



WATER AND SEWER BOARD REGULAR MEETING

February 14, 2024 - 6:30 AM

1st Floor Conference Room, 301 Walnut Street, Windsor, CO 80550

AGENDA

A. CALL TO ORDER

1. Roll Call
2. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration
3. Public Invited to be Heard

B. BOARD ACTION

1. Approve January 10, 2024 Board Meeting Minutes
2. Recommend approval of Town of Windsor and North Weld County Water District Water Service Agreement

C. COMMUNICATIONS

1. Poudre River Forum March 1
2. Cobb Lake Regional Water Treatment Authority
3. NISP Update
4. Wastewater Treatment Plant Tour June 12, 2024
5. Updates from Town Board
6. The Cube

D. ADJOURN

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 by noon on the Thursday prior to the meeting to make arrangements.



Water and Sewer Board Regular Meeting

January 10, 2024 - 6:30 AM

1st Floor Conference Room, 301 Walnut Street, Windsor, CO
80550

MINUTES

A. CALL TO ORDER

1. Roll Call

Board Chairman Bielawski called the meeting to order at 6:31 am

Present:	Chairman	Greg Bielawski
	Vice Chair	Carlos Medina
	Secretary	Janene Willey
		Milt Tokunaga
		Gale McGaha Miller
		Milton Geiger
		Darell Zimbelman
	Alternate	Alan Overton (absent)
	Alternate	Alan MacGregor
	Town Board Liaison	Victor Tallon

Also Present:	Comm Development Director	John Thornhill
	Water Resource Administrator	Leif Lesoing
	Utility Billing Specialist	Erin Porter

2. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration

There were no new agenda items considered.

3. Public Invited to be Heard

There was no public comment.

B. CONSENT CALENDAR

There were no items on the consent calendar.

C. BOARD ACTION

1. Approve 11.08.2023 Board Meeting Minutes

Board Member McGaha Miller moved to accept the minutes for the November 8, 2023 meeting; Board Vice-Chairman Medina seconded the motion. Motion carried unanimously.

2. Election of 2024 Board Officers

Board Member Tokunaga recommended that existing officers retain their positions for 2024. Board Chairman Bielawski asked the existing officers if they would be willing to stay in their roles, all agreed.

Board Member Zimbelman voted to keep the existing officers in place, Board Member McGaha Miller seconded the motion; motion carried unanimously.

3. Cobb Lake Regional Water Treatment Authority Formation Agreement

Mr. Thornhill discussed the creation of the Cobb Lake Water Treatment Authority. This would allow Windsor, Eaton, Severance, and the Fort Collins-Loveland Water District to work towards building a new water treatment plant near Cobb Lake. The Board will consist of a representative from each entity and one at-large rotating member from the participating members, and Windsor will have the additional board seat in the second year.

Each participant contributed \$250,000 towards the purchase of the land, and FCLWD will be taking the lead on construction. The plan is to have the plant completed by 2030. This will go to the Town Board on January 22, 2024. The Board discussed the language of the agreement.

Board Member McGaha Miller moved to recommend the Agreement to the Town Board, Board Member Zimbelman seconded the motion; motion carried unanimously with Board Vice-Chairman Medina abstaining.

4. Appointment of Ad Hoc Committee 2024

Meetings should occur after regular Water and Sewer Board meetings.

Board Vice-Chairman Medina moved to reinstate the ad-hoc committee, Board Member McGaha Miller seconded the motion; motion carried unanimously.

D. COMMUNICATIONS

Staff will add to the agenda a staff communications section.

E. ADJOURN

Board McGaha Miller adjourn the meeting at 7:51 am; Board Member Tokunaga seconded the motion. Motion carried unanimously.

Submitted By:



Erin Porter, Utility Billing Administrative Specialist

AMENDED AND RESTATED WATER SERVICE AGREEMENT
(Town of Windsor and North Weld County Water District)

This Amended and Restated Water Service Agreement is made and entered into on _____, 2024 by and between the North Weld County Water District, acting by and through the North Weld County Water District Enterprise, (“North Weld”) and the Town of Windsor, Colorado, A Colorado Home rule municipal Corporation (“Town”), (Collectively “Parties.

RECITALS

WHEREAS, North Weld exists pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S., for the purpose of constructing, financing, operating and maintaining certain public water facilities and improvements for itself, its residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., North Weld is empowered to enter into contracts and agreements affecting the affairs of North Weld; and

WHEREAS, pursuant to § 29-1-203, C.R.S., the Parties are empowered to contract to provide any function, service or facility lawfully authorized to be provided by each of the Parties; and

WHEREAS, North Weld (individually or in cooperation with others) maintains and operates a system for the treatment, storage and distribution of potable water within Weld County and Larimer County, Colorado; and

WHEREAS, the Town owns, maintains and operates a separate and independent system for the storage of and distribution of potable water to its residents and customers; and

WHEREAS, beginning in 2000, the Town and North Weld have entered into various agreements and amendments to facilitate the treatment and delivery of treated water from North Weld’s system to the Town’s system; and

WHEREAS, the parties’ prior agreements and amendments shall be further described and defined below; and

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., North Weld is empowered to fix and from time to time increase or decrease Fees and Charges for services, programs or facilities furnished by North Weld; and

WHEREAS, the Parties previously entered into the Original Agreement; and

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety as more fully set forth below for the purpose of defining the respective rights, duties, obligations and interests of the Parties from and after the Effective Date.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements hereinafter set forth, it is agreed by and between the Parties as follows:

ARTICLE 1 AMENDMENT AND RESTATEMENT

This Agreement amends, restates and supersedes in its entirety the Original Agreement. From and after the Effective Date, the terms and provisions of this Agreement shall exclusively govern the rights, duties and obligations of the Parties with respect to the Town's provision of treatable water to North Weld, the Town's purchase of water treatment and delivery services from North Weld, and North Weld's obligation to treat and deliver such water to the Town as provided herein. All Exhibits hereto are incorporated herein by reference.

ARTICLE 2 INTERGOVERNMENTAL AGREEMENT

It is the intention of the Parties that this Agreement, including all Exhibits hereto, shall be considered a mutually binding and enforceable agreement between the Parties pursuant to the provisions of the Colorado Constitution; §§ 32-1-101, *et seq.*, C.R.S.; § 29-1-203, C.R.S.; the Local Government Land Use Enabling Act, §§ 29-20-101, *et seq.*, C.R.S.; and the powers inherently granted to the Parties by the State of Colorado.

ARTICLE 3 DEFINITIONS

3.1 “**Additional Standard Plant Investment Taps**” or “**ASPIT**” shall mean the additional number of Standard Plant Investment Taps the Town wishes to purchase on the Effective Date, as more particularly set forth in Exhibit A.

3.2 “**Agreement**” shall mean this Amended and Restated Water Service Agreement by and between North Weld and the Town.

3.3 “**Base Fee**” shall mean that portion of the Plant Investment Fee established by North Weld from time to time excluding only the Distance Fee portion of the Plant Investment Fee.

3.4 “**Cash in Lieu of Water Fee**” shall mean the amount paid by the Town, as determined solely by North Weld in accordance with its then-current policy, as may be amended from time to time, for an allocation of 70% of an acre-foot of water (i.e., 228,000 gallons) representing the average delivery of water delivered by Northern Water for one (1) unit of contractual ownership of the waters of Northern Water. To the extent North Weld's then-current policy does not permit payment by the Town of a Cash in Lieu of Water Fee, the Town shall not be permitted to pay a Cash in Lieu of Water Fee and shall instead be required to dedicate to North Weld all water required to enable North Weld to provide the Town with water.

3.5 “**CBT**” shall mean the Colorado-Big Thompson Project.

3.6 “**Commitment**” shall mean North Weld’s obligation to Furnish water as set forth in Section 4.1 of this Agreement.

3.7 “**Conservation Plan**” shall refer to a plan created by the Town in accordance with Section 4.8 of this Agreement.

3.8 “**Cost of Service Rate Study**” shall mean a cost-of-service rate study commissioned by North Weld from an independent professional contractor specializing in rate studies, as more particularly set forth in Article 9 of this Agreement.

3.9 “**Current Standard Plant Investment Taps**” or “**CSPIT**” shall mean the current number of Standard Plant Investment Taps currently owned by the Town, as more particularly described in Exhibit A.

3.10 “**Delivery Point**” shall mean the point(s) at which North Weld delivers water to the Town’s system through a Master Meter, which point(s) are more particularly set forth in Exhibit A.

3.11 “**Delivery Pressure Range**” refers the minimum and maximum pressures that can be expected at the Delivery Point as determined using North Weld’s hydraulic model.

3.12 “**Distance Fee**” shall mean the fee per mile per Additional Standard Plant Investment Tap charged by North Weld, as more particularly set forth in Exhibit B.

3.13 “**District Board**” shall mean the Board of Directors of North Weld.

3.14 “**Effective Date**” shall be the date first appearing above.

3.15 “**Extraordinary Water Usage Event**” shall mean an unpredictable event of limited duration that causes unusually high water usage by the Town in excess of the Minimum Town Storage Tank Volume set forth on Exhibit A, for more than seventy-two (72) continuous hours, such as a water line break, unusual water demand for fire suppression, or similar unanticipated and random accidents or temporary emergencies.

3.16 “**Fees and Charges**” shall mean all fees, rates, tolls, penalties and charges imposed by North Weld, specifically including, but not limited to, Base Fee, Distance Fee, Plant Investment Fee, Raw Water Fee, and Usage Fee.

3.17 “**Furnish**” when used with regard to the Commitment shall mean to acquire and furnish and includes all of the intermediate steps necessary to provide water at the Delivery Point(s) but does not include the obligation to construct localized storage, pumping, transmission or distribution facilities downstream of the master meter which may be constructed by the Town as part of the Town’s facilities.

3.18 “**gpm**” shall mean gallons per minute.

3.19 “**Impossible**” shall mean a circumstance in which North Weld is prevented from performing under the terms and provision of this Agreement. Such a circumstance must be beyond the control of North Weld and must not be created by any actions or failures to act of North Weld.

3.20 “**Initial Town Fees and Charges**” shall mean the initial Fees and Charges charged to the Town as of the Effective Date of this Agreement as more particularly set forth on Exhibit B.

3.21 “**Master Meter**” shall mean the Town’s master meter(s) as more specifically set forth in Exhibit A.

3.22 “**Master Meter Stations**” shall mean the master meter stations containing the Master Meter, as more particularly set forth in Exhibit A.

3.23 “**Maximum Annual Delivery Volume**” or “**Maximum ADV**” shall mean the maximum volume of water in MG to be delivered to the Town and is calculated as the number of the Total Standard Plant Investment Taps purchased by the Town times the delivery volume of 228,000 gallons for each Standard Plant Investment Tap and as set forth in Exhibit A.

3.24 “**Maximum Day Demand**” shall mean the volumetric flow rate of water used during the twenty-four (24) hour period with the highest consumption during the Water Year expressed in either MGD or gpm.

3.25 “**Maximum Delivery Flow**” or “**MDF**” shall mean the maximum total flow in gpm to be delivered to the Town based on the number of Total Plant Investment Taps to be purchased (for this value, 1 Standard Plant Investment Tap is equal to 1 gpm), regardless of the number of Master Meter Stations. If the Town owns more than one Master Meter Station, North Weld may dictate the amount of flow at each Master Meter Station to meet the hydraulic needs of North Weld.

3.26 “**MG**” shall mean millions of gallons.

3.27 “**MGD**” shall mean millions of gallons per day.

3.28 “**Minimum Annual Delivery Volume**” or “**Minimum ADV**” is the minimum volume of water in MG that the Town will pay for on an annual basis and is calculated as 90% of the average of the past three years of annual usage as measured at the Delivery Point, or 90% of the Maximum ADV whichever is greatest as more particularly set forth in Exhibit A.

3.29 “**Minimum Raw Water Obligations**” shall mean one hundred ten percent (110%) of the total measured potable water usage measured at the master meter for the previous Water Year plus any anticipated increases in usage.

3.30 “**Minimum Town Storage Requirement**” shall mean the minimum volume of storage tank facilities, in MG, and will be no less than one day of the Maximum Day Demand based on the past Water Year’s usage excluding, however, water usage resulting from an

Extraordinary Water Usage Event, all based upon information provided to North Weld by the Town, as reviewed and accepted by North Weld, all as more particularly set forth in Exhibit A.

3.31 “**North Weld**” shall mean the North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado.

3.32 “**Northern Water**” shall mean the Northern Colorado Water Conservancy District.

3.33 “**NPIC**” shall mean the non-native water attributable to shares in the North Poudre Irrigation Company.

3.34 “**Original Agreement**”

Original Agreement” shall mean and include the following agreements and amendments:

- *Water Service Agreement* dated November 13, 2000; and
- *First Amendment to Water Service Agreement* dated June 11, 2001; and
- *Second Amendment to Water Service Agreement* dated February 23, 2004; and
- *Third Amendment to Water Service Agreement* dated November 23, 2009; and
- *Water Service Agreement* dated August 12, 2013; and
- *First Amendment to Water Service Agreement dated August 12th, 2013*, dated August 10, 2015.

3.35 “**Parties**” shall mean, collectively, North Weld and the Town.

3.36 “**Peak Hour Demand**” shall mean the volumetric flow rate of water used during the 60-minute period with the highest consumption during the Water Year expressed in either MGD or gpm.

3.37 “**Plant Investment Fee**” shall mean the amount paid to North Weld for the right to receive delivery of water allocated to one Standard Plant Investment Tap and shall consist of both a Base Fee and a Distance Fee.

3.38 “**psi**” shall mean pounds per square inch.

3.39 “**Raw Water Fee**” shall mean the amount paid to North Weld for the right to receive delivery of water equivalent allocated to one Standard Water Tap.

3.40 “**Raw Water Requirement**” shall mean the annual amount of raw water provided by the Town to the District which is capable of treatment and delivery by North Weld in the amount of one hundred ten percent (110%) of the total measured potable water usage by the Town at the Master Meter for the previous Water Year, plus any anticipated increases in the Town’s use of potable water for the ensuing Water Year.

3.41 “**Raw Water Surcharge**” shall mean the additional fee charged by North Weld for use of District-owned raw water when the Town’s annual usage in any Water Year exceeds the

Raw Water Requirement provided to the Town as more fully set forth in Section 10.2 of this Agreement.

3.42 “**Standard Plant Investment Tap**” shall mean the right to use North Weld’s water system assets to deliver a maximum of 70% of 1.0 acre-foot of water (i.e., 228,000 gallons or 1 gpm on a peak flow basis.

3.43 “**Standard Water Tap**” shall mean a ¾-inch residential water tap or equivalent to which is allocated 228,000 gallons of District-owned water during each Water Year, which volume of water is based upon the historic delivery of seventy percent (70%) of an acre-foot of water for each contract unit of water from Northern Water.

3.44 “**Town**” shall mean, collectively, the Town of Windsor and the Town’s Water Utility Enterprise created under Chapter 13, Article II of the *Windsor Municipal Code*.

3.45 “**Town of Windsor**” shall mean the Town of Windsor, Colorado, a Colorado home rule municipal corporation.

3.46 “**Town Service Area**” shall mean the area described and depicted on **Exhibit C**, as hereafter modified pursuant to Section 11.1 of this Agreement.

3.47 “**Uncontrollable Forces**” shall mean any cause beyond the control of the obligated party, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, acts of terrorism, breach of construction contract by a third party or restraint by court or public authority, which by due diligence and foresight, such party could not have reasonably been expected to avoid, and the application of land use regulations imposed upon or impacting the District by third party jurisdictions for the installation and construction of distribution system components (water pipelines, pump stations, etc). The term “Uncontrollable Forces” shall not include the failure to make any payment required by either party under the terms of this Agreement.

3.48 “**Usage Charge**” shall mean the amount charged by North Weld to the Town based upon the volume of potable water used by the Town and measured at the Town’s Master Meter, as more particularly set forth in **Exhibit B**.

3.49 “**Water Supply**” shall include, but is not be limited to, water resulting from existing water supplies, future water supply projects and development of existing and after-acquired water rights.

3.50 “**Water Year**” shall mean the period of time commencing on November 1 of each year and terminating on October 31 of the next succeeding year, which dates correspond with those established by Northern Water.

3.51 “**Wholesale Discount Rate**” shall mean the percentage applied to North Weld’s retail Usage Charges to recognize North Weld’s cost savings in providing water to the Town as a

wholesale customer which provides its own internal water system storage tanks to meet Peak Hour Demands.

3.52 “WG” shall mean the Windy Gap Project.

3.53 “WSSC” shall mean the Water Supply and Storage Company.

ARTICLE 4 TREATED WATER SUPPLY

4.1 North Weld shall Furnish, and the Town shall purchase and receive from North Weld through the Soldier Canyon Water Treatment Plant (unless otherwise determined by the District), treated water for the operation of the Town’s water system in the Minimum Annual Volume, Maximum Annual Delivery Volume, Maximum Delivery Flow in gpm, and minimum and maximum pressures in psi, all as are more particularly set forth in Exhibit A. By no later than September 1 of each year, the Town will provide to North Weld estimates of its projected maximum day and average day needs for the following Water Year. The Annual Water Parameters may be modified by mutual agreement of the Parties upon execution of a written amendment by the Parties hereto. The Town shall not provide service to users or property outside the limits of Northern Water’s boundaries using water that is subject to this Agreement.

4.2 The Town agrees that treated water Furnished by North Weld will be used for operation of the Town’s water system up to the Maximum Annual Delivery Volume. Such treated water up to the Maximum Annual Delivery Volume shall be the exclusive supply of treated water used by the Town. Treated water in excess of the Maximum Annual Delivery Volume may be obtained by the Town from third party sources other than North Weld. The Town further agrees that if additional Plant Investments are sold to the Town by the District, the Minimum Annual Deliver Volume and Maximum Annual Delivery Volume will be adjusted.

4.3 The water to be Furnished by North Weld to the Town at the Delivery Point shall be potable water which complies with the Federal Safe Drinking Water Act and all other applicable drinking water regulations. North Weld shall have no responsibility for maintaining the quality of water within the Town’s water distribution system located downstream of the Delivery Point and the Town shall assume sole responsibility for such water quality within the Town’s water distribution system located downstream of the Delivery Point. North Weld shall make arrangements for all testing necessary to ensure that the water Furnished under this Agreement complies with Federal and State drinking water standards at the Delivery Point. No promise or guarantee of pressure is made by North Weld or is to be implied from anything contained herein, except as set forth in Exhibit A.

4.4 North Weld’s Commitment shall be limited only by the occurrence of factors which make it impossible or impractical for North Weld to meet the Commitment.

4.5 At any time, the Town may purchase or otherwise acquire surface, raw water rights and/or other non-potable waters for transfer to North Weld if such water rights: (i) are capable of being delivered to and treated by the water treatment system utilized by North Weld; and (ii) are usable in North Weld’s water supply system. North Weld agrees to accept such water

rights and, subject to the other provisions of this Agreement, including the Maximum Annual Delivery Volume of water to be Furnished to the Town, Furnish to the Town an additional amount of treated water. In such instance, the Parties shall execute a written amendment to this Agreement. The amount of additional treated water shall be equivalent to the annual yield of the conveyed water rights, as determined by North Weld in its sole discretion based on analysis and recommendations of competent water resource professionals, using the same annual yield methodology used by North Weld in the operation and management of its own water rights and water system, less water losses due to treatment and conveyance of water through North Weld's delivery system, and other factors as may be determined by North Weld.

4.6 The minimum and maximum pressures to be provided by North Weld are set forth in Exhibit A and shall be satisfied at the Delivery Point(s) only. The Town shall be responsible for regulating water pressures and maintaining the potable water quality within the Town's system after the Delivery Point(s).

4.7 The Parties recognize that North Weld's Water Supply, as well as the Town's Water Supply which is transferred by the Town to North Weld, is dependent upon natural water resources that are variable in quantity of supply from year to year. North Weld shall not be liable for accurately anticipating availability of North Weld's Water Supply or for an actual failure of North Weld's Water Supply due to inadequate run-off or other occurrence beyond the reasonable control of North Weld. In times of such shortage or failure, water use may be curtailed in a manner to be determined by North Weld; provided, however, that such curtailment on use shall be applied generally in a uniform manner both inside and outside the Town

4.8 The Town has created and will continue to implement a Conservation Plan for the efficient and wise use of water throughout the Service Area. A copy of this Conservation Plan and any future amended Conservation Plans shall be submitted to North Weld for review in order to allow North Weld to integrate the Town's Conservation Plan with any Conservation Plans adopted by North Weld. The Town's Conservation Plan shall provide for the adoption and continuance of such policies or the taking of such action as may be required of the Town as a recipient of water from North Weld by Federal and/or State law.

4.9 North Weld shall use reasonable diligence to provide a constant and uninterrupted supply of water except for interruption or reductions due to: (1) Uncontrollable Forces; (2) operations or devices installed for water system protection; and (3) maintenance, repair, replacement, installation of equipment, or investigation and inspection of the water system, which interruption or reductions are temporary, and in the opinion of North Weld, necessary. Except in the case of an emergency, the Town will be given reasonable advance notice of such interruptions.

4.10 Neither party shall be considered in default under this Agreement if prevented from fulfilling any obligations by reason of Uncontrollable Forces. A party rendered unable to fulfill its obligation by reason of Uncontrollable Forces shall exercise due diligence to remove such inability with all reasonable dispatch.

ARTICLE 5

RAW WATER

5.1 The Town shall annually provide to North Weld the Raw Water Requirement for treatment and delivery by North Weld, in the amount equal to one hundred ten percent (110%) of the total measured potable water usage by the Town at the Master Meter for the previous Water Year, plus any anticipated increases in the Town's use for the ensuing Water Year. Raw water provided to North Weld shall be provided on an actual gallon basis as measured at the intake station at the Soldier Canyon Filter Plant. This Raw Water Requirement is in lieu of the payment of the Raw Water Fee which would be required for the purchase of a Raw Water Tap. The requirement for the transfer of one hundred ten percent (110%) of the measured potable water usage by the Town is equal to one hundred percent (100%) of actual water usage plus an additional allowance of ten percent (10%) to cover estimated shrinkage in the volume of water delivered from the Soldier Canyon Filter Plant to the Delivery Point(s) at the Master Meter.

5.2 The Raw Water Requirement shall be provided from CBT, WG, NPIC, or from any other source reasonably acceptable to North Weld which is at least as usable to North Weld as CBT or WG water at North Weld's sole discretion. In addition, water provided by WS&S which is: (i) transferred to North Weld; (ii) adjudicated for municipal usage; and (iii) capable of being treated at the Soldier Canyon Filter Plant shall be deemed acceptable to satisfy the Raw Water Requirement. In the event WS&S water is used to satisfy the Raw Water Requirement, the Town acknowledges that water shares must be transferred into the name of North Weld. In the event the Town ceases to obtain water service from North Weld pursuant to this Agreement, North Weld shall re-transfer to the Town the WS&S water previously transferred to North Weld by the Town. All fees and costs associated with the transfer of any water by the Town to North Weld or retransferred by North Weld to the Town shall be paid by the Town.

5.3 North Weld shall have no obligation to acquire, rent or own any additional raw water necessary to meet the Town's Raw Water Requirement. The Town shall be solely liable to make arrangements for the transfer of all raw water necessary to meet the Raw Water Requirement.

5.4 In the event the Town does not provide sufficient raw water to North Weld to meet its Raw Water Requirement, North Weld shall give the Town written notice of such insufficiency, as nearly as possible at least thirty (30) days prior to the time when such additional raw water will be necessary. If, after such notice, the Town fails or refuses to provide sufficient additional raw water, North Weld may, in its sole discretion, provide such raw water as more fully provided in Section 10.2, below.

ARTICLE 6 NORTH WELD FACILITIES

6.1 North Weld shall be responsible to take such actions and make such connections between the Town's system and North Weld's system as are necessary to enable

North Weld to supply water service to the Town as provided in this Agreement, which costs shall be reimbursed by the Town.

6.2 North Weld has installed and will maintain the necessary metering equipment and Master Meter Station(s). North Weld has designed the Master Meter Station(s) and flow control devices, in accordance with the specifications of North Weld. The Town shall reimburse North Weld for all reasonable costs and expenses, including, but not limited to, design, location, construction and installation costs and expenses associated with all equipment and vault(s) replaced or added after the date of this Agreement that benefit the Town and are required for North Weld to satisfy the terms of this Agreement. The Town shall be consulted and shall approve the design, location and expenses for said equipment and vault(s), which approval shall not be unreasonably withheld. North Weld acknowledges receipt of payment or reimbursement by the Town for all equipment and Master Meter Stations installed by North Weld for the Town as of the Effective Date of this Agreement.

6.3 North Weld has installed, owns, operates and will maintain flow-restricting device(s) at the existing Master Meter Station. Said device(s) shall be capable of controlling the flow rate to the Town within the rates provided on Exhibit A. The Town shall be responsible for charges based on deliveries at flow rates greater than the flow rates stated in this Agreement.

6.4 North Weld shall own and maintain North Weld's water system, including any interconnection facilities, water line, pump station and treatment plant facilities necessary to serve the Town as required by this Agreement, up to the outlet valve on the Town's side of the Master Meter Stations. North Weld shall own the Master Meter, the Master Meter Stations, and flow and pressure control facilities, which shall be managed, administered, operated and maintained exclusively by North Weld. For the purpose of determining operations and maintenance responsibility, the Town shall be responsible for all maintenance and operations from the outlet valve on the Town's side of the Master Meter Stations.

ARTICLE 7 TOWN FACILITIES

7.1 As of the Effective Date, the Town is served through facilities installed, operated and owned by North Weld. The Town has previously installed at its expense the Master Meter Stations. The Master Meter Stations are located at the locations depicted on **Exhibit B**. Any future Master Meter Stations deemed appropriate and necessary by the Town and North Weld shall be installed in accordance with Article 6 at the sole expense of the Town.

7.2 The Town owns and will continue to be responsible for construction, operation and maintenance of its distribution lines and other system facilities on the Town's side of the Delivery Point. The Town shall undertake all proper steps to prevent connections to the Town's water system which would in any way permit water produced in or by the Town to enter North Weld's distribution system by back-flow, back-pressure or otherwise, so as to

prevent the quality of water in North Weld's transmission system from being affected by water produced in or by the Town.

7.3 North Weld will deliver water in accordance with the parameters set forth in Exhibit A. The Town agrees that it will maintain water storage tanks on the Town's side of the Delivery Point to meet the volume requirements between the Maximum Day Demand and Peak Hour Demand, and shall use water from its storage tanks to meet such volume requirements between the Maximum Day Demand and Peak Hour Demand. The minimum volume of such storage tank facilities will be no less than one day of the past Water Year's maximum day demand as measured at the Delivery Point excluding, however, water usage resulting from an Extraordinary Water Usage Event. North Weld shall be permitted to change the Usage Charge by adjusting the Wholesale Discount Rate applied to North Weld's retail Usage Charge if the Town fails to maintain the minimum tank volume and, within two (2) years of such failure, fails to construct and operate additional storage tank facilities sufficient to maintain the required minimum tank volume. Further, the District may impose fines and penalties on the Town for failure to use water tank storage supply to meet volume requirements between the Maximum Day Demand and Peak Hour Demand. Notwithstanding the foregoing, after final approval of the Cost-of-Service Rate Study set forth in Article 9, below, the Wholesale Discount Rate shall be set in accordance with the Cost-of-Service Rate Study, and North Weld shall be permitted to charge the Town a Usage Fee in accordance therewith.

7.4 The Town shall maintain its facilities in good repair at all times and to make such replacements as may be necessary to keep the facilities in proper operating condition at all times.

7.5 Subject to the minimum pressure and minimum supply provisions of this Agreement, the Town agrees that it will, at all times, operate the water distribution system so as not to unreasonably interfere with service to others dependent upon North Weld for a supply of water. Specifically, the Town agrees that it will operate its facilities, especially any pumping or storage facilities, in coordination with operation of District facilities and will install and use such devices, including telemetry, as are necessary to effectuate such coordination; provided, however, that the Town shall not be required to pay for the installation of any physical changes to its water distribution system required only to benefit others outside the Service Area.

ARTICLE 8 MASTER METER

8.1 North Weld shall read the Master Meter at monthly intervals, under its own meter reading schedule. If requested by the Town, North Weld shall give the Town notice of any master meter reading and allow a Town representative to be present and observe.

8.2 Once every five (5) years, North Weld shall test and calibrate the Master Meter at North Weld's cost. At any time, upon the Town's written request, North Weld shall make

or cause to be made a special meter test at the Town's cost. North Weld shall notify the Town in advance of any master meter test and allow a Town representative to be present.

8.3 The Master Meter shall be tested and read pursuant to American Water Works Association standards. If a test of the any master meter determines that the reads for the master meter are inaccurate, the master meter reading shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the tests are made in accordance with the percentage of inaccuracy found by such tests, provided that no correction shall be made for a longer period than such inaccuracy may be determined by North Weld to have existed.

8.4 If any master meter fails to register for any period, the Town and North Weld shall agree to the amount of water Furnished during such period and North Weld shall render a bill to the Town therefor. If no agreement can be reached by the Parties, the billing shall be based upon historical usage data.

8.5 If at any time the Town desires to change the location of any of the Master Meter Stations, North Weld will attempt to accommodate such request if, in the sole and reasonable opinion of North Weld, such relocation will not detrimentally affect North Weld's water system in any manner. The Town shall be responsible for any and all costs and expenses associated with the relocation, of any type or kind, thereof.

ARTICLE 9 FEES AND CHARGES

9.1 For the use of water provided by North Weld hereunder, the Town shall pay North Weld all Fees and Charges imposed by North Weld at the then-current rates as reflected in North Weld's then-current fee schedule set forth in a fee resolution and/or rules and regulations, including rate of return fees established by the District. Fees and Charges may be adjusted by North Weld at any time pursuant to Colorado law. Currently, the Town receives a Wholesale Discount Rate for Fees and Charges, as more particularly set forth in Exhibit B. The Wholesale Discount Rate shall remain in effect until North Weld commissions a Cost-of-Service Rate Study. Adoption by the North Weld Board of the Cost-of-Service Rate Study shall establish the Fees and Charges to be charged for water service to the Town as of the date of the Cost-of-Service Rate Study, at which time the Wholesale Discount Rate shall be eliminated. The Cost-of-Service Rate Study establishes as of the time of adoption, the new schedule of Fees and Charges imposed by North Weld for water service to the Town, which Fees and Charges may be adjusted thereafter in accordance with Colorado and as more particularly set forth in in this Article 9. Notwithstanding the foregoing, the Town will not pay a Raw Water Fee to North Weld but will instead provide the Raw Water Requirement for treatment and delivery as set forth in Article 5.

9.2 The Parties acknowledge and agree that North Weld will adopt water service Fees and Charges sufficient to totally and fully reimburse North Weld for all costs of Furnishing water under this Agreement, including, but not limited to, recovered return on investment, in accordance with the then-current fee resolution and/or rules and regulations, as

may be revised and adopted by North Weld Board from time to time. The Parties agree that the duration of this Agreement is such that the passage of time will require changes in the Fees and Charge to be made for the provision and use of water hereunder.

9.3 Upon request of the Town, North Weld will provide to the Town a copy of the Cost-of-Service Rate Study upon which North Weld has based its updated Fees and Charges.

9.4 North Weld shall provide written notice to the Town when it is anticipated that the Fees and Charges will change or any projected operation, maintenance or capital improvement cost will affect the Fees and Charges to be paid by the Town provided that:

a. North Weld shall notify the Town at least thirty (30) days prior to North Weld Board meeting at which: (i) North Weld Board considers a proposal for an increase in Fees and Charges; and (ii) prior to scheduling any formal action by North Weld Board with respect to such proposal to increase Fees and Charges. The Parties acknowledge that North Weld Board meetings referenced in this subsection 9.4.a. may be one in the same.

b. North Weld shall notify the Town of new Fees and Charges within ten (10) days after North Weld Board has adopted them.

c. The new Fees and Charges shall not become effective sooner than thirty (30) days after they have been adopted by North Weld Board.

9.5 The Parties recognize that it is the intent of the Plant Investment Fee to pay for system enhancements needed by North Weld to supply expanded usage by the Town. So long as the Town's demand stays within the Maximum Annual Delivery Volume or Maximum Delivery Flow specified on Exhibit A, North Weld will furnish the new service and no additional Plant Investment Fees will be required from the Town.

9.6 Should the Town request additional demand above the Maximum Annual Delivery Volume or Maximum Delivery Flow specified on Exhibit A, the Town shall make written request to North Weld for such additional potable water service. Upon receipt of the Town's written request, North Weld shall have sixty (60) days within which to determine whether it is willing to provide such additional potable water service and the terms upon which it is to be supplied, and shall provide written notice of its determination within a reasonable time thereafter. Any approval to provide additional potable water services shall be at the sole discretion of the Board of Directors of North Weld. Under no circumstances shall the District be obligated to sell additional Plant Investments to the Town outside the requirements of this Agreement. If North Weld agrees to provide such additional potable water service, the Parties shall enter into an amendment to this Agreement.

9.7 Billing for each month shall be made on or about the last day of the month and payment due on the fifteenth (15th) day of the following month. Any bill not paid by the fifteenth (15th) day of the month following billing shall be delinquent and the Town shall pay an additional delinquent fee of ten percent (10%) of the unpaid monthly billing; however, in no event shall the

delinquent fee be less than One Thousand Dollars (\$1,000.00) per month. Until paid, all Fees and Charges imposed by North Weld shall constitute a perpetual lien on and against all property served by the Town and located within the Town Service Area, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's liens. Additionally, if the Town refuses or fails to pay any bill by the due date, North Weld may discontinue delivery of potable water hereunder upon ninety (90) days' written notice to the Town of its intention to do so.

9.8 The Town agrees that Fees and Charges for water service provided under this Agreement shall be governed by the provisions of this Agreement, any State or Federal statutes to the contrary notwithstanding, except that North Weld shall be required to comply with all State and Federal drinking water laws and regulations.

ARTICLE 10 RAW WATER EXPENSES

10.1 In addition to payment of the Fees and Charges, the Town shall pay for all costs associated with acquisition of raw water by the Town and temporary transfer of the same to North Weld, and any periodic charges or assessments related to such raw water. The Town shall be responsible for all costs and/or expenses involved in changing North Weld's operations to facilitate use of the Town's raw water from a provider other than Northern Water.

10.2 The Town shall pay a Raw Water Surcharge as determined by North Weld for any potable water Furnished to the Town for which North Weld provided raw water to meet the Town's Minimum Raw Water Obligation pursuant to Section 5.4. Such Raw Water Surcharge shall constitute a surcharge to the Town in addition to the Fees and Charges and shall be for the purpose of compensating North Weld for the use of North Weld's raw water to satisfy the Town's Minimum Raw Water Obligation. The Raw Water Surcharge is due thirty (30) days after the end of the Water Year. The Raw Water Surcharge shall be an amount equal to ten percent (10%) of North Weld's then applicable Cash in Lieu of Water Fee. North Weld shall promptly notify the Town of any change in the determination of such charge.

For the purpose of illustrating the manner in which the Raw Water Surcharge is computed and using the Cash in Lieu of Water Fee in effect as of January 1, 2021, which amount is \$58,000.00, and which amount will be modified from time to time, the following example is provided:

Raw Water Surcharge = water used by the Town in excess of the Raw Water Requirement provided by the Town divided by (228,000)¹ x [(Cash in Lieu of Water Fee x 10%)]

Surcharge= ² 8,000,000 / 228,000 x [(³ \$58,000.00 x 10%)]

Surcharge= 35.08772 x \$5,800.00

Surcharge= \$203,508.78

¹ Average CBT delivery rate.

² Fictional amount of 8 million gallons.

³ Assume Cash in Lieu of Water Fee in the amount of \$58,000 for a unit of raw water for a 3/4" tap.

ARTICLE 11 TOWN SERVICE AREA

11.1 The Town Service Area shall consist of the real property identified on the map set forth in Exhibit C, as may be modified by the Parties as set forth herein.

a. Annexation of Property Not Served By North Weld and Not Within North Weld's Boundaries. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is not then receiving water service from North Weld and such property is not included within the boundaries of North Weld, the Town may annex the property and provide water service to the property with no further action required by North Weld. In such instance, within 30 days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in Exhibit C hereof with no formal action required by the Parties.

b. Annexation of Property Not Served by North Weld But Within North Weld's Boundaries. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is not then receiving water service from North Weld but such property is included within the boundaries of North Weld, the Town shall require the property proposed for annexation to exclude from North Weld pursuant to § 32-1-501, C.R.S., prior to receiving water service from the Town. Within 30 days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in Exhibit C hereof with no formal action required by the Parties.

c. Annexation of Property Served by North Weld. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is then receiving water service from North Weld, the Town shall not provide water service to the annexing property unless and until the requirements set forth in Section 11.3 of this Agreement are met in full. Upon full satisfaction of the requirements set forth in Section 11.2 of this Agreement, the Town shall require the property proposed for annexation to exclude from North Weld pursuant to § 32-1-501, C.R.S., and to disconnection from

North Weld's system in accordance with Section 11.3 of this Agreement, prior to receiving water service from the Town. Within 30 days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in Exhibit C hereof with no formal action required by the Parties.

d. By December 31 of each year, the Town shall provide North Weld with an updated map depicting the then-current Town Service Area including all annexations which occurred during the year. Upon confirmation that the map correctly depicts North Weld's understanding of the then-current Town Service Area as presented by the Town, the map shall automatically replace the map of the Town Service Area set forth in Exhibit C hereof with no formal action required by the parties.

11.2 Property Within Town Service Area Not Served by Town. It is understood and agreed that the Town shall have the responsibility for serving new water service customers within the Town Service Area and that North Weld will not serve customers within the Town Service Area without the express written consent of the Town and under the terms and conditions set forth herein.

a. The Parties intend and agree that new water service customers within the Town Service Area shall first be required to make application to the Town for service. North Weld has and will continue to refer any requests that it receives for water service within the Town Service Area to the Town.

b. As to any new taps applied for within the Town Service Area that can be serviced by the Town, the Town agrees to provide such service and receive payment for such service in accordance with all fees and charges imposed by the Town for the taps as if the taps were within the Town limits.

c. It is further understood and agreed that at the time an application for new service is made, there may be certain areas within the Town Service Area that cannot be served by the Town. In such event, after the Town has declined to provide service to the property in question, the property may request service from North Weld which may, in its sole discretion, grant or deny the request to provide service to that applicant.

In the event North Weld elects to provide service to an applicant within the Town Service Area after the Town has declined to provide such service, such service shall be provided only upon the following requirements being fulfilled by the applicant:

i. Payment of all Fees and Charges and/or dedication of raw water as may be required by North Weld.

ii. Written assurance from the applicant that at such time as North Weld receives notice from the Town that it is prepared to serve the applicant, the applicant will voluntarily connect to and pay all costs of connecting to the

Town's system and disconnecting from North Weld's system pursuant to Section 11.3 of this Agreement.

iii. If the property seeking service is not located within North Weld's boundaries, the applicant shall petition North Weld for inclusion into its boundaries in accordance with §§ 32-1-401, *et seq.*, C.R.S.

11.3. Disconnection from North Weld's Water System.

a. Any customer desiring to disconnect from North Weld's system shall make a request in writing to North Weld. North Weld will determine what impact, if any, the disconnection will have on the remainder of North Weld's system. Any customer disconnecting from North Weld's system shall pay all fees and costs associated with North Weld's review of the request for disconnection, shall pay all fees and costs associated with infrastructure changes necessary to accommodate the disconnection, and shall pay all Fees and Charges associated with the disconnection.

b. At such time as a customer's transfer from North Weld's system to the Town's system has been accomplished, the Town shall be credited with one Standard Plant Investment Tap. In the event the tap size exceeds a Standard Water Tap, any increase in size will result in a credit of the tap count in proportion to the increased tap size. For tap sizes above a Standard Water Tap size, the increase in the tap count would be provided if North Weld has also received the additional Raw Water Requirement or Plant Investment Fees, as the case may be.

b. The Parties acknowledge and agree that at the time of a transfer of a tap within the Town Service Area from North Weld's system to the Town's system, the Town shall be required to fairly compensate North Weld for services and facilities taken over by the Town from North Weld and/or abandoned by North Weld, including, but not limited to, any costs incurred by North Weld to modify its system for the disconnection and impact upon North Weld's remaining system or component thereof. Nothing in this Agreement shall be interpreted as preventing the Town from collecting any such compensation from third parties through separate agreements, including, but not limited to, annexation agreements or subdivision improvement agreements.

11.4 North Weld's Water Service Outside Town Service Area. North Weld shall have the unrestricted right to issue water taps and serve customers anywhere outside the Town Service Area. The Town agrees that it shall not request or seek transfer of water service to any customers located outside the Town Service Area subsequent to the Effective Date of this Agreement, including the assertion of any such right under § 32-1-502, C.R.S., or otherwise, unless the Town Service Area is modified pursuant to Section 11.1 to include property owned by such customers. Except as set forth in this Article 11, North Weld shall have the unrestricted right to issue water taps and provide water service to customers applying to North Weld for water service.

ARTICLE 12

TERM

12.1 This Agreement shall be effective on the Effective Date set forth above and remain in effect until fifty (50) years from the Effective Date, and shall automatically renew for an additional fifty (50) year term unless otherwise terminated pursuant to this Article 12.

12.2 Except as set forth in Section 9.7, above, with respect to non-payment for water service, if either party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified herein, and the defaulting party will have six (6) months from and after receipt of the notice to cure the default. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance. Notwithstanding the foregoing, if this Agreement is terminated by North Weld due to a material breach by the Town for reasons other than non-payment for water service, North Weld will not cease water service to the Town until after two (2) years from the written date of notice of the breach.

12.3 None of the remedies provided for under this Agreement need to be exhausted or exercised as a prerequisite to either party's pursuit of further relief to which it may be entitled. Either party hereto may also seek specific performance of this Agreement and specific performance shall not be considered to be an election of the only available remedy.

12.4 In the event the Town wishes to terminate this Agreement, it shall provide written notice to North Weld of its intent at least twenty (20) years prior to the intended date of termination in accordance with the notice provisions of this Agreement. Upon the giving of such notice, this Agreement shall terminate twenty (20) years thereafter. At the end of this period, North Weld will not be required to refund any portion of previously paid Plant Investment Fees. During this twenty (20) year period, the Town shall be obligated to take and pay for, or in the alternative, pay for the Maximum Annual Delivery Volume of water set forth on Exhibit A computed in accordance with the formula set forth therein. Nothing herein shall be construed as limiting the Town's right to take and pay for an amount of water in excess of the amount determined during the twenty (20) year period following termination by the Town, subject only to the peak demand limitations otherwise set forth in this Agreement. If the Town has transferred any water rights to North Weld for purposes of this Agreement, North Weld shall, upon termination, re-transfer such water rights to the Town.

12.5 The Parties acknowledge and agree that North Weld was required to finance, construct, install and/or otherwise enhance water infrastructure necessary to provide water service to the Town. Further, in order to do so, North Weld incurred and/or entered into financial obligations, including, but not limited to, revenues bonds, associated therewith, which financial obligations were in addition to those improvements otherwise financed with the Plant Investment Fees. As such, if the Town elects to disconnect any or all of its system from North Weld's system and to no longer receive water service from North Weld, in the event there is any outstanding financial obligations of North Weld related to the facilities

necessary to serve the Town, the Town shall remain responsible for its proportionate share of the outstanding obligations, including any refinancing or refundings thereof, until those obligations are paid in full.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Rules and Regulations. The Town agrees to adopt and enforce within the Town Service Area rules and regulations reasonably compatible with those of North Weld related to the delivery and use of potable water. The Town, for itself and for all of its users, agrees to abide by all fees and charges and rules and regulations of North Weld.

13.2 Easements. The Town agrees to work in good faith to obtain and provide, at no cost to North Weld, any easements needed for North Weld to provide water to the Town.

13.3 Independent Systems. The Parties agree that each party owns its own water distribution system and each is a separate and independent system from the other. Each party shall obtain and maintain throughout the term of this Agreement insurance in the type and amounts standard for such systems in Colorado.

13.4 No Vested or Future Rights. Neither party hereto shall, by reason of this Agreement, or the use of water thereunder, or otherwise, acquire vested or adverse right or future right, in law or equity, in the water rights owned by the other party.

13.5 Prior Agreements. All prior agreements between the Parties with respect to the provision of water service are hereby terminated and determined to be null and void as of the Effective Date of this Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Parties.

13.6 Prevailing Party; Venue. The Parties agree that, in addition to any other remedies afforded by law or in equity, the provisions of this Agreement may be specifically enforced in a Court of competent jurisdiction and, in any judicial action, the non-prevailing party, to the extent permitted by law, agrees to pay all costs of such action as actually incurred by the prevailing party, including attorneys' fees. Venue for any legal action shall be in District Court of Weld County, State of Colorado.

13.7 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

13.8 Assignment. Neither party shall assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. Any attempted assignment of this Agreement in whole or in part with respect to which the other party has not consented, in writing, shall be null and void and of no effect whatsoever. Notwithstanding the foregoing, the Parties hereto expressly agree that should North Weld create a water activity enterprise pursuant to and in accordance with §§ 37-45.1-101, *et seq.*, C.R.S., North Weld may elect to assign this Agreement to the water activity enterprise and no further consent, written or otherwise, of the Town shall be required.

13.9 Notices. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:

North Weld County Water District
P.O. Box 56
32825 Weld County Road 39
Lucerne, CO 80646
Attention: Eric Reckentine, District Manager
Phone: (970) 356-3020
Email: ericr@nwcwd.org

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Zachary P. White, Esq.
Phone: (303) 858-1800
E-mail: zwhite@wbapc.com

With an Additional Copy
to:

Lyons Gaddis Kahn Hall Jeffers Dworak &
Grant, PC
Post Office Box 978
Longmont, CO 80502-0978
Attention: Scott E. Holwick

Phone: (303) 776-9900
Email: sholwick@lyonsgaddis.com

Town: Town of Windsor
301 Walnut Street
Windsor, CO 80550
Attention: John Thornhill, Community
Development Director
Phone: (970) 674-2400
Email: communitydevelopment@windsorgov.com

With a Copy to: Town of Windsor
Office of the Town Attorney
301 Walnut Street
Windsor, CO 80550
Attention: Daniel Money, Esq.
Phone: (970) 674-2400
Email: dmoney@windsorgov.com

13.10 Good Faith. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

13.11 Party Review. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

13.12 Binding Effect. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

13.13 Severability Clause. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

13.14 Entire Agreement. The Town and North Weld agree that this Agreement shall be construed and enforced as the fully integrated expression of their contract with respect to the matters addressed herein. No express or implied covenants not specifically set forth shall be deemed to be a part of this Agreement. The Parties expressly agree that no representations other than those specifically set forth in this Agreement have been relied upon by either party to induce it to enter into this Agreement.

13.15 Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to North Weld or the Town, their respective officials, employees, contractors, or agents, or any other person acting on behalf of North Weld or the Town and, in particular, governmental immunity afforded or available to North Weld or the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

13.16 Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Remainder of Page Intentionally Blank. Signature Pages to Follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

NORTH WELD:
NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of North Weld

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for North Weld

*North Weld County Water District's Signature Page to Amended and Restated Water Service
Agreement with Town of Windsor, Colorado, dated _____, 202__*

TOWN:

TOWN OF WINDSOR, a Colorado home rule
municipal corporation acting by and through
its Windsor Water Utilities Enterprise

Mayor

ATTEST:

*Town of Windsor's Signature Page to Amended and Restated Water Service Agreement with
North Weld County Water District, dated _____, 202__*

EXHIBIT A
SUMMARY OF DELIVERY POINT(S) AND AGREEMENT TERMS

SUMMARY OF DELIVERY POINT(S)

Master Meter Name	General Location
Master Meter Station #1 (MM#1)	34997 WCR 19
Master Meter Station #2 (MM#2)	6434 WCR 74

SUMMARY OF AGREEMENT TERMS

Water Parameter	Value
Plant Investment Tap Summary	
Current Plant Investment Taps (CSPIT)	1828
Additional Plant Investment Taps to be Purchased (ASPIT)	372
Total Plant Investment Taps to be Purchased (TSPIT) ¹	2200
Delivery Summary	
Maximum Annual Delivery Volume (Maximum ADV) ²	502 MG
Maximum Delivery Flow (MDF) ³	2200 GPM
Maximum Delivery Flow at MM#1 (MDF at MM#1) ⁴	1500 GPM
Delivery Pressure Range at MM#1 ⁵	30 - 115 PSI
Maximum Delivery Flow at MM#2 (MDF at MM#2) ⁶	700 GPM
Delivery Pressure Range at MM#2 ⁷	30 - 115 PSI
Minimum Annual Delivery Volume ⁸	
2021 Annual Volume	523MG
2022 Annual Volume	431MG
2023 Annual Volume	522 MG
Minimum Annual Delivery Volume (Minimum ADV) 452 MG minimum (90% of Max ADV)	474 MG
Minimum Town Storage Requirement ⁹	MG

¹ TSPIT=CSPIT+ASPIT; 1828 + 372 = 2200

² Maximum ADV = (TSPIT) (SPIT, MG); (2200) (0.22 8MG) = 502 MG

³ MDF = (TSPIT) (SPIT, GPM); (2200) (1 GPM) = 2200 GPM

⁴ MDF at MM#1 = 1,500 GPM based on a maximum delivery velocity of 10 feet per second. Although MM#1 can accommodate 1500 GPM, it is preferable to NWCWD that the majority of the total flow be delivered at MM#2.

⁵ Pressure range is based on previous agreements and NWCWD's hydraulic model.

⁶ MDF at MM#2 = (MDF) - (MDF at MM#1); 2200 GPM - 1500 GPM = 700GPM

⁷ Pressure range is based on previous agreements and NWCWD's hydraulic model.

⁸ Minimum ADV = (0.90) (2018 AAV +2019 AAV +2019 AAV)/3; (0.9) (457+507+649)/3 = 484

The average annual volume for each water year is determined from North Weld billing data. Numbers included are for demonstrative purposes only based upon 2021 and will be adjusted as necessary, when triggered, to reflect 90% of the average of the prior three years of average annual usage as measured at the Delivery Point.

⁹ Information provided by the Town, subject to review and acceptance by North Weld.

EXHIBIT B INITIAL TOWN FEES AND CHARGES

Initial Usage Charge and Plant Investment Fees:

The Initial District and Town Usage Charges will apply until an adjustment is made and adopted by North Weld Board as set forth in Section 9 of this Agreement. The Plant Investment Fees are one-time fees applicable to this Agreement only and are to be paid by the Town within 30 days of the Effective Date of this Agreement. The District and Town Usage Charges and Plant Investment Fees are as follows:

USAGE CHARGES AND PLANT INVESTMENT FEES FOR THIS AGREEMENT

Charge	Value
District Unit Fee Definitions	
Initial District Usage Charge, subject to change annually	\$4.75 per 1,000 gallons
District Base Fee for this agreement only	\$9,500 per ASPIT
District Distance Fee for this agreement only	\$300 per mile per ASPIT with minimum of 5 miles (\$1,500 per ASPIT)
Wholesale Discount Rate	25%
Town Unit Fee Definitions with Wholesale Discount Rate applied	
Initial Town Usage Charge, subject to change annually	\$3.56 per 1,000 gallons
Town Base Fee for this agreement only	\$7,125 per ASPIT
Town Distance Fee for this agreement only	\$225 per ASPIT per mile with minimum of 5 miles (\$1,125 per ASPIT)
Summary of Plant Investment Fees for this Agreement	
Total Miles to MM#2 ¹⁰	5 Miles
Base Fee ¹¹	\$2,650,500
Distance Fee ¹²	\$418,500
Total Plant Investment Fees (TPIF) ¹³	\$3,069,000

The Base Portion of the Plant Investment Fee is determined primarily from the estimated costs for constructing additional filter plant capacity, storage facilities and transmission lines which deliver water to the Tank 1 Facilities of North Weld.

The Distance Portion of the Plant Investment Fee is determined primarily from the estimated costs for constructing additional service facilities to deliver water from the Tank 1 Facilities located at

¹⁰ All fees are applied to MM#2. There are a total of 5 miles from Tank 1 to MM#2. See Exhibit E for map of mileage.

¹¹ Base Fee = (Town Base Fee) (ASPIT); (\$7,125) (372) = \$2,650,500

¹² Distance Fee = (Total Miles) (Town Distance Fee) (ASPIT); (5) (225) (372) = \$418,500

¹³ TPIF = Base Fee + Distance Fee; \$2,650,500 + \$418,500 = \$3,069,000

the intersection of Colorado State Highways 257 & 14 to the customer. This portion of the Plant Investment Fee is calculated for the customer with a proportional relationship to the distance from the customer's meter location to the Tank 1 Facilities.

DRAFT

EXHIBIT C
TOWN SERVICE AREA
As of Effective Date

DRAFT

EXHIBIT D
RESERVED FOR FUTURE USE

DRAFT

EXHIBIT E
Map of Mileage

DRAFT