



June 26, 2013

Ben Wade
Office of Water Conservation & Drought Planning
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman Street, Room 721
Denver, CO 80203

SUBJECT: P.O. # OE PDA 13000000067 - ROARING FORK WATERSHED REGIONAL WATER CONSERVATION PLAN – FINAL REPORT AND TIMELINE EXTENSION REQUEST

Dear Mr. Wade:

As of June 26, 2013, the Roaring Fork Watershed Regional Water Conservation Plan MOU Project has reached its 100% of completion benchmark. I am happy to report that we have secured buy-in from all five water providers we targeted for participation in the regional water conservation planning effort! Below is a synopsis of project activity and a request for grant funds disbursement.

100% Project Completion Status Report

The project scope of work as outlined in the original grant included three tasks that build upon CORE's commitment to fulfilling its mission in promoting water efficiency, and in developing a Regional Water Conservation Plan for the Roaring Fork Watershed. The work completed with regard to the primary tasks is as follows:

Task 1: Research, Draft & Finalize MOU

- Research and draft a Memorandum of Understanding for five (5) Stakeholder Water Providers (Aspen, Snowmass, Basalt, Carbondale, Glenwood Springs) to execute as a commitment to participate in the development of a Regional Water Conservation Plan.
 - o **CORE staff and attorney Peter D. Nichols (Berg Hill Greenleaf Ruscitti LLP) collaborated in drafting the MOU and worked together to incorporate several rounds of revisions, as necessary.**
- Engage legal resource to review MOU preparation
 - o **CORE contracted with Peter D. Nichols of Berg Hill Greenleaf Ruscitti LLP. Mr. Nichols participated in several phone calls with CORE staff, drafted the MOU and attended meetings to present the MOU to the Aspen City Council and Glenwood Springs City Council.**
- Revise draft MOU to final copy, as necessary.

- **CORE documented feedback received from staff and decision-makers, and successfully incorporated that feedback into the final draft MOU.**
- Reach consensus among Stakeholder Water Providers on whether there is adequate support to apply for a CWCB Water Conservation Planning Grant to develop the Regional Plan.
 - **Decision-makers at the City of Aspen, the Snowmass Water and Sanitation District, the Town of Basalt, the Town of Carbondale, and the City of Glenwood Springs have agreed to participate in the regional water conservation planning effort, and have given all necessary approvals to execute the final draft MOU.**
 - **Participation among all five providers clearly justifies pursuing the regional plan.**
 - **As such, CORE, in partnership with the Reudi Water & Power Authority and the Roaring Fork Conservancy, now intends to submit a request to the CWCB for a Water Conservation Planning Grant on behalf of the regional partners.**
- Alternatively, reach agreement to pursue independent CWCB Planning Grants for interested stakeholder communities.
 - **This subtask has been deemed unnecessary in light of the information provided above.**

Task 2: Present MOU to Stakeholder Water Providers

- Research and develop a detailed presentation on the general concept and benefits of adopting a Regional Water Conservation Plan.
 - **CORE staff prepared a variety of memoranda and summary documents for use during meetings with elected leaders from the Stakeholder Water Providers. These documents served to frame the presentations and discussions held during those meetings. (Copies are available upon request.)**
- Convene meetings (contact, schedule, conduct) with staff from each of the (5) Stakeholder Water Providers to discuss development of a Regional Water Conservation Plan.
 - **More than two (2) hours were spent scheduling meetings with staff and elected bodies in order to complete the grant.**
 - **As previously reported, CORE staff conducted individual meetings with staff from each of the five (5) Stakeholder Water Providers. A total of 10 hours was spent meeting with these individuals, to introduce the Regional Water Conservation Plan concept and address any concerns raised. We received unanimous support for moving forward with a regional approach at the staff level.**
- Convene meetings (contact, schedule, conduct) with elected boards of each of the (5) Stakeholder Water Providers to secure commitments and execution of the MOU.
 - **A total of ten (10) presentations (double the amount contemplated under our grant scope) were made to the elected boards, and were completed, as noted below:**
 - **City of Aspen – April 1 (Worksession) & April 22, 2013**
 - **Town of Carbondale – April 23 & June 11, 2013**
 - **Snowmass Water & Sanitation District – April 17 & June 19, 2013**
 - **Town of Basalt – May 14 & June 25, 2013**
 - **City of Glenwood Springs – May 16 & June 20, 2013**

- **CORE staff spent several hours in telephone conversations scheduling and preparing for these meetings, and spent well in excess of 10 hours attending and presenting at such meetings (closer to 20 hours, actually).**

Task 3: Grant Reporting

- Communicate results of the community engagement process to CWCB along with plan for next steps (50%, 75% and 100%).
 - **This report completes our 100% progress reporting.**

Disbursement Request

CORE hereby requests disbursement of \$5,400, the full amount approved under *P.O. # OE PDA 13000000067*. All requirements for in-kind contributions have been met or exceeded due to the unanticipated increase in time required to complete the grant's scope of work. Multiple revisions to the MOU, a two-fold increase in the number of public meetings (and associated travel time/expense, report writing & presentation development), and receiving nearly 11 hours of legal assistance resulted in a much greater workload (and cost) than originally contemplated under the grant.

Conclusion and Timeline Extension

In conclusion, CORE and our partners are extremely satisfied with the results of this grant. The project is now complete; however, we are technically requesting your approval of a timeline extension for this final submittal due to this report being filed after our previously approved extension date of June 15th.

The extension is necessary, as a result of scheduling changes for meetings with the Basalt and Glenwood Springs City Councils, and to accommodate an unexpected additional meeting with the Town of Carbondale. These meetings occurred late last week and earlier this week, and our scope of work is now complete.

The final draft of our MOU is attached for your consideration, and, as noted, we have secured final approvals for participation from all five water providers. A fully executed copy of the MOU will be forwarded to the CWCB once all counterparts to the agreement have been received by CORE.

Respectfully submitted,



Jason Haber
Energy Programs Manager
CORE

MEMORANDUM OF UNDERSTANDING
Concerning the Preparation of a
Roaring Fork Watershed Regional Water Conservation Plan

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into effective the last date written below, by and among the City of Aspen (“Aspen”), Snowmass Water and Sanitation District (“Snowmass”), Town of Basalt (“Basalt”), Town of Carbondale (“Carbondale”), the City of Glenwood Springs (“Glenwood Springs”), together these entities are referred to below as “Providers,” and the Community Office for Resource Efficiency (“CORE”). All together these entities are referred to below as “Parties.”

RECITALS

WHEREAS, this MOU is based on all of the Parties’ common interest in the Roaring Fork watershed, water conservation, water planning, and the desire to cooperate to further their individual and common interests; and

WHEREAS, water conservation saves water through practices, techniques, and technologies that extend water supplies and other resources, such as energy; and

WHEREAS, water conservation can free up supplies for other uses, such as population growth, drought needs, recreational uses, and environmental uses, such as instream flows; and

WHEREAS, conserved water that is subject to a water conservation program established through formal written action or ordinance by a municipality is not subject to abandonment under Colorado law, Colorado Revised Statutes § 37-92-103(2); and

WHEREAS, water conservation established through formal written action or ordinance by a municipality does not reduce the “historical consumptive use” (quantity) of water, Colorado Revised Statutes § 37-92-305(3)(c)(I)(B); and

WHEREAS, conserved water can benefit instream flows, rafting, kayaking, recreational in channel diversions, gold medal fisheries, and aquatic life; and

WHEREAS, conserved water can be loaned or leased to the Colorado Water Conservation Board (“CWCB”) for instream flows to preserve or improve the natural environment to a reasonable degree, Colorado Revised Statutes “C.R.S.” §§37-83-105(2) and 37-92-102(3); and

WHEREAS, Aspen and Glenwood Springs are “covered entities” required to prepare and submit water conservation plans to the CWCB for approval pursuant to C.R.S. § 37-60-126; and

WHEREAS, the City of Glenwood Springs has a CWCB-approved water conservation plan; and

WHEREAS, Aspen, Snowmass, Basalt, and Carbondale are interested in water conservation planning to benefit their communities; and

WHEREAS, economics and tourism significantly impact each of the Providers' water demands in the Roaring Fork watershed; and

WHEREAS, the Parties recognize their individual interests in water conservation planning have regional significance within the Roaring Fork watershed; and

WHEREAS, there are community and regional benefits from implementing a Roaring Fork Watershed Regional Water Conservation Plan, such as additional water for drought protection, recreational uses and environmental purposes; and

WHEREAS, the Parties aspire to plan for, develop, and implement significant water conservation within their communities and the Roaring Fork watershed and wish to support the Providers' individual water conservation efforts and prevent the "Tragedy of the Commons" that might result if Providers compete for growth by requiring less water conservation than their neighbors; and

WHEREAS, water conservation may include demand management activities that share many common elements that are amenable to regional investigation, including:

1. Foundational activities, such as water efficiency pricing and tap fees;
2. Targeted technical assistance and incentives, such as water efficient fixtures and appliances, low water use landscapes, and water efficient commercial and industrial water using process through incentives;
3. Ordinances and regulations; such as water wasting policies, watering restrictions, new construction regulations, and time of sale regulations;
4. Educational activities, such as one-way, one-way with feedback, and two-way; and

WHEREAS, the selection of water conservation activities is a four-step process involving:

1. *Assessment* of community-specific water conservation activities, water supply and service area;
2. *Identification* of potential water conservation activities that are compatible with community systems and needs;
3. *Qualitative screening* of potential water conservation activities;
4. *Evaluation and selection* of final activities for implementation; and

WHEREAS, regional cooperative identification, screening and evaluation of water conservation and demand management activities may facilitate selection and implementation by individual Providers; and

WHEREAS, the Providers may be able to implement elements of their individual water conservation plans more easily and more successfully if they are common components of a Roaring Fork Watershed Regional Water Conservation Plan; and

WHEREAS, public and stakeholder involvement can improve the quality, community support and implementation of water conservation plans, and regional planning can complement and enhance public and stakeholder involvement; and

WHEREAS, public opinion surveys are expensive and can be extremely valuable for plan development, while a regional survey with community-specific questions can minimize these costs and enhance public involvement; and

WHEREAS, the Providers desire to cooperate to prepare a Roaring Fork Watershed Regional Water Conservation Plan that compliments and supports their individual water conservation planning; and

WHEREAS, the CWCB provides financial assistance for water conservation planning; and

WHEREAS, the CWCB's Water Efficiency Grant Program has significant application submittal requirements, including a detailed scope of work utilizing the CWCB's Municipal Water Efficiency Plan Guidance Document (July 2012); and

WHEREAS, water conservation plans must be prepared in accordance with the statutory requirements of C.R.S. § 37-60-126 and the technical requirements of the CWCB's Water Efficiency Grant Program Fund Grant Guidelines for Water Conservation Planning Projects (Nov. 20, 2008) and the CWCB's Municipal Water Efficiency Plan Guidance Document; and

WHEREAS, the CWCB's Water Efficiency Grant Program requires a 25 percent match.

UNDERSTANDINGS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. To cooperate in the preparation and submittal of an application to the CWCB for a Water Efficiency Planning Grant to prepare a Roaring Fork Watershed Regional Water Conservation Plan; and
2. To cooperate in the preparation and submittal of applications for other potential sources of funding that may be available to support the preparation of a Roaring Fork Watershed Regional Water Conservation Plan "Regional Plan"); and
3. To cooperate in identifying a single fiscal agent to act as the lead applicant and grant administrator for all; and

4. To cooperate in establishing a common planning horizon for the Regional Plan; and
5. To cooperate in the preparation of a request for proposals for a consultant(s) to work with the Parties to prepare the Regional Plan; and
6. To agree on the selection of a consultant(s) to work with the Parties to prepare the Regional Plan; and
7. In the event the Parties are awarded a Water Efficiency Planning Grant, to share the 25 percent local funding match required by the CWCB, in an amount not to exceed \$7,500 each; and
8. To cooperate in the preparation of the Regional Plan; and
9. To review and comment on the draft version(s) of the Regional Plan; and
10. To cooperate in an attempt to identify mutually acceptable implementation measures for inclusion in the Regional Plan.
11. In the event the Parties are awarded a Water Efficiency Planning Grant, preparation of a Roaring Fork Watershed Regional Water Conservation Plan will include the completion, or review and updating of plans for each of the Providers in accordance with the requirements of C.R.S. § 37-60-126.

The Parties further agree that this MOU:

1. Shall not be construed as evidence of any intent to abandon, in whole or in part, any of the Providers' respective water rights, which the undersigned Providers hereby state they have no intent to abandon; and
2. Is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity who is not a Party; and
3. Shall be governed under and controlled by the laws of the State of Colorado; and
4. Constitutes the entire agreement of the Parties concerning the subject matter and supersedes all prior representations, negotiations or other communications related thereto; and
5. May be amended only in writing, which writing must be signed by all Parties in order to be effective; and
6. Shall be binding upon and inure to the benefit of the Parties hereto.

Dispute Settlement

In the event of any difference(s) or dispute(s) arising out of the interpretation or application of the provisions of this MOU, CORE shall immediately facilitate a meeting of the Parties to consult in good faith to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation.

Termination

This MOU shall remain in effect until the first to occur of the following events:

- a) Twenty four (24) months following the Effective Date, or
- b) The execution by the parties of a subsequent agreement, or
- c) Agreement of all the Parties to terminate or otherwise withdraw from this MOU; or
- d) Upon 60 days written notice to the Parties, any Party may elect to withdraw from this MOU, which shall have the effect of termination of this MOU relative to the withdrawing Party's duties and obligations. This MOU shall remain in effect and survive any Party's individual withdrawal with respect to the duties and obligations of the remaining Parties.

Counterparts

This MOU may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same MOU.

Each Party hereto represents that its representative signing below is authorized to execute this MOU on its behalf.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the year and latest date written below.

CITY OF ASPEN,
a Municipal Corporation

By _____

Its _____

Date _____

ATTEST:

City Clerk

Approved as to form:

City Attorney

CITY OF GLENWOOD SPRINGS,
a Municipal Corporation

By_____

Its_____

Date_____

ATTEST:

City Clerk

Approved as to form:

City Attorney

TOWN OF BASALT,
a Municipal Corporation

By_____

Its_____

Date_____

ATTEST:

City Clerk

Approved as to form:

City Attorney

TOWN OF CARBONDALE,
a Municipal Corporation

By_____

Its_____

Date_____

ATTEST:

City Clerk

Approved as to form:

City Attorney

SNOWMASS WATER AND SANITATION DISTRICT,
a special district

By _____

Its _____

Date _____

ATTEST:

District Clerk

Approved as to form:

District Counsel

COMMUNITY OFFICE FOR RESOURCE EFFICIENCY,
a non-profit corporation

By _____

Its _____

Date _____

ATTEST:
