

ATTACHMENT D

WEST SLOPE CHARGE AGREEMENT

Agreement between Recipient, River District and Denver Water.

1. Recipient agrees to pay into the West Slope Fund the West Slope Charge for each acre-foot of water provided by Denver Water, as provided in Recipient's water supply contract with Denver Water.
 - The West Slope Charge will be 12.5% or 15% of the standard nonpotable or potable water rate, as applicable, charged by Denver Water to customers outside its Service Area.
 - The appropriate percentage will be determined by provision of the CRCA that authorizes the source of water [Future Contract (Article I.B.1); reusable return flows (Article I.B.2.e); spot sale (Article I.B.3.a); or temporary lease (Article I.B.3.b)].
 - Recipient agrees that payment of the West Slope Charge is a contractual obligation to the River District, established at the defined percentage. Parties agree that the West Slope Charge is not a cost-based rate, but a contractual obligation, and is not governed by rate provisions in Denver Water's water supply contracts and leases.
 - Recipient agrees that nonpayment of the West Slope Charge may constitute breach of this contract and may result in suspension of water deliveries.
2. Billing and payment
 - Denver Water agrees to be responsible for billing and collection of the West Slope Charge on behalf of the River District.
 - Whenever Denver Water adjusts the rates charged to customers outside the service area [usually annually], it will notify the River District in the same manner as it notifies its customers. The River District will respond in writing, requesting that Denver Water be responsible for billing and collection of the West Slope Charge based on the adjusted rate.
 - Recipient will pay the West Slope Charge as part of its payment for water provided.
 - Denver Water will follow its normal procedures for providing notice of nonpayment.
 - Denver Water will transmit the collected West Slope Charge payments to the River District on a regular schedule determined by the payment schedule.
3. Default for nonpayment
 - If Recipient fails to pay the West Slope Charge within the period allowed by Denver Water's normal collection procedures, Denver Water will send a written notice to the River District.
 - The River District will send written notice to Recipient, with a copy to Denver Water, of breach of contract for failure to pay the West Slope Charge. The notice of breach shall include a reasonable period during which the Recipient may cure the breach.

- The River District will undertake such measures as it deems necessary to collect the unpaid West Slope Charge.
 - If other efforts fail and the River District deems it necessary, the River District will send a notice of proposed suspension of water delivery to the Recipient and a notice of default to Denver Water requesting that Denver Water suspend delivery of water on a proposed date of suspension, which shall be no less than 10 days following the date of the notice. [For spot sales, the notice to Denver Water will request that the recipient be disqualified from future spot sales until the default is cured.]
 - If payment is not received prior to the end of the noticed period, Denver Water agrees to suspend deliveries of water [or disqualify Recipient from future spot sales] as requested by the River District, until such time as the West Slope Charge is paid and the River District requests Denver Water to resume deliveries.
 - Denver Water will not suspend deliveries of water to a Recipient unless the written notice of default includes a certification from the River District that it will take full responsibility for any damages to Recipient resulting from suspension of service requested by River District that is later determined to be unlawful or to be invalid by reason of an error committed by the River District, and to hold Denver Water harmless for any such damages and costs incurred by Denver Water, if any, in defending itself. The River District will assume no responsibility for an error committed by Denver Water.
4. For Recipients who receive water from reusable return flows and Future Contracts
- Agree to Abstention Provisions.

ATTACHMENT D

WEST SLOPE CHARGE AGREEMENT For WISE project – Article I.B.4

Agreement between Authority, River District and Denver Water.

1. Authority agrees to pay into the West Slope Fund the West Slope Charge for each acre-foot of water provided by Denver Water, as provided in Authority's water supply contract with Denver Water.

- The West Slope Charge will be 12.5% of the standard nonpotable or potable water rate, as applicable, charged by Denver Water to customers outside its Service Area.
- Authority agrees that payment of the West Slope Charge is a contractual obligation to the River District, established at the defined percentage. Parties agree that the West Slope Charge is not a cost-based rate, but a contractual obligation, and is not governed by rate provisions in Denver Water's water supply contracts and leases.
- Authority agrees that nonpayment of the West Slope Charge may constitute breach of this contract and may result in suspension of water deliveries.

2. Billing and payment

- Denver Water agrees to be responsible for collection of the West Slope Charge on behalf of the River District.
- Whenever Denver Water adjusts the rates charged to Authority [usually annually], it will notify the River District in the same manner as it notifies its customers. The River District will respond in writing, requesting that Denver Water be responsible for billing and collection of the specified revised West Slope Charge based on the adjusted rate.
- Authority will pay the West Slope Charge as part of its payment for water provided.
- Denver Water will follow its normal procedures for providing notice of nonpayment.
- Denver Water will transmit the collected West Slope Charge payments to the River District on a regular schedule determined by the payment schedule.

3. Default for nonpayment

- If Authority fails to pay the West Slope Charge within the period allowed by Denver Water's normal collection procedures, Denver Water will send a written notice to the River District.
- The River District will send written notice to Authority, with a copy to Denver Water, of breach of contract for failure to pay the West Slope Charge. The notice of breach shall include a reasonable period during which the Authority may cure the breach.
- The River District will undertake such measures as it deems necessary to collect the unpaid West Slope Charge.

- If other efforts fail and the River District deems it necessary, the River District will send a notice of proposed suspension of water delivery to the Authority and a notice of default to Denver Water requesting that Denver Water suspend delivery of water on a proposed date of suspension, which shall be no less than 10 days following the date of the notice.
- If payment is not received prior to the end of the noticed period, Denver Water agrees to suspend deliveries of water as requested by the River District, until such time as the West Slope Charge is paid and the River District requests Denver Water to resume deliveries.
- Denver Water will not suspend deliveries of water to the Authority unless the written notice of default includes a certification from the River District that it will take full responsibility for any damages to the Authority resulting from suspension of service requested by River District that is later determined to be unlawful or to be invalid by reason of an error committed by the River District, and to hold Denver Water harmless for any such damages and costs incurred by Denver Water, if any, in defending itself. The River District will assume no responsibility for an error committed by Denver Water.

4. Agree to Abstention Provisions and agree to enforce Abstention Provisions against WISE Participants, as required in the Participation Agreement between the Authority and the WISE Participants, relevant portions of which are attached.