

SEWER SERVICE AGREEMENT EXTENSION  
BETWEEN  
RAPID CANYON SANITARY DISTRICT  
CITY OF RAPID CITY, SOUTH DAKOTA

This Agreement executed this 22 day of March, 2005, as an extension of an agreement made the 1<sup>st</sup> day of April 1980. This new agreement is made to allow the extension of Sewer services as defined in the April 1, 1980 agreement between the City of Rapid City, a municipal corporation organized under the laws of the State of South Dakota, hereinafter referred to as the "City" and the Rapid Canyon Sanitary District, a Sanitary District organized under the laws of the State of South Dakota, hereinafter referred to as "District".

RECITALS

1. The City has constructed and operates a wastewater collection and treatment system for the purpose of collection, treatment and disposal of sewage;
2. The District has constructed and operates a sewage collection system in the Rapid Canyon Sanitary District;
3. The District encompasses an area, within and partially outside the City Limits, which is so situated that the sewage thereof becomes, or may become, a menace to the residents of such area and to the residents of the City;
4. The District is empowered under SDCL 34-17-27 to enter into a contract with the City to use the facilities of the City for the treatment and disposal of sewage of the District.
5. The City and District desire to enter into a contract to allow the District to use the sewage treatment and disposal facilities of the City and to establish rights and obligations incident thereto.

In consideration of the mutual covenants, agreements, and conditions contained in the original agreement and hereunto transferred to this extension, City and District agree as follows:

## SECTION ONE DEFINITIONS

The words, terms and phrases of a technical nature relating to wastewater collection and treatment shall have the meaning assigned to them in Section 13.08.010 of the Rapid City Municipal Code and shall be interpreted as such throughout this Agreement.

One (1) SFRE equals one (1) single-family residential user, as defined by Section 13.08.010 of the City's Municipal Code.

## SECTION TWO USE OF WASTEWATER TREATMENT PLANT

The City hereby grants to the District the right to discharge sewage into the City's sewer system at the Chapel Lane/Jackson Blvd. Intersection. The City agrees to transport such sewage from the point of entry to the wastewater treatment works of the City, and to treat and dispose of such sewage, all subject to the conditions herein. The District shall discharge its sewage into the City sewer system through a totalizing flow meter located as near to the point of discharge as possible and convenient. The City shall furnish, install and read the meter. The District shall pay the City to maintain said meter including an annual calibration. The calibration shall be performed annually in the presence of District representation and be submitted to the Water Billing office by June 1, 2005, and every year thereafter by said June 1 date.

The City shall tabulate measured flows and submit by June 1, 2005 to the District, the volume of sewage expected to be paid each month for the following year. The sewage payments to the City will be monthly volumes of sewage comprising the total volume measured divided by twelve (12). Payments to the City shall begin June 1, 2006, and monthly thereafter.

## SECTION THREE ENACTMENT OF SEWER ORDINANCES

The City agrees to furnish copies of City ordinances and the District agrees to enact applicable portions of such ordinances to govern the District, prior to discharge of any sewage into the City's system. The District agrees that the enacted ordinances shall comply with the regulations of the Federal Environmental Protection Agency and the South Dakota Department of Environment and Natural Resources. The District further agrees to enforce the terms of any such enacted ordinances and to furnish the City with a copy of such ordinances and any amendments adopted subsequent thereto. The District agrees to establish and enforce an industrial pre-treatment program at least equal to that

established by the City in the event any user within the District conducts any operation, which would be subject to such program if located within District boundaries.

#### SECTION FOUR SERVICE CHARGES

The District shall pay to the City, monthly service charges based upon the volume as tabulated under SECTION TWO above times the service charge the City is imposing upon its wastewater subscribers, as calculated pursuant to Section 13.08.370 of the City's Municipal Code, as said Section is in existence at the time of the entering into of this Agreement, and as said Section may be amended in the future to reflect any increase or decrease to the charge imposed by the City to be paid by a tenant or owner of a premises served by the wastewater collection and treatment system of the City. At the time of the entering into of this Agreement, Section 13.08.370 of the City's Municipal Code provides that the rate to be paid for service to the lines owned by a governmental entity, such as the District, shall be 100% of the rate charged to retail customers of the wastewater collection and treatment system.

As Section 13.08.370 is amended, the District shall be afforded appropriate lead-time to incorporate any rate increase or decrease into the next mil levy.

Service charges shall be payable monthly, on or before the tenth (10<sup>th</sup>) day of each month.

#### SECTION FIVE INDUSTRIAL AND COMMERCIAL USERS

In the event an industrial or commercial user shall desire to convey wastes other than domestic sewage to District's sewage collection system, this Agreement shall be amended to include a permit system as provided in Section 13.08 of the City's Municipal Code, including pretreatment, monitoring, sampling, record keeping, and reporting as required under Section 13.08, and in compliance with federal categorical pretreatment standards, as provided in section 13.08.330.

District shall permit no significant or minor industrial user to use District's sewage collection system until such aforementioned conditions have been implemented by mutual agreement between the City and the District.

SECTION SIX  
ANNEXATIONS TO THE DISTRICT

The present boundaries of the District are the same and unchanged from the boundaries described and outlined in the original April 1, 1980 Agreement.

The District shall not allow the use of the District's sewage collection system by any properties, other than those properties set forth in the original April 1980 Agreement. If the District should expand its boundaries, it shall not allow anyone within the extension of such boundaries to convey sewage or industrial waste to the City Wastewater Treatment Plant without prior written approval of the City allowing persons in such extended area to use the City Wastewater Treatment Plant.

SECTION SEVEN  
TEMPORARY DISCONTINUANCE OF SERVICE

The City reserves the right to temporarily discontinue service to the District, with proper notification, whenever it is necessary to insure proper operation of the City's wastewater collection and treatment system. No claims for damages for such discontinuance shall be made by the District against the City.

SECTION EIGHT  
TERM AND TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect for a period of twenty (20) years from the date of the execution of this Agreement; however, either party may terminate this Agreement upon one (1) year's written notice served upon the other party by delivering the same to the Mayor of the City of Rapid City or the Chairman of the Board of Trustees of the District, or at any time upon mutual consent of both parties.

SECTION NINE  
EXTENSION TO PRIOR AGREEMENT

This agreement shall amend and extend the April 1, 1980, agreement between the parties to the extent it complies with current ordinances and

resolutions. All intents and expressions of the April 1, 1980, Agreement shall remain as an addendum to this Agreement. Where any change has been made to the rights and obligations of the parties between this agreement and the prior agreement, it is understood that the language of this agreement will control.


In witness whereof the parties hereto have e  
date first above written.

RAPID CANYON SANITARY DISTRICT



President, Board of Trustees

ATTEST:



Carole Binger, Clerk

(SEAL)