.
- Where water and sewer mains are constructed along the common borders of the Districts, the properties located within the constructing District which have not previously connected to a water or sewer main shall connect to the main constructed, notwithstanding the provisions of the Agreement which provides otherwise. Any connections previously made to another District's mains shall be allowed to remain in place unless the District installing the new main wishes to connect the property to its own facilities.
- Each District is required to pay the costs of maintenance, repair, replacement and upkeep of its facilities.
- Each District agrees to comply with the provision of its contract with the City of Littleton and Denver Water Department.
- All parties agree to keep records of all taps made to their facilities and make said records available to the other District when they effect payments required by the Agreement.

### **Term**

The Agreement terminates after twenty (20) years unless extended in writing during the twenty (20) year period.

### **Monitoring Requirements**

Maintain and at least annually update records of all properties connected to facilities owned by another district and confirm that tap fees and any applicable service charges have been paid.

**First Amendment to the Meadowbrook - Fairview Metropolitan District  
and Meadowbrook Water District Agreement of December 15, 1983  
(Common Border Agreement)**

**Parties:**

Meadowbrook - Fairview Metropolitan District (Meadowbrook-Fairview), Meadowbrook Water District (Meadowbrook) and Southwest Metropolitan Water and Sanitation District

**Purpose**

Provides for Meadowbrook to extend a Southwest Metropolitan owned 8-inch water main in S. Estes St. to provide water service to Lots 17, 18, and 19, Block 5, Fairview Heights Subdivision in accordance with the terms of the Meadowbrook-Fairview, Meadowbrook, Southwest Metropolitan Agreement of December 15, 1983.

**Payment Obligations**

The payment obligations prescribed in the Agreement of December 15, 1983 are reaffirmed.

Meadowbrook is responsible for all costs associated with the extension of the 8-inch water main.

**Administrative and Maintenance Provisions and Obligations**

- Meadowbrook agrees to extend at its sole cost an existing 8-inch, Southwest Metropolitan owned water main in S. Estes St. to make it capable of serving Lots 17, 18, and 19, Block 5, Fairview Heights Subdivision.
- All other terms and conditions of the December 15, 1983 Agreement are reaffirmed.

**Term**

As prescribed in the December 15, 1983 Agreement.

**Monitoring Requirements**

See December 15, 1983 Agreement.



**Meadowbrook - Fairview Metropolitan District  
Sewer Agreement of July 25, 1997  
(Amends the Sewer Agreement dated July 15, 1981)**

**Parties:**

Meadowbrook - Fairview Metropolitan District (Meadowbrook-Fairview) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Extend the term of the 1981 Agreement for an additional 20 years beyond the initial 20 years to July 15, 2021.

Increase the sewer capacity available to Southwest in the Meadow Dr. sewer main from 1,064 domestic dwelling units and 280,000 square feet of commercial area to 1,228 single family or equivalent taps and 280,000 square feet of commercial area.

**Payment Obligations**

The payment obligations specified in the July 15, 1981 Agreement are reaffirmed.

**Administrative and Maintenance Provisions and Obligations**

- The capacity granted to Southwest in Meadowbrook-Fairview's Meadow Dr. sewer main in the July 15, 1981 Agreement is increased from 1,064 domestic dwelling units and 280,000 square feet of commercial area to 1,664 single family or equivalent taps and 280,000 square feet of commercial area as a result of a change in engineering design criteria.
- The provisions of the July 15, 1981 Agreement are reaffirmed.

**Term**

The Agreement extends the term of the July 15, 1981 Agreement through July 15, 2021.

### **Monitoring Requirements**

Southwest should record and report to Meadowbrook-Fairview all taps issued within the specified service area and ensure payment of \$80.00 per tap connection fees to Meadowbrook-Fairview.

**Amendment to Meadowbrook - Fairview Southwest Metropolitan  
July, 1976 Agreement dated September 26, 1997**

**Parties:**

Meadowbrook - Fairview Metropolitan District (Meadowbrook) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

To amend the Meadowbrook - Fairview / Southwest Metropolitan Agreement of July 1976 as explained below:

**Payment Obligation**

**Tap Fees:** As specified in the 1976 Agreement.

**Transmission Charges:** The transmission charge provision of the 1976 Agreement (Paragraph IV) is deleted and replaced with the requirement that Meadowbrook pay a pro-rata share of the maintenance, repair, rehabilitation and replacement costs that Southwest incurs with regard to sewer transmission lines that are used to transport Meadowbrook sewage to the location of treatment. The costs are allocated based on the number of Meadowbrook taps capable of discharging sewage in relation to all taps capable of discharging sewage.

**Administrative and Maintenance Provisions and Obligations**

- The term of the 1976 Agreement is modified as explained below under Term.
- Paragraph IV of the 1976 Agreement is replaced with a requirement that Meadowbrook pay a proportionate share of maintenance, repair, rehabilitation and replacement costs (see Payment Obligations above).
- Meadowbrook conveys to Southwest Metropolitan the A and B outfall sewer lines described in Exhibits A and B of the 1976 Agreement to Southwest.
- Meadowbrook agrees to convey to Southwest by warranty deed all easements for A and B outfall sewer lines.
- Meadowbrook agrees to submit engineering and design plans and specifications for future sewer mains that will ultimately transmit sewage through the A and B outfall lines to Southwest for review and approval.

- All provisions of the 1976 Agreement not amended by this Agreement are reaffirmed.

### **Term**

The term of the 1976 Agreement is extended to July 1, 2007, “and for such additional period of time as Meadowbrook and any party with which it may contract are utilizing the Southwest sewer interceptor system for the transmission of sewage, unless terminated earlier pursuant to the terms and provisions of the Agreement or by mutual agreement of the parties.”

### **Monitoring Requirements**

Southwest Metropolitan must monitor and record all costs for maintenance, repair and rehabilitation of sewer mains utilized by Meadowbrook and invoice Meadowbrook for its proportionate share of such costs as they are incurred.

**Second Amendment to the Meadowbrook - Fairview Metropolitan District  
and Meadowbrook Water District Agreement of December 15, 1983  
dated July 28, 1998  
(Common Border Agreement)**

**Parties:**

Meadowbrook - Fairview Metropolitan District (Meadowbrook-Fairview), Meadowbrook Water District (Meadowbrook) and Southwest Metropolitan Water and Sanitation District

**Purpose**

Provides for Southwest Metropolitan to connect to a Meadowbrook-Fairview sanitary sewer main at the intersection of S. Carr St. and W. Moraine Dr. and extend an 8-inch sewer main west in W. Moraine Dr. to serve Lots 2 through 6, Block 2, Ken Caryl Acres in accordance with the terms of the Agreement of December 15, 1983.

**Payment Obligations**

**Tap fees:** Each party connecting to Southwest Metropolitan's 8-inch sewer main in W. Moraine Dr. is required to pay a Southwest Metropolitan sewer tap fee and a Meadowbrook-Fairview sewer tap fee.

**Infrastructure:** Southwest Metropolitan is entirely responsible for the cost of extending the 8-inch sanitary sewer main in W. Moraine Dr.

**Administrative and Maintenance Provisions and Obligations**

- Southwest Metropolitan is authorized to connect to a Meadowbrook-Fairview sanitary sewer main at S. Carr St. and W. Moraine Dr. and extend it to the west in W. Moraine Dr. to serve Lots 2 through 6, Block 2, Ken Caryl Acres Subdivision.
- The parties agree that Southwest Metropolitan's use of Meadowbrook-Fairview's sewer main is consistent and authorized by the terms and provision of the Agreement of December 15, 1983.
- Design and construction of the sewer main are the responsibility of Southwest Metropolitan. The manhole constructed at the point of connection is to be owned by Meadowbrook-Fairview.

- Lots 2 through 6, Block 2, Ken Caryl Acres Subdivision are included within and subject to the terms and provision of the Agreement of December 15, 1983.

### **Term**

As prescribed in the December 15, 1983 Agreement.

### **Monitoring Requirements**

See Agreement of December 15, 1983.

**Meadowbrook - Fairview Metropolitan District  
Second Amendment to July, 1976 Agreement dated  
April 23, 1999**

**Parties:**

Meadowbrook - Fairview Metropolitan District (Meadowbrook) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

To amend the Meadowbrook / Southwest Agreement of July 1976 (second amendment) as specified below:

**Payment Obligation**

**Tap Fees:** Meadowbrook is required to pay Southwest a tap fee of \$227 per single-family residential sanitary sewer tap plus Southwest's current sewer tap fee for all taps connected directly or indirectly to Southwest sewer lines from the date of the Second Amendment (April 23, 1999).

**Administrative Provisions**

- Southwest agrees to expand the capacity in its sewer system provided to Meadowbrook under the July 1976 Agreement. The capacity is increased by 336 single-family equivalent residential taps to a total of 1,886 single-family equivalent residential taps.
- Meadowbrook is required to pay tap fees to Southwest for all future connections as specified above under Payment Obligations - Tap Fees.
- The terms and conditions of the July 1976 Agreement and the First Amendment to the July, 1976 Agreement dated September 26, 1997 are reaffirmed.

**Term**

As specified in the First Amendment to the July, 1976 Agreement dated September 26, 1997.

### **Monitoring Requirements**

Southwest must monitor Meadowbrook sewer connections (at least annually) to verify that tap fees have been paid for all connections in accordance with the Agreement.



## **Platte Canyon Water and Sanitation District Sewer Agreement of April 10, 1962**

### **Parties:**

Platte Canyon Water and Sanitation District (Platte Canyon) and Southwest Metropolitan Water and Sanitation District (Southwest)

### **Purpose**

For each district to cooperate for the reciprocal use of existing and proposed sanitary sewer facilities to effect a more efficient and less costly method of providing sewer services to properties located in each district.

Southwest Metropolitan purchases capacity in Platte Canyon's existing Platte Canyon Main (Platte Canyon Outfall Sewer) for 2,300 single family equivalent taps, 1,500 taps upon execution of the Agreement and 800 taps subject to available capacity and subject to completion by Southwest Metropolitan of sewer line "B".

Platte Canyon is allowed to connect 2,300 permanent single family equivalent sewer taps to Southwest Metropolitan's Dutch Creek interceptor sewer.

### **Payment Obligations**

#### **Tap Fees**

- Southwest Metropolitan is required to pay Platte Canyon \$50 per single family tap for the first 1,500 taps connected to Platte Canyon's system at the time said taps are made. All tap fees, whether taps are connected or not, are required to be paid within seven (7) years of execution of the Agreement [obligation completed].
- Southwest Metropolitan was required to pay Platte Canyon \$50 per tap for the additional 800 taps at the time of connection. All fees had to be paid within three (3) years of completion of the "B-line" sewer [obligation completed].
- Platte Canyon customers are required to pay Southwest Metropolitan tap fees for taps ultimately connected to the Dutch Creek Interceptor (2,300 maximum) at a rate determined by dividing the cost of construction of the Dutch Creek Interceptor to the point of connection by the estimated capacity of the sewer main.

### **Service and Maintenance Charges**

Neither district is required to pay operating, maintenance, repair or replacement charges to the other district.

### **Administrative and Maintenance Provisions and Obligations**

- The Agreement provides a definition and description of the location of the various sewer mains addressed by the Agreement. Further, a “map” depicting the location of the sewer mains is attached to the Agreement as Exhibit A.
- Platte Canyon agrees to sell and Southwest Metropolitan agrees to purchase 2,300 single family or equivalent sanitary sewer taps to be connected to Platte Canyon’s outfall sewer through connections made to the outfall sewer by the Dutch Creek Interceptor and the Mountain View Main (Columbine Interceptor). 1,500 taps are allowed upon execution of the Agreement and an additional 800 taps are allowed subject to available capacity and subject to Southwest Metropolitan’s completion of the B-line interceptor sewer.
- Southwest Metropolitan commits to commence construction of the Platte River and Dutch Creek interceptors within 30 days of execution of the Agreement.
- Platte Canyon agrees to allow connection of the Dutch Creek and Mountain View interceptors to the Platte Canyon outfall sewer.
- Upon connection of 1,500 sewer taps from Southwest Metropolitan into the Platte Canyon outfall sewer, Southwest Metropolitan agrees to construct the B-line interceptor connecting the Platte River interceptor to the Dutch Creek interceptor. No additional taps beyond the initial 1,500 taps are allowed to connect to Platte Canyon facilities until completion of the B-line interceptor, connection of the Dutch Creek interceptor to the B-line interceptor, and disconnection of the Dutch Creek interceptor from the Platte Canyon outfall sewer.
- Southwest Metropolitan is responsible for all costs associated with connection and disconnection of the Dutch Creek and Mountain View interceptors from the Platte Canyon outfall sewer.
- Platte Canyon is allowed to connect 2,300 permanent single family or equivalent sewer taps to the Dutch Creek interceptor at unspecified locations. Property owners served by said taps are required to pay Southwest Metropolitan a fee determined by dividing the cost of construction of the Dutch Creek interceptor to the point of connection by the estimated proportionate share of the capacity of the connection(s).
- The Agreement provides that Platte Canyon may charge and retain tap fees from its users that connect to the Dutch Creek interceptor.

- All sewer connections and use of sewer mains and laterals made in accordance with the terms of the Agreement must conform with the engineering standards and rules and regulations of the other district and the City of Littleton.
- Neither district is allowed to charge the other district a tap fee or any other fee or charge except as specified in the Agreement.
- Each district is solely responsible for maintenance of sewer mains which they own. Each district retains title to its facilities and the other district requires no ownership interest in the facilities of the other district.

### **Term**

Perpetual.

### **Monitoring Requirements**

Platte Canyon and Southwest Metropolitan should monitor, record and verify payment of connection charges for all Platte Canyon taps made to Southwest Metropolitan's Dutch Creek interceptor.

**Platte Canyon Water and Sanitation District**  
**Acknowledgement of Consent to Connect 81 Single Family Equivalent Taps to the**  
**Columbine Interceptor Sewer at Manhole MBI**  
**April 23, 1981**

**Parties:**

Platte Canyon Water and Sanitation District (Platte Canyon) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Allows Platte Canyon to make a connection to Southwest's Columbine Interceptor at manhole MBI to serve 81 single family equivalent taps in the Millbrook Subdivision.

**Payment Obligations**

**Tap Fees:** Platte Canyon is required to pre-pay tap fees of \$300 per tap to Southwest (obligation completed).

**Service Charges:** None.

**Administrative Provisions**

None

**Term**

Perpetual.

**Monitoring Requirements**

None.

**Platte Canyon Water and Sanitation District and  
Dutch Creek Homeowner's Association  
Sewer Service Agreement  
May 13, 1991**

**Parties:**

Platte Canyon Water and Sanitation District (Platte Canyon), Dutch Creek Homeowner's Association (Association) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

To authorize the Association to obtain sewer service for Tract H, Dutch Creek Village Filing No. 1 from Southwest by allowing a sewer service connection to the Dutch Creek interceptor sewer.

**Payment Obligation**

**Tap Fees:**

The Association is required to pay a sewer tap fee to Southwest in an amount equal to twice the highest Southwest sewer tap fee for commercial connections.

**Sewer Service Charges:**

Southwest reserves the right to impose a sewer service charge on the Association in the event it imposes such charges on Southwest users.

**Platte Canyon Taxes:**

The parties acknowledge that the Association is not exempt from payment of any general ad valorem taxes levied by Platte Canyon and that Platte Canyon may impose fees or charges in the future for services or facilities furnished by Platte Canyon.

**Administrative and Maintenance Provisions and Obligations**

- The parties acknowledge that the Association made an illegal sewer connection to Southwest's Dutch Creek interceptor sewer to serve a bath house located on Tract H, Dutch Creek Village Filing No. 1.
- Tract H is located within Platte Canyon.

- Platte Canyon authorizes, and Southwest agrees that it will provide sewer service to Tract H in accordance with the terms of the Agreement.
- The Association is allowed to discharge sewage generated from the bath house but not a swimming pool located on the site.
- The Association is authorized to make a 4-inch connection to the Dutch Creek interceptor between manholes C-28-4 and C-28-5. The connection is to be made at a new manhole to be constructed by the Association at its sole cost.
- The Association is required to submit design plans for the manhole to Southwest for its approval prior to construction.
- The Agreement sets forth payment obligations as described in the Payment Obligation section above.
- The Association agrees to indemnify Southwest.
- Southwest's rules and regulations relating to sewer service are enforceable in Tract H.
- Southwest may unilaterally terminate the Agreement if its sewage treatment agreement with the City of Littleton is terminated, or in the event of other specified breaches by the Association.
- The Agreement is subject to the approval of the City of Littleton.

### **Term**

Perpetual.

### **Monitoring Requirements**

Southwest should periodically inspect Tract H to ensure that sewer service has not expanded beyond the limitations specified in the Agreement.

**Platte Canyon Water and Sanitation District  
Restated and Amended Intergovernmental Agreement for Services –  
August 22, 2014**

**Parties:**

Platte Canyon Water and Sanitation District (Platte Canyon) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

To achieve economies of scale, promote efficient operations and reduce overall operating and maintenance costs by avoiding duplication of staff and equipment by having Platte Canyon provide management, administrative, operation and maintenance services for Southwest.

**Payment Obligations**

Platte Canyon and Southwest agree to share labor and non-labor operating costs based on a methodology described in the Agreement and a formula for calculating said costs which is attached to the Agreement as Exhibit A.

**Administrative Provisions**

- The Agreement defines Platte Canyon's total labor cost, directly assignable labor cost, shared labor cost, Southwest share of Platte Canyon total labor cost, Platte Canyon non-labor operating cost, Southwest's share of Platte Canyon non-labor operating cost, authorized basic services and negotiated additional services.
- Platte Canyon agrees to provide to Southwest authorized basic services which are essentially the same service performed for Platte Canyon.
- The Districts agree to negotiate the terms and conditions for Platte Canyon to provide any additional services requested by Southwest.
- Platte Canyon agrees to provide to Southwest on or before September 1 of each year a written itemized estimate for providing authorized basic services for the upcoming calendar year. Southwest agrees to review the estimate within 30 days and request an increase or decrease in the proposed basic services so long as the requested changes do not change the total estimated costs by more than ten percent.

- Platte Canyon agrees to submit monthly invoices to Southwest and Southwest agrees to make payment within 30 days. A penalty charge of one percent per month is applied to payments made after 30 days.
- Labor costs and non-labor operating costs are required to be reconciled at the end of each calendar year.
- The Boards of Directors of the Districts are required to meet jointly during October of each year to discuss and review the administration of the Agreement and any problems that have arisen. The meeting is also to be a planning session to plan the management, administration, operation and maintenance activities for the upcoming year.
- Platte Canyon agrees to submit for the approval of Southwest decisions to purchase new vehicles or equipment, hire new employees or increase wages, salaries or benefits of existing employees.
- Property owned by each District is to remain under the ownership and control of each District.
- Platte Canyon employees remain employees of Platte Canyon and Southwest has no liability for direct payment of wages, salaries or other compensation.
- Platte Canyon and its employees are deemed to be independent contractors to Southwest and not employees of Southwest.
- Platte Canyon agrees to be responsible for the defense and payment of any tort claim for injuries to person or property that results or arises out of any act or omission that occurs in connection with the operation and maintenance of Platte Canyon's property and facilities and Southwest agrees to be responsible for the defense and payment of any tort claim for injuries to person or property that results or arises out of any act or omission that occurs in connection with the operation and maintenance of Southwest's property and facilities.
- Each party agrees to indemnify the other party.
- Platte Canyon agrees to maintain reasonable itemized records covering the costs of services performed and make such records available to Southwest upon request.
- Each District agrees to maintain general liability insurance at specified amounts and Platte Canyon agrees to maintain workers compensation, employers liability and automobile insurance.



## **Term**

The Agreement terminates December 31, 2024, but may be extended for five year periods at the option of Southwest and with the consent of Platte Canyon. Either District may terminate the Agreement on the first day of January of any year subject to a minimum of six months advanced notice.

## **Monitoring Requirements**

Platte Canyon is to prepare monthly invoices for services provided and reconcile the invoices and costs for providing services annually.

Platte Canyon is to prepare by September 1 of each year an itemized estimate for providing services to Southwest in the coming year.

**Platte Canyon Water and Sanitation District  
Intergovernmental Agreement for Joint Office  
and Garage Facility - January 1, 2008**

**Parties:**

Platte Canyon Water and Sanitation District (Platte Canyon) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

To enable Platte Canyon and Southwest Metropolitan to cooperate in the operation, maintenance, repair and use of the Office and Garage Facility located at 8739 W. Coal Mine Avenue.

**Payment Obligations**

Platte Canyon agrees to pay Southwest Metropolitan \$600 per month for operating and maintenance costs for the Office and Garage Facility. Actual operation and maintenance costs are calculated quarterly and divided between Platte Canyon and Southwest Metropolitan with Platte Canyon paying 30% and Southwest Metropolitan paying 70% of the total costs. Platte Canyon's monthly payments of \$600 are deducted from the quarterly costs allocated to Platte Canyon.

**Administrative and Maintenance Provisions and Obligations**

- The Agreement provides that Southwest Metropolitan will pay 70% and Platte Canyon will pay 30% of all building and site operation, maintenance and repair costs.
- Platte Canyon is to pay Southwest Metropolitan \$600 per month as an advanced payment of its share of actual operation, maintenance and repair expenses. Said actual costs are to be calculated and billed or credited on a quarterly basis.
- The \$600 per month charge may be adjusted upon the mutual consent of the parties.
- Southwest Metropolitan agrees to obtain Platte Canyon approval for any capital improvement expenditure exceeding \$5,000.00.
- Platte Canyon payments made more than 30 days late incur a 1% interest penalty.

- The Districts are granted joint use of the property and Platte Canyon is entitled to occupy and use 30% of the storage space and Southwest Metropolitan is entitled to use 70% of the storage space. The manager of Platte Canyon is responsible for assigning said storage space.
- The conference room area is to be jointly used.
- Administrative offices are to be used by Platte Canyon since Southwest Metropolitan has no employees.
- Garage space is to be occupied by Platte Canyon's equipment.
- Southwest Metropolitan remains the owner of the Office and Garage Facility and the real property upon which it is located.
- The Agreement is not to be construed as a multi-year financial obligation in compliance with the TABOR Amendment.
- Southwest Metropolitan agrees to insure the Office and Garage Facility and name Platte Canyon as an additional insured on the policy. Platte Canyon agrees to pay 30% of the cost of the insurance.
- Both Districts agree to maintain comprehensive general liability insurance at limits specified in the Agreement.
- The parties agree to cooperate in the use of the Office and Garage Facility and discuss operation of the building at least once per year, preferably in November or December.
- Upon termination of the Agreement the building and site improvements are to be appraised and Southwest Metropolitan is required to pay Platte Canyon 30% of the appraised value. If there is disagreement over the appraised value, the parties are required to seek binding arbitration.

### **Term**

The Agreement terminates on December 31, 2018 unless terminated earlier by mutual agreement.

The Agreement may be extended upon six month's advance notice from Platte Canyon to Southwest Metropolitan and Southwest Metropolitan agreement to renew for an additional five year period.

Either party may terminate the Agreement as of January 1 of any year upon not less than six month's advance notice.

### **Monitoring Requirements**

Southwest Metropolitan is to bill Platte Canyon \$600 per month and reconcile the payments to actual operating, maintenance and repair expenses on a quarterly basis.

## **Platte Canyon Water and Sanitation District Water Service Agreement of 1985**

### **Parties:**

Platte Canyon Water and Sanitation District (Platte Canyon) and Southwest Metropolitan Water and Sanitation District (Southwest)

### **Purpose**

Provides for Platte Canyon to provide water service to Tract C, Block 3, Columbine Knolls Filing No. 10 located within Southwest Metropolitan.

### **Payment Obligations**

**Tap Fees:** The owners of the property are required to purchase a Platte Canyon water tap permit at twice the amount of the tap fee charged for properties located within Platte Canyon.

**Service and Maintenance Charges:** The Agreement states that Platte Canyon is not prohibited from imposing a monthly service charge for water service to the property or directly to Southwest Metropolitan.

### **Administrative and Maintenance Provisions and Obligations**

- Platte Canyon agrees to provide water service to Tract C, Block 3, Columbine Knolls Filing No. 10 in accordance with its rules, regulations, standards and specifications.
- Platte Canyon water facilities used to provide service to the property are to be owned, operated and maintained by Platte Canyon.
- Platte Canyon does not guarantee the allocation of water taps to serve the property in the event taps are allocated by Denver Water.
- The Agreement is subject to approval by Denver Water.
- The Agreement is subject to the rules and regulations of Platte Canyon.

### **Term**

Perpetual.

### **Monitoring Requirements**

Platte Canyon should monitor the assessment and payment of a water service charge if imposed.

**Platte Canyon Water and Sanitation District  
Water Connection Agreement of September 28, 1999**

**Parties:**

Platte Canyon Water and Sanitation District (Platte Canyon) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Provides for Platte Canyon to provide water service to a 10.3 acre tract of land within Southwest Metropolitan located at the northwest corner of S. Pierce St. and W. Coal Mine Ave. (The Plateau Subdivision).

**Payment Obligations**

**Tap Fees:** Property owners within the area to be served by Platte Canyon are required to obtain a Platte Canyon tap permit and pay Platte Canyon tap fees equal to the fee charged to Platte Canyon properties at the time application is made for a Platte Canyon tap permit.

**Service and Maintenance Charges:** Platte Canyon reserves the right to impose water service charges upon Southwest Metropolitan for each single family ¾-inch or equivalent tap connected within the service area receiving water service from Platte Canyon. The service charge may be greater than charges imposed on Platte Canyon customers and may be imposed even if Platte Canyon does not impose a charge on its customers. The charge imposed on Southwest Metropolitan must be reasonably related and designed to recover the amount of property tax revenue Platte Canyon would receive if the service area was located within Platte Canyon.

**Changes to Fees and Charges:** Platte Canyon retains the right to increase fees and charges upon 30 days notice to Southwest Metropolitan.

**Administrative and Maintenance Provisions and Obligations**

- Platte Canyon agrees to provide water service to a 10.3 acre tract of land located within Southwest Metropolitan at the northwest corner of S. Pierce St. and W. Coal Mine Ave.
- The service area to be served is described in Exhibit A attached to the Agreement and may be enlarged upon the written consent of Platte Canyon.

- Southwest Metropolitan is authorized to make two connections to Platte Canyon owned 12-inch water mains in S. Peirce St. and W. Coal Mine Ave. Southwest Metropolitan agrees to install and own isolation valves at the connections to Platte Canyon facilities. Platte Canyon has the right to operate said valves to isolate its water system. Both Districts agree to provide 24 hour notice prior to operating the valves except in emergency situations.
- Southwest Metropolitan is allowed to serve up to 69 single family attached residential units and four irrigation taps (assuming each tap is ¾-inch in size). Southwest Metropolitan obtains no ownership interest in Platte Canyon's water distribution system.
- Southwest Metropolitan agrees to not issue tap permits for properties within the service area until it receives written confirmation that Platte Canyon has issued a water tap permit and received payment of tap fees for the property. Southwest Metropolitan agrees to be responsible for payment to Platte Canyon of fees and charges not paid by properties within the service area.
- Platte Canyon assumes no responsibility for constructing, owning, operating, maintaining, repairing or replacing water facilities within the service area.
- Platte Canyon must approve construction plans for water facilities constructed within the service area prior to construction.
- Southwest Metropolitan agrees to notify Platte Canyon 72 hours prior to commencement of construction and allow the District to perform inspections as desired.
- Each District agrees to indemnify the other District.
- Southwest Metropolitan agrees to enforce Platte Canyon rules and regulations within the service area.
- The Agreement is subject to the operating rules and regulations of Denver Water.
- Southwest Metropolitan agrees to operate and maintain water facilities within the service area in accordance with Platte Canyon and Denver Water operating rules, regulations and standards.
- Platte Canyon has the right to suspend the issuance of tap permits under specified conditions.
- Platte Canyon has the right to terminate the agreement for breach by Southwest Metropolitan or in the event Platte Canyon's Distributor Contract with Denver Water is terminated.
- Platte Canyon reserves the right to require that Southwest Metropolitan install one or more metering devices if it determines such devices are reasonably necessary.



- Platte Canyon does not warrant water quality nor that its water distribution system will be free from interruption or pressure fluctuations.
- The Agreement is subject to the approval of Denver Water.

### **Term**

The Agreement is to remain in effect until terminated by mutual agreement.

### **Monitoring Requirements**

Platte Canyon should inspect the service area periodically to ensure that tap fees have been paid for all connections made within the service area.

Platte Canyon should ensure the correct payment of water service charges for properties within the service area if service charges are imposed.

**Platte Canyon Water and Sanitation District  
Ken Caryl Road Water Line Ownership and Maintenance Agreement -  
December 5, 1997**

**Parties:**

Platte Canyon Water and Sanitation District (Platte Canyon) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

To establish the respective parties rights and obligations of the parties with regard to ownership, operation, maintenance and repair of:

1. 1,200 feet of 24-inch ductile iron water pipe located in W. Ken Caryl Ave. between S. Carr St. and a point 1,200 feet east of S. Carr St.
2. 800 feet of 16-inch ductile iron water pipe located in W. Ken Caryl Ave. from a point 1,200 feet east of S. Carr St. to a point 2,000 feet east of S. Carr St.
3. 9,250 feet of 18-inch steel water pipe located in W. Ken Caryl Ave. from a point 2,000 feet east of S. Carr St. to Platte Canyon Rd.

**Payment Obligations**

Platte Canyon and Southwest Metropolitan agree to equally share the cost of operating, maintaining, repair and replacing the water lines.

**Administrative and Maintenance Provisions and Obligations**

- Platte Canyon and Southwest Metropolitan agree to own an undivided one half interest in the water mains and appurtenances described in the Purpose section above.
- Each party is assigned ownership of one-half of the capacity of the water lines.
- Each party has a right to operate the water mains and agrees to provide reasonable notice prior to shutting down, connecting to, or performing maintenance that could affect the operations of the other party.
- Maintenance and repair of the facilities is to be done by Platte Canyon with each party sharing the cost equally. Platte Canyon agrees to submit any contract for maintenance or

repair to the facilities exceeding \$5,000 to Southwest Metropolitan for comment prior to performing the work. Emergency work is excepted.

- The parties agree to not allow anyone to connect to the water lines to serve areas outside the boundaries of Platte Canyon and Southwest Metropolitan without obtaining the other District's approval.
- Future expansion of the water lines is subject to negotiation.
- Each party has the unrestricted right to make connections to the water lines, provided such connections do not injure or unreasonably impair the other parties use of the water lines or capacity in the water lines.
- Any losses, claims, expenses, or damages arising from operation, maintenance, repair or replacement of the water lines is to be shared equally unless caused by the sole negligence of one of the parties.
- Each party agrees to comply with applicable standards and requirements of Denver Water and the other party.

### **Term**

The Agreement remains in effect until terminated by mutual agreement.

### **Monitoring Requirements**

Platte Canyon must notify Southwest Metropolitan of any proposed maintenance or repair to the water lines exceeding \$5,000 prior to performing the work.

Platte Canyon must retain detailed accurate records of the cost for maintenance, repair and replacement of the water lines and invoice Southwest Metropolitan for its 50% share of said costs.

# **Rates and Fees Technical Advisory Committee Intergovernmental Agreement of February 1, 2012**

## **Parties:**

Bancroft-Clover Water and Sanitation District  
Grant Water and Sanitation District  
Platte Canyon Water and Sanitation District  
Southwest Metropolitan Water and Sanitation District  
South-East Englewood Water District  
Lakehurst Water and Sanitation District  
Cherry Creek Valley Water District  
Meadowbrook Water District  
Willowbrook Water and Sanitation District  
City of Cherry Hills Village  
City of Greenwood Village  
Wheat Ridge Water District  
Green Mountain Water and Sanitation District  
Bear Creek Water and Sanitation District  
Bow Mar Water and Sanitation District  
Lochmoor Water and Sanitation District  
Columbine Water and Sanitation District  
Southwest Suburban Denver Water and Sanitation District

## **Purpose**

To promote the cooperative analysis and monitoring of the rates, fees, tolls, and charges imposed from time to time by the City and County of Denver acting by and through its Board of Water Commissioners (Denver Water).

## **Payment Obligations**

Each member agrees to pay annual dues based on the annual TAC budget divided by the total number of water accounts served by all TAC members (\$1.25 per account in 2012).

## **Administrative and Maintenance Obligations**

- Each member agrees to designate a representative and alternate representative to act on behalf of the member for purposes of any matter that comes before the TAC.

- The TAC agrees to prepare an annual report of activities for the preceding year and recommendations for the upcoming year.
- TAC members agree to designate one member to serve as Financial Coordinator to establish a bank account and administer the funds and financial matters of the TAC.
- The TAC is expected to retain a rate consultant, accountant and other consultants as necessary to perform the tasks specified in the Scope of Work attached to the IGA.
- The TAC is required to prepare an annual budget and Scope of Work for approval of the members.
- Approval of consulting agreements requires unanimous approval of TAC members.
- Voting on non-financial matters is by weighted vote proportional to the number of customer accounts for each member in relation to the total accounts for all members.
- Each TAC member agrees to become a party to consulting agreements approved by TAC members. Each TAC member is only responsible for its proportionate share of the financial obligations associated with each consulting agreement.
- All TAC members have the right to inspect, receive, and utilize all reports, data, analyses, recommendations and other products developed for the TAC.
- The addition of new members requires the unanimous approval of existing members.
- A TAC member's participation may be involuntarily terminated at anytime and for any reason upon a vote of 70% of all member votes entitled to be cast.

### **Term**

Requires annual renewal.

### **Monitoring Requirements**

None.

**Reserve at the Meadows Metropolitan District  
Intergovernmental Agreement  
of December 19, 2014**

**Parties:**

Reserve at the Meadows Metropolitan District (Reserve) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

To prescribe the terms and conditions under which Southwest will consent to the formation of Reserve at the Meadows Metropolitan District within the boundaries of Southwest.

**Payment Obligations**

The agreement specifies that Reserve will not interfere with, or otherwise preclude or prevent Southwest from enforcing and collection any rate, fee, toll charge or property tax including but not limited to any rates, fees, tolls, charges or taxes that are imposed within the area of Southwest overlapped by Reserve.

**Administrative and Maintenance Provisions and Obligations**

- Reserve acknowledges that property within its boundaries is subject to all rules, regulations, procedures, requirements, engineering standards and specifications of Southwest. Further, in the event of a conflict between Southwest's rules, regulations, policies, requirements, engineering standards and specifications, and those of the Reserve, Southwest's shall control.
- Reserve acknowledges that in regard to water and sewer service, the District is organized for the limited purpose of financing, acquiring and construction of potable water and sanitary sewer facilities for ultimate dedication to Southwest.
- Reserve does not have authority to operate, maintain, repair or replace any potable water or sanitary sewer facilities, nor can it construct, finance or acquire potable water or sanitary sewer facilities outside its boundaries.
- Reserve's power to finance, construct and/or acquire potable water and sanitary sewer automatically terminates when water and sewer facilities contemplated in the service plans are dedicated to Southwest.

- Reserve cannot expand its boundaries without Southwest's written approval.
- Reserve agrees to comply with and/or perform as appropriate all provisions referenced by this Agreement as required by Southwest.

### **Term**

Perpetual.

### **Monitoring Requirements**

None.

**Roxborough Water and Sanitation District  
Sewer Line Relocation Agreement  
of September 22, 2006**

**Parties:**

Roxborough Water and Sanitation District (Roxborough) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

To enable Roxborough to relocate 550 feet of Southwest's Platte River Interceptor (18-inch PVC pipe) to provide additional space to construct Roxborough's Interceptor Sewer.

**Payment Obligations**

Roxborough agrees to pay all costs for the sewer relocation including engineering, materials, labor, equipment, right-of-way acquisition and Southwest's costs for plan review and field inspection services.

**Administrative and Maintenance Provisions and Obligations**

- Roxborough agrees to relocate 550 feet of a Southwest owned 18-inch PVC sewer pipe (a portion of the Platte River Interceptor) located 1,600 feet north of W. Mineral Ave. between manholes PR15 and PR17.
- Roxborough agrees to obtain Southwest approval of construction plans and specifications prior to initiating construction.
- Roxborough is responsible for disposal of the old Southwest sewer pipe.
- Roxborough agrees to provide Southwest with at least 72 hours notice prior to commencing construction.
- Roxborough agrees to design and construct the relocation in accordance with Southwest engineering standards.
- Roxborough agrees to obtain all necessary permits for the project.



- Roxborough agrees to provide Record Drawings to Southwest upon completion of the project.
- Roxborough agrees to pay all costs associated with the sewer line relocation and reimburse Southwest for cost incurred for plan review and field inspections.
- Roxborough agrees to provide a one year warranty.
- Roxborough agrees to notify Southwest when the project is completed and obtain Southwest's acceptance of the project. The Agreement specifies certain conditions that must be met as preconditions to Southwest acceptance.
- Roxborough agrees to require that all project contractors and subcontractors retain specified insurance coverages and name Southwest as an additional insured on all policies.
- Roxborough agrees to comply, and require its contractors to comply with all Southwest rules and regulations.
- Roxborough agrees to indemnify Southwest.

### **Term**

Unspecified.

### **Monitoring Requirements**

Ensure that all conditions for acceptance of the project are fulfilled and that an inspection of the new sewer pipe is conducted prior to the conclusion of the warranty period.

**Willowbrook Water and Sanitation District, Metro Wastewater Reclamation  
District, and West Bowles Community Church  
Intergovernmental Agreement  
of October 22, 1996**

**Parties:**

Willowbrook Water and Sanitation District (Willowbrook), Metro Wastewater Reclamation District (Metro), West Bowles Community Church (Church) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Provides for Southwest to provide temporary water and sewer service to the Church within a defined service area (Exhibit A to the Agreement ) located within Willowbrook.

**Payment Obligations**

**Tap Fees:** Church is required to pay Southwest's tap fees in accordance with the Willowbrook-Church-Southwest Agreement of April 26, 1996. The Church is also required to pay Metro's tap fees even though the Church is not served by Metro.

**Service Charges:** By virtue of being covered by the April 26, 1996 Agreement, Southwest reserves the right to assess reasonable user charges within the service area in accordance with the April 26, 1996 Agreement.

**Administrative and Maintenance Provisions and Obligations**

- Southwest agrees to provide temporary water and sewer service to the Church within a service area described by Exhibit A. attached to the Agreement.
- Willowbrook agrees to assist Southwest in collecting unpaid fees and charges.
- All parties agree that when Willowbrook extends water and sewer facilities to the service area, the Church will, at its expense, disconnect from Southwest facilities and connect to Willowbrook facilities.
- The Church agrees to pay its share of costs to extend Willowbrook sewer facilities to the west of the Church property should said property develop and require sewer service.

- The Church agrees to grant easements to Willowbrook as described in Exhibit B to the Agreement to allow Willowbrook to install water and sewer facilities to serve property adjacent to the Church's property.
- All parties agree to cooperate in requesting that Denver Water amend its contract service area to carry out the intent of the Agreement.
- The Church acknowledges that it will be temporarily served by Southwest and that it will be bound by the rules and regulations of parties to the Agreement, including the rules of Littleton-Englewood Wastewater Treatment Plant.
- The Church agrees to not assign the Agreement.
- The Church agrees that the Agreement will become null and void if it sells its property or uses the property for purposes other than for a church building.
- Metro provides limited consent to the Agreement and does not exclude any territory which it is entitled to serve.
- The Agreement may be terminated by mutual agreement of the parties or upon two years written notice from any party to all other parties.

### **Term**

The Agreement is to remain in full force and effect until Willowbrook provides its own facilities for service to the Church property.

### **Monitoring Requirements**

Southwest should ensure that all tap fees and service charges are paid in accordance with the terms of the Agreement.

**Willowbrook Water and Sanitation District  
Water and Sewer Connection Agreement  
of February 28, 1997**

**Parties:**

Willowbrook Water and Sanitation District (Willowbrook) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

Provides for Southwest to provide water and sewer service to a portion of the West Bowles Community Church (Church) at 12325 W. Bowles Ave. which is located within the boundaries of Willowbrook.

**Payment Obligations**

**Tap Fees:** Willowbrook or the Church is required to pay Southwest's then applicable tap fees for connections made to Southwest facilities.

**Service Charges:** Southwest reserves the right to impose future, reasonable user charges which are to be billed directly to the Church. Willowbrook agrees to cooperate with and to assist Southwest in collecting any unpaid fees.

**Administrative and Maintenance Provisions and Obligations**

- Willowbrook authorizes the Church to make one water connection at no greater than two inches in size and one sewer connection to serve no more than 20 single-family equivalents to Southwest water and sewer mains located in W. Bowles Ave. The location for each tap must be approved by Southwest prior to making the connection.
- The Church is allowed to discharge residential sewage only as defined by Southwest and the City of Littleton.
- Southwest has no obligation to pay for, own, operate or maintain the water and sewer service lines serving the Church. The connections must be designed and made in accordance with Southwest rules, regulations and engineering standards.
- Willowbrook agrees to assist Southwest in enforcing Southwest's rules and regulations.

- Each party has the right to enforce its rules by terminating water service to the Church and both agree to not restore service which has been terminated by the other party without receiving written permission.
- Southwest is granted the same lien rights on the Church property as it would have on property located within Southwest's service area.
- Southwest has the right to terminate the Agreement with 90 days written notice in the event of termination of its Agreement with Denver Water and/or City of Littleton or for specified Willowbrook breaches to the Agreement.

### **Term**

The Agreement is perpetual; provided, however, Willowbrook has the right to terminate the Agreement upon 30 days written notice to Southwest, and provided Willowbrook is capable of providing water and sewer service to the property owned by Willowbrook. In the event of termination, water and sewer services must be disconnected from Southwest facilities in accordance with Southwest rules and regulations.

### **Monitoring Requirements**

Southwest should periodically verify that the Church has not exceeded the water and sewer service size and capacity limitations imposed by the Agreement, that tap permit fees have been paid and that water and/or sewer service charges are paid if imposed.

**RESTATED AND AMENDED**  
**INTERGOVERNMENTAL AGREEMENT FOR SERVICES**

**THIS RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT FOR SERVICES** ("Restated Agreement") is made and entered into this 22<sup>nd</sup> day of August, 2014, by and between the **PLATTE CANYON WATER AND SANITATION DISTRICT** (sometimes referred to as "Platte Canyon") and the **SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT** (sometimes referred to as "Southwest"). Both parties are quasi-municipal corporations of the State of Colorado and may hereafter collectively be referred to as "Districts" and singularly referred to as "District".

**RECITALS:**

**WHEREAS**, Platte Canyon and Southwest are special districts organized and existing under what is now known as the Special District Act, C.R.S. 32-1-101, et seq.; and

**WHEREAS**, each District has the authority to and does provide potable water and sanitary sewer service to territory lying both within and without the providing District's geographic boundaries; and

**WHEREAS**, each District has entered into a Read and Bill Distributor's Contract with the City and County of Denver, acting by and through its Board of Water Commissioners, for the delivery of potable water for distribution by the contracting District within the contracting District's contract water service area; and

**WHEREAS**, each District has entered into a Connector's Agreement with the City of Littleton, Colorado, for the treatment of the sanitary sewage generated from or arising within each contracting District's contract sewer service area; and

**WHEREAS**, to achieve economies of a scale and to reduce overall operating and maintenance costs by avoiding the duplication of staff and equipment, including but not limited to maintenance staff and computer and other equipment, the Board of Directors of each District has determined that it is desirable and in their respective District's best interest for Platte Canyon to provide and perform, pursuant to written agreement, management, administrative, operation and maintenance services for Southwest; and

**WHEREAS**, for the aforesaid purposes, the Districts on or about October 16, 2004 entered into an Intergovernmental Agreement for Services ("Original Agreement") whereby Platte Canyon agreed to provide management, administrative, operation and maintenance services to Southwest; and

**WHEREAS**, the Original Agreement has a term of 10 years that expires on December 31, 2014; and

**WHEREAS**, the Parties desire to enter into this Restated Agreement for the purpose of continuing their cooperative arrangement and extending the term of the Original Agreement through December 31, 2024; and

**WHEREAS**, this Restated Agreement is authorized by C.R.S. 29-1-201, et seq., and the provisions of Section 18(2)(a) and (2)(b) of Article XIV of the Colorado Constitution, which authorize and encourage one public entity to contract with another for services that both public entities have the statutory authority to provide; and

**WHEREAS**, it is anticipated by both parties that the intergovernmental cooperation provided for under this Restated Agreement may eventually lead to the consolidation of the Districts.

**NOW, THEREFORE**, the Districts hereto agree as follows:

## **ARTICLE I. PURPOSE**

**Section 1.1 Purpose of Agreement.** In addition to continuing the present arrangement whereby Platte Canyon provides management, administrative, operation and maintenance services to Southwest, this Restated Agreement is entered into for the express purpose of structuring the relationship between the two Districts so as to encourage the efficient use of public resources, foster public accountability and improve and enhance the cooperation between and integration of the Districts.

## **ARTICLE II. DEFINITIONS**

**Section 2.1 Platte Canyon Total Labor Cost.** The term “Platte Canyon Total Labor Cost” shall mean all wage and employee benefit costs and related expenses incurred by Platte Canyon during the applicable billing period be it a calendar month, or the calendar year (in the case of a yearend final adjustment), including but not limited to all regular wages, overtime wages, standby or on-call premiums, medical, dental, vision, life, unemployment, and other applicable insurance costs, paid leave, social security and Medicare premiums (employer contribution), and retirement benefit cost (employer contributions). In addition to the monthly calculations, Platte Canyon Total Labor Cost shall be calculated for each calendar year during the term of this Restated Agreement for purposes of the final yearend adjustment provided for herein.

**Section 2.2 Directly Assignable Labor Cost.** The term “Directly Assignable Labor Cost” shall mean any cost or expense that is a part of Platte Canyon Total Labor Cost for man-hours spent directly performing Authorized Basic Services that exclusively benefit Southwest or Platte Canyon. Labor costs incurred by Platte Canyon for contract

services performed for parties other than Southwest Metropolitan are directly assignable to Platte Canyon.

**Section 2.3 Shared Labor Cost.** The term “Shared Labor Cost” shall mean any cost or expense that is a part of Platte Canyon Total Labor Cost for man-hours spent performing Authorized Basic Services that do not benefit exclusively one District or the other and shall include such activities as staff meetings, training activities, vehicle maintenance activities, etc. Southwest’s share of “Shared Labor Cost” shall include; 1) fifty percent (50%) of all Shared Labor Cost devoted to administrative activities, and 2) a proportionate share of all Shared Labor Cost devoted to maintenance related activities, such proportionate share to be calculated by dividing the total number of labor hours devoted to maintenance activities directly assignable to Southwest Metropolitan by the total number of labor hours devoted to maintenance activities directly assignable to all parties; i.e., Platte Canyon, Southwest Metropolitan, Bow Mar, and Columbine.

**Section 2.4 Southwest Share of Platte Canyon Total Labor Cost.** The term “Southwest’s Share of Platte Canyon Total Labor Cost” shall mean the total of the following which arise out of Platte Canyon’s performance of Authorized Basic Services for the billing period: 1) All Directly Assignable Labor Costs allocated to Southwest plus; 2) all Shared Labor Costs allocated to Southwest plus; 3) all overtime wages allocated to Southwest. The formula used to calculate Southwest’s Share of Platte Canyon Total Labor Cost for the billing period is more particularly set forth on Exhibit “A” which is attached hereto and incorporated herein by this reference.

**Section 2.5 Platte Canyon Non-Labor Operating Cost.** Except as provided in the second paragraph of this Section 2.5, the term “Platte Canyon Non-Labor Operating Cost” shall mean all costs and expenses of any kind incurred by Platte Canyon during the billing period. “Platte Canyon Non-Labor Operating Cost” includes but is not limited to:

- (a) All Platte Canyon motor vehicle operation, maintenance, repair and depreciation expense;
- (b) All Platte Canyon office equipment maintenance, repair and depreciation expense;
- (c) All Platte Canyon maintenance equipment, operation, maintenance, repair and depreciation expense;
- (d) All Platte Canyon communication expense, including page boy and answering service expense;
- (e) All Platte Canyon expenses for office supplies, organizational dues and publications and all training and travel expense for employees.



Platte Canyon Non-Labor Operating Cost shall not include: 1) Platte Canyon Total Labor Cost; 2) Platte Canyon water and sewer operations costs, contract maintenance costs, consulting costs, audit and accounting costs, public relations costs, and other non-labor costs that exclusively benefit Platte Canyon; 3) capital improvement costs directly attributable to Platte Canyon's water and sewer facilities; 4) interest on any Platte Canyon outstanding or future bonded indebtedness; and 5) any costs and expenses which Platte Canyon and Southwest are not sharing under that certain January 1, 2008 Intergovernmental Agreement for Joint Office and Garage Facility. "Platte Canyon Non-Labor Operating Cost" shall be calculated monthly and at the end of each calendar year during the term of this Restated Agreement as provided in Section 5.4 below.

**Section 2.6 Southwest's Share of Platte Canyon Non-Labor Operating Cost.** The term "Southwest's Share of Platte Canyon Non Labor Operating Cost" shall mean an amount that is equal to all of "Platte Canyon Non-Labor Operating Cost" for the billing period times a fraction, the numerator of which is the total number of regular man-hours recorded by Platte Canyon employees during the billing period performing "Authorized Basic Services" for Southwest under this Restated Agreement; and the denominator of which is the total number of regular man hours recorded during the billing period by employees of Platte Canyon.

**Section 2.7 Authorized Basic Services.** The term "Authorized Basic Services" shall mean all of the management, administrative, operation and maintenance services required by Southwest during the term of this Restated Agreement, in order to conduct the business and affairs of Southwest in accordance with Southwest's service levels and standards as the same now exist or hereafter may be amended, including by way of explanation and not limitation the services described in Exhibit "B", which is attached hereto and incorporated herein by this reference.

**Section 2.8 Negotiated Additional Services.** The term "Negotiated Additional Services" shall mean all services other than "Authorized Basic Services" performed by Platte Canyon for Southwest pursuant to a separately negotiated agreement.

### **ARTICLE III. SERVICES**

**Section 3.1 Services Provided by Platte Canyon.** Subject to and in accordance with the terms and provisions of this Restated Agreement, Southwest agrees to obtain from Platte Canyon and Platte Canyon agrees to provide or cause to be provided for Southwest all "Authorized Basic Services" Southwest requires for each calendar year during the term of this Restated Agreement.

Nothing herein contained shall obligate Platte Canyon to perform any service or function for Southwest that is outside the scope of services customarily required or provided in connection with the business and affairs of Southwest. This Restated

Agreement shall not cover any services or arrangements that are now, or may hereafter be made the subject of any special and separate agreement between the Districts, including but not limited to that certain January 1, 2008 Intergovernmental Agreement for Joint Office and Garage Facility. Services performed by Platte Canyon for Southwest shall be deemed "Authorized Basic Services" unless, in advance of the performance of such service, either District puts the other District on written notice that it considers the service or services to be performed to be outside the scope of "Authorized Basic Services."

**Section 3.2 Negotiated Additional Services.** In the event Southwest requires any service that is outside the scope of "Authorized Basic Services" (i.e., "Negotiated Additional Services") and an appropriate written notice has been provided, the Districts will negotiate in advance the terms and conditions under which any such "Negotiated Additional Services" are to be provided by Platte Canyon. Any such negotiated agreement shall set forth in detail the specific Negotiated Additional Services to be provided, as well as the amount of compensation to be paid by Southwest and the method for paying for the same. "Negotiated Additional Services" shall be performed only by order of the Board of Directors of Southwest or such agent or representative thereof as may be designated by Southwest's Board of Directors to request such services and only with the prior approval of Platte Canyon's Board of Directors or such agent or representative thereof as may be designated by Platte Canyon.

#### **ARTICLE IV. COST ESTIMATES – BUDGETS**

**Section 4.1 Annual Cost Estimate.** On or before the first day of September, 2014, and on or before the first day of September of each calendar year thereafter during the Term of this Restated Agreement (except the last year if the Restated Agreement is not renewed), Platte Canyon shall prepare and deliver to Southwest a written itemized estimate of the cost for providing "Authorized Basic Services" for the upcoming calendar year. Southwest shall have thirty (30) days to review the services and the itemized costs thereof, during which period of time Southwest shall have the right, by written notice to Platte Canyon, to increase or decrease in any manner determined appropriate by Southwest, the "Authorized Basic Services" to be provided to Southwest by Platte Canyon during the upcoming year, provided, however, that any such increase or decrease shall not change the estimated total cost for "Authorized Basic Services" during the upcoming calendar year by more than ten (10) percent.

**Section 4.2 Budget Approvals.** After receipt of Platte Canyon's written itemized estimate of the cost for "Authorized Basic Services" for the upcoming calendar year and after any increases or decreases in the estimated quantity and quality of services made by Southwest in accordance with the provisions of Section 4.1 above, but before November 30 of each calendar year beginning November 30, 2014, and each November 30 thereafter during the term of this Restated Agreement except for the final year if the Restated Agreement is not renewed, Southwest shall make all budgetary and other

provisions necessary to insure that sufficient funds are budgeted, appropriated and available for expenditure by Southwest for "Authorized Basic Services" for the upcoming calendar year.

## **ARTICLE V. COMPENSATION FOR SERVICES RENDERED**

**Section 5.1 General Provisions.** As compensation for "Authorized Basic Services" rendered under this Restated Agreement, Southwest shall pay to Platte Canyon:

(a) "Southwest's Share of Total Platte Canyon Labor Cost" incurred during the term of this Restated Agreement and "Southwest's Share of Platte Canyon Non-Labor Operating Cost" incurred during the term of this Restated Agreement. Both "Southwest's Share of Platte Canyon Total Labor Cost" and "Southwest's Share of Platte Canyon's Non Labor Operating Cost" shall be estimated monthly and payable monthly; provided, however, that both shall be subject to final adjustment as provided in Section 5.4 below.

**Section 5.2 Payment.** Platte Canyon shall submit monthly invoices to Southwest for "Authorized Basic Services" rendered under this Restated Agreement. The statement shall set forth "Southwest's Share of Platte Canyon Total Labor Cost" and "Southwest Share of Platte Canyon Non-Operating Labor Cost" incurred during the month for which the statement is rendered. Southwest shall pay its estimated proportionate share of such costs within thirty (30) days after receipt of each monthly statement submitted hereunder.

**Section 5.3 Delinquencies.** If Southwest fails to make any payment due Platte Canyon hereunder for "Authorized Basic Services" within thirty (30) days after receipt of Platte Canyon's statement therefore, the amount due Platte Canyon will be increased at the rate of one (1) percent per month from said thirtieth (30th) day; and in addition, Platte Canyon may, after giving seven (7) days' written notice to Southwest, suspend services under this Restated Agreement until Southwest has paid in full all amounts due for services rendered.

**Section 5.4 Final Adjustment.** At the end of each calendar year during the term of this Restated Agreement or as soon thereafter as is reasonably practical, Southwest's Share of Platte Canyon Total Labor Cost" and "Southwest's Share of Platte Canyon Non-Labor Operating Cost" incurred during the calendar year shall be determined by Platte Canyon based upon final yearend numbers.

If the aggregate amount paid by Southwest in any calendar year to Platte Canyon in payment of "Southwest's Share of Platte Canyon Total Labor Costs and "Southwest's Share of Platte Canyon Non-Labor Operating Cost" for the calendar year shall be less

than Southwest's actual payments made for the year, and then Southwest shall pay to Platte Canyon the amount of any such deficiency within thirty (30) days.

If the aggregate amount of Southwest's payments to Platte Canyon in any calendar year in payment of the above-referenced costs shall be greater than the amount actually owed by Southwest for such year, then, as long as Southwest is not in default of its obligations hereunder, the amount of such excess shall be applied by Platte Canyon to the next succeeding installment of "Southwest's Share of Platte Canyon Total Labor Cost" and/or "Southwest's Share of Platte Canyon Total Non-Labor Operating Cost". If there is any such excess for the last year of the Term of this Restated Agreement, the amount shall be refunded by Platte Canyon to Southwest within thirty (30) days after the expiration of this Restated Agreement, provided that Southwest is not otherwise in default under the terms of this Restated Agreement.

## **ARTICLE VI. MUTUAL COOPERATION**

**Section 6.1 Cooperation.** Each District shall have the full cooperation and assistance from the other in connection with the administration of this Restated Agreement and the performance of any services hereunder. Unless specifically requested by the Board of Directors of one District or the other, the Board of Directors of both Districts shall meet jointly during October of each year during the term of this Restated Agreement to discuss and review the administration of the Restated Agreement and any problems that may have arisen thereunder. Said meeting shall also, if both Boards desire, consist of an annual planning session to plan the management, administration, operation and maintenance activities for both Districts during the upcoming calendar year.

**Section 6.2 Southwest's Approval Rights.** Notwithstanding any other provision contained in this Restated Agreement to the contrary, Platte Canyon shall not purchase any new vehicles or equipment or hire any new employees or increase the wages, salaries or benefits of any employees under its control without presenting the same to Southwest for review and approval. Presentation can be at any joint meeting of both Boards or at any Southwest Board meeting. If Southwest does not concur that the proposed expenditure is needed, then the proposed expenditure, be it for equipment, vehicles or employees, shall not be made; provided, however, that Platte Canyon may proceed with the proposed expenditure, but only if Platte Canyon alone shall bear the entire cost of the expenditure and no portion thereof shall be allocated to Southwest.

## **ARTICLE VII. TERM – TERMINATION**

**Section 7.1 Effective Date and Term.** This Restated Agreement shall be effective upon execution by both parties, and shall remain in effect for the balance of 2014, and shall remain in effect for a period of ten (10) calendar years thereafter, ending

on December 31, 2024; provided, that Authorized Basic Services or any other services scheduled and budgeted for performance during calendar year 2014 under the Original Agreement shall be provided pursuant to and in accordance with the Original Agreement, which shall remain in effect for that limited purpose only until December 31, 2014. At the option of Southwest and with the consent of Platte Canyon, this Restated Agreement shall be renewable for successive periods of not to exceed five (5) years each. In the event Southwest wishes to renew this Restated Agreement for any succeeding five-year period or less, Southwest shall, not later than June 1 next preceding the expiration of this Restated Agreement, notify Platte Canyon that Southwest wishes to renew the same. Upon receipt of such notice, Platte Canyon shall have thirty (30) days to state in writing its willingness to renew for an additional five-year period or such other shorter term as is mutually agreeable; otherwise, this Restated Agreement shall terminate at the end of the term then in effect.

**Section 7.2 Early Termination.** Notwithstanding any other provision contained in this Restated Agreement to the contrary, either District may terminate this Restated Agreement as of the first day of January of any year upon notice in writing to the other District of not less than six (6) calendar months prior to the date of termination (i.e., January 1, of any calendar year).

**Section 7.3 Ownership of Property – Termination.** All property now owned or hereafter acquired by Platte Canyon shall remain the sole property of Platte Canyon. All property now owned or hereafter acquired by Southwest shall remain the sole property of Southwest. In the event this Restated Agreement is terminated for any reason, all Platte Canyon property shall remain Platte Canyon property and Southwest shall have no claim, right, demand or interest in the same. All Southwest property shall remain Southwest property and Platte Canyon shall have no claim, right, demand, or interest in the same.

**Section 7.4 Prior Agreements.** Except as provided in Section 7.1 above, this Restated Agreement shall supersede all prior intergovernmental management, administration operation and maintenance service agreements entered into between Southwest and Platte Canyon, including but not limited to the Original Agreement, and that certain Intergovernmental Agreement for Services dated December 27, 1996, as amended October 27, 2000 and October 25, 2002.

**Section 7.5 TABOR Provision.** Notwithstanding any other provision contained herein to the contrary, the parties do not by this Restated Agreement intend to create any multi-fiscal year financial obligation for either District. Accordingly, to the extent required by Article X, Section 20 of the Colorado Constitution, the financial obligations of parties under this Restated Agreement are subject to annual budgeting and appropriation of funds; provided, however, that in the event the Restated Agreement is terminated as a result of the failure to budget and/or appropriate funds for expenditure hereunder, Platte Canyon under all circumstances shall be entitled to compensation for all

services rendered and all costs incurred by Platte Canyon up to and including the date of such termination.

## **ARTICLE VIII. EMPLOYEES – TORT LIABILITY**

**Section 8.1 Employees.** The Districts acknowledge that Southwest has no employees. All persons employed by Platte Canyon shall be Platte Canyon employees only, and no person employed by Platte Canyon shall have any status as or claim against Southwest as a Southwest employee. Southwest shall not be called upon to assume, nor shall Southwest have any liability for the direct payment of any salaries, wages or other compensation to any Platte Canyon personnel performing services under this Restated Agreement, nor shall Southwest have any responsibility or liability for compensation or indemnity to any Platte Canyon employee for any injury or sickness arising out of his or her employment.

**Section 8.2 Independent Contractor Status.** In performing services under this Restated Agreement, Platte Canyon and its employees shall be deemed an independent contractor to Southwest and not an employee of Southwest except that Platte Canyon and its manager shall be deemed an agent of Southwest, solely when and only to the extent necessary to enable Platte Canyon to carry out its management functions and responsibilities to Southwest under this Restated Agreement.

**Section 8.3 Tort Liability.** The responsibility for the defense and payment (when appropriate) of any tort claim that may be asserted by a third party as a result of or that arises out of the performance of any service or services under this Restated Agreement shall be allocated between the Districts so that each District's responsibility in tort to third parties is no greater and no less than what it would have been if this Restated Agreement had not been entered into, each District had acted separately and independently, and each District had its own employees. By way of explanation, the intent is for Platte Canyon to be responsible for the defense and payment of any tort claim for injuries to person or property that results or arises out of any act or omission that occurs in connection with the operation and maintenance of Platte Canyon's property and facilities; and for Southwest to be responsible for the defense and payment of any tort claim for injuries to person or property that results or arises out of any act or omission that occurs in connection with the operation and maintenance of Southwest's property and facilities.

Platte Canyon, its officers, employees and agents shall have no responsibility to defend, pay or settle any tort claim asserted by a third party for injury to person or property that results from or arises out of any service or services that Platte Canyon performs on behalf of Southwest under this Restated Agreement. Southwest agrees to assume and be responsible for the defense and payment, when appropriate, of all tort claims asserted by third parties resulting from the negligence of Platte Canyon, its

officers, employees or agents in the performance of any service or function under this Restated Agreement on Southwest's behalf. Notwithstanding any other provision contained in this Restated Agreement to the contrary, Southwest shall have no responsibility to defend or pay any tort claim that arises or results from any willful, wanton, reckless or grossly negligent act of any Platte Canyon employee.

Southwest, its officers and employees, if any, and agents shall have no responsibility to defend, pay or settle any tort claim asserted by a third party for injury to person or property that results from or arises out of any service or services, if any, that Southwest performs on behalf of Platte Canyon under this Restated Agreement. Platte Canyon agrees to assume and be responsible for the defense and payment, when appropriate, of all tort claims asserted by third parties resulting from the negligence of Southwest, its officers, employees, if any, or agents in the performance of any service or function under this Restated Agreement on Platte Canyon's behalf. Notwithstanding any other provision contained in this Restated Agreement to the contrary, Platte Canyon shall have no responsibility to defend or pay any claim that arises or results from any willful, wanton, reckless or grossly negligent act of any Southwest employee.

**Section 8.4 Indemnification.** Within its ability to do so under the Constitution and laws of the State of Colorado and with the express understanding that all of the protections afforded governmental entities under the Colorado Governmental Immunity Act (C.R.S. 24-10-101, et seq.) shall apply to this indemnification provision, including, but not limited to, all defenses, immunities, damage limitations and claim presentation procedures as provided in the Act, Southwest hereby agrees to indemnify and hold harmless Platte Canyon, its officers, agents and employees from and against any and all claims and liability asserted against or imposed upon Platte Canyon by third parties when such claims and liabilities arise from the negligence of Platte Canyon in the performance of its obligations to Southwest under this Restated Agreement, except as to any liability that results from any willful, wanton, reckless or grossly negligent act of any Platte Canyon officer, agent or employee.

Within its ability to do so under the Constitution and laws of the State of Colorado and with the express understanding that all of the protections afforded governmental entities under the Colorado Governmental Immunity Act (C.R.S. 24-10-101, et seq.) shall apply to this indemnification provision, including, but not limited to, all defenses, immunities, damage limitations and claim presentation procedures as provided in the Act, Platte Canyon hereby agrees to indemnify and hold harmless Southwest, its officers, agents and employees from and against any and all claims and liability asserted against or imposed upon Southwest by third parties when such claims and liabilities arise from the negligence of Southwest in the performance of its obligations to Platte Canyon under this Restated Agreement, except as to any liability that results from any willful, wanton, reckless or grossly negligent act of any Southwest officer, agent or employee, if any.

**Section 8.5 Records.** In performing any service for Southwest under this Restated Agreement, Platte Canyon shall keep reasonably itemized records covering the cost of all services performed, including any salary, wages and other compensation for labor, supervision and planning, as well as the cost of all machinery and supplies furnished by Platte Canyon. Said records shall be available to Southwest upon request at any reasonable time.

**Section 8.6 Insurance.** Each District shall have and keep in full force and effect during the Term of this Restated Agreement a commercial general liability insurance policy, which shall include blanket contractual liability coverage. Such insurance shall be in amounts that are at least equal to the liability limits under the Colorado Governmental Immunity Act, act the same now exists or may hereafter be amended from time to time, which limits currently are \$350,000 per person; \$990,000 per occurrence (each District's maximum liability under the Colorado Governmental Immunity Act), or a combined single limit of not less than \$990,000 per occurrence for bodily injury and property damage. In addition, Platte Canyon shall carry workmen's compensation and employer's liability to cover liability under the laws of the State of Colorado in connection with the work performed by its employees. Platte Canyon shall also carry automobile liability and property damage to include owned, non-owned and hired vehicles, which are utilized by Platte Canyon

## **ARTICLE IX. MISCELLANEOUS**

**Section 9.1 Amendment.** This Restated Agreement is subject to amendment only by the written consent of the parties hereto, and such amendment shall be effective as of the date the amendment is executed by the parties or such other date as the parties shall designate.

**Section 9.2 Severability.** This Restated Agreement is intended to be performed in accordance with and only to the extent permitted by law. If a provision of this Restated Agreement or application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Restated Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather, shall be enforced to the greatest extent permitted by law.

**Section 9.3 Construction of Language.** The language used in this Restated Agreement and all parts thereof shall be construed as a whole according to their fair meaning, and not strictly for or against any party, all parties having equally participated in the preparation of this Restated Agreement.



Section 9.4 **Non-Waiver.** No waiver of any condition, remedy or provision of this Restated Agreement shall be deemed to have been made unless expressly made in writing and signed by the party against whom such a waiver is charged.

Section 9.5 **Governing Law.** The terms and provisions of this Restated Agreement shall be governed by and shall be construed in accordance with the laws of the State of Colorado.

Section 9.6 **Time of Essence.** Time is of the essence in the performance of this Restated Agreement.

Section 9.7 **Assignment.** This Restated Agreement is personal to the parties hereto and neither party shall have any right, power or authority to assign this Restated Agreement or any portion thereof or to delegate any duties or obligations arising hereunder, neither voluntary nor involuntary nor by operation of law, without the prior written approval of the other party.

Section 9.8 **Captions and Headings.** The headings throughout this Restated Agreement are for convenience and reference only and shall in no way be deemed to define, limit or add to the meaning of any provisions of this Restated Agreement.

Section 9.9 **Third Party Beneficiaries.** Nothing expressed or implied in this Restated Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts, any right, remedy or claim under or by reason of this Restated Agreement.

Section 9.10 **Notices.** All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered or sent by certified United States mail, postage prepaid, with return receipt requested, addressed to the parties as follows:'

Southwest Metropolitan Water and Sanitation District  
8739 West Coal Mine Avenue  
Littleton, Colorado 80123

Platte Canyon Water and Sanitation District  
8739 West Coal Mine Avenue  
Littleton, Colorado 80123

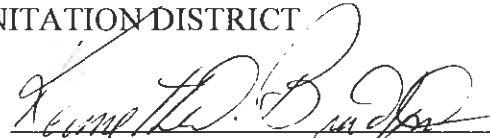
Either party may change the address at which it receives written notice by so notifying the other party in writing in the manner provided herein.

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IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed by proper officers thereof as of the date and year first above written.

PLATTE CANYON WATER AND  
SANITATION DISTRICT

By:

  
Kenneth D. Bradford, President

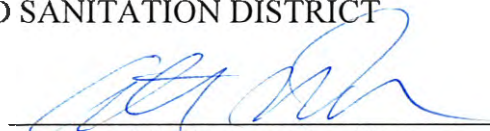
Attest:



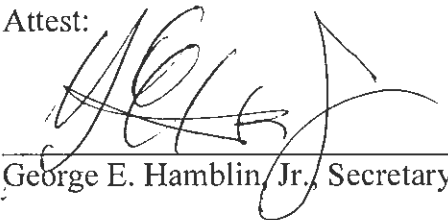
William Buckner, Secretary/Treasurer

SOUTHWEST METROPOLITAN WATER  
AND SANITATION DISTRICT

By:

  
Anthony M. Dursey, President

Attest:



George E. Hamblin, Jr., Secretary

## EXHIBIT A

Southwest's Share of Platte Canyon Total Labor Cost shall be calculated based upon the number of man hours spent performing Authorized Basic Services during the billing period which will normally be a calendar month except that each year there shall be a final adjustment for the calendar year then ended. Employee man hours spent in the performance of Authorized Basic Services that benefit exclusively Southwest shall be allocated 100% to Southwest. Employee man hours spent in the performance of Authorized Basic Services, which man hours benefit both districts, shall be treated as Shared Time (also referred to in the Agreement as "Shared Labor Costs") and shall be classified as either Shared Maintenance Man Hours or Shared Administrative Man Hours.

Shared Maintenance Man Hours shall be allocated initially between the Districts based on the percentage of actual Non-Shared Maintenance Time devoted to each District during the billing period. Shared Administrative Man Hours shall be allocated one-half to Platte Canyon and one-half to Southwest. A reconciliation will be performed at year-end to determine the actual annual allocation of Shared Maintenance Man Hours for the calendar year.

The steps that shall be followed by Platte Canyon for determining Southwest's Share of Platte Canyon Total Labor Cost for each billing period shall be as follows:

1. The total of all Platte Canyon wages and benefits paid during the billing period shall be calculated for each employee category, i.e. Manager, Inspector, Operations Supervisor, Operations Foreman, Operators, Assistant Manager, Financial Administrator and Clerical. Wage and benefit expense shall include, but shall not be limited to regular wages paid, on-call wages, medical, dental, vision, life and disability insurance benefits, unemployment, paid leave (holiday, vacation, sick time, personal time), FICA and Medicare (employer contribution) and Colorado County Employees and Officials Retirement Association (employers contribution).
2. The number of man-hours devoted exclusively to each District, together with the number of shared Maintenance man-hours and shared Administrative man-hours are accumulated for each employee by activity, i.e. water maintenance, sewer maintenance, and administration. The total number of man-hours are then summarized for each employee category by type (District exclusive, shared maintenance, and shared administration). Shared Administrative man-hours are allocated 50/50 between the District's for all employee categories. Shared Maintenance man-hours for the maintenance type employee categories (Inspector, Operations Supervisor, Operations Foreman, and Operators) are allocated based on the percentage of actual maintenance man-hours devoted to each District during the monthly billing period.

3. Southwest's share of Platte Canyon's total wage and benefits paid during the billing period shall be determined by employee category. After the allocation of shared man-hours, the percentage of total man-hours worked in each District is computed for each employee category by activity. The resulting percentages calculated for Southwest shall then be applied to Platte Canyon's total wage and benefit cost for the corresponding employee categories.
4. The total amount of all employee overtime paid for Authorized Basic Services performed exclusively for Southwest shall be calculated by activity within the employee categories.
5. Southwest's share of Platte Canyon's wage and benefit cost for the billing period for all employee categories shall be totaled by activity. To those amounts shall be added the total amount of actual overtime wages paid by Platte Canyon for authorized services performed exclusively for Southwest. The resulting amounts shall be Southwest's share of Platte Canyon's Total Labor Costs for the billing period.

## **EXHIBIT B**

Authorized Basic Services provided by Platte Canyon Water and Sanitation District to Southwest Metropolitan Water and Sanitation District:

### **Management Services**

1. The District Manager shall direct and coordinate the activities of the District's professional consultants.
2. Planning services shall be provided including:
  - A. Monitoring District growth and the adequacy of water and wastewater facilities to service said growth.
  - B. Monitoring the condition of existing facilities relative to the need for rehabilitation, replacement or expansion.
  - C. Monitoring the District's capital requirements, including the District's ability to finance said improvements and facilities.
  - D. Monitoring the District's finances, including expenditures and revenues and prospective problems related thereto.
  - E. Monitoring the adequacy of services being provided to Southwest Metropolitan, including staffing for said services.
3. Financial services, including the administration of accounts receivable, accounts payable, and inventory shall be provided. These services will be coordinated where necessary with the District's accountant.
4. Preparation of the annual budget, including the administration of all publication, filing, and certification requirements shall be provided.
5. The District Manager shall review, update and recommend additions, deletions, and modifications to District policies, rules, regulations, standards and specifications.
6. The District Manager shall act as a liaison between the District and the Denver Water Department, City of Littleton, County governments, State agencies, and other special districts.
7. Administration of District construction project shall be provided.
8. Perform other management and administrative services as directed by the Southwest Metropolitan Water and Sanitation District's Board of Directors.

### **Clerical Services**

1. Administration and record keeping of water tap, sanitary sewer tap and fire hydrant use permits shall be provided.
2. Receptionist and secretarial services shall be provided.

### **Maintenance Services**

1. Routine preventive maintenance of District gate valves, pressure-reducing valves, air-vacuum valves, blow-off valves, fire hydrants, water mains, and sanitary sewer manholes and mains shall be provided.
2. Emergency maintenance services, including full-time response to emergency calls and complaints, diagnosis of complaint, and resolution of problems utilizing District personnel and/or subcontractors shall be provided.
3. A water pressure monitoring program to analyze infiltration, inflow, and sanitary sewer facility expansion requirements shall be provided.
4. Sanitary sewer television inspection services utilizing District personnel and equipment shall be provided.

### **Plan Review and Inspection Services**

1. Coordinate review of water and sanitary sewer construction plans with District engineer, Denver Water Department, City of Littleton and other applicable agencies.
2. Inspection of new water and sanitary sewer construction shall be provided in order to ensure conformance with District standards and specifications.
3. Inspection of newly installed facilities at the initiation and termination of the owner warranty period shall be provided.
4. Inspection of water and sanitary sewer taps to verify correct tapping procedures and ensure protection of District facilities shall be provided.

**INTERGOVERNMENTAL AGREEMENT**  
**FOR**  
**JOINT OFFICE AND GARAGE FACILITY**

**This Intergovernmental Agreement for Joint Office and Garage Facility** ("Agreement") is made and entered into to be effective January 1, 2008, by and between the **PLATTE CANYON WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision in the State of Colorado (sometimes referred to as "Platte Canyon") and the **SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision in the State of Colorado (sometimes referred to as "Southwest"). The Parties may hereinafter sometimes be collectively referred to as "Districts" and singularly be referred to as "District."

**RECITALS**

**WHEREAS**, Platte Canyon and Southwest are water and sanitation districts organized and existing under what is now known as the Special District Act, § 32-1-101, *et seq.*, C.R.S.; and

**WHEREAS**, each District has authority to acquire, dispose of and encumber real and personal property, including without limitation, rights and interests in real property, leases, and easements necessary to the functions or operations of each District; and

**WHEREAS**, Southwest owns the real property commonly known and numbered as 8739 West Coal Mine Avenue, Littleton, Colorado 80123, together with the office and garage facility ("Office and Garage Facility"), located thereon; and

**WHEREAS**, Southwest occupies the Office and Garage Facility jointly with Platte Canyon pursuant to an Intergovernmental Agreement dated March 27, 1998 as amended by First Amendment entered into on or about December 1998, and as further amended by Second Amendment dated October 25, 2002 (hereinafter collectively referred to as the "Intergovernmental Agreement"); and

**WHEREAS**, pursuant to the Intergovernmental Agreement, Platte Canyon agreed to construct and operate the Office and Garage Facility (sometimes hereinafter referred to as "Facility") for the use and benefit of both Parties in exchange for Platte Canyon paying its proportionate share of the initial construction cost and its subsequent proportionate share of all of the operation and maintenance costs of the Facility; and

WHEREAS, the Intergovernmental Agreement will expire by its terms on December 31, 2007; and

WHEREAS, the Parties have found that sharing the use and operational costs of the Office and Garage Facility is economically advantageous and improves the efficiency of the respective operations; and

WHEREAS, the Parties desire to enter into a new agreement that will continue the existing joint use arrangement on substantially the same terms and conditions; and

WHEREAS, the Parties have further determined that it is in the public health, welfare and safety of the inhabitants of each District that such joint use arrangement be continued in the future.

NOW, THEREFORE, the Districts agree as follows:

1. **Purpose of Agreement.** This Agreement is entered into for the express purpose of enabling the Districts to continue to cooperate in the operation, maintenance, repair, and use of the Office and Garage Facility. It is the intent of the Parties that each District will pay its proportionate share, as hereinafter defined, of the operation and maintenance cost of the Office and Garage Facility and that this Agreement will allow for the joint use of the Facility in an efficient and economical manner.

2. **Allocation of Operation and Maintenance Costs.** All costs for the operation, maintenance and repair of the Office and Garage Facility, including all costs for the installation, maintenance and replacement of any landscaping system for the Facility, as well as the operation, maintenance and replacement of the drainage, parking and other improvements necessary or needed in the operation of the Facility (hereinafter referred to as "Costs") shall be shared by the Districts. Southwest's percentage share of said Costs shall be 70% and Platte Canyon's percentage share of said Costs shall be 30%. These percentages are based upon each District's projected ultimate percentage share of the aggregate number of single family equivalent sanitary sewer taps that the Districts are expected to have issued at the time both Districts are fully built out. It is agreed by the Districts that this allocation is not merely for administrative convenience, but that it is fair and reasonable and that it approximates as nearly as is reasonably practical, each District's respective use of and benefit to be derived from the Facility now and in the future, and that it is preferable, by far to a more complicated cost allocation formula that studies have shown will not produce a significantly different Cost allocation.

3. **Payment of Costs.**

3.1 **Operation, Maintenance and Repair Costs.** Platte Canyon shall pay Southwest the sum of Six Hundred Dollars (\$600) a month due on the first day of January and each month thereafter during the Term of this Agreement. Said payments



constitute Southwest's estimate of Platte Canyon's proportionate share of the monthly operation and maintenance Costs for the Office and Garage Facility. At the end of each calendar quarter during the Term of this Agreement, Platte Canyon's proportionate share of the operation and maintenance Costs for the calendar quarter just ended shall be determined by Southwest using the actual Costs. If the aggregate amount of Platte Canyon's monthly payments to Southwest in any calendar quarter is less than Platte Canyon's 30% share of the actual Cost for the operation, maintenance and repair of the Office and Garage Facility for the calendar quarter then ended, Platte Canyon shall pay to Southwest the amount of any such deficiency within thirty (30) days.

3.1.1 **Adjustment.** If the aggregate amount of Platte Canyon's monthly payments to Southwest in any calendar quarter exceeds Platte Canyon's 30% share of the actual Costs for the operations, maintenance and repair of the Office and Garage Facility for the calendar quarter then ended, then, as long as Platte Canyon is not in default of its obligations hereunder, the amount of such excess shall be applied by Southwest to Platte Canyon's next succeeding monthly payment or payments during the Term of this Agreement.

3.1.2 **Adjustment of Monthly Payment.** Platte Canyon's fixed monthly payment of \$600 may be adjusted at any time during the Term of this Agreement by mutual consent of the Parties if it appears that Platte Canyon's proportionate share of the actual Cost on a quarterly basis will be significantly greater than \$600 per month.

3.2 **Capital Costs—Platte Canyon's Approval Rights.** Notwithstanding any other provision contained in this Agreement to the contrary, Southwest shall not authorize or incur any expenditure for any capital improvement of or to the Office and Garage Facility at any time in an amount in excess of \$5,000.00 without first obtaining the prior written approval of Platte Canyon. The approval of Platte Canyon can be obtained at any monthly meeting of the Board of Directors of Platte Canyon or at any duly convened and called special meeting. If Platte Canyon does not agree that the proposed capital expenditure is needed or desirable, then the proposed capital expenditure may be made by Southwest, but Platte Canyon shall not be charged a 30% share thereof.

3.3 **Delinquencies.** If Platte Canyon fails to make any payment due Southwest hereunder within 30 days after receipt of Southwest's invoice therefor, the amount due Southwest shall accrue interest at the rate of 1% per month from the date due. In addition, Southwest shall be entitled to recover all costs of collection, including but not limited to, reasonable attorneys' fees and court costs.

4. **Use of Joint Office and Garage Facility.**

4.1 **Office Storage Space.** The Districts shall jointly use the Office and Garage Facility. Platte Canyon shall be entitled to occupy and use up to 30% of the storage space in the Facility, and Southwest shall be entitled to use and occupy 70% of the storage space in the Facility. The assignment of storage space and the arrangement of files shall be determined by the manager of Platte Canyon; provided, however, that if the Board of Directors of either District disapproves of the way in which either District's storage space has been assigned or is being utilized, then the disapproving District shall have the right to have the matter considered by a joint meeting of the two Boards, at which time a majority of those Directors present shall have the right to resolve the issue, and their determination shall be final.

4.2 **Conference Room.** It is agreed that the conference room area shall be jointly used. Each District shall have the right to hold public meetings in the conference room area. The scheduling of said meetings, other than joint meetings between the two Districts, shall not coincide. The conference room may also be used for construction conferences and any other conferences for which a need arises in the management and operation of either District.

4.3 **Administrative Offices.** At the present time, Southwest has no employees, and the administrative office space of the Office and Garage Facility shall accordingly be occupied entirely by Platte Canyon employees, who, pursuant to Intergovernmental Agreement with Southwest, spend a significant amount of time providing Southwest with management, administrative, operation and maintenance services.

4.4 **Garage Space.** The Office and Garage Facility's garage space shall be occupied entirely by Platte Canyon's equipment, with the understanding that said equipment is utilized a significant portion of the time to provide operation and maintenance services for Southwest.

5. **Ownership of Office and Garage Facility.** Southwest shall remain the owner of the Office and Garage Facility and the real property upon which the Facility is located. By this Agreement Platte Canyon is granted a revocable license to use the Office and Garage Facility in accordance with and subject to the terms and provisions contained herein. Nothing herein contained, however, shall be deemed to grant, convey, create or vest in Platte Canyon any real property interest in the land or in the Office and Garage Facility, including but not limited to any fee, leasehold interest, easement, or irrevocable license.

6. **Term of Agreement.** This Agreement shall become effective as of January 1, 2008, and shall remain in effect for a period of 10 years, ending on December 31, 2018, unless sooner terminated in accordance with provisions of paragraph 6.1 below, by

mutual agreement, or by operation of law. At the option of Platte Canyon and with the consent of Southwest, this Agreement may be renewed at the end of the initial Term for successive periods not to exceed five years each. In the event Platte Canyon wishes to renew this Agreement for any succeeding period, Platte Canyon, not later than June 1 next preceding the expiration of the then current Term of this Agreement, shall notify Southwest that Platte Canyon wishes to so renew. Upon receipt of such notice, Southwest shall have thirty (30) days to state its willingness to renew for an additional period of up to five years; otherwise, this Agreement shall terminate at the end of the Term then in effect; provided, however, nothing herein contained shall preclude the Parties from renewing this Agreement for a period that is longer than five years.

6.1 **Early Termination.** Notwithstanding any other provision contained in this Agreement to the contrary, either District may terminate this Agreement as of the first day of January of any year upon notice in writing to the other District of not less than six calendar months prior to the date of termination, i.e., January 1 of any calendar year.

6.2 **No Multiple Fiscal Year Obligations.** No provision of this Agreement shall be construed or interpreted as creating an indebtedness or a multiple fiscal year direct or indirect debt or other multiple year financial obligation whatsoever of either District within the meaning of any constitutional or statutory debt limitation provision, including without limitation, Article XI, Sections 1, 2 and 3, and Article X, Section 20 of the Colorado Constitution. This Agreement shall not directly or indirectly obligate either District to make any payment beyond the funds legally available to it for the then current fiscal year. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of moneys of either District, nor shall any provision of this Agreement restrict or limit the discretion of either District in the budgeting or appropriation of its funds.

7. **Insurance.** During the Term, and any renewal Term of this Agreement the Parties shall maintain insurance coverage as follows:

7.1 **Property Insurance.** Southwest covenants and agrees that throughout the Term, and any renewal Term of this Agreement, it will insure the Office and Garage Facility against damage by fire and other casualty for such amounts as is mutually agreeable to the two Districts. Coverage shall be on a replacement value basis and shall be of a sufficient amount to provide for the full replacement of the entire Office and Garage Facility in the event of a catastrophic loss. All property insurance premiums shall be included as a part of the operation, maintenance and repair Cost for the Office and Garage Facility for which Platte Canyon shall pay a 30% share. Platte Canyon shall be named as an additional insured on the policy to the extent of 30% of any policy proceeds; provided, however, that any such proceeds received by Platte Canyon must be delivered to Southwest for the purpose of rebuilding the Office and Garage Facility if both Districts determine that the Facility should be rebuilt. If the Facility is not rebuilt then Platte Canyon may retain any such insurance proceeds it receives.

7.2 **Liability Insurance.** Both Districts shall during the Term and any renewal Term of this Agreement maintain comprehensive general liability insurance in an amount not less than the maximum amount that may be recovered against a public entity under the Colorado Governmental Immunity Act, which amount is currently \$600,000 for any single occurrence. To the extent permitted by law, including the statutes and Constitution of the State of Colorado, and only with regard to 30% of any liability not covered by insurance, and with the express understanding that it is not waiving or limiting the immunities, defenses and protections afforded it under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., Platte Canyon agrees to indemnify and hold harmless Southwest from and against any excess loss, damage or liability caused by the negligence of Platte Canyon, its agents or employees. To the extent there is a conflict between the provisions of this paragraph and the provisions of the Colorado Governmental Immunity Act, the Colorado Governmental Immunity Act shall control. To the extent permitted by law, including the statutes and Constitution of the State of Colorado, and only with regard to 70% of any liability not covered by insurance, and with the express understanding that it is not waiving or limiting the immunities, defenses and protections afforded it under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., Southwest agreed to indemnify and hold harmless Platte Canyon from and against any excess loss, damage or liability caused by the negligence of Southwest, its agents or employees. To the extent there is a conflict between the provisions of this paragraph and the provisions of the Colorado Governmental Immunity Act, the Colorado Governmental Immunity Act shall control.

8. **Cooperation.** Each District shall have the full cooperation and assistance from the other in connection with the administration of this Agreement and use of the Office and Garage Facility. The Boards of each District now meet jointly on a regularly monthly basis. At any time either District can place on the agenda discussion of this Agreement. In addition, the Parties agree to discuss the operation of the Office and Garage Facility and the administration of this Agreement at least one time each year, preferably in November or December of each year in connection with the adoption of each District's budget for the ensuing calendar year.

9. **Platte Canyon's Rights Upon Termination.** Upon termination of this Agreement or its nonrenewal (hereinafter referred to as "Termination"), title to the Office and Garage Facility and the real property upon which the Facility is located shall remain vested in Southwest. As soon as practicable after Termination, or prior to Termination, if the Parties know that the Agreement will not be renewed, the Office and Garage Facility including any and all improvements that Platte Canyon has contributed 30% of the acquisition or construction costs, including but not limited to any landscaping, water fountain, water main, fire hydrant and drainage improvements, shall be appraised by a qualified appraiser to determine the then current replacement costs. The value of the land shall not be included in the appraisal. The cost of the appraisal shall be shared equally between the two Districts. Platte Canyon shall be paid in cash or by check an amount

equal to 30% of the appraised replacement value of the Office and Garage Facility including any all related improvements as described above. If the appraisal is not acceptable to either or both Districts, each rejected by either or both Districts, each rejecting District can, at its own expense, obtain another appraisal, and the Parties can proceed to mutually agree upon a replacement value for the Office and Garage Facility. Any dispute as to the value of the Office and Garage Facility and all improvements related thereto, that is not resolved within 120 days following Termination of the Agreement shall be submitted to binding arbitration. The arbitration shall be for the sole purpose of determining the replacement value of the Office and Garage Facility and related improvements and Platte Canyon's 30% share thereof.

Such arbitration shall be commenced by the District seeking arbitration providing written notice to the other District. Such arbitration shall be conducted, if practical, in the Office and Garage Facility before one or more arbiters selected by mutual agreement of the Parties. If the Parties cannot agree on the arbitration panel then each District shall designate in writing two persons to act as arbiters. The list of the four potential arbiters shall be submitted to the Jefferson County District Court, Case Number 61 CV 15486 and the Court shall select from the persons so designated one arbiter to resolve the dispute. The arbitration shall be conducted in accordance with the American Arbitration Associations commercial arbitration rules then in effect or such other rules as the Districts shall mutually agree. The award of the arbiter shall be final. All costs and expenses of such arbitration, including attorney's fee, shall be paid as directed by the arbiter.

10. **Miscellaneous.**

10.1 **Amendment.** This Agreement is subject to amendment only by the written consent of the Parties hereto, and such Amendment shall be effective as of the date the Amendment is executed by the Parties or such other date as the Parties shall designate.

10.2 **Severability.** This Agreement is intended to be performed in accordance with and only to the extent permitted by law. If a provision of this Agreement or application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather, shall be enforced to the greatest extent permitted by law.

10.3 **Construction of Language.** The language used in this Agreement and all parts thereof shall be construed as a whole according to their fair meaning, and not strictly for or against any party, all Parties having equally participated in the preparation of this Agreement.

10.4 **No Waiver**. No waiver of any condition, remedy or provision of this Agreement shall be deemed to have been made unless expressly made in writing and signed by the party against whom such a waiver is charged.

10.5 **Governing Law**. The terms and provisions of this Agreement shall be governed by and shall be construed in accordance with the laws of the State of Colorado.

10.6 **Time of Essence**. Time is of the essence in the performance of this Agreement.

10.7 **Assignment**. This Agreement is personal to the Parties hereto and neither party shall have any right, power or authority to assign this Agreement or any portion thereof or to delegate any duties or obligations arising hereunder, neither voluntary nor involuntary nor by operation of law, without the prior written approval of the other party.

10.8 **Captions and Headings**. The headings throughout this Agreement are for convenience and reference only and shall in no way be deemed to define, limit or add to the meaning of any provisions of this Agreement.

10.9 **Third Party Beneficiaries**. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to any person other than the Districts any right, remedy or claim under or by reason of this Agreement.

10.10 **Notices**. All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered or sent by Certified United States mail, postage prepaid, with return receipt requested, addressed to the Parties as follows:

Southwest Metropolitan Water and Sanitation District  
8739 West Coal Mine Avenue  
Littleton, Colorado 80123

Platte Canyon Water and Sanitation District  
8739 West Coal Mine Avenue  
Littleton, Colorado 80123

Either party may change the address at which it receives written notice by so notifying the other party in writing in the manner provided herein.

10.11 **Entire Agreement**. This Agreement represents the entire agreement of the Parties and specifically supersedes the prior Intergovernmental Agreement between

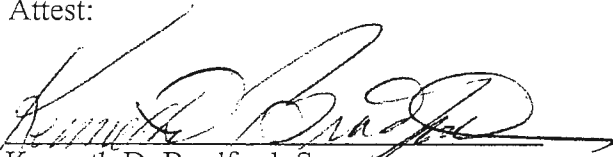
the Parties hereto which as of January 1, 2008, shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the Parties to this Agreement have caused their names to be affixed by proper officers thereof as of the date and year first above written.


PLATTE CANYON WATER AND  
SANITATION DISTRICT

By:   
Jack C. Dice, President

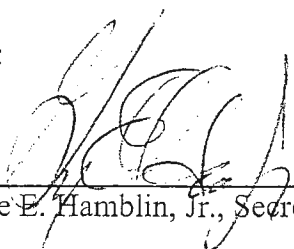
Attest:

  
Kenneth D. Bradford, Secretary

SOUTHWEST METROPOLITAN WATER  
AND SANITATION DISTRICT

By:   
Charles Hause, Vice President

Attest:

  
George E. Hamblin, Jr., Secretary

Format Date: 1993  
Prior Contract No.: RB 163  
Date of Prior Contract: 10/13/1981  
Private Pipe Nos.: X18688, X18689  
Contract No.: RB 163

## WATER SERVICE CONTRACT (READ & BILL)

THIS CONTRACT is made and entered into as of the 13<sup>th</sup> day of April, 2005, by and between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS ("Board") and SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT ("Southwest Metro"), a quasi-municipal corporation of the State of Colorado.

### [Recitals moved to Article VI]

In consideration of the premises and the covenants and agreements hereinafter set forth, it is agreed by and between the Board and Southwest Metro as follows:

### Article I DEFINITIONS

1.1 "Southwest Metro" shall refer to the Southwest Metro Water and Sanitation District and any authorized representative thereof.

1.2 "Board" shall refer to the City and County of Denver, acting by and through its Board of Water Commissioners, and any authorized representative thereof.

1.3 "Charter" or "Charter Provisions" shall mean Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System.

1.4 "City" shall mean the City and County of Denver and its territorial boundaries. "Inside-City" refers to persons and property located within the territorial boundaries of the City and County of Denver, and "Outside-City" means persons and property located outside the boundaries.

1.5 "Combined Service Area" shall mean the outer **geographical** boundaries of the existing and projected service areas of all of the Distributors **combined** to whom the



Board has made a Commitment to Furnish water as set forth in section 2.1, as depicted and described in Exhibit B attached hereto and incorporated herein.

1.6 "Commitment" shall mean the Board's agreement to Furnish water as set forth in Section 2.1.

1.7 "Conservation Plan" shall refer to the Conservation Master Plan of the Denver Water Department dated **April 21, 1998**, as amended and updated.

1.8 "Contract Service Area" shall mean the **boundaries** of Southwest Metro as described in Exhibit A attached hereto and incorporated herein, together with amendments or expansions of those boundaries within the Combined Service Area accomplished in accordance with the terms and provisions of this Agreement.

1.9 "Distributor", when used in the singular, shall refer to a person, organization or entity which contracts with the Board for Water Supply and does not commingle the Board's water with potable water from another source; and, in the plural, unless otherwise specifically stated, refers to all such persons, organizations or entities.

1.10 "Engineering Standards" shall mean the Engineering Standards of the Board, including future modifications thereto.

1.11 "Furnish", when used with regard to the Board's Commitment, shall mean to acquire and furnish and includes all of the intermediate steps necessary to provide water at appropriate distribution points within a Distributor's Contract Service Area. "Furnish" does not include the obligation to construct certain localized storage, pumping, transmission or distribution facilities which may be constructed pursuant to a participation agreement.

1.12 "Impossible" shall mean a circumstance in which the Board is truly prevented from performing, and not that continued performance is merely impracticable or unreasonably expensive. Such a circumstance must be beyond the control of and not created by the Board, and does not include water supply obligations for areas outside the Combined Service Area arising by means of contracts executed after September 1, 1994.

1.13 "Notice" shall mean the Notice described in Section 2.4 hereof.

1.14 "Notice Period" shall mean a period of five years from the date that Southwest Metro receives the Notice.

1.15 "Operating Rules" shall mean the Operating Rules of the Board, including future modifications thereto.

1.16 "Water Distribution System" shall refer to the pipes, pump stations, clear water storage reservoirs and related appurtenances for distribution of **potable** water.

Unless otherwise specified, the term refers to Southwest Metro's Water Distribution System.

1.17 "Water Supply" shall include, but not be limited to, existing water supplies, future Water Supply projects and development of existing and after-acquired water rights.

1.18 "Water Tap" shall mean a physical connection to the Water Distribution System which effects water service to the connected premises.

## Article II WATER SUPPLY

2.1 The Board shall Furnish all of the water necessary to serve the full development of all the land within Southwest Metro's Contract Service Area for all uses for which the Board's water rights have been decreed, but the Board shall have no obligation whatever to Furnish any water hereunder to any lands lying outside the Combined Service Area.

2.2 The water to be Furnished by the Board shall be potable water which complies with the federal Safe Drinking Water Act and any other applicable drinking water regulations. **Water service shall be governed by the Charter Provisions, the Operating Rules and Engineering Standards.** No promise or guarantee of water pressure is made by the Board or is to be implied from anything contained herein.

2.3 The Board's Commitment shall be limited only by the occurrence of factors which make it Impossible for the Board to meet the Commitment.

2.4 If it becomes Impossible for the Board to meet its Commitment, the Board may give Notice in writing to Southwest Metro of the existence of such impossibility and the Board shall have the right to discontinue the issuance of additional taps hereunder after the end of the Notice Period. During the Notice Period, there shall be no limitation upon the Board's Commitment, except as may be otherwise provided in this Agreement.

2.5 Southwest Metro and the Board agree to cooperate and to do whatever is reasonable and necessary under the circumstances to prevent the factors or occurrences that would give rise to the issuance of Notice and to eliminate or mitigate such factors or occurrences during **and after** the Notice Period. At the end of each calendar year within the Notice Period, the Board shall review its Water Supply and shall defer the date for discontinuance of tap availability, if possible, by making available to all Distributors in the Combined Service Area any water anticipated to be surplus to the needs of the City and County of Denver. **If during or after the Notice Period it is no longer Impossible for the Board to perform its Commitment, the Commitment will revive and continue as if the Notice Period had not occurred.**

2.6 During and after the Notice Period, Southwest Metro may purchase or otherwise acquire surface, raw water rights and convey all right, title and interest in such rights to the Board. If such surface water rights have a raw water quality which is capable of being treated by the Board's then current water treatment system to the then current federal and state drinking water standards and are usable in the Board's water supply system, the Board agrees to accept the surface water rights and either reserve to Southwest Metro an additional amount of treated water or permit Southwest Metro to install an additional number of 3/4-inch equivalent taps in Southwest Metro's Contract Service Area. The amount of additional treated water shall be equivalent to the firm annual yield of the conveyed water rights, as determined by the Board, using the same firm annual yield methodology used by the Board in the operation and management of its water rights and water system, less treatment and conveyance losses. The number of additional taps allowed shall be calculated by dividing the firm annual yield as determined by the Board, less treatment and conveyance losses, by the then current systemwide average amount of treated water consumed per 3/4-inch equivalent tap. When raw water rights are conveyed to the Board under the terms of this paragraph, Southwest Metro will receive a credit against payment of the full System Development Charge for that portion of the raw water component of the System Development Charge applicable to the additional treated water or taps produced as a result of the conveyance. The remaining portion of the System Development Charge and any participation charges applicable to the additional treated water or taps shall be paid at the time of application for taps. The Board agrees to make its evaluation under this paragraph in a prompt and timely manner.

2.7 During and after the Notice Period, the Board will consider other types of proposals for use of the Board's water system to provide additions to Southwest Metro's water supply (e.g., water supply enhancement by groundwater and commingling) and will cooperate in the effectuation of such proposals if they will not, in the determination of the Board, create operational problems, adversely affect water quality or impede full and efficient utilization of the Board's water rights and water supply system. **Should Southwest Metro choose to respond to a Notice by serving a portion of its Contract Service Area by means of a completely separate water distribution system, the Board agrees, notwithstanding the discontinuance of tap availability under paragraph 2.4, to permit users within Southwest Metro's Contract Service Area to install an additional 3/4-inch equivalent tap for every previously licensed 3/4-inch equivalent tap whose water service is converted to the separate water distribution system. In the event of such tap conversions, the Board and Southwest Metro agree to negotiate in good faith to resolve on a fair and reasonable basis any issues that arise, including issues involving the payment of or credit for System Development Charges.**

2.8 For all Water Taps currently connected or to be connected hereunder, the Board agrees to Furnish an adequate supply of water to Southwest Metro's Water Distribution System.

2.9 Both parties to this Contract recognize that the Board's water supply **in any given year** is dependent upon natural water resources that are variable in quantity of supply from year to year. The Board shall not be liable for failure to accurately anticipate availability of the Board's water supply or for an actual failure of the Board's water supply due to inadequate run-off or other occurrence beyond the reasonable control of the Board; **provided, however, that nothing in this paragraph shall be construed to alter the meaning of "Impossibility" contained in paragraph 1.12.** In times of such shortage or failure, water use may be curtailed in a manner to be determined by the Board; provided, however, that such curtailment on use shall be applied uniformly both inside and outside the City.

2.10 All water furnished by the Board under this Contract is on a leasehold basis only for the use of Southwest Metro and its customers within Southwest Metro's Contract Service Area for purposes for which the Board's water rights have been decreed. Neither Southwest Metro nor its customers shall have the right to make a succession of uses of such water; and upon completion of the primary use, all dominion over the water furnished hereunder shall revert completely to the Board. Except as herein specifically provided, all property rights to the water to be furnished hereunder by the Board are reserved in the Board. Southwest Metro is not obligated to create any particular volume of return flow and there shall be no obligation on either the Board or Southwest Metro to separate water furnished hereunder from any material added to it in use by Southwest Metro's customers or to purify the water after such use.

2.11 Except as provided herein, **potable** water Furnished hereunder shall not be commingled with water from any other source. Southwest Metro may supply water from another source by means of completely separate water distribution system.

2.12 Southwest Metro recognizes that the Board will implement the Conservation Plan in order to encourage wise water use throughout the Combined Service Area, and agrees to assist the Board in implementing the Conservation Plan by:

- (a) Supporting the Conservation Plan with its customers; contributing ideas and suggestions to the Board regarding water conservation; encouraging the public to use low flow plumbing fixtures and low water use landscaping techniques; using low flow plumbing fixtures and low water use landscaping techniques at its facilities whenever modifications are made to such facilities; and

- (b) Providing to the Board any information about its Water Distribution System which might be necessary to implement the Conservation Plan; conducting a leak detection and repair program on its system that is acceptable to both parties; and

(c) Adopting such policies or taking such actions as may be required of the Board's Distributors by federal law to enable the Board to obtain federal permits; and

(d) Other similar actions as appropriate under law.

### Article III RATES AND CHARGES

3.1 For the use of water provided by the Board hereunder, the Board shall be paid by the users within Southwest Metro's Contract Service Area the amount or amounts of money calculated by utilizing the schedules attached hereto as Exhibit C and incorporated herein by reference. It is mutually agreed that the schedules in Exhibit C provide for the payment for water use of amounts sufficient to constitute compliance with requirements of the Charter at the time of the making of this agreement. The schedule of charges provided for in this paragraph shall remain in full force and effect until the revenue resulting from collection of charges set forth in Exhibit C shall become inadequate to meet the standards of return required by the Charter for water delivered outside the City, or until the Board shall deem it necessary to raise or lower the charges for the water, **subject to the provisions of paragraph 3.3**. The Board may establish reasonable classifications of users for various purposes, including but not limited to, rate making. Methods of collection and schedules of charges for Outside-City use **among all Distributors** shall be applied uniformly among similar users. In addition to any other rate or charge herein provided, Distributor shall pay or cause to be paid all applicable system development charges, participation charges, and such other rates, tolls, charges or combinations thereof as the Board may, from time to time, in the exercise of its lawful authority impose. Current system development charges are contained in the attached Exhibit C, incorporated by reference, and shall remain in effect until the Board modifies them. Modified system development charges shall be substituted for those set forth in Exhibit C. Participation charges for the construction of new facilities and use of existing facilities will be the subject of separate agreements of the parties and shall be determined on a case by case basis.

3.2 Southwest Metro and the Board agree that due to the Board's mandate under the Charter, the Board will adopt water service rates and other charges sufficient to fully reimburse the Board for all costs of furnishing water under this Contract, together with an additional amount to be determined by the Board. Southwest Metro and the Board agree that the duration of this Contract is such that the passage of time will require changes in the charges to be made for the use of water hereunder. The Board may modify the schedule of charges for use of water hereunder from time to time in its discretion provided that:

(a) The Board shall notify Southwest Metro of any proposal for an increase in water service rates at least ten (10) days prior to the Board meeting at which formal action on such a proposal is scheduled.

(b) The Board shall notify Southwest Metro of new water service rates within ten (10) days after they have been adopted.

(c) The new water service rates shall not become effective sooner than sixty (60) days after they have been adopted and shall not apply to water delivered by the Board on or before the date of their adoption by the Board.

**(d) The Board shall notify Southwest Metro of the potential for an increase in water service rates and of the predicted percentage increase at least 35 days prior to any formal Board action on such increase.**

**Southwest Metro may attend and participate in any rates workshop or public meeting held to discuss rates and may have access to rates information during the Board's regular business hours.**

3.3 Rates for the sale of water will be assessed to the various classes of customers in a manner which reasonably recovers the costs to serve each class of customer. Costs recovered through other fees or charges, such as system development charges, participation and reimbursements, are not included in the calculation of the revenue requirements from rates, but instead **will be** credited to Inside-City or Outside-City customers, depending on the source of the payment. Generally, the rate-setting process will include:

(a) Determination of the total amount of revenue required to be generated from rates (This total amount is the revenue requirement from rates);

(b) Allocation of the revenue requirements from rates between Inside-City and Outside-City customers based on relative water demands and capacity needs of those two customer groups, and the further allocation of Inside-City and Outside-City costs to the various customer classes (e.g., residential, non-residential) based on usage characteristics of the customer classes, such as average demand and peak demand. Allocation of costs among Outside-City customers is further defined to reflect the level of service (i.e., total service, read and bill, or master meter for outside-City customers); and

(c) The design of water rates, which may include but is not limited to, a fixed service charge and a volumetric charge per 1000 gallons. These charges will recover from each class of customer, within practical limits, the cost to serve that class of customer.

3.4 The parties agree that water service rates charged to users within Southwest Metro's Contract Service Area shall be considered fair and reasonable so long as they use recognized water utility rate making practices as described herein, and are related to the cost of service incurred by the Board in providing water service to Distributors, as

determined by the Board. Southwest Metro **and the Board** specifically agree that water service rates for water service provided under this agreement shall be governed by the provisions of this Contract, any state statute to the contrary notwithstanding.

3.5 The Board shall periodically determine methods of collection of **the Board's** water service and other charges. Southwest Metro grants to the Board all of Southwest Metro's power and authority to impose and collect water service charges and charges for water connection and other purposes within its Contract Service Area. **This paragraph shall not be construed to affect Southwest Metro's powers to impose and collect its own separate charges.**

3.6 Southwest Metro shall require the users within its Contract Service Area to pay the Board's System Development Charges and other charges and water service rates set forth in Exhibit C, as amended from time to time, and the Board shall have power to enforce collection of such rates and charges in the same manner as it employs inside the City.

#### **Article IV** **OPERATIONS**

4.1 Southwest Metro is responsible for the construction and maintenance of its Water Distribution System. Southwest Metro represents that it has or will acquire authority to use, connect, disconnect, modify, renew, extend, enlarge, replace, convey, abandon or otherwise dispose of the pipes and other facilities, including fire hydrants, for providing water service to users within its Contract Service Area, and grants to the Board all such authority deemed necessary by the Board to perform the Board's obligations under this Contract. All additions to the Water Distribution System installed or replaced to serve exclusively within Southwest Metro's Contract Service Area shall be the property of Southwest Metro, except as otherwise provided in a participation agreement.

4.2 Southwest Metro agrees to maintain its facilities in good repair at all times and to make such replacements as may be necessary to keep the facilities in proper operating condition at all times.

4.3 Southwest Metro agrees that it will, at all times, operate the Water Distribution System so as not to interfere with service to others dependent upon the Denver Water System for a supply of water. Specifically, Southwest Metro agrees that it will operate its facilities, especially any pumping or storage facilities, in correlation with operation of Board facilities and will install and use such devices including telemetering, as are necessary to effectuate correlation; provided, however, that Southwest Metro shall not be required to pay for the installation of any physical changes to its Water Distribution system required only to benefit others outside its Contract Service Area.

4.4 It is agreed that the damage to the Board if Southwest Metro disconnects from the Denver Water System will be not less than the reproduction cost of any of the Board's facilities which are rendered useless by such disconnection **and** which must be replaced in order to serve customers outside the Contract Service Area. Southwest Metro agrees to pay the damages described in this paragraph immediately upon the occurrence of such disconnection.

4.5 The Board agrees that it will not make any Water Tap **within the Contract Service Area** or issue any license for attachment to the Water Distribution System except upon written authorization of Southwest Metro. Upon receipt of written authorization, the Board will make taps in the regular course of its business. Southwest Metro shall be fully liable to the Board for unreported connections, including payment of all water charges thereon. No new Water Taps may be made to Southwest Metro's Water Distribution System which would impair the capacity of the facilities to furnish water service in accordance with the Engineering Standards.

4.6 Each of the parties to this Contract recognizes in the other the right to enforce its rules and the terms of this Contract by turning off or disconnecting the supply of water of those who violate such rules or contract. Neither party shall interfere with the other in the enforcement of its rules or this Contract. Neither party shall turn on any service connection after the same has been turned off by the other in the course of enforcing its rules or the terms of this Contract, except upon written authority of the party causing the disconnection. Each party agrees to provide oral or written notice to the other prior to disconnecting any service connection, except when disconnection is made by the Board solely for reason of delinquency in payment for charges or to prevent an immediate threat to public health or safety.

4.7 Water service Furnished under this Agreement shall be governed by the Charter Provisions, the Operating Rules and the Engineering Standards; provided, however, that no future amendment or modification to the Operating Rules and Engineering Standards shall be binding on Southwest Metro if it is inconsistent with the express terms of this Contract, unless Southwest Metro has agreed in writing to be bound by such amendment or modification. The Operating Rules and Engineering Standards shall be no more stringent as applied to Distributors than as applied within the City. The Board may require the installation of additional water service facilities at the expense of Southwest Metro or the customer requiring service in accordance with a participation agreement, the Operating Rules and the Engineering Standards. Southwest Metro retains the full right to make and enforce rules, not inconsistent with the Operating Rules and Engineering Standards, to govern water use within its Contract Service Area. Southwest Metro agrees to exercise its rule-making, fee-setting and other powers to assist the Board in enforcing the Operating Rules and Engineering Standards.

4.8 Southwest Metro agrees to furnish the Board with a continuously complete record of its installations. Southwest Metro agrees not to make any new installations or changes in its Water Distribution System except after written notice to the Board and



opportunity provided to the Board to review plans and inspect installations or changes as they are made. All design, installation, replacement, operation and maintenance of Southwest Metro's facilities must be made by Southwest Metro in accordance with the Engineering Standards and with plans and specifications submitted by Southwest Metro to, and approved by, the Board. The Board may require plans and specifications of any new installations or modifications to be prepared by a registered engineer, but in any event in such a manner so as to be readily understood and recorded by the Board's engineers. The Board reserves the right to require that tracings, maps, blueprints and "as built" drawings of completed facilities be provided for the Board's files. The Board shall be entitled to inspect Southwest Metro's plans and installations at Southwest Metro's expense.

4.9 Elements of the Water Distribution System which are in existence, or which are subsequently acquired, and which do not comply with the Engineering Standards shall be brought into compliance at the time of replacement, unless such non-complying elements adversely affect the quality or pressure of water Furnished under this Contract.

4.10 Southwest Metro **may expand its** Contract Service Area within the Combined Service Area by written notification to the Board, **but may not expand into any area within the contract service area defined in a water service agreement between the Board and another Distributor without the consent of that Distributor.** No expansion of Southwest Metro's Contract Service Area outside the Combined Service Area shall be accomplished except by separate written contract, and in no event shall any such expansion impair the Board's ability to perform its Commitment to Furnish water under this and similar contracts or otherwise interfere with the Board's ability to meet its water service obligations.

4.11 The Board **has established** a Rules and Standards Revision Committee which shall review and recommend to the Board approval or disapproval of any proposed revisions to the Operating Rules and the Engineering Standards. The committee shall be composed of representatives of the Distributors and members of the Board's staff.

4.12 The Board reserves the right to refuse to permit its water supply to be furnished to any premises where the use of such water will result in a health hazard to the water supply. Any determination on this matter by the Board shall be subject to review by the Health Department of the State of Colorado or a similar, lawfully authorized health authority of the State, and the Board agrees to be bound by the decision of such authority but may appeal such decision by available means.

## **Article V**

### **MISCELLANEOUS PROVISIONS**

5.1 No assignment by either party of its rights under this Contract shall be binding on the other unless the other party shall have assented to such assignment with the same

formality as employed in the execution of this Contract. **Assent by either party shall not be unreasonably withheld.**

5.2 No party shall waive its rights hereunder by failing to exercise its rights; any such failure shall not affect the right of such party to exercise at some future time the rights not previously exercised.

5.3 None of the remedies provided for under this Contract need to be exhausted or exercised as a prerequisite to either party's pursuit of further relief to which it may be entitled.

5.4 The benefits and obligations created by this Contract shall not be modified by amendment to the Constitution or the laws of the State of Colorado, or to the Charter of the City and County of Denver; provided, however, that in the event that the General Assembly or an amendment to the Colorado Constitution either reconstitutes the Board as a different legal entity or places the Board under the jurisdiction of the Public Utilities Commission, the Board's obligations hereunder shall cease. Nothing in this paragraph, however, shall be construed as a waiver by Southwest Metro of any rights it may have to continued water service arising outside of this Contract.

5.5 The Board shall have the authority to exercise all rights with respect to the Water Distribution System in order to use the Water Distribution System to serve or contribute to the service of any area outside the Contract Service Area, **consistent with the Operating Rules and Engineering Standards.**

5.6 Nothing in this Contract shall be construed as a grant by either party of any exclusive right or privilege.

5.7 In the event that Southwest Metro commits a material breach of this Contract and the Board gives Southwest Metro written notice specifying the particular material breach, Southwest Metro shall have such time as provided in the notice, which time shall be **reasonably sufficient to permit Southwest Metro to cure the noticed material breach, but in no event** less than ninety (90) days, in which to correct the breach. In the event that Southwest Metro fails to correct such breach within the time provided in the notice, the Board without obligation to Southwest Metro or any person or corporation claiming by, through or under Southwest Metro, may suspend water service and take possession and control of any portion of the Water Distribution System and other facilities which the Board finds to be necessary to provide water service within Southwest Metro's Contract Service Area. While in possession and control of the Water Distribution System, the Board may take such steps as it may deem necessary to correct the breach. During such possession and control, the Board may collect the then-current total service rates and other appropriate charges for water furnished to the Contract Service Area from the various users, and the Board shall have power to enforce collection of such charges in the same manner as it employs in Total Service Contract areas. Southwest Metro agrees to reimburse the Board for all expenses incurred by the Board in correcting the default or

defaults; upon payment of all such expenses, possession and control of the Water Distribution System shall be returned to Southwest Metro. The 90-day notice provision of this paragraph shall not apply if the Board determines that the breach may result in an immediate health hazard or harm to persons or property, in which case the Board may take immediate possession and control of the Water Distribution System upon hand delivery of written notice of the breach and description of the harm likely to result. The term "material breach" shall include, but not be limited to, failure to continue to exist as a municipal, quasi-municipal or corporate entity; failure to maintain the Water Distribution System; failure to perform functions necessary to the operation of the Water Distribution System or the Board's water supply system; failure to adopt measures or take actions pursuant to paragraph 2.12 required to enable the Board to obtain federal permits; unauthorized extensions of water service; and other actions or inactions which could cause a health hazard or harm to persons or property.

5.8 In the event Southwest Metro seeks to dissolve pursuant to §32-1-701 et seq., 13 C.R.S. (1973 & 1990 Supp.) as amended, Southwest Metro shall provide a copy of the petition for dissolution to the Board, at the time of its filing with the court. The plan for dissolution shall provide for assignment of Southwest Metro's rights and obligations under this Agreement to a party **reasonably** acceptable to the Board. If no provision is made for such an assignment or other arrangement acceptable to the Board, upon Southwest Metro's dissolution, this Contract shall be null, void and of no further force or effect, and the Board shall have no further obligation to provide water service pursuant to the terms of this Contract.

5.9 The parties agree that this Contract is performable in the City and County of Denver, and that venue for any dispute over any issue resulting from this Contract shall be in Denver District Court.

5.10 This Contract shall remain in force until terminated by mutual written agreement or pursuant to the provisions hereof.

5.11 Southwest Metro and the Board agree that this Contract shall be construed and enforced as the fully integrated expression of their contract with respect to the matters addressed. No express or implied covenant not specifically set forth shall be deemed to be a part of this Contract. The parties expressly aver that no representations other than those specifically set forth in this Contract have been relied upon by either party to induce it to enter into this Contract.

5.12 This Contract supersedes Read and Bill Distributor's Contract Number 163 dated October 13, 1981, and any amendments thereto. The following agreements remain in full force and effect: the Participation Agreement between Ken Caryl Ranch Water and Sanitation District, Southwest Metro and the Board, dated September 27, 1983; and the Participation Agreement between Southwest Metro and the Board, dated March 1, 1994, as amended November 4, 1997.

**Article VI**  
**SPECIAL PROVISIONS**

6.1 In consideration for the Board's obligations under this Contract, the Board and Southwest Metro relinquish any and all claims that one may have against the other, which claims may arise out of or with respect to: (1) the existing distributor contract being superseded by this Contract pursuant to paragraph 5.12, (2) the Metropolitan Water Development Agreement ("Metro Agreement") and (3) whatever remaining interests either party may have, if any, in the Platte and Colorado River Storage Projects Participation Agreement ("Platte Agreement"). Further, the Board and Southwest Metro mutually rescind and hereby terminate, with respect to each other, the Metro Agreement and any remaining interests that might exist in the Platte Agreement. Upon termination of the Metro and Platte Agreements, the Board agrees to refund to Southwest Metro all Denver Water Trust payments made by Southwest Metro pursuant to the Platte Agreement, plus actual interest accrued thereon, less a pro-rated share of any outstanding escrow management fees.

6.2 This contract is made under and conformable to the provisions of the Charter of the City and County of Denver which control the operation of the Denver Municipal Water System, including Section 10.1.13 of the Charter of the City and County of Denver, which provides in part:

10.1.13 Water leases. The Board shall have power to lease water and water rights for use outside the territorial limits of the City and County of Denver, but such leases shall provide for limitations of delivery of water to whatever extent may be necessary to enable the Board to provide an adequate supply of water to the people of Denver. Every such lease shall contain terms to secure payment of sufficient money to fully reimburse the people of Denver for the cost of furnishing the water together with an additional amount to be determined by the Board.

6.3 The Board has conducted an independent evaluation of the Water Supply needs of the people of the City and County of Denver and of all of the suburban Distributors to whom the Board proposes to distribute water, and of the Water Supply available to serve those needs. This evaluation was based on full development of all land both within Denver and within the combined service areas, existing and projected, of all suburban Distributors. Based upon that evaluation, the Board **represents** that it can provide an adequate supply of water to the people of Denver as required by Charter section 10.1.13, now and in the future, by reserving for use within the City and County of Denver a portion of the water supply resulting from operation of its water supply projects, and by making available the remaining water supply to the Distributors, for use limited to the Combined Service Area. The Board's commitment for delivery of water to Southwest Metro under this Contract shall be limited to Southwest Metro's "Contract Service Area";

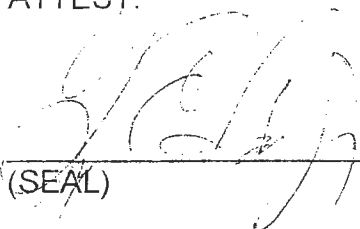
the Board **represents** that such a limitation on delivery of water will enable the Board to provide an adequate supply of water to the people of Denver.

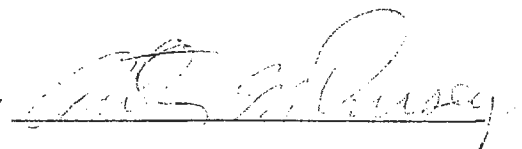
6.4 Based upon the Board's representations that it is able and willing to supply Southwest Metro with all of the potable water necessary for the full development of Southwest Metro's Contract Service Area Southwest Metro finds that the making of this Agreement will provide for the most satisfactory and dependable Water Supply available for current and future use within its Contract Service Area, and is in the best interests of the water users within its Contract Service Area.

IN WITNESS WHEREOF, the parties have executed this Contract.

**SOUTHWEST METROPOLITAN WATER  
AND SANITATION DISTRICT**

ATTEST:

  
(SEAL)

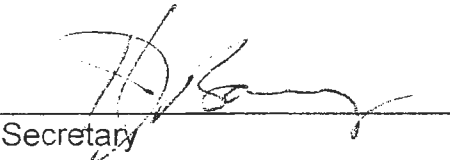
By 

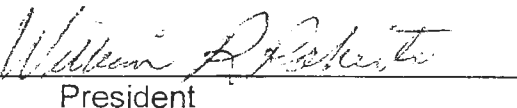
8739 W. Coal Mine Ave., Littleton, CO 80123  
Address of Distributor

303-979-2333  
Telephone Number

**CITY AND COUNTY OF DENVER,  
acting by and through its  
BOARD OF WATER COMMISSIONERS**

ATTEST:

  
Secretary

By   
President

APPROVED:

Maie Bassett  
Public Affairs Division

Mullis  
Legal Division

[Signature]  
Planning Division

REGISTERED AND COUNTERSIGNED:  
Dennis J. Gallagher, Auditor,  
CITY AND COUNTY OF DENVER

By [Signature]  
Deputy Auditor

**EXHIBIT "A"**

**TEMPORARY LEGAL DESCRIPTION OF BOUNDARY  
OF THE COMBINED SERVICE AREA**

The following **TEMPORARY LEGAL DESCRIPTION** and attached map describe and show the current boundary of Denver Water's combined service area. It should be used for **general location only**. Distributor boundaries are currently under analysis and an exact legal description will replace this **TEMPORARY LEGAL DESCRIPTION** as **EXHIBIT A**.

A tract of land situated in Townships 2,3,4,5 and 6 South, Ranges 64,65,66,67,68,69 and 70 West of the Sixth Principal Meridian being portions of Adams, Arapahoe, Denver, Douglas and Jefferson Counties, State of Colorado more particularly described and bounded as follows:

Beginning at the northwest corner of Section 26, Township 2 South, Range 68 West; thence east along the north line of Section 26 and Section 25 of said Township and Range to the north quarter corner of said Section 25; thence south along the north-south centerline of Section 25 to the northwest corner of the southhalf of the northeast quarter (S 1/2, NE 1/4) of said Section 25; thence east along the north line of the south half of the northeast quarter of said Section 25 and the north line of the southhalf of the northwest quarter (S 1/2, NW 1/4) of Section 30 to the centerline of the South Platte River; thence southwesterly along the centerline of the South Platte River, through Section 30, Section 25 and Section 36, Township 2 South, Range 68 West, continuing into Township 3 South, Range 68 West through Section 1 to its confluence of Sand Creek; thence southeasterly along the centerline of Sand Creek through Section 1 and Section 12, Township 3 South, Range 68 West continuing into

Township 3 South, Range 67 West through Section 7 to the north line of Section 18; thence east along the north line of Section 18 to the north quarter corner of said Section 18; thence south along the north-south centerline of said Section 18 to the centerline of Sand Creek; thence southeasterly along the centerline of Sand Creek through Section 18 and Section 17 to the south line of Section 17; thence east along the south line of Section 17 to the southeast corner of said Section 17; thence north along the east line of Section 17 to the northeast corner of said Section 17 and the northwest corner of Section 16, Township 3 South, Range 67 West; thence east along the north line of said Section 16 a distance of 500 feet more or less; thence north 900 feet more or less; thence east 1000 feet more or less; thence south 900 feet more or less to the north line of Section 16; thence east along the north line of said Section 16 to the northeast corner of said Section 16 and the southwest corner of Section 10, Township 3 South, Range 67 West; thence north along the west line of said Section 10 to the northwest corner of said Section 10; thence east along the north line of Section 10 to the northeast corner of said Section 10; thence south along the east line of Section 10 to the southeast corner of said Section 10 and the northwest corner of Section 14, Township 3 South, Range 67 West; thence east along the north line of Section 14 and Section 13, Township 3 South, Range 67 West and along the north line of Section 18 and Section 17, Township 3 South, Range 66 West to the northeast corner of said Section 17 and the southwest corner of Section 9, Township 3 South, Range 66 West; thence North  $00^{\circ} 53' 51''$  West a distance of 5301.85 feet to the northwest corner of said Section 9 and the southwest corner of Section 4, Township 3 South, Range 66 West; thence North  $00^{\circ} 28' 16''$  West a distance of 2640.04 feet to the west quarter corner of said Section 4; thence North  $00^{\circ} 28' 07''$  East a distance of 2607.21 feet to the northwest corner of said Section 4 and the southwest corner of Section 33 Township 2 South, Range 66 West; thence North  $00^{\circ} 55' 49''$  West a distance of 5301.60 feet to the northwest corner of said Section 33; thence North  $89^{\circ} 42' 50''$  East a distance of 5299.89 feet to



the north east corner of said Section 33 and the northwest corner of Section 34, Township 2 South, Range 66 West; thence North 89° 19' 20" East a distance of 2653.08 feet; thence North 89° 18' 51" East a distance of 53.01 feet; thence North 00° 00' 00" East a distance of 1315.25 feet; thence North 90° 00' 00" East a distance of 8800.00 feet to a point 912.87 feet east of west line of Section 25, Township 2 South, Range 66 West; thence North 00° 00' 00" East a distance of 18560.00 feet; thence North 90° 00' 00" East a distance of 7600.00 feet; thence North 00° 00' 00" East a distance of 4000.00 feet; thence North 90° 00' 00" East a distance of 3100.00 feet; thence North 00° 00' 00" East a distance of 2670.22 feet to a point on the north line of Section 5, Township 2 South, Range 65 West; thence North 89° 55' 38" East a distance of 3500.00 feet; thence South 00° 00' 00" West a distance of 2583.18 feet; thence South 89° 42' 10" East a distance of 5740.94 feet to the east quarter corner of Section 4, and the west quarter corner of Section 3, Township 2 South, Range 65 West; thence North 89° 46' 02" East a distance of 5288.69 feet to the east quarter corner of said Section 3 and the west quarter corner of Section 2, Township 2 South, Range 65 West; thence North 89° 55' 49" East a distance of 2643.14 feet to the center of said Section 2; thence South 00° 33' 12" East a distance of 2641.52 feet to the south quarter corner of said Section 2 and the north quarter corner of Section 11, Township 2 South, Range 65 West; thence North 89° 53' 23" East a distance of 2643.02 feet to the northeast corner of said Section 11 and the northwest corner of Section 12, Township 2 South, Range 65 West; thence South 89° 26' 14" East a distance of 5283.48 feet to the northeast corner of said Section 12 and the northwest corner of Section 7, Township 2 South, Range 64 West; thence North 89° 49' 25" East a distance of 875.59 feet; thence South 00° 00' 00" West a distance of 6460.91 feet; thence South 90° 00' 00" West a distance of 1500.00 feet; thence South 00° 00' 00" West a distance of 3000.00 feet; thence South 90° 00' 00" West a distance of 3900.00 feet; thence South 00° 00' 00" West a distance of 16894.69 feet; thence South 89° 52' 01" West a distance of 503.16 feet to a point on

the east line of Section 35, Township 2 South, Range 65 West; thence South  $89^{\circ} 49' 08''$  West a distance of 5285.89 feet to a point on the west line of said Section 35; thence South  $00^{\circ} 18' 15''$  East a distance of 30.00 feet to the southwest corner of said Section 35 and the northeast corner of Section 3, Township 3 South, Range 65 West; thence South  $00^{\circ} 35' 30''$  East a distance of 1597.51 feet; thence South  $90^{\circ} 00' 00''$  West a distance of 4227.64 feet; thence South  $00^{\circ} 00' 00''$  West a distance of 3500.00 feet; thence South  $90^{\circ} 00' 00''$  West a distance of 3000.00 feet; thence North  $00^{\circ} 00' 00''$  East a distance of 3540.00 feet; thence South  $90^{\circ} 00' 00''$  West a distance of 27096.07 feet; thence South  $00^{\circ} 10' 56''$  West a distance of 3856.92 feet to the south quarter corner of Section 3 and the north quarter corner of Section 10, Township 3 South, Range 65 West; thence South  $00^{\circ} 22' 11''$  East a distance of 5291.94 feet to the south quarter corner of said Section 10 and the north quarter corner of Section 15, Township 3 South, Range 65 West said point also being 56th Avenue; thence east along 56th Avenue to Piccadilly Road; thence south along Piccadilly Road to the southeast corner of Section 23, Township 3 South Range 66 West; thence west along the south line of Section 23 to the southwest corner of said Section 23 and the southeast corner of Section 22, Township 3 South, Range 66 West; thence west along the south line of Section 22 to a point 1000 feet west of the south quarter corner of Section 22; thence north 900 feet more or less; thence west to Tower Road; thence north along the line of Tower Road to the east quarter corner of Section 21, Township 3 South, Range 66 West; thence west along the east-west centerline of Section 21 to the center of Section 21; thence south along the north-south centerline of Section 21 to the south sixteenth line of Section 21; thence west along the south sixteenth line of Section 21, the south sixteenth line of Section 20 and the south sixteenth line of Section 19, Township 3 South, Range 66 West to the east line of Section 24, Township 3 South, Range 67 West; thence south along the east line of Section 24 to the southeast corner of Section 24; thence west along the south line of Section 24 to Wheeling Street; thence

south along the line of Wheeling Street to the line of 37th Avenue; thence westerly and northerly to the north quarter corner of Section 26 Township 3 South, Range 67 West; thence south along the north-south centerline of Section 26 to the line of Sand Creek; thence southeasterly along the line of Sand Creek to the line of Paris Street; thence South along the line of Paris Street to the line of 26th Avenue; thence west along the line of 26th Avenue to the line of Boston Street; thence south along the line of Boston Street to the line of Montview Boulevard; thence west along the line of Montview Boulevard to the line of Yosemite Street; thence south along the line of Yosemite Street to the line of 6th Avenue; thence east along the line of 6th Avenue to the line of Dayton Street; thence south along the line of Dayton Street to the line of 1st Avenue; thence east along the line of 1st Avenue to the line of Galena Street; thence south along the line of Galena Street to the line of Alameda Avenue; thence easterly along the line of Alameda Avenue to the line of South Havana Street; thence south along the line of South Havana Street to the southeasterly line of the High Line Canal; thence southwesterly along the southern boundary of the High Line Canal to the line of South Fulton Street; thence south along the line of South Fulton Street a distance of 820 feet more or less; thence east to the east line of South Geneva Street; thence north along the east line of South Geneva Street a distance of 650 feet more or less; thence east a distance of 300 feet; thence south a distance of 330 feet; thence east to the line of South Havana Street; thence south along the line of South Havana Street to the line of Mississippi Avenue; thence west along the line of Mississippi Avenue to the line of South Dayton Street; thence south along the line of South Dayton Street to the line of South Parker Road; thence southeasterly along the line of South Parker Road to the line of South Havana Street; thence south along the line of South Havana Street to the line of Dartmouth Avenue; thence east along the line of Dartmouth Avenue to the line of South Parker Road; thence southeasterly along the line of South Parker Road to the east boundary of Regent Plaza Second

Amended and a point on the boundary of the limits of the City and County of Denver; thence south along the boundary of the City and County of Denver a distance of 440 feet more or less; thence east continuing along said boundary a distance of 25 feet more or less; thence south continuing along said boundary a distance of 280 feet more or less; thence east continuing along said boundary to the line of Interstate 225; thence southwesterly along the line of Interstate 225 to the extended line of South Dayton Street; thence south along the extended line of South Dayton Street to the northwestern boundary of Cherry Creek Reservoir and Recreation area; thence southwesterly and southerly along the boundary of Cherry Creek Reservoir and Recreation area to the line of South Peoria Street extended; thence south along said line of South Peoria Street extended and the line of South Peoria Street to the east quarter corner of Section 23, Township 5 South, Range 67 West; thence west along the east-west centerline of Section 23 to the west center sixteenth corner of Section 23; thence south along the west sixteenth line of Section 23 to the south line of Section 23; thence east along the south line of Section 23 to the south quarter corner of Section 23 and the north quarter corner of Section 26, Township 5 South, Range 67 West; thence south along the north-south center line of Section 26 to the center of Section 26; thence east along the east-west centerline of said Section 26, a distance of 988.75 feet; thence south, parallel with the north-south centerline of Section 26, a distance of 1975 feet; thence west, a distance of 328.75 feet; thence south, 202.00 feet; thence west, 660.00 feet to the north-south centerline of Section 26; thence north, along the north-south centerline of Section 26, to the center of Section 26; thence west along the east-west centerline of Section 26 to the west sixteenth line of Section 26; thence north along the west sixteenth line of Section 26 to the line of Arapahoe Road; thence west along the line of Arapahoe Road to the line of South Havana Street; thence south along the line of South Havana Street to the line of Dry Creek Road; thence west along the line of Dry Creek Road to the easterly boundary of Interstate Highway 25;

thence southerly along the easterly boundary of Interstate Highway 25 to the south line of Section 15, Township 6 South, Range 67 West; thence west along the south line of Section 15 to the southwest corner of Section 15; and the southeast corner of Section 16, Township 6 South, Range 67 West; thence west along the section line of Section 16 and Section 21 a distance of 1320 feet; thence south to the east-west centerline of Section 21, Township 6 South, Range 67 West; thence west a distance of 1640 feet; thence north to the section line of Section 16 and Section 21; thence west along the south line of Section 16 to the southwest corner of Section 16; thence north along the west line of Section 16, the west line of Section 9 and the west line of Section 4 to the east quarter corner of Section 5; thence west along the east-west centerline of said Section 5 to the southeasterly boundary of South Quebec Street; thence northeasterly along the southeasterly boundary of South Quebec Street to the west line of Section 4; thence north along the west line of said Section 4 to the line of County Line Road; thence west along the line of County Line Road to a point 3100 feet east of the line of South Santa Fe Drive; thence south to the north boundary of Colorado Highway 470; thence west along the north boundary of Colorado Highway 470 to the section line of Section 5 and Section 6, Township 6 South, Range 68 West; thence north along the west line of Section 5 to the southeast corner of Section 31, Township 5 South, Range 68 West; thence west along the south line of Section 31 to the southwest corner of Section 31; thence north along the west line of Section 31 to the north boundary of Colorado Highway 470; thence southwesterly along the north boundary of Colorado Highway 470 to the line of West Payne Avenue; thence west along the line of West Payne Avenue to the north-south centerline of Section 2 Township 6 South, Range 69 West; thence south along the north-south centerline of Section 2 to the line of West Sobey Avenue; thence west along the line of West Sobey Avenue to the line of South Carr Street; thence south along the line of South Carr Street to the line Deer Creek Canyon Road; thence westerly along the line of Deer Creek Canyon Road to its intersection with the

east line of Section 4, Township 6 South, Range 69 West; thence south along the east line of Section 4 to the southeast corner of said Section 4; thence west along the south line of Section 4 to the southwest corner of Section 4 and the southeast corner of Section 5, Township 6 South, Range 69 West; thence west along the south line of Section 5 to the east sixteenth corner of Section 5 and Section 8, Township 6 South, Range 69 West; thence south along the east sixteenth line to the northeast sixteenth corner of said Section 8; thence east along the north sixteenth line to the north sixteenth corner of Section 8 and Section 9, Township 6 South, Range 69 West; thence south along the east line of Section 8 to the northeast corner of Section 17; thence south along the east line of Section 17 a distance of 1314.90 feet; thence west a distance of 330.06 feet; thence south a distance of 1312.95 feet to a point on the east-west centerline of Section 17; thence west along the east-west centerline of Section 17 a distance of 2315.10 feet to the center quarter corner of Section 17; thence south along the north-south centerline of Section 17 a distance of 1937.78 feet; thence North 65° 25' 19" West a distance of 912.66 feet; thence North 30° 39' 49" West a distance of 3358.74 feet to a point on the west line of Section 17; thence North along the west line of Section 17, to the southeast corner of the northeast quarter of the northeast quarter (NE 1/4 NE 1/4) of Section 18; thence West, along the south line of the northeast quarter of the northeast quarter (NE 1/4 NE 1/4) to the southwest corner of the east half of the northeast quarter of the northeast quarter (E 1/2 NE 1/4 NE 1/4) of Section 18; thence North, along the west line of the east half of the northeast quarter of the northeast quarter (E 1/2 NE 1/4 NE 1/4) to the north line of Section 18; thence East, along the north line of Section 18, to a point 252.00 feet west of the northeast corner of Section 18; thence northwesterly to the center of Section 7; thence west along the east-west centerline of Section 7 to the west quarter corner of said Section 7; thence north along the west line of Section 7 to the north sixteenth corner of Section 7 and Section 12, Township 6 South, Range 70 West; thence west along the north sixteenth

line of Section 12 to the north center sixteenth corner of Section 12; thence north along the north-south centerline of Section 12 to the north quarter corner of said Section 12 and the south quarter corner of Section 1, Township 6 South, Range 70 West; thence west along the south line of Section 1 to the southwest corner of Section 1; thence north along the west line of Section 1 to the northwest corner of Section 1; thence east along the north line of Section 1 to the southwest corner of Section 36, Township 5 South, Range 70 West; thence north along the west line of Section 36 to the northwest corner of said Section 36 and the southeast corner of Section 26, Township 5 South, Range 70 West; thence west along the south line of Section 26 to the southwest corner of the southeast quarter of the southeast quarter (SE 1/4, SE 1/4) of Section 26; thence north along the east sixteenth line of Section 26, the east sixteenth line of Section 23, and the east sixteenth line of Section 14, Township 5 South, Range 70 West to the north line of U. S. Highway 285; thence easterly along the north line of U. S. Highway 285 to a point which is 1426.94 feet south and 759.64 feet east of the northwest corner of Section 4, Township 5 South, Range 69 West of the Sixth Principal Meridian; thence North 38° 26' 36" West, a distance of 436.90 feet to a point 480.52 feet east of the west line of said Section 4; thence northerly, 480.52 feet east of and parallel with said west line of Section 4, to the north boundary of West Hampden Avenue; thence west along the north line of Hampden Avenue to the west boundary of Bear Creek Ranchettes Filing Number 1 subdivision; thence north along the west boundary of Bear Creek Ranchettes Filing Number 1 and Runyan Bear Creek Ranchettes Filing Number 2 subdivisions to the line of Bear Creek; thence northwesterly along the line of Bear Creek to the west line of Section 33, Township 4 South, Range 69 West; thence north along the west line of Section 33 to the northerly boundary of Morrison Road (Colorado State Highway Number 8); thence westerly, along the northerly boundary of said Morrison Road to the northeast corner of Section 31; thence south, along the east line of said Section 31, to the control centerline of Morrison Road (State Highway Number 8); thence southwesterly,

along the control centerline of said Morrison Road, to the west line of Section 31; thence north, along the west line of Section 31 to a point that is 1,508 feet N of the SW corner of Section 31, thence South  $30^{\circ}26'42''$  West 128.71 feet; thence North 1,225 feet parallel to the west line of Section 31 to the north line of the  $SE \frac{1}{4}$  of Section 36; thence east along the said north line a distance of 83.77 feet to the west line of Section 31; thence north along the remainder of the west line of Section 31 and Section 30, to the southeast boundary of West Alameda Parkway; thence northeasterly, along the southeast boundary of said West Alameda Parkway, to the east sixteenth line of Section 19; thence north, along the east sixteenth line of Section 19, to north sixteenth line of Section 19; thence west, along the north sixteenth line of Section 19, to the north-south centerline of Section 19; thence north, along the north-south centerline of Section 19, to the southeast corner of the north half of the northeast quarter of the northwest quarter (N  $1/2$  NE  $1/4$  NW  $1/4$ ) of Section 19; thence west, along the south line of the north half of the northeast quarter of the northwest quarter (N  $1/2$  NE  $1/4$  NW  $1/4$ ) of Section 19, to the west sixteenth line of Section 19; thence south, along the west sixteenth line of Section 19, to the north sixteenth line of Section 19; thence west, along the north sixteenth line of Section 19, to the west line of Section 19; thence north, along the west line of Section 19 and Section 18, to the southeast corner of the north half of the north half of the northeast quarter (N  $1/2$  N  $1/2$  NE  $1/4$ ) of Section 13, Township 4 South, Range 70 West; thence west, along the south line of the north half of the north half of the northeast quarter (N  $1/2$  N  $1/2$  NE  $1/4$ ) to the north-south centerline of said Section 13; thence north, along the north-south center line of Section 13 and Section 12, to the northwest corner of the south half of the south half of the southeast quarter (S  $1/2$  S  $1/2$  SE  $1/4$ ) of said Section 12; thence east, along the north line of the south half of the south half of the southeast quarter (S  $1/2$  S  $1/2$  SE  $1/4$ ) of Section 12 to the east line of said Section 12; thence south, along the east line of Section 12 to the northwest corner of Section



18, Township 4 South, Range 69 West; thence east, along the north line of Section 18, to the southwest corner of Section 8, Township 4 South, Range 69 West; thence north along the west line of Section 8 to the northwest corner of said Section 8 and the southeast corner of Section 6, Township 4 South, Range 69 West; thence west along the south line of Section 6 to the west line of Coors Street; thence north along the west line of Coors Street and Coors Street extended a distance of 1643 feet more or less; thence east, a distance of 311.83 feet to the west line of Cole Street; thence north along the west line of Cole Street a distance of 165 feet; thence west a distance of 450 feet; thence north a distance of 165 feet; thence east a distance of 450 feet to the west line of Cole Street; thence north along the west line of Cole Street to the line of West 10th Avenue; thence west along the line of West 10th Avenue to the line of Hawthorne Road; thence northwesterly along the line of Hawthorne Road to the line of West Colfax Avenue; thence easterly along the line of West Colfax Avenue to the line of Whipporwill Drive; thence northerly along the line of Whipporwill Drive and Whipporwill Drive extended to the line of Lena Gulch; thence northeasterly along the line of Lena Gulch to a point 150 feet north of West 17th Avenue; thence east, 150 feet north of and parallel with West 17th Avenue to a point 200 feet west of Simms Street; thence north 200 feet west of and parallel to Simms Street to the line of West 20th Avenue; thence east along the line of West 20th Avenue to the line of Simms Street; thence north along the line of Simms Street to the line of the Agricultural Ditch; thence easterly along the line of the Agricultural Ditch to the line of Miller Street; thence north along the line of Miller Street to the line of West 24th Avenue; thence west along the line of West 24th Avenue to the line of Newcombe Street; thence north along the line of Newcombe Street to the line of West 26th Avenue; thence west along the line of West 26th Avenue to southwest corner of lot 1, block 8 Applewood Knolls 4th Filing; thence north and northwesterly along the western boundary of block 8, Applewood Knolls 4th Filing to the line of West 29th Place; thence west to east boundary

of Youngfield Park subdivision; thence south along the east boundary of Youngfield Park subdivision to the south line of said subdivision; thence west along the south line of said subdivision to the west line of said subdivision; thence north along the west line of said subdivision to the west line of Maple Grove Village Blocks 2 to 10 subdivision; thence north along the west line of said subdivision to the north line of Resubdivision of Maple Grove Village Block 1; thence west along the north line of said subdivision to the east boundary of Interstate Highway 70; thence north along the east boundary of Interstate Highway 70 to a point 620 feet north of the north line of Youngfield Plaza; thence west to the southwest corner of lot 25, Roxbury subdivision; thence north along the west line of lot 25, lot 26, lot 27 and lot 28 of Roxbury subdivision to the line of Clear Creek; thence west along the line of Clear Creek a distance of 300 feet; thence north a distance of 600 feet; thence east to the east boundary of Interstate Highway 70; thence northeasterly along the east boundary of Interstate Highway 70 to the line of Ward Road; thence north along the line of Ward Road to the north boundary of Interstate Highway 70; thence southwesterly along the north boundary of Interstate Highway 70 to a point 950 feet west of the west boundary of Ward Road; thence North  $89^{\circ} 43' 20''$  West, a distance of 420.00 feet; thence South  $00^{\circ} 05' 46''$  East, a distance of 180.00 feet more or less to the north boundary of West 44<sup>th</sup> Avenue; thence North  $89^{\circ} 43' 20''$  West, along the north line of West 44<sup>th</sup> Avenue, a distance of 530.82 feet to a point of curve; thence along the arc of a curve to left having a radius of 1452.50 feet and a central angle of  $13^{\circ} 00' 00''$  a distance of 329.56 feet; thence South  $77^{\circ} 16' 40''$  West, a distance of 3340 feet to a point 25 feet east of the west line of of the northeast quarter (NE  $\frac{1}{4}$ ) of Section 19 and the east line of Eldridge Street; thence North  $0^{\circ} 10' 00''$  West, along the said east line, a distance of 1885 feet to the south line of the Southern Pacific Railroad right-of-way; thence North  $69^{\circ} 57' 00''$  East, along said south line, a distance of 5400 feet; thence north to the northern boundary of the Colorado and Southern Rail Road

boundary; thence westerly along said boundary a distance of 1000 feet; thence west a distance of 360 feet; thence north to the north line of West 52nd Avenue; thence east along the north line of West 52nd Avenue to the west boundary of the Arvada Energy Center; thence north along the west boundary of the Arvada Energy Center to the northwest corner of lot 4 of said center; thence east along the north line of said center to the line of **Simms St.**; **thence north along the line Simms St. thence north to 58<sup>th</sup> Avenue;** **thence east to the intersection of West 58th Avenue Oak Street;** thence south to a point along the extension of the north line of lot 4 of the Arvada Energy Center; **thence east along the said line to the extended line of Kipling Street;** thence south along the line of Kipling Street to the line of West 51st Place; thence east along the line of West 51st Place to the line of Independence Street; thence south along the line of Independence Street to the line of West 51st Avenue; thence northeasterly along the line of West 51st Avenue to the line of West 52nd Avenue; thence east along the line of West 52nd Avenue to the line of Carr Street; thence south, along the line of Carr Street to the line of Interstate Highway Number 70; thence easterly, along the line of Interstate Highway Number 70 to the line of Wadsworth Boulevard; thence south, along the line of Wadsworth Boulevard to line of Clear Creek; thence northeasterly along the line of Clear Creek to the line of Marshall Street; thence north along the line of Marshall Street to the center line of Interstate Highway 76; thence northeasterly along the centerline of Interstate Highway 76 to the line of West 52nd Avenue; thence east along the line of West 52nd Avenue to the line of Sheridan Boulevard; thence north along the line of Sheridan Boulevard to the line of West 64th Avenue; thence east along the line of West 64th Avenue to the line of Tennyson Street; thence north along the line of Tennyson Street to the east-west centerline of Section 6, Township 2 South, Range 68 West; thence east along the east-west centerline of Section 6 to the line of Lowell Boulevard; thence north along the line of Lowell Boulevard a distance of 600 feet; thence west a distance of 900 feet; thence north a distance of 400

feet; thence east to the line of Lowell Boulevard; thence north along the line of Lowell Boulevard to the line of West 72nd Avenue; thence east along the line of West 72nd Avenue to the line of Federal Boulevard; thence north along the line of Federal Boulevard to the line of West 80th Avenue; thence east along the line of West 80th a distance of 600 feet more or less; thence north a distance of 300 feet more or less; thence east a distance of 500 feet more or less; thence south a distance of 300 feet more or less to the line of West 80th Avenue; thence east along the line of West 80th Avenue a distance of 600 feet more or less; thence north a distance of 1400 feet more or less; thence east to the line of Zuni Street; thence south along the line of Zuni Street to the line of Sherrylwood Drive; thence east along the line of Sherrylwood Drive to the line of Umatilla Street; thence south along the line of Umatilla Street to the line of West 80th Avenue; thence east along the line of West 80th Avenue to the line of Pecos Street; thence south along the line of Pecos Street to the line of Elmwood Lane; thence east along the line of Elmwood Lane to the line of Navajo Street; thence south along the line of Navajo Street to the line of Lipan Drive; thence easterly and southeasterly along the line of Lipan Drive to the line of El Paso Boulevard; thence southwesterly along the line of El Paso Boulevard to the line of Hilltop Circle; thence southeasterly along the line of Hilltop Circle to the line of Del Norte Street; thence east along the line of Del Norte Street to the line of Bronco Road; thence south along the line of Bronco Road and the extended line of Bronco Road to the northern boundary of U. S. Highway 36 (Boulder Turnpike); thence easterly along the northern boundary of U. S. Highway 36 to the line of Interstate Highway 25; thence north along the line of Interstate Highway 25 to the line of 80th Avenue; thence east along the line of 80th Avenue a distance of 650 feet more or less; thence north a distance of 800 feet more or less; thence east to the line of Washington Street; thence north along the line of Washington Street to the line of 84th Avenue; thence west along the line of 84th Avenue to the line of Pearl Street; thence north along the line of Pearl Street to

the line of 85th Avenue; thence east along the line of 85th Avenue to the line of Washington Street; thence north to the point of beginning.

**PLUS** the southhalf (S 1/2) and the southhalf of the southwest quarter of the northwest quarter (S 1/4 SW 1/4 NW 1/4) of Section 11, Township 5 South, Range 67 West.

**PLUS** the northhalf of the northeast quarter of the northeast quarter (N 1/2 NE 1/4 NE 1/4) of Section 10, Township 5 South, Range 67 West.

**PLUS** the southwest quarter of the southeast quarter (SW 1/4 SE 1/4) of Section 3, Township 5 South, Range 67 West.

**PLUS** those areas in the Chattfield Lake State Park area currently being served.

**PLUS** those areas in the Cherry Creek Lake State Park area currently being served.

**PLUS** that portion of Section 6, Township 6 South, Range 68 West being west of South Santa Fe Drive and north of the Chatfield Lake State Park.

**PLUS** those two portions of the southeast quarter (SE 1/4) of Section 32, Township 4 South, Range 69 West that serves the club house facility and maintenance facility of the Fox Hollow Golf Course as of June 27, 1995 and currently being served by the Bear Creek Water and Sanitation District.

**PLUS** a parcel of land situated in Township 6 South, Range 69 West being more particularly described as follows:

Section 15 - The south half of the south half (S 1/2 S 1/2), except that portion as recorded in the office of

the Clerk and Recorder of Jefferson County on June 20, 1969 in Book 2112 at Pages 29-38.

Section 16 - The south half (S 1/2).

Section 17 - The southeast quarter (SE 1/4) and the east half of the east half of the southeast quarter of the northeast quarter (E 1/2 E 1/2 SE 1/4 NE 1/4).

Section 19 - The northeast quarter (NE 1/4) and the southeast quarter of the southeast quarter (SE 1/4 SE 1/4).

Section 20 - All, except the northwest quarter of the southwest quarter (NW 1/4 SW 1/4).

Section 21 - All.

Section 22 - All, except the east half of the east half of the northeast quarter of the northeast quarter of the northeast quarter (E 1/2 E 1/2 NE 1/4 NE 1/4 NE 1/4).

Section 27 - All, except those portions as recorded in the office of the Clerk and Recorder of Jefferson County on August 26, 1937 in Book 389 at Page 284; September 10, 1969 in Book 2131 at Pages 288-289; March 26, 1976 in Book 2833 at Pages 135-137 and June 20, 1969 in Book 2112 at Pages 29-38.

Section 28 - All.

Section 29 - All.

Section 30 - The east half of the east half (E 1/2 E 1/2), the southwest quarter of the northeast quarter (SW 1/4 NE 1/4), and the southeast quarter of the northwest quarter (SE 1/4 NW 1/4).

Section 31 - The east half of the northeast quarter (E 1/2 NE 1/4) and the north half of southeast quarter (N 1/2 SE 1/4).

Exhibit "B"

Contract Service Area Boundaries

Southwest Metropolitan Water and Sanitation District

(To be prepared)

# Exhibit "C"

## Rate Schedule No. 3 - Outside City (Read and Bill) For Bills Dated On or After September 7, 2004

### A. Potable Water Consumption Charges:

#### Single Family Residential Customers:

	Monthly Usage Gallons	Bimonthly Usage Gallons	Rate per 1,000 Gallons
Block 1	0 - 11,000	0 - 22,000	\$2.08
Block 2	12,000 - 30,000	23,000 - 60,000	\$2.50
Block 3	Over 30,000	Over 60,000	\$3.12

#### Small Multi-Family Customers (Duplexes through Five-plexes with a single meter):

Block 1	0 - 15,000	0 - 30,000	\$1.89
Block 2	Over 30,000	Over 30,000	\$2.27

Monthly usage amount increases by 6,000 gallons and bimonthly usage amount increases by 12,000 gallons per additional dwelling unit up to five (5) dwelling units.

#### All Other Customers:

Winter	\$1.84
Summer	\$2.21

Winter billings include the 1<sup>st</sup>, 2<sup>nd</sup>, and 6<sup>th</sup> bills for bimonthly customers during a calendar year. For monthly customers, the winter billing period includes bills 1 - 4 and bills 11 - 12 during a calendar year. Summer billings include 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> bills for bimonthly customers during a calendar year. For monthly customers, the summer billing period includes bills 5 - 10 during a calendar year.

### B. Service Charge for all Customers:

Meter Size	Monthly	Bimonthly
3/4 Inch	\$4.26	\$8.51
1 Inch	\$7.30	\$14.60
1 1/2 Inch	\$16.09	\$32.19
2 Inch	\$26.00	\$52.01
3 Inch	\$42.60	\$85.20
4 Inch	\$62.71	\$125.41
6 Inch	\$125.32	\$250.64
8 Inch	\$161.52	\$323.03
10 Inch	\$206.34	\$412.69
12 Inch and Above	\$291.77	\$583.53

### C. Private Fire Protection Charges

	Monthly	Bimonthly
Fire Hydrant	\$5.63	\$11.25
Sprinkler Systems and Standpipes		
1 Inch	\$1.53	\$3.06
2 Inch	\$2.55	\$5.10
4 Inch	\$3.94	\$7.88
6 Inch	\$5.63	\$11.25
8 Inch	\$9.85	\$19.69
10 Inch	\$14.07	\$28.13
12 Inch	\$22.50	\$45.01
16 Inch	\$56.26	\$112.52

**Applicability:** All licensees for water use outside the limits of the City and County of Denver served under agreements whereby the Distributor in some manner operates and maintains portions of the water system used to supply the licensee and the Board of Water Commissioners is responsible for billing each licensee on an individual basis.

**Payment:** Rates for potable water service under this schedule are net. Bills are due and payable to Denver Water upon issuance. Bimonthly bills are delinquent 30 days after the billing date. Monthly bills are delinquent 25 days after the billing date. Late Charges will be assessed per Denver Water policy.

**Rates:** Charges for potable water service consist of a consumption charge and a service charge. The consumption charge is based upon the amount of water delivered during the billing period. The service charge applies to all accounts that are "on" at any time during the billing period.

Board of Water Commissioners  
City and County of Denver  
1600 W. 12th Avenue  
Denver, CO 80204



# Exhibit "D"

## Rate Schedule No. 6 – System Development Charges Effective January 31, 2005

**Applicability:** Licenses for ¾ inch single family residential taps within the City and County of Denver and Denver Water Service Areas, including special contracts. System Development Charges are due and payable prior to issuance of a license to the customer.

	Treated Water	
	Inside Denver	Outside Denver
Base charge per residence	\$1,650	\$2,300
Charge per square foot of gross lot size	0.37	0.52

**Applicability:** Licenses for multifamily residential taps within the city and County of Denver and Denver Water Service Areas, including special contracts. System Development Charges are due and payable prior to issuance of a license to the customer.

	Treated Water	
	Inside Denver	Outside Denver
Base charge for duplex or first two household units (served through a single tap)	\$6,200	\$8,700
Charge for each additional household unit above two (served through a single tap)	1,350	1,900

**Applicability:** Licenses for all other taps within the City and County of Denver and Denver Water Service Areas, including special contracts.\* System Development charges are due and payable prior to issuance of a license to the customer.

Tap Size (\$/Tap)	Treated Water		Non-Potable Water	
	Inside Denver	Outside Denver	Inside Denver	Outside Denver
¾	\$4,600	\$6,450	\$2,900	\$4,050
1	13,800	19,350	8,700	12,150
1 ½	27,600	38,700	23,200	32,400
2	41,450	58,050	37,700	52,650
3	101,200	141,900	63,800	89,100
4	179,400	251,550	95,700	133,650
6	308,200	432,150	197,200	275,400
8	414,000	580,500	255,200	356,400
10	524,400	735,300	327,700	457,650
12	639,400	896,550	466,900	652,050

**Applicability:** Special contracts for fixed volumes of water rather than licenses sold on a per tap basis.

Acre Foot Conversion (\$/AF)	Treated Water		Non-Potable Water	
	Inside Denver	Outside Denver	Inside Denver	Outside Denver
Inside Combined Service Area	\$10,050	\$14,050	\$6,285	\$8,800
Outside Combined Service Area		14,675		9,200

\*NOTE: There are several distributor contracts and water service agreements that contain negotiated tap ratio conversions per acre foot and some agreements that contain negotiated, and in some cases, prepaid system development charges. These contracts will continue to be administered utilizing the SDC calculations and/or tap ratio conversions specified in each of these contracts. Tap credit pools shall continue to be administered in a manner consistent with the applicable water service agreement and Operating Rules.

Board of Water Commissioners  
City and County of Denver  
1600 W. 12th Avenue  
Denver, CO 80204

SEWER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 1983, by and between the CITY OF LITTLETON, COLORADO, a Home Rule City, hereinafter referred to as "City", and the SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT, Arapahoe, Jefferson and Douglas Counties, Colorado, a quasi-municipal corporation of the State of Colorado, hereinafter referred to as "District".

WITNESSETH:

THAT, WHEREAS, the City and the City of Englewood, Colorado, now own, maintain, and operate a regional sewage disposal plant capable of treating the sanitary sewage generated by the District and currently providing sanitary sewer service to the District by contract dated April 12, 1979; that said contract is valid and binding upon the parties hereto; and

WHEREAS, the passage of time and changes of conditions dictate the mutuality of benefit in voiding the existing contract and executing a new contract which recognizes the said change of conditions; and

WHEREAS, it is the desire of the parties to enter into a sanitary sewer service contract incorporating therein all matters of agreement between them whereby the City agrees to receive and to process and dispose of the sewage from the District's sanitary sewer collection system into the disposal system of the City.

NOW, THEREFORE, in consideration of their mutual covenants, the performance of terms and conditions hereinafter set forth, the sewage treatment facility expansion to be undertaken by the Cities, and further good and valuable consideration, the sufficiency of which is conclusively presumed adequate by the parties hereto by the execution of this Agreement, it is mutually agreed as follows:

I.

AUTHORITY TO CONTRACT

1.1 This Agreement is made in conformity with and pursuant to the provisions of the Charter of the City of Littleton, adopted at General City Election of July 28, 1959, which controls the sale of sanitary sewer services outside the City.

1.2 This contract pertains to the use of the regional sewage disposal plant owned by the City and also by the City of Englewood, Colorado, by persons and property located outside the City Limits of said cities, but within the present boundaries of the District, and provides a service area for anticipated future sanitary sewer service by the District upon enlargement of the District's geographical boundaries.

1.3 This contract is made by the District in accordance with powers granted to it by the statutes of the State of Colorado.

1.4 Specifically, this contract is in the public interest and in the furtherance of the protection of the public health and safety of the Littleton community and is being executed and performance covenanted between the City and the District pursuant to and in conformity with Article XIV, Section 18 of the Constitution of the State of Colorado and 1973, C.R.S. 29-1-201 (Intergovernmental Relations - Cooperative Contracts), and the achievement of said purpose or purposes is to be liberally construed.

1.5 Each party hereto covenants, avers and currently agrees that the other party hereto is not a public utility as defined by 1973, C.R.S. 40-1-103, et seq., and that the execution and performance hereof does not alter or change said negative covenant, averment and agreement of the parties. This undertaking and the performance by the parties hereto of the covenants herein contained are to be construed in furtherance of local governments effectively using, in the most

efficient manner, their powers and responsibility by cooperative agreement as defined by Article XIV, Section 18 of the Colorado Constitution and 1973, C.R.S. 29-1-201, et seq.

## II.

### POINT OF CONNECTION

2.1. The District will connect its main sanitary sewer trunk line(s) from within the District at the following designated point(s):

Belleview Avenue, approximately 300 feet west of Santa Fe Drive;

and as shown on "as built" drawings in possession of the City and the District or at such other agreed points of connection.

2.2. The sewage to be delivered by the District to said point of connection shall be sewage with a 5-day B.O.D. strength of less than 300 Mg. per liter. Excessive amounts of water caused by infiltration of water into the sewer lines of the District, or resulting from any other causes, shall not be permitted. (Excessive infiltration shall be the standard set forth by the State Department of Health or shall not be greater than 200 gallons per 24-hour day per inch of diameter of pipe per mile, whichever is more restrictive. Drainage from storm sewers, French drains or other similar structures shall not be introduced into the sanitary sewer lines of the District or of the City by the District. The City standards, ordinances and regulations including, but not limited to, City ordinances relating to the pretreatment of industrial sewage (as the term "industrial sewage" is defined in said ordinances), shall be applicable to the District and its users and to the City and its users on a uniform basis, without preference. The District shall be notified in advance of any amendment or updating of said standards, ordinances or regulations in order that the District may offer such comment as it desires prior to such amendment or update being effected.

### III.

#### INFILTRATION STANDARDS, NOTICE, CHARGE

3.1. The flow rates and infiltration in lines of the District shall not exceed accepted engineering practice and usage. General City guidelines relative to acceptable infiltration in new construction based upon the current state of the art shall be as follows: Infiltration shall not exceed standards set by the State Department of Health or 200 gallons per 24-hour day per inch of diameter per mile whichever standard is more restrictive. It is understood by the parties to this contract that City standards may change and become more stringent with the passage of time, and shall be applicable to the parties hereto and to all District contractees and users. The City and District shall be bound equally by any standards, regulations or modifications thereof.

3.2. It is agreed that if the infiltration into the sanitary sewer lines of the District exceeds the standards as set forth in Articles II and III above, the City shall give the District notice in writing directed to the address as hereinafter shown. In the event that the District has not proceeded with corrective work within ninety (90) days from the date of said notice, the City shall have the prerogative of surcharging the District for the infiltration occurring in excess of that allowed pursuant to the standard set forth in Section 3.1 above, said surcharge to be determined by converting said excess infiltration to single family equivalents and then multiplying the resulting number of single family equivalents by the then current sewer service charges in effect and provided that said surcharge shall continue until corrective work has been successfully completed. When so charged, the District shall make payment within sixty (60) days from the date of

billing. In addition to the above remedy, in the event the District has not proceeded with said curative work within ninety (90) days from the date of said notice, the City may, at its discretion, perform or have performed on the lines of the District necessary work to eliminate or restrict the infiltration, and in such case, the City shall bill the District for the cost of the said work so performed, and the District shall make payment within sixty (60) days from the date of Billing. In the event the City must resort to legal action and prevail against the District to collect said amount, the District shall also be liable for the City's attorney's fees and costs associated with said legal action, together with interest on said amount calculated at the rate of one (1%) per cent per month on the unpaid balance from the date of Billing.

Excessive infiltration from District or City mains is to be governed by the above criteria and penalties.

#### IV.

##### ACCEPTANCE AND TREATMENT

4.1 Subject to the conditions set forth below, the City shall accept sewage from the District for transportation and treatment at the point(s) of connection referred to in paragraph 2.1 above, and shall transport and treat, or cause to be treated, and shall dispose, or cause to be disposed of, all sewage that may be delivered to it by the District from the collection and transmission sewer lines of the District in accordance with the terms of this Agreement.

4.2 Other provisions of this contract notwithstanding, this contract shall, at all times, be subject to the requirements of Section 110 of the Charter of the City of Littleton. Both parties to this Agreement recognize that sewer service to the Littleton area is dependent upon natural forces and technological limitations which may be beyond the control of the City. No liability shall attach to the City hereunder on account of any failure to adequately anticipate the availability of sewer service or because of an actual sewer service failure due to an occurrence beyond the reasonable control of the City. The City agrees to provide adequate facilities to the sewer service users.

within this District based upon historical experience insofar as reasonably possible, and further, that it will exercise its best efforts to provide for the future sewer service needs of the District and the City. The City agrees that it will not obligate itself for furnishing a greater amount of service than it can reasonably foresee will be available, and accordingly, will periodically evaluate present and future capacity requirements of the City and the Districts that contract with the City for sewer service in order to adequately plan for and meet such requirements, and further, to advise said Districts of any plans for meeting future capacity requirements in a timely manner so as to allow the Districts adequate time to comment on said plans. If conditions develop such that it becomes apparent to the City that all areas outside Littleton for which sewer service has been committed cannot be supplied adequately pursuant to this and similar contracts, the City reserves the right, in order to protect the existing sewer service users, to discontinue or to allocate the granting of further taps hereunder; provided, however, that the City shall be obligated to exercise this right for discontinuance or allocation both within the City and the District as to inside or outside City sewer taps in a fair and equitable manner in accordance with Section 110 of the Charter of the City of Littleton and the concept that the sewage treatment facility is regional in nature.

V.

ENGINEERING AND INSPECTION

5.1 The District, so far as possible, will locate the sewer collection lines of the District in dedicated roadways and shall furnish to the City's Director of Public Services for his approval prior to construction, detailed plans and specifications for all sewer collection lines and laterals or other lines to be constructed and installed by the District. If the State Board of Health so elects, it shall also have the right to approve such plans before construction commences. Said approval of the City's Director of Public Services shall be in writing, and shall be so indicated on the working drawings. Such plans and specifications shall meet the criteria of the

City Engineer's office, applicable to all parties hereto. The City shall be advised at least 24 hours in advance of the start of any construction and after completion of the above requirements.

5.2 All sanitary sewer system construction undertaken by the District may be inspected by the City. All construction of sewer facilities within the District shall be under the control of the District's engineer. The standard costs of testing, inspection and supervision of the construction shall be borne by the District, or the person, firm, or corporation responsible for the installation or extension of any main sewer lines or laterals, and all applicable standards for the protection of public health and public safety shall be met. The District shall notify the City of need for inspection of new construction, and City shall inspect within 24 hours of such notification or shall be deemed to have waived the right to inspect the new construction. Extensions of mains shall be constructed in all cases to a point 15 feet beyond the nearest property line of the last dwelling site to be served. All inspection fees of said construction by the City of sewer laterals, mains, or extensions thereof (excluding service lines) shall be paid on the basis of fees determined by ordinance of the City and being applicable to all similar inspections.

It is the obligation of the District to inspect all construction and to accomplish same substantially in accordance with the plans and specifications of the City.

5.3 The District shall file a reproducible copy of sewer line construction plans with the City's Director of Public Services showing the "as constructed" locations of all lateral and main sewer lines, manholes and other appurtenances within thirty (30) days after acceptance of said sewer lines or facilities by the District.

5.4 The District shall file annually with the City's Director of Public Services a current map of its boundaries.



## VI.

### RULES AND REGULATIONS

6.1 All connections made to the sewer lines of the District, and use thereof, shall be made in full compliance with the rules and regulations and ordinances now in force or hereafter enacted by the City of Littleton controlling the use of, the discharge of wastes into, and connections of private sewers with the main or lateral sanitary sewer lines of the City; and said sewer connections and the use of said lines shall be in full compliance with rules and regulations of the District, the State Board of Public Health and the applicable codes and ordinances of the City of Littleton, which rules and regulations will be equally enforced by the City and District.

6.2 The rules, regulations and standards of construction of the District shall be at least as stringent as those of the City.

## VII.

### LINE SIZE

7.1 The sizes of sewer lines and mains to be installed by the District shall be as required by the District. If the City requires the District, or any customer of the District extending a sewer line in the District, to install the line of greater capacity than is reasonably necessary to serve the District, the City shall bear such portion of the additional cost of said larger sewer line. The opinion of the City's Director of Public Services, based on accepted engineering practice and usage in the industry, as to line size required, shall be final and binding on both parties.

## VIII.

### REQUIREMENT TO CONNECT

8.1 The City may require the District, for health and sanitary purposes, upon twenty (20) days' written notice directed to the District, to exercise its statutory authority (C.R.S. 1973, as amended, 32-1-1006) to compel the owners of inhabited property within said District to connect their property with the sewer system of the District, and upon a failure so to connect within twenty (20) days after written notice by

the District so to do, the District may cause such connection to be made; provided, however, such owners shall not be compelled to install more than four hundred (400) feet of sewer pipe to the owner's dwelling place.

IX.

EASEMENTS

9.1 The City of Littleton agrees to grant and convey, without charge, such necessary and City-approved rights-of-way and easements through, over and across any streets, roads or alleys or other property owned or controlled by the City, for the use of the District, in installing, connecting and laying sanitary sewer facilities within the described service area of the District, with the right of ingress, egress, and regress for the purpose of installing, repairing, enlarging and replacing the said facilities upon such terms and conditions (other than charges for said rights) as the City shall deem necessary; provided, however, that the said District shall so locate its sewer and lateral transmission lines in a location approved by the City's Director of Public Services and pursuant to his approval. In the event it is necessary for the District to make cuts into existing streets, the District agrees to comply with the ordinances and regulations of the City of Littleton as then existing controlling such street cuts, pavement replacement and similar activities. The City shall provide to the District documentation for said easements as necessary.

X.

TAP CHARGES

10.1 For the right and privilege of connecting a sewer service line to the lines or the mains of the District which ultimately transmit to the City of Littleton, and before said connection shall be made, a permit shall be obtained from the City. If Option I, specified in Section 11.2 herein, has been selected, the owner of the property desiring to connect said property shall obtain the permit. If Option 2, specified in Section 11.3 herein, has been selected, the District shall obtain the aforesaid permit for the owner. No permit shall be issued by the City in absence of either an appropriately executed permit for said connection from the District and a

building permit issued by the appropriate local government having jurisdiction over construction on the property requesting connection. The applicant shall pay to the City the sewage connection charge (tap fee) therefor as fixed by ordinance of the City of Littleton, or any amendment or change therein as may be hereafter enacted and which is applicable to all other similar sewer connections outside of the City limits of the City of Littleton.

This Agreement is being executed after extended negotiations by the City and the District. Said negotiations recognize the investment of the City and the District in regard to capital contribution and the regional concept of the sewage treatment facility. It is the agreement of the parties that a minimal differential of tap fees or service charges within the City with those of users outside of the City is the ultimate objective of the parties.

10.2 Passage of time may require an adjustment in the sewer tap fees to be charged by the City.

## XI.

### SERVICE CHARGE

11.1 The City shall charge and receive a periodic fee for sanitary sewer services furnished to the District or its users. Said charge or fee shall be as adjusted, amended or changed, by City ordinance, from time to time as necessary. The method of effectuating the charge and payment of said fee shall generally be according to one of the options as specified in paragraphs 11.2 or 11.3, herein, as requested by the District and agreed to by the City, said option to be selected at the time of execution of this agreement and appropriately noted as hereafter provided on the signature page. The City shall have the power to enforce collection of unpaid sanitary sewer charges of any of the users connected to the District's lines as the City may so determine.

11.2 Option I. The City shall bill all District users directly and all such users shall pay said charges directly to the City.

11.3 Option II. The District will pay, within thirty (30) days of Billing by the City, for all sanitary sewer services furnished to the District's users by the City at current charges, less 2½% thereof, which may be retained by the District for reimbursement of the cost of collection. The City shall have no direct responsibility for collection of bills from the sewer service users in the District service area. The District shall have the right to charge its various users an additional service charge as it shall determine.

11.4 In the event Option I, as defined under paragraph 11.2 hereof, is employed for the collection of sewer service charges, failure of the users located within the District service area to pay to the City the sewer service charges shall in no way be considered a default by the District of this contract; however, the District shall exert its best efforts to bring about payment of such charges, and in the event the District does not cooperate, this may be considered a default in the terms of this contract.

11.5 In the event Option II, as defined under paragraph 11.3 hereof, is selected for the collection of sewer service charges, failure of the District to pay the City sewer service charges incurred by the District due to the provision of sewer service charges to users located within the District sewer service area, shall be considered a default by the District of this contract.

11.6 Notwithstanding any provision of this article to the contrary, the passage of time, funding requirements or changed conditions may mandate that a different method of the charging and collection of sewer service charges be utilized. In such cases, the City shall seek the input of the District as to any concerns, suggestions or desires it may have as to proposed

changes in methods of charging and collection of sewer service charges, prior to any such change being effectuated. Any such change, after the date upon which this agreement becomes effective, may be accomplished either by City ordinance or by mutual agreement of the City and the District. Such change, which by way of example and not of limitation, may involve the application of a method of metering the total sewer service requirement of the District and shall be done only in a manner which will provide that ample and adequate time be allowed for both the City and the District to accomplish said change and related changes in billing and administrative procedure and policies as necessary. In any case, if the District has selected payment Option 2, as specified in Section 11.3 above, there shall be no change in the method of billing and payment, although the amounts so billed and paid may change.

11.7 While the passage of time may require adjustments in the sewer service charges or fees of the City to the District, or of the City to the users within the District, any such adjustments for sewer service charges by the City shall be applied uniformly to all districts being served by the City.

11.8 It is agreed that should the City annex any lands within the District, that sewer service charges imposed by the City for said annexed lands shall be at the same rate as would be charged all other City residents, provided, however, that the District shall not be prohibited from surcharging such lands for expenses such as administration, line maintenance and debt service, etc., associated with District lines which may continue to be used for the purpose of sewage transmission from such annexed lands, as may be allowed by law.

## XII.

### SERVICE AREA

12.1 The District's sewer service area shall encompass the real property described in Exhibit "A", which is attached hereto and incorporated herein by this reference.

12.2 The District proposes the service area as described in Exhibit "A", in order to provide for proper growth and development. All of the District's sewer outfalls which have

been and which are now being constructed within the area are designed to provide "drainage basin capabilities".

12.3 For planning purposes only, the above-described sewer service area shall not exceed 29,750 single family, or equivalent, sanitary sewer taps when fully developed. The District estimates new sewer tap requirements through the year 1999 at the approximate rate of 800 additional sanitary sewer, or equivalent sewer taps, per calendar year. It is agreed that the District shall not be required to actually acquire all of the taps so estimated.

12.4 The District's service area may from time to time be reduced by exclusion of land now within the District, or enlarged by inclusion of additional properties. The City shall not be required to provide sanitary sewer services for any such additional properties unless the inclusion of such properties in the District has been approved by City Council; and after due consideration to the requirements of Section 110 of the Littleton City Charter. Exclusion of properties from the District for which the City provides sanitary sewer services shall not be permitted, except if agreed to in writing signed by the President of City Council.

12.5 During the term of this agreement, neither the District nor any properties within the District shall be provided with sewage treatment services by any sewage treatment facility other than that facility owned and operated by the Cities of Littleton and Englewood, unless the provision of such services has been agreed to in advance and in writing by the City or the City is unable to serve the District.

#### XIII.

##### POLICING OF LINES AND TAPS

13.1 The District agrees to police any and all of its sanitary sewer collection facilities in order to detect and prevent any unauthorized connections thereto. Further, the District agrees upon detection, to cause to be disconnected any unauthorized sewer taps, the owners of which upon demand refuse to fulfill the requirements for an unauthorized tap.

13.2 The City may, if it so desires, at its own expense,

police and inspect the District's sanitary sewer facilities, and if it so discovers any unauthorized sanitary sewer taps located within the District, the District agrees, upon proper notification from the City, to forthwith effect a disconnection of said unauthorized tap or taps if the owners of which, upon demand, refuse to fulfill the requirements for an unauthorized tap. If it is determined that there are unauthorized sanitary sewer taps located within the District, then twice the applicable tap fee existing at the time of the discovery of any such taps shall be paid as liquidated damages. Further, all past uncollected service charges at the current rate shall also be paid.

13.3. In the event an unauthorized tap is discovered by either the District or the City, the City and the District shall cooperate and take all actions necessary to collect all tap fees, service charges and penalties set forth herein. In the event the making of the unauthorized tap or the failure to discover the same is as a result of the District's negligence, the District shall pay to the City all tap fees, service charges, and penalties as specified herein, and it shall then be incumbent on the District to achieve repaying of said amount from its user as it shall deem appropriate.

#### XIV.

##### CONTINUAL SERVICE

14.1. Subject to the requirements of Section 110 of the Littleton City Charter and Article IV above, the City agrees to use every reasonable means to furnish a continual sanitary sewer service to the District.

#### XV.

##### CONTRACT NOT ASSIGNABLE

15.1. The District shall have no right to assign this contract or any of its rights under the same unless the City shall have assented to such assignment with the same formality as employed in the execution of this contract, which assent by the City shall not be unreasonably withheld.

15.2. The City shall have the right to assign its rights and obligations under this contract to a Regional Service Authority or other similar entity.

XVI.

TERM

16.1 The parties hereto agree that this contract will continue until terminated by a mutual agreement of the parties hereto. The parties recognize that the City is continually involved in studying its plant and intends to make and will in the future be making additional sizeable capital improvements at its expense. Bonds are currently outstanding, and it is anticipated that the new bonds may be issued by the City to finance improvements to and expansion of the sewer treatment facility, and it is, therefore, specifically and clearly understood between the parties that this contract shall be irrevocable during the time that the original bonds are outstanding.

XVII.

MODIFICATION

17.1 The benefits and obligations created by this contract may not be modified by an agreement, unless the same be in writing and executed with the same formality as this contract; provided, however, that in the event a sewer service contract is hereafter entered into between the City and another quasi-municipal sanitation district or water and sanitation district on any terms or conditions more favorable to such sanitation district or water and sanitation district than those set forth in this Agreement, it shall be the duty of the City to offer such more favorable terms and conditions to the District.

XVIII.

CAPITAL IMPROVEMENTS

18.1 That in the event capital improvements and modifications of the District's sewer facilities are required and which modified facilities provide, or will provide, sewer services to the City, the District agrees, except in emergency situations, to advise the City six (6) months in advance of proposed capital improvements in order that the City may become a party to such plans and modification program. It is the purpose of the foregoing to accommodate financial planning and the budget process.

18.2 That at some time in the future, should the Colorado Department of Public Health, or the state of the art of sani-



tary sewage treatment require the chlorination of sewage in out-fall sewer collection mains, the District agrees after six (6) months' notice of these requirements, to work with the City in developing such chlorination facilities in order to meet State Health Standards.

XIX.

NOTICES

19.1 Any and all notices contemplated or required by the contract shall be directed to the parties thereto as follows:

City of Littleton  
City Manager, Littleton Center  
2255 West Berry  
Littleton, Colorado 80165

District:  
Southwest Metropolitan Water and  
Sanitation District  
7677 West Ken Caryl Road  
Littleton, Colorado 80123

19.2 Changes in the above designation of address shall become effective upon notification by party changing address to the other party directed via certified mail, postage prepaid, to the address above indicated. Thereafter, the address for notification shall be as set forth in the notice of changes.

XX.

EXISTING SANITARY SEWER SERVICE AGREEMENTS

20.1 Upon execution of this Agreement, the contract dated April 12, 1979 shall be terminated and superseded.

20.2 There also exists another sewer service agreement(s) between the City and the District as follows:

City of Littleton - Southwest Metropolitan Water and Sanitation District Sewer Connection Agreement dated August 15, 1969.

20.3 The effect of this Agreement on those previous agreements listed in paragraph 20.2 is as follows:  
The above contract has been previously ratified, confirmed and approved by the City of Littleton; and, accordingly, this Agreement should have no effect on said contract other than continued service pursuant to said agreement in conformity with the terms and conditions hereof.

20.4. There exists an agreement(s) between the District and another district(s) which utilizes the City's sewage treatment facilities as follows:

(See Exhibit "A" attached hereto and made a part hereof.)

20.5. The effect of this Agreement, if any, to those agreements listed in paragraph 20.4 is as follows:  
All of the above listed contracts have been previously ratified, confirmed and approved by the City of Littleton; and, accordingly, this Agreement should have no effect on said contracts other than continued service pursuant to said agreements in conformity with the terms and conditions hereof.

IN WITNESS WHEREOF, the parties to this Agreement have caused their corporate names to be hereunto subscribed by their proper corporate officers and their corporate seals hereunto affixed on the day and year first above written, for the uses and purposes as hereinabove set forth.

ATTEST:

Sandra Beeley  
City Clerk (Deputy)

CITY OF LITTLETON, COLORADO

By: James D. Collins  
President of City Council

( S E A L )

APPROVED AS TO FORM:

Angela Berhant  
City Attorney

SOUTHWEST METROPOLITAN WATER AND  
SANITATION DISTRICT

ATTEST:

Anthony M. Dursey  
ANTHONY M. DURSEY,  
Secretary

By: Ira L. Hardin  
IRA L. HARDIN, President

ARTICLE XI - SEWER SERVICE CHARGE OPTION SELECTED:

OPTION 1

EXHIBIT "A"

(Attached to and made a part of Sewer Service Agreement between the City of Littleton and the Southwest Metropolitan Water and Sanitation District dated the 15th day of August, 1983.)

- 20.4.
1. Columbine Water and Sanitation District - Southwest Metropolitan Sewer Service Agreement of September 5, 1973.
  2. Grant Water and Sanitation District - Southwest Metropolitan Sewer Agreement of August 14, 1962.
  3. Ken Caryl Ranch Water and Sanitation District - Southwest Metropolitan Sewer Service Agreement of December 19, 1973.
  4. Meadowbrook-Fairview Metropolitan District - Southwest Metropolitan Agreement of \_\_\_\_\_, 1976.
  5. Meadowbrook-Fairview Metropolitan District - Southwest Metropolitan Agreement of July 15, 1981.
  6. Meadowbrook-Fairview Metropolitan District - Southwest Metropolitan Agreement of September 25, 1981.
  7. Platte Canyon - Southwest Metropolitan Sewer Agreement of April 10, 1962.
  8. Acknowledgment of Consent to Platte Canyon from Southwest Metropolitan dated April 23, 1981.