

**Bow Mar Water and Sanitation District
Sewer Service Agreement of
August 21, 1961**

Parties:

Bow Mar Water and Sanitation District (Bow Mar) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

Provides for Bow Mar to connect to Platte Canyon's sewer collection system at a designated point and transport sewage from 215 single family residential or equivalent sewer taps through Platte Canyon's system to the Littleton Sewer Treatment Plant.

Payment Obligation

Lump Sum Payments:

Bow Mar agrees to immediately pay Platte Canyon \$1,500 upon execution of the Agreement. Bow Mar agrees to pay an additional \$20,000 within six months of execution of the Agreement.

Tap Fees:

Bow Mar agrees to pay Platte Canyon \$75.00 per single family or equivalent tap at the time application is made for a sewer tap permit.

Service Charge:

Bow Mar agrees to pay Platte Canyon \$215 per month, semi-annually, within 10 days of January 1 and July 1 of each year.

Administrative and Maintenance Provisions and Obligations

- Platte Canyon agrees to allow Bow Mar to connect to its sewer collection system at a manhole on Marigold Lane opposite Lots 5 and 6, Block 1, Bow Mar South Subdivision to provide sewer service to 215 single family or equivalent sewer taps.

- Bow Mar agrees to allow Platte Canyon to inspect all sewer taps made to Bow Mar's sewer system that ultimately connects to Platte Canyon's system and to pay Platte Canyon a designated amount for each inspection.
- Bow Mar agrees to submit engineering plans and specifications for all sewer facilities that connect to Platte Canyon's system for review and written approval by Platte Canyon's engineer. All plans and specifications are required to conform to Platte Canyon and City of Littleton standards.
- Bow Mar agrees to maintain and repair all sewer mains within its District and prevent infiltration in excess of 500 gallons per inch of diameter, per day, per mile of pipe.
- Bow Mar is limited to a maximum flow into Platte Canyon's system of 215,000 gallons per day.
- Bow Mar agrees to perform any engineering and construction deemed necessary by Platte Canyon to bring existing or new sewer mains up to the engineering standards of Platte Canyon.
- Bow Mar agrees to provide and update a plat of sewer users within Bow Mar showing the name and address of each user.
- Bow Mar agrees to police its sewer mains and facilities to prevent and detect unauthorized connections and notify Platte Canyon of any such unauthorized connections. Platte Canyon may assess a penalty charge of \$250 for any unauthorized connections.
- Bow Mar grants Platte Canyon the right to inspect all of Bow Mar's sewer mains, facilities, installations and appurtenances.
- The Agreement specifies that Platte Canyon is not a public utility and is not subject to the control of the Colorado Public Utilities Commission.
- The Agreement specifies that Platte Canyon does not guarantee service and is not responsible nor liable for damages in the event service is disrupted by ordinary repair and maintenance of its sewer mains or by any and all other matters beyond its control.
- The Agreement is not assignable unless agreed to by both parties.
- The Agreement is subject to the approval of the City of Littleton.

Term

Perpetual.

Monitoring Requirements

1. Periodically verify that Bow Mar has not exceeded that 215 sewer tap limitation.
2. Invoice Bow Mar \$1,290 within 10 days of January 1 and July 1 of each year.

**Bow Mar Water and Sanitation District
Reinstatement and Amendment Agreement
May 19, 1964**

Parties:

Bow Mar Water and Sanitation District (Bow Mar) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

To reinstate the expired Bow Mar - Platte Canyon Sewer Service Agreement of August 21, 1961, and make amendments thereto.

Payment Obligation

Lump Sum Payments:

Platte Canyon acknowledges receipt of \$5,600 as payment for 32 single family equivalent taps. Further, Platte Canyon credits Bow Mar the sum of \$750.00 as "An advance credit on sanitary sewer taps to be purchased by Bow Mar pursuant to the terms of [the] Agreement."

Tap Fees:

The sale and purchase price for a single-family equivalent sanitary sewer tap is increased from \$75.00 as specified in the August 21, 1961 Agreement to \$175.00.

Service Charge:

The service charge of \$215 per month specified in the August 21, 1961 Agreement is reaffirmed.

Administrative and Maintenance Provisions and Obligations

- The expired Bow Mar - Platte Canyon Agreement of August 21, 1961 is reinstated, confirmed, ratified, approved and amended.
- Platte Canyon agrees to extend the reservation period for Bow Mar to use 215 single-family or equivalent sewer taps for a period of ten years from date of execution of the Agreement.

- Platte Canyon has the right to “shut off” service or disconnect service to Bow Mar for delinquencies in payment of service charges or engineering charges.
- Bow Mar agrees to quarterly report to Platte Canyon all sanitary sewer taps made to its lines including names, addresses, size of service, and legal description of the property to which service is provided. Further, Bow Mar agrees to maintain accurate permanent records relating to tap permits and service charges and make such records available for inspection by Platte Canyon.

Term

Perpetual.

Monitoring Requirements

1. Confirm payment by Bow Mar of \$215 per month service charge.
2. Ensure that Bow Mar is maintaining accurate permanent records of all sewer taps connected to Platte Canyon facilities.

**Bow Mar Water and Sanitation District
Intergovernmental Maintenance Agreement of
December 4, 1986**

Parties:

Bow Mar Water and Sanitation District (Bow Mar) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

To prescribe the terms and conditions under which Platte Canyon provides administrative, operation and maintenance services to Bow Mar.

Payment Obligation

Bow Mar agrees to pay Platte Canyon for services rendered at the hourly rates set forth in the Agreement and amended upon 30 days written notice to Bow Mar. Platte Canyon agrees to submit monthly invoices for services and materials supplied to Bow Mar, and Bow Mar agrees to pay said invoices within 30 days of receipt.

Bow Mar agrees to pay for materials supplied by Platte Canyon at Platte Canyon's cost.

Administrative and Maintenance Provisions and Obligations

- Platte Canyon agrees to provide water and sewer maintenance services to Bow Mar in accordance with the terms and conditions prescribed in the Agreement.
- Bow Mar agrees to request those maintenance services it wants Platte Canyon to provide. Platte Canyon agrees to advise Bow Mar of the frequency said services can be provided, the amount of time it will take to provide the services, the labor and equipment needed to provide the services and the estimated costs for providing the services. The "maintenance proposal" is incorporated into the Agreement.
- Bow Mar agrees to pay the actual cost of repairing equipment purchased or rented for its exclusive use.
- Bow Mar accepts responsibility for determining policies, goals, procedures and requirements for maintenance.

- Bow Mar grants Platte Canyon authority to order materials, rent equipment and retain independent contractors to perform maintenance services.
- The parties agree to Platte Canyon's obligation to perform maintenance services is contingent upon having manpower and equipment available. Platte Canyon agrees to immediately notify Bow Mar if it is unable to provide maintenance services when required.
- Bow Mar indemnifies Platte Canyon.
- Bow Mar agrees to maintain specified insurance coverages.

Term

Either party may terminate the Agreement upon 30 days written notice.

Monitoring Requirements

Platte Canyon should, but is not obligated to, evaluate and revise rates for labor and equipment and notify Bow Mar of said revisions on an annual basis.

Colorado Special District Property and Liability Pool Intergovernmental Agreement

Parties:

Platte Canyon Water and Sanitation District (Platte Canyon) and many other Colorado special districts (collectively defined as Members)

Purpose

To provide defined property, liability, workers' compensation and associated insurance coverages, and claims and risk management services related thereto, for Members through a self-insurance pool.

Payment Obligation

Platte Canyon agrees to pay contributions (premiums) established by the Property and Liability Pool Board which may include an annual contribution and any additional contribution at such times and in such amounts as the Board determines necessary to ensure the solvency of the Pool. The Board may provide for disbursements of non-surplus credit balances as defined by the Agreement.

Administrative and Maintenance Provisions and Obligations

- The Members establish the Colorado Special Districts Property and Liability Pool as a separate and independent government and legal entity pursuant to Article XIV, Section 18(2) of the Colorado Constitution and Sections 19-1-201, 8-44-101 (1)(c) and (3), 8-44-204, 24-10-115.5 and 29-13-102 C.R.S.
- Members agree to use Member contributions to defend and indemnify Members against liability or loss to the extent of the coverage provided by the Pool.
- Members do not waive immunity provided by Colorado Governmental Immunity statutes.
- The Board authorizes membership in the Pool to members of the Special District Association of Colorado.
- New Members are admitted only upon approval of the Board.

- Members may participate in the Pool for either or both property and liability coverages and/or workers' compensation coverages.
- The Pool Board of Directors is composed of nine persons appointed by the SDA Board as prescribed in Article 6 of the Agreement.
- The conduct of meetings of the Pool Board of Directors is set forth in Article 7 of the Agreement.
- Members may amend the Pool Agreement by two-thirds vote of Members present at a meeting.
- Members may dissolve the Pool upon two-thirds vote of Members present at a meeting.
- The conduct of meetings of Pool Members is prescribed in Section 9.2 of the Agreement.
- Members are obligated to
 - Pay all required contributions
 - Designate a Member Representative and one or more alternate to Member meetings.
 - Allow the Pool and its agents access to Member facilities and records as required by administration of this Pool.
 - Cooperate with the Pool and its agents.
 - Provide information required by the Pool.
 - Allow the Pool to make decisions regarding, and to designate attorneys to represent the Member in the investigation, settlement, and litigation of any claim within the scope of coverage by the Pool.
 - Comply with claims, loss reduction and risk management policies and procedures.
 - Promptly reports incidents and occurrences reasonably expected to result in a claim.
 - Promptly report to the Pool new programs and facilities as directed by the Board and in compliance with applicable excess insurance or reinsurance.
- The Pool Board is required to establish Member contributions pursuant to guidelines established by the Board.
- Excess funds determined by the Board to be unnecessary for the Pool may be distributed in accordance with Article 11, Section 11.2 of the Agreement.
- The Agreement waives liability for Pool Directors, officers, committee members, and employees when acting in good faith.

- The Pool agrees to obtain fidelity or other bonds to guarantee faithful performance of Pool Directors, officers and employees.
- Members may withdraw from the Pool upon notice of at least 60 days prior to Members coverage renewal date.
- Members who do not make required contributions are automatically expelled on the 60th day following the contribution due date unless the Board extends the time allowed to make the contribution.
- Members may be expelled by the Board for failure to carry out obligations specified in Section 14.2.
- Withdrawn or expelled Members are not entitled to reimbursement or refunds of contributions; remain obligated for all amounts owing at the time of withdrawal or expulsion; are still considered Members for the purpose of payment of claims and expenses; are not affected by changes to the Pool Agreement adopted subsequent to withdrawal or expulsion; and shall be offered at least 24 months extended reporting period on any claims-made coverage provided by the Pool.
- Disagreements between the Board and Members over coverage for losses may be submitted to binding arbitration at the request of the a Member.

Term

Perpetual.

Monitoring and Reporting Provisions

The District must complete an annual coverage questionnaire and pay all contributions when required. Further, the District must report losses and claims and cooperate with Pool representatives in the investigation of such losses and claims.

Colorado's Water / Wastewater Agency Response Network (CoWARN)
Mutual Aid and Assistance Agreement
September 26, 2009

Parties:

Numerous Colorado water and wastewater utilities

Purpose

To coordinate response activities and share resources during emergencies.

Payment Obligation

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

Administrative and Maintenance Provisions and Obligations

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

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

Term

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

Monitoring Requirements

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

**Columbine Water and Sanitation District
Amended and Restated Intergovernmental Agreement
For Administrative and Maintenance Services
October 1, 2013**

Parties:

Columbine Water and Sanitation District (Columbine) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

To prescribe the terms and conditions under which Platte Canyon agrees to provide administrative and facility operation and maintenance services to Columbine. Supersedes the Intergovernmental Agreement for Services dated January 26, 1999.

Payment Obligation

Columbine agrees to pay Platte Canyon for services rendered at the hourly rates set forth in the Agreement and amended upon 30 days notice to Columbine. Columbine agrees to compensate Platte Canyon for materials supplied to Columbine at cost plus 15%. Platte Canyon agrees to submit monthly invoices for services and materials supplied to Columbine, and Columbine agrees to pay said invoices within 30 days of receipt.

Administrative and Maintenance Provisions and Obligations

- Platte Canyon agrees to provide administrative and sanitary sewer maintenance services to Columbine as set forth in the Scope of Services attached to the Agreement as Exhibit A.
- Platte Canyon agrees to provide by October 1 of each year a work plan and budget for the ensuing year for Columbine's review and approval within 45 days, but no later than December 15. The work plan is to include a description of financial services; other administrative services, maintenance services, including the number of personnel required and a description of machinery and equipment to be utilized; and the estimated cost of performing each service.
- Columbine agrees to consider budgeting and appropriating sufficient revenues to fund the services set forth in the proposal. If Columbine fails to budget and appropriate sufficient funds, the Agreement automatically terminates.

- Platte Canyon agrees to provide the services as set forth in the proposal.
- Columbine assumes responsibility and authority for determining policies, goals, procedures and requirements for administration and maintenance of its sewer system. Columbine waives, relinquishes and exonerates Platte Canyon from any claims demands or liability that relate to Platte Canyon's recommendations for levels of maintenance or maintenance tasks.
- The Agreement may be terminated by either party upon 30 days written notice. Columbine is obligated to pay for only those services provided by Platte Canyon to the date of termination.
- Platte Canyon is operating as an independent contractor to Columbine and not as an agent or employee.
- Platte Canyon is granted limited authority to order materials, rent equipment, and hire independent contractors and to bind Columbine to pay for them, provided the costs do not exceed \$5,000 per month for non-emergency services and \$15,000 for any single emergency service.
- Equipment rented or purchased for the exclusive use of Columbine shall be done in Columbine's name and Columbine shall be obligated under the purchase or rental contract.
- Platte Canyon's obligation to provides services to Columbine is contingent upon the availability of manpower and equipment at the time services are required. Platte Canyon shall notify Columbine in the event manpower and equipment is not available to perform services when required, but shall assist Columbine in obtaining alternative services.
- Columbine agrees to maintain specified insurances coverages and designate Platte Canyon as an additional insured under the policies.
- Columbine agrees to indemnify and defend Platte Canyon from and against any and all claims, demands and liability of whatsoever kind of nature.

Term

The Agreement is in effect for one year and is automatically extended for successive one year periods with no notice required unless either party provides written notice to terminate or amend the Agreement. Any proposed changes to the Agreement shall be negotiated by the parties no later than November 15 of each year.

Monitoring Requirements

Each year by October 1 Platte Canyon must prepare a detailed work plan and budget recommendation for administrative and maintenance services to be provided to Columbine for the ensuing year.

Platte Canyon should, but is not obligated to, evaluate and revise hourly rates to be charged for labor and equipment services supplied to Columbine.

Platte Canyon must prepare monthly invoices for services provided to Columbine.

**Columbine Water and Sanitation District
Southwest Metropolitan 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 serving a specified property (Koets property at 4580 W. Christenson Lane) within Platte Canyon by connecting to 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

Platte Canyon assumes Columbine's obligation to pay Southwest a sewer service charge in accordance with the Columbine - Southwest Sewer Connection Agreement dated December 4, 1987. Thus, Platte Canyon must ensure payment of \$50.00 to Columbine prior to January 15 of each year.

**Columbine Water and Sanitation District
Water Connection Agreement
June 6, 2002**

Parties:

Columbine Water and Sanitation District (Columbine) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

To enable Columbine to provide water service to a 2.5 acre tract of land located within the boundaries of Platte Canyon (Country Club Villas).

Payment Obligations

Columbine is authorized to collect water tap fees and other water service charges that it customarily imposes. Denver Water is to directly bill each customer within the service area and collect system development and other charges as authorized under Columbine's Total Service Contract with Denver Water.

Administrative and Maintenance Obligations

- Columbine agrees, subject to the approval of Denver Water, to expand its water service boundaries and provide water service to a 2.5 acre tract of land (Country Club Villas) located within Platte Canyon.
- Water service is to be provided by extension of an 8-inch water main in W. Augusta Dr. from a Columbine owned 12-inch water main in W. Middlefield Rd. The cost of the water main extension is to be borne by the property owner/developer.
- Columbine's water service authorization is limited to eight single family residential detached residences.
- The subject property is deleted from Platte Canyon's water contract service area with Denver Water and included within Columbine's water contract service area with Denver Water.
- Platte Canyon assumes no liability or obligation to pay any water service bill, tap fee or other charge imposed by Columbine or Denver Water. Columbine is allowed to exercise

its rights to collect unpaid charges from customers including filing liens or terminating water service.

- Columbine must notify Platte Canyon of issuance of each tap permit issued within the service area including the name of the owner, address and legal description of the property and size of the water tap.
- Platte Canyon assume no responsibility nor obligation to pay any portion of the cost for providing water service to the service area, nor for operation, maintenance or repair of facilities installed to provide water service.
- Platte Canyon retains the right to unilaterally terminate the Agreement upon 180 days notice if it becomes desirable and feasible for Platte Canyon to provide water service directly to the property.
- The property remains within Platte Canyon and is subject to property taxes assessed by Platte Canyon.
- The rules and regulations of Columbine and Denver Water are enforceable within the service area and Platte Canyon agrees to assist Columbine in enforcing its rules and regulation.
- The Agreement is subject to the approval of Denver Water.

Term

Unless terminated unilaterally by Platte Canyon as defined above, the Agreement remains in force until terminated by mutual agreement.

Monitoring Requirements

Platte Canyon should ensure receipt of notification of the name of each property owner, address and size of water tap for each property serviced under the Agreement.

**Columbine Water and Sanitation District
Southwest Metropolitan 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

Platte Canyon assumes Columbine's obligation to pay Southwest a sewer service charge in accordance with the Columbine - Southwest Sewer Connection Agreement dated December 4, 1987. Thus, Platte Canyon must ensure payment of \$100.00 (\$50.00 x 2) to Columbine prior to January 15 of each year.

**Columbine Water and Sanitation District
Southwest Metropolitan 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.

**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.

- 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 Plate 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 Water Service Contract of July 14, 2004
(Distributor Contract)**

Parties:

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

Purpose

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

Payment Obligation

Water Rates: Water users within Platte Canyon 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: Platte Canyon 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 Platte Canyon.

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 Platte Canyon’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 Platte Canyon.
- Denver Water is obligated to fully meet its water supply commitment to Platte Canyon 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.
- Platte Canyon 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 Platte Canyon may acquire and convey surface, raw water rights to Denver Water for treatment and use within Platte Canyon's Contract Service Area.
- Platte Canyon 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 Platte Canyon for water taps converted from Denver Water supplies to the alternate water supply.

- Denver Water may reduce water supply to Platte Canyon 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 Platte Canyon is on a "leasehold basis" and cannot be successively used or reused by Platte Canyon or its customers.
- Platte Canyon is prohibited from comingling water received from Denver Water with other sources. However, Platte Canyon may supply water from another source by means of a completely separate distribution system.
- Platte Canyon 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 Platte Canyon'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 Platte Canyon. 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 Platte Canyon'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".
- Platte Canyon grants Denver Water all of its power and authority to impose and collect water service charges within its contract service area. Platte Canyon is obligated to require its users to pay Denver Water's charges.

- Platte Canyon 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, Platte Canyon 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 Platte Canyon approval prior to issuing water supply licenses, or allowing or making connections to Platte Canyon facilities. Platte Canyon assumes liability for any unreported connections.
- Denver Water and Platte Canyon 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.
- Platte Canyon agrees to be bound by the Operating Rules, Charter Provisions, and Engineering Standards of Denver Water.
- Platte Canyon 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.
- Platte Canyon 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 Platte Canyon, and failure by Platte Canyon 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 Platte Canyon'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

Platte Canyon 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.

**City and County of Denver acting by and through its
Board of Water Commissioners
Agreement of 1971**

Parties:

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

Purpose

To acknowledge the assignment of the City of Littleton - Platte Canyon Water Supply Agreement of August 6, 1968 to Denver Water, and to terminate and rescind the Agreement.

Payment Obligation

None.

Administrative and Maintenance Provisions and Obligations

- Denver Water and Platte Canyon acknowledge the assignment of the City of Littleton's rights and obligations under the August 6, 1968 City of Littleton - Platte Canyon Water Supply Agreement to Denver Water.
- The parties agree to terminate and rescind the August 1, 1968 Agreement.
- The parties agree that an area within Platte Canyon's legal boundaries that was being serviced by the City of Littleton (Bow Mar South) would in the future be served by Platte Canyon and deleted from Littleton's contract service area with Denver Water.
- Ownership of all water mains and appurtenances within the Bow Mar South service area is conveyed to Platte Canyon with the exception of a 12-inch cast iron water main in W. Bowles Ave. between Platte Canyon Rd. and S. Sheridan Blvd. and a 6-inch water main in S. Sheridan Blvd. between W. Bowles Ave. and Tule Lake Drive which shall continue to be owned by Denver Water.

Term

Perpetual



Monitoring Requirements

None.

**City and County of Denver acting by and through its
Board of Water Commissioners
Transfer of Water Service in W. Bowles Ave.
Agreement - July 14, 2004**

Parties:

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

Purpose

To allow Platte Canyon to abandon a 12-inch water main in W. Bowles Ave. between S. Jay Ct. and S. Sheridan Blvd. and transfer all existing water services and fire hydrants to a 16-inch water main owned by Denver Water.

Payment Obligation

The water services transferred from Platte Canyon facilities to Denver Water facilities are to be billed by Denver Water at Read and Bill water rates.

Administrative and Maintenance Provisions and Obligations

- The Agreement states that Denver Water owns a 16-inch water main and Platte Canyon owns a 12-inch parallel water main in W. Bowles Ave. between S. Jay Ct. and S. Sheridan Blvd.
- The parties agree that Platte Canyon will abandon its 12-inch water main and be allowed to transfer seven existing water services and two fire hydrants to the 16-inch Denver Water water main at Platte Canyon's expense.
- Platte Canyon is granted the right to make additional connections to Denver Water's 16-inch water main in accordance with normal procedures and Denver Water's rules and regulations.
- Denver Water agrees to maintain the two fire hydrants transferred from the 12-inch water main to the 16-inch water main.
- Platte Canyon customers served off of Denver Water's 16-inch water main will continue to be billed at Read and Bill Rates.

Term

The Agreement remains in effect as long as Read and Bill Contract No. 215 is in effect.

Monitoring Requirements

None.

Denver Water
GIS Data License Agreement
November 7, 2014

Parties:

Denver Water and Platte Canyon Water and Sanitation District (Platte Canyon).

Purpose

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

Payment Obligations

None.

Administrative and Maintenance Provisions and Obligations

- Platte Canyon agrees that GIS Data obtained under the Agreement will be used only for internal purposes and will not publicly distribute hard or soft copies of the data. Platte Canyon agrees to limit internal access in read-only format.
- Platte Canyon 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.
- Platte Canyon agrees that it will not use the GIS Data on behalf of or for the benefit of any third party. Platte Canyon 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 Platte Canyon must obtain GIS Data directly from Denver Water.
- Platte Canyon 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.
- Platte Canyon acknowledges that the GIS Data may not be completely free of errors and to use the data for reference only. Platte Canyon further agrees to notify Denver Water of any inaccuracies detected in the data.

- Platte Canyon 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 Platte Canyon.
- Denver Water provides no warranty nor is it legally liable for Platte Canyon'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 Platte Canyon 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.

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

Parties:

Denver Water and Platte Canyon Water and Sanitation District (Platte Canyon).

Purpose

To assign responsibilities for Platte Canyon 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.
- Platte Canyon 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).
- Platte Canyon 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.
- Platte Canyon agrees that the Agreement is subject to the Charter of the City and County of Denver.

- Within 30 days' notice, from Denver Water, Platte Canyon 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
Agreement of February 25, 1975**

Parties:

Grant Water and Sanitation District (Grant) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

To formally grant, recognize and confirm the rights of the parties to the use, ownership and maintenance of the Coon Creek sewer main.

Payment Obligation

Tap Fees

It is recognized that Grant is allowed to transport sewage effluent from 5,000 single family equivalent taps through the Coon Creek sewer main and that no tap charge will be payable to Platte Canyon by the Grant or individual users in respect to any of the 5,000 taps.

Maintenance Costs

Grant is required to pay Platte Canyon a proportionate share of the maintenance costs for the Coon Creek sewer main based on the number of Grant taps connected to the main in relation to the total number of taps connected to the main.

Administrative and Maintenance Provisions and Obligations

- The Agreement recognizes an agreement between Southwest Metropolitan Water and Sanitation District (Southwest) and Grant in which Grant was reserved 5,000 sewer taps to be transported through sewer lines owned by Southwest. Platte Canyon executed an addendum to that agreement on August 26, 1962 stating that Platte Canyon had no objection to the agreement.
- The Agreement recognizes that a sewer main (Coon Creek sewer main) was jointly constructed by Grant and Daken, Inc. to provide for the transportation of sewage effluent from 5,000 taps to be developed in the Grant District to Southwest's Sewer Line C, and to provide a connection for transportation effluent developed by Daken. Grant paid 91% of the costs of construction of the Cook Creek Sewer Main and Daken paid 9%.

- The Agreement recognizes that Daken executed a deed in 1963 quit claiming all right, title and interest in the Coon Creek sewer main to Platte Canyon.
- The Agreement recognizes that Grant has not conveyed its interests in the Coon Creek sewer main to Platte Canyon.
- The Agreement recognizes that the Coon Creek sewer main is committed to serve 812 taps in the Leawood Subdivision of which 265 are connected at one connection on Weaver Dr. and 537 are connected at various locations along W. Leawood Dr. and W. Weaver Dr. In addition, the Coon Creek sewer main is committed to serve 108 taps allocated to Columbine High School and 43 taps are allocated to Leawood Elementary School.
- Grant agrees to convey to Platte Canyon all right, title and interest in the Coon Creek sewer main to Platte Canyon.
- Platte Canyon confirms that effluent from 5,000 taps reserved to Grant by the Southwest contract may be transported through the Coon Creek sewer main to Southwest's C-line Sewer.
- Platte Canyon makes no representation that the Coon Creek sewer main has sufficient capacity to serve the 5,000 Grant taps. However, Platte Canyon agrees to grant all capacity in the Coon Creek sewer main over and above the 963 Leawood taps (including the two schools) up to 5,000 single family equivalent taps. Further, if the capacity of the Coon Creek sewer main is reduced to less than 5,963 taps, Platte Canyon agrees to restore said capacity at its expense.
- The parties agree that Grant is not obligated to pay tap charges to Platte Canyon for the 5,000 taps.
- Platte Canyon agrees to maintain the Coon Creek sewer main.
- Grant agrees to pay a proportionate share of the costs to maintain the Coon Creek sewer main (see payment obligation above).

Term

Perpetual.

Monitoring Requirements

Platte Canyon needs to monitor the costs of maintaining the Coon Creek sewer main and bill Grant its proportionate share.

Platte Canyon needs to monitor the number of taps connected to the Coon Creek sewer main by Grant.

**Grant Water and Sanitation District
Restated and Amended Sewer Connection Agreement
August 25, 2017**

Parties:

Grant Water and Sanitation District (Grant) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

To amend the Platte Canyon – Grant Sewer Agreement of November 26, 1985 that allows Grant to connect to Platte Canyon’s sewer system at an approved location for the purpose of enabling Grant to more efficiently and economically provide sewer service to Clement Park located within the Grant District.

Payment Obligation

Tap Fees

Grant is required to pay a sewer service connection fee for each tap connected under the Agreement in an amount twice the applicable connection charge for Platte Canyon users.

Service Charges

Platte Canyon has the right to impose sewer service charges for receiving and transporting sewage from Grant’s facilities.

Administrative and Maintenance Provisions and Obligations

- Grant is authorized to connect with and discharge sewage into Platte Canyon’s sewer system at an approved location for the purpose of serving facilities located within Clement Park.
- The connection to Platte Canyon’s sewer system is to be made, operated, maintained, repaired and replaced at the sole cost of Grant. Platte Canyon agrees to provide written notification to Grant 90 days prior to conducting maintenance or repair work except in emergency situations.
- The Agreement designates the geographical service area subject to the Agreement.

- The Agreement expands the number of sewer taps within the specified service area that may be connected to Platte Canyon's sewer system for 15 to 30 taps.
- The Agreement modifies the methodology to be used to calculate the single family equivalency of commercial taps as defined by Exhibit C to the Agreement.
- Grant is required to obtain a Platte Canyon sewer tap permit for each sewer service connection made under the Agreement and pay sewer service connection charges in the amount of twice the charge applicable to Platte Canyon users.
- Grant is required to provide the name of the owner, the address and legal description of the property served, the size of the sewer tap, and any other information required by Platte Canyon to determine the single family equivalency of the tap.
- Platte Canyon has the right to impose sewer service charges for receiving and transporting sewage from Grant's facilities.
- Platte Canyon reserves the right to require Grant to construct a sewer flow metering flume at or near the point of connection at Grant's expense.
- Platte Canyon has the right to inspect the installation of the connection to Platte Canyon facilities and all Grant's sewer facilities located within the designated service area. Grant is required to provide three days written advance notice before installing or permitting the installation of facilities within the service area.
- All Grant facilities are to be constructed in accordance with Platte Canyon engineering standards and specifications.
- Grant is required to provide record drawings to Platte Canyon of all facilities installed in accordance with the Agreement.
- Grant agrees to indemnify Platte Canyon.
- Grant agrees to abide by the terms and conditions of Platte Canyon's sewer treatment agreement with the City of Littleton.
- The Agreement supersedes the Agreement of November 25, 1985, the letter from Patrick J. Fitzgerald to Judy Simonson dated August 31, 1989, and the letter from Kathy Bruneau to Judy Simonson dated June 19, 1992.

Term

Perpetual.



Monitoring Requirements

Platte Canyon should monitor all sewer connections made within the service area and ensure that sewer connection charges have been paid and tap permits issues.

Platte Canyon should confirm payment of sewer service charges if imposed.

**Grant Water and Sanitation District
Sewer Connection Agreement
November 26, 1985**

Parties:

Grant Water and Sanitation District (Grant) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

To allow Grant to connect to Platte Canyon's sewer system at an approved location for the purpose of enabling Grant to more efficiently and economically provide sewer service to Clement Park located within the Grant District.

Payment Obligation

Tap Fees

Grant is required to pay a sewer service connection fee for each tap connected under the Agreement in an amount twice the applicable connection charge for Platte Canyon users.

Service Charges

Platte Canyon has the right to impose sewer service charges for receiving and transporting sewage from Grant's facilities.

Administrative and Maintenance Provisions and Obligations

- Grant is authorized to connect with and discharge sewage into Platte Canyon's sewer system at an approved location for the purpose of serving facilities located within Clement Park.
- The connection to Platte Canyon's sewer system is to be made, operated, maintained, repaired and replaced at the sole cost of Grant.
- The Agreement designates the geographical service area subject to the Agreement.
- Service is limited to 15 single-family or equivalent sewer taps unless authorized in writing by Platte Canyon.

- Grant is required to obtain a Platte Canyon sewer tap permit for each sewer service connection made under the Agreement and pay sewer service connection charges in the amount of twice the charge applicable to Platte Canyon users.
- Grant is required to provide the name of the owner, the address and legal description of the property served, the size of the sewer tap, and any other information required by Platte Canyon to determine the single family equivalency of the tap.
- Platte Canyon has the right to inspect the installation of the connection to Platte Canyon facilities and all Grant's sewer facilities located within the designated service area. Grant is required to provide three days written advance notice before installing or permitting the installation of facilities within the service area.
- All Grant facilities are to be constructed in accordance with Platte Canyon engineering standards and specifications.
- Grant is required to provide record drawings to Platte Canyon of all facilities installed in accordance with the Agreement.
- Grant agrees to indemnify Platte Canyon.
- Grant agrees to abide by the terms and conditions of Platte Canyon's sewer treatment agreement with the City of Littleton.

Term

Perpetual.

Monitoring Requirements

Platte Canyon should monitor all sewer connections made within the service area and ensure that sewer connection charges have been paid and tap permits issued.

Platte Canyon should confirm payment of sewer service charges if imposed.

Grant Water and Sanitation District
Addendum to Intergovernmental Agreement dated February 25, 1975
(November 1, 1994)

Parties:

Grant Water and Sanitation District (Grant) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

To amend the Grant - Platte Canyon Agreement of February 25, 1975 to provide a second location for Grant to connect to the Coon Creek sewer main and to set forth Grant's rights and obligation with regard to construction of the "South Sheridan sewer line" (Sheridan line).

Payment Obligation

Tap Fees

No change from the February 25, 1975 Agreement.

Maintenance, Repair and Replacement Costs

In regard to the Sheridan line, Grant is required to pay 96% of all operation, maintenance, repair and replacement costs, including administrative, legal and engineering costs.

Administrative and Maintenance Provisions and Obligations

- The Agreement recognizes that Grant presently discharges sewage to the Coon Creek sewer main at a point located at W. Bowles Ave., 315 feet west of the intersection of S. Jay Dr. and W. Bowles Ave.
- The Agreement provides for a second point of connection to the Coon Creek sewer main at a point located in W. Leawood Dr. between S. Benton Wy. and S. Chase St.
- The Agreement recognizes and describes a sewer main to be constructed by Grant (Sheridan line) to transport sewage from Grant to the second point of connection. Said sewer main is to be 3,405 feet long and extend from S. Sheridan Blvd. and W. Bowles Ave. to the second point of connection as depicted on a drawing attached to the Agreement. It is to be constructed in three phases and is the subject of a separate

Intergovernmental Agreement between Grant and Platte Canyon dated November 1, 1994.

- The Sheridan line is to be owned, operated and maintained by Platte Canyon and Grant is to have no proprietary or ownership interest in the pipe.
- Grant is entitled to discharge sewage from 1,553 single-family equivalent taps through the Sheridan line provided that the volume of flow contributed by Grant does not exceed 1,788,000 gallons per day, peak flow.
- The Agreement confirms that Grant has capacity in the Coon Creek sewer main for 5,000 single family equivalent taps and said capacity is not enlarged by this Agreement.
- Platte Canyon has the right to require Grant to construct a sewer metering vault and meter at Grant's expense at or near the intersection of W. Bowles Ave. and S. Sheridan Blvd. The meter facilities, if constructed, are to be owned, operated and maintained by Platte Canyon.
- Grant is required to pay 96% of all operation, maintenance, repair and replacement costs for the Sheridan line, including administrative, legal and engineering costs.
- Grant is allowed to examine and audit Platte Canyon's maintenance records.
- Grant agrees to indemnify Platte Canyon.
- Platte Canyon is allowed to suspend Grant's right to issue sewer taps for discharge to the Sheridan line if necessary to protect public health, welfare or safety.
- Grant is required to maintain general liability insurance at levels prescribed by the Agreement and name Platte Canyon as an additional insured on the policy.
- Grant agrees to written notice to Platte Canyon of the name of the owner, and the address and legal description of each property connected to the Sheridan line. In addition, a fixture computation record is to be provided for each non-residential property.

Term

The Agreement remains in effect until terminated by mutual agreement.

Monitoring Requirements

Platte Canyon must monitor and document all operation, maintenance, repair and replacement costs for the Sheridan line and bill Grant 96% of said costs.

Platte Canyon should monitor and confirm receipt of the addresses and type of use for each property connected to Grant sewer mains that ultimately connect to the Sheridan line.

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 Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

Provides for the City of Littleton (Littleton) to accept, transport, treat and dispose of all wastewater transmitted to Littleton from Platte Canyon's "service area". The point of connection to Littleton facilities is defined as Littleton's manhole number 13 at Santa Fe Dr., approximately 650 feet south of W. Crestline Ave.

Payment Obligation

Tap Fees: The Agreement requires that a tap permit to be purchased from Littleton prior to connection being made to Platte Canyon's sewer mains. Platte Canyon 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 Platte Canyon's customers a sewer service charge or fee which may be amended from time to time. The Agreement allows Platte Canyon to choose whether to have Littleton assess said fees directly to property owners, or to directly assess Platte Canyon for all Platte Canyon 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 Platte Canyon's connection point to Littleton facilities as being Littleton's manhole number 13 at Santa Fe Dr., approximately 650 feet south of W. Crestline Ave.

- Sewage delivered by Platte Canyon 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 Platte Canyon exceed prescribed standards.
- Littleton standards, ordinances and regulations including ordinances relating to pretreatment of industrial sewage, are applicable to Platte Canyon and its users. Littleton agrees to notify Platte Canyon 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 Platte Canyon, 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.”
- Platte Canyon 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 Platte Canyon.
- Platte Canyon agrees to allow Littleton to inspect all sanitary sewer construction undertaken by Platte Canyon.
- Platte Canyon agrees to provide “as constructed” drawings of all sewer mains, manholes and appurtenances to Littleton.
- Platte Canyon agrees to annually provide a map of the District’s boundaries.
- All connections made to the sewer mains of Platte Canyon 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
- Platte Canyon agrees to compel property owners to connect to Platte Canyon 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 Platte Canyon.

- Platte Canyon 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 Platte Canyon 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 Platte Canyon’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 Platte Canyon’s sewer mains. Platte Canyon 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 Platte Canyon properties served by Littleton.
- The parties agree that any land within Platte Canyon that is annexed into Littleton shall be charged the same rate as all other Littleton residents.
- The Agreement contains an exhibit describing Platte Canyon’s service area which includes potential growth areas outside of Platte Canyon’s legal boundaries.
- Platte Canyon is limited to 10,000 single family or equivalent sewer taps when fully developed.
- Platte Canyon 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 Platte Canyon nor properties within Platte Canyon 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.
- Platte Canyon 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 Platte Canyon’s sanitary sewer facilities and charge property owners with unauthorized connections twice the amount of Littleton’s tap fee. Platte Canyon 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 Platte Canyon.
- Platte Canyon 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.
- Platte Canyon agrees to notify Littleton six months in advance of proposed capital improvements in order to allow Littleton to become a party to such plans.
- Platte Canyon agrees to provide sewage chlorination services in Platte Canyon owned sewer mains if required by the Colorado Department of Health.
- The Agreement terminates and supersedes the City of Littleton -Platte Canyon Sewer Agreement dated February 2, 1971.
- The Agreement provides that it has no effect on six other sewer service agreements between Platte Canyon, Littleton, 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 with 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 Connection Agreement
March 26, 2002

Parties:

City of Littleton (Littleton) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

To enable Littleton to connect to and transport sewage through Platte Canyon's sanitary sewer system, including the Platte River Sewage Lift Station, to serve 15 single-family and 70 multi-family units within the Belmont Subdivision, Watson Lane Subdivision Filing No. 1 and three properties described as the Bowles Avenue properties.

Payment Obligations

Tap Fees

Littleton or each property owner is required to pay a sewer tap fee to Platte Canyon in the amount of \$1,200, which amount is subject to change upon 30 days written notice to Littleton.

Service Fees

Platte Canyon has the right to impose sewer service charges upon those properties receiving service under the Agreement as long as the charges are not disproportionately greater than sewer service charges imposed on Platte Canyon users.

Operating and Maintenance Cost

Littleton agrees to pay a proportionate share of the operating, maintenance, repair and capital costs for the Platte River Sewage Lift Station.

Administrative and Maintenance Obligations

- The agreement enables Littleton to discharge sewage from three specified geographic areas into Platte Canyon's sanitary sewer collection system; Belmont Subdivision, Watson Lane Subdivision Filing No. 1 and Bowles Ave. properties) (3200, 3410, and 3430 W. Bowles Ave.).
- The Service Area may be enlarged with the written approval of Platte Canyon.

- Littleton is allowed to make two connections to Platte Canyon's sewer system at the locations to be approved in advance by Platte Canyon. Said connections are to be made in compliance with Platte Canyon engineering standards and specifications.
- The connections to Platte Canyon's sewer system are to be owned, operated and maintained by Platte Canyon.
- All sewer mains and related facilities connected to Platte Canyon's sewer system are to be owned, operated and maintained by Littleton.
- Sewer service is limited to 70 single-family equivalent residential units in the Belmont Subdivision, and 15 single-family equivalent residential units in the Watson Lane Subdivision and Bowles Avenue properties areas.
- Littleton or the individual property owner is required to obtain a Platte Canyon sewer tap permit prior to connecting to Platte Canyon's or Littleton's sewer system. The permit applicant is required to supply Platte Canyon with the size of the sewer tap, the name of the property owner and the address and legal description of the property to be served.
- Littleton or the property owner is required to pay a sewer tap fee in the amount of \$1,200 per tap which is subject to change upon 30 days written notice.
- Platte Canyon is allowed to assess service fees upon properties served under the Agreement as long as the fees are not disproportionately greater than fees assessed upon to Platte Canyon residents.
- Littleton is required to pay a proportionate share of the operating, maintenance, repair and replacement costs for the Platte River Sewage Lift Station.
- Platte Canyon has the right to observe the construction of the connections to its sewer system and Littleton is required to provide a minimum of three days notice prior to commencing construction.
- Platte Canyon has the right to inspect sewer mains and facilities within the Service Area for the purpose of determining compliance with the terms of the Agreement.
- Littleton agrees to police its sewer mains to ensure compliance with the terms of the Agreement.
- Littleton is required to bear the costs for constructing the connections to Platte Canyon's sewer system and for the sewer mains and facilities connected to the connections.
- Littleton is required to obtain Platte Canyon approval of construction plans prior to beginning construction of any extension, addition, or replacement of any facility connected to Platte Canyon's sewer system.

- Littleton is required to provide at least four days notice to Platte Canyon prior to commencement of any construction contemplated under the Agreement.
- Littleton agrees to indemnify Platte Canyon.
- The Agreement provides that Platte Canyon does not warrant that its sewer system will be free from interruption caused by accidents or repairs beyond its control.
- The parties agree to Platte Canyon's rules and regulations will be enforceable within the Service Area.

Term

Perpetual.

Monitoring Requirements

Platte Canyon should monitor the Service Areas to determine that tap permits have been issued and tap fees paid for all properties being served under the Agreement.

The Platte River Sewage Lift Station had been abandoned so there is no need to monitor or assess a proportionate share of costs for operation or maintenance of the lift station.

Platte Canyon should ensure that properties served under the Agreement are assessed sewer service charges in the event it imposes charges on Platte Canyon residents.

City of Littleton
Watson Lane Reserve Subdivision Sewer Agreement
(Amending the Sewer Agreement dated March 26, 2002)
September 18, 2018

Parties:

City of Littleton (Littleton) and Platte Canyon Water and Sanitation District (Platte Canyon).

Purpose

To restate and amend the sewer Agreement between Platte Canyon and Littleton dated March 26, 2002 to amend the sewer service boundary and number of single-family equivalent taps allowed to connect to Platte Canyon's sewer system.

Payment Obligations

Littleton agrees to pay or cause to be paid Platte Canyon's existing sewer tap fee for all additional taps connected to Platte Canyon or Littleton sewer mains within the prescribed service area. Littleton also agrees to pay its proportionate share of all operation, maintenance, repair, and capital costs incurred by Platte Canyon annually in operating and maintaining the portion of Platte Canyon's collection system utilized by Littleton.

Platte Canyon retains the right to charge sewer fees to customers served in accordance with the agreement so long as they are not disproportionately greater than fees charged to Platte Canyon customers.

Administrative and Maintenance Provisions and Obligations

- The Agreement reconfirms the service area described in the March 6, 2002 and August 15, 1983 agreements, but renames some of the subdivisions within the service area.
- The Agreement reconfirms the points of connection to Platte Canyon's sewer system and states that said points of connection must comply with Platte Canyon's engineering standards and will be owned and maintained by Platte Canyon.
- The Agreement allows Littleton to connect four additional single-family equivalent sewer taps to Platte Canyon's sewer system in addition to the previously authorized 85 taps. The Agreement specifies the methodology to be used to determine the number of single-family equivalent taps for non-residential connections.
- The Agreement states that all sewer mains connected to Platte Canyon's system will be owned and maintained by Littleton and must comply with Platte Canyon engineering standards.

- Littleton is required to obtain or cause to be obtained tap permits for all new taps connected to Platte Canyon's sewer system.
- Littleton is required to pay or cause to be paid Platte Canyon's existing sewer tap permit fees for all new sewer taps connected to Platte Canyon's sewer system.
- The agreement grants Platte Canyon the right to impose sewer service fees upon those Littleton residents who receive sewer service under the Agreement, as long as the fees are not disproportionately greater than fees imposed on Platte Canyon residents.
- Littleton is required to pay a proportionate share of all operation, maintenance, repair and capital costs incurred by Platte Canyon annually in operating and maintaining the portion of the Platte Canyon sewer system utilized by Littleton. Platte Canyon agrees to determine, and bill said costs "as soon as reasonably practical following the end of each calendar year, but no later than March of each year."
- Platte Canyon has the right to observe the installation of all points of connection to its sewer system, the construction and/or replacement of all Littleton sewer lines constructed within the service area, and the installation of each new or replaced sewer service connection. Littleton is required to provide a minimum of three days prior notice of any work described above.
- Platte Canyon has the right to inspect Littleton's sewer lines and facilities located within the service area for the purpose of determining compliance with the terms of the Agreement
- Littleton agrees to use its best efforts to police its sewer service lines and facilities located within the service area for the purpose of determining compliance the terms of the Agreement.
- Littleton agrees to obtain Platte Canyon's approval of construction plans for sewer connections and sewer mains and facilities within the service area prior to authorizing construction. Littleton agrees to provide a minimum of four days prior notice to Platte Canyon in advance of any construction.
- Littleton agrees to indemnify Platte Canyon against any negligent act or omission in connection with the performance of the Agreement.
- Platte Canyon does not warrant that its sewer system will be free from interruption caused by accidents or repairs or causes beyond its control and is not liable for any damages incurred as a result of interruption of service.

Term

The Agreement remains in full force and effect until terminated by mutual Agreement, with the exception that Littleton can unilaterally terminate the Agreement if it desires to provide sewer service to the service area in another manner.

Monitoring Requirements

Platte Canyon must determine the costs of operation, maintenance, repair and replacement of all sewer mains utilized by Littleton at the end of each year and bill Littleton for its proportionate share of said costs prior to March of the following year.

Platte Canyon should annually ensure that tap fees have been paid for all connections made within the service area of the Agreement.

Lochmoor Water and Sanitation District
Intergovernmental Agreement for Sanitary Sewer Maintenance Services
November 14, 2006

Parties:

Lochmoor Water and Sanitation District (Lochmoor) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

To define the terms and conditions under which Platte Canyon agrees to provide maintenance services for Lochmoor's sanitary sewer collection system and limited administrative services related to the operation and maintenance of said system.

Payment Obligations

Lochmoor agrees to pay Platte Canyon for services rendered at the hourly rates set forth in the Agreement and as amended from time to time upon 30 days written notice to Lochmoor. Lochmoor agrees to reimburse Platte Canyon for materials supplied to Lochmoor at cost plus 15%. Platte Canyon agrees to submit monthly invoices for services and materials supplied to Lochmoor, and Lochmoor agrees to pay said invoices within 30 days or receipt.

Administrative and Maintenance Obligations

- Platte Canyon agrees to provide sanitary sewer maintenance and limited administrative services to Lochmoor as set forth in the Agreement.
- In August or September of each year a representative of Platte Canyon is required to meet with a representative of Lochmoor to obtain information necessary to evaluate Lochmoor's sanitary sewer maintenance needs for the ensuing year. Lochmoor is also to provide a list of administrative services it would like Platte Canyon to perform in the ensuing year.
- Based on the services requested by Lochmoor, Platte Canyon agrees to provide a detailed written proposal describing its recommendations for maintenance and administrative services and the estimated costs for providing said services. If approved by Lochmoor, the proposal is to be attached to the Agreement and become a part thereof. Lochmoor agrees to budget and appropriate sufficient revenues to fund the services set forth in the proposal.

- Platte Canyon agrees to provide the services as set forth in the proposal.
- Lochmoor assumes responsibility and authority for determining policies, goals, procedures and requirements for administration and maintenance of its sewer system. Lochmoor waives, relinquishes and exonerates Platte Canyon from any claims, demands or liability that relate to Platte Canyon's recommendations for levels of maintenance or maintenance tasks.
- The Agreement may be terminated by either party upon 30 days written notice. Lochmoor is obligated to pay for only those services provided by Platte Canyon to the date of termination.
- Platte Canyon is operating as an independent contractor to Lochmoor and not as an agent or employee.
- Platte Canyon is granted limited authority to order materials, rent equipment, and hire independent contractors and to bind Lochmoor to pay for them, provided the costs do not exceed \$1,000 per month for non-emergency services and \$10,000 per month for any single emergency service.
- Equipment rented or purchased for the exclusive use of Lochmoor shall be done in Lochmoor's name and Lochmoor shall be obligated under the purchase or rental contract.
- Platte Canyon's obligation to provides services to Lochmoor is contingent upon the availability of manpower and equipment at the time services are required. Platte Canyon shall notify Lochmoor in the event manpower and equipment is not available to perform services when required, but shall assist Lochmoor in obtaining alternative services.
- Lochmoor agrees to maintain specified insurances coverages and designate Platte Canyon as an additional insured under the policies.
- Lochmoor agrees to indemnify and defend Platte Canyon from and against any and all claims, demands and liability of whatsoever kind of nature.

Term

The Agreement is in effect for one year and is automatically extended for successive one year periods with no notice required unless either party provides written notice to terminate or amend the Agreement. Any proposed changes to the Agreement shall be negotiated by the parties no later than October of each year for consideration in the ensuing year's budget.

Monitoring Requirements

Platte Canyon is obligated to annually meet with a representative from Lochmoor to obtain information necessary to prepare a proposal for administrative and maintenance services.

Each year in August or September Platte Canyon must prepare a detailed recommendation for administrative and maintenance services to be provided to Lochmoor in the ensuing year.

Platte Canyon should, but is not obligated to, evaluate and revise hourly rates to be charged for labor and equipment services supplied to Lochmoor.

Platte Canyon must prepare monthly invoices for services provided to Lochmoor.

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.

**Roxborough Water and Sanitation District and City of Littleton, Colorado Sewer
Utility Enterprise
Intergovernmental Agreement Regarding Cost Sharing for Use of Shared Pipe
October 27, 2006**

Parties:

Roxborough Water and Sanitation District (Roxborough), City of Littleton, Colorado Sewer Utility Enterprise (Littleton) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

To define the terms, conditions, rights, responsibilities and obligations of the parties relative to construction, ownership, operation and maintenance of a shared sewer pipe.

Payment Obligations

Shared Pipe Construction and Related Costs

The parties agree to share the costs of construction and related costs for a shared sewer pipe in accordance with a cost sharing allocation prescribed in the Agreement, said allocation being 7.4% to Littleton, 46.2% to Platte Canyon and 46.4% to Roxborough.

Maintenance Costs

The parties agree to share the costs of maintenance of the shared pipe with said costs allocated 7.4% to Littleton, 46.2% to Platte Canyon and 46.4% to Roxborough.

Administrative and Maintenance Obligations

- The Agreement describes Roxborough's intention to construct a sanitary sewer pipeline from the District to approximately W. Belleview Ave. and S. Santa Fe Dr., a portion of which is to be a force or pressure sewer main and a portion of which is to be a gravity sewer main.
- The location of the gravity pipe is shown on Exhibit A attached to the Agreement.
- Roxborough agrees to allow Platte Canyon and Littleton to access and use a portion of the gravity pipeline and to design and construct the pipeline with sufficient capacity to serve each party's needs

- Platte Canyon agrees to acquire capacity in a portion of the gravity pipeline (shared pipe) for the purpose of bypassing and abandoning the Platte River Sewage Lift Station.
- The location of the shared pipe is shown on Exhibit B attached to the Agreement.
- In exchange for capacity in the shared pipe, Platte Canyon and Littleton agree to pay a proportionate share of the construction and related costs and future operation maintenance costs of the facility.
- The parties acknowledge Roxborough's need to obtain various governmental approvals for construction of the shared pipe and agree that Roxborough will refund all payments made by Platte Canyon and Littleton if said approvals are not obtained or the sewer main is not constructed.
- The parties agree that Roxborough will control the design and construction of the shared pipe.
- Roxborough agrees to provide final design plans and specifications for the shared pipe to Platte Canyon and Littleton. In finalizing the design and constructing the shared pipe, Roxborough agrees to not interfere with Platte Canyon's ability to connect to the shared pipe in a manner that will enable it to abandon its sewage lift station.
- Roxborough is granted the right to approve all change orders for construction of the shared pipe and Platte Canyon and Littleton agree to pay their allocated percentage of said change orders. Roxborough agrees to notify Platte Canyon and Littleton of the need to authorize change orders and further agrees to allow the parties three days to review individual change orders that exceed 5% of the initial project construction cost.
- The Agreement defines a dispute resolution process for resolving disagreements over the issuance of change orders that are disapproved by Platte Canyon and/or Littleton.
- Roxborough agrees to provide to Platte Canyon and Littleton a schedule for construction of the shared pipe.
- The parties agree to pay their proportionate share of the shared pipe construction costs and related costs. Construction costs are defined as direct purchase costs of contracted or Roxborough furnished materials, construction contract payments, and payments made directly by Roxborough to third parties for easements or rights of way for the shared pipe. Related costs are defined as internal and overhead costs incurred by Roxborough including the costs for design, contract administration, review, survey, inspection, material testing, legal fees, publication costs and costs for posting notices. Related costs are agreed to be 23% of actual shared pipe construction costs.
- Estimated shared pipe construction costs are \$1,250,000.

- The allocation of construction costs and related costs is fixed at 7.4% to Littleton, 46.2% to Platte Canyon and 46.4% to Roxborough.
- The payment schedule for Platte Canyon and Littleton calls for payment of one third of each party's proportionate share of estimated construction and related costs upon initiation of construction, one third upon Roxborough's notice of expenditure of 50% of estimated construction and related costs and one third within 30 days of Roxborough's notice of completion of construction.
- Roxborough agrees to reconcile payments made by Platte Canyon and Littleton to actual costs within 90 days of completion and acceptance of construction.
- The Agreement states that Roxborough requires 4.766 million gallons per day capacity in the shared pipe, Platte Canyon requires 4.747 million gallons per day and Littleton requires 0.755 million gallons per day for a total of 10.268 million gallons per day capacity, thus creating 2.675 million gallons per day excess capacity. The excess capacity is allocated to the parties as follows: 1.24 million gallons per day to Platte Canyon, 1.24 million gallons per day to Roxborough and 0.20 million gallons per day to Littleton.
- The Agreement specifies that Platte Canyon's connection to the shared pipe shall be near the Platte River Sewage Lift Station at a point determined by Platte Canyon and approved by Roxborough. The costs for connecting to the shared pipe are the sole responsibility of Platte Canyon and Littleton.
- The parties agree to share the costs of maintenance of the shared sewer with the costs allocated 7.4% to Littleton, 46.2% to Platte Canyon and 46.4% to Roxborough. Prior to incurring any maintenance expense in excess of \$25,000, the then owner of the shared pipe is to provide the other parties with copies of bids for the work and allow them to provide reasonable comment and input.
- Platte Canyon is allowed to transfer its rights under the Agreement to any entity that becomes a successor-in-interest to Platte Canyon's sewer system.
- Roxborough does not warrant that the gravity flow pipe will be free from interruption caused by accidents or repairs or causes beyond its control.
- Littleton agrees to accept ownership of the gravity flow pipe from Roxborough when Roxborough repays its loan to the Colorado Water Resources and Power Development Authority.

Term

The Agreement remains in force until terminated by mutual agreement of the parties.

Monitoring Requirements

None.

South Suburban Park and Recreation District Sewer Connection Agreement

Parties:

South Suburban Park and Recreation District and Platte Canyon Water and Sanitation District

Purpose

To enable South Suburban Park and Recreation District to make one sewer connection to Platte Canyon's sewer collection system in order to serve a restroom facility at a specified location along the Mary Carter Greenway Trail.

Payment Obligation

Tap Fees

South Suburban Park and Recreation District agrees to pay a sewer tap fee in the amount of \$1,250 per single family equivalent tap.

Service Charge

Platte Canyon reserves the right to impose a reasonable service fee.

Administrative and Maintenance Provisions and Obligations

- South Suburban Park and Recreation District is authorized to make a connection to Platte Canyon's sewer system at a point designated by Platte Canyon to serve a restroom facility to be constructed upon a site described on Exhibit A attached to the Agreement.
- South Suburban Park and Recreation District agrees to obtain a sewer tap permit from Platte Canyon.
- South Suburban Park and Recreation District agrees to pay Platte Canyon a sewer tap fee in the amount of \$1,250 per single family equivalent tap. The agreement specifies the methodology to determine the sewer tap equivalency for the tap authorized by the agreement.
- Platte Canyon retains the right to inspect the installation of the tap to confirm compliance with the agreement and Platte Canyon regulations.
- Platte Canyon does not warrant that sewer service will be free from interruption and South Suburban Park and Recreation District waives and releases all claims against Platte Canyon for damages or stoppages resulting from interruption of service.

- Platte Canyon rules and regulations are enforceable with respect to the connection.
- Sewer Service is restricted to a single restroom facility and any change or expansion in use requires prior written approval from Platte Canyon.

Term

The agreement remains in effect until terminated by mutual agreement.

Monitoring Requirements

Platte Canyon should periodically inspect the site of the restroom facility to confirm there is no change or expansion of service.

Southwest Metropolitan Water and Sanitation District Sewer Agreement of April 10, 1962

Parties:

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

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 is 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.

Southwest Metropolitan 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:

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

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.

Southwest Metropolitan 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

Verify that Southwest Metropolitan has been paid all tap fees required to be paid by the Agreement.

Southwest Metropolitan Water and Sanitation District Water Service Agreement of 1985

Parties:

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

Purpose

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

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.

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.

**Southwest Metropolitan Water and Sanitation District and
Dutch Creek Homeowner's Association
Sewer Service Agreement of
May 13, 1991**

Parties:

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

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.

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

Parties:

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

Purpose

To establish the respective 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 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 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 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 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 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 for its 50% share of said costs.

Southwest Metropolitan Water and Sanitation District Water Connection Agreement of September 28, 1999

Parties:

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

Purpose

Provides for Platte Canyon to provide water service to a 10.3 acre tract of land within Southwest 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 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 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.

Administrative and Maintenance Provisions and Obligations

- Platte Canyon agrees to provide water service to a 10.3 acre tract of land located within Southwest 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 is authorized to make two connections to Platte Canyon owned 12-inch water mains in S. Peirce St. and W. Coal Mine Ave. Southwest 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 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 obtains no ownership interest in Platte Canyon's water distribution system.
- Southwest 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 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 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 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 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 or in the event Platte Canyon's Distributor Contract with Denver Water is terminated.
- Platte Canyon reserves the right to require that Southwest 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.

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

Parties:

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

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's 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.

**Southwest Metropolitan Water and Sanitation District
Intergovernmental Agreement for Joint Office
and Garage Facility - January 1, 2019**

Parties:

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

Purpose

To enable Southwest Metropolitan and Platte Canyon 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 to be construed as a multi-year financial obligation in compliance with the TABOR Amendment.
- Southwest Metropolitan agrees to insure the Office and Garage Facility and name Platte Canyon as an additional insured on the policy. Platte Canyon agrees to pay 30% of the cost of the insurance.
- Both Districts agree to maintain comprehensive general liability insurance at limits specified in the Agreement.
- The parties agree to cooperate in the use of the Office and Garage Facility and discuss operation of the building at least once per year, preferably in November or December.
- Upon termination of the Agreement the building and site improvements are to be appraised and Southwest Metropolitan is required to pay Platte Canyon 30% of the appraised value. If there is disagreement over the appraised value, the parties are required to seek binding arbitration.

Term

The Agreement terminates on December 31, 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.

Valley Sanitation District
Intergovernmental Agreement for Sanitary Sewer Maintenance Services
June 22, 2007

Parties:

Valley Sanitation District (Valley) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

To prescribe the terms and conditions under which Platte Canyon agrees to provide administrative and facility operation and maintenance services to Valley.

Payment Obligation

Valley agrees to pay Platte Canyon for services rendered at the hourly rates set forth in the Agreement and amended upon 30 days notice to Valley. Valley agrees to compensate Platte Canyon for materials supplied to Valley at cost plus 15%. Platte Canyon agrees to submit monthly invoices for services and materials supplied to Valley, and Valley agrees to pay said invoices within 30 days of receipt.

Administrative and Maintenance Provisions and Obligations

- Platte Canyon agrees to provide administrative and sanitary sewer maintenance services to Valley as set forth in the Agreement.
- In August or September of each year a representative of Platte Canyon is required to meet with a representative of Valley to obtain information necessary to evaluate Valley's sanitary sewer maintenance needs for the ensuing year. Valley is also to provide a list of administrative services it would like Platte Canyon to perform in the ensuing year.
- Based on the services requested by Valley, Platte Canyon agrees to provide a detailed written proposal describing its recommendations for maintenance and administrative services and the estimated costs for providing said services. If approved by Valley, the proposal is to be attached to the Agreement and become a part thereof. Valley agrees to budget and appropriate sufficient revenues to fund the services set forth in the proposal.
- Platte Canyon agrees to provide the services as set forth in the proposal.

- Valley assumes responsibility and authority for determining policies, goals, procedures and requirements for administration and maintenance of its sewer system. Valley waives, relinquishes and exonerates Platte Canyon from any claims demands or liability that relate to Platte Canyon's recommendations for levels of maintenance or maintenance tasks.
- The Agreement may be terminated by either party upon 30 days written notice. Valley is obligated to pay for only those services provided by Platte Canyon to the date of termination.
- Platte Canyon is operating as an independent contractor to Valley and not as an agent or employee.
- Platte Canyon is granted limited authority to order materials, rent equipment, and hire independent contractors and to bind Valley to pay for them, provided the costs do not exceed \$1,000 per month for non-emergency services and \$10,000 per month for any single emergency service.
- Equipment rented or purchased for the exclusive use of Valley shall be done in Valley's name and Valley shall be obligated under the purchase or rental contract.
- Platte Canyon's obligation to provides services to Valley is contingent upon the availability of manpower and equipment at the time services are required. Platte Canyon shall notify Valley in the event manpower and equipment is not available to perform services when required, but shall assist Valley in obtaining alternative services.
- Valley agrees to maintain specified insurances coverages and designate Platte Canyon as an additional insured under the policies.
- Valley agrees to indemnify and defend Platte Canyon from and against any and all claims, demands and liability of whatsoever kind of nature.

Term

The Agreement is in effect for one year and is automatically extended for successive one year periods with no notice required unless either party provides written notice to terminate or amend the Agreement. Any proposed changes to the Agreement shall be negotiated by the parties no later than October of each year for consideration in the ensuing year's budget.

Monitoring Requirements

Platte Canyon is obligated to annually meet with a representative from Valley to obtain information necessary to prepare a proposal for administrative and maintenance services.

Each year in August or September Platte Canyon must prepare a detailed recommendation for administrative and maintenance services to be provided to Valley in the ensuing year.

Platte Canyon should, but is not obligated to, evaluate and revise hourly rates to be charged for labor and equipment services supplied to Valley.

Platte Canyon must prepare monthly invoices for services provided to Valley.

**Vintage Reserve Metropolitan District
Intergovernmental Agreement
November 16, 2007**

Parties:

Vintage Reserve Metropolitan District (Vintage Reserve) and Platte Canyon Water and Sanitation District (Platte Canyon)

Purpose

To prescribe the terms and conditions under which Platte Canyon will accept the formation of Vintage Reserve Metropolitan District within the boundaries of Platte Canyon.

Payment Obligation

The Agreement specifies the Vintage Reserve will not interfere with, preclude or prevent Platte Canyon from enforcing and collecting any rate, fee, toll, charge or property tax.

Administrative and Maintenance Provisions and Obligations

- Vintage Reserve acknowledges that property within its boundaries is subject to all rules, regulations, procedures, requirements, engineering standards and specifications of Platte Canyon. Further, in the event of conflicts between Platte Canyon and Vintage Reserve rules, regulations, procedures, requirements and engineering standards, Platte Canyon's shall control.
- Vintage Reserve acknowledges that in regard to water and sewer service the District is organized for the limited purpose of financing, acquiring and construction potable water and sanitary sewer facilities for ultimate dedication to Platte Canyon.
- Vintage Reserve does not have the 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 service facilities outside its boundaries.
- Vintage Reserve's power to finance construct and/or acquire potable water or sanitary sewer service facilities automatically terminates when water and sewer facilities contemplated in its service plan are dedicated to Platte Canyon.
- Vintage Reserve may not expand its boundaries without Platte Canyon written approval.

Term

Perpetual.

Monitoring Requirements

None.