

# **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 aid 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 being 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.

**Columbine Water and Sanitation District  
Platte Canyon Water and Sanitation District  
Sewer Service Agreement and Amendment to  
1973 Agreement**

**Parties:**

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

**Purpose**

Allows Platte Canyon to make a single family residential sewer connection to a Columbine sewer main that ultimately discharges to a Southwest Metropolitan sewer interceptor for the purpose of serving Lot 1, Fox Hollow Filing No. 2 (5090 W. Christiansen Lane).

**Payment Obligation**

**Tap Fees**

- The owner of 5090 W. Christensen Lane is required to acquire and pay for sanitary sewer tap permits from Columbine and from the City of Littleton.
- Platte Canyon is required to collect and remit to Southwest from the property owner payment in the amount of \$465, the difference between Southwest's current sewer tap fee and the amount Columbine is obligated to pay Southwest for sewer taps connected under the 1973 Agreement between Columbine and Southwest.

**Service Charges**

- Platte Canyon agrees to pay to Southwest on behalf of Columbine \$50 per year as a transmission and maintenance charge. (Columbine is obligated to pay Southwest \$50 per year for each sewer tap connected under the 1973 sewer agreement between Columbine and Southwest and Platte Canyon assumes that obligation for the single tap serving 5090 W. Christiansen Lane).

**Administrative and Maintenance Provisions and Obligations**

- Platte Canyon is authorized to connect one single family residential sewer tap to serve Lot 1, Fox Hollow Filing No. 2 (5090 W. Christiansen Lane) to a Columbine owned 8-inch sanitary sewer at a point mutually agreed upon.

- Platte Canyon, Southwest Metropolitan, and Columbine are not responsible for paying any costs for connecting the sewer service allowed by the Agreement to Columbine's sewer main.
- Platte Canyon agrees to provide a minimum of three days advance notice to Columbine prior to the commencement of construction of the sewer service and to allow Columbine to inspect the construction.
- Columbine and Southwest Metropolitan mutually agree to amend the 1973 Sewer Agreement between the parties to expand the service area that is specified in the Agreement. Further, the parties acknowledge that Columbine has used 205 single family equivalent taps of the 210 taps reserved for its use.
- Columbine is granted the right to enforce all of its rules and regulations regarding sewer service to the property connected to Columbine's sewer main. Columbine, Southwest Metropolitan and Platte Canyon agree to cooperate and assist each other in enforcing each parties rules and regulations, however, Columbine's rules shall control.

### **Term**

The Agreement remains in effect until terminated by mutual agreement.

### **Monitoring Requirements**

1. Verify that Platte Canyon has paid the sewer service charge of \$50 per year to Southwest Metropolitan.

**Columbine Water and Sanitation District  
Water Connection Agreement  
April 21, 2017**

**Parties:**

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

**Purpose**

Allows Southwest to make a single connection to a Columbine water main in W. Fairway Lane at a point to be mutually agreed upon.

**Payment Obligation**

None

**Administrative and Maintenance Provisions and Obligations**

- Southwest is authorized to make one connection to a Columbine water main located in Fairway Lane at a point to be mutually agreed upon to provide looped water service to the Wild Plum Farm property located within Southwest.
- The connection is to be installed by Southwest at no cost to Columbine in accordance with plans approved by Columbine. The valve installed at the point of connection will be owned by Denver Water or Columbine and Southwest has the right to operate the valve when necessary.
- Columbine agrees to modify its water contract service boundaries with Denver Water to directly serve 11 lots fronting Fairway Lane. Columbine is entitled to collect all Columbine water tap fees and will bill each lot for water service through its total service contract with Denver Water. Southwest agrees to provide sewer service to each of the lots.
- Both parties agree that they are not liable for the other District's costs. With the exception that Southwest agrees to pay up to \$2,000 for Columbine's review of the agreement.
- The agreement is subject to the approval of Denver Water.



### **Term**

The Agreement remains in effect until terminated by mutual agreement.

### **Monitoring Requirements**

None



**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 ¾-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  $\frac{3}{4}$  -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 - Denver Water  
Platte Canyon Water and Sanitation District  
Ken Caryl Ave. Water Main Agreement  
September 8, 1992**

**Parties:**

Denver Water, Southwest Metropolitan Water and Sanitation District (Southwest) and Platte Canyon Water and Sanitation District (Platte Canyon).

**Purpose**

To document the ownership and maintenance responsibilities of water mains located in W. Ken Caryl Ave. between S. Platte Canyon Rd. and S. Carr St


**Payment Obligations**

Denver Water agrees to pay 50 percent of the cost of installing a 16-inch water main in W. Ken Caryl Ave. between S. Carr St. and S. and S. Webster St. not to exceed \$35,000.

Platte Canyon and Southwest Metropolitan agree to fund the portion of the 16-inch main not paid by Denver Water.

**Administrative and Maintenance Provisions and Obligations**

- Denver Water agrees to convey to Southwest and Platte Canyon 9,250 feet of Denver Water's 18-inch water main located in W. Ken Caryl Ave. from the Ken Caryl water tank site to Platte Canyon Rd. and 2,000 feet of the 24-inch Conduit 120 located in W. Ken Caryl Ave., from S. Carr St. to the Ken Caryl water tank site.
- Southwest agrees to be responsible for maintenance and replacement of the main and conduit which cost may be allocated between Southwest and Platte Canyon at the parties may agree between themselves.
- Southwest intends to abandon 11,300 feet of its 8-inch water main in Ken Caryl Ave. as well as 800 feet of the 24-inch conduit conveyed to it by Denver Water.
- Southwest agrees to replace those portions of the 8-inch and 24-inch water mains with 800 feet of new 16-inch water main as depicted on Exhibit A to the agreement. Southwest and Platte Canyon shall own the new 16-inch water main and the parties will allocate the costs for maintenance and replacement as they may agree between themselves.

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- Denver Water agrees to pay 50 percent of the installation cost of the new 16-inch water main and Southwest and Platte Canyon agree to pay the remainder.
  - Denver Water agrees to convey to Platte Canyon at no charge a twenty-foot wide, 460-foot-long easement for its 12-inch water main located along the southern boundary of Denver Water's Ken Caryl Reservoir property.
  - Denver Water agrees to allow Southwest Metropolitan to make a connection to Denver Water's Conduit 116 without granting additional tap capacity. Denver Water agrees to own and maintain the connection and pressure reducing valve connected thereto.
  - Denver Water agrees at its expense to install a 12-inch valve immediately west of Platte Canyon's pump station so the 18-inch main can remain in service to supply the pump station during installation of the 16-inch replacement main.

### **Term**

Perpetual



### **Monitoring Requirements**

None.

**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  $\frac{3}{4}$ - 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  $\frac{3}{4}$ - 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  $\frac{3}{4}$ - 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  $\frac{3}{4}$  - inch taps from Conduit 10.
- The Agreement reaffirms that Southwest has paid participation charges for 11,900 equivalent  $\frac{3}{4}$  - 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.

**Denver Water  
Integrated System Distributor Agreement  
June 22, 2018**

**Parties:**

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

**Purpose**

To assign responsibilities for Southwest Metropolitan and Denver Water to operate an integrated water system in compliance with the requirements of the Colorado Department of Public Health and Environment.

**Payment Obligations**

None.

**Administrative and Maintenance Provisions and Obligations**

- Denver Water assumes responsibility and associated costs for complying with designated Colorado Primary Drinking Water Rules.
- Southwest Metropolitan assumes responsibility for complying with designated requirements for operating and maintaining its water distribution system.
- Denver Water agrees to assume responsibility for cross-connection control surveys, record-keeping, reporting requirements, and enforcement under the backflow prevention and cross connection control rule (1139, 5 CCR 1002-11).
- Southwest Metropolitan certifies that it does not operate treated water storage nor provide additional disinfection of the water it receives from Denver Water.
- Both parties agree that the Agreement is subject to Colorado Primary Drinking Water Integrated System Rule 11.42.
- Southwest Metropolitan agrees that the Agreement is subject to the Charter of the City and County of Denver.

- Within 30 days' notice, from Denver Water, Southwest Metropolitan agrees to provide copies of reports and records evidencing its compliance with the regulatory requirements for which it assumes responsibility for.

### **Term**

The Agreement terminates on March 31, 2022, unless extended by mutual written agreement of the parties.

### **Monitoring Requirements**

None.

**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>
$\frac{3}{4}$	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**  
**and**  
**Addendum to Sewer Agreement dated April 18, 2017**

**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.

## Addendum to Sewer Agreement dated April 15, 2017

### Purpose

To clarify the obligations and responsibilities of the District and the City with respect to the enforcement of the City's Municipal Code, rules and regulations within the service area of the District, specifically in regard to pretreatment rules, regulations and standards.

### Administrative and Maintenance Provisions and Obligations

- The addendum lists the City's responsibilities and duties to perform in relation to current and future Industrial Users and/or Nondomestic Users located within the District and specifies that the District is cooperate with City in performing its duties.
- Allows the City to act as an agent of the District to take emergency action to prevent discharges from Industrial and/or Nondomestic Users which presents an imminent danger to the health, safety and welfare of humans or the environment.
- The addendum lists actions the City may take on behalf of the District as set forth in 40 CFR Part 403.8(f).
- Allows the District to perform its own fats, oils and grease (FOG) and petroleum, oil, grease and sand (POG) programs in accordance with City, State and Federal requirements. Requires the District to notify the City if it discontinues administration of the FOG and POG programs.
- Requires the District to adopt enforceable local sewer use rules and/or regulations which are no less stringent and are as broad in scope as the Industrial Pretreatment Program section of the City's Wastewater Utility Ordinance.
- Requires the District to maintain current information on Industrial and Nondomestic Users located within the District's service area and provide the information to City upon request.
- Requires the District to enforce the provisions of its local sewer use regulations.
- Requires the District to provide the resources and commit to implementation and enforcement of the Industrial Pretreatment Program standards and requirements.
- Enables the City to charge for inspections of Industrial and Nondomestic Users if such inspections are done by the City.
- Requires the District to take action to assist the City to implement and enforce the Pretreatment Program within the District service area.

- Specifies that the District IS responsible for administering the FOG and POG programs including conducting all inspections required by the programs.

### **Term**

The Agreement continues until mutual agreement of the parties.

### **Monitoring Requirements**

Maintain records of FOG and POG inspections and enforcement actions for review by the City and U.S. EPA as required.

Update District rules, regulations and sewer engineering standards as necessary to comply with the City's Wastewater Utility Ordinance.

**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 a 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  
Third Amendment to July 1976 Sewer Agreement  
September 27, 2019**

**Parties:**

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

**Purpose**

To increase Meadowbrook's capacity in Southwest's sewer interceptors as defined by the July 1976 sewer agreement by an additional 114 single-family equivalent taps to a total of 2,000 single-family equivalent taps.

**Payment Obligations**

Meadowbrook agrees to pay Southwest's applicable sewer tap fee at the time of connection plus an additional \$227 for each new tap allowed to be connected by the Agreement.

**Administrative and Maintenance Provisions and Obligations**

- Southwest agrees to allow Meadowbrook to discharge into designated Southwest sewer mains a total of 2,000 single-family equivalent taps (114 more taps than authorized by the July 1976 agreement). The total volume of flow contributed by Meadowbrook is limited to 300 gallons per unit per day average daily flow and 793 gallons per day of peak flow.
- The Agreement specifies a methodology based on the size of a buildings water service line for determining the number of single-family equivalent taps applied to all non-residential connections.
- Meadowbrook is required to pay Southwest's applicable sewer tap fee plus an additional \$227 per tap prior to connection of each of the 114 taps authorized by the Agreement.
- The Agreement affirms that the 1976 Agreement remains in full force and effect as modified by the Third Amendment.

**Term**

The Agreement reaffirms the termination provision of the First Amendment to the 1976 Agreement which states that the term of the Agreement is extended to July 1, 2017, "and for such additional period of time as Meadowbrook-Fairview and any party with which it may contract are utilizing the Southwest sewer interceptor system for the transmission of sanitary sewage, unless terminated earlier pursuant to the terms and provisions of the Agreement or by mutual agreement of the Parties hereto."





## **Monitoring Requirements**

Southwest must annually monitor Meadowbrook's sewer connections 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**  
**First Amendment to Southwest Metropolitan Letter Sewer Agreement of April 23,**  
**1981 (Millbrook Agreement)**  
**May 24, 2019**

**Parties:**

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

**Purpose**

To increase the number of single-family equivalent sewer taps Platte Canyon is allowed to connect to Southwest's Columbine Interceptor Sewer and redefine the service area delineated in the April 23, 1981 Letter Agreement

**Payment Obligations**

Platte Canyon agrees to pay Southwest's applicable sewer tap fee at the time of connection for each additional tap allowed to be connected by the Agreement.

Platte Canyon agrees to pay a proportionate share of operation, maintenance and capital costs for all Southwest sewer mains utilized by Platte Canyon in accordance with the 1981 Letter Agreement and this First Amendment.

**Administrative and Maintenance Provisions and Obligations**

- Platte Canyon is allowed to connect at total of 94 single-family equivalent sewer taps to Southwest's Columbine Interceptor Sewer, an increase of 13 taps over the 81 taps allowed by the April 23, 1981 Letter Agreement.
- The Agreement redefines the service boundary within Platte Canyon that is covered by the Agreement.
- The Agreement "grandfathers" a Platte Canyon sewer tap serving 7964 S. Depew St. (two single-family equivalent taps) that was connected to Southwest's Columbine Interceptor without proper documentation.
- Platte Canyon agrees to pay, or cause to be paid, Southwest's applicable sewer tap fee for the property located at 7925 S. Platte Canyon Rd. prior to connection to either Southwest's interceptor or a Platte Canyon sewer main that connects to the interceptor.
- Platte Canyon agrees to pay a proportionate share of operation, maintenance and capital costs for all sewer mains utilized by Platte Canyon in accordance with the Agreement.



- The Agreement specifies a methodology based on the size of a building's water service line for determining the number of single-family equivalent taps applied to all non-residential connections.
- The Agreement reaffirms the provisions of the April 23, 1981 Letter Agreement as modified by the First Amendment.

### **Term**

Perpetual.

### **Monitoring Requirements**

Southwest must annually bill Platte Canyon for its proportionate share of operations, maintenance, and capital costs for all sewer mains utilized by Platte Canyon.

Southwest should confirm payment of tap fees for the property located at 7925 S. Platte Canyon Rd.

**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, 2019**

**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 \$800 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 \$800 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 \$800 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 \$800 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 \$7,500.00.
- 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 agreement recognizes and agrees that Platte Canyon is currently using 100% of the storage space for the benefit of both Districts. 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 be 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, 2029 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 ten-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 \$800 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  $\frac{3}{4}$ -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.

**Wild Plum Metropolitan District  
Intergovernmental Agreement  
January 26, 2018**

**Parties:**

Wild Plum Metropolitan District (Wild Plum) and Southwest Metropolitan Water and Sanitation District (Southwest)

**Purpose**

To prescribe the terms and conditions under which Southwest will consent to the formation of Wild Plum Metropolitan District within the boundaries of Southwest.

**Payment Obligations**

The agreement specifies that Wild Plum shall not in any way interfere with or otherwise preclude or prevent Southwest from enforcing and collecting 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 Wild Plum. Any lien that Southwest has for any reason, including but not limited to, non-payment of rates, fees, tolls, or charges shall have priority over any lien imposed by Wild Plum.

**Administrative and Maintenance Provisions and Obligations**

- Wild Plum 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 Wild Plum, 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.

**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.