



551 Hot Springs Boulevard
Post Office Box 1859
Pagosa Springs, CO 81147
Phone: 970.264.4151
Fax: 970.264.4634

**PAGOSA SPRINGS SANITATION GENERAL
IMPROVEMENT DISTRICT SPECIAL MEETING AGENDA
FRIDAY, JUNE 17, 2016
Town Hall Council Chambers
551 Hot Springs Blvd
7:00 A.M.**

- I. CALL MEETING TO ORDER**
- II. EXECUTIVE SESSION**
 - 1. Pursuant to C.R.S. Section 24-6-402(4)(b) Conference with an attorney for the public entity for the purpose of receiving legal advice and C.R.S. Section 24-6-402(4)(e) determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding the Sewer Pipeline Intergovernmental Agreement between the Pagosa Area Water and Sanitation District (PAWSD) and the Pagosa Springs Sanitation General Improvement District (PSSGID)**
- III. NEW BUSINESS**
 - 1. Intergovernmental Agreement between the Pagosa Area Water and Sanitation District (PAWSD) and the Pagosa Springs Sanitation General Improvement District (PSSGID)**
- IV. ADJOURNMENT**

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT
AND
THE PAGOSA AREA WATER AND SANITATION DISTRICT
DATED JANUARY 3, 2012**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2016 between the PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT (“PSSGID”), and the PAGOSA AREA WATER AND SANITATION DISTRICT (“PAWSD”), each of whom are quasi-municipal corporations and political subdivisions of the State of Colorado (PSSGID and PAWSD being referred to singularly as “Party” or “District” and jointly as “Parties” or “Districts”).

WHEREAS, the Parties entered into an Intergovernmental Agreement (“IGA”) on January 3, 2012, following comprehensive negotiations to develop the concepts, options and terms of the IGA, and in which PAWSD and PSSGID decided that PSSGID’s existing raw sewage would be conveyed from its existing wastewater treatment plant to PAWSD’s Vista Wastewater Treatment Plant (“Vista WWTP”), that PAWSD would treat PSSGID’s raw sewage at the Vista WWTP, and that PAWSD would discharge the treated effluent in compliance with Federal and State law and regulations;

WHEREAS, the IGA contemplated, among other things, the Parties working together to construct a transmission pipeline, specifically including the two associated lift stations, but not the decommissioning of the lagoons, to convey PSSGID wastewater to the PAWSD Vista Wastewater Treatment Plant for treatment by PAWSD (“the Project” or “Segments A and B”);

WHEREAS, during construction of the improvements, an issue arose with respect to the amount of funds PAWSD had committed to loan PSSGID for the Segment B pipeline construction and, following discussions, the Parties entered into the First Amendment to Intergovernmental Agreement (“First Amendment”) on May 5, 2015;

WHEREAS, the Parties, acting through a contractor, built the infrastructure contemplated by the IGA and currently the Parties anticipate final testing of the infrastructure in the near future followed by the initiation of operations of the wastewater conveyance system to the PAWSD Vista WWTP;

WHEREAS, as part of the First Amendment, the Parties agreed that “additional amendments to the IGA are necessary with regard its Operation and Maintenance provisions, however due to the need to expeditiously address the amendment to the funding provisions of the IGA the parties will undertake the Operation and Maintenance amendments at a time closer to project completion”;

WHEREAS, in November 2015, as Project completion neared, PAWSD approached the PSSGID regarding the parties concerns about the operation and maintenance provisions of the IGA as it related to the pipeline, lift stations, and wastewater treatment plant, that there needed to be clarification with regard to the loan provisions, and that there needed to be clarification concerning existing and future capacity of the Vista WWTP;

WHEREAS, the Parties agreed to mediate the issues between them, and on March 23, 2016 attended mediation. Pursuant to the mediation, the Parties' representatives agreed to certain deal points that outlined solutions to the Parties' disagreements about provisions in the IGA. An agreement was reached to solidify and expand the deal points into this Amended and Restated IGA ("Amended and Restated IGA"); and

WHEREAS, as part of this Amended and Restated IGA, the Parties recognize and agree that certain portions of the Project Management and Oversight provisions of the IGA, the "Feasibility and Preliminary Design Phase" and "Final Design Phase" provisions of the IGA, and the Construction Phase provisions of the IGA are no longer necessary and are deleted, except as set forth below, from this Amended and Restated IGA.

NOW, THEREFORE, in consideration of the promises of the Parties hereto, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed that the original IGA and the First Amendment are both replaced in their entirety with the following Amended and Restated IGA:

1. **Lead Project Representative.** PAWSD shall continue to provide a lead project representative (LPR) through the final testing period for Segments A and B. Throughout the remainder of the PAWSD LPR obligation for Segments A and B to PSSGID, the LPR shall remain an employee of PAWSD, but should PSSGID request additional services from the PAWSD LPR, currently served by the PAWSD District Engineer, following the final testing of Segments A and B, PSSGID will reimburse PAWSD for said services in accordance with Section 4(B)(3) below.

2. **Construction Phase.**

A. **Records.** Each District shall maintain its own records in accordance with its respective accounting practices and policies. Additionally, one set of Project records will be kept for the Project as a whole by the LPR. The Project records will encompass items such as, but not limited to: pre-bid meeting minutes, bid documents, requests for information, addenda, bids received, notices of award, contract documents, notices to proceed, pre-construction meeting minutes, progress meeting minutes, bonds, insurance, permits, photographic documentation such as pre-construction, progress, and post-construction conditions, schedules of values, timelines, submittals, shop drawings, samples, requests for change orders, change orders, field orders, work change directives, applications for payment, testing and inspection records, Davis Bacon documentation and Buy-American documentation if applicable, local labor usage documentation, local purchasing documentation, substantial completion records, partial utilization records, final completion records, final payment notices, as-built drawings, all government approvals and communications, and other documentation required by agencies having jurisdiction over the

Project. The LPR will be responsible for maintaining the Project records at a place accessible to the Districts and other jurisdictional agencies for auditing and verification purposes.

B. Upon completion of the Project (as defined by construction specifications), PAWSD shall provide the PSSGID with the original records it has as well as a flash drive containing all of the records it has related to the Project. Additionally, PAWSD shall provide the PSSGID with an index of all of the records being provided. PAWSD shall retain a copy of said Project records either in hard copy or electronically.

3. Operation and Maintenance Phase.

A. Collection System Ownership. Each Party shall retain ownership of its existing wastewater collection systems within its service area and shall continue to operate and maintain said collection systems at its sole expense.

B. Vista WWTP Ownership, Operation and Maintenance. PAWSD shall retain ownership of the Vista WWTP, and shall operate and maintain said WWTP, including the necessary permitting requirements, at its expense as necessary to provide for treatment of all PSSGID raw sewage capable of being delivered through the Segment A and B pipeline and lift stations in accordance with Section 3(D) below.

C. Vista WWTP Capacity. PAWSD shall use its existing capacity for wastewater treatment for PSSGID wastewater conveyed to the Vista WWTP and shall not charge, other than as is set forth in Paragraph 5(G) herein, PSSGID for this capacity usage.

D. Vista WWTP Expansion. If and when the Colorado Department of Public Health and Environment (“CDPHE”) provides PAWSD with written notice that construction needs to begin for necessary Vista WWTP expansions and/or modifications, PAWSD shall immediately notify the PSSGID in writing and provide PSSGID with a copy of the CDPHE notice. Once the PSSGID has been notified, the Parties shall exchange any and all information necessary to determine the *pro rata* contribution by each Party for the expansion and/or modification required by the CDPHE. However, any CDPHE notice unrelated to expansion and/or modification of the Vista WWTP shall be the sole responsibility of PAWSD.

1. The *pro rata* contribution costs shall be calculated based upon each Parties' relative percentage usage of total hydraulic flow. The trigger to require expansion will likely be based on organic loading, however, regardless of the actual trigger, the hydraulic flow will be used as the ratio for determining each parties' relative percentage of expansion costs. However, the Parties have agreed that the existing capacity of the Vista WWTP, as of the date of the execution of this Amended and Restated IGA, shall be made available to the PSSGID at no charge. Therefore, when calculating the *pro rata* contribution, if and when expansion and/or modification is required, it shall not include the PSSGID's use of 244,000 gallons per day, which is the agreed upon amount of the existing capacity used by the PSSGID as of the execution of this Amended and Restated IGA. The pro rata contribution also shall not include the agreed upon amount of the existing capacity used by PAWSD, 655,000

gallons per day, as of the execution of this Amended and Restated IGA.

Pro Rata Contribution Cost Example

Given:

Existing Capacity (Actual agreed wastewater treatment volume for PSSGID and PAWSD)

PSSGID	:	244,000 gpd
PAWSD	:	655,000 gpd

Assumptions: (Assumed future wastewater treatment volume for PSSGID and PAWSD)
Capacity at Time of Notification

PSSGID	:	350,000 gpd
PAWSD	:	950,000 gpd

Calculations

PSSGID Usage Increase	=	350,000-244,000	=	106,000 gpd
PAWSD Usage Increase	=	950,000-655,000	=	295,000 gpd

Total Usage Increase	=	106,000+295,000	=	401,000 gpd
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Pro Rata Contribution

PSSGID	=	106,000/401,000	=	26.43%
PAWSD	=	295,000/401,000	=	73.57%

2. The Parties agree that their *pro rata* contribution shall be calculated as of the date PAWSD receives written notice from the CDPHE that expansion and/or modification is required, and the contribution percentage shall be agreed to by the Parties in writing. PAWSD will initiate the process of Request for Proposals/Request for Qualifications for design services through to the final payment to the contractor upon completion of the project in coordination with the PSSGID representative. The Parties further agree that PAWSD and the PSSGID will contribute respective *pro rata* contributions as invoices are received from the selected design and construction firms.

3. PAWSD agrees that once it receives written notification that the Vista WWTP requires expansion and/or modification, it will coordinate with a designated representative of the PSSGID to determine a reasonable plan of action to accomplish the requirements set forth in the CDPHE's notice. PAWSD also agrees that the PSSGID's designated representative shall be consulted with respect to any expansion and/or modification design plans as well as prior to the acceptance of any engineering bid related to any expansion and/or modification. PAWSD shall not take any unilateral action related to any expansion and/or modification without consulting with the PSSGID's designated representative.

4. PAWSD agrees that during any expansion and/or modification, it will continue to

treat the PSSGID's raw sewage. PAWSD also acknowledges that the PSSGID shall have the right to use incremental increases in flow related to any expansion and/or modification of the Vista WWTP.

5. In the event that PAWSD and the PSSGID cannot agree as to any one or more of the provisions in this Section 3(D), they shall engage in binding arbitration.

- i. Each Party shall pick two preferred arbitrators that are licensed Professional Engineers in Colorado, have wastewater treatment plant experience and have experience with the CDPHE. Each Party shall then strike one of the other Parties' preferred arbitrators. A decision as to who will act as the arbitrator between each Parties' remaining preferred arbitrator shall be determined by a coin toss.
- ii. Both PAWSD and the PSSGID are required to provide the arbitrator with any and all information requested by the arbitrator necessary for him or her to come to a decision on the disputed issue(s).
- iii. The arbitrator's decision shall be deemed final.

E. Pretreatment Requirements. PSSGID shall enforce pretreatment regulations at least as stringent as the PAWSD Rules and Regulations, as such may change over time, on customers within its wastewater collection system.

4. **Project Ownership.**

A. Segment A and B Ownership. Upon completion of construction, PSSGID will own the Segment A and B pipelines, including respective lift stations and underlying easements or property, and shall insure same as determined appropriate by its Board of Directors. PAWSD shall not use any capacity in Segment B and the capacity in Segment B is reserved to PSSGID. At such time that PAWSD disconnects Lift Station 18 from the Lift Station 2 transformer and connects Lift Station 18 to an independent power supply, then PSSGID will take over electricity costs associated with Segment B and arrange for the Lift Station electrical meter to be transferred to PSSGID.

B. Operation and Maintenance. PSSGID will operate and maintain the Segment A and Segment B infrastructure as specified in the Owners and Operators manuals referenced in the Wastewater Conveyance System – Segment A Pagosa Springs Sanitation General Improvement District construction contract, and in accordance with CDPHE regulations and requirements as necessary to convey PSSGID's raw sewage to the Vista WWTP.

1. The PSSGID Sanitation Supervisor shall be the representative in charge of all operations and maintenance. The PSSGID Sanitation Supervisor shall be an employee of PSSGID.

2. If requested by PSSGID, PAWSD may, in its sole discretion, provide

assistance to PSSGID for the operation and maintenance of Segments A and B as necessary for any work that requires additional manpower or equipment which is readily available to PAWSD, meaning manpower and equipment PAWSD has available at the time assistance is requested. Additionally, in cases of emergencies associated with Segments A and B and PSSGID's other three existing lift stations, including but not limited to, breaks in the Segment A or B pipelines, PAWSD will provide immediate assistance to PSSGID as outlined above. Lastly, the Parties agree that there will be times that PSSGID's Sanitation Supervisor will not be available. When that occurs, PSSGID will provide notice to PAWSD of its Sanitation Supervisor's absence, at which time, PAWSD, in its sole discretion, may provide PSSGID with on-call assistance related to the operation and maintenance of Segments A and B and PSSGID's other three existing lift stations as necessary so long as resources are available. For all such work, PAWSD will use and provide access to its equipment; however, PAWSD will not be required to purchase new or additional equipment. PAWSD also will not be required to hire additional staff for the requested assistance in the operations and maintenance of Segments A and B and PSSGID's other three existing lift stations. Outside contractors may need to be hired by PSSGID from time-to-time for the operations and maintenance of Segments A and B and PSSGID's other three existing lift stations.

3. For all work PAWSD provides PSSGID upon request or pursuant to an emergency, PAWSD shall bill PSSGID monthly for the actual labor (including retirement contributions not included in FICA withholding; sick, vacation, and other leave costs; contributions to health and life insurance premiums; 401(k); health savings account contributions; other similar benefits not included in base wages or salary costs). Equipment and materials shall be billed at FEMA designated rates in place at the time. PSSGID shall provide that CIRSA is an additional insured on PSSGID insurance for Segments A and B.

C. Automated Monitoring. Incorporated in the design of the Project will be Supervisory Control and Data Acquisition ("SCADA") elements enabling monitoring of the components of the Project by the PAWSD. The SCADA will be a PSSGID system paid for, maintained and operated by PSSGID, except when access is required for PAWSD by Section 4(B) above.

D. Emergency Storage. PSSGID shall provide and be fully responsible for emergency storage of its wastewater.

E. PSSGID Lagoon Decommissioning. Upon completion of the construction and the commencement of operation of the Project, PSSGID shall keep the third lagoon online and available for emergency storage until such time that permanent emergency storage is provided. Once such permanent storage goes online, PSSGID may, as it deems appropriate but in all cases consistent with requirements of the CDPHE, decommission the existing PSSGID lagoon system (including the third lagoon), at its sole responsibility, cost and expense.

5. **Costs and Financing.**

A. LPR Costs. The total wages or salary and benefits costs, which include retirement contributions not included in FICA withholding; sick, vacation, and other leave costs; contributions to health and life insurance premiums; 401(k); health savings account (“HSA”) contributions; other similar benefits not included in base wages or salary, for the continued LPR services to the Project will be paid by PAWSD until the completion of the final testing of Segments A and B..

B. Construction Costs. Segment A construction costs shall be paid by PSSGID, and, subject to repayment by PSSGID as set forth below, PAWSD shall loan PSSGID \$2,835,745.00 for the Segment B construction costs with any Segment B costs in excess of \$2,835,745.00 being paid by PSSGID.

C. Testing Costs. The Parties agree PSSGID will reimburse PAWSD for all costs incurred during both the 7-day operational test and 30-day computer and controls testing periods. Costs to include the Municipal Rate in accordance with Section 5(G) below and Lift Station 2 pro rata electrical and demand LPEA charges.

D. Retainage. The Parties agree that PAWSD will release retainage in the amount of \$124,341.55 that had been withheld from Hammerlund Construction to PSSGID for disbursement by the PSSGID to Hammerlund Construction upon the PSSGID’s final acceptance of the Project.

E. Segment B Repayment. The Parties agree to enter into a promissory note with standard terms to cover the loan. The interest rate shall be a specific fixed loan rate of 2.19%. The loan shall accrue interest on funds advanced from dates money advanced to PSSGID. The initial loan payment shall be due on or before November 30, 2016 and shall be the lesser amount of either accrued interest or \$163,000. The loan is amortized over 20 years, and shall commence on December 1, 2016 with PSSGID’s first payment due to PAWSD on or before November 30, 2017. Payments will be made annually thereafter pursuant to the attached debt schedule, attached hereto and incorporated herein as Exhibit A.

1. The Parties recognize and agree that there were additional construction costs associated with the fact that Lift Station 2 was designed and constructed to allow for lift station 18 to be connected to Lift Station 2’s wet well. These additional costs, as determined by PSSGID’s engineer of \$4,500, shall be deducted against accrued interest.

2. Interest accrued before 2015 will be based on PAWSD’s lost opportunity on invested funds (“LOIF”) on the outstanding principal amount. A spreadsheet of the actual LOIF amounts from 2012 to 2015 is attached hereto as Ex. B. Unpaid initial interest, if any, after the November 30, 2016 payment is capitalized into the overall loan.

F. Prepayment Penalty. No penalties will be assessed by PAWSD for pre-

payment in whole or in part by PSSGID of Segment B principal or interest.

G. Segment A and B Operations and Maintenance Costs.

- (i) Segments A and B. All costs of operation and maintenance of Segments A and B shall be paid for by PSSGID and PAWSD is not responsible for any such costs. Refer to Section 4(B) above for additional terms and conditions relevant to operation and maintenance of Segments A and B.
- (ii) Lift Station Energy Costs. The costs for the electrical power to operate the Segment A lift station will be paid by PSSGID, and the electrical power to operate the Segment B lift station will be paid by the PSSGID after PAWSD disconnects Lift Station 18 from the PS2 transformer and connects Lift Station 18 to an independent power supply.
- (iii) Sewage Treatment Costs. On the PAWSD regular monthly customer billing cycle, PSSGID shall pay PAWSD for treating sewage delivered by PSSGID based on a rate per thousand gallons delivered by PSSGID to the Vista WWTP (“Municipal Treatment Rate”). The Municipal Treatment Rate shall be the costs incurred by PAWSD divided by the sum total gallons of sewage treated by the Vista WWTP to arrive at the per gallon MTR. The volume of PSSGID wastewater treated by PAWSD and billed to PSSGID shall be based on the flow meter located at Pump Station No. 1.

The Municipal Treatment Rate shall not include any PAWSD overhead or administrative costs, rate or surcharge, but shall include incremental costs associated with wastewater treatment plant expenditures including maintenance, energy, chemicals, supplies, insurance, water, sludge removal and processing, vehicle maintenance, operator salaries and associated benefits, and training and payroll expenses.

The Municipal Treatment Rate shall be calculated each year based on the PAWSD costs for the period of October 1st through September 30th preceding the calendar year (January 1 through December 31) for which the Municipal Treatment Rate shall be applied. The Municipal Treatment Rate as of the date of this Amended and Restated IGA, is one dollar and nine cents (\$1.09) per thousand gallons, and shall be reviewed annually and adjusted, upward or downward, if necessary, no later than October 15th of each year so that the Parties may budget appropriately. The Municipal Treatment Rate shall be calculated by PAWSD and reviewed by the PSSGID prior to the MTR being imposed.

PAWSD shall provide PSSGID with any and all requested documentation related to its Municipal Treatment Rate calculation. Any discrepancies in the MTR calculation discovered by PSSGID will be reported to PAWSD within fourteen (14) calendar days of PSSGID receipt of documents. If PSSGID does not dispute the MTR calculations within said fourteen (14) days, the Parties agree PSSGID effectively accepts the MTR calculations provided.

Except as otherwise expressly provided in this Amended and Restated IGA, the Municipal Treatment Rate shall be the exclusive charge imposed by PAWSD for the treatment of PSSGID sewage under this Amended and Restated IGA, and no connection charges, tap fees or other charges shall be imposed by PAWSD upon existing or new users of the PSSGID collection system or the PSSGID for such services. This provision is not intended to limit the PSSGID's ability to charge appropriate fees.

If the Parties cannot agree as to the Municipal Treatment Rate, they shall follow the binding arbitration procedure set forth in Section 3(D)(5) above.

- (iv) Fees. No costs, charges, or fees other than those specifically delineated in this document shall be passed on from PSSGID to PAWSD, or PAWSD to PSSGID without written approval of both parties' Board of Directors.

6. **Term and Termination**.

A. Term of this Amended and Restated IGA. If not timely terminated as provided herein, this Amended and Restated IGA shall begin upon execution of this Amended and Restated IGA by both parties and shall only be terminated as set forth in Section B herein.

B. Termination. This IGA may be terminated as follows:

- (i) Mutual Agreement. By mutual agreement, as evidenced in writing approved by the Parties' Boards of Directors.
- (ii) For Cause. By either Party for cause, upon written notice of termination to the other Party. For purposes of this Amended and Restated IGA, "for cause" shall mean the failure of a Party to correct a material breach of its obligations under this Amended and Restated IGA within sixty (60) days after receiving notice of such breach, unless such breach cannot, with due diligence, be corrected within such 60-day period and the Party notified of such breach is diligently pursuing correction of said breach. Among other matters that may constitute a material breach, failure of either Party to pay

any amount when due under this Amended and Restated IGA that has been appropriated by such Party shall constitute a material breach;

7. **Miscellaneous.**

A. **Severability.** Any provisions or part of this Amended and Restated IGA held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Districts, who agree that this Amended and Restated IGA shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

B. **Binding Affect.** Districts each bind themselves, successors, assigns, and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Amended and Restated IGA.

C. **Entire Agreement.** This Amended and Restated IGA constitutes the entire agreement of the parties relating to the subject matter hereof, replaces in their entirety the IGA and First Amendment to IGA, and, except as provided herein, may not be modified or amended except by mutual agreement of the Districts.

D. **Assignment.** No assignment by a party hereto of any rights or obligations under this Amended and Restated IGA will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or obligation under this Amended and Restated IGA.

E. **Governmental Immunity Act.** No term or condition of this Amended and Restated IGA shall be construed or interpreted as a waiver by the PSSGID or the PAWSD, express or implied, of any of the notice requirements, immunities, limitations to liability, rights, benefits, protections, or other provisions under Colorado Governmental Immunity Act §24-10-101 *et seq.*, C.R.S., or under any other law.

F. **Specific Performance.** In addition to any of the remedies at law or in equity either Party may have upon the breach of this Amended and Restated IGA by the other Party, the aggrieved Party shall have the right to request a court of proper jurisdiction to enter a mandatory injunction against the other Party requiring specific performance of the terms contained in this Amended and Restated IGA.

G. **Governing Law and Enforceability.** This Amended and Restated IGA shall be construed in accordance with the laws of the State of Colorado, and venue shall be in the

District Court of the County of Archuleta, State of Colorado.

H. Headings. Paragraph headings used in this Amended and Restated IGA are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Amended and Restated IGA.

I. Notices. Other than billing invoices, which may be sent first class mail, written notices required under this Amended and Restated IGA and all other correspondence between the Parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the PSSGID: Town of Pagosa Springs Sanitation General Improvement District
Attention: Town Manager
P.O. Box 1859
Pagosa Springs, CO 81147

If to the PAWSD: Pagosa Area Water and Sanitation District
Attention: District Manager
P.O. Drawer 4610
Pagosa Springs, Colorado 81157

J. Construction of this Amended and Restated IGA. This Amended and Restated IGA shall be construed according to its fair meaning as if prepared by both parties and shall be deemed to be and contain the entire understanding of the parties.

K. Attorney Fees. In the event of any litigation or arbitration between PAWSD and PSSGID concerning the subject matter of this Amended and Restated IGA, the prevailing party in such litigation or arbitration shall be entitled to receive, in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees.

L. Third-Party Beneficiaries. It is expressly understood and agreed that there are no intended third-party beneficiaries to this Amended and Restated IGA.

IN WITNESS WHEREOF the Parties hereto have caused this Amended and Restated IGA to be executed.

**Pagosa Springs Sanitation General
Improvement District**

**Pagosa Area Water and Sanitation
District**

By: _____

By: _____

Title: _____

Title: _____

[Corporate Seal]

Attest: _____

Title: _____

[Corporate Seal}

Attest: _____

Title: _____

GRN Law: Word Documents:2746:PAWSD\PSSGID IGA:Drafts:160422 Final - PAWSD-PSSGID Amended & Restated IGA.docx

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EXHIBIT A

Debt Amortization Schedule

PSSGID/PAWSD AMMORTIZATION TABLE						
DISPERSAL AMOUNT PLUS INTEREST				\$2,976,258.39		
LESS ACCUMULATED INTEREST PAYMENT 11-30-2016				\$163,000.00		
LESS CONSTRUCTION/DESIGN ALLOWANCE FOR PS 2				\$4,500.00		
BALANCE TO BE AMORTIZED				\$2,808,758.39		
Annual Interest Rate				2.190%		
Years				20		
Payments Per Year				1		
Principal				\$2,808,758.39		
Payment No.	Payment	Principal	Interest	Balance		
1	(\$174,940.10)	(\$113,428.29)	(\$61,511.81)	\$2,695,330.10	11/30/2017	
2	(\$174,940.10)	(\$115,912.37)	(\$59,027.73)	\$2,579,417.73	2018	
3	(\$174,940.10)	(\$118,450.85)	(\$56,489.25)	\$2,460,966.88	2019	
4	(\$174,940.10)	(\$121,044.92)	(\$53,895.17)	\$2,339,921.96	2020	
5	(\$174,940.10)	(\$123,695.81)	(\$51,244.29)	\$2,216,226.15	2021	
6	(\$174,940.10)	(\$126,404.75)	(\$48,535.35)	\$2,089,821.40	2022	
7	(\$174,940.10)	(\$129,173.01)	(\$45,767.09)	\$1,960,648.39	2023	
8	(\$174,940.10)	(\$132,001.90)	(\$42,938.20)	\$1,828,646.50	2024	
9	(\$174,940.10)	(\$134,892.74)	(\$40,047.36)	\$1,693,753.76	2025	
10	(\$174,940.10)	(\$137,846.89)	(\$37,093.21)	\$1,555,906.86	2026	
11	(\$174,940.10)	(\$140,865.74)	(\$34,074.36)	\$1,415,041.13	2027	
12	(\$174,940.10)	(\$143,950.70)	(\$30,989.40)	\$1,271,090.43	2028	
13	(\$174,940.10)	(\$147,103.22)	(\$27,836.88)	\$1,123,987.21	2029	
14	(\$174,940.10)	(\$150,324.78)	(\$24,615.32)	\$973,662.43	2030	
15	(\$174,940.10)	(\$153,616.89)	(\$21,323.21)	\$820,045.54	2031	
16	(\$174,940.10)	(\$156,981.10)	(\$17,959.00)	\$663,064.44	2032	
17	(\$174,940.10)	(\$160,418.99)	(\$14,521.11)	\$502,645.45	2033	
18	(\$174,940.10)	(\$163,932.16)	(\$11,007.94)	\$338,713.29	2034	
19	(\$174,940.10)	(\$167,522.28)	(\$7,417.82)	\$171,191.01	2035	
20	(\$174,940.10)	(\$171,191.01)	(\$3,749.08)	\$0.00	2036	
	(\$3,498,801.96)	(\$2,808,758.39)	(\$690,043.58)			

EXHIBIT B

PSSGID/PAWSD					
LOIF YEAR 1		10/1/2011	TO	9/30/2012	
Annual Interest Rate		:	0.75%		
Compounding Periods Per Year		=	365		
PRINCIPAL ON		9/30/2012	=	\$38,690.93	
INTEREST ON		9/30/2012	=	\$80.26	
TOTAL ON		9/30/2012	=	\$38,771.19	
DISPERSAL DATE	REMAINING DAYS IN YEAR	DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT PLUS INTEREST	TEST
4/13/2012	170	\$1,925.00			
			\$1,925.00	\$1,925.24	\$1,931.74
4/19/2012	164	\$3,700.00			
			\$5,625.24	\$5,625.24	\$3,712.49
4/19/2012	164	\$5,804.00			
			\$11,429.24	\$11,431.82	\$5,823.59
4/30/2012	153	\$594.50			
			\$12,026.32	\$12,029.04	\$596.37
5/11/2012	142	\$3,850.00			
			\$15,879.04	\$15,888.18	\$3,861.25
6/8/2012	114	\$3,850.00			
			\$19,738.18	\$19,747.10	\$3,859.03
6/30/2012	92	\$87.00			
			\$19,834.10	\$19,839.40	\$87.16
7/13/2012	79	\$3,850.00			
			\$23,689.40	\$23,698.16	\$3,856.25
7/31/2012	61	\$2,581.50			
			\$26,279.66	\$26,285.07	\$2,584.74
8/10/2012	51	\$1,925.00			
			\$28,210.07	\$28,218.18	\$1,927.02
8/24/2012	37	\$9,736.50			
			\$37,954.68	\$37,957.80	\$9,743.91
8/28/2012	33	\$168.00			
			\$38,125.80	\$38,128.93	\$168.11
9/1/2012	29	\$99.58			
			\$38,228.51	\$38,234.01	\$99.64
9/8/2012	22	\$74.85			
			\$38,308.86	\$38,326.19	\$74.88
9/30/2012	0	\$445.00			
			\$38,771.19	\$38,771.19	\$445.00
		\$38,690.93		\$38,771.19	\$38,771.19 OK

PSSGID/PAWSD		10/1/2012	TO	9/30/2013	
LOIF YEAR 2					
Annual Interest Rate			:	0.75%	
Compounding Periods Per Year			=	364	
PRINCIPAL ON	9/30/2013	=		\$236,476.29	
INTEREST ON	9/30/2013	=		\$1,236.65	
TOTAL ON	9/30/2013	=		\$237,712.94	
DISPERSAL DATE	REMAINING DAYS IN YEAR	DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT PLUS INTEREST	TEST
10/1/2012	364	\$38,771.19			
			\$38,771.19	\$38,779.97	\$39,063.06
10/12/2012	353	\$1,925.00			
			\$40,704.97	\$40,710.01	\$1,939.05
10/18/2012	347	\$686.00			
			\$41,396.01	\$41,407.10	\$690.92
10/31/2012	334	\$188.00			
			\$41,595.10	\$41,602.81	\$189.30
11/9/2012	325	\$1,925.00			
			\$43,527.81	\$43,527.81	\$1,937.93
11/9/2012	325	\$18,949.47			
			\$62,477.28	\$62,504.32	\$19,076.79
11/30/2012	304	\$115.00			
			\$62,619.32	\$62,628.35	\$115.72
12/7/2012	297	\$1,925.00			
			\$64,553.35	\$64,553.35	\$1,936.82
12/7/2012	297	\$14,255.51			
			\$78,808.86	\$78,820.23	\$14,343.01
12/14/2012	290	-\$343.00			
			\$78,477.23	\$78,499.87	-\$345.06
12/28/2012	276	\$15,400.00			
			\$93,899.87	\$93,899.87	\$15,487.83
12/28/2012	276	\$3,067.36			
			\$96,967.23	\$97,007.20	\$3,084.85
1/17/2013	256	5,275.00			
			\$102,282.20	\$102,311.70	\$5,302.90
1/31/2013	242	15,400.00			
			\$117,711.70	\$117,799.05	\$15,476.98
3/8/2013	206	28,875.00			
			\$146,674.05	\$146,779.86	\$28,997.82
4/12/2013	171	44,275.00			
			\$191,054.86	\$191,165.12	\$44,431.27
5/10/2013	143	25,025.00			
			\$216,190.12	\$216,310.42	\$25,098.84
6/6/2013	116	10,587.50			
			\$226,897.92	\$226,902.59	\$10,612.84
6/7/2013	115	3,850.00			
			\$230,752.59	\$230,842.95	\$3,859.13
6/26/2013	96	500.00			
			\$231,342.95	\$231,419.23	\$500.99
7/12/2013	80	1,925.00			
			\$233,344.23	\$233,478.88	\$1,928.18
8/9/2013	52	3,850.00			
			\$237,328.88	\$237,358.23	\$3,854.13
8/15/2013	46	129.52			
			\$237,487.75	\$237,712.94	\$129.64
		\$236,476.29		\$237,712.94	\$237,712.94 OK

PSSGID/PAWSD					
LOIF YEAR 3	10/1/2013	TO	9/30/2014		
Annual Interest Rate	:	0.50%			
Compounding Periods Per Year	=	364			
PRINCIPAL ON	9/30/2014	=	\$2,298,009.23		
INTEREST ON	9/30/2014	=	\$5,526.33		
TOTAL ON	9/30/2014	=	\$2,303,535.56		
DISPERSAL DATE	REMAINING DAYS IN YEAR	DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT PLUS INTEREST	TEST
10/1/2013	364	\$237,712.94			
			\$237,712.94	\$237,745.60	\$238,904.48
10/11/2013	354	\$2,887.50			
			\$240,633.10	\$240,725.67	\$2,901.57
11/8/2013	326	\$5,125.69			
			\$245,851.36	\$245,945.93	\$5,148.69
12/6/2013	298	\$4,243.25			
			\$250,189.18	\$250,206.37	\$4,260.65
12/11/2013	293	\$500.00			
			\$250,706.37	\$250,761.47	\$502.02
12/27/2013	277	\$355.33			
			\$251,116.80	\$251,237.56	\$356.68
1/31/2014	242	\$206,000.00			
			\$457,237.56	\$457,281.53	\$206,685.91
2/7/2014	235	\$12,763.09			
			\$470,044.62	\$470,044.62	\$12,804.36
2/7/2014	235	\$5,821.45			
			\$475,866.07	\$476,049.12	\$5,840.27
3/7/2014	207	\$481.25			
			\$476,530.37	\$476,530.37	\$482.62
3/7/2014	207	\$179.00			
			\$476,709.37	\$476,774.86	\$179.51
3/17/2014	197	\$3,000.00			
			\$479,774.86	\$479,794.63	\$3,008.13
3/20/2014	194	\$432.50			
			\$480,227.13	\$480,372.28	\$433.65
4/11/2014	172	\$6,291.00			
			\$486,663.28	\$486,850.49	\$6,305.88
5/9/2014	144	\$417,731.71			
			\$904,582.20	\$904,582.20	\$418,558.80
5/9/2014	144	\$11,710.00			
			\$916,292.20	\$916,342.55	\$11,733.19
5/13/2014	140	\$9,267.55			
			\$925,610.10	\$925,915.29	\$9,285.39
6/6/2014	116	\$2,887.50			
			\$928,802.79	\$928,853.82	\$2,892.10
6/10/2014	112	\$536,565.48			
			\$1,465,419.30	\$1,465,701.14	\$537,391.59
6/24/2014	98	\$781.00			
			\$1,466,482.14	\$1,466,603.01	\$782.05
6/30/2014	92	\$1,072.72			

DISPERSAL DATE	REMAINING DAYS IN YEAR	DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT PLUS INTEREST	TEST	
7/8/2014	84	\$255,005.05	\$1,467,675.73	\$1,467,837.02	\$1,074.08	
7/11/2014	81	\$192.50	\$1,722,842.07	\$1,722,913.07	\$255,299.45	
7/11/2014	81	\$31,341.00	\$1,723,105.57	\$1,723,105.57	\$192.71	
7/11/2014	81	\$9,856.00	\$1,754,446.57	\$1,754,446.57	\$31,375.89	
7/15/2014	77	\$1,022.08	\$1,764,302.57	\$1,764,399.51	\$9,866.97	
7/30/2014	62	\$4,383.40	\$1,765,421.59	\$1,765,785.38	\$1,023.16	
7/31/2014	61	\$1,119.62	\$1,770,168.78	\$1,770,193.09	\$4,387.13	
8/4/2014	57	-\$31,341.00	\$1,771,312.71	\$1,771,410.04	\$1,120.56	
8/7/2014	54	\$169,092.27	\$1,740,069.04	\$1,740,140.75	-\$31,365.55	
8/8/2014	53	\$1,925.00	\$1,909,233.02	\$1,909,259.24	\$169,217.74	
8/15/2014	46	\$682.88	\$1,911,184.24	\$1,911,368.02	\$1,926.40	
9/5/2014	25	\$1,925.00	\$1,912,050.90	\$1,912,602.53	\$683.31	
9/8/2014	22	\$388,233.12	\$1,914,527.53	\$1,914,606.42	\$1,925.66	
			\$2,302,839.54	\$2,303,535.56	\$388,350.46	
		\$2,298,009.23		\$2,303,535.56	\$2,303,535.56	\$0.00

PSSGID/PAWSD					
LOIF YEAR 4	10/1/2014	TO	9/30/2015		
Annual Interest Rate	:		2.190%		
Compounding Periods Per Year	=		364		
PRINCIPAL ON	9/30/2015	=	\$2,835,402.00		
INTEREST ON	9/30/2015	=	\$65,894.81		
TOTAL ON	9/30/2015	=	\$2,901,296.81		
DISPERSAL DATE	REMAINING DAYS IN YEAR	DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT PLUS INTEREST	TEST
10/1/2014	364	\$2,303,535.56	\$2,303,535.56	\$2,304,228.60	\$2,354,537.89
10/6/2014	359	\$105,808.91	\$2,410,037.51	\$2,410,617.56	\$108,119.08
10/10/2014	355	\$770.00	\$2,411,387.56	\$2,414,436.09	\$786.62
10/31/2014	334	\$15,966.94	\$2,430,403.03	\$2,431,426.79	\$16,291.03
11/7/2014	327	\$3,347.75	\$2,434,774.54	\$2,435,214.03	\$3,414.26
11/10/2014	324	\$68,741.03	\$2,503,955.06	\$2,504,708.40	\$70,094.13
11/15/2014	319	\$336.24	\$2,505,044.64	\$2,507,306.33	\$342.76
11/30/2014	304	\$1,065.16	\$2,508,371.49	\$2,509,126.16	\$1,084.82
12/5/2014	299	\$1,442.05	\$2,510,568.21	\$2,511,021.38	\$1,468.23
12/8/2014	296	\$155,391.75	\$2,666,413.13	\$2,669,302.24	\$158,183.79
12/26/2014	278	\$1,820.16	\$2,671,122.40	\$2,671,926.04	\$1,850.86
12/31/2014	273	\$69,539.60	\$2,741,465.64	\$2,743,940.78	\$70,691.18
1/15/2015	258	\$1,207.97	\$2,745,148.75	\$2,748,784.59	\$1,226.87
2/6/2015	236	\$1,067.25	\$2,749,851.84	\$2,757,472.60	\$1,082.51
3/24/2015	190	\$1,259.03	\$2,758,731.63	\$2,759,727.65	\$1,273.50
3/30/2015	184	\$109,628.93	\$2,869,356.58	\$2,901,296.81	\$110,849.26
		\$2,835,402.00		\$2,901,296.81	\$2,901,296.81
					\$0.00

PSSGID/PAWSD

LOIF YEAR 5 10/1/2015 TO 9/30/2016

Annual Interest Rate : 2.190%

Compounding Periods Per Year = 365

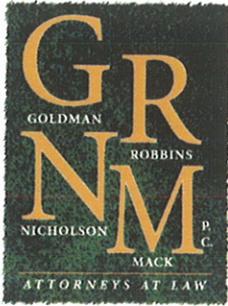
PRINCIPAL ON 9/30/2016 = \$2,901,296.81

INTEREST ON 9/30/2016 = \$64,237.30

TOTAL ON 9/30/2016 = \$2,965,534.11

DISPERSAL DATE	REMAINING DAYS IN YEAR	DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT PLUS INTEREST
10/1/2015	365	\$2,901,296.81	\$2,901,296.81	\$2,965,534.11
				\$2,965,534.11

PSSGID/PAWSD				
LOIF YEAR 6	10/1/2016	TO	11/30/2016	
Annual Interest Rate		:	2.190%	
Compounding Periods Untill Amortization S		=	60 out of 364 days in a year	
PRINCIPAL ON	11/30/2016	=	\$2,965,534.11	
INTEREST ON	11/30/2016	=	\$10,724.27	
TOTAL ON	11/30/2016	=	\$2,976,258.39	
DISPERSAL DATE	REMAINING Until Amortization Starts	DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT	ACCUMULATED DISPERSAL AMOUNT PLUS INTEREST
10/1/2016	60	\$2,965,534.11	\$2,965,534.11	\$2,976,258.39
				\$2,976,258.39



MICHAEL A. GOLDMAN
JEFFERY P. ROBBINS
LINDSEY K. S. NICHOLSON
JOSH W. MACK

DENNY R. EHLERS, Of Counsel

www.grn-law.com

June 15, 2016

Pagosa Springs Sanitation General Improvement District
551 Hot Springs Boulevard
Pagosa Springs, CO 81147

**RE: Pagosa Area Water and Sanitation District
Our File No. 2746.001**

Dear PSSGID:

Our firm is general counsel to the Pagosa Area Water and Sanitation District, Archuleta County, Colorado, acting by and through its Water Activity Enterprise (the "District").

The Pagosa Area Water and Sanitation District is duly organized and validly existing as a special district and political subdivision of the State of Colorado under the Constitution and laws of the State, particularly, Article 1 of Title 32, C.R.S. The District was validly established by resolution of the Board adopted on July 13, 1995 (the "Enterprise Resolution"), and from January 1, 2015, to and including the date hereof, was validly existing as an "enterprise" for purposes of Article X, Section 20 of the Constitution and the laws of the State of Colorado. The Enterprise Resolution designated the Board as the governing body of the District. The Enterprise Resolution has been duly adopted by District, complies in all material respects with the procedural rules of the District and the requirements of State law, has not been amended or modified after its adoption and remains in full force and effect on the date hereof.

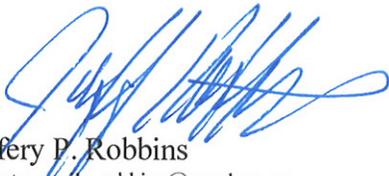
The Amended and Restated Intergovernmental Agreement by and between the Pagosa Springs Sanitation General Improvement District and the Pagosa Area Water and Sanitation District is a valid and binding obligation of the PAWSD acting by and through its Water Activity Enterprise.

Pagosa Springs Sanitation General Improvement District
June 15, 2016
Page 2 of 2

Furthermore, the Pagosa Area Water and Sanitation District is not required and shall not appropriate any money under the Amended and Restated Intergovernmental Agreement.

Sincerely,

GOLDMAN, ROBBINS, NICHOLSON & MACK, P.C.



Jeffery P. Robbins
Direct e-mail: robbins@grn-law.com

JPR/le

cc: Board - Pagosa Area Water and Sanitation District