

INTERGOVERNMENTAL AGREEMENT

FOR

LARAMIE WASTEWATER TREATMENT FACILITIES AND COLLECTION SYSTEM

Between

The City of Laramie,

Albany County,

and

The South of Laramie Water and Sewer District

Effective Date: November 1, 1997

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1.0 AUTHORITY FOR AGREEMENT

The authority for entering into this agreement is provided in the Wyoming Joint Powers Act. Wyoming Statute 16-1-101 states:

In exercising, performing or carrying out any power, privilege, authority, duty or function legally vested in any one (1) or more of them by Wyoming law, the state of Wyoming, and any one (1) or more of its counties, municipal corporations, school districts, special districts, public institutions, agencies, boards, commissions and political subdivisions, and any officer or legal representative of any one (1) or more of them, may cooperate with and assist each other, and like entities or authorities of other states.... Cooperation may be informal or subject to resolution, ordinance or other appropriate action, and may be embodied in a written agreement specifying purposes, duration, means of financing, methods of operations, termination, acquisition and disposition of property, employment of executive and subordinate agents and other appropriate provisions.

Further authority is provided in Wyoming Statute 18-2-108 which states, in part:

Each county, municipality, school, hospital or other special district, or any two (2) or more of them may enter into contracts or agreements to jointly establish and operate ... liquid or solid waste facilities....

2.0 PURPOSE OF AGREEMENT

This agreement between the City of Laramie, Wyoming (hereinafter referred to as the City), Albany County, Wyoming (hereinafter referred to as the County), and the South of Laramie Water and Sewer District (hereinafter referred to as the District) shall be intended to facilitate the implementation of the City of Laramie Wastewater Treatment Plant Facility Plan (hereinafter called Facility Plan) dated October 1994 (with all addenda).

This agreement defines the area of inter-governmental cooperation regarding wastewater treatment and collection facilities for the purpose of water quality management planning pursuant to Wyoming Statutes Section 35-11-109(a)(iii)&(viii) which states:

In addition to any other powers and duties imposed by law, the director of the department [department of environmental quality] shall exercise the powers and duties conferred and imposed by this act in such a manner as to carry out the policy stated in W.S. 35-11-102 and represent Wyoming in any matters pertaining to plans, procedures or negotiations for interstate compacts or other intergovernmental arrangements relating to environmental enhancement and protection. The director shall cooperate and participate in the negotiation and remedial measures by and between federal agencies and the owners or operator of Wyoming facilities where the department has not been delegated the authority to administer and enforce federal legislation.

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Wyoming Statute Section 35-11-102 states that:

Whereas pollution of the air, water and land of this state will imperil public health and welfare, create public or private nuisances, be harmful to wildlife, fish and aquatic life, and impair domestic, agricultural, industrial, recreational and other beneficial uses; it is hereby declared to be the policy and purpose of this act [Wyoming Environmental Quality Act] to enable the state to prevent, reduce and eliminate pollution; to preserve, and enhance the air, water and reclaim the land of Wyoming; to plan the development, use, reclamation, preservation and enhancement of the air, land and water resources of the state; to preserve and exercise the primary responsibilities and rights of the state of Wyoming; to retain for the state the control over its air, land and water and to secure cooperation between agencies of the state, agencies of other states, interstate agencies, and the federal government in carrying out these objectives.

This Agreement does not provide for or affect the rights, duties, or policies of the City, the County, or the District concerning water and water services.

3.0 DEFINITIONS

- A) City: City of Laramie, Wyoming as represented by the City Council.
- B) Contiguous Property: Any property that contains or shares a common boundary with any easement containing an existing or proposed collector line. Intervening public easements or rights-of-way between the collection line easement and any parcel shall be considered part of the collection line easement.
- C) County: Albany County, Wyoming as represented by the Board of County Commissioners.
- D) Development: Any improvement to property resulting in the need for wastewater treatment pursuant to the Wyoming Water Quality Act as contained in W.S. 35-11-301 through 311.
- E) District: South of Laramie Water and Sewer District as represented by its Board of Directors.
- F) Facility Plan: The City of Laramie Wastewater Treatment Plant Facility Plan dated October 1994 (with all addendum) as approved by the Wyoming Department of Environmental Quality.
- G) Management Agency: Refers to the entity with planning and land use regulatory authority in a particular jurisdiction.

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- H) Management Agency Boundary (City): The area within the City's corporate limits in which the City exercises authority under Wyoming Statutes 15-1-501 through 611 for land use planning and regulation.
- I) Management Agency Boundary (County): The area outside the City's corporate limits and within the Planning Area Boundary in which the County exercises authority under Wyoming Statutes 18-5-201 through 208 for land use planning and regulation.
- J) Planning Area Boundary: The area in and around the City's corporate limits that has the potential of being served by the wastewater treatment facility under the terms of this agreement.
- K) Service/Operation Agency: Refers to the sewer service provider within a particular area or jurisdiction.
- L) Service/Operation Agency Boundary (City): The area served by the City's wastewater utility service within the Planning Area Boundary and outside of the District's boundary.
- M) Service/Operation Agency Boundary (District): The area within the District's boundary served by the District's wastewater utility service at such time this service becomes available.
- N) Variance: An exception to the requirements contained within this agreement that is specific to the particular property contained within the application. Variance requests are reviewed by and granted or denied by the Variance Review Board pursuant to Section 8.0 of this agreement.

4.0 AREAS OF COOPERATION

- A) This agreement shall provide the conditions under which current and future development within the identified Service/Operation Agency Boundaries may be connected to Sewage Collection Lines and the Wastewater Treatment Plant.
- B) This agreement describes the conditions and procedures by which the City, the County, and the District (per Section 5.2.C) shall determine where and when sewage collection lines may be constructed.
- C) This agreement sets forth cooperative planning and regulatory activities between the City, the County, and the District (as per Section 5.2.C) as they affect construction and operation Sewage Collection Lines constructed pursuant to this agreement (as per Section 7.0) and the Wastewater Treatment Plant.

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5.0 DESCRIPTION OF BOUNDARIES AND AFFECTED JURISDICTIONS

A description of the affected jurisdictional boundaries is included in this section. Please refer to Section 5.2.C of this agreement for limitation of the District's authority and responsibility under this agreement.

5.1 Location of Existing and Proposed Facilities

Exhibit 1 shall display the location of the existing and proposed wastewater treatment facilities. Information pertaining to the wastewater treatment facilities shall be taken from the Facility Plan.

5.2 Existing Governmental Jurisdictions

- A) Exhibit 1 presents the boundaries for the City , the District, and the Planning Area Boundary as of the date of this agreement. These boundaries may be altered as provided by law; the City as per Wyoming Statutes 15-1-401 through 422 and the District as per Wyoming Statutes 41-10-120 through 123.
- B) All areas in Exhibit 1 outside the corporate limits of the City and within the planning area boundary are unincorporated areas of the County.
- C) The authority and responsibility of the District, as herein provided, shall only apply to property located within the established boundary of the District.

5.3 Wastewater Management Jurisdictions

- A) **Management Agency Boundary:** The Management Agency Boundary shall refer to the jurisdiction over which the City or the County exercises authority under Wyoming Statutes for land use planning and regulation; the City as per Wyoming Statutes 15-1-501 through 611 and the County as per Wyoming Statutes 18-5-201 through 208. The County shall serve as the Management Agency in all unincorporated areas within the Planning Area Boundary. The City shall serve as the Management Agency within its corporate limits. These boundaries shall be automatically amended whenever an area is annexed to or de-annexed from the City pursuant to Wyoming Statutes 15-1-401 through 422.
- B) **Planning Area Boundary:** The Planning Area Boundary refers to the area in and around the City's corporate limits that may have the potential of being provided sewer service under the Facility Plan pursuant to this agreement.

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The City, the County, and the District understand that not all areas within this boundary may be served by the wastewater treatment facility within the next 20 years. However, this boundary indicates the area in which shared planning for wastewater service between the City, the County, and the District (as per Section 5.2.C) may occur for the long term health, safety and welfare of all persons affected by this agreement.

Note: The design capacity of the wastewater treatment facility is based on current population with a 1% per year growth rate for the next 20 years. This design capacity should accommodate population growth within the city and any areas that may connect to the system within the next 20 years. Refer to Chapter 5, Section B of the Facility Plan.

- C) **Service/Operation Agency Boundary:** The Service/Operation Agency Boundary defines the areas of the City, the County, and the District (per Section 5.2.C) served by the wastewater treatment facility.

6.0 INSTITUTIONAL RESPONSIBILITIES

The purpose of this section shall be to define the roles and responsibilities of the City, the County, and the District (per Section 5.2.C) in respect to the wastewater treatment facility and interceptor/collector lines bringing waste to the facility.

6.1 Local Governmental Participation

- A) Wastewater planning functions within the Planning Area Boundary have been carried out under the Intergovernmental Agreement for The Proposed Laramie Wastewater Treatment Facilities between the City of Laramie and Albany County dated January 3, 1984.
- B) Hereafter, the City, the County, and the District (per Section 5.2.C) shall jointly participate in the wastewater planning process for those areas outside of the City's corporate limit, but within the Planning Area Boundary.
- C) The City, the County, and the District (per Section 5.2.C) shall review plans for new subdivision developments within the Planning Area Boundary for consistency of such plans with the Facility Plan.
- D) The City shall act as the Service/Operation Agency for the proposed wastewater treatment facility. The City shall act as the Service/Operation Agency for all interceptor/collector lines outside of the District's boundary. The District shall act as the Service/Operation Agency for interceptor/collector lines within the District's boundary.

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- E) The City and the County shall serve in a regulatory function within their respective Management Agency Boundaries (per Section 5.0). The regulatory function pertains to the exercise of land use planning and regulatory powers to ensure that sewer service shall be provided in the manner set forth in this agreement. The City and the County each agree to deny wastewater system development within their respective Management Agency Boundaries which are found to be inconsistent with this agreement.
- F) The City, the County, and the District each retain all authority which each has under law to act independently. Each entity may in its own discretion exercise its independent authority at any time. Nothing in this Agreement is intended to require any of the participating entities to obtain the consent or concurrence of any other entity for any action which could be taken independently were it not for this agreement.

6.2 City of Laramie

The following shall describe the responsibility of the City as both a Management and Service/Operation Agency. The City

- A) Shall be responsible for the operation and maintenance of the wastewater treatment facility and the interceptor/collection lines within its Service/Operation Agency Boundary.
- B) May apply for and administer, in conjunction with the County and the District (where applicable, per Section 5.2.C), grants or loans from the U.S Environmental Protection Agency, the State of Wyoming Farm Loan Board, and other applicable internal/external funding sources for the purpose of design and construction of public wastewater treatment facilities as indicated in the Facility Plan.
- C) May apply for and administer, in conjunction with the County and the District (where applicable, per Section 5.2.C), grants or loans from the U.S Environmental Protection Agency, the State of Wyoming Farm Loan Board, and other applicable internal/external funding sources for the purpose of design and construction of interceptor/collector lines in accordance with Section 7.0 of this agreement.
- D) Shall own and operate the wastewater treatment facility and the interceptor/collector lines within its Service/Operation Agency Boundary.
- E) Shall participate financially in the proposed system in the manner described in Section 9.0.

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- F) Shall develop an annual report for public review, describing revenue and expenditures for capital improvements and operation and maintenance of the proposed wastewater treatment facility and interceptor/collector lines within its Service/Operation Agency Boundary.
- G) Shall enter into facility planning discussions and public hearings with the County and the District (where applicable, per Section 5.2.C) in accordance with Section 7.0 of this agreement to determine expansion of sewer services including conditions, timing and phasing resulting from future growth within the Planning Area Boundary.
- H) Shall collect all appropriate service fees and make provision for non-payment penalty for wastewater service within its Service/Operation Agency Boundary. May, by separate agreement with the District, collect all appropriate service fees and make provisions for non-payment penalty for wastewater service within the District's Service/Operation Agency Boundary.
- I) Shall exercise its land use regulation authority as allowed under law to ensure that improvement of an individual property within its Management Area Boundary shall be consistent with this agreement.
- J) May annex areas served by the wastewater system in accordance with Wyoming Statutes 15-1-401 through 422.

6.3 Albany County

The following shall describe the responsibility of Albany County. The County

- A) Shall establish a review procedure for subdivision development pursuant to Wyoming Statutes 18-5-301 through 317 within the Planning Area Boundary with respect to the capability for wastewater treatment and disposal including financing prior to approval of a subdivision plat. Such review shall also provide a referral of proposed subdivision development to the City and the District (where applicable, per Section 5.2.C) for their review for consistency with existing or planned sewer service areas.
- B) Shall enter into facility planning discussions and public hearings with the City and the District (where applicable, per Section 5.2.C) in accordance with Section 7.0 of this agreement to determine areas of expansion of sewer service including conditions, timing and phasing resulting from growth within the Planning Area Boundary.
- C) May apply for and administer, in conjunction with the City and the District (where applicable, per Section 5.2.C), grants or loans from the U.S

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Environmental Protection Agency, the State of Wyoming Farm Loan Board, and other applicable internal/external funding sources for the purpose of design and construction of interceptor/collection lines in accordance with Section 7.0 of this agreement.

- D) Shall recognize the right of the Service/Operation Agencies to regulate and control connection to the wastewater facilities and lines described in this agreement in accordance with any applicable Service/Operation Agency rules, regulations, or other agreement(s) pertaining to the operation and or construction of wastewater facilities and interceptor/collector lines.
- E) Shall ensure that development within its Management Agency Boundary, with respect to wastewater treatment and disposal, shall comply with all State discharge and/or construction standards prior to approval of a subdivision plat or improvement of an individual property.
- F) Shall exercise its land use regulation authority as allowed by Wyoming Statutes 18-5-201 through 317 to ensure that improvement of an individual property within its Management Area Boundary shall be consistent with this agreement.
- G) Shall participate financially in the proposed system in the manner described in Section 9.0.

6.4 South of Laramie Water and Sewer District

The following shall describe the responsibility of the South of Laramie Water and Sewer District. The District

- A) Shall be responsible for the operation and maintenance of interceptor/collector lines within its Service/Operation Agency Boundary.
- B) May apply for and administer, in conjunction with the City and the County (where applicable, per Section 5.2.C), grants or loans from the U.S. Environmental Protection Agency, the State of Wyoming Farm Loan Board, and other applicable internal/external funding sources for the purpose of the design and construction of interceptor/collection lines as indicated in Section 7.0 of this agreement.
- C) Shall own and operate interceptor/collector lines within its Service/Operation Agency Boundary when constructed with federal grant or loan assistance from the U.S. Environmental Protection Agency, State Farm Loan Board or other applicable internal/external funding sources.

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- D) Shall participate financially in the proposed system in the manner described in Section 9.0.
- E) Shall enter into facility planning discussions and public hearings with the City and the County (where applicable, per Section 5.2.C) in accordance with Section 7.0 of this agreement to determine installation of interceptor/collector lines including conditions, timing and phasing resulting from future growth within its Service/Operation Agency Boundary.
- F) May collect all appropriate service fees and make provision for non-payment penalty for service within its Service/Operation Agency Boundary by separate agreement with the City.

7.0 REQUIREMENT AND PROCEDURE FOR CONNECTION

The City of Laramie/Albany County Planning Director shall administer compliance with this agreement. Individual on-site wastewater permit denials may be appealed through the variance process outlined in Section 8.0 of this agreement.

Note: Albany County is responsible for permitting all "small wastewater systems" which include any sewerage system, disposal system or treatment works having simple hydrologic and engineering needs which is intended for wastes originating from a single residential unit serving no more than four families or which distributes 2,000 gallons or less of domestic sewage per day [source: Wyoming Department of Environmental Quality, Water Quality Rules and Regulations, Chapter III, Section 3.1]. All other wastewater systems are permitted through Wyoming DEQ.

7.1 Requirement for Connection to Interceptor/Collector Line

- A) All property contiguous to any right of way containing an existing collection line shall be ineligible for development or replacement of an individual/on-site sewage disposal system. A variance from this requirement may be applied for in accordance with Section 8.0 of this agreement.
- B) All property contiguous to any right-of-way containing a proposed collection line shall become ineligible for development of an individual/on-site sewage disposal system at the time a determination of need and project selection is completed pursuant to Section 7.2.D of this agreement. A variance from this requirement may be applied for in accordance with Section 8.0 of this agreement.
- C) Properties contiguous to proposed collection lines with existing on-site sewage disposal system(s) shall receive Notice to Abandon from the City/County Planning Director (per Section 7.4). A variance from a Notice to Abandon may be applied for in accordance with Section 8.0 of this agreement.

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- D) Each required notice contained in this section shall be sent via certified mail to the owner of record of each affected property. The owner of record shall be determined by the property ownership records as maintained by the Albany County Assessor's Office. If the certified mail is returned, actual or constructive notice may be given by any reasonable means.

7.2 Assessment and Determination of Need

The initial stage of planning installation of new interceptor/collector lines shall follow this process:

- A) The City/County Planning Director shall work with City, County, and District (where applicable, per Section 5.2.C) staff to identify areas in need of connection to the wastewater treatment facility. This "assessment of need" shall be based on factors including, but not limited to, water quality deterioration, individual septic system failures, and public health/safety.
- B) Upon completion of the "assessment of need", the City/County Planning Director, with the assistance of the City, County, and District (where applicable, per Section 5.2.C) staff shall prepare a report containing the following information:
- *Statement of need (per Section 7.2.A).
 - *Proposed route of collector line(s).
 - *List of affected land owners.
 - *Project cost estimate.
 - *List of revenue sources, public and private.
 - *Cost estimates for connection and abandonment (where applicable).
 - *Cost benefit analysis.

This report shall be submitted to the City Council and the County Commission for consideration. This report shall also be submitted to the District Board of Directors if any area contained within the report lies within the District's boundary.

- C) Upon receipt of the "assessment of need" report, the City Council and the County Commission (and the District Board when appropriate) shall make a preliminary determination of whether to proceed with consideration of the "assessment of need". If any one entity makes a preliminary "determination of need", a public hearing on the preliminary "determination of need" shall be set no sooner than 15 days and no later than 45 days from this preliminary determination of need. Notice of the public hearing shall be mailed via certified mail to each owner of record of property contiguous to the proposed route of the collector/interceptor line. Notice of this public hearing shall be published in a local paper of general circulation once a week for three consecutive weeks immediately preceding the public hearing.

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- D) After public hearing, the City Council and County Commission (and the District Board when appropriate) shall consider a final "determination of need". If the City Council, the County Commission, and the District Board (if applicable) all agree, by separate resolutions, that a need exists, the project shall proceed.

7.3 Notice of Project Initiation

Upon a final "determination of need" (as per Section 7.2.D) a notice of project initiation shall be mail via certified mail to all affected property owners contiguous to the proposed interceptor/collector line. This notice shall be published in a local paper of general circulation once a week for three consecutive weeks after the final "determination of need". This notice shall contain the following information:

- A) Project time-line including estimate of when installation of the collection line shall be complete.
- B) Procedure for applying for connection to collection line and abandoning existing septic system.
- C) Cost estimate of connection and abandonment.
- D) Procedure for applying for funding assistance through the revolving fund in accordance with Section 9.3.C of this agreement.
- E) Procedure for applying for variance under Section 8.0 of this agreement.

7.4 Notice to Abandon

This notice shall be sent via certified mail to property owners contiguous with the proposed interceptor/collector line with existing on-site wastewater treatment systems. This notice shall contain the following information:

- A) Deadline (not to exceed 60 calendar days from date the Notice to Abandon is mailed) by which application shall be made for either a connection permit or a variance from the requirements of this agreement pursuant to Section 8.0 of this agreement.
- B) Deadline (not to exceed 365 calendar days from date the Notice of Project Completion is mailed) by which connection to the collector line shall be complete.
- C) Deadline (not to exceed 120 calendar days from date the Notice to Abandon is mailed) by which a variance shall be considered by the Variance Review Board pursuant to Section 8.0 of this agreement.

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7.5 Notice of Variance Review Board Action

This notice shall be sent via certified mail to all applicants for a variance under Section 9.0 of this agreement. This notice shall contain the following information:

- A) Report of the findings, conclusions of law and decision by the Variance Review Board.
- B) If a variance is applied for under Section 8.0 of this agreement and in compliance with the deadline established under Section 7.4 (Notice to Abandon) of this agreement, any applicant whose variance request is denied shall have 60 calendar days from the date the Notice of Variance Review Board Action is mailed to apply for a connection permit and 365 days to complete connection from the date of the Notice of Project Completion is mailed.

7.6 Notice of Project Completion

This notice shall be sent via certified mail to any contiguous property owners who does not receive a variance from the Variance Review Board under Section 8.0 of this agreement. This notice shall be published in a local paper of general circulation once a week for three consecutive weeks after the interceptor/collector line is approved and accepted for maintenance by the City or the District where appropriate. This notice shall contain the following information:

- A) The date of completion of the interceptor/collector line.
- B) Connection to the interceptor/collector line shall be completed within 365 days from the date the Notice of Project Completion is mailed.

7.7 Notice of Violation

Upon the failure of any property owner to comply with any deadline set in this agreement, the City/County Planning Director shall send a Notice of Violation to the County Attorney's Office, the City Attorney's Office, and the District's legal counsel (where applicable, per Section 5.2.C). A copy of this Notice of Violation shall be sent via certified mail to the subject property owner. The Notice of Violation shall contain a statement of the allowable penalty pursuant to Section 7.8 of this agreement.

7.8 Penalty

Violation of this agreement shall be punishable by a fine of not more than seven hundred fifty dollars (\$750.00) for each offense. This agreement is enforceable by each entity, acting separately or collectively, in addition to other remedies provided by law by injunction, mandamus or abatement.

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8.0 VARIANCE PROCEDURE

This section details the process to be followed and related information that shall be filed by any individual property owner seeking a variance from strict compliance with the requirements of this agreement.

8.1 Standing Required to File a Variance

No variance shall be applied for until such time as the applicant for the variance has received denial of a wastewater permit application (from the County or DEQ) or 'Notice to Abandon' as described in Section 7.4 of this agreement from the City of Laramie/Albany County Planning Office.

8.2 Information to be Submitted by Applicant for a Variance Proposing a New On-Site Wastewater Treatment System

- A) Applicants shall submit drawings and cost estimates completed by a Wyoming Licensed Professional Engineer or a Licensed Plumbing/Utility Contractor showing the following detailed information:
 - 1) Location of existing and proposed interceptor/collector lines in relation to proposed site improvements and the most cost effective means of tapping into the existing or proposed interceptor/collector line. A cost estimate for connection to the interceptor/collector line shall be provided.
 - 2) Site plan indicating location and size of individual wastewater system designed to serve the proposed development or improvement. Cost estimate of installation of the proposed on-site wastewater system shall be provided.
- B) Certified appraisal of the current property value and the estimated property value with proposed development or improvement in place. The current assessed value from the County Assessor's Office may be submitted for the current property value. The estimated property value shall indicate any difference in value that would result from connection to an individual wastewater system versus connection to the interceptor/collector line.

8.3 Information to be Submitted by Applicant for a Variance from a 'Notice to Abandon'

- A) Applicants shall submit drawings and cost estimates completed by a Wyoming Licensed Professional Engineer or a Licensed Plumbing/Utility Contractor showing the following detailed information:

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- 1) Location of existing and proposed interceptor/collector line in relation to existing site improvements and the most cost effective means of tapping into the existing or proposed interceptor/collector line. A cost estimate for connection to the interceptor/collector line shall be provided.
 - 2) Site plan indicating location and size of existing individual wastewater system. A cost estimate of abandonment of existing on-site wastewater system shall be provided.
- B) Certified appraisal of the current property value and the estimated property value with proposed development or improvement in place. The current assessed value from the County Assessor's Office may be submitted for the current property value. The estimated property value shall indicate any difference in value that would result from the continued connection to the existing individual wastewater system versus connection to the interceptor/collector line.

8.4 Variance Review Board

All variance applications shall be reviewed by the Variance Review Board. The Variance Review Board shall be made up of the Chair of both the City Planning Commission and the County Planning and Zoning Commission and the Vice-Chair of the District Board of Directors. If the Chair of the County Planning and Zoning Commission is not a resident of the County Management Agency Boundary, the County Commission shall appoint a resident of this area to serve on the Joint Wastewater Review Board in place of the Chair of the County Planning and Zoning Commission.

8.5 Findings Required

- A) The applicant is proceeding in good faith.
- B) There are unusual topographical or other special circumstances associated with the property which are not the result of any action of the applicant and which prohibit the use of the property in a manner similar to the use of adjacent or nearby properties.
- C) Cost Differentials:
 - 1) New On-Site Wastewater Treatment Systems. The cost differential shall be the difference between connection to the contiguous interceptor/collector line and the cost of the installation of an on-site individual wastewater system.

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- 2) Existing Systems Receiving 'Notice to Abandon'. The cost differential shall be based on the difference between connection to the contiguous interceptor/collector line and the cost of abandonment of the existing on-site individual wastewater systems.
- D) The exception will not nullify the intent or purpose of these regulations.
- E) Granting the exception will not be detrimental to the general public health, safety and welfare.

9.0 FINANCIAL REQUIREMENTS

Estimates of the financial requirements for construction, operation and maintenance of the proposed wastewater system are included in the Facility Plan. The following describes the responsibilities of the three governmental entities towards these costs.

9.1 Capital Costs

- A) The City, the County, and the District (where applicable, per Section 5.2.C) may be jointly responsible for obtaining and administering both State and Federal grant (or loan) moneys for design and construction of any proposed interceptor/collector lines to be installed in accordance with Section 7.0 of this agreement.
- B) The City shall be solely responsible for obtaining and administering both state and federal grant and/or loan moneys for design and construction of the wastewater treatment facility described in the Facility Plan. That portion of the capital construction cost which cannot be financed by grant and/or loan moneys shall be financed by contributions from the City at its discretion.

9.2 Operation and Maintenance Costs of Treatment Plant and Collection Lines

- A) The City shall be solely responsible for the cost of operating and maintaining the proposed wastewater treatment facility in accordance with the standards and procedures set by the Wyoming DEQ. The City, the County, and the District shall receive notification and be afforded an opportunity to comment on any proposed changes in DEQ regulations. The City and the District (by separate agreement with the City) shall have the right to set the conditions for service in their respective Service/Operation Agency Boundaries; set the sewer service rate structure; establish hook-up fees; and determine general operating procedures throughout the proposed sewer system.

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- B) Sewer service rates and fees may be set and periodically updated to correspond with increases or decreases in capital construction, operation, and maintenance costs by the City and the District (where applicable, per Section 5.2.C). The City, County, and District (where applicable, per Section 5.2.C) agree to set rates and fees based on all capital construction, maintenance, and operation costs associated with wastewater service.

9.3 Service Line Connection Costs

- A) The property owner shall be responsible for all costs involved with the installation & maintenance of the service line. The owner may select one of two methods of providing the service line;
- 1) privately contract for or install the service line, or;
 - 2) request that the City or the District (where applicable, per Section 5.2.C) install the service line, in conjunction with the installation of an interceptor/collector line. The property owner shall be responsible for the cost of this work.

NOTE: The intent of this section is to encourage affected property owners to connect to the interceptor/collector line when it is installed rather than applying for a variance or waiting for the 365 calendar days allowed to make connection. By completing service line connections with the interceptor/collector line installation, it is hoped that costs to the property owner can be reduced and the overall compliance rate with this agreement will be increased.

- B) Materials and installation shall be inspected and approved by the City or the District (when applicable, per Section 5.2.C) in accordance with City regulations for connections. Service line maintenance costs shall be paid by the owner when and if needed.
- C) The City and the County shall establish and maintain a "revolving fund" for the purpose of financing service line connections, including applicable plant investment fees, for developed properties contiguous to proposed collection lines. This "revolving fund" must be established, by separate agreement, prior to mailing of the first Notice of Project Initiation pursuant to Section 7.3. of this agreement.
- D) Only those properties already developed and subject to abandonment of existing on-site sewage systems pursuant to Section 7.4 of this agreement shall be eligible for financing of service line connections and abandonment costs from this "revolving fund". Each property taking advantage of this "revolving fund" shall be charged principal and interest to replenish the "revolving fund".

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- E) Property owners receiving notice of violation pursuant to Section 7.7 of this agreement shall not be eligible for participation in the revolving fund.

10.0 AMENDMENTS

- A) Amendments to this agreement may be proposed by the Laramie City Council, the Albany County Board of County Commissioners, or the Board of Directors of the South of Laramie Water and Sewer District. Proposed amendments shall be forwarded by the proposing entity to the other entities and the Wyoming Department of Environmental Quality.
- B) Consideration of proposed amendments shall follow the requirements of the Wyoming Administrative Procedures Act (W.S. 16-3-101 through 16-3-115) and the Wyoming Joint Powers Act (W.S. 16-1-101 through 16-1-109).
- C) The City/County Environmental Advisory Committee (EAC) is currently working on the delineation and definition of the Casper Aquifer Recharge Area. Upon completion of the EAC's work, the City, the County, and the District shall review this Agreement for potential amendments based on the recommendations of the EAC.

11.0 DURATION

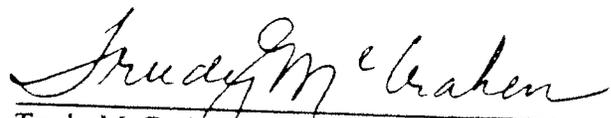
This agreement and all amendments thereto shall remain in force and effect for twenty years from the date of execution. The duration of this agreement may be amended for a shorter period of time only, in accordance with Section 10.0 of this agreement.

CITY OF LARAMIE, WYOMING

Approved by motion of the Laramie City Council on October 21, 1997. Signed this 30th day of October, 1997.

ATTEST:


Sue Morris-Jones, City Clerk

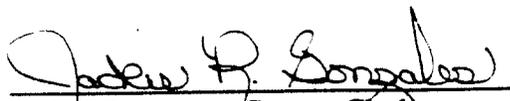

Trudy McCraker, Mayor and President of the
Laramie City Council

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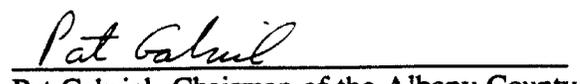
ALBANY COUNTY, WYOMING

Approved by motion of the Board of County Commissioners on October 20, 1997. Signed this 30th day of October, 1997.

ATTEST:



Jackie Gonzales, County Clerk

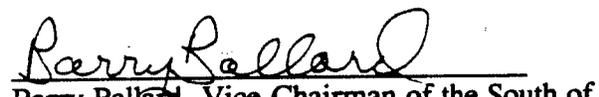


Pat Gabriel, Chairman of the Albany County
Commission

SOUTH OF LARAMIE WATER AND SEWER DISTRICT

Approved by motion of the South of Laramie Water and Sewer District Board of Directors on October 21, 1997. Signed this 30th day of October, 1997.

ATTEST:



Barry Ballard, Vice-Chairman of the South of
Laramie Water and Sewer District



Jay Deveraux, Chairman of the South of
Laramie Water and Sewer District