EXECUTIVE COMMITTEE AGENDA

Where: NFRWQPA-Office  
257 Johnstown Center Dr.; Unit 207  
Johnstown, CO 80534

When: Thursday  
June 27th, 2019  
12:00 PM

Notice is hereby given to the members of the North Front Range Water Quality Planning Association and to the general public that the association will hold its regular meeting, which is open to the public, at the date posted above at the NFRWQPA office located at 257 Johnstown Center Dr., Unit 207 Johnstown, CO 80534.

1. CALL THE MEETING TO ORDER.

2. DETERMINATION OF A QUORUM.  
Chris Bieker, Thomas Acampora, Rob Fleck, Dennis Schump, Jason Graham, Bill Landwehr, Michael Carrano

3. APPROVAL OF AGENDA.

4. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST.

5. PUBLIC COMMENTS.

6. APPROVAL OF PAST MINUTES. - Attachment #1 (page 3-6).  
Minutes from the April 25, 2019 meeting are included for review and consideration.

Presented in the attachment is the 2019 Strategic Plan for the 2020-2022 period for review and approval.

8. ACTION ITEM. NFRWQPA Second Quarter Newsletter - Attachment #3 (page 29-33).  
Presented in the attachment is the NFRWQPA Second Quarter Newsletter for review and approval.

9. ACTION ITEM. CSU One Water Solutions (eRAMS) Scope of Work and Services Agreement.  
Presented for consideration is the final revision of the CSU One Water Solutions (eRAMS) Scope of Work and Services Agreement after NFRWQPA legal counsel review and CSU revisions of the documents. The final agreements may be viewed online at:  

Presented in the attachment is the NFRWQPA 2020 Budget to be presented at the regular association meeting on June 27, 2019 for review and consideration by membership.

11. ACTION ITEM. Legal Services Engagement Letter with Brownstein Hyatt Farber Schreck, LLP-Attachment #5 (page 36-41).
Presented for consideration is a Legal Services Engagement Letter with Brown Hyatt Farber Schreck, LLP and representing attorney Ms. Christine Jochim to represent NFRWPQA in legal matters of the association as they may arise.

12. **DISCUSSION ITEM**, Town of Erie Service Area Clarification - Attachment #6 (page 42-47). To inform the Executive Committee, the Town of Erie has written a letter denying wastewater service to The Shores at Plum Creek even though the development resides within the Town of Erie’s defined service area.

13. **DISCUSSION ITEM**, NFRWQPA Annual Collaboration Meeting for Wastewater Service Areas.
For discussion amongst the Executive Committee is the possibility to combine the previously requested membership appreciation day with an Annual Collaboration Meeting where all management agencies within the association can discuss or present their future plans for providing wastewater service within the NFRWQPA 208 region. Membership could discuss long-term wastewater service area planning during the day throughout meetings and then have dinner and a drink mixer in the evening to network.

14. **OTHER BUSINESS.**

15. **ADJOURN.**
EXECUTIVE COMMITTEE MINUTES

Where: NFRWQPA-Office
When: Thursday
257 Johnstown Center Dr.; Unit 207
April 25th, 2019
Johnstown, CO 80534
12:00 PM

1. CALL THE MEETING TO ORDER.
The meeting was called to order at 12:06pm on April 25th by Mr. Bieker.

2. DETERMINATION OF A QUORUM.
Attendance: Chris Bieker, Thomas Acampora, Rob Fleck, Dennis Schump, Michael Carrano – Quorum Announced.

3. APPROVAL OF AGENDA.
Mr. Fleck moved to approve the agenda seconded by Mr. Acampora. – Motion carried unanimously.

4. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST.
No conflicts of interest were disclosed during the meeting.

5. PUBLIC COMMENTS.
No members of the public were present and there were no public comments.

6. APPROVAL OF PAST MINUTES.
Minutes from the December 6th 2018 meeting were presented for review and consideration. Mr. Acampora moved to approve the minutes which was seconded by Mr. Carrano. – Motion carried unanimously.

Presented for discussion and consideration to the Executive Committee was the 2019 dues increase of $5,258.00 from $4,720.00 in 2018 proposed by the Colorado Monitoring Framework. NFRWQPA was notified by the CMF of the dues increase in January of this year which was after the approval the current fiscal budget for 2019. After discussions with the CMF NFRWQPA, manager Mr. Thomas, agreed to pay the 2018 dues at $4,720.00 in 2019 since the voting notification and request for a 2019 budget increase was in the current year and budget cycle and not the ensuing budget year. Also presented for information purposes was the 2018 CMF Highlights describing the CMF accomplishments in 2018. Mr. Fleck expressed concern of paying costly dues for duplication of efforts amongst multiple workgroups and associations across the state; including the Colorado Wastewater Utility Council, Water Quality Forum, and the Permit Issues Forum. Mr. Acampora expressed that the CMF offers another valued party voice for the division to consider during hearings concerning water quality.
Mr. Schump felt that the CMF has offered valuable information and mediation for water quality issues for many years. Collectively, the Executive Committee would like to see more output from the CMF for the high rate of the dues being compensated, in addition to funding additional CMF requests throughout year.
In resolution, Mr. Fleck moved to approve the 2020 dues increase for the ensuing budget which was seconded by Mr. Schump. – Motion carried unanimously.

8. **ACTION ITEM:** Utility Plan Policy & Guidance Update.
Presented for discussion and consideration was approval by the Executive Committee to update the association’s Utility Plan Policy and Guidance documents. Mr. Thomas along with Utility Plan Review Committee Chair Mr. Fleck explained numerous outdated Utility Plans are being submitted as Updates and Amendments even though supporting data and information within the document may be outdated by 5-10+ years. As population rates increase, water quality limits improve, renewal permits are issued, segment classifications are updated, and technology improves antiquated information and data is not relevant. Furthermore, Utility Plans need to follow the approved outline structure approved in 2015 to ease the review process of the Utility Plan Review Committee. A concern of the Executive Committee was when would the deadline be to require agencies to submit under the updated Utility Plan Policy and Guidance documents. In resolution, Mr. Acampora moved to update the association’s Utility Plan Policy and Guidance documents approving the request which was seconded by Mr. Fleck. – Motion carried unanimously.

9. **ACTION ITEM:** CSU ERAMs Proposal.
Presented to the Executive Committee for consideration was a scope of work proposal by Colorado State University for customized output deliverables from the CSU One Water Institute Software for NFRWQPA. The deliverables within the scope of work creates capacities to assess the effects of ongoing and future changes in land use (new housing developments) on nutrient loads from stormwater, wastewater, and agriculture within our 208 region and Colorado. Several tools within eRAMS will be integrated to evaluate nutrient (nitrogen and phosphorus) control strategies and to identify least-cost solutions for management of nutrients in water bodies in the region. Mr. Bieker moved to approve the scope of work proposal which was seconded by Mr. Fleck. – Motion carried unanimously.

10. **DISCUSSION ITEM:** 2019 Master Plan Update as a Strategic Plan.
Presented by Mr. Thomas for discussion was a Strategic Plan in lieu of a Master Plan. Mr. Thomas explained and expressed concerns that since the association has never had a Master Plan that a Strategic Plan may be more useful to first guide the principles of the Master Plan. Given the size and technical aspects of a Master Plan a smaller more focused Strategic Plan may be more valuable to publish first for association members.
Mr. Fleck did express concern regarding the association authority relating to the content within the Strategic Plan and tasked NFRWQPA manager, Mr. Thomas, to seek counsel clarification. The Executive Committee agreed taking this approach of writing and publishing a Strategic Plan first then a constructing a Master Plan at a later date.

11. **DISCUSSION ITEM:** Newsletter Format.
    Presented for review and discussion was a newsletter prepared by Mr. Thomas for formatting, material content, comments, and suggestions. In assessment, the newsletter organization and content was well received by the Executive Committee. The Executive Committee agreed on the newsletter format presented and asked NFRWQPA manager, Mr. Thomas, to continue his efforts to publish an NFRWQPA quarterly newsletter.

12. **OTHER BUSINESS.**
    Mr. Thomas asked the Executive Committee to start thinking about ideas for the association’s membership appreciation day.

13. **ADJOURNED.**
    The meeting was adjourned at 1:43pm.
Attachment #2
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WORKS CITED

North Front Range Water Quality Planning Association (NFRWQPA) is the regional 208 association for water quality planning in Larimer and Weld Counties under state and federal statutes. The association is responsible for and prepares the annual 208 Areawide Water Quality Management Plan (AWQMP), the planning document under the Federal Clean Water Act per section 208.

The association is responsible for recommending strategies to maintain and restore water quality related environmental issues from regional population growth and development. The planning process is ever evolving and repetitive due to changing water quality targets and unpredictable growth patterns. As new technology is invented solutions are found to many challenging pollution problems, even as new problems arise from ever changing regulations. The AWQMP is designed to support association decisions through sound policies and a regional collaborative approach to water quality planning and wastewater management regarding facilities as well as agency service areas.

The basis for this Strategic Plan is to protect the water quality within the assigned 208 watershed region by informing management and operational agencies’ the environmental impacts of urbanization to ensure planning decisions are educated choices based on accepted science and practices.
INTRODUCTION

NFRWQPA Strategic Plan integration with the AWQMP

While the 208 Areawide Water Quality Management Plan (AWQMP) provides data and NFRWQPA’s policies to maintain and restore the 208 region’s water quality, the primary link to the NFRWQPA Strategic Plan is through modeling water quality by means of technology. The strategic plan voluntarily assists local governments, districts, and municipalities to make informed decisions regarding future growth and development and the resulting watershed environmental effects of the modified area.

Wastewater management planning

The goal is to provide information and data to determine the future needs of wastewater as well as facilitate improvements to the 208 service areas. NFRWQPA will utilize geographical watershed modeling to forecast, plan, and support treatment facility improvements and amendments to the 208 service areas. The information and data derived can support decisions to maintain or repair water quality standards on receiving waters including impacts to upstream or downstream discharges. Management and operation agencies that are responsible for the service area and facilities within can use the models as supporting evidence to planning boards and commissions.
ASSOCIATION OVERVIEW

The Clean Water Act (CWA), first passed in 1972, and later amended in 1977 and 1987, is the primary federal law which regulates the quality of surface waters in the United States. This act establishes the need for water quality planning which includes regional water quality planning as outlined in section 208. The CWA allows states to administer many programs under the act as long as the state laws and regulations governing these programs are at least as stringent as the federal act. The Colorado Water Quality Control Act was established in order for the state to assume the lead role in many of these program areas, including water quality management. This Act authorizes the governor to designate planning agencies for the purposes of the federal Clean Water Act. The NFRWQPA is the designated Planning Agency for Larimer and Weld Counties (Region 2). The Association has the following Mission and Vision:

Mission Statement

TO USE COLLABORATIVE REGIONAL PLANNING, FACILITATION, AND REVIEW TO ENSURE THAT PRESENT AND FUTURE WASTEWATER NEEDS ARE MET ECONOMICALLY AND WITH A FOCUS ON WATER QUALITY PROTECTION.

Vision Statement

AS AN ADVOCATE FOR OUR STREAMS, LAKES, AND COMMUNITIES, NFRWQPA ASPIRES TO BE A HIGHLY RESPECTED REGIONAL LEADER IN RESOLVING WATER QUALITY PLANNING ISSUES, AND A SOURCE OF RELIABLE INFORMATION AND DATA, REGULATORY INTERPRETATION, AND THOUGHTFUL COMMENT ON PROPOSALS. IT IS A UNIFYING FORCE IN REGIONAL LONG-TERM WASTEWATER AND WATER QUALITY PLANNING, ENSURING THAT WASTEWATER SERVICE IS PROVIDED WITH COORDINATION EFFORT, AND TECHNICAL EXPERTISE.
As the designated planning agency, the NFRWQPA has the responsibility of developing and updating the 208 plan to keep it current. Once approved, the 208 plan serves as the overriding planning document used to coordinate water quality planning in the region. As stated in the Clean Water Act, the plan shall include “the identification of treatment works necessary to meet the anticipated municipal and industrial waste treatment needs of the area” and “the identification of the measures necessary to carry out the plan.” EPA’s 40 CFR 130.6 establishes policies and program requirements for water quality planning, management and implementation under several sections of the CWA including section 208. Included in these program requirements is the need for states to establish a continuing planning process that, among other things, establishes the mechanism for updating and maintaining Water Quality Management Plans. The Water Quality Control Division (WQCD) prepared “A Guide to Colorado Programs for Water Quality Management and Safe Drinking Water”, (Commission Policy #98-2, updated in December 10th, of 2018). This document can be found on the Water Quality Control Commission’s Website (https://www.colorado.gov/pacific/cdphe/wqcc-policies). This document is the latest version of guidelines for the continuous planning process for the state. It also discusses additional details regarding the roles and required elements of 208 plans and provides a list of elements that “need to be kept current through the update and amendment process” in order for the plans to remain useful decision-making documents.

The plan provides essential information to ensure that local water quality goals and objectives are considered in state and federal water quality decision making. NFRWQPA is responsible for carrying out the tasks identified in the plan. The Association has policies and guidance documents that govern specific activities associated with these tasks. These policies are designed to steer the planning process.
ASSOCIATION DESCRIPTION

- State and Federal context

NFRWPQA is the designated planning agency under the Federal Clean Water Act and state statute. The current approved AWQMP provides state regulatory agencies and membership guidance to water quality decisions that affect the region. Based on federal law, no facility discharge permit should be issued which is inconsistent with the approved regional plan per 40 CFR 130.12. As part of the State Water Quality Act, site applications submitted by means of Regulation 22 are needed for construction or expansion of wastewater treatment works, lift stations, and major interceptor lines. In accordance with the site application review process and other regulatory review processes, NFRWQPA reviews all proposed water quality and wastewater management projects within the NFRWQPA planning region. The Water Quality Control Division takes all reviews by appropriate local agency as required by Regulation 22 into account before issuing final action on site application projects.

- Service areas

Each wastewater treatment facility within the 208 area has a defined service area. The management agency has oversight to improve and provide service to future development. All service area boundaries must be approved by the association and presented as well as updated in the AWQMP as amendments are approved. Service area boundaries may be defined by municipal boundaries, sanitation district boundaries, or hydrologic basins and require updating collection services as needed.

- Wastewater utility plans

Wastewater Utility Plans are planning tools that can assist wastewater utilities in planning for wastewater collection system and treatment system changes. Utility plans are critical in determining how wastewater service will be provided to urbanized portions of the region and special case locations that have a permitted wastewater treatment facility. These plans will help to simplify and streamline the process by which utilities seek site approvals and 208 plan amendments through the NFRWQPA. The goal of the NFRWQPA is to have all public permitted wastewater treatment systems in the NFRWQPA region obtain an approved utility plan from the Association.

- Planning Water quality watershed protection
The goal of the AWQMP and the Strategic Plan is to develop strategies which will result in achieving all beneficial uses within all waters of the region. Recently more interest in a watershed based permitting approach has gained ground since water quality is affected differently geographically as well as differing ecology spatially. Whereas the main focus, is still to protect the water quality uses which differ from region to region. The 5 watersheds used in the AWQMP are shown in Figure 1. The association is proactively seeking a systematic approach to incorporate into the AWQMP a characterization of water quality trends for stream segments in all designated NFRWQPA watersheds by GIS modeling concerning water quality standards and pollutants of concern.

- **Standards and classifications**

The Water Quality Control Division of CDPHE has a responsibility to assess whether there is a need for additional water quality data to make recommendations on standard changes to the Water Quality Control Commission. In recent years upon technology advances this data has become more publicly accessible with websites like the Data Share Network and the Environmental Resource Assessment & Management System (eRAMS), amongst others. These data share networks have provided the public and management agencies better ways to model water quality characterization trends to systematically be developed for stream segments across the state.
• Total Maximum Daily Loads’ (TMDLs)

All waters on the 303(d) list are required by EPA and the Clean Water Act to have Total Maximum Daily Load’s (TMDL’s) prepared for the river segments in an attempt to resolve the problems causing water quality impairments. Developing TMDLs is a process that calculates the total amount of pollutant (load) that may be discharged into a water body to ensure that water quality standards are met. A listing of TMDLs completed for the South Platte River Basin can be found on the WQCD website at http://www.colorado.gov/pacific/cdphe/water-quality-control-commission-regulations or as provided by the link. Figure 2 on the following page depicts the listed 303(d) segments with the NFRWQPA region.
Figure 2 Impaired Stream Segments
**WATERSHED ANALYSIS**

The South Platte River basin covers approximately 21,000 square miles in northeastern Colorado. The North and South Platte Rivers join in Nebraska to form the Platte River. The South Platte River has the largest population of any river basin in Colorado with almost 70 percent of the state’s population. The major tributaries of the South Platte are Bear Creek, Cherry Creek, Clear Creek, Boulder Creek, St. Vrain River, Big Thompson River and the Cache La Poudre River. Major reservoirs in the South Platte River basin include Cherry Creek Reservoir, Chatfield Reservoir, Barr Lake, Carter Lake, Boyd Lake, and Horsetooth Reservoir.

The South Platte River originates southwest of Denver and flows through the Denver metropolitan area and into the high plains region of Colorado. Elevations in the Platte River Basin range from 14,000 feet in the headwater regions to approximately 3,400 feet in the high plains region. Figure 3 below is a representation of the South Platte River basin in Colorado (WQCD, 2018, p. 92).

*Figure 3 South Platte River Basin Boundary*
• **South Platte River Assessment Results**: For the South Platte River basin, 96 percent of the river miles and 57 percent of the lake acres have been assessed; 75 percent of the river miles are fully supporting, with an additional 0.83 percent supporting at least some of the uses. For lakes within the South Platte River basin, 37.7 percent of the lake acres are fully supporting all classified uses, a further 1.58 percent of the lake acres are supporting at least some of the classified uses. The individual use support for the South Platte River basin is summarized in Table 1. Arsenic, *E. coli* and aquatic life (macroinvertebrates) are the most common listings for rivers and streams; dissolved oxygen and pH are the most common listings for lakes and reservoirs (WQCD, 2018, p. 93).

<table>
<thead>
<tr>
<th>EPA IR Category</th>
<th>Rivers and streams (miles)</th>
<th>Lakes and reservoirs (acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Fully supporting</td>
<td>16,509</td>
<td>36,845</td>
</tr>
<tr>
<td>2 Some uses supporting</td>
<td>183</td>
<td>1,548</td>
</tr>
<tr>
<td>3a Not assessed</td>
<td>968</td>
<td>41,895</td>
</tr>
<tr>
<td>3b Insufficient data (M&amp;E list)</td>
<td>1,079</td>
<td>2,811</td>
</tr>
<tr>
<td>4a TMDL completed and approved</td>
<td>212</td>
<td>1,724</td>
</tr>
<tr>
<td>4b Impaired, no TMDL necessary</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4c Impairment is not caused by pollutant</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5 Impaired, TMDL necessary</td>
<td>3,059</td>
<td>12,971</td>
</tr>
</tbody>
</table>

Table 1 South Platte River Basin (WQCD, 2018, p. 93)

**NFRWQPA 208 Area**: The NFRWQPA area region within South Platte River basin covers Larimer and Weld counties and includes approximately 6,650 square miles in northeastern Colorado. The major tributaries of the South Platte within the NFRWQPA 208 area are South Platte, St. Vrain River, Big Thompson River and the Cache La Poudre River. Major reservoirs in the South Platte River basin include Carter and Horsetooth Reservoir. Figure 4, represents NFRWQPA region outlined within the South Platte River Basin. Arsenic and *E. coli* are the most common listings for rivers and streams; whereas Ammonia and Fish Mercury are the most common listings for lakes and reservoirs.
**South Platte River Basin:** The South Platte River is the major drainage through Weld County, entering from the south and flowing into Morgan County on the east. In addition to the Cache la Poudre River, Big Thompson River, and St. Vrain Creek, its other significant tributaries are Big Dry Creek, Crow Creek and Lone Tree Creek. Municipal dischargers in this lowest basin of the region include Ft. Lupton, Gilcrest, Hudson, Lochbuie, Platteville, La Salle, Evans, Pierce, Kersey, Keenesburg, and Grover.

**Cache la Poudre River Basin:** The Cache la Poudre River drains the major portion of northern Larimer County and northwest portion of Weld County. Municipal discharges in the basin include Ault, Eaton, Ft. Collins, Fox Acres, Greeley, Severance, Wellington, Windsor, and the Boxelder and South Ft. Collins Sanitation Districts.

**Big Thompson River Basin:** The headwaters of the Big Thompson River are in Rocky Mountain National Park between the Town of Estes Park and the Continental Divide. After leaving the Big Thompson Canyon, the river flows by Loveland, Johnstown, and Milliken before joining into the South Platte River near La Salle. The Little Thompson River, a major tributary, converges with the Big Thompson at Milliken. Municipal
discharges in the basin include Estes Park and Upper Thompson Sanitation Districts, Loveland, Johnstown, and Milliken to the Big Thompson River, as well as Berthoud and Johnstown to the Little Thompson River.

- **St. Vrain River Basin**: The portion of the St. Vrain River Basin which lies within Weld County is in the NFRWQPA planning area. This is a relatively small portion of the basin at the lower end. The entities in this basin have service area boundaries that are in close proximity to each other. Consolidation or regionalization of services should be considered when expanded services or treatment is planned. The major municipal discharger is the St. Vrain Sanitation District.

- **Big Dry Creek River Basin**: Big Dry Creek flows north from the Broomfield area into Weld County and into the South Platte River just south of Ft. Lupton. The only municipal treatment plant in the Weld County portion of this basin is that of Northglenn.

**NFRWQPA Assessment Results**: The NFRWQPA 208 area assessment results for 2018 are shown in Tables (2-3) below. The tables display that there is a great deal of room for improvement with 54% of streams and 38% of lakes and reservoirs fully supporting uses.

<table>
<thead>
<tr>
<th>2018-EPA IR Category</th>
<th>Total Miles</th>
<th>%</th>
<th>Aquatic Life Use</th>
<th>Recreation</th>
<th>Agriculture</th>
<th>Water Supply</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Fully supporting</td>
<td>5447.8</td>
<td>54%</td>
<td>1541.1</td>
<td>308.3</td>
<td>2536.9</td>
<td>1061.5</td>
</tr>
<tr>
<td>2 Some uses supporting</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3a Not Assessed</td>
<td>1280.9</td>
<td>13%</td>
<td>0</td>
<td>1280.9</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3b Insufficient data (M&amp;E list)</td>
<td>584.2</td>
<td>6%</td>
<td>197.7</td>
<td>349.6</td>
<td>0</td>
<td>36.9</td>
</tr>
<tr>
<td>4a TMDL completed and approved</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4b Impaired, no TMDL necessary</td>
<td>45.7</td>
<td>0%</td>
<td>18.9</td>
<td>0</td>
<td>0</td>
<td>26.8</td>
</tr>
<tr>
<td>4c Impairment is not caused by pollutant</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5 Impaired, TMDL necessary</td>
<td>82</td>
<td>1%</td>
<td>55.2</td>
<td>26.8</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>6 Not Supported</td>
<td>2478.8</td>
<td>24%</td>
<td>724</td>
<td>561.4</td>
<td>0</td>
<td>1193.4</td>
</tr>
<tr>
<td>7 NA</td>
<td>208.4</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>208.4</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10127.8</strong></td>
<td></td>
<td>2537</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

_Table 2 NFRWQPA Rivers and Streams IR Assessment Results_
SWOT analysis: A SWOT analysis of NFRWQPA position is included below to assess the associations’ current environmental strengths and weaknesses (internal) as well as opportunities and threats (external). The association should reevaluate this SWOT analysis bi-annually. As a planning agency NFRWQPA needs to capitalize on noted opportunities and minimize the associations’ weaknesses.

STRENGTHS
- Financial reserves
- Capabilities
- Partnerships
- Assets, membership
- Experience
- Value
- Environmental

WEAKNESSES
- Participation
- Perception
- Authority
- Awareness
- Resources
- Outdated SOPs

OPPORTUNITIES
- Technology
- Innovation
- Partnerships
- Public Hearing Participation
- Outreach & Education
- Update SOPs

THREATS
- Economy movement
- Population Growth
- Environmental effects
- Water source quality
- Limited Water Supply
- Quality of Life

Table 3 NFRWQPA Lakes & Reservoirs IR Assessment Results

<table>
<thead>
<tr>
<th>2018-EPA IR Category</th>
<th>Total Acres</th>
<th>%</th>
<th>Aquatic Life</th>
<th>Recreation</th>
<th>Agriculture</th>
<th>Water Supply</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Fully supporting</td>
<td>5310.1</td>
<td>38%</td>
<td>0</td>
<td>1257</td>
<td>5493.5</td>
<td>2552.6</td>
</tr>
<tr>
<td>2 Some uses supporting</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3a Not Assessed</td>
<td>4233.5</td>
<td>18%</td>
<td>0</td>
<td>4233.5</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3b Insufficient data (M&amp;E list)</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4a TMDL completed and approved</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4b Impaired, no TMDL necessary</td>
<td>26.8</td>
<td>0%</td>
<td>0</td>
<td>0</td>
<td>26.8</td>
<td>0</td>
</tr>
<tr>
<td>4c Impairment is not caused by pollutant</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5 Impaired, TMDL necessary</td>
<td>26.8</td>
<td>0%</td>
<td>0</td>
<td>0</td>
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</table>

Actual Total Acres within NFRWQPA = 5491
By continually updating the areawide 208 plans planning agencies can assure that association decisions regarding the management and operation agencies within the region are supported through and by current information and data. By federal and state statues, and as outlined in the state continuing planning process NFRWQPA 208 plan is responsible but not limited to the following:

- Biannually review and update the areawide water quality report established and approved by the water quality control commission. The 208 areawide water quality reports provide information and data to support the state Clean Water Pan regarding population, wastewater flows, facilities treatment techniques, management and operation agencies, future construction requirements or projects, future agency projects, service areas or expansions, and other regional wastewater and water quality planning information.

- Develop a plan for the region basin by basin which monitors and evaluates water quality and contains information and data on stream modeling, total maximum daily load studies and results, current effluent limits, nonpoint source management and BMPs control, agriculture nonpoint sources, mining, urban stormwater, and recommendations to maintain water quality.

- Recommend solutions for regional short- and long-term problems for improving or constructing wastewater facilities.

- Recommendations within the plan should be economically feasible and should try to include the costs and benefits of the recommendations.

- The plan should provide planning efforts for a minimum 20-year planning period.

- Water quality plans should meet the Water Quality Control Division and the Water Quality Control Commission requirements.

- The report(s) are a repetitive process and should be updated annually as required by the Federal Clean Water Act and the State Water Quality Act.
OBJECTIVES AND GOALS

NFRWQPA uses collaborative regional planning, facilitation, and review to ensure that present and future wastewater needs are met economically for stakeholders and with a focus on water quality protection. Due to the vast differences within the 208 region, geographically and proportions, the aforementioned statement has many interpretations. Although stakeholders may have different views on collaboration and what is economically feasible the AWQMP and Strategic Plan are intended to maintain and restore the region's water quality and surrounding land uses. In the end, the facilitation of protecting the water quality uses in the region are directly related to the rate of population and development.

Proposed regional projects as well as 208 plan amendments or changes to keep pace with population increases and development are submitted as site applications under Regulation 22. The Water Quality Control Division reviews the site applications and the applicants related Colorado Discharge Permit System (CDPS) taking into account not only NFRWQPA’s recommendation or approval, but other local agency referrals as well required by Regulation 22.

The goal moving forward, when applicable, is to issue these recommendations or approvals based on geographical modeling of the proposed project and the environmental water quality impacts or restoration of the proposed project.

Geographic modeling of projects or 208 plan amendments as load estimates, assimilative capacity curves, and current conditions through technology is an affordable science-based approach to protect the water quality uses within the region. These models, as stated before, can educate, assist, and support management and operation agencies as well as planning departments and commissions on future projects and development proposals.

NFRWQPA’s objectives are to provide education, information, and assistance to its membership management and operation agencies, Larimer and Weld County, and the State of Colorado, as listed below:

1. Provide innovative, current, and relevant data to support the 208 Areawide Water Quality Management Plan.
2. Create data and information to monitor and trend the region's water quality.
3. Engage membership, municipalities, and citizens in ways to educate and encourage behaviors toward protecting the region's watershed.
4. Maintain, repair, and protect the region's water quality by collaborative long-term planning beyond the 20-year conventional planning period.
NFRWQPA historically has provided a sustainable environmental program promoting regional wastewater planning on the basis water quality within the region. NFRWQPA through partnerships with other water quality associations are stewards of the water quality within the region. Supporting other water quality associations like the Big Thompson Watershed Forum, Big Dry Creek Watershed Association, Barr Lake and Milton Reservoir Watershed Association, and Colorado State University’s One Water Solutions Institute, NFRWQPA contributes to the overall body of work in protecting the regions water quality.

With regional partnerships, NFRWQPA strives to be a leader implementing policies and programs that are innovative, economically feasible, educational and informative, whilst maintaining or repairing the regions water quality. Urbanization poses an increasingly real and serious threat to the water quality as well as the quality of life in the regions of Larimer and Weld County. Association membership plays a critical role in environmental stewardship by protecting the watershed and meeting all regulatory standards for point and nonpoint source pollutants, while supporting innovative programs that go beyond compliance promoting water quality in their service area.

• 2020-2022 goals to meet strategic plan objectives

**Short Term:**

♦ Discharge Permit, Guidance and review.

♦ Update online interactive GIS mapping of service area boundaries.

♦ Integrate eRAMS into 208 Planning for membership and public use.

♦ Disseminate education and training materials.

♦ Provide group promotional events.

♦ Scholarships for members to WEFTEC.

**Long Term:**

♦ Model the assimilative capacity of water quality-based standards and classifications of waterbodies.

♦ Calculate the percentage of water quality classified uses and beneficial uses attaining standards for each basin.
Construct graphs presenting water quality classified use trends over time.

Construct models presenting current wasteload allocations.

Construct models of nonpoint source pollution (agriculture, livestock, stormwater, mining activities, possible salt water intrusions, and urbanization) and best management practices recommendations.

Using model information and data, recommend wastewater treatment works and service area consolidation through the 20-year planning horizon, and beyond (20-50 years).

Present models during planning commission hearings for towns, municipalities, and counties considering development proposals as environmental education.

Provisional Guidelines for recommendations and decisions

Maintaining and restoring the water quality uses at a basin and segment level can be accomplished at a local level within the NFRWQPA membership. NFRWQPA can manage water quality problems at the regional watershed level with stakeholder education and decisions that are long-term and economically feasible. By using scientific based models to support decisions that maintain and restore the watershed basins and segment protective uses locally, NFRWQPA can maintain if not improve the local quality of life. By the use of Utility Plans supporting information and data wastewater treatment plant and utility service area(s), long-term planning can be a local collaborative process at the local level. Modeling new or treatment facility amendments in the region will guide the association and management agencies in identifying the best treatment options for a geographical area. As the NFRWQPA region populates and develops, wastewater treatment plants loads increase while the facilities applicable effluent standards remain constant for some parameters whereas other parameter limits decrease and still new parameters can present challenges. As local and new household water saving measures are implemented and wastewater treatment technology improves facilities are experiencing flat-lined hydraulic loads with increasing organic loads. Constant hydraulic loads with increasing organic loads may produce the same amount of effluent discharge, although the water quality of the effluent may be degrading due to the organic load increase. These types of problems will require periodic regional evaluations of wastewater facilities to determine long-term planning solutions. Modeling consolidation of service areas and facilities, gives the association as well as the management and operation agencies the ability to make educated decisions based on accepted science practices.

Local regional management, operation, and planning department decisions should make decisions on future development knowing the effects of development beyond
the 20-year planning horizon can have on water quality and ultimately quality of life. Planning departments and commissions should collaborate regionally to protect water quality uses, rather than focus on the local economy based on future development forecasts ensuring to maintain if not improve the quality of life locally.

• **FINANCIAL STATUS**

Objectives

1. Provide innovative, current, and relevant data to support the 208 Areawide Water Quality Management Plan.
2. Create data and information to monitor and trend the regions water quality.
3. Engage membership, municipalities, and citizens in ways to educate and encourage behaviors toward protecting the regions watershed.
4. Maintain, repair, and protect the regions water quality by collaborative long-term planning beyond the 20-year conventional planning period.

Executive Summary

NFRWQPA has over the years enjoyed a strong financial situation as the result of prudent financial practices. The association has averaged more than $500,000 in reserves annually for many years due to low expenses, conservative money management in the ColoTrust accounts, and consistently coming in under annual budgets. This financial position has been accomplished while keeping the rates of the membership dues frozen for the past five years. In the unfortunate event revenues decline NFRWQPA’s healthy reserves can serve as operations funds in a recession incident.

Primary Revenue Drivers.

- Membership Dues – Account for 100% of the association budget.
- Federal 604(b) Money – Annually the association receives ≈$11,000.
- ColoTrust accounts – Annually the ColoTrust accounts generate ≈$15,000 in interest.

Primary Expense Drivers.

- Salaries and Wages – Account for 45% of the budget.
- PERA – Accounts for 6% of the budget.
- Rent and Utilities – Accounts for 8% of the budget.
- eRAMS – Will account for 40% of the budget within those budgeted years.
- New Computers – Will account for 3% of the budget within that budgeted year.
- Customer Appreciation Day – Will account for 2% of the budget.
To implement the Primary Expense drivers above in 2020 and 2022.

- NFRWQPA would be 17% over budget and 2% short of the net assets projection in 2019.
- In 2020, budgeting for eRAMS the association would be back to business as usual coming in 16% under budget, but yet achieve 100% of the net asset projection, since the project(s) would be included within the 2020 budget.
- In 2021, eRAMS will be fully funded and the association budget will be fully funded by association dues.
- In 2022, including an eRAMS annual maintenance of $5,000 the association remains under budget at 33%, and nets 2% over the projected net assets.

Figure shows a graphical representation of the strategic plan cash flow, indicating both the association’s fund balance and budget expenditures projected out to 2025.
Attachment #3
Water Quality News

The NFRWQPA 208 Areawide Water Quality Management Plan was approved by the Water Quality Control Commission on May 13th, 2019. This will be the reference document for association operations and decisions regarding utility plans, site applications, and service area amendments submitted for consideration from now on.

Colorado Wastewater Utility Council

Qualifying facilities have six months left to opt into the Voluntary Incentive Program for Early Nutrient Reductions by Dec. 31, 2019. The division has stressed there is absolutely no penalty for opting into the program, and the programs is for all types of wastewater treatment technologies.

Water Quality Forum

The 2019 Annual Clean Water Fee Bill Report for the 10/2017-9/2018 period is available on the division website.

The OCCT workgroup is seeing 2mg/L Phosphorus is effective as 3mg/L Phosphorus for corrosion control of lead in drinking water transmission lines.
NFRWQPA Site Applications Approved

The CSU Mountain Campus Site Application was approve on April 30, 2019 which was submitted in conjunction with the Utility Plan approved during the April 25th 2019 association meeting. The Site Application approves CSU to update the current wastewater treatment facility to a Membrane Bioreactor (MBR) system. The approved site application may be viewed on the association’s website.

Trainings, Conferences, and Event

- The Water Quality Forum Retreat is July 11-12th at the Double Tree by Hilton in Breckenridge, CO. Register at the WQF website at: [http://colowqforum.org/retreat.html](http://colowqforum.org/retreat.html)

- In-line Instrumentation Committee Meeting July 12th 2019 at 3:00pm at the North Metro Wastewater Reclamation District Visitor Center. Please contact Daniel Rebstock for more information at drebstock@mwrd.dst.co.us.


- Sonoran Institute’s [Growing Water Smart Program](http://colowqforum.org/retreat.html) is a toolbox for planners providing mechanisms for a paradigm shift from focusing on water demand to water side management to provide water to Colorado’s rapidly growing population under a limited resource.

- Western Resource Advocates has some [great materials on their website](http://colowqforum.org/retreat.html) too. Integrating Water Efficiency into Land Use Planning in the Interior West: A Guidebook for Local Planners is available on their website.

- The Colorado Water Conservation Board has a [collection of resources on their website](http://colowqforum.org/retreat.html) Integrating Water into Land Use Planning including a series of YouTube videos online for training.
CDPHE 10yr Water Quality Road Map

Over the next 10 years the division will develop or revise standards for Nutrients, Ammonia, Cadmium, Arsenic, Selenium, and Temperature. During this time workgroup meetings provide informational updates and feasibility case studies by agencies to support criteria development. Meeting dates and agendas may be found at the link below.

https://www.colorado.gov/pacific/cdphe/WQ-10-Year-Roadmap

Regulation 22 Workgroup Updates

The division began a stakeholder process in May 2018 to update Regulation 22 - Site Location and Design Approval Regulations for Domestic Wastewater Treatment Works. Since that time, division staff and stakeholders have engaged in five independent work groups to collaborate and develop parts of an overall draft division proposal. The Design Capacity work group will likely be unable to finish their draft proposal by July 1, 2019. However, division staff and stakeholders are hopeful to complete their draft proposal by August 1, 2019. Further meeting dates and agendas may be found at the link below.

https://www.colorado.gov/pacific/cdphe/wq-design-review-stakeholders

NFRWQPA Areawide Water Quality Management Plan News

208 Plan Updates/Amendments

➢ ERIE AND ST. VRAIN SANITATION DISTRICT
The Town of Erie service amendment included adding portions of section 15, a sliver portion of section 16, and a smaller portion in section 3 of the current approved service area. The additional service area will be served by gravity flow to the Town of Erie’s North Reclamation facility located in section 31 within the towns service area.

➢ MEAD AND ST. VRAIN SANITATION DISTRICT
The Town of Mead service amendment included adding a portion of section 11 in which the town intends to service by adding a lift station and sewer line to the Town of Mead WWTF.
UPCOMING NFRWQPA MEETING DATES

NFRWQPA Meetings
JULY 25TH 2019
AUGUST 22ND 2019
SEPTEMBER 26TH 2019

NFRWQPA Executive Committee Meetings
SEPTEMBER 26TH 2019

Agendas for meetings may be found on the NFRWQPA website at http://www.nfrwqpa.org/

LEGISLATIVE UPDATES

House and Senate Bill Updates

- **SB19-1200 RECLAIMED DOMESTIC WASTEWATER POINT OF COMPLIANCE**
  Concerning the point of compliance related to the treatment process involved in treating reclaimed domestic wastewater for indoor nonpotable uses within a building where the general public can access plumbing fixtures that are used to deliver the reclaimed domestic wastewater.
  Last Action: 04/04/2019: Governor Signed

- **SB19-212 APPROPRIATION GENERAL FUND IMPLEMENT STATE WATER PLAN**
  Creates the general fund support of $10 million for the water plan implementation program and specifies criteria for expenditures by the Colorado water conservation board for the program.
  Last Action: 04/17/2019: Governor Signed

- **SB19-1271 AUGMENTATION OF INSTREAM FLOWS**
  The bill clarifies that the Colorado water conservation board may augment stream flows to preserve or improve the natural environment to a reasonable degree by use of an acquired water right that has been previously quantified and changed to include augmentation use, without a further change of the water right being required.
  Last Action: Postponed Indefinitely

- **SB19-1015 RECREATION OF THE COLORADO WATER INSTITUTE**
  The Colorado water institute was created in 1981 and automatically repealed in 2017. The bill recreates the institute.
  Last Action: 2/20/2019: Governor Signed

http://leg.colorado.gov/bill-search?field_subjects[0]=39&field_sessions=57701
Attachment #4
## 2020 Budget - Proposed

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<th>2019 Yr. End</th>
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<td><strong>Difference in Revenue &amp; Expenses</strong></td>
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<td><strong>Projected Budget Actuals</strong></td>
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<td><strong>Projected Net Assets beginning of year</strong></td>
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<td><strong>(9,282)</strong></td>
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<td><strong>Reserves Required based on 0.5% Budget</strong></td>
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<tr>
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**NOTES:**

- **3300 Retirement Contributions**
  - New accounts 2820 & 2830 were moved under account 2830 due to billing.
- **5010 Rent & Utilities**
  - Noting accounts 2820 & 2830 were moved under account 2830 due to billing.
- **5140 IT Support**
  - Our IT Support, DigeTeks, LLC, is moving to support maintenance contracts & not hourly billing.
- **5400 NFR Dues & Subscriptions**
  - Increased; WQF-$500, Bar Milton-$100, CWWUC-$500, CFM-$5750, RMWAE-$125, CRWA-$300.
- **5425 Intergovernmental Assistance**
  - Increased as last year membership was concerned this account was insufficient.
- **5700 Legal**
  - Is paid out of account 3400 FICA/PERA so that adjustment has been made.
- **5850 Capital Expenditures**
  - New Computers and software are slated for 2020.
- **6010 Contract Services - State/GIS**
  - The NFRWQPA website is slated to be updated in 2020.
- **5130 Internet Service, Phone, & Long Distance**
  - Includes the CSU eRAMS SOW and service contract fees.
Attachment #5
June 17, 2019

VIA U.S. MAIL AND E-MAIL

Mark D. Thomas
North Front Range Water Quality Planning Association
257 Johnstown Center Drive, Unit 206
Johnstown, CO 80534
mthomas@nfrwqpa.org

RE: Engagement Agreement for Legal Services

Dear Mark:

Thank you for selecting Brownstein Hyatt Farber Schreck, LLP (the "Firm") to serve as legal counsel to North Front Range Water Quality Planning Association ("NFRWQPA" or "you") in connection with general environmental matters. We are very pleased and privileged to work with you, and we appreciate the opportunity to represent you. The purpose of this engagement letter (the "Agreement") and the attached Standard Terms and Conditions which are incorporated into this letter by this reference (the "Terms") is to outline the nature and scope of the engagement and our respective responsibilities and expectations.

The Client: The Firm will represent NFRWQPA.

Scope of Engagement: This Agreement and the Terms apply to the engagement described above as well as future engagements with respect to which you ask the Firm to represent you, unless we execute a separate agreement for one or more separate engagements. Services rendered to you prior to your signing this Agreement are subject to the provisions of this Agreement and the Terms.

Staffing, Fees, Costs and Billing Arrangements: In the course of our representation, it is anticipated that I will supervise and coordinate most of the work on this matter, with the assistance of any attorneys, land use planners, paralegals, law clerks, legal assistants, and other staff working with me. My hourly rate is $485. I can be reached directly at 303.223.1163 and via email at cjochim@bhfs.com. To minimize costs, I would utilize the assistance of Natural Resources associates (hourly rates of $350), paralegals (hourly rates of $290), and law clerks/summer associates (rates vary). To best serve your interests, we may assign other attorneys affiliated with the Firm to represent you if, in our judgment, that becomes necessary or desirable. We also may assign attorneys who are independent contractors to the Firm and whose hourly billing rate will be passed on to you with a factor for the firm's overhead and profit.

Our fees are based primarily on the actual amount of time spent by our attorneys and other professionals performing services for you, including attending, conducting or making, as applicable, telephone calls, conferences, court appearances, research and investigations, traveling, and preparing letters, pleadings, briefs, agreements, and other documents. We will bill for our services at our applicable hourly billing rates in effect at the time we render the services, which are available upon request.

In the course of providing services to you, it may be necessary for us to incur certain costs. You agree to reimburse us in accordance with the Terms for all reasonable costs that we actually incur and for the Firm's
administrative fee. For more information on billing, including third party and other costs for which you will be billed, rate changes and other factors affecting fees and other charges, please refer to the Terms.

**Billing Period and Payments:** We will bill you on a monthly basis or such other periodic basis as we may determine. Except as otherwise set forth herein, you agree to make payment of all outstanding fees and costs within 30 days of your receipt of a billing statement. We reserve the right to charge interest on overdue amounts at the rate of 1.5% per month, or the maximum interest rate permitted by law, whichever is less, from the date due until paid. You agree to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

**Retainer Deposit:** Given our existing professional relationship, we agree to waive an upfront deposit for this matter, and you agree to pay our bills timely pursuant to the Terms. We reserve the right to require a deposit in the future if we feel that circumstances warrant it, and in such event you agree to post such a deposit.

**Conflicts of Interest:** We have conducted a search in our conflicts database of your name and the names of your owners, principals and affiliates and all adverse parties and their owners, principals and affiliates that you provided to us, as applicable. Based on the information provided, we have discovered no conflicts. To help us continue to assess conflicts, however, we will depend on you to keep us advised of changes in NFRWQPA’s owners, principals, affiliates and potential adverse parties that might affect our analysis of actual or potential conflict of interests.

**Complete Agreement:** This Agreement and the Terms contain all the terms and provisions of and related to our engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and you.

If you agree with the terms and provisions of this Agreement and the Terms, please countersign this letter where indicated below and return it to us at your earliest opportunity. If you have any questions, please feel free to contact me or a member of our team.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: [Signature]
Christine A. Jochim
Acceptance of Agreement and Standard Terms and Conditions:

The undersigned entity represents and warrants that it has the power and authority and that the individual signing on its behalf below has been authorized to enter into and sign this Agreement. The undersigned does hereby engage Brownstein Hyatt Farber Schreck, LLP in accordance with the terms of this Agreement and the attached Standard Terms and Conditions, effective as of the date of this Agreement.

NORTH FRONT RANGE WATER QUALITY PLANNING ASSOCIATION

By: ________________________________
Name: Mark Thomas
Its: Manager
Duties of the Parties: Brownstein Hyatt Farber Schreck, LLP (the “Firm”) agrees to represent you in accordance with the accompanying Engagement Agreement for Legal Services (the “Agreement”) and these Standard Terms and Conditions (the “Terms”). You agree to fully cooperate with us, be open and truthful, provide us with complete information pertaining to the representation, keep us informed of developments, promptly respond to our inquiries and communications, and pay our bills in a timely manner.

Fees: We record time in 6-minute increments unless other arrangements are made, and our billing statements will be based on time recorded in those increments. You agree to pay our fees based on time expended on your behalf, computed on an hourly basis at our then applicable rates for this engagement for the applicable attorneys and staff assigned to the matter. Generally speaking, these hourly rates currently are, with limited exceptions, as follows:

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shareholders</td>
<td>$410 to $1,315/hour</td>
</tr>
<tr>
<td>Counsel</td>
<td>$365 to $1,195/hour</td>
</tr>
<tr>
<td>Associates</td>
<td>$290 to $530/hour</td>
</tr>
<tr>
<td>Lit Support Analysts</td>
<td>$205 to $365/hour</td>
</tr>
<tr>
<td>Land Use Planners</td>
<td>$225 to $450/hour</td>
</tr>
<tr>
<td>Paralegals</td>
<td>$150 to $355/hour</td>
</tr>
<tr>
<td>Law Clerks</td>
<td>$225 to $295/hour</td>
</tr>
<tr>
<td>Legal Assistants</td>
<td>$95 to $280/hour</td>
</tr>
</tbody>
</table>

We change our rates, as well as our other standard charges, from time to time (typically on January 1 of a calendar year), to reflect competitive or market conditions, inflation, changes in attorney seniority or status, changes to our rates generally, changes in the nature or scope of the services performed and other factors. Unless otherwise agreed to in writing, you agree that any new rates or charges apply prospectively to all matters then being handled by the Firm for you. You agree to pay all fees billed at the then-current rates. Individual rate changes will be reflected in the first billing statement that includes the new rates and will be evident from the information you receive with each bill.

Outside Contract Attorneys and Legal Assistants: You agree that we may utilize contract attorneys and legal assistants who are supervised by our attorneys but not employed by the Firm, and who may reside inside or outside of the United States. Contract attorneys typically will be billed at the rates of the attorneys at the firm who provide a comparable, applicable level of service, if not otherwise agreed to in writing.

In-House Costs and External Expenses: In addition to fees incurred for legal work, your statement will include other charges and costs, some of which are summarized below, that you agree to pay.

Charges for long distance telephone calls, in-office copying, ordinary postage, and deliveries made by in-house staff are covered by an administrative fee, currently calculated at 2.5% of fees incurred. This administrative fee is charged in lieu of itemizing those costs.

Other costs which you agree to pay include, but are not limited to: computer-assisted legal research; third party vendor fees (including document copying, transcript production, depositions, e-discovery file processing, and trial preparation materials); messenger and other delivery fees; the cost of licensing and installing special computer applications used to manage your case; secretarial overtime (when required by the urgency of your matter); extraordinary administrative, technical or accounting support; professional mediator, arbitrator, and/or special master fees; other vendor costs; and reasonable expenses for travel, meals and hotel accommodations.

For Litigation matters that involve e-Discovery tasks of processing and reviewing electronic data requiring the Firm to host data in excess of 5 gigabytes (“GB”), we will bill you $10 per hosted GB per month, which may be more than the Firm’s direct cost to account for overhead and related expenses. These hosting charges may continue to be billed for as long as we continue to host the data in an active server environment.

We may select experts, consultants and investigators who in our judgment are necessary to aid in the preparation of your matter. We will inform you of the persons selected and their charges. You authorize us to incur all reasonable costs and to hire such experts, consultants and investigators, and you agree to pay these expenses.

At our discretion, all costs may be included on your statement or billed directly to you. We may also require that you advance to us the estimated amount for such items prior to our incurring them on your behalf. You agree to pay such costs, and we assume no obligation to advance any costs on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.

Estimates Not Binding: It is often impractical to determine in advance the amount of time and effort that will be needed to complete all the necessary work on a matter or the total amount of fees, charges, and costs that may be incurred. Additionally, if any estimates or budgets are provided, they may need to be adjusted upward or downward in response to changing circumstances. Accordingly, unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen or unanticipated circumstances, and do not limit or “cap” our fees and other charges or costs.

No Guarantees: Comments or expressions of opinion about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard. Unless otherwise specifically agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen or unanticipated circumstances, and do not limit or “cap” our fees and other charges or costs.

Billing Disputes: You agree to inform us of any dispute you may have with respect to a billing statement within ten (10) days of the statement date. Even if you dispute a portion of a billing statement, you agree to pay the undisputed portion within 30 days of your receipt of the statement. You will be responsible for any costs of collection incurred by the Firm, including reasonable attorneys’ and paralegals’ fees and costs.

Retainer Deposits: You agree to pay advance fee deposits in accordance with the provisions of the Agreement and the Terms. In addition, for matters involving litigation, arbitration, or adjudication of disputes in other tribunals, we reserve the right to request from you an additional deposit before trial or hearing in an amount reflective of the anticipated fees and costs of that proceeding. You agree to timely provide such a deposit. If you do not provide this deposit, we shall have the right to withdraw
from this representation, consistent with our obligations under applicable law and the rules of professional conduct, and you agree not to oppose our withdrawal.

Responses to Auditors’ Inquiries: We are frequently asked to provide information to third-party auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care that we use to handle our clients’ other legal work, and we will charge for these services at the hourly rates applicable to your engagement. When an auditing firm requests information on your behalf, that request will be deemed to be your consent for us to disclose the requested information to that auditing firm and to bill for those services.

Permission to List the Company as a Client: Occasionally, we may provide lists of representative clients or matters to legal or other publications and may use our clients’ names or a description of their matters in marketing materials. Unless you instruct otherwise, you agree that such use is acceptable.

Communications and Special Requirements: During the course of our engagement, we may exchange emails and electronic versions of documents with you using commercially available software. Such communications are occasionally victimized by the creation and dissemination of viruses and other destructive electronic programs and hackers who compromise the privacy of electronic communications. Our virus scanning software may also occasionally reject a communication that you send to us, or we may send you a message that is rejected by your system. Although infrequent, these occurrences are to be expected as part of the ordinary course of business. Accordingly, we cannot guarantee that our communications and documents will always be virus-free or immune from invasions of expected privacy. If for these or other reasons you would prefer or require that we not use electronic communications or that we follow special instructions or encrypt emails or other communications, you should promptly advise in writing those working on your matters of such preferences or requirements.

Ownership of Records and Files: You understand and agree that your client file consists of any correspondence, legal memoranda, pleadings, agreements, or other documents that the Firm retains in its electronic document management system, which is duplicated in hard copy. It is our policy to destroy all client files (including all documents and materials therein) no less than eight years following completion of each matter. This file destruction procedure is automatic, and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling. Alternatively, you may request, prior to our scheduled destruction date, that we deliver all or certain portions of these client files to you rather than destroying them.

Termination: You may terminate our services at any time. If you choose to do so, you agree to give us prompt notice of the termination. Upon such termination, you will remain obligated to pay for all services rendered and costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us appropriate documents effecting our substitution or withdrawal. We will promptly return to you any remaining balance of your retainer as well as a copy of your client file, as described above.

Except to the extent limited by applicable law or rules of professional conduct, we may also withdraw from this representation at any time. We may withdraw, by way of example, if:

- You fail to fulfill an obligation to the Firm or to honor the terms of the Agreement or these Terms, such as by failing to pay our statements or to post deposits in a timely manner;
- You make it unreasonably difficult to represent you;
- Our continued representation of you will result in an unreasonable financial burden on the Firm;
- Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you agree to take all steps reasonably necessary to free us of any obligation to perform further services. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

Our representation of you will be considered terminated at the earliest of your termination of our representation, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity, or otherwise).

Disputes: All disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in accordance with the laws of, the state in which the legal services provided by the Firm were primarily performed. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

Interpretation and Effective Date: The Agreement and these Terms supersede all other prior and contemporaneous written and oral agreements and understanding between us, including any outside counsel guidelines or service level agreements, or the like, that you adopt, unless such outside counsel guidelines or service level agreements have been provided to us prior to the date of the Agreement or unless the Agreement and these Terms have been made expressly subject thereto. You acknowledge that no promises have been made to you by us other than those in the Agreement and these Terms. In the event that these Terms conflict with the Agreement, the Agreement will govern. If any provision of these Terms or the Agreement is found unenforceable, the remaining provisions will remain in effect. If the Agreement does not take effect for any reason, you will still be required to pay us the reasonable value of any services we performed for you and all costs actually and reasonably incurred on your behalf.
Attachment #6
June 5, 2019

Mr. Dave Cross  
District Engineer  
St. Vrain Sanitation District  
11307 Business Park Circle  
Firestone, CO 80504

Dear Dave:

Thank you for discussing the potential for the St. Vrain Sanitation District “SVS District” to provide sanitary sewer service to the Shores on Plum Creek Metropolitan District “SPC District”. For your reference, attached are maps showing the location of the SPC District and the Land Use Concept Plan for the service area, as approved by the Town of Frederick.

As you know, the SPC District is currently located within the 208 Planning Boundary of the Town of Erie. On May 3, 2019 we met with Malcolm Fleming, Erie Town Administrator and Todd Fessenden, Erie Director of Public Works to discuss the Town of Erie providing the SPC District sanitary sewer service. Attached is the letter we received on May 6, 2019 from the Erie Town Administrator regarding the provision of such service. The letter speaks for itself, but we would like to highlight the last sentence which states “I hope you are successful in finding an alternative solution for your sanitary sewer service needs.”

Pursuant to that letter, we hereby formally request sanitary sewer service from the SVS District. As you know, we have discussed the SPC District working with the SVS District to finance, along with other property owners or districts, a regional sanitary sewer line to serve the area. The SPC District desires to enter into a line extension agreement with the SVS District as soon as possible so that engineering design and construction can proceed.

Again, thank you for your cooperation in this matter. Please contact us if you have any questions.

Respectfully,

[Signature]

Jon File  
Chairman

Attachments
THE SHORES ON PLUM CREEK LAND USE CONCEPT PLAN

SECTIONS 31 & 32, TOWNSHIP 2 NORTH, RANGE 68 WEST, 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

RESIDENTIAL EAST
80.55 ACRES
/(R-1 W/PUD OVERLAY)

MIXED USE WEST
17.95 ACRES
/(C-H52 W/PUD-0)

MIXED USE EAST
57.46 ACRES
/(C-H52 W/PUD-0)

NORTH POND
3.25 ACRES

EAST POND
1.92 ACRES

RESERVOIR
56.10 ACRES

DITCH
ROADWAY
FUTURE NEIGHBORHOOD TRAIL
ZONING BOUNDARY
CONCEPTUAL ACCESS POINT

NOTE:
OVERALL RESIDENTIAL AND MIXED USE AREAS INCLUDE OIL/GAS SETBACK AREAS.

TOWN OF FREDERICK
BULRUSH WETLAND
PARK

EAST BOULDER & WELD COUNTY DITCH
3.39 ACRES

WEST BOULDER & WELD COUNTY DITCH
2.07 ACRES

EAST LOWER BOULDER DITCH - 4.82 ACRES

WEST LOWER BOULDER DITCH - 0.74 ACRES

OIL & GAS LEASES
1.62 ACRES

OIL & GAS LEASES
5.91 ACRES

OIL & GAS LEASES
17.10 ACRES

OIL & GAS LEASES
11.43 ACRES

POSSIBLE FUTURE RESIDENTIAL/MIXED USE

MIXED USE EAST
21.43 ACRES
/(C-H52 W/PUD-0)

MIXED USE WEST
34.15 ACRES
/(C-H52 W/PUD-0)

NORTH POND
5.25 ACRES

CONCEPTUAL ACCESS POINT (TYP)

CONCEPTUAL ACCESS POINT

FUTURE NEIGHBORHOOD TRAIL HEAD

ZONING BOUNDARY

TOWN OF FREDERICK WETLAND PARK

OIL & GAS LEASES
0.72 ACRES

OIL & GAS LEASES
0.72 ACRES

*NOTE:
OIL & GAS LEASES
}

STATE HIGHWAY 52

HIGHLAND PL

STATE HIGHWAY 52

Old HwY 22

THE SHORES ON PLUM CREEK LAND USE CONCEPT PLAN
May 6, 2019

Jon File, President
The Shores on Plum Creek Metropolitan District
P.O Box 983
Broomfield, CO 80038

Re: Sanitary Sewer Service for Shores at Plum Creek

Dear Mr. File:

We have had an opportunity to review your request for sanitary sewer service at your
development at Shores at Plum Creek ("Shores Development"). Staff also appreciated the
opportunity to meet with you in person to discuss your request. However, the Town has elected
to deny the requested service for several reasons, as explained below.

The Town has long had a policy to avoid out of town services utilizing facilities built for the
Town’s residents, except in extenuating circumstances. In this case, the Shores Development
would utilize capacity in the Town’s North Water Reclamation Facility ("NWRF") which was built
and funded for residents of the Town.

As also explained at the meeting, the Town would be required to make releases of return flows
from the Shores Development and account for them, which would complicate both the Town’s
operations and accounting. One example would be a situation where the Town’s own return
flows are fully consumable and stored in the NWRF Reservoir. The Town would presumably be
required to meter the flows from the Shores Development separately and make releases at a
time when it would not otherwise be releasing water to Boulder Creek. Given the relatively small
overall flows which would be generated at the Shores Development, such releases would be
highly complex and require the addition of new equipment and programming of our treatment
plant. Such changes to our operation would increase the likelihood of failures to make releases
due to reliance on pumps and other ancillary equipment. It would also require additional water
accounting to the Town’s already complex water accounting, which could jeopardize the Town’s
water rights.

I hope you are successful in finding an alternative solution for your sanitary sewer service needs.

Sincerely,

Malcolm Fleming
Town Administrator

645 Holbrook • P.O. Box 750 • Erie, Colorado 80516 • Phone (303) 926-2700 • Fax (303) 926-2705