

Exhibit "A"

ADDENDUM TO SEWER SERVICE AGREEMENT

For Sanitation Districts with Industrial Users

This Addendum is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, to be effective as of \_\_\_\_\_, by and between the CITY of LITTLETON, COLORADO, hereinafter referred to as "City," a municipal corporation, acting by and through its duly elected, qualified and authorized Mayor and City Clerk, and the KEN-CARYL RANCH WATER & SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, hereinafter called "District," acting by and through its authorized Representative.

WITNESSETH

WHEREAS, the City and the District previously entered into a Sewer Service Agreement, ("Agreement") dated October 11, 1983, a copy of which is attached hereto and incorporated by reference, pursuant to which the City and the District agreed that the City would provide wastewater treatment services to the District through the Littleton/Englewood Bi-City Wastewater Treatment Plant ("Wastewater Plant"); and

WHEREAS, the terms and provisions of the Agreement remain in effect unless expressly modified by this Addendum; and

WHEREAS, the United States Environmental Protection Agency ("EPA") has instructed the City to establish an inter-jurisdictional agreement between the City and the District which provides the City with the authority to implement the "Industrial Pretreatment Program," contained in 40 CFR Part 403 promulgated by the EPA and Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, for any industrial users currently located or hereafter locating in the District; and

WHEREAS, the Agreement provides that in the operation of the District's sanitary sewer system all applicable City municipal code provisions and rules and regulations of the City shall be the minimum standards for the District's sanitary sewer system; and

WHEREAS, the City has determined that the provisions of the Agreement provide the City with sufficient authority to satisfy the inter-jurisdictional agreement requirements imposed by the EPA; and

WHEREAS, the parties desire to further 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; and

WHEREAS, the EPA defines "Industrial User" as "a source of nondomestic waste" and "any nondomestic source discharging pollutants to a Publicly Owned Treatment Works." EPA defines Nondomestic User as "any person or entity that discharges wastewater from any facility other than a residential unit."

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. The recitals above are incorporated herein by this reference.
2. The City and District mutually agree to comply fully with all applicable federal, state and local laws, rules and regulations, including but not limited to 40 CFR Part 403 promulgated by the EPA, Colorado Regulations 5 CCR 1002-63 promulgated by the Colorado Water Quality Commission pursuant to Colorado Revised Statute 22-8-508, and Title 12, Chapter 2, Section 5 of the Englewood Municipal Code, and Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code, as each is amended from time to time, and all wastewater contribution requirements adopted by the City in accordance with the Agreement.
3. The parties, from time to time, shall review and revise this Addendum, if necessary, to ensure compliance with 42 U.S.C. § 1251 et. seq., of the Federal Clean Water Act, the federal rules and regulations found at 40 CFR Part 403 issued thereunder, and the City Municipal Code.

#### I. City Responsibilities

1. The City shall be responsible for and shall accept the following duties and perform the following actions in relation to all current and future Industrial Users and/or Nondomestic Users located within the District, and the District agrees to cooperate to the extent necessary for the City to successfully carry out its responsibilities:
  - A. The City, on behalf of and as an agent for the District, shall perform technical and administrative duties necessary to assist the District with the implementation and enforcement of the District's rules and regulations regarding Industrial Users and/or Nondomestic Users. Without limiting the generality of the foregoing, the City agrees that it shall:
    - (i) Update the City's industrial waste survey;
    - (ii) Issue permits to all Industrial Users and/or Nondomestic Users within the District required to obtain a permit;
    - (iii) Have the right to conduct inspections, sampling, and analysis;
    - (iv) Take all appropriate enforcement actions as outlined in the City's enforcement response plan and consistent with this Addendum;
    - (v) Provide notice to the District of enforcement actions taken by the City against any Industrial User and/or Nondomestic Users located within the District boundaries;
    - (vi) Perform any other technical or administrative duties the parties deem appropriate;
    - (vii) Upon reasonable notice to the City, provide the District access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District's service area.

- (viii) The City will make a reasonable effort to notify the District in advance of any public hearing to change municipal code provisions referenced in this Addendum, and make a reasonable effort to provide an opportunity for the District to comment on proposed changes.
- B. In addition, the City may, as appropriate, and as an agent of the District, take emergency action to stop or prevent the discharge from Industrial Users or Nondomestic Users of any wastewater which presents or may present an imminent danger to the health, safety and welfare of humans or which reasonably appears to threaten the environment, or which threatens to cause interference with, or pass through the Wastewater Plant, or cause sludge contamination. In the event the City deems such emergency action appropriate it shall provide the District with notice thereof in advance, if possible, but no later than 24 hours after the action is initiated.
- C. The City, on behalf of the District, agrees to perform the following actions as set forth in 40 CFR Part 403.8(f) and summarized as follows:
  - (i) Control through permit, or similar means, the contribution to the City by Industrial Users and/or Nondomestic Users;
  - (ii) Require compliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users and/or Nondomestic Users;
  - (iii) Deny or condition new or increased contributions of pollutants or changes in the nature of pollutants by Industrial Users and/or Nondomestic Users;
  - (iv) Require the development of compliance schedules by each Industrial Users and/or Nondomestic Users for the installation of technology required to meet applicable Industrial Pretreatment Program standards and requirements;
  - (v) Require the submission of all notices and self-monitoring reports from Industrial Users and/or Nondomestic Users as are necessary to assess and assure compliance by Industrial Users and/or Nondomestic Users with Industrial Pretreatment Program standards and requirements, including, but not limited to, the reports required in 40 CFR 402.12;
  - (vi) Carry out all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial Users and/or Nondomestic Users, compliance or noncompliance with applicable Industrial Pretreatment Program standards and requirements by Industrial Users;
  - (vii) Enter premises of any Industrial User and/or Nondomestic User in which a discharge source or treatment system is located, or in which records are required to be kept pursuant to 40 CFR 403.12(o), to assure compliance with Industrial Pretreatment Program standards and requirements;
  - (viii) Evaluate compliance with the Industrial Pretreatment Program standards and requirements and obtain remedies, including the ability to seek injunctive relief and assess civil or criminal penalties for each violation;
  - (ix) Conform to confidentiality requirements set forth in 40 CFR Part 403.14 of the Industrial Pretreatment Program standards and requirements.

- D. If the District performs its own fats, oils and grease (“FOG”) program or petroleum, oil, grease and sand (“POGS”) program it shall notify the City in the event that the District discontinues its FOG or POGS program. In which case, the City shall then administer the FOG and POGS program in addition to administering the remaining sector control programs on behalf of and as agent for the District. The City shall have the right to charge a reasonable inspection fee to the District for any inspection related to Industrial Users and/or Nondomestic Users within the District’s service area.
- E. In the event that the District does not perform FOG or POGS programs the parties agree that the City shall perform and be responsible for the administration of these programs, as well as the remaining Sector Control Programs. The City shall have the right to charge a reasonable inspection fee to District for any inspection related to Industrial Users or Nondomestic Users within the District.
- F. The City shall be responsible for administering the remaining sector control programs in the District notwithstanding that the District performs its own FOG and POGS programs.

## II. District Responsibilities

- 1. The District is responsible for, and shall accept, the following duties and perform the following actions for and in relation to all current and future Industrial Users and/or Nondomestic Users within the District’s service area:
  - A. No later than June 30, 2017, the District shall 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 Wastewater Utility Ordinance found in Title 12, Chapter 2, Section 5, of the City of Englewood Municipal Code or found in Title 7, Chapter 5, Section 25 of the City of Littleton Municipal Code. The City will provide to the District model regulations and any necessary revisions to the rule and/or regulations from time to time, and the District will adopt the revisions to its local sewer use rules and/or regulations that are at least as stringent as those adopted by the City.
  - B. The District will maintain current information on Industrial Users and/or Nondomestic Users located within the District’s service area, and provide Industrial Users’ information to the City upon request. The District agrees to provide to the City access to all records or documents relevant to the Industrial Pretreatment Program for any Industrial User and/or Nondomestic Users located within the District’s service area.
  - C. The District shall enforce the provisions of its local sewer use regulations. In the event the District fails to take adequate enforcement action against noncompliant Industrial Users and/or Nondomestic Users in the District on a timely basis, the District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.

- D. The District shall provide the resources and commit to implementation and enforcement of the Industrial Pretreatment Program standards and requirements for the Industrial Users and/or Nondomestic Users in the District with the City's oversight of the program. In the event the District fails to provide resources, adequately implement or enforce the Industrial Pretreatment Program, the District agrees that the City may take such action on behalf of and as an agent for the District, provided that the City provides notice of such action to the District.
  - E. The District agrees that in the event that the City is required to take responsibility for inspections of Industrial Users and/or Nondomestic Users on behalf of the District, due to inaction, refusal to inspect, or lack of personnel to inspect, by the District, the City may charge the District for the costs of any such inspections.
  - F. The District agrees that if the authority of the City to act as agent for the District under this Addendum is questioned by an Industrial User and/or Nondomestic User, court of law, or otherwise, the District will take action to ensure the implementation and enforcement of its local sewer use regulations against any Industrial Users and Nondomestic Users, within the District's service area, including but not limited to, implementing and enforcing its local sewer regulations on its own behalf and/or amending this Addendum to clarify the City's authority.
  - G. The District IS responsible for administering the FOG and POGS programs, including conducting all inspections required by these programs.
2. If any term of this Addendum is held to be invalid in any judicial action, the remaining terms will be unaffected.

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CITY OF LITTLETON

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest

KEN-CARYL RANCH WATER AND SANITATION DISTRICT,  
a quasi-municipal corporation  
and political subdivision of the State of Colorado

By: Buddy J. Becker  
Title: Board Chairman

State of Colorado                    )  
  ) ss.  
County of Jefferson )

The forgoing instrument was acknowledged before me this 11 day of May,  
2017, by [Signature] as Manager of the Ken-Caryl Ranch  
Water and Sanitation District.

Witness my hand and official seal.

My Commission expires: 05/16/2018

Kimberly Stano  
Notary Public

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