

SEWER CONNECTION AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August A. D., 1969, by and between SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT, a quasi-municipal corporation of the State of Colorado, sometimes hereinafter referred to as "District", and the CITY OF LITTLETON, a municipal corporation of the State of Colorado, sometimes hereinafter referred to as "City",

WITNESSETH:

THAT, WHEREAS, the parties hereto made and entered into a Sewer Service Agreement on the 10th day of April 1962, providing, inter alia, for the processing of sewage of the District at a plant owned and maintained by the City; and

WHEREAS, the District is the owner of an outfall sanitary sewer line which extends from the Littleton sewage treatment in Littleton, Colorado, to the Rio Grande Industrial Park, Douglas County, Colorado, and which sewer line is sometimes known as the Platte River outfall, and the same is generally located in an area East of and adjacent to the Platte River; and

WHEREAS, the District has excess capacity in said sanitary sewer outfall lines; and

WHEREAS, the City of Littleton has an immediate need for and desires to use said sanitary sewer lines; and

WHEREAS, the parties hereto having agreed to the terms and conditions of said use, desire to reduce their said understanding to writing and also desire to modify the terms of paragraph XVI of the Sewer Service Agreement above referred to:

NOW, THEREFORE, in consideration of the premises, the performance of the covenants to be performed by each party hereto, all of which consideration is conclusively admitted by the parties hereto to be adequate and proper, it is mutually understood and agreed as follows, to-wit:

I.

Capacities

The SOUTHWEST METROPOLITAN WATER AND SANITATION

DISTRICT is a quasi-municipal corporation of the State of Colorado, and the CITY OF LITTLETON is a municipal corporation of the State of Colorado and both parties agree that the said parties respectively have the statutory authority to enter into this Agreement.

II.

Sanitary Sewer Outfall

The District is the owner of the Platte River outfall sewer line which extends from the Littleton sewage treatment plant at South Santa Fe Drive and Belleview to the Rio Grande Industrial Park in Douglas County, Colorado, and said sewer line varies in size from 32 inches to 48 inches invert measurement, and is generally located East of and adjacent to the Platte River.

The total capacity in the said sanitary sewer line is 50 cubic feet of effluent per second, and there is presently available considerable excess capacity in the said line.

III.

District - City Sanitary Sewer Connection

The District agrees to permit the City to connect into its Platte River outfall sewer line at points to be mutually agreed upon, with sanitary sewer connections not to exceed a total equivalent flow of 12 cubic feet per second.

The said sanitary sewer connections shall be accomplished in accordance with engineering specifications and drawings to be prepared by the City and presented to the District for approval, which said approval shall not be withheld unreasonably, and which plans shall include the construction of appropriate manholes at the points of connection. No construction shall be commenced prior to approval of the plans and specifications by the District. The City shall inform the District of its construction schedule in order to permit inspection of said construction by the District.

IV.

Term

This Agreement shall extend for a term of three years from the date hereof unless sooner terminated by the District for default in payment by the City to the District as herein-after provided. In case of any default in payment, however, the District shall give the City thirty days' prior notice in writing by certified mail before actually terminating the Agreement.

In the event of such default by the City, the City shall take immediate action at its expense to effect the disconnection of these sewer connections.

V.

Payment

The City shall pay to the District and the District shall accept from the City, the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) per year for the right to use the District's sanitary sewer outfall upon the basis of a sewage flow not to exceed the equivalent of 12 cubic feet per second, including ground water infiltration. At the present time the District is using just a small percentage of the capacity of the line. When the District's use of the line capacity reaches or approaches 38 cubic feet per second, the District may then require the City to install at the City's expense a weir or similar measuring device to measure the amount of sewage flow, including ground water infiltration, going into the line from the City's connections, and in the event the City is flowing more sewage into the line than 12 cubic feet per second, the City shall pay to the District an amount in excess of the said FIFTEEN THOUSAND DOLLARS (\$15,000.00) per year which said amount shall be agreed upon by the parties.

The District herewith acknowledges receipt from the City of the sum of FIVE THOUSAND DOLLARS (\$5,000.00) at the time of the ensealing hereof.

The City agrees to pay an additional sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) to the District at the time the City effects a connection into the District's Platte River sewer line, which connection is to be accomplished not later than TWELVE (12) MONTHS from date hereof.

In the event the City has not made the sewer connection contemplated by this Agreement within TWELVE (12) MONTHS from date hereof, a payment of the additional sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) by the City to the District shall keep contract current.

Thereafter (i.e., 6 months after sewer connection, or 18 months after date, in event of no sewer connection) and during the term hereof and all renewals, the City shall pay to the District semi-annual payments of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00).

VI.

Renewal

This Agreement is subject to annual renewal at the end of the three-year term, provided the City is not then in default of the terms hereof, upon a renegotiation of the annual service charge to be paid by the City to the District, based upon the amount of sewage to be transported by the District through the City's connection into said outfall sewer line.

In the event that renegotiations do not result in the renewal of this contract, the City, upon payment of the service charge hereinabove set forth, shall have ONE HUNDRED EIGHTY DAYS from a date certain to be determined by notice from the District to the City, to effect a disconnection of its sewer line from the facilities of the District.

VII.

Amendment to Sewer Service Agreement of April 10, 1962

Paragraph XVI of the Sewer Service Agreement of April 10, 1962, is hereby deleted from the said Agreement and the following substituted therefor:

"That the parties hereto agree that this contract will continue until terminated by mutual agreement of the parties hereto except that the City may terminate the said Agreement unilaterally upon the giving of ONE HUNDRED EIGHTY DAYS' notice from a date certain to be determined by notice from the City to the District to effect a disconnection of its sewer line from the facilities of the City, if, and only if, the District and City have not renewed the Sewer Connection Agreement between the parties dated August 15, 1969." (The within Agreement).

The above provision for unilateral termination of the Sewer Agreement of April 10, 1962 shall not be applicable if the within Agreement is not renewed by reason of City's default in the terms thereof.

VIII.

Supervision of Littleton Sewer Lines

The City shall maintain supervision of the sanitary sewer lines which drain into the District's Platte River outfall in order that ground water infiltration in excess of the District's minimum standard does not occur.

The City shall be responsible to correct and agrees to correct excessive ground water infiltration which affects the District's Platte River outfall, which is the subject matter of this Agreement, and failure of the City to so correct any excess infiltration after SIXTY DAYS' notice directed to the City, certified mail, at the addresses hereinafter shown, by the District, shall be grounds for termination of this Agreement by the District.

IX.

Maintenance of Connections

The City shall have the obligation to maintain the sewer tap connections into the District's Platte River outfall during the term hereof.

X.

Records

The City shall maintain records of the type and number of sanitary sewer taps which drain into the District's Platte River outfall and said records shall be open to inspection by the District, or its authorized representatives, during reasonable business hours.

The City agrees forthwith to inform the District in writing when the total flow connected and draining into the District's sewer line equals or exceeds the capacity stated in paragraph one of Article V hereof.

XI.

District Not A Public Utility

The District is not a public utility and is not subject to the control of the Public Utilities Commission of the State of Colorado and further, the District is not a grantor of service but merely makes its presently existing sewer collection line available to the City for the transmission of sewage to the Littleton sewage treatment plant.

XII.

Agreement Not Assignable

This Agreement is not assignable by the City, without the prior written approval of the District.

XIII.

Declaration of Emergency

The parties hereto declare that the execution of this contract is necessary for the immediate preservation of the general health, safety and welfare of the inhabitants of the District, and of the City.

XIV.

Notices

Any and all notices contemplated or required by the contract shall be directed to the parties hereto as follows, to-wit:

City of Littleton
City Manager
City Hall
Littleton, Colorado 80120

Southwest Metropolitan Water
and Sanitation District
c/o Robert J. Flynn
500 Continental Nat'l Bank
Englewood, Colorado 80110

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

IN WITNESS WHEREOF, the parties to this Agreement have caused their corporate names to be hereunto subscribed by their appropriate municipal officers with their corporate seals being thereunto affixed on the day and year first above written for the uses and purposes as hereinabove set forth. This Agreement being executed in duplicate.

CITY OF LITTLETON, Colorado

ATTEST:

By AR Bassett

David P. Harrison
City Clerk

(SEAL)
ATTEST:

SOUTHWEST METROPOLITAN WATER
AND SANITATION DISTRICT

Kel H. Christensen
Kel H. Christensen, Secretary
(SEAL)

By K. C. Ensor
K. C. Ensor, President