

RWS81SEW

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: RAILHEAD WATER AND SANITATION DISTRICT

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SEWER SERVICE AGREEMENT,
RAILHEAD WATER AND SANITATION DISTRICT PRETREATMENT PROGRAM, CONNECTING THE
CITY'S TRUNK AND OUTFALL SEWER LINES, SUPPLEMENTAL AGREEMENT, RESOLUTION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1981

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

SUPPLEMENTAL
SEWER SERVICE AGREEMENT

WHEREAS, the Railhead Water and Sanitation District ("District") is a special district organized and existing under the laws of the State of Colorado, and providing a sewage system to certain lands within the County of Mesa ("County") State of Colorado, and within the Persigo Wastewater Treatment Plant 201 Service Area; and

WHEREAS, the collection and treatment of sewage from the District by the City of Grand Junction ("City") as Manager/Operator of the regional wastewater system for the Persigo service area is provided for by Agreement dated SEPTEMBER 2 19 81, and as supplemented by Agreement dated ~~SEPTEMBER 2 1981~~; and

WHEREAS, the District has on January 31, 1984 adopted a Resolution numbered NO approving, adopting, and incorporating the Industrial Pretreatment Ordinance passed by the Grand Junction City Council on January 4, 1984; and

WHEREAS, said Resolution provides for delegation to the City of administrative and enforcement power concerning the District's pretreatment program;

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Delegation of Pretreatment Powers. The District hereby delegates to the City, and the City hereby accepts, joint administrative, managerial, and enforcement authority concerning the District pretreatment program as applied to industrial users of the City's and County's regional wastewater system. The City will act as the District's agent in pretreatment matters to the extent necessary to allow direct regulatory and health-related control by the City over industrial users within the District.

2. Intent of the District. It is the intent of the Board of Directors of the District to authorize the City to act as its agent in pretreatment matters so as to enable the City and County to comply with all federal and state grant and discharge permit requirements applicable to the City and the Persigo 201 Service Area.

3. Intent of the City. It is the intent of the City Council to exercise this authority on behalf of the District, other connector districts, the County, and all users of the regional wastewater system so as to cooperatively administer a uniform, and non-discriminatory pretreatment program encompassing the

entire Persigo 201 Service Area consistent with all state and federal requirements.

4. Term of Contract. The term of this Agreement shall extend for thirty years, or until the underlying sewer service agreements are terminated, whichever occurs sooner.

5. Repealer. All prior acts, orders, resolutions, ordinances, agreements or parts thereof, of the Board of Directors of the District or the City Council in conflict with this Supplemental Sewer Service Agreement are hereby repealed, except that this repealer shall not be construed to revive any such act, order, resolution, or part thereof heretofore repealed.

6. Effective Upon Passage. This Supplemental Sewer Service Agreement shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this 31 day of January, 1984.

*Railhead Water
& Sanitation
(DISTRICT)
(SEAL)*

Railhead Water & Sanitation _____ District

By/s/ *Jerome P. Fossenier*

ATTEST:

Walter E. Gardner

Secretary, Board of Directors

Name Jerome P. Fossenier
President, Board of Directors

ADOPTED AND APPROVED this 18 day of April, 1984.

(CITY)
(SEAL)
(ATTEST:

CITY OF GRAND JUNCTION, CO

By/s/ _____

Theresa J. Martinez
Deputy City Clerk

Name *John H. Hucew*
President of the Council

RESOLUTION NO. NA

A RESOLUTION OF THE Railhead Water & Sanitation
DISTRICT ESTABLISHING AN INDUSTRIAL PRETREATMENT PROGRAM BY
CONCURRENCE IN AND ADOPTION OF THE CITY OF GRAND JUNCTION'S
PROGRAM, AND PROVIDING FOR DELEGATION OF PROGRAM ADMINISTRA-
TION AND ENFORCEMENT AUTHORITY TO THE CITY IN ORDER TO COMPLY
WITH APPLICABLE FEDERAL AND STATE WATER QUALITY REQUIREMENTS.

WHEREAS, Railhead Water & Sanitation District
is a special district providing a sewerage system in a portion of the County
of Mesa, Colorado; and

WHEREAS, the transmission and treatment of sewage from the District is
provided by the City of Grand Junction as Manager/Operator of the City's and
County's regional wastewater treatment system; and

WHEREAS, Clean Water Act grant requirements and state NPDES discharge
permit conditions require the wastewater plant owners and managers to possess
and exercise direct physical and legally enforceable control over industrial
users concerning pretreatment of industrial wastes; and

WHEREAS, in order to accomplish this goal each connecting special Sanita-
tion District within the Persigo 201 Service Area must adopt uniform pretreat-
ment program and contractually authorize the Plant Manager/Operator to enforce
that program on the District's behalf; and

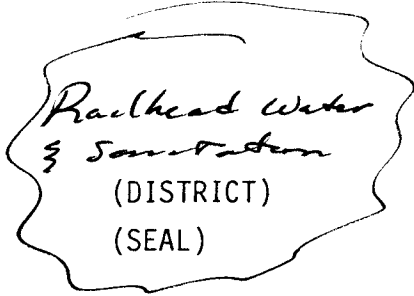
WHEREAS, the City has submitted to the District a copy of its Ordinance
adopting a pretreatment program, marked as Exhibit A and incorporated herein
by reference, and has requested the District to concur in, approve, and adopt
that program or one parallel to it, and to delegate program authority to the
City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF Railhead Water
& Sanitation District :

1. The District Board of Directors, having fully examined said City
Ordinance, and having considered the federal and state pretreatment require-
ments imposed on the treatment plant Manager/Operator does hereby concur in,
approve and adopt the City of Grand Junction's Industrial Pretreatment
Ordinance found in Article X of Chapter 25 of the City Code of Ordinances,
as it appears in Exhibit A. Said ordinance shall hereupon be effective as
the District rules and regulations concerning industrial pretreatment. Penalties,
fines, and remedies for violation of any of the District's pretreatment rules
and regulations shall be as provided for in Exhibit A.

2. Except as the Board of the District may otherwise contract, the District shall retain all jurisdiction and autonomy over the District and its collection system.

PASSED and ADOPTED this 31 day of January, 1984.



By /s/ *Jerome P. Fossenier*

Name Jerome P. Fossenier
President of the Board

ATTEST:

Warren E. Gardner
Secretary

AGREEMENT

THIS AGREEMENT made and entered into this 2 day of September, 1981, by and between the CITY OF GRAND JUNCTION, a municipal corporation of the State of Colorado, hereinafter referred to as the "City" and the RAILHEAD WATER AND SANITATION DISTRICT, a quasi-municipal corporation of the State of Colorado, hereinafter referred to as the "District,"

W I T N E S S E T H :

WHEREAS, the District desires to construct a sanitary sewer system to provide sewer services to its residents.

WHEREAS, the City has heretofore constructed a sewage treatment plant and anticipates building a new treatment plant, which treatment plant will be adequate for the treatment requirements of the City as well as being of sufficient capacity to handle the treatment of sewage collected from the District system.

WHEREAS, because of the proximity of the District to the City and its location within the 401 boundary, it is the opinion of the City and the District that separate construction of a sewage treatment plant by the District would result in unnecessary duplication of services, and to the end that such duplication be avoided, the City shall treat the sewage of the District and provide other services in connection with the disposal of the District's sewage.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained and other good and valuable consideration, it is agreed as follows:

1. The City hereby agrees to permit the District to connect to the City's trunk and outfall sewer lines at points to be designated by the City Engineer. All expenses of connection shall be borne by the District, and all connections shall be made to conform with the requirements and standards of existing City ordinances.

2. The City agrees to furnish trunk and outfall sewer services from the point of the District connections to the City sewage treatment facilities.

3. The District agrees to install collection sewage lines within the boundaries of the District conforming with the existing size and quality standards for sewer construction within the City and as regulated by City ordinances, rules, and regulations, and that construction shall conform with the Colorado State Health Code. Construction on District collection lines will not commence until the City engineer approves the plans in writing. During the period of construction, or any enlargement or extensions of the District's system, including any future lines installed pursuant to a subdivision within the District, the District agrees to pay the expenses of a construction inspector, to be selected by mutual agreement between the City and the District, who will be on the construction scene during the construction, enlargement, or extension of the District collection lines. The construction inspector shall act as agent, during the period of construction, enlargement, or extension, for both the City and the District. Following completion of construction of the improvements and certification by a professional registered engineer that the improvements were made according to requirements of the District and the City, and following any performance tests as may be required by the City, and following the submission to the City of a set of reproducible drawings showing the system as actually built and satisfactory final inspection by the City, then the improvements will be accepted by the City for purposes of maintenance and operation. Reproducible drawings reflecting future modifications or additions of any kind will also be submitted. Upon complete reduction of the bond indebtedness by the District for the construction of the lines, the District will turn over complete ownership of the sewer system to the City along with nonexclusive easements for maintenance and repair. At such time as ownership is relinquished to the City, the District shall

be relieved from any further liability hereunder, and all costs, rights, and obligations associated with the ownership of the sewer lines shall be assumed by the City.

4. During the construction period, the District shall provide the City with all records of the type and location of individual sewer connections to the District system, i.e., residential, commercial, industrial, and the dates thereof. In the case of commercial and industrial connections, the District agrees to enforce City policies on acceptable loadings, volume, and strength of sewage.

5. After completion of the District's sewer system, individual users desiring sewer taps to the District system shall be required to pay the appropriate tap fee to the District and to obtain a hookup permit from the City. The City will provide inspection service for each individual connection to the District's system and to provide all normal and reasonable operation and maintenance service, such as flushing and rodding of the collection system, at the City's expense. Any failure of a part of the collection system, such as repair or replacement of pumping or lift stations and blockage due to slippage or cave-in, whether by reason of faulty installation or Act of God, which requires excavation and/or replacement of pipe materials, shall be made at District expense. If the City makes the repair or replacement, the City will bill the District for labor and materials plus 20% overhead; however, the District reserves the right to make said repair or replacement at its own expense. The City shall have the sole responsibility of billing individual users connected to the system once the District's sewer system is constructed and approved by the City. The City shall account to the District for the revenues collected on a regular monthly basis.

6. The City agrees to waive all sewer tap fees, but will assess plant investment fees and monthly services charges. All

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payments for tap fees to the District and plant investment fees to the City will be paid prior to the issuance of a building permit as issued by the City and County Building Department. The amount to be charged for the plant investment fee and for the monthly service charge shall be determined in accordance with Section 25-44 of the Code of Ordinance for the City of Grand Junction. The District shall set the amount to be paid for the sewer tap fee and the City agrees to collect from the individual users within the District the amount so established unless the District waives the tap fee payment for any user. The District shall notify the City in writing of the amount for the sewer tap fee and will pay such fees to the District upon receipt of payment.

7. Any tap fee collected under paragraph 6 of this agreement shall not include the charge to be made for labor and materials in making the tap from the sewer line of the District to the property line of the property to be served, and any such additional expense shall be the obligation of the party ordering such tap or the property owner. If the City installs the tap, the City will bill the party ordering such tap or the property owner for all labor and materials plus 20% overhead; however, the District reserves the right to install any such taps and charge the party ordering such tap or the property owner upon the same basis.

8. Any and all extensions or enlargements to the collection system or pumping stations of the District, including property not presently within the District, shall be the full responsibility of the District and with the approval of the City according to its specifications.

9. For single family dwellings, the District agrees to pay to the City, as a service charge for operating and maintaining the District's system, processing the District's sewage, and billing and collecting service charges and tap fees from District users, an amount each month equal to the amount charged by the City for inside the City users of single family dwelling taps. For multiple family dwellings, rooming houses, commercial properties, industrial, and manufacturing uses and any other use, the District

shall pay the same amount as charged by other users of a like classification as a monthly service charge. In addition, the City agrees to collect and remit to the District, on a monthly basis, whatever additional service charge the District shall determine. The District shall notify the City in writing of any such additional monthly service charges. In the event of a delinquency of any District user monthly service charge, the District agrees to pay the delinquent charge to the City by allowing the City to deduct the delinquent amount from District funds being collected by the City, and it shall be the District's full responsibility to collect any and all delinquent accounts and/or terminate the user.

10. If the City alters the sewer rates presently in effect for inside the City service or the plant investment fee, the amount to be paid by the District to the City for service charges or plant investment fees thereafter shall be increased (or decreased) by the same dollar amount as the increase (or decrease) in the City's inside rates and plant investment fees. The City agrees to notify the District in writing of any such change, and the increase to the District users shall be effective no earlier than the first of the month following said notice.

11. The contract shall be in full force and effect for a period of 20 years from the date hereof or upon complete reduction of the bond indebtedness of the District incurred for the construction of the collection system, whichever first occurs. If after 20 years the bond indebtedness has not been completely paid, then this contract shall be automatically extended from year to year thereafter until terminated by either party by giving to the other party a 12-month written notice of its intention to terminate. Upon termination of this agreement by complete reduction of the bond indebtedness or otherwise, the District shall grant ownership of the system to the City as provided in paragraph 3.

12. The City shall be responsible for policing the District relative to sewage materials or matters discharged into the sewer system and all users of the system will be bound by the regulations set forth in Article 25 of the Code of Ordinances of the City of Grand Junction. If any discharge is discovered in the line or lines of the District contrary to the limitations provided in this paragraph, the District agrees upon proper notice from the City to do whatever is necessary to rectify the situation immediately.

13. If it is determined that the sewers constructed by the District permit excess infiltration of surface or ground waters or do not function properly or become a nuisance problem to such an extent that some other routing from the District collection system to the interceptor line becomes necessary, the District will, at its own expense and at no expense to the City, rebuild such lines according to plans as approved by the District engineer and the City engineer.

14. Neither party shall be held liable for any damage for failure to deliver or receive disposal wastes if such failure is due to an Act of God, war, broken lines, accidents, fires, strikes, lockouts, or similar occurrences beyond the control of the District and/or the City. Either party rendered unable to fulfill any obligations provided in this contract by reason of such occurrences shall exercise due diligence to remove such inability with all reasonable dispatch. Notwithstanding the foregoing, the District agrees to indemnify and hold the City harmless from all claims for damage or injury to property or people that may be caused, directly or indirectly, by surcharge backups from the interceptor into the District's lines or into buildings within the District's boundaries.

15. The District facilities as constructed, including rights-of way and easements required, shall remain the sole and separate property of the District until dedicated to the City.

16. The construction of the District system is conditioned upon approval of the electors of the District approving the sale of bonds or other proper means to finance the construction of said system. If the appropriate financing is not approved by the District or bonds or other evidence of financing are not sold or obtained, or construction of the sewage collection system of the District is not commenced within 24 months of the date of this agreement, either party, upon 30 days' written notice to the other party, may cancel this agreement, and at the expiration of said 30-day period, this agreement shall terminate and be of no further force and effect.

17. The City agrees to pay any and all electricity bills in connection with the operation of any lift or pumping station, if any, installed by the District.

18. The District agrees to deny the issuance of a sewer tap to applicants within the district unless the property owner requesting such tap first executes the Power of Attorney and Sewerage Service Agreement provided by the City. A copy of said Power of Attorney is attached as Exhibit "A" hereto and incorporated herein by this reference.

19. Waiver of default by either party in the terms or conditions of this agreement shall not operate as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties have signed and executed this agreement the day and year first above written.

CITY OF GRAND JUNCTION

By: James E. Wypodki
City Manager

ATTEST:

Theresa J. Martinez
City Clerk Deputy

RAILHEAD WATER AND SANITATION
DISTRICT

By: _____
Chairman

ATTEST:

Secretary

EXHIBIT A

POWER OF ATTORNEY AND
SEWERAGE SERVICE AGREEMENT

WE, (I), _____
owner(s) of the real property situate in Mesa County, Colorado,
and described as:

which property is not presently eligible for annexation to the City of Grand Junction, but requires connection of the property to the City's sewerage system, as consideration for permission to connect to such system, do hereby designate and appoint the City Clerk of the City of Grand Junction as our Attorney in Fact to sign any petition for annexation of the described land to the City, when eligible, whether for the described land alone or in conjunction with other lands. Such authority shall be a covenant running with the land, shall be binding upon successors in interest and shall not cease upon my death (the death of either or both of us).

As a further covenant to run with the land, we (I) agree that in the event a counter-petition to a proposed annexation of the land is prepared any signature on such petition purporting to affect the land herein described may be ignored as of no force and effect by the City under annexation requirements.

Further, the then owner or owners of this land or any portion of it shall not be permitted to vote in any annexation election but such vote may be cast by the City Clerk.

As a further covenant running with the land, it is understood that the City shall have the right, along with suit for collection of monies owing, to shut off sewerage service for failure to pay charges when the same are due, requiring payment for all costs, plus penalties, of such shutting off and opening before service will be resumed; and, in addition, such charges shall constitute a lien against the property enforceable by appropriate action.

IN WITNESS WHEREOF, we (I) have hereunto set our (my) hand(s) and seal(s) this _____ day of _____, 19____.

STATE OF COLORADO)
) ss:
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____
day of _____, 19____ by _____

WITNESS my hand and official seal:

Notary Public
My Commission expires: _____