

SPECIAL MEETING NORWOOD WATER COMMISSION

Meeting Minutes For: Thursday, March 27, 2025

Special Meeting starting at: 6:30 p.m.

Meeting at: 1670 Naturita St. Norwood, CO 81423 and Zoom

Call Special Meeting To Order

Tony Daranyi called the meeting to order at 6:32pm

Board Attendance:

Board Chair - Finn Kjome – Present, Via Zoom

Vice Chair - Tony Daranyi - Present

Member - Brad Campbell - Present

Member – Ray Cossey - Present

Member – Jenny Russell – Absent

Member – Ryan Howe – Absent

Staff Attendance:

Administrator Director – Sara Owens – Present

Town Clerk – Amanda Pierce- Absent

Public Works Director – Randy Harris - Absent

Deputy Town Clerk – Becky Hannigan- Present

Board Business

- DOLA Energy Impact Fee Tier 1 Grant for Design and Engineering on the Redundant Line.

The board had a discussion to clarify some items for the redundant line application.

MOTION: Ray Cossey made a motion to approve the DOLA Energy Impact Fee Tier 1 Grant for Design and Engineering on the Redundant Line project.

- a. Brad Campbell seconded.
- b. All others approved. Motion Passed.

Adjourn

MOTION: Ray Cossey made a motion to adjourn at 6:37pm

- a. Brad Campbell seconded.
- b. All others approved. Motion Passed.

NORWOOD WATER COMMISSION
ACCOUNTS PAYABLE MARCH 2025

		NWC Portion	NSD Portion	TON Portion
ACM Excavation	03/05/2025 Repair	\$ 2,045.53	0	0
Amazon.com	Shipping boxes	\$ 51.98	\$ -	\$ -
Caselle	Annual Support	\$ 2,857.67	\$ 2,857.66	\$ 2,857.67
CEBT	Employee Health Insurance	\$ 1,804.20	\$ 945.70	\$ 2,980.70
Clearnetwork	Monthly Service	\$ 60.00	\$ -	\$ -
Coach's Mother	Freight	\$ 134.62	\$ 134.38	\$ -
Deluxe.com	Business Checks	\$ 319.81	\$ -	\$ -
Dufford Waldeck	CCEF Status Report	\$ 228.00	\$ -	\$ -
ESRI	ArcGIS Annual Subscription	\$ 350.00	\$ 350.00	\$ -
Lone Cone Saloon	Water Repair Meals for Public Works	\$ 135.00	\$ -	\$ -
Luke Fourney	Deposit Refund	\$ 4.35	\$ -	\$ -
Madeline Gardner	Refund Overpayment-Home Sold	\$ 65.80	\$ -	\$ -
Mesa County Public Health	E. Coli Testing	\$ 25.00	\$ -	\$ -
Municipal Treatment Equipment	Membrane Sensors/Feight/Rotameter	\$ 2,863.44	\$ -	\$ -
Norwood Pit Stop	Battery/Freight	\$ 81.99	\$ -	\$ -
San Juan Backflow Services	Clark's Market Backflow Test	\$ 145.00	\$ -	\$ -
San Miguel Power	Treatment Plant	\$ 2,523.26	\$ -	\$ -
San Miguel Power	Water Meter	\$ 108.70	\$ -	\$ -
San Miguel Power	Blue Tank	\$ 28.13	\$ -	\$ -
San Miguel Power	Coventry Tank	\$ 28.00	\$ -	\$ -
San Miguel Power	Master Tank	\$ 86.20	\$ -	\$ -
San Miguel Power	162 Gurley Drive	\$ 37.70	\$ -	\$ -
SGM	Engineering	\$ 135.00	\$ -	\$ -
Timberline Ace Hardware	Maintenance Supplies	\$ 149.47	\$ -	\$ -
Town of Norwood - Monthly Wages	Randy Harris	\$ 2,082.57	\$ 1,785.05	
Town of Norwood - Monthly Wages	Cory Columbo	\$ 3,235.61	\$ -	\$ -
Town of Norwood - Monthly Wages	Earl McWilliams	\$ 2,264.35	\$ 1,132.17	
Town of Norwood - Monthly Wages	Shawntel Darby	\$ 1,242.00	\$ 1,242.00	
Town of Norwood - Monthly Wages	Austin Overholt	\$ 1,052.93	\$ 775.42	
Town of Norwood	Amazon.com - Office Supplies Reimbursement	\$ 36.00	\$ 36.00	\$ 161.98
Town of Norwood	FICA - Reimbursement	\$ 755.61	\$ 377.50	
Town of Norwood	Zoom Reimbursement	\$ 60.54	\$ 60.54	\$ 60.55
UNCC	Locates	\$ 1.55	\$ -	\$ -
United Life Insurance	Employee Life Insurance	\$ 6.05	\$ 5.19	\$ 61.34
USA BlueBook	Total Chlorine	\$ 300.00	\$ -	\$ -
Vyanet Security	Video Services	\$ 78.36	\$ 78.36	\$ 78.36
Wendy Crank	Refund Overpayment-Home Sold	\$ 7.24	\$ -	\$ -
West Elk Supply	Cylinder Rental	\$ 150.00	\$ 25.00	\$ -
	TOTAL	\$ 23,496.13	\$ 9,804.97	\$ 6,200.60

**Norwood Water Commission
P.O. box 528
1670 Naturita Street
Norwood CO 81423**

March 26 2025

Kyle William Christ
Po box [REDACTED]
[REDACTED]
Norwood CO 81423

[REDACTED]
[REDACTED]

To Whom it may concern

I Kyle William Christ, owner of lots 8 & 9 in the Hillside Subdivision in Norwood Colorado am making a formal request for a well tap approval. I currently need one well in order to develop a one bedroom one bathroom home that is approximately 575 square feet.

I would also like to request the permission to develop a cistern system on my property, and haul water in the event that my well does not perform to a standard that can support official residency.

I am currently in the process of designing and applying for development permits, of which I am required to have an approved well permit in order to proceed.

I am also in need of a letter of approval from the Norwood Water Commission to send in conjunction with my well permit application in order to get approved from district 4.

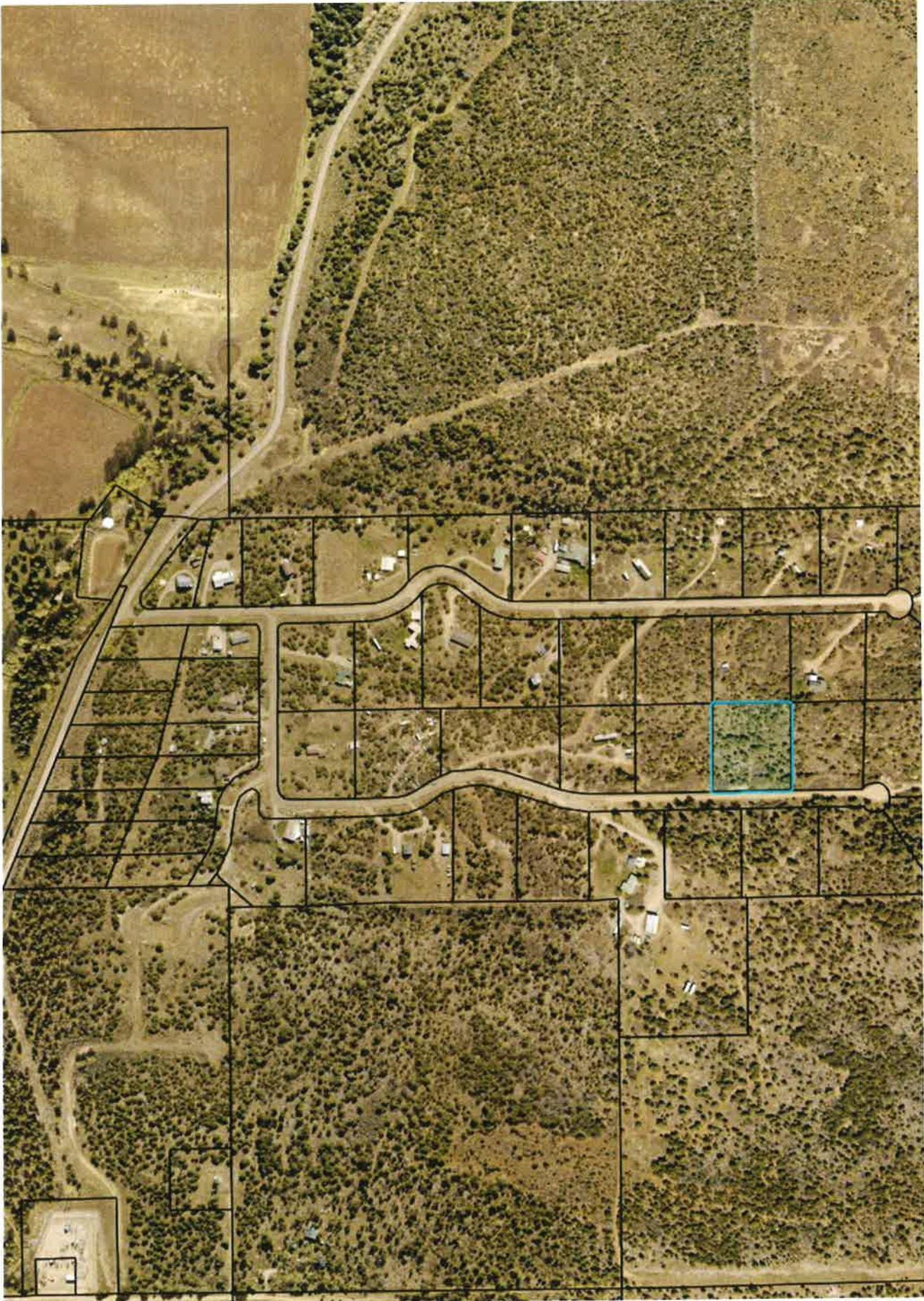
my property parcel ID is 429-53-4302-027 Lot 9
my tax identification is R2030022809

I greatly appreciate your time and efforts concerning this mater

Sincerely,

Kyle William Christ





Office Use Only

RESIDENTIAL Water Well Permit Application

Note: Also use this form to apply for livestock watering
 Review form instructions prior to completing form.

1. Applicant Information

Name of Applicant(s)
 Kyle William Christ

Mailing address
 PO box [REDACTED]

City State Zip Code
 Norwood CO 81423

Telephone # (area code & number) E-mail (online filing required)
 [REDACTED] [REDACTED]@m

6. Use Of Well (check applicable boxes)

See instructions to determine use(s) for which you may qualify

A. Ordinary household use in one single-family dwelling (no outside use)

B. Ordinary household use in 1 to 3 single-family dwellings:
 Number of dwellings: _____

Home garden/lawn irrigation, not to exceed one acre:
 area irrigated _____ sq. ft. acre

Domestic animal and poultry watering (non-commercial)

C. Livestock watering (on farm/ranch/range/pasture)

2. Type Of Application (check applicable boxes)

Construct new well Change source (aquifer)
 Replace existing well Reapplication (expired permit)
 Use existing well Rooftop precipitation collection
 Change or increase use Other: _____

7. Well Data (proposed)

Maximum pumping rate GPM Annual amount to be withdrawn acre-feet

Total Depth Aquifer

3. Refer To (if applicable)

Well permit # Water Court case #

Designated Basin Determination # Well name or #

4. Location Of Proposed Well (SEE INSTRUCTIONS)

Property address (Include City, State, Zip) Check if well address is same as Item 1

Rule 6.2.3 Yes No (see instruction for information) County San Miguel

NE 1/4 of the SW 1/4 Section 34 Township 45 N or S Range 13 E or W P.M. New Me

8. Water Supplier

Is this parcel within boundaries of a water service area? YES NO
 If yes, provide name of supplier: Norwood Water Commission

9. Type Of Sewage System

Septic tank / absorption leach field

Central system: District name _____

Vault: Location sewage to be hauled to: _____

Other (explain) _____

Preferred location format: GPS well location information in UTM format. The following GPS settings are **required:** Format must be **UTM**. Units must be in **meters**. Datum must be **NAD83**. Unit must be set to **true north**.
 Zone 12 or Zone 13.

Easting: _____
Northing: _____

Optional Location Information (must be provided if GPS location is not provided above and Rule 6.2.3 does not apply): distances from section lines:
 _____ feet from the N. or S. Line,
 _____ feet from the E. or W. Line

10. Proposed Well Driller License # (optional):

11. Sign or Enter Name of Applicant(s) or Authorized Agent

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge.

Sign or enter name(s) of person(s) submitting application Date (mm/dd/yyyy)
 Kyle William Christ 03/20/2025

5. Parcel On Which Well Will Be Located (You must attach a current deed for the subject parcel)

A. You must check and complete one of the following:
 Subdivision: Name Hillside Development
 Lot 9 Block _____ Filing/Unit _____
 County exemption (attach copy of county approval & survey)
 Name/# _____ Lot # _____
 Parcel less than 35 acres, not in a subdivision attach a deed with metes & bounds description recorded prior to June 1, 1972, and current deed
 Mining claim (attach copy of deed or survey) Name/#: _____
 Square 40 acre parcel as described in Item 4 (1/4 of the 1/4 is required)
 Parcel of 35 or more acres (attach metes & bounds description or survey)
 Other: (attach metes & bounds description or survey)

B. # of acres in parcel C. Are you the owner of this parcel? If no, list owner.
 1.82 YES NO _____

D. Will this be the only well on this parcel? YES NO (if no – list other wells)

E. Parcel ID# (optional):
 4295-343-02-027

If signing print name

Title

Office Use Only

RESIDENTIAL WELL PERMIT APPLICATION INSTRUCTIONS (Page 2 of 3)

The form must be typed or printed in **DARK INK**. **A current deed for the subject parcel must be attached.** All changes on the form must be initialed and dated. **Attach additional sheets if more space is required. INCOMPLETE, POOR QUALITY, OR ILLEGIBLE FORMS CANNOT BE PROCESSED AND WILL BE RETURNED.** Applications are evaluated in chronological order. **Please allow approximately seven weeks for processing.**

To submit the application you will need to save the completed PDF form and email the PDF to: dwrpermitsonline@state.co.us Once the email is received you will receive an email, in addition to the response, with an attached invoice containing a link to submit payment online via eCheck or credit/debit card. Refer to the "Form Submittal, Payment Options and Fee Schedule" instructions, found under "Important Links" on the Well Permitting page (<https://dwr.colorado.gov/services/well-permitting>) **for further information.** Once the PDF form has been submitted you will receive an email with an attached invoice containing a link to submit payment online. This form will not be processed until the fee has been received. **Fees are nonrefundable.**

FEES: The filing fee for this application is **\$100**. Exceptions are as follows:

1. An application to replace or deepen an existing permitted well, which **does not** have a "-F" or "-R" suffix after the original permit number, into the same source (aquifer) for the same uses is **\$60**.
2. Applications to register an existing well and replace or deepen the well into the same source (aquifer) for the same uses is **\$100 if submitted together.** Use Form GWS-12 for the registration and Form GWS-44 for the replacement. If the intent is only to register an existing well use Form GWS-12. The forms are available from the [eForms Dashboard](#).

USES: This form (GWS-44) is to be used when applying for a permit for the following types of uses:

- A. Ordinary household use inside one single-family dwelling (NO outside water use allowed):** Generally, this is all that can be approved on parcels less than 35 acres, except in areas inside the [Designated Basins](#), limited areas on the Western Slope where the stream system is not overappropriated, for subdivisions under a court approved plan for augmentation that allow outside uses, and for wells constructed into certain [Denver Basin](#) aquifers.
- B. Ordinary household use in 1 to 3 single-family dwellings, irrigation of up to one acre of home garden and lawn, and watering of domestic animals and poultry:** Generally, permits can be approved with residential outside uses in addition to use inside the single family dwelling(s) on parcels of land of 35 or more acres, in areas inside the [Designated Basins](#), limited areas on the Western Slope where the stream system is not overappropriated, for subdivisions under a court approved plan for augmentation that allow outside uses, and for wells constructed into certain [Denver Basin](#) aquifers. The allowed residential uses will vary based on the property size, property location and the proposed aquifer.
- C. Livestock watering on farm, ranch, range, or pasture** (on parcels of 35 or more acres).

ITEM INSTRUCTIONS: (numbers correspond with those on the front of this form)

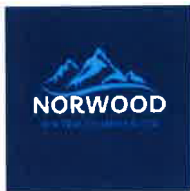
1. **(Applicant Information)** The applicant is the entity for whom the permit is to be issued. Since the well owner is ultimately responsible for the use of the well, their name should be in this area. The mailing address is where the applicant currently receives mail. For wells in a Denver Basin aquifer the Applicant must be the property owner.
2. **(Type of Application)** Check all boxes that apply. **If you check the box for Rooftop precipitation collection, you must also complete and submit Form No. GWS-78.** The form is available from the [eForms Dashboard](#)
3. **(Refer To)** Complete all boxes that apply.
4. **(Location of Proposed Well)** Provide the property address for the parcel on which the well is to be located. If it is the same as the mailing address, check the box that indicates that it is the same. **You must provide the county, ¼ of the ¼, section, township, range and principal meridian (P.M.)** in which the well will be located. You must also provide a point location unless the well qualifies under Rule 6.2.3 of the Water Well Construction Rules (Rule 6.2.3 requires that the point location be provided to the Division of Water Resources by the well driller once the well is drilled). Rule 6.2.3 does not apply in the following circumstances:
 - a. The location is decreed by a water court;
 - b. The well will be drilled in a Denver Basin aquifer;
 - c. Your application is for a permit to use an existing well.

When a point location is required it is recommended the well location be provided using GPS coordinates. The Location Converter tool (available on the DWR website at: <https://dwr.state.co.us/Tools/LocationConverter>) can be used to convert between Latitude/Longitude and UTM coordinates. If a UTM format location is not provided and the well does not qualify under Rule 6.2.3 you must provide the distances from section lines. The required GPS unit settings must be as indicated on this form. Colorado contains two UTM zones. Zone 13 covers most of Colorado. The boundary between Zone 12 and Zone 13 is the 108th Meridian (longitude). West of the 108th Meridian is UTM Zone 12 and east of the 108th Meridian is UTM Zone 13. The 108th Meridian is approximately 57 miles east of the Colorado-Utah state line. On most GPS units, the UTM zone is given as part of the Easting measurement, e.g. 12T0123456. Check the appropriate box. **When a point location is required, and GPS coordinates are not provided, you must specify the Distances of the well from the Section lines.**

RESIDENTIAL WELL PERMIT APPLICATION INSTRUCTIONS (Page 3 of 3)

5. **(Parcel on Which Well Will Be Located)** A current deed for the subject parcel must be attached. If the subject parcel is 35 or more acres, a complete metes and bounds type legal description or surveyor's plat map that references a section point is required to enable us to plot the parcel in our mapping system. If the parcel is less than 35 acres and not in a subdivision, a deed with metes and bounds legal description, **recorded prior to June 1, 1972** is required. Complete Items 5A through 5E (5E is optional). If you answered NO to Item 5C please indicate who the landowner is. If you are under a contract to purchase the subject property, please state this as well. If the parcel is inside the Denver Basin, the application must be in the name of and signed by, or their name entered by, the current landowner.
6. **(Use of Well)** See above comments under USES to determine those uses for which you may qualify, and then check the applicable box or boxes.
7. **(Well Data)** The **maximum pumping rate** is limited to 15 gpm for most residential type well permits. The **annual amount of water to be withdrawn** is a volume measured in acre-feet. One acre-foot equals 325,851 gallons. For ordinary household use inside one single-family dwelling and no outside use, the annual amount will be about 1/3 acre-foot. For ordinary household use in three single-family dwellings, one acre of home garden/ lawn irrigation, and watering of domestic animals, the annual amount will be about 3 acre-feet. For 100 head of livestock, the annual amount will be about 1.35 acre-feet. Please indicate the estimated **depth** of the proposed well. The proposed **aquifer** for the well must be indicated if the well is to be located within the Denver Basin (see Denver Basin Map), the San Luis Valley or in areas where it is believed the well will penetrate a confining layer. Aquifer information should be provided if known, for well locations outside of these areas.
8. The issuance of exempt well permits may depend on the availability of another source of water, pursuant to CRS 37-92-602(6), such as water from a municipality or water district. (Statutes can be accessed through the CDWR web site.) See Guideline 2003-5 for additional information.
9. Check the applicable box, and complete or attach any additional information as requested in this item.
10. Wells must be constructed by a Colorado licensed well driller, or under the "private driller" provision as defined in CRS 37-91-102(12). A listing of licensed well drillers/pump installers is available at <https://dwr.colorado.gov/services/well-construction-inspection>
11. **The well owner must sign or enter their name on the form in the signature block.** If signing as a representative of a company who owns the well, then your title must also be included in the title block. An authorized agent may also sign or enter their name on the application if a letter signed by the applicant or their attorney is submitted with the application authorizing that agent to sign or enter their name on the applicant's behalf. Put the date the application was signed (or name entered) in the date block. Wet or electronic signatures are acceptable. If providing a wet signature type or print the name in the print name block.

If you have questions, contact the Denver Office or the Division Office where the well is located or submit a question at: AskDWR - Residential Well for assistance. Contact information is available from our website at: <https://dwr.colorado.gov/about-us/contact-us>



NORWOOD WATER COMMISSION
 PO Box 528; 1670 Naturita St, Norwood, CO 81423
 Phone: 970-327-4288 www.norwoodtown.com

APPLICATION FOR WATER SERVICE MAIN LINE EXTENSION

PROCEDURE

1. Customer shall submit a completed Application for Water Service, a \$50 Application Fee payable to the "Norwood Water Commission".
2. A \$500 Deposit for Engineer Review is also required. The Applicant is responsible for reimbursing the Water Commission for the Actual Cost of review of the Feasibility Study by the Commission's engineer. If the cost is less than \$500, any balance of the Deposit for Engineer's Review shall be refunded to the Applicant. If the cost is more than \$500 deposit, the Deposit will be applied against the cost of engineering review and the Applicant shall be responsible for the additional cost.
3. The Public Works Director will complete a review of the proposed water line extension and make a determination of service feasibility consistent with the Water Commission's Rules and Regulations and Water Commission's Master Plan. After the Public Works Director's review, the Norwood Water Commission will review your application at their next closest regular meeting after those internal reviews have been complete, for their final approval.
4. Once the Water Commission's approval is decided, you will be required to have a civil engineer of your choosing draw plans from the end of our main line to the end of your proposed service per our Rules and Regulations and Materials and Specifications.
5. Upon a determination and review by Commission's engineer and Public Works Director, that the engineered plans are sufficient, Customer shall submit a Water Service Contract, in a form provided by the Water Commission and pay the applicable Plant Investment Fee(s). The Plant Investment Fee does not include the cost of the acquisition of easement(s), materials or the installation of water main(s), distribution line(s), meter(s), Service Line(s) or first year's maintenance of main and/or distribution line(s). In addition, looping of lines may be required at Developer's expense. You will have 30 days after date of board approval to pay the PIF.
6. A signed Material and Installation Specifications Form will be required by the property owner and contractor prior to final approval. The applicant has 30 days after date of approval to purchase the water tap.

OWNER'S NAME Johanny Lessaro : Paul Newton PHONE # [REDACTED] 08 [REDACTED] 4
 BILLING ADDRESS: P.O. Box [REDACTED]
 EMAIL: [REDACTED]@gmail.com
 WATER SERVICE ADDRESS: 1137 Baggdale Rd. Norwood, CO 81423

Attach vicinity locator map 8.5"X11" of project location

DESCRIBE THE TYPE OF SERVICE REQUESTED, INCLUDE: NUMBER OF BUILDINGS; SIZE OF EACH BUILDING, USE OF EACH BUILDING; IF A MOTEL OR HOTEL, NUMBER OF ROOMS; NUMBER OF BATHROOMS AND THEIR FIXTURES; TYPE OF AND NUMBER OF LAUNDRY FACILITIES; AND TYPE OF AND NUMBER OF OTHER WATER FIXTURES.

NUMBER OF BUILDINGS TO BE SERVED? 1 USE OF BUILDINGS? Residential Home
SIZE OF EACH BUILDING TO BE SERVED? 2024 sq ft

ADDITIONAL ROOM TO DESCRIBE THE TYPE OF SERVICE REQUESTED: _____

Upper Main - 2 Full Bath
Lower Level - 1 Full Bath (Plans TBD - 1 more full or 1/2)
(1) - Kitchen
(1) - Laundry
(2-3) Outdoor spigots

PROPERTY LIEN: In the event a Customer applying for water service pursuant to this application fails to pay the rates, fees, and/or other charges fixed by the Board of the Water Commission for the Connection to and use of the facilities of the Commission, such rates, fees and/or charges due may be certified by the Secretary of the Commission to the County and shall become a lien upon the real property served, and collected as if they were part of the taxes upon said real property.

RULES & REGULATIONS OF THE NORWOOD WATER COMMISSION: All Applicants for water service are deemed to have read the Commission's Rules and Regulations Prior to applying for service. By applying for Commission water service, Customers agree to the terms and conditions contained therein, which are incorporated by reference in this Application.

The facts stated herein are accurate to the best of my knowledge.

Johanne Lessard - Paul Newton
PROPERTY OWNER

3-31-25
DATE

FOR OFFICE USE ONLY – Main line Extension Form

DATE APPLICATION RECEIVED: 3/31/25 APPLICATION FEE PAID PD WITH: Prior on
ENGINEER DEPOSIT RECEIVED: 2/19/25 PD WITH: CASH 6/3/24

DIRECTOR DETERMINATION: Feasible Feasible – Engineer Review Not Feasible

Notes: _____

ENGINEER APPROVAL: Yes - see notes 3" main DATE APPROVED: _____

PIF PAID ON: _____ PD WITH: _____

CONTRACT SIGNED AND COMPLETE MATERIALS/SPECS ACKNOWLEDGED

RECORDS UPDATED ON: _____ BY: _____

60
R8
S1

S 88° 46' 30" E

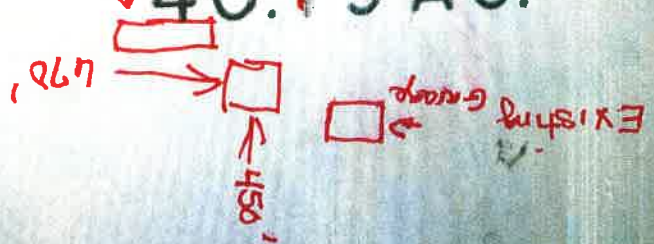
1318.24'

22

SE 1/4 NW 1/4

40.79 AC.

SEPTIC LOCATION



1347.17'

5398.42'

60' ROAD & UTILITY
EASEMENT

S 88° 37' 2" E

1323.38'

Ragsdale Rd

" W

E



TECHNICAL MEMORANDUM

TO: Randy Harris, Norwood Water Commission

FROM: Katie Lindberg, E.I.T., SGM
Justin Kattnig, P.E., SGM

DATE: November 18, 2024

RE: **Norwood Water Commission Modeling Analysis: Tract 22 on Deer Mesa north of Norwood**

This memorandum summarizes results from a modeling analysis which considers adding one tap on Tract 22 to Norwood Water Commission's (NWC's) distribution system. The proposed tap is outlined in **Figure 1**.



Figure 1 Assumed Tap Location (static pressure under MDD conditions)



Figure 2 Pressures under PID Conditions

I. Summary

Key findings and recommendations from the modeling analysis are as follows:

Operating Pressure

Hydraulic modeling was conducted to evaluate the water service conditions for the proposed Tract 22 tap connection in the designated area under both maximum daily demand (MDD) and peak instantaneous demand (PID) conditions. MDD was estimated using unit demands from Norwood Rural Water Commission's 2020 master plan, which indicates a unit demand of 524 gpd/tap. PID was estimated for the Tract 22 tap using the 2021 international plumbing code, which indicated a PID of around 41 gpm.

Static pressure at the proposed residence under MDD is expected to be approximately 65 psig (see **Figure 1**). This pressure is above 20 psig, which is considered the minimum line pressure to protect public health. CDPHE's *Design Criteria for Potable Water Systems* requires a minimum distribution pressure of 35 psig and prescribes a target pressure range between 60 and 80 psig.

Running the model again under a PID scenario at the tap resulted in a minimum pressure of 29 psig which is under the CDPHE's design pressure of 35 psi, indicating that the existing distribution system is not adequately sized to support an additional direct tap. Therefore, it is recommended that a cistern be installed at the proposed residence to preserve existing system pressures and support internal plumbing system design. Cistern taps require a minimum pressure of 35 psig. Cistern installation should be in accordance with the 2018 international plumbing code (IPC) and guidance published by the Colorado Department of Public Health and Environment (CDPHE) (see **Attachment A**). SGM recommends that the cistern be installed with a flow-limiting valve that prevents service flows in excess of 2.5 gpm, which would maximize the service potential of the existing main.

Supply Capacity Analysis

The supply capacity of the existing 3" main underneath Ragsdale road was quantified by calculating the maximum possible flow with a 35 psig residual pressure. Findings indicate

a supply capacity of approximately 32 gpm. This flow rate is insufficient to support a single house at peak instantaneous demand levels but could support multiple cistern-supplied homes.

SGM recommends that cistern fill rates be limited to 2.5 gpm or less. With cisterns and this limit, 12 houses can be supplied from the existing 3" main and proposed 4" main of Ragsdale Road. Review of NWC's 2020 master planning report suggests a recommended minimum cistern capacity of 550 gallons per tap, which corresponds to around one day of maximum daily demand (~524 gpd/tap).

Overall, the modeling results affirm that the proposed service area will have sufficient supply capacity, provided that cisterns are utilized effectively.

Water Age, Nitrification Risk, and Disinfection Byproduct Formation

Constructing the proposed 4" mainline extension would result in a higher water age at the Tract 22 parcel (see **Figure 3**). The average water age in the 4" extension is approximately 47 hours greater than that of the Coventry Tank, and it approaches the maximum water age observed in NWC's upper pressure zones (Zones 4, 5, and 6). To mitigate the risk of nitrification and the formation of disinfection byproducts (DBPs), a 3" mainline extension is recommended. The 3" pipe will have a water age more in line with that of the Coventry Tank, though it should still be monitored for potential nitrification risks.

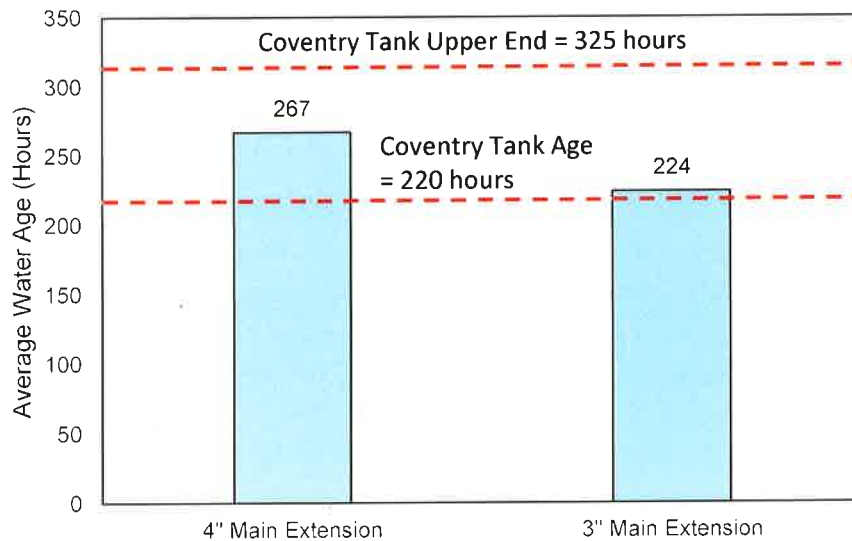


Figure 3 Predicted Water Age at Tract 22 Parcel (4" vs 3" Line Extension)



August 19, 2024

Johanne Lessard
PO Box [REDACTED]
Norwood CO 81423

Regarding: TBD Ragsdale Road Tract #22 – Application for New Water Service

Dear Johanne:

At the regularly scheduled meeting on August 12th, the Norwood Water Commission Board denied a new water tap application due to the need for a main line extension since the location of the tap is beyond our current main line.

Next steps needed are the following:

1. Have a civil engineer of your choosing submit construction plans per our Materials and Specification Requirements to Randy Harris or Amanda Pierce. You and your contractor will need to sign the Materials and Specifications Acknowledgment.
2. Along with your construction plans, we require a Main Line Extension Application with a \$500 engineering deposit. The fee does **not** include the cost of any additional taps, service line installation, any required equipment, including your engineers' cost to draw and edit the plans, road bore or permits that must be acquired prior to the planned installation. Additionally, you will be required to pay any amount over the \$500 deposit that is billed by our engineer.
3. Once Randy Harris and our engineers (SGM) review your plans, the Norwood Water Commission will review your application at their next closest regular meeting after those internal reviews have been complete, for their final approval.

If you, your contractor, or engineers have any questions, please contact myself at 970-327-4288 or Randy Harris at 970-729-0112.

Sincerely,

Amanda Pierce

Administrator

Norwood Water Commission



**Master Agreement for Professional
Services
Norwood Water Commission
Norwood, Colorado**

This Master Agreement for Professional Services is made by and between **Norwood Water Commission (NWC)** of **Norwood, Colorado** hereinafter referred to as "Owner," and **GARVER, LLC**, herein after referred to as "Engineer".

Under this Agreement, the Owner has requested Garver to assist in completing a funding matrix, completing and submitting a funding application, and if granted a funding award managing that financial assistance agreement. The Engineer is under the assumption that the Owner already has a login.gov active account and an active UEI number which are required to submit a grant/loan application with the federal government. If this is not the case and assistance is required to meet those requirements that assistance is currently not part of this scope. Until a funding matrix is completed a decision as to which grant or loan to pursue or how many can't be made, the scope and fee provided here is per application, a state application typically costing less than a federal due to the added requirements that a federal agency typically has in comparison to a state funded program.

Engineer will provide professional services related to these tasks as described herein.

SECTION 1 - SCOPE OF SERVICES

Engineer will provide the following professional services per Appendix A:

Task 1: Grant Research and Identification

Task 1.1: Meet with NWC to determine system improvement priorities

Task 1.2: Identify relevant grant and mixed grant/loan opportunities from federal, state, and other sources that align with NWC's priorities and limitations as a water activity enterprise under TABOR

Task 1.3: Prepare matrix of proposed funding sources for each of the NWC's priorities

Task 1.4: Quality Control Review

Task 2: Grant Proposal Development

Task 2.1: State grant program proposal (fee provided is for one application only)

Task 2.2: State loan program proposal (fee provided is for one application only)

Task 2.3: Federal grant program proposal (fee provided is for one application only)

Task 2.4: Federal loan program proposal (fee provided is for one application only)

Task 2.5: Quality Control Review

Task 3: Grant Management Support (the cost for this task can be included in a grant funding application to cover the cost of managing the grant and does not need to come from NWC outside of the grant)

Task 3.1: Meetings with Commission and State/Federal Program Manager, including a kick-off meeting

Task 3.2: Establish management system for the full life of the financial assistance agreement

Task 3.3: Quarterly Reports

Task 3.4: Financial Reporting, including assistance with invoicing

Task 3.5: State/Federal compliance review assistance

Task 3.6: Preparation and submittal of Final Report

Task 3.7: Quality Control Review

SECTION 2 - PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay Engineer on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay Engineer.

The table below presents a summary of the fee amounts and fee types for this contract. Task 2 is further broken down by state and federal as well as grant and loan applications. This provides clarity as to the cost per proposal written. This cost is assuming that only one would be pursued. If more than one is identified, the total cost would be an average as the information used for a grant application can be used for a loan application without much more labor required. A federal program comes with additional requirements that must be met and provided in an application which requires some more time to prepare than a state program, therefore those costs differ based on that additional time needed to prepare the required documentation for federal programs.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1: Grant Research and Identification	\$11,994	Lump Sum
Task 2: Grant Proposal Development		Lump Sum
Task 2.1: State grant program proposal (fee per proposal)	\$13,908	Lump Sum
Task 2.2: State loan program proposal (fee per proposal)	\$13,908	Lump Sum
Task 2.3: Federal grant program proposal (fee per proposal)	\$21,548	Lump Sum
Task 2.4: Federal loan program proposal (fee per proposal)	\$21,548	Lump Sum
Task 3: Grant Management Support (this cost should be part of the grant application and supported by the grant itself)	\$48,698	Lump Sum
SUBTOTAL for Task 1 and Task 2.1/2.2	\$25,902	Lump Sum
SUBTOTAL for Task 1 and Task 2.3/2.4	\$33,542	Lump Sum
PROJECT TOTAL	\$128,304	Lump Sum

For informational purposes, a breakdown of Engineer 's hourly rate schedule is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay Engineer on a monthly basis, based upon statements submitted by Engineer to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. This Agreement and the applicable rates outlined in Appendix B shall be effective until June 2025.

Additional Services (Extra Work). For work not described or included in Section 2 - Scope of Services but requested by the Owner in writing, the Owner will pay Engineer, for time spent on the project, at the rates shown in Appendix B for each classification of Engineer's personnel (may include contract staff classified at Engineer's discretion) plus reimbursable expenses including butnot limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be effective until June 2025.

SECTION 3 – APPENDICES AND EXHIBITS

3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

3.1.1 Appendix A – Scope of Services

3.1.2 Appendix B – Fee Summary

Amendment No. 10

ERHWSC NCRO BOR Feasibility Study

2 of 3

Garver Project No. W21-2301572

3.1.3 Appendix C – Garver Hourly Rate Schedule

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Agreement, including attachments listed in SECTION 3 - APPENDICES AND EXHIBITS, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon receipt of a copy of this Agreement signed by the Owner. The effective date of this Agreement shall be the last date written below.

Norwood Water Commission

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

March 18, 2025

Jenny Russell
Norwood Water commission
1670 Naturita St.
Norwood, CO 81423

Via email: Jenny Russell

Subject: Proposal to Complete a Grant Services, for the Norwood Water Commission,
1670 Naturita St., Norwood, CO 81423

Dear Ms. Russell:

Pinyon Environmental, Inc. (Pinyon), is pleased to present this proposal to provide grant research, application, and administration services to the Norwood Water Commission (NWC).

The scope of services for the proposed project is provided in Attachment A.

Pinyon estimates the cost to complete this project, in accordance with the outline services, will be a grand total of \$18,460.00. Pinyon will invoice on a time and materials basis in accordance with the attached Schedule of Unit Rates (Attachment B). Pinyon will not begin task No. 2 or task No. 3 until authorized by NWC in writing.

Pinyon will complete the proposed services based on the needs and type of grant services requested. Grant applications can take multiple grant cycles to be funded. Task 3, Grant Management Support which will include grant contracting and administration services will not occur until grants are awarded to the NWC.

To authorize the outlined scope of services, please sign and return one full copy of the attached Consulting Services Agreement, including the General Conditions (initial all pages) and this cover letter. Should you have any questions or require additional information, please do not hesitate to contact me at (303 980-5200) or via email at Schaffer@pinyon-env.com. Thank you for considering Pinyon for your environmental consulting needs.

Sincerely,
PINYON ENVIRONMENTAL, INC.



Brian Schaffer, P.E., CFM
Water Resources Market Manager

Consulting Services Agreement

Client:	Norwood Water commission		
Address:	1670 Naturita St. Norwood, CO 81423		
Phone:	(970) 327-4288		
Email:	Jenny Russell		
Client Contact:	Jenny Russell		
PROJECT DESCRIPTION			
Site Name:	for the Norwood Water Commission		
Site Location:	1670 Naturita St. Norwood, CO 81423		
Scope of Work:	Grant Writing Services		
Fee:	\$18,460.00		
The following attachments are hereby made a part of this AGREEMENT:			
<input checked="" type="checkbox"/>	Pinyon Environmental, Inc. Proposal dated March 18, 2025		
<input checked="" type="checkbox"/>	Attachment A – Scope and Fee		
<input checked="" type="checkbox"/>	Attachment B – 2025 Schedule of Unit Rates		
<input checked="" type="checkbox"/>	Attachment C – General Terms and Conditions		
Norwood Water Commission		Pinyon Environmental, Inc.	
Signature:		Signature:	
Name:		Name:	Karlene Thomas, P.E. FACEC
Title:		Title:	Principal-Strategic Implementation
Date:		Date:	

Attachment A - Scope and Fee

The tasks below are based on those requested by the Norwood Water Commission. All assumptions and deliverables are noted. Italicized language is from the email RFP.

Task 1 Grant Research and Identification

Pinyon will complete the following as requested:

- ▶ *Meet with Commission to determine system improvement priorities.*

Pinyon will meet with the commission via zoom or other online meeting application to discuss commission priorities and possible grant funding sources. It is assumed that this meeting will require approximately 2 hours of time to complete.

- ▶ *Identify relevant grant and mixed loan/grant opportunities from federal, state, and other sources that align with the Commission's priorities and limitations as a water activity enterprise under TABOR.*

Pinyon will explore State and Federal funding opportunities to complete the goals of the Commission as identified and communicated to Pinyon.

- ▶ *Prepare a matrix of proposed funding sources for each of the Commission's priorities.*

Pinyon will complete a list/matrix of potential State and Federal grants available. Since Norwood Water Commission serves both municipal and agricultural water customers multiple funding agencies will be identified.

Deliverable

Matrix showing all identified funding opportunities/sources for up to three priority projects.

Task 2 Grant Proposal Development

Prepare comprehensive grant and mixed grant/loan applications as directed by the Commission including narratives, budgets, and required documentation tailored to each funding opportunity.

Cost estimate for this task includes time to complete a single grant application. If additional applications are made at this time, additional scope may be required. Pinyon recommends that the commission's initial grant application includes funding to complete preliminary engineering studies and grant application funding for additional, larger funding opportunities from Federal agencies. It is anticipated that this initial grant application will be the only one that the Commission will be required to fund.

Deliverable

Pinyon will complete a grant/loan application.

Task 3 Grant Management Support

Assist with compliance requirements, reporting, and communications with grant agencies as needed and directed by the Commission. Where available, funding for grant/loan compliance and reporting should be included in the project's budget.

Pinyon will assist the Commission with grant initiation and administration. The initial grant contracting effort can be substantial depending on the funding agency. The proposed cost includes time to assist with initial approval and contracting and up to 24 months of administration. Some grants have shorter or longer timelines. It is anticipated that this budget will be included with the grant application and award, and costs for this task will not be born by the Commission general funds.

Table 1. Summary of Estimated Costs

<i>Task 1 Project admin and Grant Research and Identification</i>				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Project Controller	1.0	hour	\$130.00	\$130.00
Project Assistant	1.0	hour	\$110.00	\$110.00
Project Manager II	2.0	hours	\$230.00	\$460.00
Project Support	10.0	hours	\$85.00	\$850.00
Task Subtotal				\$1,550.00
<i>Task 2 Grant Proposal Development</i>				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Project Manager II	2.0	hours	\$230.00	\$460.00
Project Assistant	1.0	hour	\$110.00	\$110.00
Project Support	16.0	hours	\$85.00	\$1,360.00
Task Subtotal				\$1,930.00
<i>Task 3 Grant Management Initiation and Support</i>				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Project Assistant	12.0	hours	\$110.00	\$1,320.00
Project Manager II	18.0	hours	\$230.00	\$4,140.00
Project Support	112.0	hours	\$85.00	\$9,520.00
Task Subtotal				\$14,980.00
Project Total				\$18,460.00

Attachment B - Schedule of 2025 Unit Rates

Employee Type	Rate
General Labor Categories	
Assistant Technical Specialist	\$65
Administration	\$80
Project Support	\$85
Project Support I	\$90
Project Support II	\$100
Project Assistant	\$110
Project Assistant I	\$120
Project Controller	\$130
Computer Assisted Drafting	
CAD Assistant	\$90
CAD Assistant I	\$100
CAD Assistant II	\$110
CAD Specialist	\$125
CAD Specialist I	\$140
CAD Specialist II	\$155
CAD Specialist III	\$170
Global Information Systems	
GIS Designer	\$95
GIS Designer I	\$105
GIS Designer II	\$115
GIS Specialist	\$130
GIS Specialist I	\$145
GIS Specialist II	\$160
GIS Specialist III	\$175
Cultural Resources	
Assistant Historian/Archaeology Technician	\$65
Assistant Historian/Archaeology Technician I	\$75
Assistant Historian/Archaeology Technician II	\$85
Assistant Historian/Archaeology Technician III	\$95
Cultural Field Specialist	\$105
Cultural Field Specialist I	\$115
Cultural Resource Specialist	\$125
Cultural Resource Specialist I	\$140
Cultural Resource Specialist II	\$155
Cultural Resource Specialist III	\$180
Cultural Resource Specialist IV	\$205

Employee Type	Rate
Industrial Hygiene	
Regulated Materials Specialist	\$95
Regulated Materials Specialist I	\$105
Regulated Materials Specialist II	\$115
Industrial Hygienist	\$145
Industrial Hygienist I	\$155
Industrial Hygienist II	\$190
Industrial Hygienist III	\$230
Landscape Architecture	
Landscape Designer	\$110
Landscape Designer I	\$125
Landscape Designer II	\$140
Landscape Architect	\$150
Landscape Architect I	\$165
Landscape Architect II	\$190
Landscape Architect III	\$220
General Science and Engineering	
Assistant Field Technician	\$65
Assistant Field Support	\$75
Assistant Field Support I	\$85
Assistant Field Support II	\$100
Field Specialist	\$110
Field Specialist I	\$115
Field Engineer/ Scientist	\$125
Field Engineer/ Scientist I	\$130
Field Engineer/ Scientist II	\$135
Field Engineer/ Scientist III	\$145
Engineer / Scientist	\$155
Engineer / Scientist I	\$170
Engineer / Scientist II	\$200
Engineer / Scientist III	\$250
Engineer / Scientist IV	\$270
Engineer / Scientist V	\$285
Project Management	
Task Manager	\$180
Project Manager	\$200
Project Manager I	\$215
Project Manager II	\$230
Program Manager	\$245

Lump-sum Equipment Charges	
General Field Visits (general projects, asbestos sampling kit [bulk sampling])	\$50/day
Biological Field Visit (includes sub-meter GPS, wetland flags, field notebook, and other incidentals)	\$250/day
Field Visit (Biology CQST Mapping)	\$350/day
Soil Logging/Screening (during drilling/test pits; includes PID or other instruments, GPS, and other incidentals)	\$250/day
Groundwater Sampling (includes YSI field measurements, water level meter, bailers, and other incidentals)	\$250/day
Noise Monitoring	\$250/day
Asbestos Air Monitoring Field Kit	\$115/day
Mileage (passenger car)	Current IRS rate
Outside Expenses (e.g., shipping, rental equipment, travel, subcontractor/subconsultant, laboratory fees)	Cost + 10%
<i>Specialty in-house equipment billed as indicated in project-specific proposals</i>	

Attachment C - General Conditions

1. Services

1.1 General

Pinyon Environmental Engineering Resources, Inc., hereinafter referred to as CONSULTANT, shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment.

1.2 Scope of Services and Fees

The Services to be performed by CONSULTANT and the associated fee estimate are attached hereto and made a part of this AGREEMENT as ATTACHMENT A and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that the fee estimate shown in ATTACHMENT A is on a firm contractual amount except the total fee by the CONSULTANT shall not exceed the estimate unless authorized by the CLIENT. The intent of the Scope of Work and the estimate contained in ATTACHMENT A is to identify the Services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Work.

2. Payments

2.1 Payment for Personnel Services

2.1.1 Payment – Unless otherwise specified in Attachment A, payment for the services rendered by CONSULTANT's personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT's Schedule of Unit Rates,

which is identified, attached hereto, and made a part of this AGREEMENT as ATTACHMENT B.

2.1.2 Chargeable Time – Chargeable time for CONSULTANT'S personnel is that portion of their time devoted to providing services requested by CLIENT. Travel time from CONSULTANT's office to an assigned work site, and return to CONSULTANT's office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT's office at the end of each work day.

2.1.3 Overtime Rates – The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in ATTACHMENT B.

2.2 Payment for Direct Expenses

2.2.1 Payment – Unless otherwise specified in Attachment A, for direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT'S Schedule of Unit Rates, which is identified, attached to, and made a part of this AGREEMENT as ATTACHMENT B.

2.2.2 Direct Expenses – For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which

are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform; special Equipment expenses including the all of the costs associated with the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT's field personnel on or near the Project site, for each day of field assignment away from CONSULTANT's Office; and Other Direct Expenses associated with all services provided hereunder and identified in ATTACHMENTS A and B.

2.3 Payment Conditions

2.3.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.3.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past-due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.3.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any

reasonably contested portion of the invoice until mutually resolved.

2.3.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may after giving seven (7) days written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services.

2.3.5 If CLIENT fails to make payment in full to CONSULTANT within thirty (30) days as provided for herein, then CLIENT agrees that CONSULTANT shall be entitled to all reasonable costs and expenses of collection (pre-and post-judgment) including reasonable attorneys' fees. If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT will initiate filing a lien on the property

2.3.6 The billing rates specified in ATTACHMENT B for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

3. Term of Agreement

3.1 Term

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

This AGREEMENT may be terminated for convenience on thirty (30) days written notice, or for any cause if either party fails substantially to perform through no fault of the other, and does not commence and make a continuing effort to effect correction of such non-performance within seven (7) days of written notice.

3.4 Payment for Work upon Abandonment or AGREEMENT Termination

If CLIENT abandons requested work or terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section 2.

4. General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

4.1.2 While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its

property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall be and remain an independent Consultant and that the employees agents or subconsultant of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder. CONSULTANT shall not be responsible for the supervision of employees, agents or other parties working for the CLIENT.

4.2 Insurance

4.2.1 Upon request from CLIENT, CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT ten (10) days notice of cancellation or change in the insurance coverage shown on such certificates.

4.3 Successors and Assigns

4.3.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners,

successors, executors, administrators, assigns, and legal agreements and obligations of this AGREEMENT.

4.3.2 Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules and regulations relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

4.4.2 Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or

applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT, shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder. CONSULTANT may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CONSULTANT shall retain all common law, statutory or other reserved rights, including the copyright thereto. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or

represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

4.5.3 CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period or thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.6 Ownership of Intellectual Property Rights

All United States and foreign intellectual property rights, including copyright and patent rights, in anything which PINYON creates for the project (including all Work Product) shall be the sole property of PINYON without the payment by PINYON of any further consideration. Notwithstanding any provision of the Copyright Act, specifically the work-for-hire provisions, the joint authorship provisions, and the collective-work provisions, which may cause CLIENT to have sole or joint rights in any copyrights attributable to any

works which PINYON creates while working for CLIENT, any and all copyrightable works prepared either in whole or in part by PINYON under this Agreement shall be deemed created by PINYON pursuant to CLIENT's contract with PINYON, and they are, shall be, or shall become, solely owned by PINYON. CLIENT agrees to assign, and CLIENT does hereby assign, all of CLIENT's right, title, and interest in and to all such works, and any copyrights, patents, or any other intellectual property rights related thereto, to PINYON. In addition, CLIENT agrees to sign all documents reasonably necessary to carry out this assignment. PINYON may copyright or patent any such work in the United States or elsewhere in accordance with applicable copyright and patent law, and the copyrights may be in PINYON's own name. PINYON shall pay all applicable costs related to such copyright or patent applications.

4.7 Severability

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.8 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures according to CONSULTANT's project billing rates, over

and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures, even if CONSULTANT arranges for this service on behalf of CLIENT. For reasons of safety CONSULTANT will not begin work until this has been accomplished.

4.9 Subsurface Investigations

In soils, foundation, ground water, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.10 CONSULTANT's Personnel at Project Site

4.10.1 The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representative or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents

and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have not duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

4.10.2 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.11 Opinions of Cost, Financial Considerations and Schedules

Since CONSULTANT has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, any opinions of probable construction cost provided by CONSULTANT are to be made on the basis of experience and qualifications. These opinions represent the judgement of CONSULTANT; however, the CONSULTANT cannot and does not guarantee that proposals, bids, or construction costs will not vary significantly from opinions of

probable cost. If the CLIENT wishes greater assurance as to likely construction cost, the CLIENT shall employ an independent cost estimator.

4.12 Disposition of Samples and Equipment

4.12.1 Disposition of Samples – No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

4.12.2 Hazardous or Potentially Hazardous Samples and Materials – In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety or the environment as defined by federal, state, or local statutes, regulations or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as handler, generator, transporter, or disposer of said samples and materials.

4.12.3 Contaminated Equipment – All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT.

At CLIENT's expense, such equipment shall be delivered to CLIENT. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

4.13 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.13.1 If CONSULTANT, while performing services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

4.13.2 In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.13.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in

CONSULTANT's sole judgement are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

4.14 Established Business Relationship

CLIENT acknowledges that there is an Established Business Relationship between CLIENT and CONSULTANT, and hereby grants CONSULTANT permission to submit information via facsimile or e-mail to CLIENT's equipment and employees.

4.15 Changed Conditions

If during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with this Agreement.

4.16 Timeliness of Performance

The CLIENT and the CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the ability to complete the services to be provided under this Agreement. CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

5. Professional Responsibility

Amendments to Section 5, if any are included in ATTACHMENT C.

5.1 Standard of Care

CONSULTANT will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

5.2 Limitation of Liability

CLIENT and CONSULTANT have discussed the risks, rewards and benefits of the project and CONSULTANT's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes shall not exceed the total amount of \$50,000, or the total fee paid to CONSULTANT. Such causes include but are not limited to design professional's negligence, errors, omissions, strict liability, breach of contract and breach of warranty. CLIENT understands that dollar limits higher than that indicated above are available. If CLIENT wishes to discuss these other limits and their impact on CONSULTANT's fee, CLIENT should contact CONSULTANT prior to executing this AGREEMENT.

5.3 No Special or Consequential Damages

CLIENT and the CONSULTANT agree that to the fullest extent permitted by law the CONSULTANT shall not be liable to CLIENT for any special, indirect or consequential damage whatsoever, whether caused by the CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its agents, subconsultants, and employees harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder, including the transport or disposal of hazardous samples or contaminated equipment by CONSULTANT on behalf of CLIENT, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; provided that CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its agents, subcontractor, or employees.

5.5 No Third Party Beneficiaries

5.5.1 CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based

upon it. CLIENT agrees that the CONSULTANT's services and work products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party, shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

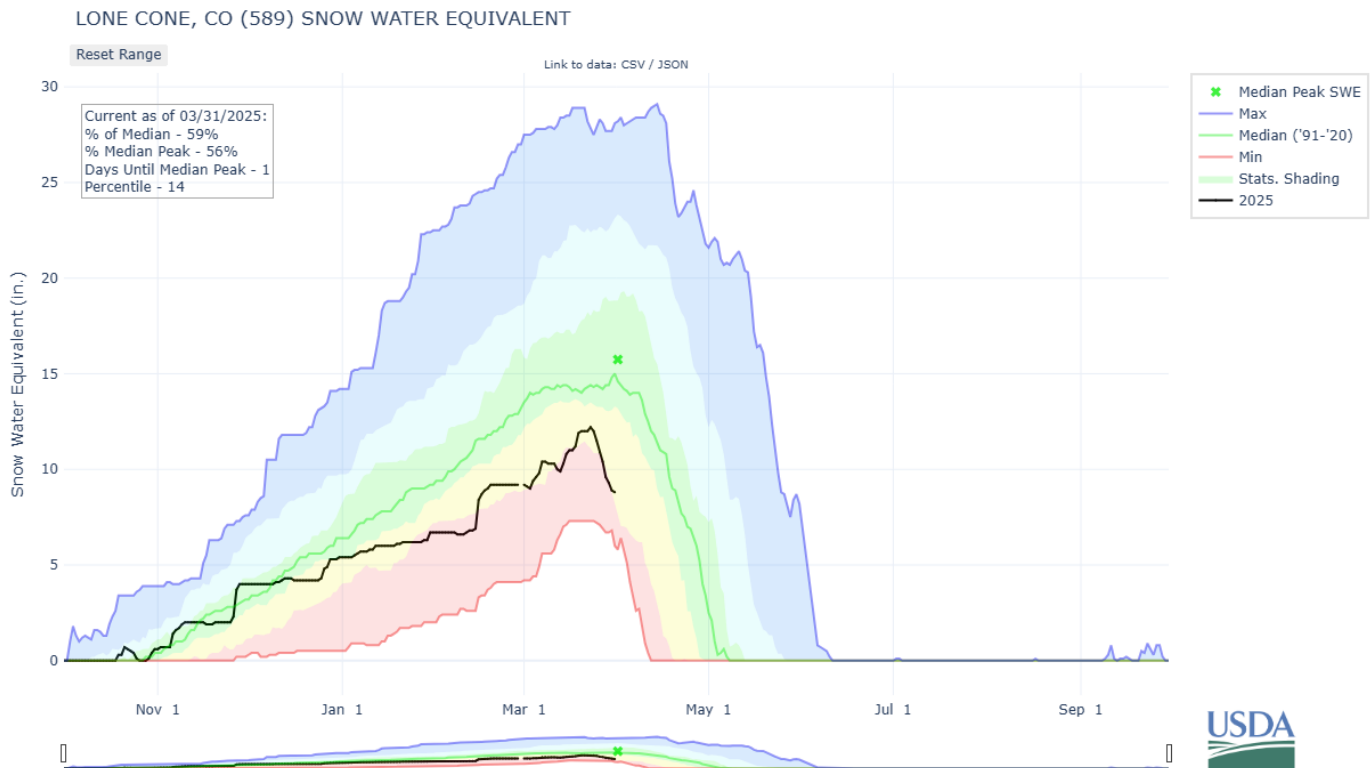
5.5.2 CONSULTANT understands that under some circumstances, CLIENT may require a reliance letter for project financing. CONSULTANT has the right to review and reject any reliance letter language, and the right to limit our liability to any third party involved in the project. As a condition of CONSULTANT providing a reliance letter to a third-party lender, CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold CONSULTANT, its agents, subconsultants, and employees harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court arbitration costs and other liabilities arising out of or resulting from, wholly or in part, CONSULTANT providing such a letter.

6. Governing Law

This AGREEMENT is to be governed by the laws of the State of Colorado.

Subject: Water Supply Outlook - Norwood Area

As requested, I looked at the water supply outlook for the Norwood area to offer my thoughts. As of the end of day on March 30th, the snow water equivalent is 59% of the median SWE for the period 1991-2020. On March 24th, the station was at 84% of normal with 12.0 inches of SWE; as a side note, the entire San Miguel River basin was also at 84%. Notably, there has been a steep decline over the past week and the SWE sits at 8.8” today. This is a large decline in one week and tomorrow, April 1st, is the date of the median SWE peak at this site (no kidding!). There is some moisture forecast for the area over the next few days and temperatures are projected to drop. Perhaps this will result in an increase in SWE. The graph with this information follows:



Based on this information including the 14-percentile rating for the Lone Cone station, supply to Gurleys and the Farmers Ditch will be low this year and could end early in the season. Irrigators should plan for a short supply and hope for rain.

For more information on the state of the snowpack in the west, you can check out the NRCS interactive basin map [HERE](#).

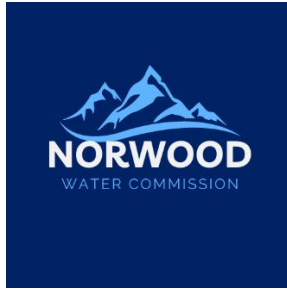
Wish I had better news and I hope this helps with your water supply planning.

Regards,
Eric

Eric A. Bikis, P.G.

Senior Water Resources Consultant





WATER DISPENSER STATION TERMS OF SERVICE

Purpose: The water dispenser station is provided as a *courtesy* to residents living within the extended, special Water Dispenser Station boundaries of the Norwood Water Commission (NWC) and cannot be served with a water tap, unless served by a drip system. The NWC reserves the first right of refusal to offer access to the water dispenser station. The service is not a guarantee and is offered so long as there is available water but could be discontinued upon order of the NWC due to drought or other factors with limited notice.

TERMS OF SERVICE

Service Limitations. Property owners located within the extended, special Water Dispenser Station boundaries of NWC may purchase a Water Dispenser Station swipe card. Proof of the property address (which may include but not limited to, driver's license, a utility bill, property tax notice, lease/rental agreement, etc.) must be provided. A card will be assigned/associated with a physical address. A new account will be opened with a minimum of \$20 water purchase.

Pre-payment on Card. A Board approved maximum of 7,000 gallons per month will be allocated on the card. Only one month at a time will be loaded onto the card (within a 30-day period). Requests for additional water in the same month will not be considered. Payments can be made in person at Town Hall, by calling Town Hall, or by mail. The maximum may be changed at the NWC's discretion with limited notice.

Replacement or Additional Cards. A fee of \$10 per additional or replacement card will be charged.

WATER DISPENSER STATION FEES:

(AS OF ~~03/2024~~ January 2025)

Maximum of \$~~101.50~~111.65 pPer month for 7,000 gallons
(base rate of \$~~14.50~~15.95 per 1,000 gallons)

(Terms Subject to Change)



NORWOOD WATER COMMISSION

PO Box 528; 1670 Naturita St, Norwood, CO 81423

Phone: 970-327-4288 www.norwoodtown.com

APPLICATION FOR NEW WATER DISPENSER STATION CARD

Notice of Conditions for Water Service
from the Norwood Water Commission (the "Commission")
Water Dispenser Station Card Addendum

The Commission has conditionally agreed to provide water service to the Property described below and located within the NWC Service Boundaries pursuant to terms and conditions in the Commission Rules and Regulations and an unrecorded contract between the Commission and _____ dated _____, 2_____.

Among those terms and conditions is the requirement that the Customer's Commission water service be solely from a Commission approved water dispenser and not directly from the Commission's lines. The water dispensed shall not be used for any other reason except those allowed by the Norwood Water Commission's municipal water rights.

I own a water tap on a drip system I do not own a water tap or have a drip system

I have reviewed and hereby agree to the conditions set forth under the Water Dispenser Station.

Date: _____
Property Owner Signature

Property Legal Description or address: _____

Date: _____
Norwood Water Commission Approval

FOR OFFICE USE ONLY	
DATE APPLICATION RECEIVED: _____	CARD #: _____
DATE RECORDS UPDATED: _____	INITIALS: _____