

**MEMORANDUM OF UNDERSTANDING CONCERNING PILOT PROJECT FOR
WINTER DELIVERIES THROUGH BOULDER SUPPLY CANAL**

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2021, by and between the Town of Erie, a municipal corporation ("Erie"); and the Northern Colorado Water Conservancy District, a Water Conservancy District created pursuant to §37-45-101 et. seq. ("Northern Water"). Jointly they shall be referred to as the "Parties".

RECITALS

WHEREAS, Erie is the owner of Units in the Colorado-Big Thompson Project and the Windy Gap Project, and such Units are defined in the Allotment Contracts between Erie, Northern Water and the Municipal Subdistrict of Northern Colorado Water Conservancy District respectively; and

WHEREAS, Erie has the ability to take delivery of its Units via releases from Boulder Reservoir into the Boulder Creek Supply Canal, and then into the Erie Pipeline aka the Erie Turnout Below the 10' Flume ("Erie T.O. below 10' Flume"); and

WHEREAS, Erie has historically taken delivery of its Units annually during the period of April 1 – October 31; and

WHEREAS, the Parties are interested in a Pilot Project to evaluate the opportunity for Erie to take delivery of its Units during the additional period of November 1 to 30 and – March 1 to 31, in addition to the historical delivery period ("Pilot Project"); and

WHEREAS, the Parties desire to establish the terms on which Erie will take deliveries of its Units for purposes of the Pilot Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term of Pilot Project. The Pilot Project will commence on November 1, 2021, and will terminate on March 31, 2022, in order to attempt water deliveries in November 2021 and March 2022.
2. Pilot Project Deliveries. During the Pilot Project, Erie may request delivery of its Units by a continuous release of approximately 2.5 cfs plus transit losses from Boulder Reservoir into the Boulder Creek Supply Canal and carriage through said

canal to the Erie T.O. below 10' Flume. Erie will make any such request by ordering its Units to be delivered to the Erie T.O. below 10' Flume. Upon such request, Northern Water and the Subdistrict will confirm the timing and amount of such deliveries within a reasonable time so that Erie can take delivery of the water from the Boulder Creek Supply Canal into the Erie T.O. below 10' Flume. Such release will continue at the requested delivery rate to the extent reasonably possibly until such time as Erie requests a termination or suspension of such deliveries. Upon mutual agreement by the Parties, the requested delivery rate may be modified to analyze the efficacy of deliveries at various delivery rates. Any changes in delivery rate will only be made Monday through Friday, excluding holidays. Erie shall ensure that operations of the Erie T.O. below 10' Flume result in de minimis bypass to Boulder Creek.

3. Pilot Project Delivery Accounting: Since Erie will be the only water user taking deliveries from the canal during the Pilot Project, all losses will be the sole responsibility of Erie. Erie's accounts will be deducted by the amount of water released from Boulder Reservoir accordingly. The amount of water released from Boulder Reservoir for purposes of accounting will be made pursuant to paragraph 4 below.
4. Pilot Project Flow Measurements: To facilitate Pilot Project goals of determining transit losses, and to provide data for Pilot Project Delivery Accounting described in paragraph 3, Northern Water intends to establish a flow measurement point near the Boulder Reservoir outlet works and perform flow measurements to establish rating curves. Additionally, Erie shall provide Northern Water flow measurements from flowmeters on the Erie T.O. to assist with calibration of the 10' Flume if necessary. The location, development, and accuracy of flow measurements shall be at the sole discretion of Northern Water.
5. Interruptions in Service. The Parties acknowledge that weather, personnel, infrastructure limitations and other unknown factors may affect the ability to initiate, modify, or cease deliveries during the Pilot Project. Accordingly, Northern Water and the Subdistrict shall have sole discretion as to the duration and frequency of deliveries during the Pilot Project and the right to modify, terminate, or suspend such deliveries at any time, so long as notice is provided to Erie of such modification, termination, or suspension within a reasonable time.
6. Termination. The Parties shall each have the right to terminate the Pilot Project at any time upon notice. Erie's right to terminate the Pilot Project is subject to the Interruptions in Service described in paragraph 5 above.

7. No modification. Nothing herein modifies Erie's Allotment Contracts.
8. Compliance with Existing Policies. All water released will be administered by Northern Water and in compliance with all existing policies and rules now in place, except as specifically modified herein.
9. Reporting. Prior to January 31, 2022, Northern Water shall provide a preliminary report and schedule a meeting with Erie to discuss results of the November 2021 Pilot Project deliveries and any adjustments needed for March 2022 deliveries. Prior to May 31, 2022, Northern Water shall provide a final report documenting results of the Pilot Project.
10. Payment for Services. To assist with the costs of water running, flow measurement, administration and reporting described herein, Erie agrees to pay Northern Water \$15,000 prior to October 31, 2021. The payment shall be non-refundable, and no additional payment will be due between the Parties for services described herein unless mutually agreed to by the Parties. Northern Water will track costs for providing services described herein for purposes of potential future arrangements and provide this cost information to Erie as part of the agreed upon reporting.
11. Additional Provisions.
 - 11.1. Entire Agreement. This MOU constitutes the entire agreement between the Parties, and shall not be supplemented or modified unless executed in writing by the Parties.
 - 11.2. Counterparts. This MOU may be executed in counterparts, each of which will be considered to be an original, but all of which together constitute one and the same instruments.

TOWN OF ERIE

By _____
Jennifer Carroll, Mayor

ATTEST:

Town Attorney

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By _____
Bradley Wind, General Manager

ATTEST:

Attorney of the Northern Colorado
Water Conservancy District