



STATE OF
COLORADO

Gagnon - DNR, Nikie <nikie.gagnon@state.co.us>

Derr Pit - Well Agreements for Off-Site Wells

1 message

JC York <jcyork@j-tconsulting.com>

Fri, Oct 3, 2025 at 12:28 PM

To: "Gagnon - DNR, Nikie" <nikie.gagnon@state.co.us>

Nikie –

The offsite well agreements have the following language I pulled from the Koehler agreement (but it is similar for all agreements) for the triggers for mitigation being a 2 foot drop over the historic average levels for the month in which the level was measured, there are differences in mitigation measures for some of the different owners because of the well being a domestic well versus an irrigation well:

iii. If the results of the monitoring data referenced in the preceding paragraph demonstrate that there has been greater than a two (2) foot drop in the groundwater levels over the historic average groundwater levels for the month in which the level was measured at the Koehler Wells in two consecutive months, which reduction is proximately caused by dewatering at the Derr Pit, including the Amendment Area, then BAI shall, within seven (7) days submit a mitigation plan to Koehler and DRMS. Such mitigation plan may include, but is not limited to the following mitigation efforts: (a) enhanced recharge operations around the Amendment Area or Derr Pit; (b) resetting of existing well pumps on the advice and recommendation of an agreed upon company with expertise in such fields; (c) rehabbing the existing well on the advice and recommendation of an agreed upon company with expertise in such fields; (d) provide domestic water through either the City of Greeley system or the North Weld County Water District system at BAI's sole cost; and (e) provide Colorado Big Thompson or other sufficient surface water supplies suitable for irrigation. The two (2) foot drop in static water table that is the trigger for the obligations of this paragraph shall be measured against the baseline data collected by BAI through its third party representative since 2019. Koehler acknowledges and agrees that this data is a reasonably accurate estimate of the current water level and that the actions taken pursuant to paragraph 3(A)(4)(i) of this Agreement will mitigate the historical lowering of the water table, if any, resulting from

dewatering at the Derr Pit. If there is a question as to whether dewatering at Derr Pit is the proximate cause of the reduction in groundwater levels that require the mitigation plan described in this paragraph, then BAI and Koehler agree to work together in good faith to resolve such question. If they are unable to resolve such question between themselves, they agree that the Colorado State Engineer Office (“SEO”) is the state agency with expertise in determining such matters and both BAI and Koehler shall seek the determination of whether the groundwater level declines in the monitoring wells are proximately caused by the dewatering activities at Derr Pit.

Let me know if you need anything else. We also don't expect to have any issues because a slurry wall is required to be installed prior to exposing groundwater in the north area of the Derr Pit, and the south area already has an approved liner that passed the DWR's leak test requirements. Any dewatering that would occur in the future would be within slurry wall liner limits which would not affect the wells on the outside of the slurry wall.

Regards,

J.C.

J.C. York, P.E.

J&T Consulting, Inc.

305 Denver Avenue, Suite D

Fort Lupton, CO 80621

Office: (303) 857-6222

Mobile: (970) 222-9530

FAX: (303) 857-6224

