

St. Vrain Water Authority
DLG I.D. No. 67144
Board of Directors Meeting
Agenda
January 8, 2024
4:00 PM at the Firestone Town Hall

- 1) **Roll Call**
- 2) **Consent Agenda**
 - a. Approval of November 13, 2023 Meeting Minutes
 - b. Approval of December 11, 2023 Meeting Minutes
- 3) **Public Comment – Please limit comments to 3 minutes**
- 4) **Action Items**
 - a. Election of Officers
 - b. Adoption of Resolution 2024-01 Designating Location for Posting Open Meeting Law Notices
 - c. Approve of Sunshine Notice and Authorization to Post
 - d. Payment of Bills
 - e. Review and Acceptance of Financials
 - f. Resolution 2024-02 Approving Agreement with New IPT, Inc. for injection well operations support and permit compliance
 - g. Resolution 2024-03 Approving Agreement with Automation & Electronics, Inc. WO 2024-01 for injection well pump controls programming
- 5) **Reports**
 - a. Ramey Environmental – Plant Operations
 - b. Engineering Activity
 - c. Water Treatment Plant Construction Update
 - d. Deep Injection Well Update
 - e. Security System Update
- 6) **Next Meeting**
 - a. February 12, 2024 at the Firestone Town Hall starting at 4:00 PM
- 7) **Any Other of Business**
- 8) **Adjournment**

Agenda Item 2(a)

St. Vrain Water Authority
DLG I.D. No. 67144
Board of Directors Meeting Regular Meeting
Minutes
November 13, 2023
4:00 PM @ Firestone Town Hall

A regular meeting of the Board of Directors of the St. Vrain Water Authority convened on Monday November 13, 2023, at 4:00 P.M. in the Firestone Town Hall located at 9950 Park Avenue, Firestone, Colorado. Any director or consultant who was unable to physically attend the meeting could attend virtually.

The following Directors were in attendance, to wit:

Julie Svaldi (2026)	President	Present
Julie Pasillas (2024)	Vice-President	Present
Dave Lindsay (2024)	Secretary	Present
James Walker (2025)	Board Member	Present
Don Conyac (2025)	Treasurer	Absent

Also, in attendance was Rusti Roberto (Town of Firestone).

Tim Flynn (Collins Cole Flynn Winn Ulmer), Brett Gracely (LRE Water) and Mike Murphy (Ramey Environmental) attended via Zoom.

Agenda Item 1:

A quorum having been established, the meeting was called to order by the Authority's President, Julie Svaldi at 4:01 P.M.

Agenda Item 2:

Director Svaldi referred the Board to the meeting minutes for the October 9, 2023 Board meeting.

Motion to approve the minutes was made by Director Pasillas, second by Director Svaldi.

Motion passed unanimously by voice vote.

Agenda Item 3:

Bobby Matthews, a Firestone resident, gave public comment. Mr. Matthews believed the meeting was not properly noticed and violated State statutes.

Agenda Item 4a:

Director Lindsay directed the Board to the packet to the summary of current bills that were paid or are being processed for payment. Director Lindsay disclosed that he had received the Property Liability Pool paperwork and invoice. He explained that the amount was the annual fee and is not due until the end of the year, but wanted to get in front of the Board for approval.

Director Lindsay also disclosed that the cleaning company had started, and the amount owed was going to be the monthly charge for cleaning the office area twice a month.

Motion to approve the payment of bills was made by Director Walker, second by Director Svaldi.

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Julie Svaldi	X		
James Walker	X		
Dave Lindsay	X		
Director Pasillas	X		

Motion was passed.

Agenda Item 4b:

Director Lindsay directed the Board to the financial statements.

Director Lindsay explained that this is the usual financials.

Motion to accept the financials was made by Director Walker, second by Director Svaldi.

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Julie Pasillas	X		
Julie Svaldi	X		
James Walker	X		
Dave Lindsay	X		

Motion was passed.

Agenda Item 4c:

Director Lindsay recommended that approval of the Water Treatment Plant Security proposal be tabled until after the executive session so the Board would have a better understanding of the proposed improvements the work order would authorize. Refer to Agenda Item 8 below.

At the completion of the executive session, the proposed Work Order 2023-03 for CorKat was considered. Director Lindsay explained that upon the approval of the security system, it would be about 2 weeks to get everything installed once they had their low voltage sub-contractor available to do the work.

Motion to approve CorKat Work Order 2023-03 for the Water Treatment Plant Security System-Phase 1 was made by Director Pasillas, second by Director Svaldi.

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
James Walker	X		
Julie Svaldi	X		
Dave Lindsay	X		
Julie Pasillas	X		

Motion was passed.

Agenda Item 4d:

Director Lindsay directed the Board to Resolution 2023-07 Approving Hydro Resources Agreement for Services.

Director Lindsay explained that this was related to testing of the RO Brine Injection Well that needs to be completed and submitted to the EPA. He explained that this test is initially done during the permitting process, and the permit has an obligation for an additional step rate test once injection pressures reach the permitted limit. The new step rate test will establish a new allowable injection pressure. Once this test is completed the results will be sent to the EPA so they can re-issue the permit. Since the permitted injection pressure has been exceeded already, the plant is having some minor plumbing modifications to allow the plant to run in a recirculating mode that will prevent brine from having to be disposed of but also maintain the integrity of the UF and RO membranes. While the plant is in recirculation mode it will not produce water. It is not known how long the EPA permit amendment will take and, therefore, the plant could be shut down for several weeks.

The consultant that designed the well and who is helping with the EPA permit compliance has recommended that Hydro Resources complete this test, as Hydro Resources drilled this well and did the initial test. Director Lindsay explained that the expectation is to only have to complete this test now and not have to do another one.

Motion to adopt Resolution 2023-07 Approving Hydro Resources Agreement for Services, and to authorize the contract to be executed on behalf of the Authority once the funds for the work are secured, was made by Director Lindsay, second by Director Svaldi.

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Dave Lindsay	X		
James Walker	X		
Julie Pasillas	X		
Julie Svaldi	X		

Motion was passed.

Agenda Item 5a(i) and 5a(ii):

Director Svaldi opened the Public Hearing for the 2024 Budget of the St Vrain Water Authority at 4:17 P.M.

Tim Flynn, the Authority attorney noted that the Notice for the Public Hearing was published in the Longmont Times-Call newspaper on November 1, 2023. Director Lindsay said that he has a copy of the affidavit of publication in his file.

Director Svaldi opened the public comment period and asked for any public comments. Being none, the public comment period was closed at 4:18 P.M.

Director Svaldi asked for any Board comments. Director Lindsay noted the budget included in the packet incorporated the comments he received from the Board at the previous meeting as well as the final information he was missing in the previous draft. He noted that he had not included the Budget Detail Spreadsheet in the packet but handed out hard copies to those present. There was not further discussion and there were no questions from the Board.

Motion to adopt Resolution 2023-08 Adopting the 2024 Budget was made by Director Svaldi, second by Director Lindsay.

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
James Walker	X		
Dave Lindsay	X		
Julie Svaldi	X		
Julie Pasillas	X		

Motion was passed.

Motion to adopt Resolution 2023-09 Appropriating Funds was made by Director Svadli, second by Director Lindsay.

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
James Walker	X		
Julie Svaldi	X		
Julie Pasillas	X		
Dave Lindsay	X		

Motion was passed.

The Public Hearing was closed at 4:25 P.M.

The Board took a 5-minute recess.

Agenda Item 6a:

Director Lindsay explained that he met with Director Conyac and Jessica Clanton, the Authority Budget Officer about 3 weeks ago. The meeting was to discuss financial policies for the Authority, especially related to reserves the Authority may want or need to maintain. Ms. Clanton had suggested the Board review the policy documents the Town of Firestone has adopted as those are representative of statutory requirements and standard practice by many municipalities. Those policy documents were included in the packet. Director Lindsay recommended that the Authority postpone this discussion item until Director Conyac and Ms. Clanton were available to be part of the discussion. The Board agreed and the matter was tabled.

Agenda Item 7a:

Mike Murphy with Ramey Environmental Compliance referred the Board to the monthly activity report included in the packet. Mike noted that there was a probe that blew out due to high pressure, and was not under warranty. Parts were received and now IWS can finalize the repair. Mike noted that new piping was constructed to plumb a brine injection bypass line in order to recirculate the RO waste brine back thru the plant while the Injection Well testing was completed, and the EPA issued the amended injection permit.

Mike explained that the first sanitary survey has been scheduled for December 14, 2023. He explained that it is not uncommon to have an on-site inspection.

Director Lindsay explained that they were not sure why the pressure surged and caused the probe to fail but the surge did not repeat. He also referred the Board to a letter in the packet from Wayne Ramey explaining that Ramey Environmental was being purchased by a larger company. He noted that the letter assured that operations would remain the same and that Ramey Environmental will remain the Treatment Plants ORC. There were no questions or comments from the Board.

Agenda Item 7b:

Director Lindsay explained that Plummer Associates is providing assistance regarding the brine line on the RO system.

Agenda Item 7c:

Director Lindsay explained to the Board that Firestone has met with senior officials from IWS, the general contractor for the plant construction. The purpose for the meeting was to discuss a final settlement to allow the plant's final punch list to be completed and the contract closed out. He could offer no details, but a resolution may be close.

Agenda Item 8:

An executive session pursuant to Section 24-6-402(4)(d), C.R.S. to discuss and receive information regarding the details of the Water Treatment Plant security system.

Motion to go into executive session was made by Director Lindsay, second by Director Pasillas.

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Julie Pasillas	X		
Dave Lindsay	X		
James Walker	X		
Julie Svaldi	X		

Motion was passed.

Executive Session Attendees: Director Svaldi, Director Pasillas, Director Lindsay, Director Walker, Rusti Roberto (Administrative Authority Clerk).

Executive Session Attendees via Zoom; Tim Flynn (Collins Cole Flynn Winn & Ulmer).

Executive Session began at 4:45 P.M.

At approximately 5:05 P.M. the Board returned to open public meeting. The Executive Session was recorded as required by law. Director Lindsay referred the Board back to Agenda Item 4c for consideration and action.

Agenda Item 9:

Next Meeting will be December 11, 2023 at Firestone Town Hall, starting at 4:00 P.M.

Agenda Item 10:

No other business was discussed.

Agenda Item 11:

Motion to adjourn made by Director Walker, second by Director Pasillas at 5:10 P.M.

Motion passed unanimously by voice vote.

Agenda Item 2(b)

St. Vrain Water Authority
DLG I.D. No. 67144
Board of Directors Meeting Regular Meeting
Minutes
December 11, 2023
4:00 PM @ Firestone Town Hall

A regular meeting of the Board of Directors of the St. Vrain Water Authority convened on Monday December 11, 2023, at 4:00 P.M. in the Firestone Town Hall located at 9950 Park Avenue, Firestone, Colorado. Any director or consultant who was unable to physically attend the meeting could attend virtually.

The following Directors were in attendance, to wit:

Julie Svaldi (2026)	President	Absent
Julie Pasillas (2024)	Vice-President	Present
Dave Lindsay (2024)	Secretary	Present
James Walker (2025)	Board Member	Present-Via Zoom
Don Conyac (2025)	Treasurer	Absent

Also, in attendance was Rusti Roberto (Town of Firestone).

Tim Flynn (Collins Cole Flynn Winn Ulmer), Amber Kauffman (Little Thompson Water District), and Wayne Ramey (Ramey Environmental) attended via Zoom.

A member of the public who is identified as Bobby Mathews also was present for the meeting.

Agenda Item 1:

A quorum having been established, the meeting was called to order by the Authority's Vice-President, Julie Pasillas at 4:05 P.M.

Agenda Item 2:

Director Pasillas referred the Board to the meeting minutes for the November 13, 2023 Board meeting.

Director Walker proposed an amendment to the executive session attendees as an incorrect Director was listed as an Attendee. Director Conyac was listed as an attendee but that should be replaced with Director Walker.

Approval of minutes was postponed to the January 8, 2023 Authority Meeting pending revision.

Agenda Item 3:

Bobby Matthews, a member of the Public was present, but had no public comments.

Agenda Item 4a:

Director Lindsay directed the Board to the summary of current bills that were paid or are being processed for payment, included in the packet. Director Lindsay explained to the board that Waste Connections was sending the bills to the Treatment Facility, not the PO Box, which is why there are multiple invoices from them. He explained going forward that the monthly cost would be around \$43 per month.

Motion to approve the payment of bills was made by Director Walker, Second by Director Lindsay.

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
James Walker	X		
Dave Lindsay	X		
Director Pasillas	X		

Motion was passed.

Agenda Item 4b:

Director Lindsay directed the Board to the financial statements.

Director Lindsay explained that these are the usual financials.

Motion to accept the financials was made by Director Walker, Second by Director Pasillas.

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Julie Pasillas	X		
Dave Lindsay	X		
James Walker	X		

Motion was passed.

Agenda Item 4c:

Director Lindsay directed the board to Resolution 2023-10 approving Water Technology Group's Pump Maintenance Services Agreement, included in the packet. Director Lindsay explained that this agreement would allow Water Technology Group to assist the plant operators with routine maintenance and respond to operations issues with the pump systems they provided.

Director Lindsay explained that most of the large capacity pump systems that were installed in the plant are from Water Technology Group and they would be able to help maintain the pumps and be a resource to the plant operators if issues arise that they are not able to resolve on their own. He also explained that by having them on board they will help troubleshoot any issues or, if needed, they will send technicians out to the plant. He explained that this agreement is for \$1,500.00 for 2024. He also explained that any

additional work that is needed can be done by a work order system, and any additional costs would be brought to the Authority Board for approval.

Motion to Approve Resolution 2023-10 was made by Director Walker, Second by Director Pasillas.

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Dave Lindsay	X		
James Walker	X		
Julie Pasillas	X		

Motion was passed.

Agenda Item 4d:

Director Lindsay directed the Board to Resolution 2023-11 approving Automation & Electronics Inc.'s Brine Disposal Injection Pump Station Control Services Agreement, that was included in the packet.

Director Lindsay explained that Automation & Electronics Inc. were the subcontractor on the Injection Pump Station that designed and programmed the station controls. The contract would allow them to assist with modifications to the controls and programming at the pump station, including setting up data logging required for EPA submittals. The work would be performed under work orders as tasks are identified. He explained that they would provide a scope and budget for each work order. This would allow a base contract to be in place and any additional costs would be brought to the Authority Board for approval as work orders.

Motion to Approve Resolution 2023-11 was made by Director Walker, Second by Director Pasillas.

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Dave Lindsay	X		
James Walker	X		
Julie Pasillas	X		

Motion was passed.

Agenda Item 5a:

Director Lindsay reported that the Step Rate Test conducted on the Brine Injection Well went very favorably. The current EPA permit Maximum Allowable Injection Pressure is (MAIP) is 765 psi. Based on the results of the test, an updated MAIP of 1,741 psi. The application for the permit amendment was submitted to the EPA by our consultant on December 4. The EPA has requested some additional information, which the consultant has provided to them. The EPA is reviewing the request but did not provide a timeframe on their approval process. We believe the Holiday's could extend this out into January. In the

meantime, the plant remains in a circulating flush process to keep the membrane systems viable, but we are not producing water for distribution.

Agenda Item 5b:

Wayne Ramey with Ramey Environmental Compliance referred the Board to the monthly activity report. He noted that operations were continuing under the recycled flush mode while the brine injection well is shut in. He also mentioned that he will be meeting with Director Lindsay to discuss a plan to reduce their daily time at the plant as a cost saving measure for 2024. The past months of full-time operation has allowed them to become more familiar with the plant systems, but the current plant demand should not warrant full time operator presence. That will change over time as new development in Firestone comes online and the demand from the plant is increased.

Agenda Item 6a:

Next Meeting will be January 8, 2024 at Firestone Town Hall, starting at 4:00 P.M.

Agenda Item 7:

Director Lindsay mentioned that Phase one of the installation of the security system is almost completed. He explained he would have more of an update at the next meeting.

Director Lindsay asked there were any objections to continuing the meeting schedule of the 2nd Monday of each month at 4:00 PM. The Board had no objections so Director Lindsay will start sending out the meeting evites for 2024.

Agenda Item 8:

Motion to adjourn made by Director Walker, Second by Director Lindsay at 4:33 P.M.

Motion passed unanimously by voice vote.

Agenda Item 4(b)

Agenda Item 4(c)

**NOTICE OF
ST. VRAIN WATER AUTHORITY
BOARD OF DIRECTORS
QUORUM EVENTS**

Notice is hereby given that three or more Directors for the St. Vrain Water Authority may be in attendance at the following events noted below:

- Firestone Board of Trustees Work Sessions – Second and Fourth Wednesday of each month at 6:00 PM – Firestone Police and Courts, 9900 Park Avenue, Firestone, CO 80504
- Firestone Board of Trustees Regular Meetings – Second and Fourth Wednesday of each month at 6:30 PM – Firestone Police and Courts, 9900 Park Avenue, Firestone, CO 80504

- St. Vrain Water Authority Board of Directors Meetings – Second Monday of each month at 4:00 PM – Firestone Town Hall, Deitman Conference Room, 9950 Park Avenue, Firestone, CO 80504

- St. Vrain Water Authority Board of Directors Special Meeting – October 7, 2024 at 4:00 PM – Firestone Town Hall, Deitman Conference Room, 9950 Park Avenue, Firestone, CO 80504

- St. Vrain Water Authority Board of Directors Special Meeting – November 18, 2024 at 4:00 PM – Firestone Town Hall, Deitman Conference Room, 9950 Park Avenue, Firestone, CO 80504

Dated this 2nd day of January, 2024.

ST. VRAIN WATER AUTHORITY

By: /s/ David Lindsay
Secretary, Board of Directors

Agenda Item 4(d)
Approval of Bills

CURRENT LIST OF BILLS

Black Hills Energy (gas)	\$1,132.49
Collins Cole Flynn Winn Ulmer (legal)	\$1,452.00
Orkin (pest control)	\$150.00
Plummer (engineering)	\$843.75
Ramey (lab work and misc. tools)	\$591.69
Comcast (phone/internet)	\$912.99
DPC Industries (chlorine cylinder rental)	\$40.00
Hydro Resources (injection well step rate test)	\$179,362.91
United Power (Injection PS)	\$470.81
United Power (WTP)	\$3,722.64
24K Cleaning Services (office cleaning)	\$602.00
CorKat (Managed IT services)	\$1,438.50
HACH (equipment calibration and service)	\$6,748.00
Ramey (operations services)	\$10,598.60
USA Blue Book (lab equipment and drum pump)	\$179.65

Agenda Item 4(f)

RESOLUTION 2024-02

ST. VRAIN WATER AUTHORITY

BOULDER, LARIMER, AND WELD COUNTIES, COLORADO

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ST. VRAIN WATER AUTHORITY APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE ST. VRAIN WATER AUTHORITY AND NEW IPT, INC.

WHEREAS, the Board of Directors (“Board”) of the St. Vrain Water Authority (“Authority”) has the power and authority pursuant to its Establishing Agreement and C.R.S. 29-1-204.2 *et. seq.*, to enter into contracts and agreements effecting the affairs of the Authority; and

WHEREAS, the Authority will be operating a reverse osmosis water treatment plant, deep injection well, and related facilities (“Water Treatment Facilities”); and

WHEREAS, the Authority has requested and received a proposal from New IPT, Inc., a Delaware corporation (“New IPT”) to perform professional services for the Reverse Osmosis Waste Brine Disposal Well in the Water Treatment Facilities; and

WHEREAS, the Authority has been presented with an Agreement for Services (“Agreement”) whereby New IPT will provide the services in the Scope of Work attached to the Agreement which is acceptable to the Authority; and

WHEREAS, the Authority’s Board, after reviewing New IPT proposal and the Agreement, desires to enter into the Agreement with New IPT for professional services for the Reverse Osmosis Waste Brine Disposal Well in the Water Treatment Facilities.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Directors of the St. Vrain Water Authority that:

1. **Approval of Agreement.** The Agreement between the Authority and New IPT in substantially the form attached hereto as Exhibit 1 is hereby approved. The Authority’s President and Secretary, or if one or both of them are unavailable, any other appropriate officer of the Authority is hereby authorized to execute the Agreement by and on behalf of the Authority.

PASSED, APPROVED AND ADOPTED this 8th day of January, 2024 by the Board of Directors of the St. Vrain Water Authority by a vote of _____ FOR and _____ AGAINST.

ST. VRAIN WATER AUTHORITY

By: _____
Julie Svaldi, President

Attest:

Dave Lindsay, Secretary

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this ____ day of _____, 2024, to be effective as of the ____ day of _____, 2024 (“Effective Date”), between the **ST. VRAIN WATER AUTHORITY**, a political subdivision of the State of Colorado (“Authority”), whose address is 9950 Park Avenue, Firestone, Colorado 80504 and **NEW IPT, INC.**, a Delaware corporation, (“Contractor”), whose local address is 1707 Cole Blvd., Suite 200, Golden, CO 80401. Authority and Contractor may hereinafter singularly be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Authority was established for the purpose of developing potable water treatment systems and facilities that are capable of furnishing a potable water supply for the benefit of the Authority’s members, and their constituents, and end users; and

WHEREAS, in furtherance of that purpose, the Authority operates a reverse osmosis water treatment plant, deep injection well, and related facilities (“Water Treatment Facilities”) having an initial capacity of treating up to 1.5 million gallons per day of water, and having the capability of being expanded in phases in future years to a water treatment capacity of 5 million gallons per day; and

WHEREAS, the Authority is in need of obtaining professional services for the Water Treatment Facilities, specific to the **Reverse Osmosis Waste Brine Disposal Well** (“Project”); and

WHEREAS, at the request of Authority, Contractor submitted a proposal for the Project; and

WHEREAS, Contractor represents that it has the personnel and expertise necessary to perform the Project in a competent and timely manner; and

WHEREAS, the Authority’s Board of Directors, after reviewing Contractor’s proposal dated _____, 2024, the Authority has decided to retain Contractor to perform the Project upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises set forth herein, Authority and Contractor agree as follows:

1. **Scope of Work**. Contractor shall perform the work, as more particularly described in **Exhibit A** (consisting of 1 page) and incorporated herein by this reference

("Scope of Work"), together with all necessary labor, materials, scheduling, procurement, and related work and services as may be necessary and reasonably inferable from the Scope of Work to complete the totality of the obligations imposed upon Contractor by this Agreement (collectively the "Services" or the "Project"). The Scope of Work describes Services to be provided.

2. **Notice to Proceed.** As soon as practical, after Authority has received satisfactory certificates of insurance as required by paragraph 16 below, Authority shall issue a written Notice to Proceed to Contractor.

3. **Completion Date.** Contractor shall give this Agreement and the Services to be performed hereunder such priority as is necessary to cause the authorized Services to be timely and promptly performed in accordance with the time periods contemplated or expressly provided for in the Scope of Work and in future Work Orders. At any time during the term of this Agreement, Authority may request, and Contractor shall, within twenty (20) days of such request, submit for Authority's approval a written schedule for the completion of the work which comprises the Project. Unless delayed by acts or the failure to act of Authority or other causes beyond the control of Contractor, and without extending any deadline established elsewhere in this Agreement, all Services shall be completed to the Authority's reasonable satisfaction and all deliverables that are a part of the Project shall be delivered to the Authority.

3.1 **Deliverables.** Without in any way limiting the deliverables as described in the Scope of Work, Contractor shall provide the Authority with an electronic and up to one (1) hard copy of all final product documents and reports prepared by Contractor pursuant to this Agreement. In addition, all deliverables shall comply with such reasonable requirements as the Authority may establish from time to time, provided those requirements are communicated in writing to Contractor as part of specific Work Orders.

4. **Responsibility for Services.** The Authority shall not supervise the work of Contractor or instruct Contractor on how to perform the Services. Contractor shall be fully responsible for the professional quality, technical accuracy, timely completion, and coordination of the Services including all work and reports that are a part thereof, whether such work is performed directly by Contractor or by any subcontractor hired by Contractor and approved by Authority in accordance with paragraph 12 below. Without entitling Contractor to additional compensation and without limiting Authority's remedies, Contractor shall promptly remedy and correct any errors, omissions, or other deficiencies in the Services. Contractor warrants that all Services provided under this Agreement shall be performed with competence and in accordance with the standard of care of Contractor's profession prevailing in Colorado.

5. **Compensation.** Authority shall compensate Contractor and amount not to exceed \$180,000.00 in accordance with Contractor's hourly rates and reimbursable costs

as set forth on **Exhibit B** (consisting of 1 page) as attached hereto and incorporated herein by this reference, which may be updated periodically with approval of the Authority.

(a) Compensation for Services will be billed monthly to the Authority at the rates identified in **Exhibit B**.

(b) The compensation to be paid Contractor under this Agreement is entire and complete and includes any and all reimbursable and other costs as set forth, and only as set forth, on **Exhibit B**. Contractor further represents and agrees that except as set forth on **Exhibit B** the reimbursable costs to Contractor together with any approved subcontractor costs are at Contractor's actual cost and do not include any additional mark-up whatsoever. It is understood and agreed that Contractor will contract with and pay directly any and all approved subcontractors retained by Contractor for any Services or portion thereof provided under this Agreement.

(c) **Rates and Employee Categories.** **Exhibit B** sets forth the projected man hours for the work, and the hourly rates and category of Contractor's employees that are expected to perform the work under this Agreement. Contractor agrees that all labor performed hereunder shall be performed for an hourly rate and by the category of employee identified on **Exhibit B**, except that if any work is performed by an employee whose hourly rate is less than the rate described on **Exhibit B**, Authority shall be charged the lesser rate. Further, should any employee's job category or classification change during the term of this Agreement, that change shall not, in any way, affect or modify the employee's billing rate under this Agreement unless the billing rate has been reduced as a result of such job reclassification, in which case the reduced billing rate shall be applied for purposes of the invoices submitted to the Authority.

6. **Method of Payment.** Contractor shall provide an invoice no later than the tenth (10th) day of each month for Services completed through the last day of the preceding month. Each invoice shall be submitted only for those Services actually performed during the period for which the invoice is submitted. Contractor shall submit with each invoice such supporting documentation as Authority may reasonably request. Each invoice submitted by Contractor shall constitute a representation to Authority that the Services are completed to the point as represented in the billing invoice. Unless Contractor does not properly perform the Services, invoices will be paid within thirty (30) to forty-five (45) days after receipt. Authority shall have the right to refuse to pay all or any portion of an invoice that is inconsistent with this Agreement. Authority may delay payment until it can verify the accuracy of an invoice, obtain releases or waivers with respect to Services covered in the invoice, or resolve a dispute with Contractor regarding an invoice.

7. **Conflict of Interest.** Contractor agrees that it shall not accept any employment during the term of this Agreement that creates a potential conflict of interest

or compromises the effectiveness of Contractor or otherwise interferes with the ability of Contractor to perform the Services required by this Agreement.

8. **Records and Audits.** Contractor shall at all times maintain a system of accounting records in accordance with its normal billing procedures, together with supporting documentation for all work, purchases, Services and billings under this Agreement. Contractor shall make available for audit and reproduction by Authority all records, in whatever form, related to the Services. Contractor shall provide such availability during the term of this Agreement and for two (2) years after final payment. Contractor shall refund to Authority any charges determined by Authority's audit to be inconsistent with this Agreement.

9. **Confidentiality of Information.** Except as required by law or as is necessary for the performance of the Services, Contractor shall retain in strictest confidence all information furnished by Authority and the results of any reports or studies conducted as a result of this Agreement, along with all supporting work papers and any other substantiating documents. Contractor shall not disclose such information to others without the prior written consent of Authority's representative. Notwithstanding the foregoing, Contractor shall have no confidentiality obligation with respect to information that: (i) becomes generally available to the public other than as a result of disclosure by Contractor or its agents or employees; (ii) was available to Contractor on a non-confidential basis prior to its disclosure by Authority; and (iii) becomes available to Contractor from a third party who is not, to the knowledge of Contractor, bound to retain such information in confidence.

10. **Ownership of Work Product and Documents.** All printed materials and electronic documents produced as a result of the Services performed under this Agreement shall be the sole property of Authority after payment to Contractor and may not be used, sold or disposed of in any manner without prior written consent of Authority's representative. All documents applicable to the work identified in the Scope of Work shall be delivered and turned over to Authority as and when such work is completed; provided, however, that under no circumstances shall any printed or electronic material, or other documents produced as a result of the Services performed under this Agreement be retained by Contractor from and after the date Contractor has been paid in full all monies due Contractor hereunder. Notwithstanding the foregoing, Contractor may retain a copy of all printed material, electronic or other documents prepared under this Agreement.

11. **Changes in Services.** The Authority shall have the right to order non-material additions, deletions, or changes in the Services at any time, so long as such changes are within the Scope of Work covered by this Agreement. Requests for material changes in the Services may be made by Authority's representative orally or in writing; provided, however, that oral requests shall be confirmed by a written request within ten

(10) days after the oral request. If Authority directs Contractor to proceed with the material change, Contractor shall be paid for the change as agreed to by the Parties.

12. **Approval of Subcontractors.** Contractor shall not employ any subcontractor without the prior written approval of Authority's representative, nor shall Contractor assign any rights or obligations under this Agreement in whole or in part without the Authority's prior written approval which may be withheld for any reason. Contractor shall be responsible for the coordination, accuracy, and completeness of all Services in accordance with generally accepted principles and practices of Contractor's profession, regardless of whether the Services are performed by Contractor or one or more subcontractors. Contractor shall endeavor to bind any of its approved subcontractors, if any, to the terms of this Agreement. In the event that any subcontractor is unwilling or unable to comply with any term or provision of this Agreement, Contractor will inform Authority of the specific term or provision at issue. Authority may accept the lack of compliance to the terms of this Agreement on the part of the subcontractor or may request that a different subcontractor be retained. This Agreement may be terminated by Authority if subcontracted or assigned, either in whole or in part, by Contractor without the express written consent of Authority's representative.

13. **Independent Contractor.** In the performance of the Services, Contractor shall be, for all purposes, an independent contractor and not an employee or agent of Authority. Contractor and its employees and subcontractors shall in no way represent themselves to third parties as agents or employees of Authority.

14. **No Unemployment Insurance or Workers' Compensation Benefits.** Contractor agrees that it is not entitled to unemployment insurance or workers' compensation benefits as a result of performance of the Services for Authority. Contractor is required to provide workers' compensation and unemployment insurance benefits for its employees and/or subcontractors as required by law.

15. **Payment of Taxes.** Contractor is solely liable for any federal, state, and local income and withholding taxes, unemployment taxes, FICA taxes and workers' compensation payments and premiums applicable to the performance of the Services under this Agreement. Contractor shall indemnify Authority for any liability resulting from nonpayment of such taxes and sums.

16. **Insurance.** Neither Contractor nor any subcontractor, agent, or employee thereof, shall continue work on any Services until the following minimum insurance coverages have been obtained:

(a) **Workers' Compensation Insurance.** Contractor and each subcontractor, if any, shall carry workers' compensation insurance to cover liability under the laws of the State of Colorado in connection with the Services performed

pursuant to this Agreement. Contractor and each subcontractor shall carry separate policies.

(b) **Commercial General Liability Insurance.** Contractor and each subcontractor, if any, shall carry commercial general liability insurance, which shall include blanket contractual liability coverage. Such insurance shall be in an amount \$2,000,000 per occurrence for bodily injury and property damage.

(c) **Automobile Liability Insurance.** Contractor and each subcontractor, if any, shall carry automobile liability insurance to include owned, non-owned and hired vehicles used in the performance of Services under this Agreement. Such insurance shall be in the amounts \$2,000,000 per occurrence for bodily injury and property damage.

(d) **Professional Liability Insurance.** Contractor and each subcontractor, if any, shall carry professional liability insurance in the amount of \$2,000,000 per claim and aggregate limit, unless an alternate amount is agreed to in writing by the Authority.

The required commercial general liability and automobile policies shall: (i) name the Authority as an additional insured for coverage only, with no premium payment obligation; (ii) provide a cross-liability/severability of interest clause; and (iii) provide that the coverage for the Authority will not be impaired by Contractor's or any subcontractor's failure to comply with any of the terms or conditions of the policy.

Contractor and each subcontractor, if any, shall provide certificates of insurance (and renewals thereof) identifying this Agreement and demonstrating that the required coverages have been obtained. Contractor shall not allow any subcontractor, agent, or employee to commence work until appropriate certificates of insurance have been obtained and approved by the Authority. The coverages specified in each certificate of insurance shall not be terminated, reduced, or modified without providing at least thirty (30) days prior written notice to the Authority.

17. **Compliance with Laws and Workers Without Authorization.** In performing this Agreement, Contractor shall comply with all applicable laws, rules and regulations, including but not limited to all federal, state and local laws.

18. **Communications.** It is understood by Authority and Contractor that successful progress under this Agreement requires frequent, concise, and documented communication between the Party's representatives. Authority hereby designates Dave Lindsay, as Authority's representative, who may give information to and receive information from Contractor. Authority may change its designated representative or add additional representatives from time to time.

Contractor hereby designates Neel Duncan, as Contractor's representative who may give information to and receive information from Authority and may separately bind Contractor. Contractor may change its designated representative only with the prior written approval of Authority. Each designated representative shall have full authority to not only accept and receive information but also to accept notices, give approvals and to fully represent its respective Party for all purposes under this Agreement.

19. **Liability.** Contractor agrees to provide a defense and pay any damages and costs for any liability or claim of whatsoever kind or nature arising in any way out of this Agreement, to the extent caused by any negligent or wrongful act or omission of Contractor, or Contractor's officers, agents, or employees, or any of Contractor's Subcontractors, or their officers, agents or employees. This paragraph 19 shall survive termination of this Agreement.

20. **Acceptance Not a Waiver.** The Authority's approval of studies, drawings, designs, plans, specifications, reports, computer programs and other work or material shall not in any way relieve Contractor of responsibility for the technical accuracy of the Services. The Authority's approval or acceptance of, or payment for, any Services shall not be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement.

21. **Termination or Suspension.** The Authority reserves the exclusive right to terminate or suspend all or a portion of the Services under this Agreement by giving fourteen (14) days written notice to Contractor. If any portion of the Services shall be terminated or suspended, the Authority shall pay Contractor equitably for all services properly performed pursuant to this Agreement. If the work is suspended and Contractor is not given an order to resume work within sixty (60) days from the effective date of the suspension, this Agreement will be considered terminated. Upon termination, Contractor shall immediately deliver to the Board any documents then in existence, that have been prepared by Contractor pursuant to this Agreement.

22. **Default.** Each and every term and condition of this Agreement shall be deemed to be a material element of this Agreement. In the event either Party shall fail or refuse to perform according to the material terms of this Agreement, such Party may be declared in default by the other Party by a written notice.

23. **Remedies.** In the event a Party has been declared in default, such defaulting Party shall be allowed a period of fifteen (15) days within which to correct or commence correcting the default. In the event that the default has not been corrected or begun to be corrected, or the defaulting Party has ceased to pursue the correction with due diligence, the Party declaring default may elect to (i) terminate this Agreement and seek damages; (ii) treat the Agreement as continuing and require specific performance; or (iii) avail itself of any other remedy at law or in equity. In the event Contractor fails or neglects to perform the Services in accordance with this Agreement, the Authority may

elect to correct such deficiencies and charge Contractor for the full cost of the corrections.

24. **Term.** Unless sooner terminated in accordance with the provisions of paragraph 21 above, this Agreement shall remain in effect until December 31, 2024, at which time the Agreement shall terminate and be of no further force and effect, except as to those provisions which expressly survive termination, including but not limited to paragraphs 8, 9, 10, and 19.

25. **Force Majeure.** The Parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement caused by acts of God, flood, fire, war or public enemy or the failure of Authority to furnish timely information or to approve or disapprove Contractor's instruments of service within a reasonable period of time.

26. **Assignment.** Subject to the provisions of paragraph 12, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. This Agreement is intended to benefit only the Parties and neither subcontractors nor suppliers of Contractor nor any other person or entity is intended by the Parties to be a third-party beneficiary of this Agreement.

27. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado.

28. **Notice.** All notices required or given under this Agreement shall be in writing and shall be deemed effective: (i) when delivered personally to the other Party; or (ii) seven (7) days after being deposited in the United States mail, first-class postage prepaid, properly addressed as follows; or (iii) when sent by facsimile transmission and receipt is confirmed by return facsimile transmission.

If to Contractor:

Brian Ervine, Managing Director
New IPT, Inc.
1707 Cole Blvd., Suite 200
Golden, Colorado 80401

With a copy to:

If to Authority:

Dave Lindsay, Secretary
St. Vrain Water Authority
9950 Park Avenue
Firestone, Colorado 80504

And a copy to:

Timothy J. Flynn
Collin Cole Flynn Winn Ulmer, PLLC
165 South Union Boulevard, Suite 785
Lakewood, Colorado 80228

Or such other persons or addresses as the Parties may designate in writing.

29. **Governmental Immunity.** The Parties understand and agree that the Authority is relying upon, and has not waived, the monetary limitations of \$424,000 per person, \$1,195,000 per occurrence, and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 *et seq.*, C.R.S., as it may be amended from time to time.

30. **Entire Agreement.** This Agreement constitutes the entire agreement between the Authority and Contractor and replaces all prior written or oral agreements and understandings. It may be altered, amended, or repealed only by a duly executed written instrument.

31. **Effective Date.** This Agreement shall be effective as of the date and year set forth above.

AUTHORITY:
ST. VRAIN WATER AUTHORITY, a political
subdivision of the State of Colorado

By: _____
Julie Svaldi, President

This Agreement is accepted by:

CONTRACTOR:
NEW IPT, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

By execution, signer certifies that he/she is authorized to accept and bind Contractor to the terms of this Agreement.

EXHIBIT A

Town of Firestone SWD #1- 2024 Work Order						
Item	Frequency	Rate	Time Per Instance	Cost Per Instance	Total Cost	
	[#/yr]	[\$/hr]	[Hr]	[\$]	[\$]	
Tank Battery						
Inspections	12	250	1.75	437.50	5,250.00	
SPCC Compliance Review	4	275	2	550.00	2,200.00	
Injection Skid						
Inspections	12	250	2.75	687.50	8,250.00	
Skid Performance Monitoring	12	275	3.00	825.00	9,900.00	
* Programming Changes Project	1	275	10.00	2,750.00	2,750.00	
Well						
Inspections	12	250	2.5	625.00	7,500.00	
Injection Data Review	24	275	1	275.00	6,600.00	
Hall Plot Analysis w/ Relative Skin Analysis	12	275	4	1,100.00	13,200.00	
Falloff Test						
Completions Setup	1	250	10	2,500.00	2,500.00	
Wellsite Supervision	1	2000	3	6,000.00	6,000.00	
Monitoring during test	1	275	10	2,750.00	2,750.00	
Falloff Test Analysis	1	275	30	8,250.00	8,250.00	
* Operational Analysis for Green Acid and Design	1	275	45	12,375.00	12,375.00	
EPA Reporting / Communications						
Regulatory Staff	4	225	15	3,375.00	13,500.00	
Engineering Staff	4	275	10	2,750.00	11,000.00	
Geology / Seismic Analysis	4	275	15	4,125.00	16,500.00	
Communications with EPA	4	275	5	1,375.00	5,500.00	
* Change of Operator						
* Regulatory Staff	1	225	10	2,250.00	2,250.00	
* Engineering Staff	1	275	5	1,375.00	1,375.00	
* MAIP EPA Follow-up	1	275	25	6,875.00	6,875.00	
* 2023 MAIP Data Analysis Carry-Over					8,541.90	
* Initial Falloff Test Design EPA Communications	1	275	15	4,125.00	4,125.00	
Water Authority Meetings	4	275	4	1,100.00	4,400.00	
Estimated Mileage	26	2	93	186.00	4,836.00	
				Item Total=	166,427.90	
				Contingency=	13,572.10	
				Total=	180,000.00	

*Items are One-Time

EXHIBIT B

Description	Price
Regulatory	\$225/hr
Geology	\$275/hr
Engineering	\$250/hr - \$275/hr
Wellsite Supervision ^{1,2} – 12-hour day and night shifts.	\$1,900/shift
Mileage	\$2/mile
Meal per diem	\$50/person/shift
Safety and Technology Charge	\$50/person/shift

1. Expenses are billed at actual cost. Travel days are billed at the shift rate.
2. Travel and/or work on the 4th of July, Thanksgiving, the day after Thanksgiving, Christmas Eve or Christmas day is considered a holiday for our field personnel and the client will be charged at double the day rate

Agenda Item 4(g)

RESOLUTION 2024-03

ST. VRAIN WATER AUTHORITY

BOULDER, LARIMER, AND WELD COUNTIES, COLORADO

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ST. VRAIN WATER AUTHORITY APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE ST. VRAIN WATER AUTHORITY AND AUTOMATION & ELECTRONICS, INC.

WHEREAS, the Board of Directors (“Board”) of the St. Vrain Water Authority (“Authority”) has the power and authority pursuant to its Establishing Agreement and C.R.S. 29-1-204.2 *et. seq.*, to enter into contracts and agreements effecting the affairs of the Authority; and

WHEREAS, the Authority will be operating a reverse osmosis water treatment plant, deep injection well, and related facilities (“Water Treatment Facilities”); and

WHEREAS, the Authority has requested and received a Work Order from Automation & Electronics, Inc., a Wyoming corporation (“A&E”) to perform Injection Well Annulus Pressure Gage, Trend Logging and Pump Train Queuing work (“Services”) in the Water Treatment Facilities; and

WHEREAS, the Authority has been presented with the Work Order for the Services (“Work Order”) whereby A&E will provide the Services which is acceptable to the Authority; and

WHEREAS, the Authority’s Board, after reviewing A&E Work Order, desires to authorize the Services with A&E in the Water Treatment Facilities.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Directors of the St. Vrain Water Authority that:

1. **Approval of Agreement.** The Work Order between the Authority and A&E in substantially the form attached hereto as Exhibit 1 is hereby approved. The Authority’s President and Secretary, or if one or both of them are unavailable, any other appropriate officer of the Authority is hereby authorized to approve the Services by and on behalf of the Authority.

PASSED, APPROVED AND ADOPTED this 8th day of January, 2024 by the Board of Directors of the St. Vrain Water Authority by a vote of _____ FOR and _____ AGAINST.

ST. VRAIN WATER AUTHORITY

By: _____
Julie Svaldi, President

Attest:

Dave Lindsay, Secretary

PENDING

St Vrain Water Authority
DBL January 8, 2024
Automation & Electronics
WO 2024-01



Injection Well Annulus Pressure Gage

- There is a Rosemount digital pressure gage on the well head that measures Annulus pressure. It shows up on the PLC Panel as PIT-2000, but it does not ever show any pressure other than 0.0 psig. I can read it manually at the well head and the digital display shows a pressure (Usually ranges from 0-8 psig). We need the PLC Panel to read the actual pressure. Also, we would like the panel to display this as “Annulus”.

Cost = \$432.00 labor + travel expenses

Trend Logging

- Related to the log discussed above, we would like the system to maintain a trend log for all of those pressure gages.
- We think the system is already maintaining a trend log of the totalizing meter volumes on each train but we would also like it to maintain a trend of the flow rates on both pump trains.

Cost = \$432.00 labor + travel expenses

Pump Train Queuing

- We use minimum and maximum brine tank levels to automate the pumps activating. Right now, the system is set up so that only one pump train is set to respond to the level sensors and the operator changes that manually on the PLC monthly so we exercise both trains. I would like to enhance the programming so that:
 - High Level is reached and starts Lead Train
 - After 30 minutes, if the tanks are not drawn to the Low Level, Lag Train starts.
 - When Low Level is reached, both Trains stop.
 - When High Level is reached, I want the Lead Train to automatically alternate between Train 1 and Train 2 each cycle.
 - If either Train is inoperative or fails to start, the operable train becomes and remains Lead Train until operator re-sets the fault or “down for maintenance” conditions.

Cost = \$720.00 labor + travel expenses

Total estimated cost of WO 2024-01 = \$1,584.00 labor + travel expenses to/from Casper,

WY

Agenda Item 5(a)



St. Vrain Water Authority Monthly Activity Report December 2023

Daily Operations include recording daily flow totals and chemical levels and recording daily process control data. Completion of plant start-up and visual inspection of plant equipment. Collect and analyze daily lab samples. Completion of end of day shutdown and lock up.

12/1/23: Routine site visit.

12/4/23: Routine site visit. Prepping for Sanitary Survey. Compiling paperwork and preparing the site for inspection.

12/5/23: Routine site visit. Prepping for Sanitary Survey. Completing punch list items including removing the cable from the Clearwell Crane that is obstructing the hatch, cutting off recirculation piping at the floor drain to create an air gap, and completing document requests from CDPHE.

12/6/23: Routine site visit. Sanitary Survey preparation including the labeling of equipment and the calibration of analyzers.

12/7/23: Routine site visit. Camera installation company onsite to complete the security camera installation. Finishing labeling on the basins and analyzers.

12/8/23: Routine site visit. Working on EPA report for Dave Lindsay. Provided facility access for the cleaning company.

12/11/23: Routine site visit. Filling interstage basin. Labeled lockers with codes. Continuing work on EPA report. Notified Dave Lindsay about erosion issues onsite.

12/12/23: Routine site visit. Completed general cleaning, including sweeping the plant floors.

12/13/23: Routine site visit.

12/14/23: Routine site visit. Attended Sanitary Survey with CDPHE and REC, Inc personnel.

12/15/23: Routine site visit.

12/18/23: Routine site visit. Added water to the finished water storage tank to boost chlorine residual. Refilled the interstage and Clearwell Basins.

12/19/23: Routine site visit. Checking and adjusting Clearwell chlorine levels. Provided facility access for the cleaning company.

12/20/23: Routine site visit. Dave Lindsay is onsite hanging a plaque. Reviewed Sanitary Survey findings and integrator needs with Dave Lindsay. Completed brine water sampling for EPA.

12/21/23: Routine site visit. Set the plant to run automatically.

12/22/23: Routine site visit.

12/26/23: Routine site visit. Completed walk-through of the facility to ensure proper operation. Orkin onsite for pest control.

12/27/23: Routine site visit. Completed walk-through of facility to ensure proper operation.

12/28/23: Routine site visit. Hach, IT and IWS onsite. IT onsite to work on cameras. Hach onsite for quarterly service visit. IWS onsite to deliver parts.

12/29/23: Routine site visit. HVAC technicians onsite looking at process area heaters, found nine nonfunctional heaters.

St. Vrain WTP Monthly Summary

Monthly Water Totals	December 2023
Raw (MG)	0.31290
Filtrate (MG)	0.30351
Finished (MG)	0.0010
Concentrate (MG)	0
Finished Water Quality	
Average Entry Point Free Chlorine Residual (mg/L)	1.7
Average Entry Point pH (SU)	7.59
Average Entry Point Conductivity (μ S/m)	396
Average Entry Point Fluoride (mg/L)	0.7
Average Entry Point Alkalinity (mg/L)	169