

April 7, 1969

STATEMENT OF INTENT

BETWEEN

CITY OF GRAND JUNCTION, COLORADO

9

PROPOSED CENTRAL GRAND VALLEY SANITATION DISTRICT

1. The City agrees to allow the District to connect to its existing trunk and outfall sewers in the area of the District at points to be determined upon final design of the sewage-collection system by the consulting engineers for the District. All expenses of connection shall be borne by the District, but shall be made to conform with the requirements and standards of existing ordinances of the City.
2. The City agrees to furnish trunk and outfall sewer services from the point of District connections, and sewage treatment facilities.
3. The District agrees to provide collection sewage facilities within the District to conform to the existing standards for sewer construction within the City, and as regulated by City ordinances, rules and regulations; the District agrees to pay the expenses of a construction inspector to be selected by the City, who will be on the construction scene during the initial construction of the District system. In addition, the District will provide the City with all records of individual connections and the dates thereof.
4. After the completion of the initial construction of the District, individual connectors desiring taps to the system shall come to the City Hall, and upon obtaining a five-dollar sewer hook-up permit, and payment to the City of the District tap fee, the City agrees to provide inspection service of each individual connection; to provide all operation and maintenance service of the collection system at the City's expense, including billing individual users once

the collection system is in operation and said construction has been approved by the City; and shall account to the District for the revenues collected on a regular basis.

5. The District agrees to pay to the City for each tap to the system a sum not to exceed one hundred dollars (\$100). In addition, the City will collect from the individual connector whatever additional tap fee the District sets. Such a tap fee shall not include, however, the charge to be made by the City for labor and materials, plus overhead involved in making the tap from the sewer line to the property line, if necessary, which shall be the obligation of the party ordering such tap, and the property owner. Any extensions of the system shall be the responsibility of the District.
  
6. The District agrees to pay to the City as a service charge for operating, maintaining, and repairing the District's system, processing the District's sewage, and billing and collecting from District users, the sum not to exceed three dollars and twenty-five cents (\$3.25) per month per single family dwelling tap. Multiple family dwellings, rooming houses, commercial properties, industrial and manufacturing uses shall pay the same percentage above the City's like class of rates as the single family dwelling rate.  
In addition, the City will collect and remit to the District whatever additional service charge the District sets. In the event of delinquency of any District user monthly service charge, the District agrees to pay the delinquent charge to the City, and it shall be the District's responsibility to collect delinquent accounts and/or terminate the user.
  
7. It is expressly agreed by both City and District that in the event the City changes the sewer rates, now established by ordinance as of this date, for inside the City service, or the plant investment fee (tap fee), the amount to be paid by the District to the City for service charges or tap fees shall be increased by the same percentage as the increase in the City's inside rates and tap fees.