KERN BOARD REGULAR MEETING

May 13, 2019 - 6:45 PM or following the Town Board Regular Meeting
Town Board Chambers 301 Walnut Street Windsor, CO 80550

AGENDA

1. Call to Order
2. Roll Call of Directors Present
3. Approval of the January 14, 2019 Kern Board Regular Meeting Minutes - K. Eucker
4. Resolution No. 2019-KB02 - A Resolution Approving an Amended Carriage Agreement Between the Kern Reservoir and Ditch Company and Diamond Valley, LLC
    - Staff presentation: Ian D. McCargar, Windsor Town Attorney
5. Report Of Bills January to April 2019
6. 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.

TOWN OF WINDSOR COLORADO

MEMORANDUM

Date: May 13, 2019
To: Kern Reservoir and Ditch Company Board of Directors
From: Krystal Eucker, Town Clerk
Re: 01.14.19 Kern Board Minutes
Item #: 3.

ATTACHMENTS:

- 01.14.19 Kern Board Minutes

KERN BOARD REGULAR MEETING
January 14, 2019 - 6:45 PM or following the Town Board Regular Meeting
Town Board Chambers 301 Walnut Street Windsor, CO 80550

MINUTES

1. Call to Order

President Melendez called the meeting to order at 6:54 p.m.

2. Roll Call of Directors Present

President Kristie Melendez
Vice President Ken Bennett
Myles Baker
Barry Wilson
Secretary/Treasurer Paul Rennemeyer
Tom Jones
David Sislowski

Also Present:

Shane Hale, Town Manager
Ian McCargar, Town Attorney,
Kim Emil, Assistant Town Attorney
Rick Klimek, Chief of Police
Dean Moyer, Director of Finance
John Thornhill, Water Resource Manager
Krystal Eucker, Town Clerk

3. Approval of November 26, 2018 Board of Directors Meeting Minutes - K. Eucker

Secretary/Treasurer Rennemeyer moved to approve the minutes as presented, Board Member Wilson seconded the motion. Roll Call on the vote resulted as follows; Yeas - Baker, Bennett, Jones, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

4. Resolution No. 2019-KB01 - A Resolution Approving the Carriage Agreement Between the Kern Board Reservoir and Ditch Company and Diamond Valley, LLC.
   - John Thornhill, Water Resource Manager

Per Mr. Thornhill, in September of 2018, the Kern Board approved the Kern Excess Capacity Policy and Agreement as to form. This policy reserves the first use of the capacity for delivery of Kern Reservoir water to its shareholders. Any excess capacity in the system above the shareholders demand can be made available to other users. The Town Board, at its December 10th meeting, approved a transfer of water rights to Diamond Valley, LLC as previously agreed in the First Amended Altergott Annexation Agreement. The agreement transferred one-half (1/2) of the water rights originally conveyed by the Annexor to the Town. Diamond Valley has requested that the water right (1 cfs) be delivered to an alternate location from the historical water right. This Carriage Agreement outlines the operating protocols so that Diamond Valley water rights can be delivered by Kern via other laterals to be used on Diamond Valley lands. Diamond Valley can carry a maximum of 1 cfs per day during the irrigation season (April 15 to October 31), not to exceed 240 acre-feet in any year.

Mr. Rennemeyer inquired if this is a renewal of the carriage agreement from last year.
Mr. Thornhill stated the carriage agreement was in the development states last year and this is the first being being presented.

Mr. Sislowski inquired as to how often will this agreement come into play.
Mr. Thornhill stated there are times when it fluctuates because of the way the system is designed. Chimney Park is below the reservoir so sometimes in the middle of summer when the parks are pulling hard, it is hard for Windsor to deliver that one cfs over the course of that day but then that water can be made up through the month.

Board Member Sislowski moved to approve Resolution No. 2019-KB-01, Secretary/Treasurer Rennemeyer seconded the motion. Roll Call on the vote resulted as follows; Yeas - Baker, Bennett, Jones, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

5. Kern Superintendent Discussion

Per Mr. Thornhill,as part of the Kern Bylaws, employees can be hired to help run the system; one being the secretary and one being the superintendent. The previous superintendent was the previous Town Manager and once he left his position, the Kern Board temporary assigned that role to Dennis Wagner until the new Town Manager was on board.

The superintendent shall manage the Reservoir, ditches and real property under corporation and attend to the distribution of waters to those entitled thereto and also be knowledgeable concerning stockholders and various contracts that pertain to the operation of the reservoir and ditches. It is at the discretion of the Board if they wish to continue with Mr. Wagner in that position, appoint Mr. Hale or Mr. Thornhill.

Secretary/Treasurer Rennemeyer moved to appoint Mr. Thornhill as the Kern Reservoir and Ditch Company Superintendent, Vice President Bennett seconded the motion. Roll Call on the vote resulted as follows; Yeas - Baker, Bennett, Jones, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

6. Report of Bills

Mr. Moyer provided an overview of the report of bills that was included in packet material.

Secretary/Treasurer Rennemeyer moved to approve the report of bills, Board Member Jones seconded the motion. Roll Call on the vote resulted as follows; Yeas - Baker, Bennett, Jones, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

7. Adjourn

Secretary/Treasurer Rennemeyer moved to adjourn, Board Member Baker seconded the motion. Roll Call on the vote resulted as follows; Yeas - Baker, Bennett, Jones, Melendez, Rennemeyer, Sislowski, Wilson; Motion Passed.

____

Krystal Eucker, Town Clerk

MEMORANDUM

Date: May 13, 2019

To: Kern Reservoir and Ditch Company Board of Directors

From: Ian D. McCargar, Town Attorney

Re: Amendment to Diamond Valley, LLC, Carriage Agreement

Item #: 4.

Background / Discussion:

We have discovered a scrivener's error in some of the documents underlying the Carriage Agreement between the Kern and Diamond Valley, LLC. The original Carriage Agreement was approved in January of this year. The scrivener's error is being corrected in the various documents administratively, but amendment of the Carriage Agreement requires formal Kern Board action.

I have attached both clean and redline versions of the Amended Carriage Agreement, so that you can see where the error lies in the underlying documents. The error is found in references to the date of an earlier transaction involving the water right in question. Although tangential, Diamond Valley has asked that we correct the references and amend the Carriage Agreement to so reflect.

Financial Impact:

None

Relationship to Strategic Plan:

Prosperous local economy; infrastructure

Recommendation:

Approve Kern Board Resolution No. 2019-KB02; simple majority of those present required.

ATTACHMENTS:

- redline Amended Carriage Agreement
- Clean Amended Carriage Agreement
- Resolution No. 2019-KB02 Approving Amended Carriage Agreement

AMENDED CARRIAGE AGREEMENT

This Carriage Agreement ("Agreement") is made and entered into this ____ day of ________________, 2019 ("Effective Date"), by and between Diamond Valley, L.L.C. ("DV"), and the Kern Reservoir and Ditch Company ("Kern").

RECITALS

WHEREAS on December 10, 2018 the Town of Windsor executed a Quit Claim Deed recorded at reception number 4452729 of the Weld County real estate records (the "Quit Claim Deed") conveying certain property to DV. The description of the property in the Quit Claim Deed contained errors in a reference the date and reception number of a previously executed Special Warranty Deed (the "Previous Special Warranty Deed"). As a result, the Town of Windsor has executed a correction quitclaim deed.

WHEREAS DV and Kern entered into a Carriage Agreement on January 14, 2019. The Carriage Agreement contained the same errors in the second whereas clause of that agreement and referenced the Quit Claim Deed.

WHEREAS DV and Kern are entering into this this Amended Carriage Agreement solely for the purpose of correcting the errors in what is now the fifth whereas clause as is indicated below. In all other respects this Amended Carriage Agreement is identical to the original Carriage Agreement.

WHEREAS, Kern is the owner of a certain water storage facility known as Kern Reservoir, and certain water conveyance structures in the Town of Windsor; and

WHEREAS, certain water rights described as One half (1/2) of those Water Rights conveyed to the Town of Windsor ("Windsor") from Chancellor Farms, LLC by Special Warranty Deed dated December 8, 1997, recorded July 24, 1998 under Reception No. 2628396 ("DV Water Rights") were conveyed by Windsor to DV on _________________by Quitclaim Deed; and

WHEREAS, the DV Water Rights entitle the owner to receive 1 cfs of water, not to exceed 240 acre-feet of water in any given year, from April 15 to October 31; and

WHEREAS, the DV Water Rights have historically been delivered by Kern to DV at the Kern South Outlet Flow Measurement, shown as #1 on Exhibit 1 attached hereto and historically used at the property now known as Diamond Valley Park; and

WHEREAS, DV prefers to use the DV Water Rights at alternate locations as described in Exhibit 2 attached hereto (hereinafter the "DV Lands") which would require the water be carried in a different lateral within the Kern System; and

WHEREAS, DV shall, for the purpose accounting their volumetric and flow limits, have its water measured at the Kern South Outlet Flow Measurement; and

WHEREAS, Kern and DV have negotiated certain "Operating Protocols" which shall be memorialized by this Agreement so that the DV Water Rights can be delivered by Kern via other laterals and DV can use its water on the DV Lands;

NOW, THEREFORE, in consideration of the premises and mutual promises of the parties, the above Recitals and upon the conditions herein stated, the Parties agree as follows:

AGREEMENT

1. The above recitals are incorporated as if fully restated herein.

2. Term. The term of this Agreement shall be from the Effective Date of this Agreement until March 31, 2020. This Agreement shall automatically renew for successive one-year terms unless either Party provides notice in writing of its intent to amend or terminate this Agreement to the other Party at least 60 days prior to the expiration of any term. After notice to amend or terminate is provided, Parties shall negotiate any amendments or a new agreement in good faith. After 5 full and consecutive years of operating under this Agreement, DV may request this Agreement be approved for a longer term and the parties will negotiate in good faith regarding extending the term of this Agreement. Termination of this agreement shall neither affect DV's right to the DV Water nor its claims or arguments of legal rights to carriage of the DV Water in the Kern System.

3. Deliveries.

   a. Point of Delivery. Kern shall measure DV's water at the Kern South Outlet Flow Measurement, shown as #1 on Exhibit 1 and all volumetric limits shall be calculated based on the measurement at that point. The DV Water shall then be carried in the Kern lateral, measured again at the "DV Flume" as identified on Exhibit 1, and described in Paragraph 4.e. below, and thereafter carried to the "Transfer Point" as shown on Exhibit 1 attached hereto. DV shall bear a pro-rata portion of conveyance losses, if any, associated with the DV Water from the Kern South Outlet Flow Measurement to the "DV Flume," as measured at the DV Flume and assessed by Kern. DV shall also bear all conveyance losses from the DV Flume to the Transfer Point and shall be responsible for any losses thereafter to any of the DV Lands.

   b. Timing of Deliveries. DV shall provide Kern with a request to take delivery of its water during normal business hours, no less than 48 hours prior to the time it intends to take such delivery and shall notify Kern at least 24 hours in advance when it wishes to stop delivery of the DV Water.

   c. Delivery During Irrigation Season. DV shall only be entitled to take delivery of the DV Water Rights at the Transfer Point from April 15 to October 31.

   d. No Storage Rights. Nothing herein shall be construed to grant DV any right or authorization to store water in Kern Reservoir.

e. Maintenance and Repairs. Kern may refuse to deliver the DV Water Rights at the Transfer Point during times Kern is repairing or maintaining any structures which may be impacted by the delivery of the DV Water Rights, or at those times Kern is unable to delivery water due to the events described in Paragraph 4.c., below.

f. Accounting. Kern shall maintain accounting of all deliveries of the DV Water, and shall provide copies of such accounting to DV. Parties shall cooperate to incorporate measurement of deliveries of the DV Water, and any structure necessary for such measurement and delivery, into the current SCADA system. Each party shall cooperate to provide requisite information regarding the DV Water to the State and/or Division Engineer. DV shall be responsible for all accounting of the DV Water after it takes delivery, including but not limited to assessing requisite conveyance losses.

4. Use of Structures. DV may at times request the use of certain ditches, water conveyance structures, gates and measuring devices owned and operated by Kern Reservoir and Ditch Company as shown in Exhibit 1 ("Kern System"). Kern hereby grants to DV a revocable license to use such structures, for the sole use of delivering the DV Water Rights pursuant to this Agreement, subject to following terms and conditions:

a. Capacity. DV shall be allowed to use the Kern System as shown on Exhibit 1 attached hereto to carry a maximum of 1 cfs, or such lesser maximum as Kern reasonably determines available, in accordance with the terms of this Agreement. Either party may request delivery amounts or delivery schedules of amounts other than 1 cfs, which must be approved by the non-requesting party prior to delivery of such other amounts. Nothing in this paragraph shall be construed to require Kern to deliver an amount greater than 1 cfs or to exceed delivery of 240 acre-feet in any year. DV's carriage rights in the conveyance structures granted herein are subordinate to the primary right of Kern to use its conveyance structures for delivery of water to shareholders.

b. Delivery for Irrigation Use on DV Lands. Kern's obligations to deliver water shall be limited as stated in this Agreement. DV shall be responsible for obtaining any other rights as may be necessary for delivery of the DV Water to the DV Lands.

c. No Liability for Non-Delivery. Kern shall have no liability for failure to deliver the DV Water Rights due to causes or events beyond Kern's control and without the fault or negligence of Kern including, but without limitation, the lack of available excess capacity in the conveyance structures due to delivery to shareholders or storm-water runoff, failure of the Kern Reservoir Dam or any corresponding facilities, acts of God, sudden acts of the elements such as floods, earthquakes, tornados, sabotage, vandalism, terrorism, war, fire, explosion, severe cold or hot weather, and snow.

d. Additional Structures. Subject to Kern's review and approval, which shall not be unreasonably withheld, DV shall design and install such structures in Kern's water conveyance structures as are necessary to measure and deliver the DV Water Rights. Any new structures shall be solely owned by Kern, and Kern shall be responsible for ongoing maintenance, repair or replacement costs associated therewith.

e. Measurement. The Parties shall jointly pay for the installation of a calibrated measuring device at the location identified as the DV Flume shown on Exhibit 1, with each party paying one half of the total cost of structure. Construction and operation of the structure shall in no way interfere with or impact the flow of water in the ditch. DV shall cooperate with Kern to adequately and accurately account for the delivery and use of DV's water which is delivered via the Kern system.

i. If the DV Flume structure is not installed and incorporated into Kern's SCADA prior to initial delivery of the DV Water, DV shall be assessed a fourteen percent (14%) ditch loss from the Kern South Outflow Measurement to the future location of the DV Flume structure as identified on Exhibit 1.

5. Operation. Kern shall be responsible for the daily operation of the structures owned and operated by Kern, and DV shall have no rights to operate any facilities owned or controlled by Kern.

6. Payments. DV shall be required to pay for $1/12^{th}$ of the Kern costs as specified and billed pursuant to paragraphs 4,5, 6 and 7 of that Stipulation and Agreement dated May 31, 1992 recorded Weld County Clerk and Recorders Office reception no. 02292405 and attached as Exhibit 3 except that: 1) the assessment shall be mailed or delivered to Diamond Valley, LLC at 1625 Pelican Lakes Point, Suite 204, Windsor Colorado, 80505, Attn Accounts Payable or to other addresses or persons as DV provides Kern in writing; and 2) it is not necessary for Kern to include copies of receipts with the assessment, but will provide the copies upon request by DV.

7. Indemnification. DV does hereby indemnify and agrees to hold Kern harmless of and from any claims or causes of action from third parties against Kern arising out of the actions of DV pursuant to this Agreement.

8. No Adverse Possession. No act by DV under this Agreement shall be considered, or claimed by DV, to be adverse possession of any water conveyance structure or other property owned or controlled by Kern.

9. No Assignment of Rights. DV may not assign the rights granted by this Agreement, except by express written authorization from Kern which shall not be unreasonably withheld, except that DV may assign this agreement without approval to an entity that Martin Lind, the majority owner of DV, is also a majority owner of. In the event of such an assignment, DV shall provide written notice of the assignment to Kern. No partial assignments of this Agreement shall be allowed.

10. Complete Agreement. This document represents the complete agreement of the Parties hereto and no oral modification of this Agreement shall be recognized. Any amendments or additions shall be made in writing signed by the parties.

11. Successors and Assigns. This Agreement is binding on the Parties, their successors and assigns.

12. No Waiver. By entering into this Agreement, DV is not waiving any right to assert that such an agreement is necessary for it to obtain delivery of the DV Water.

KERN RESERVOIR AND DITCH COMPANY	DIAMOND VALLEY, L.L.C.
______________________________	______________________________
By:____________________________	By:____________________________

STATE OF COLORADO)
) ss.
COUNTY OF ____________)

The foregoing instrument was acknowledged before me this ____ day of ____________, 2019 by __________________________ on behalf of the Kern Reservoir and Ditch Company.

WITNESS my hand and official seal.
My commission expires: ___________________________

____
Notary Public

STATE OF COLORADO)
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KERN RESERVOIR AND DITCH COMPANY	DIAMOND VALLEY, L.L.C.
______________________________	______________________________
By:___________________________	By:___________________________

STATE OF COLORADO)
) ss.
COUNTY OF ____________)

The foregoing instrument was acknowledged before me this ____ day of ____________, 2019 by __________________________ on behalf of the Kern Reservoir and Ditch Company.

WITNESS my hand and official seal.
My commission expires: ___________________________

____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ____________)

The foregoing instrument was acknowledged before me this ____ day of ____________, 2019 by __________________________ on behalf of Diamond Valley, LLC.

WITNESS my hand and official seal.
My commission expires: ___________________________

____
Notary Public

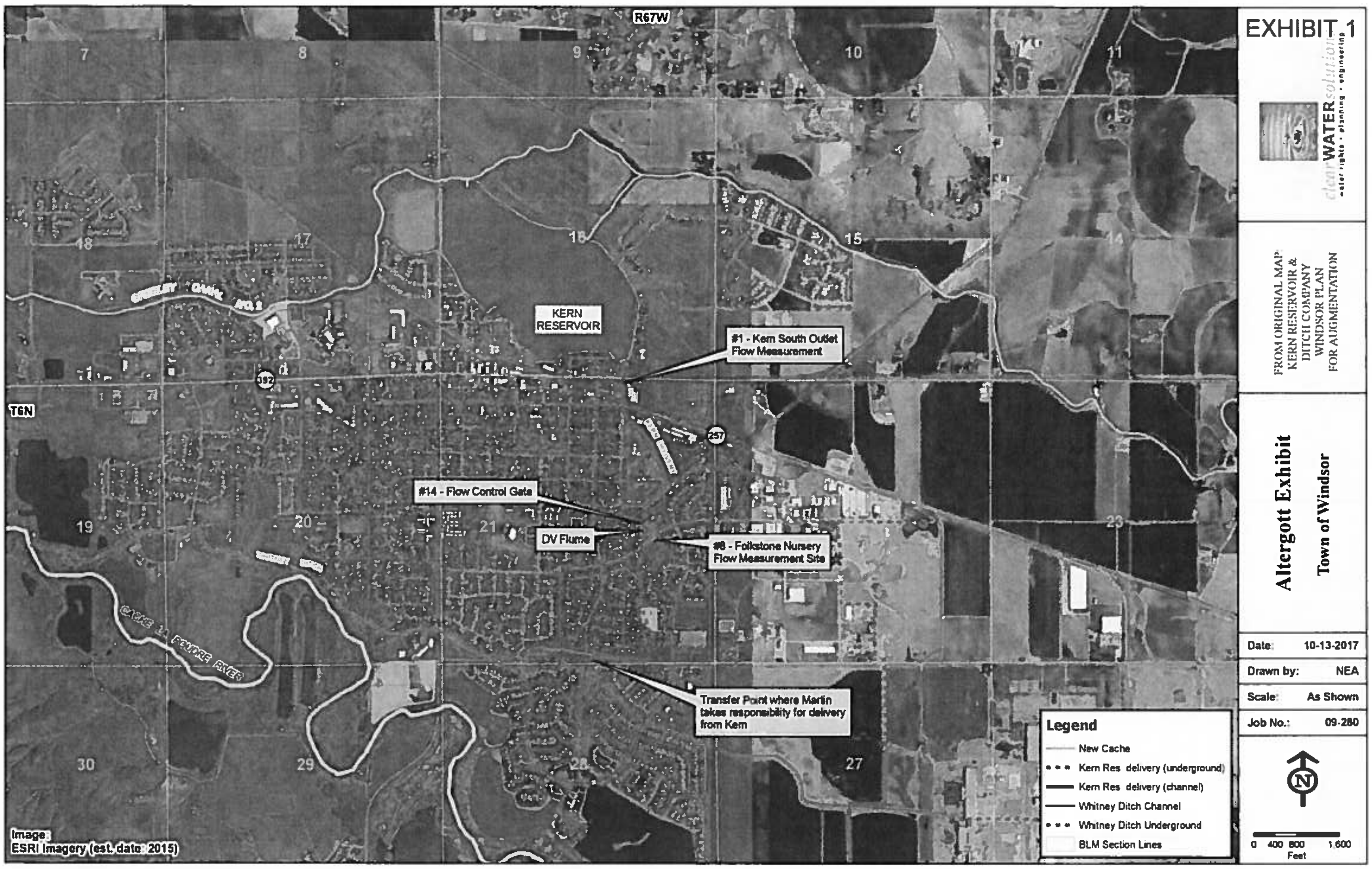
EXHIBIT 1
clearWATERsolutions
water rights • planning • engineering
FROM ORIGINAL MAP
KERN RESERVOIR &
DITCH COMPANY
WINDSOR PLAN
FOR AUGMENTATION
Altergott Exhibit
Town of Windsor
Date: 10-13-2017
Drawn by: NEA
Scale: As Shown
Job No.: 09-280
Legend
New Cache
Kern Res delivery (underground)
Kern Res delivery (channel)
Whitney Ditch Channel
Whitney Ditch Underground
BLM Section Lines
0 400 800 1,600
Feet
R67W
T6N
KERN
RESERVOIR
#1 - Kern South Outlet
Flow Measurement
#14 - Flow Control Gate
DV Flume
#8 - Folkstone Nursery
Flow Measurement Site
Transfer Point where Martin
takes responsibility for delivery
from Kern
GREELEY CANAL NO. 2
CACHE LA POUDRE RIVER
Image:
ESRI Imagery (est. date: 2015)

Exhibit 2 to Carriage Agreement

Plat Name/Deed:	Reception No.	Date:
Land included in Plat: South Hill Subdivision, First Filing (a/k/a Frye Farm)	3563934	6/30/2008
Land included in Plat: South Hill Subdivision, Second Filing Plat (a/k/a Frye Farm)	4205654	5/23/2016
Land included in Plat: Water Valley West Subdivision (n/k/a Raindance)	3756094	3/15/2011
Land described in Deed: Hellerich to Pavistma Partners Property address: 7205 WCR 62, Windsor, CO 80550 (Pavistma Partners is n/k/a VIMA Partners, LLC)	2234876	12/4/1990
Land included in Plat: Trautman Subdivision, Second Filing	3490425	7/16/2007
Land described in Deed: Lindschmidt to VIMA Partners, LLC Property address: 8268 WCR 62, Windsor, CO 80550	3535879	2/19/2008
Land included in Plat: Water Valley Subdivision Phase 1	2439707	5/25/1995
Land included in Plat: Water Valley Filing Two Phase 1	2584757	12/16/1997
Land included in Plat: Water Valley Filing Two Phase 2	2630836	8/5/1998
Land included in Plat: Water Valley South Subdivision	3178243	3/7/2004
Land included in Plat: Water Valley South 9^{th} Filing	3632954	6/26/2009
Land included in Plat: Water Valley South 16^{h} Filing	3990788	1/17/2014
Land included in Plat: Rancho Water Valley Subdivision	3960020	8/29/2013
Land included in Plat: Water Valley Hillside Subdivision	3249825	1/5/2005
Land included in Plat: Hilltop Estates Subdivision	2712916	8/10/1999

AR2292405 B 1340 REC 02292405 06/18/92 15:45 $15.00 1/003
F 0378 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

EXHIBIT 3

DISTRICT COURT, WELD COUNTY, COLORADO

Case No. 90-CV-769

STIPULATION AND AGREEMENT

JACOB ALTERGOTT, JR. and **DOROTHY M. ALTERGOTT,**

Plaintiffs,

vs.

THE KERN RESERVOIR AND DITCH COMPANY, a Colorado Corporation,

Defendant.

Plaintiffs, Jacob Altergott, Jr. and Dorothy M. Altergott, hereinafter Altergotts, by and through their attorneys, Lind, Lawrence & Ottenhoff, and Defendant, The Kern Reservoir and Ditch Company, hereinafter Ditch Company, by and through its attorney, William H. Southard, stipulate and agree as follows:

1. This Stipulation and Agreement shall settle all claims made by the parties in this case and Case Nº 90-C-1398, County Court, Weld County, Colorado.

2. Altergott shall pay the sum of $551.00 for 1990 which is 1/6 of secretary net salary $377.05, ditch rider net salary and expenses $2,702.27, and operation and maintenance of ditch only, which includes employee FICA contribution, $221.67. The ditch company specifically waives all claims of interest or penalties for failure to pay this assessment in a timely manner.

3. Altergott shall pay the sum of $535.55 for 1991 which is 1/6 of secretary net salary $427.05, ditch rider net salary and expenses $2,706.28, and operation and maintenance of ditch only, which includes employee FICA contribution, $80.00. The ditch company specifically waives all claims of interest or penalties for failure to pay this assessment in a timely manner.

4. The claim by the ditch company that Altergotts are required to pay a portion of the insurance premium for insurance is hereby waived and it is agreed that neither Altergotts, their heirs, successors, personal representatives or assigns shall be assessed for insurance

IN REFERENCE TO BOOK 228, PAGE 187

EXHIBIT 3

premiums as a result this Settlement and Agreement or under the Water Deed and Memorandum of Agreement dated June 12, 1905.

5. Altergotts agree, not withstanding the Water Deed and Memorandum of Agreement of June 12, 1905, that they will pay to the ditch company one-sixth of the following actual expenditures paid by the ditch company: secretary net salary, ditch rider net salary and actual reimbursed expenses, and operations and maintenance expenses on the ditch, but not the reservoir, which includes employee FICA contributions. Altergotts, on behalf of their heirs, personal representatives and assigns, agrees to payment of these expenditures as long as Altergotts, their heirs, personal representatives and assigns exercise the right to receive delivery of water pursuant to the Water Deed and Memorandum of Agreement dated June 12, 1905.

6. The assessment of one-sixth of the expenses described above for any year shall be based on the expenses actually incurred in the previous year. For example, the 1992 assessment was based on 1991 expenditures. The ditch company shall mail, or deliver to Altergotts, at 9535 Weld County Road 66, Windsor, Colorado 80550, or at some other address specified by Altergott, a written assessment itemizing the amount for secretary salary, ditch rider salary and operations and maintenance of the ditch. Copies of receipts for operations and maintenance expenses shall be submitted with the assessment. Altergotts shall have the right to inspect the records of the ditch company, during normal business hours, to determine that the assessment has been properly levied pursuant to this Stipulation and Agreement.

7. Altergotts shall pay the assessment within thirty days of receipt. If Altergotts have any objection to any portion of the assessment they shall file a written objection with the ditch company within thirty days of the assessment. Any portion of the assessment for which there is no objection shall be paid to the ditch company. If the parties cannot resolve any disputed portion of the assessment by negotiation then either party may take such legal action as it deems necessary.

8. Each party shall bear their own attorney fees and Court costs.

9. This Stipulation and Agreement shall be binding on the parties, their heirs, personal representatives, successors and assigns.

10. This Stipulation and Agreement represents the complete agreement of the parties hereto and no oral modification shall be recognized. Any amendments or additions shall be made in writing signed by the parties.

EXHIBIT 3

DATED this 31st day of May, 1992.

LIND, LAWRENCE & OTTENHOFF

Kim Lawrence

Kim R. Lawrence, #8366
Attorney for Plaintiffs
The Law Building
1011 Eleventh Avenue
Greeley, Colorado 80631
Telephone: 356-9160

Wm H. Southard

William H. Southard, #1223
Attorney for Defendants
1025 Ninth Avenue, #309
Greeley, Colorado 80631
Telephone: 353-1292

Jacob Altergott Jr.

Jacob Altergott, Jr., Plaintiff

Dorothy M. Altergott

Dorothy M. Altergott, Plaintiff

THE KERN RESERVOIR AND DITCH COMPANY

By Wayne Miller
Wayne Miller, President

KERN RESERVOIR AND DITCH COMPANY

RESOLUTION NO. 2019-KB02

A RESOLUTION APPROVING AN AMENDED CARRIAGE AGREEMENT BETWEEN THE KERN RESERVOIR AND DITCH COMPANY AND DIAMOND VALLEY, LLC

WHEREAS, Kern Reservoir and Ditch Company (“Kern”) is a duly-constituted Colorado non-profit corporation with offices in the Town of Windsor, County of Weld, State of Colorado; and

WHEREAS, on November 26, 2018, the Windsor Town Board approved a transfer of certain water rights to Diamond Valley, LLC (“DV”); and

WHEREAS, by formal action of the Kern Board on January 14, 2019, a Carriage Agreement (“Original Carriage Agreement”) between the Kern and DV was approved in reliance on the transfer of the water rights; and

WHEREAS, the parties have discovered a scrivener’s error in certain references to the date of a transaction by which title passed prior to the Town’s transfer of the water right to DV; and

WHEREAS, in order to assure clarity and consistency, representatives of the Kern and DV have negotiated an Amended Carriage Agreement, attached hereto and incorporated by reference, which is identical in all respect to the Original Carriage Agreement, except for corrections to the scrivener’s error; and

WHEREAS, the Kern’s Board of Directors wishes to formally approve the attached Amended Carriage Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE KERN RESERVOIR AND DITCH COMPANY BOARD OF DIRECTORS AS FOLLOWS:

1. The attached Amended Carriage Agreement is hereby approved.

2. The Kern’s Board President and Secretary are authorized to execute the Amended Carriage Agreement.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of May, 2019.

KERN RESERVOIR AND DITCH COMPANY

____
Kristie Melendez, President

ATTEST:

____
Paul Rennemeyer,
Secretary/Treasurer

MEMORANDUM

Date: May 13, 2019
To: Kern Reservoir and Ditch Company Board of Directors
From:
Re:
Item #: 5.

ATTACHMENTS:

- Report of Bills January to April 2019

KERN REPORT OF BILLS

01/01/2019 - 04/30/2019

TOWN OF WINDSOR
301 WALNUT STREET
WINDSOR, CO 80550
WWW.WINDSORGOV.COM

(970) 674-2400
MON-FRI 8AM TO 5PM

Account	Vendor	Description	GL Date	Check No	Amount
01-418-6253-605	LAWRENCE JONES CUSTER GRASMICK	GENERAL MATTERS-KERN	02/22/2019	88671	291.50
06-484-6240-605	TIMBERLINE ELECTRIC AND CONTROL	REPLACEMENT SENSOR - OSTERHOUR MET	03/29/2019	89027	5,717.85
06-484-6253-605	WHITNEY IRRIGATION COMPANY	DITCH MANAGEMENT SERVICES - APRIL	04/26/2019	89406	2,085.00
06-484-6253-605	CLEAR WATER SOLUTIONS INC	12-120 KERN/WCSD RE-4 AUGMENTATION PLAN 2018	02/22/2019	88666	4,417.50
06-484-6253-605	CLEAR WATER SOLUTIONS INC	15-200 WINDSOR NEW CACHE CHANGE OF USE 2019	02/22/2019	88666	743.64
06-484-6253-605	CLEAR WATER SOLUTIONS INC	12-120 KERN/WCSD RE-4 AUGMENTATION PLAN 2019	03/22/2019	88970	1,797.50
06-484-6253-605	CLEAR WATER SOLUTIONS INC	12-120 KERN/WCSD RE-4 AUGMENTATION PLAN 2019 INV #5775	04/12/2019	89277	4,347.50
06-484-6253-605	CARD SERVICES	GO TO MY PC SCADA SERVICES FOR 2019	02/08/2019	88606	215.24
06-484-6260-605	XCEL ENERGY	UTILITIES	02/15/2019	88569	55.53
06-484-6260-605	XCEL ENERGY	UTILITIES	03/22/2019	88941	55.23
06-484-6260-605	XCEL ENERGY	UTILITIES	04/12/2019	89253	54.45
		Report Total			19,780.94

LAWRENCE JONES CUSTER GRASMICK LLP

Attorneys at Law
5245 Ronald Reagan Blvd., Suite 1
Johnstown, CO 80534

Invoice submitted to:
Kern Reservoir and Ditch Company
Town Attorney
301 Walnut Street
Windsor, CO 80550

February 6, 2019

In Reference To: General

Invoice #54306

Professional Services

			Hours	Amount
1/7/2019	BG	Review bylaws and email Ian regarding requirements for annual meeting.	1.00	265.00
1/11/2019	BG	Telephone conference with John regarding Kern Annual meeting.	0.10	26.50
		For professional services rendered	**1.10**	**$291.50**
		Balance due		$291.50

PLEASE MAKE CHECKS PAYABLE TO LAWRENCE JONES CUSTER GRASMICK LLP.

DUE UPON RECEIPT. 1.5% PER MONTH INTEREST CHARGED ON ALL PAST DUE BILLS. REFLECTS ONLY PAYMENTS AND CHARGES THROUGH ABOVE DATE.

TOWN OF WINDSOR
PARKS, RECREATION & CULTURE

301 Walnut Street
Windsor, CO 80550
Office 970-674-2400
Fax 970-674-2456

Vendor #	101013

PURCHASE ORDER

date 2/14/19
INV. 3265/3264

The Purchase Order Number listed below must appear on all related correspondence, shipping papers, and invoices.

1 - VENDOR COPY
2 - DEPARTMENT
3 - ACCTG CONTROL

VENDOR	Timber Line Electric & Controls Corporation	SHIP TO: Town of Windsor - Finance Dept
DBA:		
	P.O. Box 793	
	Morrison, CO 80465-0793	
	(303) 697-0440	

P.O. Date	P.O. #	Requisitioner	Shipped VIA	F.O.B. POINT	TERMS
1/11/2019	012119-001	Wade Willis			

Fund	Dept	Function	Proj	Description/Stock NBR	Unit	Qty	Unit Price	TOTAL
06	484	6240	605	Replacement Sensor for Osterhour Met				~~$6,215.00~~
								4831.35
								886.50

SUBTOTAL	
SALES TAX	EXEMPT
SHIPPING/HANDLING	
OTHER	
TOTAL	~~$6,215.00~~ 5717.85

1. Enter this order in accordance with the prices, terms, delivery method, and specification listed above
2. Please notify the requisitioner immediately if you are unable to ship as specified
3. Send all invoices to:

TOWN OF WINDSOR
ATTN: ACCOUNTS PAYABLE
301 WALNUT STREET
WINDSOR, CO 80550
accountspayable@windsorgov.com

Authorized by ______ Date 1-29-19

Received by ______ Date 3-12-19

3/27/19

TLECC
Timber Line Electric & Control Corporation
P.O. Box 793
Morrison CO 80465-0793
303-697-0440
Fax: 303-697-0450
MikeR@tlecc.net

Windsor Parks and Rec. 1/11/19
Wade Willis (wwillis@windsorgov.com)
Phone: 970-674-2434
SUB: Replacement Flow meter at Osterhut 19221

Wade,

We are pleased to provide this quotation for your review. If an order should result from this quotation, please send us a written purchase order referencing the quotation number and item numbers. Please note:

1. All quotations issued, and orders received by **TLECC** are subject to final acceptance by our principal.
2. Shipping dates are based on the best information obtainable from suppliers **AT THE TIME OF QUOTATION**.
3. Quote is valid for 30 days from quote date.

Again, thank you for your inquiry. If we can be of further assistance, please do not hesitate to contact our office.

Sincerely,

Michael Rushing

Scope of work:

Replacement flow meter at Osterhut flume.

Item #	Description	Qty	Price
1	Replacement flow meter at Osterhut flume. Greyline AVFM 5.0-B-1-A-1-A1-1-B-1-A	1 lot	$ 6,215.00
	Total:		**$6,215.00**

Notes:

1. This price includes installation of the new transmitter and the transducer in the pipe.

Timber Line Electric & Control Corporation

P O Box 793
Morrison, CO 80465
303-697-0440

Service Invoice

Invoice#: 3265

Date: 02/14/2019

Billed To: Windsor Parks, Recreation & Cu
301 Walnut St.
Windsor CO 80550

Project: Windsor-Re Install Measurement Stucture

Due Date: 03/16/2019 **Employee:** **Order#:**

Descrip	Quantity	Price	Ext Price	Sales Tax
Field Service / Computer Techs	33.0000	135.000000	4,455.00	N
Materials /PVC, Adapters, Terminals Coonectors, seal tight, etc.	1.0000	158.750000	158.75	N
Mileage	320.0000	0.680000	217.60	N

Notes:

1/4 to 1/8 Notes from Kelly Lytle and Eric Dodson: Measurement Structure Re-Install and Troubleshooting

Troubleshoot Greyline flow meter and sensor with Eric over the phone. Called technical support and we went through the parameters and I ohmed out the sensor. Called and left a message for Wade to call me. Wade is seeing the flow on SCADA. Eric and I got the solar panel, RTU and antenna mounted. Eric finish the rest of installation and wiring. Wade had Connell install a raceway between the 6" mast and the vault box, however it was useless. The stub-up at the RTU was off to the side and right under one of the batteries and at the vault end they stubbed-up the pipe right next to the vault at a 45 and wanted me to run seal tight into the vault. Since the trench was new and the raceway wasn't deep the whole thing out,. I had to re-install so it would work properly. I ran metallic seal tight over the edge of the vault because I didn't want to damage the integrity of the vault hammer drilling. We got the site up and had valid signals locally and when I called Wade to check the FIU screen he was out at another site. Wade called me up later to tell me the FIU screen was reading zeros. Eric called in the morning and worked on troubleshooting the FIU.

A service charge of 18.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	4,831.35
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	**4,831.35**

Service Invoice

Continued...

Invoice#: 3265

Date: 02/14/2019

Descrip	Quantity	Price	Ext Price	Sales Tax
Work completed.				

Timber Line Electric & Control Corporation

P O Box 793
Morrison, CO 80465
303-697-0440

Service Invoice

Invoice#: 3264

Date: 02/14/2019

Billed To: Windsor Parks, Recreation & Cu
301 Walnut St.
Windsor CO 80550

Project: Windsor- Osterhut Conduit & Wire

Due Date: 03/16/2019 **Employee:** **Order#:**

Descrip	Quantity	Price	Ext Price	Sales Tax
Field Service / Computer Techs Emergency Rates	4.0000	211.000000	844.00	N
Materials / 2" PVC, Coupling, Connects	1.0000	42.500000	42.50	N

Notes:
Emergency install of 2" raceway

A service charge of 18.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	886.50
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	**886.50**

WHITNEY
IRRIGATION COMPANY

30951 Weld County Road 27
Greeley, Colorado 80631

Phone: 970 686 2338

Invoice

Bill To
Kern Reservoir & Ditch Company Attn: Wade Willis 301 Walnut Street Windsor, CO 80550

Date	Invoice No.
4/16/2019	1629

P.O. No.	Terms

Item	Quantity	Description	Rate	Amount
Ditch Mgmt		Ditch Management Services Per Contract for the Month of April	2,085.00	2,085.00
		Please remit payment to: Whitney Irrigation Company C/O Judy Firestien 30951 Weld County Road 27 Greeley, CO 80631		
			Total Due	$2,085.00

clear**WATER**solutions
water rights • planning • engineering

Clear Water Solutions
8010 South County Road 5
Suite 105
Windsor, CO 80528
970-223-3706

Kern Reservoir & Ditch Co
301 Walnut Street
Windsor, CO 80550

Invoice number 5741
Date 02/06/2019

Project **12-120 KERN/WCSD RE-4 AUGMENTATION PLAN 2019**

Billing Period: 1/01/19 –2/03/19

A detail of the value provided by Clear Water Solutions, Inc. during this billing period is as follows:

Phase A: Kern Reservoir & Ditch Company - 06-484-6253-605
- Update river call spreadsheet
- Email correspondence with W. Willis regarding current call situation
- Email correspondence with T. Meininger regarding current call situation
- Email correspondence with J. Lever, District 4 Water Commissioner, regarding copying her on future Kern and Kyger accounting submittals
- Email correspondence with D. Ewing at DWR regarding accounting late notice
- Complete and submit November 2018 Decree accounting
- Email DWR South outlet spreadsheet to FRE, GWIP and M. Simpson
- Coordinate meeting with J. Thornhill to review Kern/Kyger accounting
- Meeting with J. Thornhill to review general accounting questions - 1/30/19
- Complete and submit December 2018 Kern Decree accounting

Please do not hesitate to contact us with any questions regarding this invoice or your project.

Invoice Summary

Description		Current Billed
KERN RESERVOIR & DITCH COMPANY		
A KERN RESERVOIR & DITCH COMPANY		4,417.50
KERN REIMBURSABLE EXPENSES		0.00
	Subtotal	4,417.50
	Total	4,417.50

clearWATERsolutions
water rights · planning · engineering

Clear Water Solutions
8010 South County Road 5
Suite 105
Windsor, CO 80528
970-223-3706

Town of Windsor
301 Walnut Street
Windsor, Co 80550
Wade Willis

Invoice number 5744
Date 02/06/2019

Project **15-200 WINDSOR NEW CACHE CHANGE OF USE 2019**

Billing Period: 1/01/19 –2/03/19

A detail of the value provided by Clear Water Solutions, Inc. during this billing period is as follows:

Phase A: General Water Rights Services
- Correspondence regarding Caitlin process and use of New Cache water
- Correspondence with Ryan regarding New Cache Caitlin, timing of Water Court and leasing water for 2019

Please do not hesitate to contact us with any questions regarding this invoice or your project.

Invoice Summary

Description	YTD Billed	Current Billed
A GENERAL WATER RIGHTS SERVICES	665.00	665.00
ADMINISTRATION	35.00	35.00
EQUIPMENT, SUPPLIES & GENERAL EXPENSES	43.64	43.64
REIMBURSABLE EXPENSES	0.00	0.00
Total	743.64	743.64

General Water Rights Services

Professional Fees

	Hours	Rate	Billed Amount
Principal	3.50	190.00	665.00

Description	Prior Billed	Current Billed
ADMINISTRATION	0.00	35.00
EQUIPMENT, SUPPLIES & GENERAL EXPENSES	0.00	43.64
Total	0.00	78.64

Invoice total **743.64**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
5744	02/06/2019	743.64	743.64				

KERN Reservoir & Ditch Company

Kern Reservoir & Ditch Company

Professional Fees

	Hours	Rate	Billed Amount
Principal	2.75	190.00	522.50
Sr. Project Manager VI	7.50	170.00	1,275.00
Phase subtotal			1,797.50
KERN Reservoir & Ditch Company subtotal			1,797.50

Invoice total **1,797.50**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
5767	03/06/2019	1,797.50	1,797.50				
	Total	1,797.50	1,797.50	0.00	0.00	0.00	0.00

We thank you for your business!

clearWATERsolutions
water rights • planning • engineering

Clear Water Solutions
8010 South County Road 5
Suite 105
Windsor, CO 80528
970-223-3706

Kern Reservoir & Ditch Co
301 Walnut Street
Windsor, CO 80550

Invoice number 5775
Date 04/09/2019

Project **12-120 KERN/WCSD RE-4 AUGMENTATION PLAN 2019**

Billing Period: 3/4/19 - 3/31/19

A detail of the value provided by Clear Water Solutions, Inc. during this billing period is as follows:

Phase A - Kern Reservoir & Ditch Company - 06-484-6253-605
- 2019 Kern Projection
- Download February SCADA data
- February 2019 decree accounting
- March 2019 decree accounting
- Submitted South Outlet reports to FRE, Great Western, and Mark Simpson
- Correspondence with W. Willis and J. Thornhill re: April Augmentation Deliveries
- Kern dry up mapping for 2019
- Complete site visit of Greenspire, Martin Lind and Diamond Valley to map irrigated area - 3/11/119

Please do not hesitate to contact us with any questions regarding this invoice or your project.

Invoice Summary

Description		Current Billed
KERN RESERVOIR & DITCH COMPANY		
A KERN RESERVOIR & DITCH COMPANY		4,347.50
KERN REIMBURSABLE EXPENSES		0.00
	Subtotal	4,347.50
	Total	4,347.50

Wade Willis

From: GoToMyPC Global Customer Support <gotocustomercare@care.gotomypc.com>
Sent: Thursday, January 03, 2019 2:35 PM
To: Wade Willis
Subject: Your GoToMyPC receipt

06-484-6253-605

GoToMyPC

Invoice Number: 319666780-24

Dear Wade,

Thank you for using GoToMyPC, the award-winning, remote-access solution that is fast, easy and secure!

Your plan has been changed at your request. The following contains your payment information and receipt:

Plan:
GoToMyPC Personal 1-PC Annual

Plan Renewal Date:
January 2, 2020

Personal 1 PC Annual billing cycle Jan 2, 2020	$229.92
CREDIT: Prorated 19 unused days of Personal 1 PC Monthly purchased for $23.95	($14.68)
PAYMENT: Visa XXXX-XXXX-XXXX-0195	**($215.24)**
New Account Balance:	**$0.00**

LogMeIn USA, Inc.
320 Summer Street
Boston, MA 02210

If you mistakenly purchased or upgraded your plan, our Customer Care Department can make any needed adjustments to your account to reflect the correct plan and charges.

If you downgraded your GoToMyPC plan, you may have a credit remaining on your account (shown in brackets on your Account History screen). By default, account credits will be automatically applied to any future account upgrades or toward your continuing subscription plan billing.

Again, thank you for using GoToMyPC for quick and easy remote access to your computers from any Web browser.

For online support or to contact us, please visit our **24/7 Global Customer Support Center**.

Best regards,

GoToMyPC Customer Support
24/7 Global Support Center

LogMeIn, Inc. | 320 Summer Street, Boston MA 02210
Contact us

Xcel Energy®
RESPONSIBLE BY NATURE®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		02/26/2019
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	625180809	02/05/2019	$55.53

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
Email us at: Customerservice@xcelenergy.com
Please Call: 1-800-481-4700
Hearing Impaired: 1-800-895-4949
Fax: 1-800-311-0050

Or write us at: XCEL ENERGY
PO BOX 8
EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE

Previous Balance	As of 12/26	$55.45
Payment Received	Check 01/22	-$55.45 CR
Balance Forward		**$0.00**
Current Charges		$55.53
Amount Due		**$55.53**

003181 1/3

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
304241524	107A N CHIMNEY PARK DR UNIT KERN		$13.34
304241529	1A MAIN ST UNIT KERN		$13.03
304241530	561 E GARDEN DR		$13.43
304331438	10A E GARDEN DR		$15.73
Total			**$55.53**

INFORMATION ABOUT YOUR BILL

Thank you for your payment.

Convenience at your service - Pay your bills electronically-fast and easy with Electronic Funds Transfer. Call us at 1-800-481-4700 or visit us at www.xcelenergy.com.

RETURN BOTTOM PORTION WITH YOUR PAYMENT • **PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS**

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2	02/26/2019

STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
6[illegible]5180809	02/05/2019	**$55.53**

YOUR MONTHLY ELECTRICITY USAGE

DAILY AVERAGES	Last Year	This Year
Temperature	32° F	32° F
Electricity kWh	0.7	0.7
Electricity Cost	$0.43	$0.44

SERVICE ADDRESS: **107A N CHIMNEY PARK DF UNIT KERN WINDSOR, CO 80550**
NEXT READ DATE: 03/04/19

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304241524
INVOICE NUMBER: 0765981222

METER READING INFORMATION

METER 65829114 — Read Dates: 12/31/18 - 01/30/19 (30 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	2178 Actual	2156 Actual	22 kWh

ELECTRICITY CHARGES — RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.43
Commercial Service	22 kWh	$0.042560	$0.94
Trans Cost Adj	22 kWh	$0.001840	$0.04
Elec Commodity Adj	22 kWh	$0.035830	$0.79
Demand Side Mgmt Cost	22 kWh	$0.001430	$0.03
Purch Cap Cost Adj	22 kWh	$0.003620	$0.08
CACJA	22 kWh	$0.002710	$0.06
Renew. Energy Std Adj			$0.24
GRSA			- $0.49 CR
Subtotal			**$12.12**
Franchise Fee		3.00%	$0.37
Sales Tax			$0.85
Total			**$13.34**
Premises Total			**$13.34**

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		02/26/2019
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	625180809	02/05/2019	$55.53

SERVICE ADDRESS: **1A MAIN ST UNIT KERN WINDSOR, CO 80550**
NEXT READ DATE: 02/28/19

YOUR MONTHLY ELECTRICITY USAGE

DAILY AVERAGES	Last Year	This Year
Temperature	31° F	31° F
Electricity kWh	0.6	0.6
Electricity Cost	$0.46	$0.41

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304241529
INVOICE NUMBER: 0765980570

METER READING INFORMATION

METER 83744096 Read Dates: 12/28/18 - 01/29/19 (32 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	63 Actual	44 Actual	19 kWh

ELECTRICITY CHARGES   RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.43
Commercial Service	19 kWh	$0.042560	$0.81
Trans Cost Adj	1.78 kWh	$0.001370	$0.00
Trans Cost Adj	17.22 kWh	$0.001840	$0.03
Elec Commodity Adj	1.78 kWh	$0.035810	$0.06
Elec Commodity Adj	17.22 kWh	$0.035830	$0.62
Demand Side Mgmt Cost	1.78 kWh	$0.001810	$0.00
Demand Side Mgmt Cost	17.22 kWh	$0.001430	$0.02
Purch Cap Cost Adj	1.78 kWh	$0.003900	$0.01
Purch Cap Cost Adj	17.22 kWh	$0.003620	$0.06
CACJA	1.78 kWh	$0.002610	$0.00
CACJA	17.22 kWh	$0.002710	$0.05
Renew. Energy Std Adj			$0.23
GRSA			- $0.48 CR
Subtotal			**$11.84**
Franchise Fee		3.00%	$0.36
Sales Tax			$0.83
Total			**$13.03**
Premises Total			**$13.03**

003181 2/3

02/05/2019

53-0029078 2

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		02/26/2019
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	625180809	02/05/2019	$55.53

SERVICE ADDRESS: 10A E GARDEN DR WINDSOR, CO 80550
NEXT READ DATE: 02/27/19

YOUR MONTHLY ELECTRICITY USAGE

DAILY AVERAGES	Last Year	This Year
Temperature	31° F	31° F
Electricity kWh	0.9	1.4
Electricity Cost	$0.49	$0.48

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304331438
INVOICE NUMBER: 0765981331

METER READING INFORMATION

METER 49115129 Read Dates: 12/26/18 - 01/28/19 (33 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	1348 Actual	1301 Actual	47 kWh

ELECTRICITY CHARGES RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.43
Commercial Service	47 kWh	$0.042560	$2.00
Trans Cost Adj	7.12 kWh	$0.001370	$0.01
Trans Cost Adj	39.88 kWh	$0.001840	$0.07
Elec Commodity Adj	7.12 kWh	$0.035810	$0.25
Elec Commodity Adj	39.88 kWh	$0.035830	$1.43
Demand Side Mgmt Cost	7.12 kWh	$0.001810	$0.01
Demand Side Mgmt Cost	39.88 kWh	$0.001430	$0.06
Purch Cap Cost Adj	7.12 kWh	$0.003900	$0.03
Purch Cap Cost Adj	39.88 kWh	$0.003620	$0.14
CACJA	7.12 kWh	$0.002610	$0.02
CACJA	39.88 kWh	$0.002710	$0.11
Renew. Energy Std Adj			$0.27
GRSA			- $0.53 CR
Subtotal			**$14.30**
Franchise Fee		3.00%	$0.43
Sales Tax			$1.00
Total			**$15.73**
Premises Total			**$15.73**

003181 3/3

02/05/2019

53-0029078-2

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MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		03/25/2019
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	628697139	03/05/2019	$55.23

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
Email us at: Customerservice@xcelenergy.com
Please Call: 1-800-481-4700
Hearing Impaired: 1-800-895-4949
Fax: 1-800-311-0050
Or write us at: XCEL ENERGY
PO BOX 8
EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE

Previous Balance	As of 01/28	$55.53
Payment Received	Check 02/26	-$55.53 CR
Balance Forward		**$0.00**
Current Charges		$55.23
Amount Due		**$55.23**

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
304241524	107A N CHIMNEY PARK DR UNIT KERN		$13.41
304241529	1A MAIN ST UNIT KERN		$12.95
304241530	561 E GARDEN DR		$13.52
304331438	10A E GARDEN DR		$15.35
Total			**$55.23**

INFORMATION ABOUT YOUR BILL

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ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-0029078-2	03/25/2019	$55.23	

Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

Please see the back of this bill for more information regarding the late payment charge.
Make your check payable to XCEL ENERGY

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24	25	26	27	28	29	30
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TOWN OF WINDSOR
KERN
301 WALNUT ST
WINDSOR CO 80550-5141

XCEL ENERGY
P.O. BOX 9477
MPLS MN 55484-9477

31 53032519 00290782 000000055230000005523

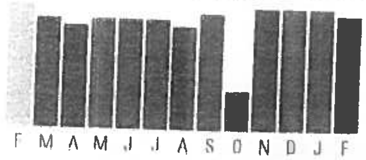
Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2	

STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
628697139	03/05/2019	$55.23

SERVICE ADDRESS: 1A MAIN ST UNIT KERN WINDSOR, CO 80550
NEXT READ DATE: 03/29/19

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	30° F	27° F
Electricity kWh	0.6	0.6
Electricity Cost	$0.41	$0.43

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304241529
INVOICE NUMBER: 0770337671

METER READING INFORMATION
METER 83744096 Read Dates: 01/29/19 - 02/28/19 (30 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	81 Actual	63 Actual	18 kWh

ELECTRICITY CHARGES

RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.43
Commercial Service	18 kWh	$0.042560	$0.77
Trans Cost Adj	18 kWh	$0.001840	$0.03
Elec Commodity Adj	18 kWh	$0.035830	$0.64
Demand Side Mgmt Cost	18 kWh	$0.001430	$0.03
Purch Cap Cost Adj	18 kWh	$0.003620	$0.07
CACJA	18 kWh	$0.002710	$0.05
Renew. Energy Std Adj			$0.23
GRSA			- $0.48 CR
Subtotal			**$11.77**
Franchise Fee		3.00%	$0.36
Sales Tax			$0.82
Total			**$12.95**
Premises Total			**$12.95**

03/05/2019

53-0029078-2

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MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		03/25/2019
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	628697139	03/05/2019	$55.23

SERVICE ADDRESS: 10A E GARDEN DR WINDSOR, CO 80550
NEXT READ DATE: 03/28/19

YOUR MONTHLY ELECTRICITY USAGE

DAILY AVERAGES	Last Year	This Year
Temperature	30° F	27° F
Electricity kWh	0.9	1.4
Electricity Cost	$0.47	$0.51

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304331438
INVOICE NUMBER: 0770338505

METER READING INFORMATION

METER 49115129 Read Dates: 01/28/19 - 02/27/19 (30 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	1391 Actual	1348 Actual	43 kWh

ELECTRICITY CHARGES

RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.43
Commercial Service	43 kWh	$0.042560	$1.83
Trans Cost Adj	43 kWh	$0.001840	$0.08
Elec Commodity Adj	43 kWh	$0.035830	$1.54
Demand Side Mgmt Cost	43 kWh	$0.001430	$0.06
Purch Cap Cost Adj	43 kWh	$0.003620	$0.16
CACJA	43 kWh	$0.002710	$0.12
Renew. Energy Std Adj			$0.27
GRSA			- $0.53 CR
Subtotal			**$13.96**
Franchise Fee		3.00%	$0.42
Sales Tax			$0.97
Total			**$15.35**
Premises Total			**$15.35**

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MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		04/23/2019
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	632532385	04/03/2019	$54.45

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
Email us at: Customerservice@xcelenergy.com
Please Call: 1-800-481-4700
Hearing Impaired: 1-800-895-4949
Fax: 1-800-311-0050
Or write us at: XCEL ENERGY
PO BOX 8
EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE

Previous Balance	As of 02/27	$55.23
Payment Received	Check 03/28	-$55.23 CR
Balance Forward		**$0.00**
Current Charges		$54.45
Amount Due		**$54.45**

002422 1/4

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
304241524	107A N CHIMNEY PARK DR UNIT KERN		$13.33
304241529	1A MAIN ST UNIT KERN		$12.73
304241530	561 E GARDEN DR		$13.34
304331438	10A E GARDEN DR		$15.05
Total			**$54.45**

INFORMATION ABOUT YOUR BILL

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ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-0029078-2	04/23/2019	$54.45	

Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

Please see the back of this bill for more information regarding the late payment charge.
Make your check payable to XCEL ENERGY

APRIL

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

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TOWN OF WINDSOR
KERN
301 WALNUT ST
WINDSOR CO 80550-5141

XCEL ENERGY
P.O. BOX 9477
MPLS MN 55484-9477

31 53042319 00290782 000000054450000005445

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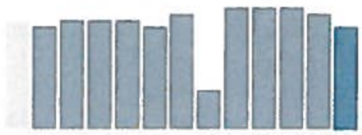
MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		04/23/2019
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	632532385	04/03/2019	$54.45

SERVICE ADDRESS: 1A MAIN ST UNIT KERN WINDSOR, CO 80550
NEXT READ DATE: 04/29/19

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	43° F	35° F
Electricity kWh	0.6	0.6
Electricity Cost	$0.46	$0.44

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304241529
INVOICE NUMBER: 0775154198

METER READING INFORMATION

METER 83744096 Read Dates: 02/28/19 - 03/29/19 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	97 Estimate	81 Actual	16 kWh

ELECTRICITY CHARGES   RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.43
Commercial Service	16 kWh	$0.042560	$0.68
Trans Cost Adj	16 kWh	$0.001840	$0.03
Elec Commodity Adj	16 kWh	$0.035830	$0.57
Demand Side Mgmt Cost	16 kWh	$0.001430	$0.02
Purch Cap Cost Adj	16 kWh	$0.003620	$0.06
CACJA	16 kWh	$0.002710	$0.04
Renew. Energy Std Adj			$0.22
GRSA			- $0.48 CR
Subtotal			**$11.57**
Franchise Fee		3.00%	$0.35
Sales Tax			$0.81
Total			**$12.73**
Premises Total			**$12.73**

INFORMATION ABOUT YOUR BILL

This bill reflects an estimate. Actual charges will be billed once a meter reading is established. If you feel this estimate is above or below your average billing, please contact us at 1-800-481-4700.

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MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		**04/23/2019**
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	632532385	04/03/2019	**$54.45**

SERVICE ADDRESS: 10A E GARDEN DR WINDSOR, CO 80550
NEXT READ DATE: 04/26/19

YOUR MONTHLY ELECTRICITY USAGE

DAILY AVERAGES	Last Year	This Year
Temperature	43° F	35° F
Electricity kWh	0.8	1.4
Electricity Cost	$0.45	$0.52

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304331438
INVOICE NUMBER: 0775154093

METER READING INFORMATION

METER 49115129 Read Dates: 02/27/19 - 03/28/19 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	1431 Actual	1391 Actual	40 kWh

ELECTRICITY CHARGES   RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.43
Commercial Service	40 kWh	$0.042560	$1.70
Trans Cost Adj	40 kWh	$0.001840	$0.07
Elec Commodity Adj	40 kWh	$0.035830	$1.43
Demand Side Mgmt Cost	40 kWh	$0.001430	$0.06
Purch Cap Cost Adj	40 kWh	$0.003620	$0.14
CACJA	40 kWh	$0.002710	$0.11
Renew. Energy Std Adj			$0.26
GRSA			- $0.52 CR
Subtotal			**$13.68**
Franchise Fee		3.00%	$0.42
Sales Tax			$0.95
Total			**$15.05**
Premises Total			**$15.05**

002422 3/4

04/03/2019

53-0029078-2