

**SOLDIER CANYON WATER TREATMENT AUTHORITY**  
**Monthly Meeting Agenda**  
**4424 Laporte Avenue**  
**Fort Collins, CO 80521**

**Thursday November 9, 2023**

Mission – The Authority delivers the highest quality treated water to its customers with financial responsibility, and following policies established by the Board in a professional, efficient, and ethical manner.

1. Call to Order 10:00 AM
2. Meeting Minutes for October 5, 2023 - **Action Item – Approve Minutes** - “Motion to approve the minutes from the meeting on October 5<sup>th</sup>, 2023”.
3. Financial Update – Brenda Griffith, **Action Item - Approve Financial Report** - “Motion to approve the SCWTA September 2023 Financial Report”.
4. Manager’s Update – Mark Kempton.
5. Approval of the Regional Source Water Protection Plan (SWPP) Agreement – Mark Kempton. **Action Item - Approve Agreement** - “Motion to approve the Regional SWPP Agreement”.
6. Approval of a Petition for Allottee name change with Northern Water – Mark Kempton. **Action Item – Approve Petition** – “Motion to approve the name Change Petition with Northern Water”.
7. Information Item - PFAs in Public Water Systems - Class Action Settlements from 3M and DuPont.
  - a. The Settlement Class is defined as follows:
    - (i) All Active Public Water Systems in the United States of America that have one or more Impacted Water Sources as of June 22, 2023.  
AND
    - (ii) All Active Public Water Systems in the United States that do not have one or more Impacted Water Sources as of June 22, 2023, and (i) are required to test for certain PFAS under UMCR-5, or (ii) serve more than 3,300 people, according to SDWIS.  
More information at : <https://www.pfaswatersettlement.com/>.
8. Other Business:
  - a. Follow up on any FLWD and North Weld attorney reviews of ELCO changes to the Amended Creation Agreement.
  - b. 2024 Board meeting schedule – also on website.

**The next scheduled Authority Board Meeting is December 14, 2023, at 10:00 a.m.**

# **Soldier Canyon Water Treatment Authority**

## **Board Meeting**

**October 5, 2023**

### **Present at the meeting:**

Board Chairman, Eric Reckentine, NWCWD Manager  
Board Vice Chairman, Chris Pletcher, FCLWD Manager  
Board Treasurer, Mike Scheid, ELCO Manager  
Board Director, Jim Borland, FCLWD Director  
Board Director, Scott Cockroft, NWCWD Director  
Mark Kempton, SCWTA Manager  
Jacob Stephani, SCWTA O & M Superintendent  
Brenda Griffith, SCWTA Office Administrator

**The meeting was called to order at 10:03 a.m. by Board Chairman Eric Reckentine.**

### **Business Conducted**

#### **1. Minutes from September 7, 2023, Soldier Canyon Water Authority Board Meetings**

Minutes from the September 7, 2023, meeting were presented. Scott Cockroft made a motion to approve the minutes. Chris Pletcher seconded the motion. The motion was unanimously approved.

#### **2. Financial Update**

Brenda Griffith presented and reviewed with the Authority Board monthly billing records, a review of the August 2023 O&M expenses and the financial dashboard. Jim Borland made a motion to approve the financial reports. Mike Scheid seconded the motion. The motion was unanimously approved.

#### **3. Managers Update**

Mark Kempton updated the Board on plant flows and water quality, operations, maintenance, and projects going on in the plant and at the PVP.

#### **4. Resolution 2023-10-01 to adopt the 2024 Budget for Soldier Canyon Water Treatment Authority**

Mike Scheid made a motion to approve the 2024 Budget Resolution. Scott Cockroft seconded the motion. The motion was unanimously approved.

**5. Resolution 2023-10-02 to adopt the 2024 Fees, Rates, and Charges Schedule for the Soldier Canyon Water Treatment Authority**

Mike Scheid made a motion to approve the Resolution for the 2024 Fees, Rates and Charges Schedule. Chris Pletcher seconded the motion. The motion was unanimously approved.

**6. Approval of Work Order #3 under the existing Professional Services Agreement (PSA) with HDR for “Soldier Canyon Water Treatment Authority 20-Year Master Plan” Project**

Chris Pletcher made a motion to approve Work Order #3 with HDR for the Soldier Canyon 20-year Master Plan project. Rodney Rice seconded the motion. The motion was unanimously approved.

**7. Other Business**

Reminder about the annual Tri-District dinner tonight at 5:30 at Windsor Mill Tavern.

**8. Adjournment**

Chris Pletcher made a motion to adjourn the meeting. Jim Borland seconded the motion. The motion was unanimously approved, and the meeting was adjourned at 10:28 a.m.

Respectfully submitted,

---

Mark Kempton – Board Secretary, Soldier Canyon Water Treatment Authority

Approved by Authority Board

---

Eric Reckentine - Board Chairman, Soldier Canyon Water Treatment Authority

**Soldier Canyon Water Treatment Authority**  
**Custom Transaction Detail Report**

October 2023

Date	Num	Name	Memo	Amount
<b>Oct 23</b>				
10/02/2023	Auto pay	Silver Peaks Accounting	Oct. A/P - Monthly Fee	-1,000.00
10/03/2023	6297	Ayres Associates Inc	Sept. A/P - Munroe System Water Loss Study	-6,573.19
10/03/2023	6298	Ditesco	Sept. A/P - Overland Ponds Projects	-525.00
10/10/2023	6299	Lyons Gaddis Attorneys & Counselors	Aug. A/P - General	-2,395.72
10/10/2023	Pd online	Colorado State Treasurer	Sept. A/P - 3rd Qtr. 2023	-1,089.05
10/10/2023	6300	A-Z Safety Supply	First Aid Sup., Safety	-2,627.91
10/10/2023	6301	A.R.C. Incorporated	Sept. A/P - Cleaning Services	-300.00
10/10/2023	6302	Airgas	Sept. A/P - Cylinder rent	-64.23
10/10/2023	Auto pay	American Heritage Life Ins. Co.	Sept. A/P - Voluntary Ins.	-195.04
10/10/2023	6303	Anfeald LLC	Sept. A/P - Fit Tests	-1,957.00
10/10/2023	6304	Brenntag Pacific, Inc.	Sept. A/P - Chlorite	-30,065.30
10/10/2023	6305	Capital Business Systems	Sept. A/P - Lab & Shop Printer	-57.10
10/10/2023	6306	CEBT	Sept. A/P - Oct. Ins.	-25,166.10
10/10/2023	6307	CenturyLink2	Sept. A/P - Phones	-65.83
10/10/2023	6308	Chemtrade Chemicals US LLC	Sept. A/P - Alum	-6,741.88
10/10/2023	6309	Collins Communications	Sept. A/P - radios & Repeater	-3,083.75
10/10/2023	6310	Continental Supply	Sept. A/P - auto parts/shop sup.	-68.96
10/10/2023	6311	CPS Distributors	Sept. A/P - Ice melt	-490.00
10/10/2023	6312	Ditesco	R & R Backup Generator	-3,990.90
10/10/2023	6313	DPC Industries, Inc.	Chlorine	-17,147.20
10/10/2023	6314	Grainger	Safety, Maint. Sup.	-2,692.88
10/10/2023	6315	Greystone Technology	Sept. A/P - IT Mgmt/Cloud Services	-2,605.00
10/10/2023	6316	HACH Company	Sept. A/P - Lab Sup	-721.00
10/10/2023	6317	Harcros Chemicals Inc	Soda Ash	-29,837.98
10/10/2023	6318	HDR Engineering, Inc.	R & R 20 Year Master Plan	-7,052.07
10/10/2023	6319	Hensel Phelps Construction Co.	R & R Backup Generator/Filters 5-8 Precon	-22,533.00
10/10/2023	6320	Hillyard - Denver	Sept. A/P - Janitorial Sup.	-407.05
10/10/2023	6321	Jax Inc. Mercantile Company	Sept. A/P - Maint. Sup., Uniforms	-1,681.85
10/10/2023	6322	Laporte Hardware	Sept. A/P - Maint. Sup.	-200.36
10/10/2023	6323	Larimer County Solid Waste Mgmt	Sept. A/P - Plant clean up	-261.50

**Soldier Canyon Water Treatment Authority**  
**Custom Transaction Detail Report**

October 2023

Date	Num	Name	Memo	Amount
10/10/2023	6324	Logical Systems, LLC	R & R Filter 5-8 Improvements	-1,470.50
10/10/2023	6325	McMaster-Carr	Maint. Sup.	-779.73
10/10/2023	6326	Municipal Treatment Equipment, Inc.	Maint. Sup.	-1,793.67
10/10/2023	6327	ONEPOINTSINC	Sept. A/P - Phones	-220.55
10/10/2023	Pd online	Phillips 66 CO/SYNCB	Sept. - Fuel	-788.78
10/10/2023	6328	Poudre Valley COOP	Maint. Sup.	-109.49
10/10/2023	6354	PT Hose & Bearing	Sept. A/P - Maint. Sup.	-90.96
10/10/2023	6330	Pye Barker Fire & Safety	Sept. A/P - Fire Extinguishers	-1,398.50
10/10/2023	6331	Ryan Herco	Maint. Sup.	-4,058.74
10/10/2023	6332	Safeware, Inc.	Sept. A/P - Safety	-1,097.73
10/10/2023	6333	Sam's Club	Sept. A/P - Misc Admin/Ops Sup.	-247.46
10/10/2023	6334	San Mateo Electronic Supply	Sept. A/P - Tools	-69.50
10/10/2023	6335	Schroeder Tire	Sept. A/P - New tires for loader	-6,622.44
10/10/2023	6336	Seter & Vander Wall, P.C.	Sept. A/P - Legal Fees	-2,500.00
10/10/2023	Pd online	Shell	Sept. A/P - Fuel	-586.76
10/10/2023	6337	Solenis LLC	Sept. A/P - Dewatering Chems	-4,976.39
10/10/2023	6338	Stantec Consulting, Inc.	Sept. A/P - Plant Re-Rating	-6,959.69
10/10/2023	6339	Streamline	Sept. A/P - Website Migration Services	-500.00
10/10/2023	6340	Thorp Controls	Sept. A/P - Ops Sup.	-12.59
10/10/2023	6341	US Bank	Sept. A/P - Copier Lease	-583.95
10/10/2023	6342	USALCO	Coagulants	-43,995.90
10/10/2023	6343	Verizon Wireless	Sept. A/P - Cell phones	-460.64
10/10/2023	6344	VWR International, Inc.	Lab Sup.	-510.09
10/10/2023	6345	Wal-Mart	Misc. Ops Sup.	-28.46
10/10/2023	Auto pay	Waste Management of No. Colo	Sept. A/P - Trash/Recycling	-665.20
10/10/2023	Pd online	Xcel Energy	Sept. A/P - Electric	-4,593.43
10/10/2023	6346	Xerox Business Solutions	Sept. A/P - Contract overage charge	-30.46
10/10/2023	6347	Greystone Technology	Sept. A/P - IT Mgmt/Cloud Services	-450.36
10/11/2023	6348	Stantec Consulting, Inc.	R & R Plant Re-Rating	-2,822.50
10/16/2023	Auto pay	BASIC Benefits	HRA Accts. Monthly fee	-50.00
10/17/2023	pd online	First National Bank	Sept. A/P - Training, Office Sup, Maint. Sup., Unif	-1,812.62

## Soldier Canyon Water Treatment Authority Custom Transaction Detail Report

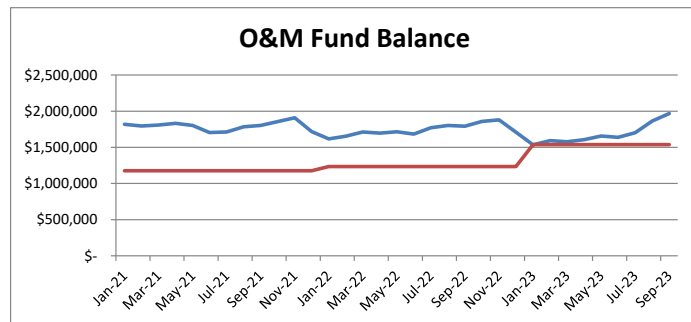
October 2023

Date	Num	Name	Memo	Amount
10/17/2023	pd online	First National Bank Omaha	Sept. A/P - Auto	-437.55
10/17/2023	pd online	First National Bank	Sept. A/P - Training, Office Sup, Maint. Sup., Misc	-1,712.71
10/17/2023	Pd online	Xcel Energy	Sept. A/P - Electric & Gas	-620.20
10/25/2023	Pd online	Home Depot	Oct. A/P - maint. supplies	-2,866.13
<b>Oct 23</b>				<b><u><u>-267,520.53</u></u></b>

- Plant expenses that aren't normal monthly expenses
- Chemicals
- Renewal & Replacement
- Water Resources

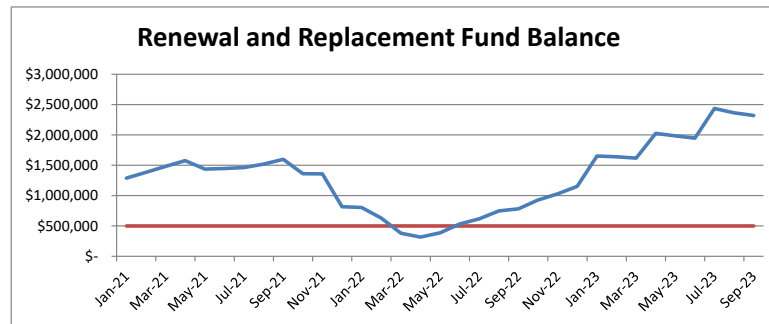
	Months												YTD Total	Budget	% To Budget
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23			
<b>Revenue Total</b>	968,282	463,025	464,463	971,141	503,442	501,943	1,058,163	543,607	539,976	-	-	-	6,014,042	8,154,204	73.75%
<i>Fixed O&amp;M Revenue Total</i>	400,936	400,936	400,936	400,936	400,936	400,936	400,936	400,936	400,936				3,608,424	4,811,235	75.00%
<i>Variable O&amp;M Revenue Total</i>	61,794	55,287	58,635	64,235	97,279	95,852	144,565	137,064	133,533				848,244	1,338,719	63.36%
<i>Renewal and Replacement Revenue Total</i>	500,999	-	-	500,999	-	-	500,999	-	-				1,502,997	2,004,000	75.00%
<i>Misc./Interest Income</i>	4,553.00	6,802.00	4,892.27	4,971	5,227	5,155	11,663	5,607	5,507				54,377	250	217.5091
<b>Expenses Total</b>	676,279	418,830	501,775	533,725	494,157	561,876	503,486	453,357	481,251	-	-	-	4,624,736	7,850,549	58.91%
<i>Fixed O&amp;M Expenses</i>	556,678	379,324	384,955	366,799	285,290	397,403	307,184	306,365	293,948				3,277,946	4,811,235	68.13%
<i>Variable O&amp;M Expenses</i>	119,601	25,161	95,753	74,094	167,558	124,860	185,874	74,746	142,474				1,010,121	1,035,314	97.57%
<i>Energy Expenses</i>	17,248	17,447	14,084	10,321	9,669	9,767	9,673	4,875	9,709				102,793	105,969	97.00%
<i>Chemical Expenses</i>	102,353	7,714	81,669	63,773	157,888	114,913	176,201	69,871	132,765				907,147	1,232,750	73.59%
<i>Renewal and Replacement Expenses</i>	-	14,345	21,067	92,832	41,309	39,613	10,428	72,246	44,829				336,669	2,004,000	16.80%

**Reserves**



Emergency Reserve Fund Balance end of Sept.  
 Minimum Emergency Reserve Target  
 +/- Target

1,967,342
1,537,489
429,853



2,319,776
500,000
1,819,776

# Soldier Canyon Water Treatment Authority

## ***Soldier Canyon Water Treatment Authority Board Meeting – Plant Manager’s Update***

***Thursday, November 9, 2023***

- Excavation and rebar/formwork ongoing for the Backup Generator project.
- Electrical work is starting next week.
- Started sealing off Filters 5-8 and removing surface piping.
- Vacuuming out media this week.
- Completed the Decant Pond 2 Sealant project. Came in 25% under budget.
- Connexion completed boring of a new conduit along LaPorte Avenue for fiber internet. Conduit will also carry future upgraded fiber between Soldier Canyon and City Plants. Old conduit crushed and inaccessible.
- New Business and SCADA Servers to be installed in November. Performing contingency planning to ensure business and operational continuity.
- New Authority website went live on November 8<sup>th</sup>. Will distribute future Board Agendas and Packets through the website. – Preview – [www.soldiercanyon.com](http://www.soldiercanyon.com).
- Went off the PVP on Friday October 27<sup>th</sup>, ahead of the cold weather.
- Working with the City to clean and vacuum the PVP Sed Basin and the Screen box.
- Stantec is compiling data and a report to send to CDPHE for the 68 MGD Plant re-rating project.
- Dealing with seasonal high manganese in Horsetooth. Warm fall leading to later Reservoir turnover.
- Piloting a recurring 30-minute check in process in SCADA for lone worker situations.
- HDR – 20-Year Master Plan
  - Preparing draft condition assessment and recommendations
  - Investigating tank conditions and preparing recommendations
  - HDR is investigating the historic 14-foot low limit on the storage tanks to see if it’s a real constraint.
- Auctioned off surplus equipment (generator and loader tires) through Govdeals.com.



# SOLDIER CANYON FILTER PLANT

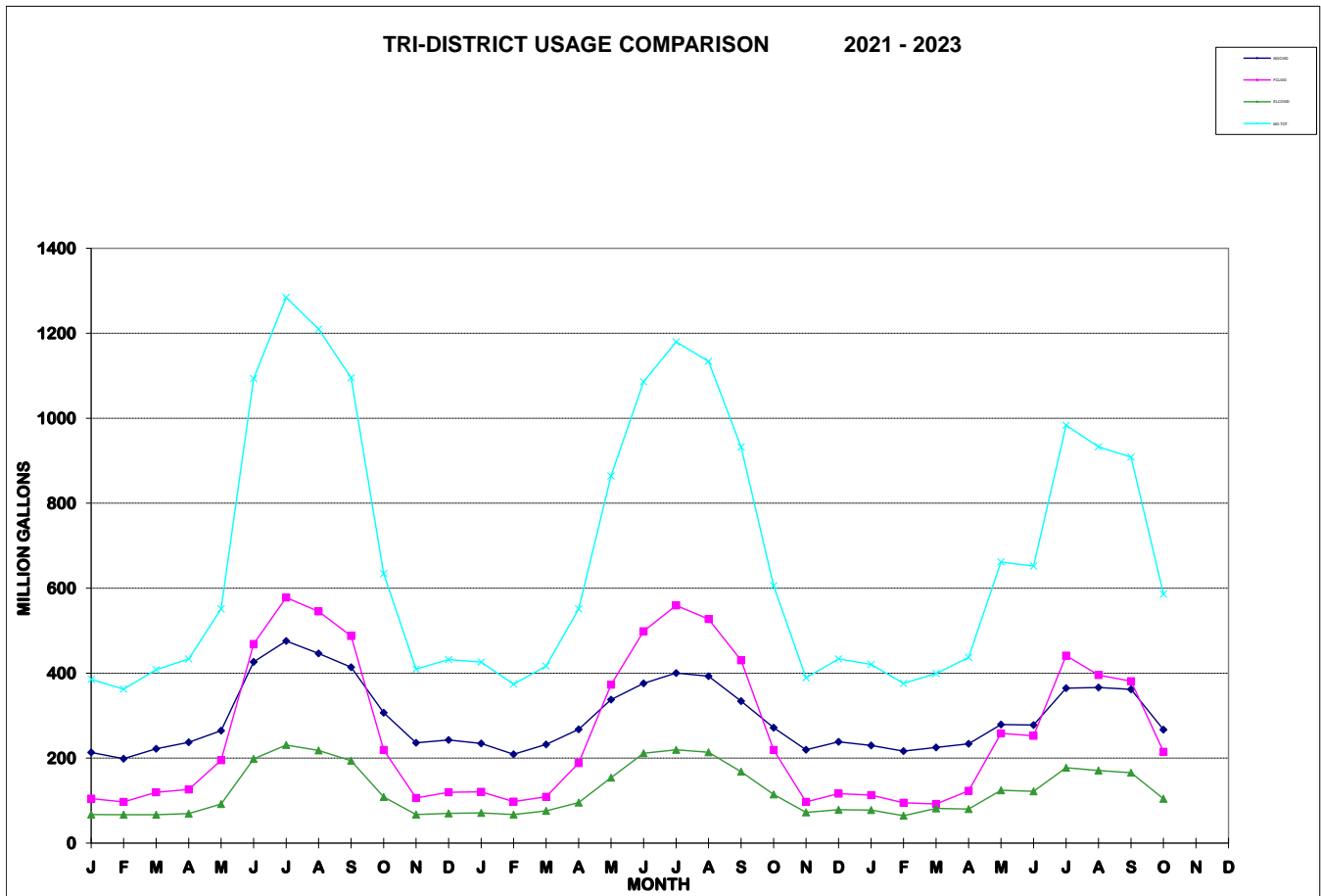
## 3 YEAR COMPARITIVE USAGE

### TRI-DISTRICTS

2021 - 2023

[3yruse2003.xls]

MONTH	NWCWD			FCLWD			ELCOWD			MO. TOTAL		
	2021	2022	2023	2021	2022	2023	2021	2022	2023	2021	2022	2023
JAN.	213.232	234.429	229.737	104.782	120.573	113.018	67.179	71.023	77.609	385.193	426.025	420.364
FEB.	198.610	209.077	216.632	96.767	97.666	95.005	66.857	67.231	64.464	362.234	373.974	376.101
MAR.	221.902	232.206	225.289	119.593	108.830	92.041	66.593	75.633	81.548	408.088	416.669	398.878
APR.	237.188	267.526	233.848	126.389	188.202	122.963	69.689	95.364	80.160	433.266	551.092	436.971
MAY	264.431	337.491	278.952	195.029	372.881	258.403	91.809	153.949	124.410	551.269	864.321	661.765
JUN.	426.419	375.998	277.756	468.780	498.690	252.339	198.058	211.301	121.959	1093.257	1085.989	652.054
JUL.	475.675	400.401	364.832	577.994	559.459	441.348	230.767	219.816	177.254	1284.436	1179.676	983.434
AUG.	446.326	392.969	366.326	545.214	527.105	395.514	218.222	213.667	170.571	1209.762	1133.741	932.411
SEP.	414.085	334.021	361.829	487.309	430.478	381.019	193.749	167.893	165.541	1095.143	932.392	908.389
OCT.	306.612	271.670	266.970	219.058	219.380	214.922	108.798	114.438	104.165	634.468	605.488	586.057
NOV.	236.168	219.703		106.260	96.875		67.336	72.121		409.764	388.699	0.000
DEC.	242.592	238.439		119.446	116.273		69.906	78.550		431.944	433.262	0.000
YR.TOT	3683.240	3513.930	2822.171	3166.621	3336.412	2366.572	1448.963	1540.986	1167.681	8298.824	8391.328	6356.424





**DRAFT – DISCUSSION PURPOSES ONLY**  
**DATED 9/28/2027**

**AGREEMENT REGARDING THE  
UPPER POUUDRE WATERSHED SOURCE WATER PROTECTION PLAN  
(Phase 1 – Plan Development)**

This Agreement (“Agreement”) is entered into by and between the following Parties, which are listed in no particular order:

- Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado (“Northern Water”);
- City of Fort Collins, a municipal corporation (“Fort Collins”);
- City of Greeley, a municipal corporation (“Greeley”);
- City of Thornton, a municipal corporation (“Thornton”); and
- Soldier Canyon Water Treatment Authority, a political subdivision of the state of Colorado (“Soldier Canyon”).

**RECITALS**

A. The Cache la Poudre Watershed (“Poudre Watershed”) headwaters begin within the Arapaho-Roosevelt National Forest and drains through Fort Collins and urban areas of the Front Range until its confluence with the South Platte River, east of Greeley. The Poudre Watershed is a valuable asset to local municipalities, agriculture, and recreational stakeholders due to, among other reasons, the large geographic area of the watershed, prominence through urban areas, and high-quality drinking water supply.

B. The upper portions of the Poudre Watershed are those portions above the canyon mouth (“Upper Poudre Watershed”). The Upper Poudre Watershed are and have historically been a principal source of raw water for Fort Collins, Greeley, and Soldier Canyon. Northern Water and Thornton also rely on the Upper Poudre Watershed to meet future demand.

C. Water quality in the Upper Poudre Watershed faces various challenges, including<sup>1</sup> risks from wildfires and climate change. Protecting water quality within the Poudre Watershed is a high priority for the Parties to, among other things, ensure all current and future water demands are met, and to continue providing communities with reliable, safe, and high-quality drinking water.

D. The State of Colorado has a Source Water Assessment and Protection Program, which is a voluntary, non-regulatory program intended to assist water utilities with conducting assessments and developing targeted Source Water Protection Plans for water quality. Related to the State’s program, the Parties are pursuing a Source Water Protection Plan for the Upper Poudre Watershed (“Plan”).

E. The Parties’ efforts comprise two general phases:

- Phase 1 – Plan Development
- Phase 2 – Plan Implementation

---

<sup>1</sup> In this Agreement, “include” signifies a list that is not necessarily exhaustive. *E.g., Lyman v. Town of Bow Mar*, 188 Colo. 216, 222, 533 P.2d 1129, 1133 (1975).

**DRAFT – DISCUSSION PURPOSES ONLY**  
**DATED 9/28/2027**

This Agreement concerns Phase 1. The Parties anticipate that a separate agreement may be desirable for Phase 2.

F. The purpose of this Agreement is to coordinate the Parties' joint efforts related to developing the Plan, including funding a consultant to assist with the development of the Plan.

G. As governmental entities, the Parties are authorized to enter into the following intergovernmental agreement pursuant to C.R.S. §29-1-203.

**AGREEMENT**

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated as if fully restated in their entirety.

2. **Meetings and Schedule.**

2.1. **Meetings.** The Parties will meet at least quarterly at an agreed upon time and place. Each Party will designate at least one representative who will attend the meetings, either in person or by teleconference when available. Should the representative(s) be changed, a Party shall provide fourteen (14) calendar days written notice of the change to the other Parties. Party representatives will, when possible, be staff members and not members of the governing body of a Party. Persons associated with the Parties other than the representative may attend the meetings upon invitation by the appropriate Party.

2.2. **Schedule.** The Parties currently intend to follow the schedule set forth in the Scope of Work, attached as Exhibit A. The Parties may modify the schedule of tasks as appropriate to effectuate the purposes of this Agreement.

2.3. **Consensus Decision-making.** The Parties shall operate by consensus in making decisions for the purposes of this Agreement. To this end, the Parties shall make a good faith effort to reach consensus, propose alternative solutions, and otherwise work to resolve any issues that prevent consensus.

3. **Funding.** The Parties intend to budget \$150,000 for the retention of a consultant to assist with the development of the Plan.

3.1. **Party Contributions and CDPHE Grants.** On or before [REDACTED], each of the five Parties will contribute \$20,000 to Northern Water for the purposes of this Agreement. The Parties will seek grants from the State of Colorado Department of Public Health and Environment ("CDPHE") for funds to comprise a portion of these contributions. The CDPHE grants will be attributed equally to the five Parties. The CDPHE grants are currently anticipated to total \$50,000 (i.e., half of the sum total of \$100,000 of contributions from the Parties), with a pro rata \$10,000 attributed to each of the Parties. The Parties may, in writing, extend the deadline included in this paragraph.

3.2. **CWCB Grant.** The Parties will seek a grant from the Colorado Water Conservation Board ("CWCB") for the remaining \$50,000 of the budgeted amount, which would be held by Northern Water. If such a grant is not acquired on or before [REDACTED],

**DRAFT – DISCUSSION PURPOSES ONLY**  
**DATED 9/28/2027**

each of the Parties will contribute an additional \$6,000, unless the Parties identify another source of funding or agree that the Plan can be completed without the funds contemplated in this paragraph. The Parties may, in writing, extend the deadline included in this subparagraph.

4. **Northern Water’s Role.**

4.1. **Funds.** Northern Water will hold the budgeted funds described in Paragraph 3 for purposes of this Agreement. If there are any unused funds, they will be returned to the Parties in equal amounts, or may be retained by Northern Water for Phase 2 pursuant to an amendment to this Agreement or subsequent agreement by the Parties regarding such funds.

4.2. **Consultant.** Northern Water will retain the consultant to assist with the development of the Plan. The Parties will jointly select which consultant will be retained and manage the same, pursuant to Paragraph 2.3. The Parties acknowledge Northern Water will contract with and have sole responsibility for directing the selected consultant, consistent with the determination of the Parties pursuant to Paragraph 2.3 and the objectives of this Agreement.

4.3. **Sharing Consultant Work Product.** Northern Water will provide to the other Parties copies of all reports, data, drawings, computer programs, or other reproducible, tangible things developed by the consultant in connection with this Agreement (“Consultant Work Product”). Each Party will be entitled to review and provide feedback on the Consultant Work Product, which Northern Water will communicate to the consultant. Northern Water will obtain the consultant’s agreement for each Party to use Consultant Work Product for purposes connected to this Agreement.

5. **Term, Withdrawal, and Termination.**

5.1. **Term and Termination.** This Agreement will be in effect on the last date it is signed by the Parties until:

- (1) September 30, 2025;
- (2) Northern Water withdraws;
- (3) all but one of the parties withdraws;
- (4) the Parties otherwise agree in writing to terminate this Agreement; or
- (5) Phase 1 is completed.

5.2. **Withdrawal.** Any Party may withdraw from this Agreement by providing written notice to the other Parties. Any Party may also withdraw from this Agreement for failure to appropriate funds pursuant to Paragraph 7. Withdrawal from this Agreement shall not: entitle the withdrawing Party to reimbursement for previously contributed funds; or relieve the withdrawing Party from any obligations resulting from the Party’s previous participation, including responsibilities for costs, and shall not waive the withdrawing Party’s right to the receipt of documents resulting from the Party’s previous participation.

6. **Claimed Confidential Information.**

**DRAFT – DISCUSSION PURPOSES ONLY**  
**DATED 9/28/2027**

6.1. **CORA.** The Parties acknowledge that the majority of documents and communications created under this Agreement will be subject to the Colorado Open Records Act, C.R.S. §§24-72-101 *et seq.* (“CORA”).

6.2. **Confidential Information Procedures.** If a Party (“Providing Party”) desires to provide documents or information to the other Parties (“Receiving Parties”) that the Providing Party claims to be confidential (“Confidential Information”), the Providing Party may invoke the terms and conditions of this Paragraph 6.2.

6.2.1. If the Providing Party intends to claim that certain information is confidential under this Paragraph 6.2 and desires to have the Receiving Parties take certain precautions under this Agreement with such claimed Confidential Information, then within three calendar days of when the Providing Party provides the claimed Confidential Information to the Receiving Parties, the Providing Party shall provide written notice to the Receiving Parties containing the following:

- (i) an identification of each piece of information that is claimed to be Confidential Information;
- (ii) for each piece of such information, an identification of the documents, files, or other forms of communication provided to the Receiving Parties in which the claimed Confidential Information is located; and
- (iii) for each piece of such information, a brief statement identifying the basis for which the Providing Party may claim the information to be confidential.

6.2.2. With respect to the claimed Confidential Information identified pursuant to Paragraph 6.2.1, the Receiving Parties hereby agree:

- (i) to hold the claimed Confidential Information in confidence and to take all reasonable precautions to protect such Confidential Information from inadvertent or accidental disclosure; and
- (ii) to not disclose any such claimed Confidential Information to any third person, except pursuant to Paragraph 0.

In the normal course of business, the Receiving Parties may also dispose of any documents containing claimed Confidential Information.

6.2.3. The obligations of the Receiving Parties with respect to claimed Confidential Information under this Paragraph 6.2 shall not apply to:

- (i) Claimed Confidential Information beginning six months after the termination of this Agreement pursuant to Paragraph 5.1;
- (ii) Claimed Confidential Information that the Receiving Party can document:
  - (A) is or has become (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public;
  - (B) was in its possession prior to receipt from the Providing Party under Paragraph 6.2.1, except to the extent that such

**DRAFT – DISCUSSION PURPOSES ONLY**  
**DATED 9/28/2027**

information was unlawfully appropriated by the Receiving Party;

- (C) was independently developed by the Receiving Party without use of any claimed Confidential Information of the Providing Party under Paragraph 6.2.1; or
- (D) was disclosed pursuant to the requirements of law, subject to Paragraph 0.

6.2.4. Nothing herein shall affect the obligations of a Receiving Party to either make disclosures or preserve the confidentiality of claimed Confidential Information to the extent required by law or court order, including, but not limited to, requirements under the Colorado Open Records Act, CRS §24-72-201 *et seq.*, and other Colorado and federal statutes, court rules, and administrative rules and regulations. If a Receiving Party receives a request under law for the Providing Party's claimed Confidential Information, or if a Receiving Party would otherwise be required to disclose the Providing Party's claimed Confidential Information pursuant to law, the Receiving Party shall notify the Providing Party as soon as practicable of the request or pending disclosure, and in such event, upon the request of the Receiving Party, the Providing Party may take such timely action as may be required to obtain a declaratory judgment as to the confidential status of the Confidential Information, and, if the Providing Party elects not to do so, then the Receiving Party's obligation to preserve that Confidential Information shall have been waived hereunder, except as otherwise provided by law.

6.2.5. The Providing Party shall have the right to require the return and destruction of claimed Confidential Information in the possession of a Receiving Party as set forth in this paragraph. Such right shall exist from the effective date of this Agreement through six months after the date of termination of this Agreement pursuant to Paragraph 5.1 If claimed Confidential Information has been copied or transcribed into another document, such documents will be destroyed, erased, or modified to remove the claimed Confidential Information.

7. **Fiscal Contingency.** Notwithstanding any other provisions of this Agreement to the contrary, the obligations of the Parties in fiscal years after the initial fiscal year of this Agreement shall be subject to appropriation of funds sufficient and intended therefor, with the Party having the sole discretion to determine whether the subject funds are sufficient and intended for use under this Agreement. The failure of a Party to appropriate such funds shall be grounds for termination of this Agreement as to such Party upon written notice pursuant to Paragraph 1111.

8. **No Third-Party Beneficiaries.** This Agreement is entered into between the Parties for the purposes set forth herein. It is the intent of the Parties that they are the only beneficiaries of this Agreement and that the Parties are benefitted only to the extent provided under the express terms and conditions of this Agreement.

9. **Governing Law and Enforceability.** This Agreement shall be construed in accordance with the laws of the State of Colorado. The Parties recognize that the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, as well as the Parties' respective bylaws, city charters and codes, and rules and regulations, impose certain legal



**DRAFT – DISCUSSION PURPOSES ONLY**  
**DATED 9/28/2027**

constraints on each Party and that the Parties intend to carry out the terms and conditions of this Agreement subject to those constraints. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

10. **Waiver.** A waiver of a breach of any of the provisions of this Agreement shall not constitute a waiver of any subsequent breach of the same or another provision of this Agreement. Nothing in this Agreement shall be construed as any waiver of governmental immunity of the Parties who are governments or any other governmental provisions of State law. Specifically, by entering into this Agreement, no Party waives the monetary limitations on liability or any other rights, immunities, or protections provided by the Colorado Government Immunity Act, C.R.S. § 24-10-101, *et seq.*, or any successor or similar statutes of the State of Colorado.

11. **Notices.** All notices or other communications hereunder shall be sufficiently given and shall be deemed given (i) when personally delivered; (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given at the address specified below; (iii) on the date and at the time shown on the electronic mail if sent by electronic transmission at the email addresses set forth below and receipt of such electronic mail is acknowledged by the intended recipient thereof; or (iv) after the lapse of five business days following mailing by certified mail-return receipt requested, postage prepaid, addressed as follows:

To Fort Collins:	City Manager City Hall West 300 LaPorte Avenue; P.O. Box 580 Fort Collins, Colorado 80522-0580
With copy to:	Fort Collins City Attorney 300 LaPorte Avenue; P.O. Box 580 Fort Collins, Colorado 80522-0580 epotyondy@fcgov.com
and:	Fort Collins Utilities Attn: Sr. Director of Water Planning and Sciences 4316 LaPorte Ave. Fort Collins, Colorado 80521
To Northern Water:	Northern Colorado Water Conservancy District Attn: Kimberly Mihelich 220 Water Avenue Berthoud, CO 80513
With copy to:	Northern Water Counsel Trout Raley 1120 Lincoln Street, Suite 1600 Denver, CO 80203
To Greeley:	City of Greeley





**DRAFT – DISCUSSION PURPOSES ONLY**  
**DATED 9/28/2027**

**NORTHERN COLORADO WATER CONSERVANCY DISTRICT, a quasi-municipal  
entity and political subdivision of the State of Colorado**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DRAFT – DISCUSSION PURPOSES ONLY  
DATED 9/28/2027**

**CITY OF FORT COLLINS, a municipal corporation**

By: \_\_\_\_\_  
Kelly DiMartino, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney's Office

**DRAFT – DISCUSSION PURPOSES ONLY  
DATED 9/28/2027**

**CITY OF GREELEY, a municipal corporation**

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

AVAILABILITY OF FUNDS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Finance

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney's Office

**DRAFT – DISCUSSION PURPOSES ONLY  
DATED 9/28/2027**

**CITY OF THORNTON, a Colorado home-rule municipal corporation**

By: \_\_\_\_\_  
Kevin Woods, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
Temi Yellico, City Attorney

By: \_\_\_\_\_  
Senior Assistant City Attorney - Water

**DRAFT – DISCUSSION PURPOSES ONLY**  
**DATED 9/28/2027**

**SOLDIER CANYON WATER TREATMENT AUTHORITY, a political subdivision of the state of Colorado**

By: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

PETITION FOR CONSENT TO TRANSFER AND ASSIGNMENT OF ALLOTMENT OF CAPACITY IN THE PLEASANT VALLEY PIPELINE

WHEREAS, Soldier Canyon Filter Plant, a political subdivision and public corporation of the State of Colorado (“SCFP”), acquired an allotment of capacity in the Pleasant Valley Pipeline (“PVP”) pursuant to an Allotment Contract dated February 28, 2003, between SCFP and Northern Colorado Water Conservancy District (“Northern Water”) acting by and through the Pleasant Valley Pipeline Water Activity Enterprise (“Allotment Contract”), as amended and supplemented; and

WHEREAS, Soldier Canyon Water Treatment Authority, a political subdivision and public corporation of the State of Colorado (“Authority”), is the successor entity to SCFP pursuant to the Soldier Canyon Water Treatment Authority Creation Agreement dated October 20, 2016, effective as of February 1, 2017, and revised and restated effective April 16, 2019, a copy of which is attached hereto as **Exhibit 1**; and

WHEREAS, Paragraph 10 of the Allotment Contract gives SCFP the right to lease, assign, transfer, or encumber all or any part of its allotment with the prior written consent of the Board of Directors of Northern Water (“Board”), which consent shall not be unreasonably withheld; and

WHEREAS, by this Petition, the Authority, successor to SCFP, desires to seek the Board’s written consent to the assignment and transfer of SCFP’s allotment of capacity in the PVP under the Allotment Contract to the Authority;

NOW THEREFORE, the Authority, successor to SCFP, hereby requests that the Board grant its consent to the assignment and transfer of SCFP’s allotment of capacity in the PVP under the Allotment Contract to the Authority, effective as of February 1, 2017. A proposed order granting such consent is submitted with this Petition.

Respectfully submitted: \_\_\_\_\_.

SOLDIER CANYON WATER TREATMENT AUTHORITY, a political subdivision and public corporation of the State of Colorado, successor to Soldier Canyon Filter Plant

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ORDER OF NORTHERN COLORADO WATER CONSERVANCY DISTRICT  
ON SOLDIER CANYON WATER TREATMENT AUTHORITY'S PETITION FOR  
CONSENT TO TRANSFER AND ASSIGNMENT OF ALLOTMENT OF CAPACITY IN  
THE PLEASANT VALLEY PIPELINE**

Upon the Petition of Soldier Canyon Water Treatment Authority, a political subdivision and public corporation of the State of Colorado, successor to Soldier Canyon Filter Plant ("SCFP"), and after considering said Petition at a regular meeting held on [date], 2023, the Board of Directors of the Northern Colorado Water Conservancy District hereby orders that:

The Petition is GRANTED.

The Board hereby consents to the assignment and transfer of SCFP's allotment of capacity in the Pleasant Valley Pipeline under the Allotment Contract dated February 28, 2003, as amended and supplemented, to its successor entity, the Soldier Canyon Water Treatment Authority, effective as of February 1, 2017. All terms and conditions of the Allotment Contract shall be unchanged and remain in full force and effect.

Dated: \_\_\_\_\_, 2023

NORTHERN COLORADO WATER  
CONSERVANCY DISTRICT

\_\_\_\_\_  
Dennis Yanchunas, President



**From:** [Water Quality Control Division](#)  
**To:** [Mark Kempton](#)  
**Subject:** Information on PFAS settlement for drinking water systems  
**Date:** Monday, October 16, 2023 12:59:19 PM



## **Information: Legal settlements that address PFAS in drinking water**

### *Information on class settlements regarding PFAS contamination in public drinking water systems*

We are reaching out about two legal settlements that address PFAS contamination in drinking water sources.

Certain PFAS manufacturers (3M, Dupont, Chemours, and Corteva) have reached class settlements with some public drinking water systems, and the federal court overseeing national PFAS litigation has granted preliminary approval of the settlements. The settlement agreements relate to certain public water systems that have or suspect PFAS contamination in their source water. Your system should carefully review the approved settlement documents to determine if you are part of the settlement class and

understand any rights and obligations you may have under the settlements. Systems are eligible to receive funding if they have any qualifying PFAS detects, not just detects above EPA's proposed drinking water standards. To determine if your system has qualifying PFAS detects please review the information on this website:

<https://www.pfaswatersettlement.com/>.

It is important to understand that both the 3M and the DuPont/Chemours/Corteva class settlement agreements are mandatory class settlements. This means that any eligible water provider that does not affirmatively "opt-out" of the class settlement will be included in the settlement, and its claims against these entities for PFAS contamination will be released. Public water systems that are eligible class members can choose to opt out of either or both class settlement agreements. To determine if your system is eligible, please review the information on this website:

<https://www.pfaswatersettlement.com/>.

- The deadline to opt out of the DuPont/Chemours/Corteva class settlement is December 4, 2023.
- The deadline to opt out of the 3M class settlement is December 11, 2023.

Any eligible water provider that does not opt-out is automatically part of the settlement class. If the provider remains in the settlement class but does not submit the settlement claim forms, it will not receive any funds even though it did not opt-out.

You are not required to hire outside counsel to participate in the settlements. 3M and Dupont have set up a website where public water systems can go to get additional information about the class settlement agreements. Claim forms and procedures are available through the class settlement website. The website also allows water systems to calculate an estimated allocation of the settlement funds they may receive. The website is available here: <https://www.pfaswatersettlement.com/>. We encourage all community and non-transient, non-community water systems that have not yet tested for PFAS to sign up for testing through our [PFAS Grant Program](#) to see if they may be impacted by PFAS and eligible for funding through the settlements.

The Colorado Attorney General's Office is available to answer questions about the settlement agreements. They can be reached at [pfas@coag.gov](mailto:pfas@coag.gov).

In addition, please be aware that law firms are downloading available PFAS data and reaching out to public water systems based on that data. Some firms may be inaccurately identifying systems as being above EPA's proposed PFAS drinking water standards.

---

[Stay informed](#)

[Contacts](#)

If you received this email from a colleague and are interested in subscribing to notifications, please sign up using [this form](#).

Email general questions to:  
[cdphe.commentswqcd@state.co.us](mailto:cdphe.commentswqcd@state.co.us)

---

[cdphe.colorado.gov/water-quality](http://cdphe.colorado.gov/water-quality)



Water Quality Control Division | 4300 Cherry Creek S Dr, Denver, CO 80246

[Unsubscribe mkempton@soldiercanyon.com](#)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by [cdphe.commentswqcd@state.co.us](mailto:cdphe.commentswqcd@state.co.us) powered by



Try email marketing for free today!

---

# Soldier Canyon Water Treatment Authority

## NOTICE

**The Authority Board of the Soldier Canyon Water Treatment Authority will hold its regular meetings on the second Thursday of each month. These meetings will be held at Soldier Canyon Water Treatment Authority located at 4424 LaPorte Avenue, Fort Collins, Colorado and will commence at 10:00 a.m.**

### **Regular Meeting 2024**

**January 11<sup>th</sup> – 10:00 a.m.**

**February 8<sup>th</sup> – 10:00 a.m.**

**March 14<sup>th</sup> – 10:00 a.m.**

**April 11<sup>th</sup> – 10:00 a.m.**

**May 9<sup>th</sup> – 10:00 a.m.**

**June 13<sup>th</sup> – 10:00 a.m.**

**July 11<sup>th</sup> – 10:00 a.m.**

**August 8<sup>th</sup> – 10:00 a.m.**

**September 12<sup>th</sup> – 10:00 a.m.**

**October 10<sup>th</sup> – 10:00 a.m.**

**November 14<sup>th</sup> – 10:00 a.m.**

**December 12<sup>th</sup> – 10:00 a.m.**