

INTERGOVERNMENTAL AGREEMENT
(Fraser River Water Quality Improvement)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the 21 day of March, 2019 ("Effective Date") by and between the Town of Fraser, Colorado ("Fraser"); Grand County Water and Sanitation District #1 ("GC#1"); Winter Park Ranch Water and Sanitation District ("WPR"); and the Municipal Subdistrict, Northern Colorado Water Conservancy District - Windy Gap Firming Project Water Activity Enterprise, effective November 4, 1999 ("WGFP Enterprise"). Each of the individual parties described above may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

- A. Fraser is a statutory town in Grand County that provides general municipal services to its constituents including water and wastewater services.
- B. GC#1 is a Colorado special district in Grand County organized for the purpose of providing water and wastewater services to its customers located generally in and around the Town of Winter Park, Colorado.
- C. WPR is a Colorado special district in Grand County organized for the purpose of providing water and wastewater services to its customers located generally in unincorporated Grand County east of the corporate limits of the Town of Fraser.
- D. Fraser, GC#1, and WPR jointly own the Fraser Valley Wastewater Treatment Plant located in Grand County, Colorado ("WWTP"), a wastewater treatment plant that treats wastewater generated from the Fraser, GC#1, and WPR service areas and, after treatment, discharges treated effluent to the Fraser River under CDPS permit # CO0040142. Fraser, GC#1, and WPR may be referred to in this Agreement collectively as the "Owners."
- E. The WGFP Enterprise is a water activity enterprise established by the Board of Directors of the Municipal Subdistrict, Northern Colorado Water Conservancy District pursuant to C.R.S. §§ 37-45.1-101 *et seq.* for the purpose of pursuing the Windy Gap Firming Project ("WGFP").
- F. As part of its WGFP, the WGFP Enterprise is required to develop a nutrient reduction plan for phosphorous and nitrogen within the Colorado River and

Fraser River drainages in Grand County, Colorado and is also required to work with the Owners to improve point source nutrient removal at the WWTP.

G. Under the WWTP's existing discharge permit, the Owners do not have a current need to reduce either phosphorous or nitrogen. The Owners will not need to reduce phosphorous concentrations at the WWTP until after issuance of the next permit renewal for the WWTP (estimated to occur within the next 3 to 5 years) which will likely include a phosphorous limit of 1 mg/L based on the Colorado Water Quality Control Commission's Regulation 85 (5 CCR 1002-85). The Owners will not need to reduce nitrogen concentrations at the WWTP unless and until nitrogen water quality standards are established for the Fraser River under the Colorado Water Quality Control Commission's Regulation 31 (5 CCR 1002-31) and those standards are used to calculate nitrogen water quality based effluent limits for the WWTP. Given the Owners' planned participation in the Voluntary Incentive Program for Early Nutrient Reductions (as defined in Policy 17-1 published by the Colorado Water Quality Control Commission), incorporation of finally adopted Regulation 31 nitrogen standards (currently scheduled for 2027) into a renewal permit for the WWTP could be delayed by as much as 10 years.

H. The Owners do, however, have an immediate need to upgrade the WWTP to reduce copper and zinc concentrations. In order to address their immediate needs, the Owners have prepared a Preliminary Engineering Report and performed other activities related to the addition of a tertiary treatment process to the WWTP that will remove copper and zinc ("WWTP Upgrade"). The proposed process will also remove phosphorus, which will enable the Owners to meet the anticipated Regulation 85 phosphorous limit of 1 mg/L in the next permit renewal. Those phosphorous reductions could also be used by the WGFP Enterprise as part of its nutrient reduction plan should the WGFP Enterprise choose to participate in the WWTP Upgrade.

I. The goal of the WGFP Enterprise's nutrient reduction plan is to reduce phosphorous levels at the WWTP to 0.3 mg/L or less.

J. Each of the Parties has a desire to reduce nutrients discharged to the Fraser River, and each of the Parties has lawful authority to implement measures for such reduction. The Parties recognize that there would be a collective benefit if they work together to improve the WWTP to achieve their common objective of reducing nutrients discharged to the Fraser River. The Parties are entering into this Agreement to establish the process, terms, and conditions for achieving each of the Parties' goals through a sharing of costs for the planned WWTP Upgrade.

K. The Parties are authorized under C.R.S. §§ 29-1-201, *et seq.*, as amended, to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties, and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Article XIV, § 18(2) of the Colorado Constitution.

L. Each of the Parties: (i) believes that the terms and conditions set out in this Agreement are fair; (ii) has conducted its own independent review of those terms and conditions and has determined for itself that the value received by such Party hereunder adequately approximates the value given by such Party; and (iii) has determined that it will be economically desirable and in its and its constituents' best interest and in the interest of the public health, safety and welfare to enter into this Agreement.

M. Each of the Parties has satisfied all applicable notice and hearing requirements prior to entering into this Agreement.

NOW, THEREFORE, in consideration of the above-recited premises; the terms and conditions of this Agreement, all of which the Parties acknowledge are material; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged; the Parties agree as follows:

ARTICLE I

WWTP UPGRADE

1.1 Design Process.

a. The Owners' consultant will be responsible for the design and permitting of the WWTP Upgrade. In order to ensure that such design and permitting is sufficient to satisfy the WGFP Enterprise's objectives, the WGFP Enterprise's consultant will be given the right to informally review the permitting documents, and the 30%, 60%, 90%, and 100% design documents. To avoid any unnecessary expense and delay in the process, this informal review shall not require the Owners' consultant to produce separate sets of design drawings at each of the completion percentage milestones. Rather, at such milestones, the Owners' and WGFP Enterprise's consultants will meet to confer and discuss the design and review the draft plans and specifications completed as of the respective milestone. If the WGFP Enterprise's consultant determines that the

proposed design will not reasonably fulfill the WGFP's objectives, the Parties agree to meet as soon as possible to address any WGFP Enterprise concern, and the Parties agree to work together in good faith to resolve that concern in a mutually acceptable manner. If the Parties are unable to resolve their differences, then the Owners and the WGFP Enterprise each have the right to terminate this Agreement. If the Owners terminate this Agreement under this Section, any funds paid by the WGFP Enterprise to the Owners for Engineering shall be returned to the WGFP Enterprise. If the WGFP Enterprise terminates this Agreement under this Section, the WGFP agrees that the Owners shall be entitled to retain that portion of the WGFP Enterprise's \$60,000 payment made for Engineering pursuant to Section 2.1.b in an amount equal to 40% of the Engineering costs up to the date of such termination.

b. In designing the WWTP Upgrade, the Owners agree to account for the planned future addition of a nitrogen reduction unit to the WWTP Upgrade that will ultimately be designed, constructed, and operated to satisfy the WGFP Enterprise's objective of reducing nitrogen at the WWTP as part of its nutrient reduction plan for the WGFP. The Parties agree that the Owners' obligation under this Section is limited to reasonable adjustments in the physical configuration of the WWTP Upgrade to accommodate future add-ons of the following nitrogen reduction unit components, which are outlined in **Exhibit A** attached hereto:

- i. Carbon chemical storage and feed equipment;
- ii. Power system upgrades for chemical feed and process equipment;
- iii. Miscellaneous sensors and probes;
- iv. Biological solids handling; and
- v. A Biochemical Oxygen Demand (BOD) polishing basin with the necessary air volume and pressure requirements.

Additionally, the Owners will use reasonable efforts to design the backwash blower system to accommodate the air demand for the BOD polishing basin. The Parties acknowledge that a separate agreement will need to be negotiated between the Owners and the WGFP Enterprise prior to the design and construction of any such nitrogen reduction unit.

1.2 Construction Process.

The Owners will be in charge of and will be responsible for construction of the WWTP Upgrade, but they will provide the WGFP Enterprise with routine progress reports

related to such construction. The Owners will construct the WWTP Upgrade in substantial conformance with the final construction and bidding documents (which the WGFP Enterprise's consultants will have reviewed prior to bidding), and will operate and maintain the entire WWTP, including the WWTP Upgrade, as contemplated by the final design plans and specifications for the WWTP Upgrade.

1.3 Access to WWTP.

Owners agree that representatives of the WGFP Enterprise shall have reasonable access to the WWTP for the purposes of monitoring, in the presence of a designated Owners' representative: (a) construction of the WWTP Upgrade; (b) operation, maintenance, and equipment replacement activities of the WWTP Upgrade; and (c) Owners' sampling activities at the WWTP.

ARTICLE II COST SHARING

Unless subsequently modified in writing, the Parties agree to share the costs of Engineering, Construction, Operation and Maintenance, and Equipment Replacements, as described below, for the WWTP Upgrade on the following basis: 60% by the Owners, and 40% by the WGFP Enterprise.

2.1 Engineering.

a. The Engineering costs for the WWTP Upgrade shall include the costs for: (i) completing all documents and submittals required to obtain state and local approvals including, but not limited to, a Preliminary Engineering Report, Site Application materials, and Preliminary Design Report, and completing all responses to state and local government comments on such documents and submittals; and (ii) completing all documents for bidding and constructing the WWTP Upgrade including, but not limited to, production of plans and specifications, and bidding/contracting phase services.

b. The Owners have already completed some of the Engineering documents and are currently financing the costs of Engineering for the WWTP Upgrade. The Owners estimate that the costs for Engineering for the WWTP Upgrade will total about \$300,000. The WGFP Enterprise agrees to pay the Owners 40% of the actual Engineering costs for the WWTP Upgrade in two installments – \$60,000 within five (5) days after the Effective Date of this Agreement, and the remainder after the final construction and

bidding documents have been reviewed by the WGFP Enterprise's consultant as outlined in Section 1.1.

2.2 Construction.

The costs for construction of the WWTP Upgrade are estimated to be \$5.1 million. Construction is anticipated to begin in the first quarter of 2019. To ensure timely payments to the selected contractor, the WGFP Enterprise will deposit in a separate construction account to be administered and accounted for by the Owners, 40% of 1.2 times the bid price submitted by the selected contractor, with the extra 20% being added to account for contingencies, change orders, and construction phase engineering (including, but not limited to, change order processing, inspections, submittal reviews, construction management, and certification of completion); such deposit to occur on or before the later of the following: (a) 10 days before the projected Notice of Award for the WWTP Upgrade; or (b) March 30, 2019. The Owners will provide to the WGFP Enterprise monthly accounting of the construction expenditures and a final construction report, which will include the Final Construction Cost (which shall include all payments made to the selected contractor upon project completion, and all construction phase engineering costs to complete the WWTP Upgrade) and a reconciliation of the WGFP Enterprise's deposit to the construction account. If the WGFP Enterprise's deposit was less than 40% of the Final Construction Cost, the WGFP Enterprise will pay Owners the difference within fourteen (14) days after receiving the final construction report. If the WGFP Enterprise's deposit was more than 40% of the Final Construction Cost, the Owners will refund the difference to the WGFP Enterprise within fourteen (14) days after providing the final construction report.

2.3 Operation and Maintenance.

a. The cost categories for Operation and Maintenance ("O&M") of the WWTP Upgrade are summarized in **Exhibit B** attached hereto. Initially, these costs will be allocated as follows: 60% to the Owners and 40% to the WGFP Enterprise. The Parties agree that this allocation is based on a target average annual phosphorous effluent concentration in treated effluent discharged from the WWTP of 0.3 mg/L, which the WGFP Enterprise would like to achieve as part of its nutrient reduction plan.

b. Commencing no later than one year after the Notice of Completion for the WWTP Upgrade, the Parties agree to meet at least annually to discuss operational performance of the WWTP Upgrade, such discussions to include, without limitation: (i) the O&M cost categories set out in **Exhibit B**; (ii) whether enough data has been

collected to make any changes to the allocation of O&M costs between the Owners and the WGFP Enterprise; (iii) whether such a change in the allocation of O&M costs is appropriate; and (iv) whether there is a simpler way to account for O&M costs that fairly allocates those costs between the Owners and the WGFP Enterprise. Factors that will be used in making a determination as to whether a change in the allocation of O&M costs between the Owners and the WGFP Enterprise should be made shall include, but not be limited to, the actual average annual phosphorous effluent concentration from the WWTP Upgrade, it being the intention of the Parties that the WGFP Enterprise should be allocated more than 40% of the O&M costs if the actual average annual phosphorous effluent concentration from the WWTP Upgrade is less than 0.3 mg/L, and that the Owners should be allocated more than 60% of the O&M costs if the actual average annual phosphorous effluent concentration from the WWTP Upgrade is more than 0.3 mg/L.

c. If any disputes arise during the annual meetings described in subsection (b) above, the Parties agree to work together in good faith to resolve those disputes in a mutually acceptable manner.

2.4 Equipment Replacements.

The categories of Equipment Replacements to the WWTP Upgrade are summarized in **Exhibit C** attached hereto. The annual replacement costs for the equipment in each of the categories shall be based on the prices paid by the Owners for the equipment as part of the WWTP Upgrade and the estimated useful lives for the equipment, said lives to be established by mutual agreement of Owners' engineer and the WGFP Enterprise's engineer. By way of example, if the price paid by the Owners for Equipment X is \$100,000, and Owners' engineer and the WGFP Enterprise's engineer agree that the estimated useful life for Equipment X is 10 years, then the annual replacement costs for Equipment X would be $\$100,000 / 10 = \$10,000$. As for the Sludge Removal, Centrifuge, and Lime Feeder systems, the Parties agree that replacements will be made to the major components of those systems as opposed to replacing the entire system when such major component replacements are operationally appropriate and cost effective for the life of the system and, in turn, the useful lives of the major components will be used to determine annual replacement costs for those major components. The Parties agree that these annual equipment replacement costs will be allocated as follows: 60% to the Owners and 40% to the WGFP Enterprise. Owners will calculate the annual replacement costs for the WWTP equipment beginning on December 31 of the year the Notice of Completion is issued for the WWTP, and adjustments to those costs due to

necessary replacements, modifications, and additions to the WWTP, if any, will be calculated on every December 31 thereafter. The Parties agree that, on or before February 15 of the year following such calculation, the Owners will accrue funds to cover their allocated share of the annual equipment replacement costs for the WWTP, and the WGFP Enterprise will pay to the Owners its allocated share of such costs.

2.5 WGFP Enterprise-specific work.

The Owners agree to make available to the WGFP Enterprise all monitoring and reporting information that is required for the Owners to maintain compliance with the WWTP discharge permit at no additional cost to the WGFP Enterprise. To better monitor performance under its nutrient reduction plan, the WGFP Enterprise has requested the additional monitoring and reporting specified in Exhibit D attached hereto, which the Owners have agreed to perform subject to reimbursement by the WGFP Enterprise of the costs for such additional monitoring and reporting. Those costs shall be calculated as the Owners' out-of-pocket costs to obtain the analytical results plus 20% to cover the Owners' in-house effort to collect the samples and report the results. The sampling frequency of the secondary effluent and the final effluent specified in Exhibit D for the WGFP Enterprise will be maintained until the performance of the upgraded plant can be verified over a range of conditions and the variability in the effluent concentrations is established. The sampling frequency for the WGFP Enterprise monitoring may then be reduced depending on the observed variability in effluent concentrations.

ARTICLE III DISPUTE RESOLUTION

3.1 Notice of Dispute. If any Party asserts a claim, dispute, or controversy under this Agreement or alleges that any other Party has failed to comply with, or is in default of, any term or condition in this Agreement (collectively "Claim"), the Party asserting the Claim shall provide written notice thereof within twenty-eight (28) days after learning of the same. The Parties agree that they shall endeavor to resolve all Claims in good faith either informally under Section 3.2 or through non-binding mediation under Section 3.3.

3.2 Informal Dispute Resolution. Upon delivery of a notice of a Claim pursuant to Section 3.1, the Parties agree that their managers/designated representatives shall meet in person or hold a telephone conference within fourteen (14) days to confer in good faith about the Claim and its resolution. If the managers/designated representatives are unable to resolve the Claim within said fourteen (14) day period, then the Parties agree to submit the matter to the Parties' governing bodies which, unless otherwise mutually agreed to, shall have twenty-eight (28) days to resolve the Claim before triggering mandatory non-binding mediation set out in Section 3.3.

3.3 Mediation. Any Claim which has not been resolved pursuant to Section 3.2, shall be submitted to non-binding mediation. All such mediated settlement conferences shall take place at a mutually acceptable time and place within sixty (60) days after the mandatory non-binding mediation is triggered under Section 3.2. The mediator shall be selected by mutual agreement of the Owners and the WGFP Enterprise; or, if the Parties cannot agree on a mutually acceptable mediator, then the Owners and the WGFP Enterprise shall each designate a person who they believe to be qualified to mediate the Claim, and those two people shall then appoint a mediator that they believe is qualified to fairly and diligently conduct the mediation. The Owners and the WGFP Enterprise shall share the mediator's fee and any filing fees equally, but shall be responsible for payment of their own attorneys' and consultants' fees. To the extent an agreement pertaining to the Claim is reached during the mediation, that agreement shall be enforceable as a settlement agreement in any court having jurisdiction thereof.

3.4 Litigation. Any Claim which has not been resolved pursuant to Sections 3.2 or 3.3 may be brought as a claim in the District Court in and for County of Grand, State of Colorado, and venue for all such actions shall lie only in such court. The Parties expressly and irrevocably waive any objections or rights that may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

3.5 Remedies Cumulative. In addition to any other remedies provided in this Agreement, each Party shall be entitled to seek any legal or equitable relief authorized under Colorado law for a failure of any other Party to comply with any term or condition in this Agreement that is not inconsistent with the Claim resolution provisions set out in this Article III. By signing this Agreement, no Party is waiving any other legal or equitable rights it might have concerning actions by any other Party that are not described in this Agreement.

ARTICLE IV GENERAL PROVISIONS

4.1 Term. Unless earlier terminated by mutual agreement of the Parties or by operation of Article III above, this Agreement shall remain and continue to be in full force and effect until the earlier of: (a) the twentieth anniversary of the date the Notice of Completion for the WWTP Upgrade is issued; or (b) December 31, 2040.

4.2 Time of the Essence. Time is of the essence under this Agreement.

4.3 Nature of Relationship. The provisions of this Agreement shall not be construed as creating a partnership, joint venture, or other relationship between the Parties. Unless specifically provided, this Agreement shall not allow any Party to act as the agent of the other Party, nor permit any Party to have any authority to act for, or to assume any obligations or responsibilities on behalf of the other Party, nor in any manner limit the Parties in carrying out their respective separate businesses or activities. Employees, agents, consultants, and attorneys of one Party are not, and shall not be deemed to be, employees, agents, consultants, and attorneys of the other Party.

4.4 Notices. Any notice required or permitted under this Agreement shall be in writing and delivered to the other Parties or the other Parties' authorized agents, either in person by a courier service providing a delivery receipt or by United States certified mail, return receipt requested, postage fully prepaid, to the addresses set forth hereinafter, or to such other addresses as any Party may have designated in writing, and delivered as herein provided:

- a. If to Fraser:
Town of Fraser, Colorado
P.O. Box 370
Fraser, CO 80442
Attn: Town Manager

Vranesh and Raisch, LLP
1720 14th Street, Suite 200
Boulder, CO 80302
Attn: Eugene J. Riordan

- b. If to GC#1:

Grand County Water and Sanitation District #1
P.O. Box 3077
Winter Park, CO 80482
Attn: District Manager

Carver Schwarz McNab Kamper & Forbes LLC
1888 Sherman Street, Suite 400
Denver CO 80203
Attn: David A. Bailey

- c. If to WPR:
Winter Park Ranch Water and Sanitation District
P.O. Box 1390
Fraser, CO 80442-1390
Attn: District Manager

AJD Law
PO Box 312
Hot Sulphur Springs, CO 80451
Attn: Jack DiCola

- d. If to the WGFP Enterprise:
Municipal Subdistrict, Northern Colorado Water Conservancy District
Windy Gap Firming Project Water Activity Enterprise
220 Water Avenue
Berthoud, CO 80513
Attn: Jeff Drager

With copies to:
WGFP Enterprise Counsel
Trout Raley
1120 Lincoln Street, Suite 1600
Denver Colorado, 80203

Any Party may change the person and address for notices by sending the appropriate notice pursuant to this Section.

4.5 No Personal Liability. No elected official, director, officer, agent or employee of any of the Parties shall be charged personally by, or held contractually liable to, any

Party under the terms and conditions of this Agreement or any breach thereof, or because of its or their execution, approval or attempted execution of this Agreement.

4.6 Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, as the same may be amended from time to time.

4.7 Annual Appropriation. Each of the Owners' obligations under this Agreement shall be subject to annual appropriation by their respective Boards of Directors.

4.8 Assignment. No Party may assign its interest in this Agreement without the written consent of the other Parties, which consent may not be unreasonably withheld.

4.9 Amendment. This Agreement may be modified or amended from time to time to reflect the mutual agreements and understandings of the Parties regarding the subject matter hereof. However, no modification or amendment of the terms and conditions in this Agreement shall be valid or binding unless such modification or amendment is in writing and signed by all of the Parties or their respective successors in interest. The terms and conditions of any such modification or amendment shall be construed according to their fair meaning.

4.10 Waiver. A waiver of any term or condition of this Agreement must be in writing and executed by all the Parties. No waiver of any breach of any term or condition of this Agreement by any Party shall be deemed to imply or constitute a waiver of any other term or condition of this Agreement. The failure of any Party to insist on strict performance of any term or condition of this Agreement shall not constitute or be construed as a waiver of that Party's or any other Party's rights including, without limitation, the right thereafter to enforce any other default of such term or condition; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable any Party to forego or subvert or otherwise disregard any other term or condition of this Agreement.

4.11 Force Majeure. No Party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the defaulting Party which could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, fires, riots, incendiarism, interference by civil or military authorities, compliance

with regulations or orders of military authorities, and acts of war (declared or undeclared), provided such cause could not have been reasonably foreseen and guarded against by the defaulting Party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities.

4.12 No Third Party Beneficiary. The enforcement of the terms and conditions in this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. No third party beneficiary rights shall be created by this Agreement in favor of any person not a party to this Agreement, unless the Parties mutually agree otherwise in writing.

4.13 Further Acts. Upon reasonable request from any Party, from time to time, each of the other Parties shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intents and purposes of this Agreement.

4.14 Exhibits. All schedules, exhibits and addenda attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part hereof.

4.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective heirs, legal representatives, successors, executors, and permitted assigns.

4.16 Construction. Throughout this Agreement, the singular shall include the plural, the plural shall include the singular, and all genders shall be deemed to include other genders, wherever the context so requires. The terms "including," "include" or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation."

4.17 Joint Drafting. The Parties and their respective counsel have reviewed, revised, and approved this Agreement. Accordingly, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits hereto.

4.18 Authority. Each of the Parties represents to the other Parties that such Party has full power and authority to execute, deliver, and perform this Agreement, that such Party has taken the necessary steps that are lawfully required to execute, deliver, and

perform this Agreement, and that the individual(s) executing this Agreement on behalf of such Party are fully empowered and authorized to do so.

4.19 Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto regarding the subject matter hereof. No agreements, covenants, terms, conditions, or obligations whatsoever referring to the subject matter hereof, other than those expressly set forth herein, shall be of any binding legal force or effect whatsoever. The terms and conditions hereof shall be construed according to their fair meaning.

4.20 Severability. If any provision of this Agreement is held to be invalid or unenforceable to any extent, the Parties shall meet, confer, and agree on appropriate modifications to the Agreement to ensure that the original intent, obligations, goals, and purposes of the Agreement are satisfied.

4.21 Section and other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

4.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

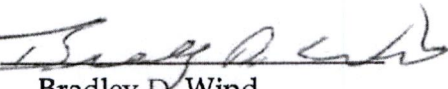
4.23 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

[Signature Pages Follow]

IN WITNESS THEREOF, the Parties have executed this Intergovernmental Agreement as of the Effective Date, notwithstanding the actual date of execution.

WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE

Owned by the Municipal Subdistrict,
Northern Colorado Water Conservancy District

By: 
Bradley D. Wind
Title: General Manager

Date: _____

IN WITNESS THEREOF, the Parties have executed this Intergovernmental Agreement as of the Effective Date, notwithstanding the actual date of execution.

TOWN OF FRASER, COLORADO

By: _____

Philip Vandernail, Mayor

Date: 3/26/19

ATTEST:


Antoinette McVeigh

Antoinette McVeigh, Town Clerk

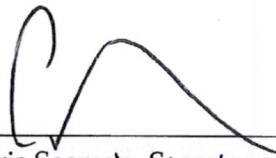
Date: 3/26/19

IN WITNESS THEREOF, the Parties have executed this Intergovernmental Agreement as of the Effective Date, notwithstanding the actual date of execution.

GRAND COUNTY WATER AND SANITATION DISTRICT #1


By: 
Arthur Ferrari, Chairman
Date: 3/20/2019

ATTEST:

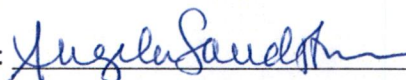

Chris Seeman, Secretary
Date: 3/20/19

IN WITNESS THEREOF, the Parties have executed this Intergovernmental Agreement as of the Effective Date, notwithstanding the actual date of execution.

WINTER PARK RANCH WATER AND SANITATION DISTRICT

By: 
Dan Carroll, President
Date: 2/27/19

ATTEST:

By: 
Angela Sandstrom, Secretary
Date: 2/27/19

EXHIBITS

- | | |
|-----------|--|
| Exhibit A | Black and Veatch Design Parameter Memo (August 14, 2018) |
| Exhibit B | Yearly O&M Cost Categories |
| Exhibit C | Equipment Replacement Cost Categories |
| Exhibit D | Additional Monitoring & Reporting Requests |



MEMORANDUM

Northern Colorado Water Conservancy District
Windy Gap Farming Project – Nutrient Mitigation
Fraser Tertiary Treatment Design Parameters for Northern Water

B&V Project 193340
B&V File 14.5400
August 14, 2018

To: Jim McLaughlin

From: Ben Miller

Black & Veatch left the Fraser WWTP Design Coordination Meeting on August 31 with several action items to provide design parameters related to the future denitrifying MBBR process to Merrick & Co. for inclusion in the current tertiary treatment design.

The design parameters presented below are representative of conceptual level design. These parameters are subject to change as the design moves into detailed design in the future.

1. *Provide size/space requirements for future carbon chemical storage and feed equipment.*

Tanks:

- Two 2,500-gallon tanks. Material cannot be decided on until the carbon source (micro C, acetate, etc.) is decided on.
 - Assume single wall tanks
 - Diameter: 70-inches; straight side: 144-inches; total height: 168-inches
- Secondary containment and tank installation provisions will need to be made in the design.

Chemical Metering Pump Panels:

- Two peristaltic metering pump panels will be necessary to feed chemical to the MBBR system
 - Panel footprint will be approximately 3-feet x 4-feet and will be approximately 7-feet tall

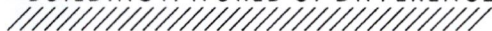
2. *Provide power requirements for chemical feed and process equipment.*

Chemical Metering Pump Panels:

- Two peristaltic metering pumps at 0.5 HP or less each.
- Two flow meters, 120V.

MBBR Mixers:

- Six – 9 HP Mixers



Miscellaneous:

- Space should be allocated for miscellaneous sensors and probes in a PLC and lighting panel. These will include items such as nitrate and DO sensors and should have minimal power requirements (120V).

3. *Provide future biological solids quantities.*

Biomass produced from MBBR Denitrification system				
Solids Production	Peak Day	Max Month	Annual Average	Minimum Month
Flow, mgd	3	3	3	3
TSS produced	31.92	24.72	18.24	7.92
TSS, ppd	799	618	456	198
Vol @1%, gal	9,576	7,416	5,472	2,376
Thickened Sludge				
3% solids, gal	3,192	2,472	1,824	792

4. *Provide an estimated air volume and pressure requirements for the future MBBR process.*

The BOD polishing basin on the MBBR process will require 185 SCFM at approximately 11 psi.

Black & Veatch understands that Merrick & Co. will design the backwash blower system to accommodate this air demand to the best of their ability.

The information provided herein is based on conceptual level design and is subject to change as the future detailed design progresses. Please call Mike Johnson at 720-834-4231 or myself at 303-256-4041 if you have any questions.

cc: Judy Billica
Jeff Drager
Ed Kobylinski
Jeff Durbin
Joe Fuqua

EXHIBIT B

Yearly O & M Cost Categories

Fraser Phosphorous Treatment Process

Less Equipment Replacement

Less Analytical Testing

ITEM

Phosphorous Removal

Chemical

Power

Filtration

Chemical

Power

Equipment

Preventative Maintenance,
Calibration, and Consumables

Sludge Dewatering and Disposal

Power

Chemical

Disposal

Labor

In addition to the above, operation of the process will require 1/2 to 2/3 FTE.

EXHIBIT C

Equipment Replacement Cost Categories

SCADA

Pumps

Blowers

Motor Operated Valves

VFD Drives

Filter Media

Mixers

Sludge Removal System

Lime Feeder

Plate Settlers

Meters

Instrumentation

Centrifuge

EXHIBIT D: Additional Monitoring & Reporting Requests

The WGFP Enterprise requires tertiary treatment influent and WWTP effluent data to meet their nutrient mitigation reporting requirements and to provide information, if necessary, for nutrient removal process troubleshooting. These data requirements are outlined in Table D-1 below.

Table D-1. Monitoring data required for the WGFP Enterprise Nutrient Reduction Plan

Monitoring Objective	Sampling Location	Parameter(s)	Sample Type & Frequency	Monitoring Required by Owner for NPDES Permit, Reg 85, or Voluntary Incentive Program [Owners' cost with no reimbursement required under Section 2.5 of the Agreement]
Routine monitoring to verify plant performance & provide data to meet WGFP nutrient mitigation reporting requirements	Secondary Effluent (influent to tertiary treatment)	<ul style="list-style-type: none"> • Total Nitrogen (TN) • Total Inorganic Nitrogen (TIN) • Total Phosphorus (TP) 	2 days/week composite sampling	
	WWTP Effluent flow to Fraser River at CPDES sampling site	<ul style="list-style-type: none"> • TN • TIN • TP 	2 days/week composite sampling	<ul style="list-style-type: none"> • TN (monthly) • TIN(2 days/week) • TP (monthly)
		• Flow	Daily average	• Flow
Monitoring to provide additional information for design of the MBBR process, or for troubleshooting of cases where the process is not reducing TP or TN to the expected levels; as requested by representatives of the WGFP Enterprise.	Secondary Effluent (influent to tertiary treatment)	<ul style="list-style-type: none"> • Ammonia • Nitrate • Ortho-P • Other parameters as requested by WGFP Enterprise 	<u>Only</u> if requested by representatives of the WGFP Enterprise; composites or grab samples	
	WWTP Effluent flow to Fraser River at CPDES sampling site	<ul style="list-style-type: none"> • Ammonia • Nitrate • Ortho-P • Other parameters as requested by WGFP Enterprise 		
	Other sampling locations as requested by WGFP Enterprise	Parameters as requested by WGFP Enterprise		

All of the laboratory reports for the sampling described in Table D-1 (with the exception of flow) will be transmitted to representatives of the WGFP Enterprise within five (5) days of receipt by Owners. Daily flow data will be transmitted to representatives of the WGFP Enterprise on a monthly basis within fifteen (15) days after the end of each month.

The monitoring listed in the last column of Table D-1 is required by the Owners to maintain compliance with their WWTP discharge permit, Reg 85 Monitoring, or the Voluntary Incentive Program for Early Nutrient Reductions and will be performed at Owners sole cost. Costs for all other monitoring listed in Table D-1 will be reimbursed by the WGFP Enterprise in accordance with the Agreement.