

AGREEMENT FOR OPERATIONS AND MAINTENANCE SERVICES
WATER AND SEWER

THIS AGREEMENT is made and entered into effective the ___ day of _____ 2020, by and between BUFFALO MOUNTAIN METROPOLITAN DISTRICT, a quasi-municipal corporation organized under the laws of the State of Colorado and located in the County of Summit, State of Colorado, (the "District"), and _____, a _____ (the "Company").

RECITALS

WHEREAS, the District owns and operates for the benefit of property owners in Wildernest and Cortina Ridge a wastewater collection system ("Wastewater System") and a potable water system consisting of water wells, transmission and distribution lines, fire hydrants, and water treatment and storage facilities ("Water System"), collectively referred to herein as the "Systems"; and

WHEREAS, the District wishes to employ the Company to operate the Systems in the manner hereinafter described and did determine at a regular meeting held on _____, 2019, to award this contract for such services as described herein.

NOW, THEREFORE, for and in consideration of the premises and of the mutual representations, warranties, covenants, agreements, and undertakings hereinafter set forth, the parties hereto agree as follows:

ARTICLE I
APPOINTMENT OF COMPANY

1.01 Appointment of Company. Effective July 1, 2020 the District hereby retains the Company to perform operations and maintenance services for the Wastewater System and Water System of the District, and the Company hereby agrees to provide those services to the District pursuant to the terms and conditions set forth herein and as specifically designated by the Board of Directors of the District (hereinafter referred to as the "Board"), or the District Manager (hereinafter sometimes referred to as the "Manager").

1.02 Independent Contractor. In performing its services, the Company shall be an independent contractor of the District and not an employee or agent of the District, except as set forth in this Agreement.

ARTICLE II
DUTIES AND AUTHORITY

2.01 General Limitations and Requirements. The Company shall perform the services and have the authorities granted in this Article II. The Company shall have no rights or authorities, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically authorized by the District Manager or by the Board as reflected in the minutes of the Board meetings. The Company shall at all times conform to the stated policies established and approved by the Board and the scope of the Company's authority shall be limited to said stated policies. The Company shall at all times be subject to the direction of the Manager and shall keep the Manager informed as to all matters concerning the services it is providing. The Company shall provide the services as set forth herein, in full compliance with all applicable laws, rules and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District and/or the Company. The Company shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services as provided for herein.

Generally, utilizing the Systems, the Company accepts responsibility for providing sufficient, high quality potable water for all domestic, irrigation, fire suppression and other needs and high quality wastewater collection services to all property within the District; provided, however, that if and to the extent that the Systems are not, for reasons inherent to the Systems, capable of being operated in the manner required by this Agreement due to design or failure of the System, Company shall have no liability to the District or any other party for such noncompliance and such noncompliance shall not be deemed a breach of this Agreement.

2.02 Specific Duties and Authority - Water and Wastewater Systems. The Company agrees to provide the District those services regarding the District's Water and Wastewater Systems described in Exhibit A attached hereto (together, the "Systems") in compliance with all applicable federal, state, county, local and District laws, statutes, ordinances, and regulations, and in compliance with Court orders and decrees if such exist. Specifically, but not by way of limitation, the Company will perform at least the services listed on Exhibit A, it being the intent of the parties that the list is exemplary only, and it being the specific agreement of the parties that, unless excluded by the terms of this Agreement, all operation and maintenance requirements of the District's water system are intended to be performed by and included within the compensation paid to the Company; provided, that the parties agree that the Company's ability to perform the operations and maintenance requirements is limited by its level of expertise and inventory of equipment, and to the extent that the performance of Company would require (1) the purchase or rental of additional equipment, (2) the retention of additional outside personnel with knowledge or expertise not then held by Company, or (3) excavation beyond minor hand excavation of valves, manholes or other shallow District facilities to expose them for repairs or to bring them to a normal position of at or above grade, the same shall be deemed beyond the scope of the performance required of Company.

2.03 Emergency Services. When an emergency arises involving the Systems take timely and appropriate action as needed to control the circumstances in accordance with the Company's best judgment to protect the District, the Systems and District customers; provided, however, that the Company's duties with respect to emergencies shall extend only to response, review and administrative reaction to the situation at hand, which reaction will include minor repairs and adjustments to District facilities and operating equipment where necessary and within the expertise of the Company, but it is not contemplated that the Company will conduct substantial emergency repairs or replacement work on the District's facilities and operating equipment as part of the services rendered hereunder. Where the absence of available contractors or the shortness of time dictate, and to the extent that the Company has the expertise and available staff to provide the needed emergency repairs or replacement work, the Company will do so and will be compensated therefor at the hourly rates set forth in Exhibit B hereto. The Company shall report the emergency and action taken to the Manager as soon as practical.

2.04 Additional Services. In addition to these services, when, if in the professional opinion of the Company, other services are necessary, the Company shall recommend same to the Manager together with a proposal for and estimated cost of the same. In the event that additional compensation will be requested for the performance of such services, the Manager shall present the proposal and estimate to the Board as soon as possible.

Any material additions to the Systems during the term of this Agreement shall also be operated as set forth above and Company and the District shall mutually agree upon what, if any additional compensation shall be provided for such additional services.

2.05 Service by Others. In addition to service requirements solely to be performed by the Company, and whenever possible with prior notice to and approval of the Board, Company will also be responsible under this Agreement to make recommendations for, coordinate, supervise and/or perform the following services, which if

performed by the Company shall be considered outside of the scope of work required of the Company by this Agreement and compensated at the rates of compensation set forth in Exhibit B:

- A. Excavation and repair and/or replacement of District mains, fire hydrants, and other facilities owned by the District and located beneath the ground.
- B. Construction, reconstruction or major repairs of reservoirs or facility housings.
- C. Inspection, cleaning, repair and painting of the interior of reservoirs.
- D. With Board approval, video examination of wastewater lines on an "as needed" basis to check for infiltration and other potential service problems.
- E. With Board approval, hydro-jet clean and flush wastewater mains on a three-year cycle.
- F. With Board approval, sonic detection of leaks in District water mains and property owners' water service lines.
- G. Excavation, repair, maintenance and/or replacement of District mains, manholes, and other facilities owned by the District and located beneath the ground.
- H. Other requirements, as approved by the Board.

2.06 Extent of Services. The Company shall have the right and authority to designate the individual employees who shall perform the services required of the Company with respect to the performance of this Agreement. The Company shall devote such time, effort, resources, and personnel to the District as shall be reasonably necessary to conduct the business and activities of the District in a reasonable, prudent, and professional business manner. Nothing in this Agreement, however, shall prohibit the Company from being involved in other business activities during the term of this Agreement, including the provision of operation and maintenance services to other special Districts, provided such activities do not interfere with the Company's provision of the services required herein in a timely and professional manner. The Company shall not, however, engage in other business activities that create a conflict of interest for the District or the Company without first fully disclosing to the District Manager the nature of such activities and the conflict of interest related thereto and securing from the District Manager permission to engage in such activities.

ARTICLE III
REPORTING REQUIREMENTS

3.01 Reporting System. The Company shall establish and maintain a reporting system to ensure the receipt by the District Manager and the Board of necessary information regarding the District's management and services in order for the Manager to determine whether such services are being delivered in the defined manner. The Company shall submit performance reports to the Manager and shall make recommendations to the Manager with respect to improvements that may be made to insure cost-effective, efficient and necessary services. The Company shall provide information to the Manager and the Board with respect to the operations and maintenance functions provided by or at the direction of the Company on behalf of the District, including, but not limited to, the following:

- A. Monthly reports of the total potable water produced.

- B. Monthly reports of any non-compliance with regulatory standards for potable water or sewage effluent.
- C. Monthly reports of the work activities related to each preventive maintenance program.
- D. Monthly reports of the work activities performed by other contractors for maintenance services.
- E. When fuel costs exceed \$4.00 per gallon, monthly reports of the number of gallons purchased and the cost per gallon.

3.02 Illegal Immigrants. The Company shall comply with any and all federal, state and local laws, rules and regulations regarding the hiring of employees and retention of subcontractors, including without limitation Section 8-17.5-101 et seq., C.R.S., as follows:

A. The Company shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a sub-contractor who (a) knowingly employs or contracts with an illegal alien to perform work under this Agreement, or (b) fails to certify to the Company that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. The Company hereby certifies that it does not knowingly employ or contract with an illegal alien. The Company shall participate in either the E-Verify Employment Verification Program administered by the United States Department of Homeland Security ("E-Verify Program") or the State's Department Program established pursuant to C.R.S. 8-17.5-102(5)(c) to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. The Company shall not utilize the E-Verify Program or the Department Program procedures to independently undertake pre-employment screening of job applicants.

C. The Company shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If Company obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Company shall be required to: (a) notify the subcontractor and the District within three (3) days that Company has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving notice from Company, the subcontractor does not stop employing or contracting with the illegal alien; except that Company shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Company shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation by the Department pursuant to Section 8-17.5-102(5), C.R.S.

D. In addition to any other legal or equitable remedy the District may be entitled to for a breach of this Agreement, if the District terminates this Agreement, in whole or in part, due to the Company's breach of any of this Article XIV, the Company shall be liable for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Company to the Colorado Secretary of State as required by law.

ARTICLE IV
COMPENSATION

4.01 Operations and Maintenance Services Fee. For performance of the services as set forth herein, the District shall pay to the Company a fee of \$_____ to be pro-rated on a monthly basis and due on the 15th day and the last day of each month.

Any services performed by Company on behalf of the District outside the Company's defined duties, as set forth in this Agreement and the preventative maintenance program, shall be billed monthly based on the actual time expended and the hourly rates noted in Exhibit B, subject to the conditions established in Article II concerning additional or emergency services.

4.02 Reimbursement and Approval of Expenditures. In addition to the fee set forth in Section 4.01 hereof, the Company shall be reimbursed by the District for those specific expenditures incurred by the Company on behalf of the District that are specifically approved or ratified by the Board. The Company shall submit an itemized account of such expenditures, including reference to the specific District project to the Manager and shall receive the Manager's approval or, where required hereby, the Board's approval prior to being entitled to reimbursement by the District; provided, that the Company shall be reimbursed, penny for penny, for fuel expenses exceeding \$4.00 per gallon and expended by the Company to fuel the Company's vehicles and equipment used directly in the performance of the services described in this Agreement.

Additionally, the District shall supply all necessary chemicals, materials, meters, etc. necessary for operating the Water System and Wastewater System. The Company shall be responsible for ordering necessary supplies subject to the approval of the Manager.

4.03 Current Obligation of District. The obligations of the District hereunder are current obligations of the District. The District covenants that it has currently allocated sufficient funds to fulfill its obligations hereunder for the entire term of this Agreement.

ARTICLE V
DURATION, TERMINATION, AND DEFAULT

5.01 Initial Term. The initial term of this Agreement shall commence effective as of July 1, 2020 and shall continue until December 31, 2023 unless sooner terminated in accordance with other provisions of this Agreement, subject to renewal in 5.02.

5.02 Renewal. After the initial term, unless terminated pursuant to the terms hereof, subject to the requirements of budgeting and appropriation, this Agreement shall be automatically renewed for two successive one year periods without further action by either Party; provided, however, that in no event shall the term be extended beyond the fifth year without express action by the Board. Company agrees to use its best efforts to provide the Board with one (1) years notice of any intention not to seek renewal of the Agreement beyond the fifth year.

5.03 Termination.

A. Except as provided in Section 5.03C hereof, this Agreement may be terminated by either Party upon no less than ninety (90) days' written notice to the other Party, but only following a default by such other Party and following the receipt of written notice of such default by such other Party and the failure of such other Party to cure such default within thirty (30) days of such other Party's receipt of such notice or, in the event that such default may not be cured within thirty (30) days, then the failure of such other Party to commence cure during the 30-day period and diligently pursue such cure until such default is corrected.

B. A default may include, but is not limited to, the following:

1. The District or Company fails to perform any of its services in the manner or within the time required herein.

2. The District or Company files for protection of bankruptcy or other insolvency proceeding, becomes insolvent or otherwise unable to meet its obligations hereunder.

C. This Agreement may be terminated by the District upon no less than sixty (60) days' written notice to the Company, but only following: (1) the annexation of all or a portion of the territory within the District into the Town of Silverthorne and the adoption of an ordinance, resolution, or other written commitment by the Town of Silverthorne to provide services within the District that the District Board determines are comparable to the services provided under this Agreement; or (2) the presentation by the Town of Silverthorne, the Town of Dillon, the County of Summit, or any other governmental agency, of a written commitment to provide services within the District that the District Board determines are comparable to the services provided under this Agreement. In the event that, in the opinion of the District, any such commitment is for the provision of fewer than all of the services provided by the Company hereunder, the Parties shall negotiate in good faith to modify this Agreement and the compensation paid hereunder to avoid duplication of efforts.

5.04 Ownership of Information and Materials. The Company shall, upon completion of its services or any sooner termination of this Agreement, deliver to the District all written data and information generated by or for the Company in connection with the services provided hereunder, or supplied to the Company by the District or the District's contractors or agents, and all drawings, plans, books, records, contracts, agreements, spreadsheets, data compilations, electronic data storage media, and all other documents and writings in its possession relating to its services or the District, and the District shall have the right to use the same without further compensation to the Company. Such data and information and all such documents shall at all times be the property of the District. The parties agree that the requirements of this Section 5.04 shall not extend to information in any form relating to the financial or internal operations of the Company and its business.

ARTICLE VI
INDEMNIFICATION, BONDING AND INSURANCE

6.01 District Insurance. The District shall maintain general liability, automobile liability and property liability insurance coverage. All such insurance shall be in amounts at least equal to the limits of liability contained in the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as amended. The District shall deliver to the Company certificates of insurance evidencing compliance with this Section 6.01.

6.02 Indemnity. The Company hereby agrees to indemnify and hold harmless the District, and each and every one of its directors, employees, and agents from and against any and all claims, demands, losses, liabilities,

actions, lawsuits, and other proceedings, judgments and awards, and costs and expenses (including reasonable attorney's fees), arising in whole or in part, out of any mistake, act or omission or negligence or any criminal or tortious act or omission of the Company or any of its agents, employees or former employees, in connection with this Agreement or the Company's services or work hereunder, whether within or beyond the scope of its duties or authority hereunder. The Company agrees to indemnify the District for any loss resulting from the Company's failure to obtain or maintain any of the insurance coverage required in 6.04. The provisions of this Section shall survive termination of this Agreement.

6.03 Fidelity Bond. The Company shall secure and maintain, at the Company's expense, a fidelity bond in favor of the District covering the Company and all of its employees or agents who may handle or be responsible for monies or property of the District. The bond shall protect the District against any fraudulent or dishonest act which results in the loss of money, securities, or other personal property belonging to or in the possession of the District. The fidelity bond shall be in an amount not less than \$10,000.00 and with a surety and by a bond satisfactory to the District.

6.04 Company Insurance. The Company shall, during the term of this Agreement or any renewals or extensions hereof, maintain at its sole cost the following types and restrictions of insurance coverage.

A. The Company shall provide and maintain for all of its employees, workmen's compensation insurance or other such compensation provisions for its employees as required by Colorado law, as amended, and applicable federal laws, rules and regulations. The Company specifically waives any rights against the District for workmen's compensation claims and accepts subrogation to its workmen's compensation insurance for any and all workmen's compensation judgments against the District by any of the Company's employees or former employees. The Company shall comply with all applicable unemployment compensation requirements.

B. The Company shall obtain and maintain commercial general and automobile liability insurance in an amount not less than \$350,000.00 per person and \$990,000.00 per occurrence or in amounts at least equal to the limits of liability contained in the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as amended, whichever amount is higher.

C. All such Company's insurance shall be carried with insurance companies satisfactory to District. Company shall forthwith procure and cause to be furnished to District certificates from the insurance carriers stating that the insurance is in full force and effect, that the premiums have been paid thereon, and that the insurance carrier will give District at least thirty (30) days' prior written notice of any termination, cancellation, or modification of the terms of such insurance.

ARTICLE VII MISCELLANEOUS

7.01 Licenses. The Company shall, at its own expense, qualify to do business and obtain and maintain such licenses as may be required for the performance by the Company of the services required pursuant to the terms of this Agreement. Specifically, the Company will provide personnel with state certified water and sewer licenses as appropriate and required for the District's water system and wastewater system.

7.02 Amendment. This Agreement is subject to amendment only by the written consent of the parties and such amendment shall be effective as of the date the amendment is executed by the parties or such other date as the parties shall designate.

7.03 Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. If any provisions of this Agreement or application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

7.04 Construction of Language. The language used in this Agreement and all parts thereof shall be construed, as a whole, according to its fair meaning, and not strictly for nor against any party, and all parties have equally participated in the preparation of this Agreement.

7.05 Non-Waiver. No waiver of any conditions, remedy or provision of this Agreement shall be deemed to have been made unless expressly made in writing and signed by the party against whom such a waiver is charged; and

A. the failure of either party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Agreement or to exercise any option herein contained, shall not be construed as a waiver thereof or as a relinquishment for the future of any such provisions, covenants, conditions or options;

B. the acceptance or performance of anything required by this Agreement to be performed with knowledge of the breach or failure of a covenant, condition or provision hereof shall not be deemed a waiver of such breach or failure; and

C. no waiver by a party of a breach by the other party shall be construed as a waiver with respect to any other or subsequent breach.

7.06 Governing Law. The terms and provisions of this Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Colorado.

7.07 Time of Essence. Time is of the essence in the performance of this Agreement.

7.08 Assignment and Subcontractors. This Agreement is personal to the Company, and the Company shall have no right, power, or authority to assign this Agreement, or any portion hereof, or to delegate any duties or obligations arising hereunder, either voluntarily, involuntarily, or by operation of law, without the prior written approval of the District Manager. Assignment in violation of this Section shall without more be void *ab initio*.

7.09 Captions and Headings. The headings throughout this Agreement are for convenience and reference only, and shall in no way be deemed to define, limit, or add to the meaning of any provision of this Agreement.

7.10 Singular or Plural; Gender. Whenever the context requires, the singular shall include the plural, the plural the singular, and one gender shall include all genders.

7.11 Integration. This Agreement embodies the entire agreement and understanding between the parties

and supersedes all prior agreements and understandings, if any, between the parties relating to the subject matter thereof.

7.12 Notices. All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered or sent by certified United States mail, postage prepaid, with return receipt requested, addressed to the parties as follows:

District: Buffalo Mountain Metropolitan District
PO Box 2430
Silverthorne, CO 80498

with a copy to: Spencer Fane LLP
Attn: Matthew R. Dalton
1700 Lincoln Street, Suite 2000
Denver, CO 80203

Company:

with a copy to:

Either party may change the address at which it receives written notice by so notifying the other party in writing in the manner provided herein.

7.13 No Third Party Beneficiaries. It is the intent of the parties hereto that no third party beneficiary interest is created in this Agreement. The parties hereto are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions.

7.14 No Waiver of Governmental Immunity. The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S Section 24-10-101 *et seq.* as the same may be amended.

7.15 Venue. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the County of Summit, Colorado.

7.16 Appropriation. All financial obligations of the District under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the District for the purposes of this Agreement.

7.17 No Personal Liability. No elected official, director, officer, agent or employee of the District shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day first written above.

BUFFALO MOUNTAIN METROPOLITAN DISTRICT

ATTEST:

By: _____
Secretary

By: _____
President

[COMPANY]

By: _____

Name: _____

Title: _____

EXHIBIT A

Water and Sewer Service Responsibilities

Operator in Responsible Charge (ORC) will perform skilled work in managing the operation, monitoring, controlling, evaluation, and troubleshooting of the District's water distribution and sewer collection system. ORC will collect samples, perform analysis and make any adjustments necessary and maintain records in written and electronic forms. ORC will file all necessary reports required by state and/or local governments to ensure the District remains in compliance of all relevant rules, regulations and/or statutes at all times.

A. Daily:

1. Provide on-call availability (24 hours a day, 365 days a year) for any water alarms, water main breaks, emergencies or needs; respond to emergencies; review situation; control situation with initial valve shutoff; contact Manager and contractors for repairs; oversee repairs
2. Consult with District field tech on a daily basis monitoring for water or sewer leaks.
3. Monitor and interpret SCADA water data and respond quickly to and investigate alarms. Communicate with the District's telemetry control company AmWest Controls when malfunctions occur.
4. Check CL2 and P.H. flow readings
5. Check water plant operation equipment looking for leaks or problems
6. Check Miox machine: motors, valves, piping; add salt as needed
7. Check operation of controls, inspect injection system, plumbing, and well production
8. Inspect for heat and humidity problems
9. Clean and perform minor maintenance and upkeep on District facilities
10. BMMD will provide a full time District employee to help with required maintenance (10 hours per week in winter and 20 hours per week in summer). The District provides one $\frac{3}{4}$ ton pick-up to be utilized by the BMMD employee.
11. In the event of an extended power outage (several days), operate the District portable generator to power the water pumps at the water intake facility and the various pump house locations

B. Twice weekly or more frequently, as needed:

1. Visual check of water tanks, reservoir houses, radio antennae, District-owned properties and fire hydrants
2. Follow inspection program for water system: inspect pipes, controls, radios, control valves, pumps and motors; make adjustments, if able to and if necessary

3. Visually check water quality and record water production readings
4. Perform Miox machine cleaning and minor repairs
5. Work with the District field tech employee to maintain up-to-date GIS mapping of District water & sewer system facilities including maintenance; update District system mapping as new development occurs. Maintain as-built drawings for new construction.
6. Perform utility locates for District water and wastewater system as requested
7. Work with the District in response to customers' water-related questions or problems: leaks, water quality, curb valve issues

C. Monthly:

1. Attend monthly District board meetings. Provide written report to District Manager in advance of the meeting to include:
 - 1) monthly total potable water produced
 - 2) any non-compliance with regulatory standards for potable water or sewage effluent
 - 3) work activities related to each preventive maintenance program
 - 4) work activities performed by other contractors for maintenance services
2. Collect bacti samples and forward to State lab for analysis; submit bacti testing results to State
3. Submit water production data to State water commissioner
4. Check problem sewer flow areas regularly: behind Forest Park, Buffalo Drive, North Side Circle, Poplar, Wildercrest Court, Bashore lower loop, Fawn Court
5. Clean floor drains in reservoir houses

D. Fall/Spring/Summer (Water System):

1. Perform required state testing for copper/lead and any other required water quality reporting
2. Scheduled & oversee annual water leak detection services
3. Turn on and off fire hydrants at customer's or District's request
4. Notify District of any scheduled water service interruptions
5. Work with fire department on fire hydrant operation and flow testing. Assist fire department at fires
6. Perform above ground repairs and maintenance on fire hydrants, as needed
7. When within the capabilities of the Company, rebuild, repair, or, with the consent of the Board, replace District equipment as needed, including minor pump and motor repairs; clay valve repairs, when possible;

minor electrical and plumbing repairs; minor Miox system repairs; and manhole street rings, if possible.

8. Annually expose and mark all valve boxes and exercise all valves. Where necessary and within the Company's expertise, repair valve boxes including minor hand excavation if necessary
9. Obtain regular education, training and State licensing
10. Order necessary water parts
11. Unload salt, water system parts, and other District supplies
12. Oversees the inspection of new tap installations for conformance to District Standards, confirms adequate documentation of tap location and physical tie-ins and coordinates addition of this information with the District field tech into the District's GIS System.
13. Prepare for and oversee fire marshal and State inspections of water/sewer facilities
14. In consultation with District Manager, get bids for new equipment, repairs and services provided by others
15. Coordinate well pump and motor repairs as needed
16. Perform minor maintenance and repairs on intake facility, heater filter replacements, door locks, lighting, security
17. Prepare consumer confidence report and submit to District Manager for distribution

E. Winter (Water System):

1. Inspect valve boxes to maintain clear access
2. Coordinate with District Road Operator to maintain clear driveway access to all District facilities & pump houses

F. Fall/Spring/Summer (Sewer System):

1. Inspect sewer taps onto sewer mains as requested
2. Immediately notify District Manager of any known service problems
3. Follow preventative maintenance program for District wastewater facilities and equipment; including inspecting, cleaning, repairing or replacing items when needed and within Company's capabilities.
4. Expose all accessible manholes and inspect for infiltration, debris, defects and irregular flows; flush, if needed; check manholes on back lot lines and uncover buried manholes in right-of-way for inspection
5. Maintain clearance around all manholes
6. As needed, make minor adjustments to correct elevations and structural integrity of manholes, except for

asphalt overlays

7. Oversee flushing/cleaning and jetting of wastewater mains, as needed
8. Obtain regular education, training and State licensing
9. Inspect Cortina Ridge Lift Station and make recommendations for cleaning or repairs
10. Oversees the inspection of new tap installations for conformance to District Standards, confirms adequate documentation of tap location and physical tie-ins and coordinates addition of this information with District the field tech to the District's GIS System.

G. Planning

1. In cooperation with Manager, assist with annual budget regarding operations of the water & sewer system
2. Assist District Manager with capital infrastructure project planning and attend periodic meetings with district engineers, or other consultants
3. Participates in annual strategic and master planning processes with District Manager
4. Assist District Manager with annual asset management & replacement plan
5. Assist District Manager with project Bid processes (i.e., request for proposal, bid package, pre-bid meetings, bid opening, bid review and assessment, interviews and recommendation)
6. Attends design and construction meetings when appropriate, reviews change orders and keeps apprised of design and construction changes

EXHIBIT B

**Company Labor & Equipment Rates
Outside Scope of Agreement**

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Water/Sewer Operator	\$
Assistant Operator	\$
Skilled Laborers	\$
Laborers	\$
Mechanical	\$

Provide rates for the following equipment if owned. Otherwise, current rental rates will apply.

<u>EQUIPMENT CHARGES</u>	<u>Hourly Rate</u>
*Forklift	\$
Grader	\$
Loader	\$
Back Hoe	\$
One ton truck	\$
Regular truck	\$
Dump truck	\$
Skid steer	\$
Vac Truck	\$
Jetter	\$

*Forklift will be needed at least twice per year to off-load pallets of salt for water treatment.