

St. Vrain Water Authority
DLG I.D. No. 67144
Board of Directors Meeting
Agenda
March 11, 2024
4:00 PM at the Firestone Town Hall

- 1) **Roll Call**
- 2) **Consent Agenda**
 - a. Approval of February 12, 2024 Meeting Minutes
- 3) **Public Comment – Please limit comments to 3 minutes**
- 4) **Action Items**
 - a. Payment of Bills
 - b. Review and Acceptance of Financials
 - c. Resolution Approving Contract for Injection Well Temperature Logging Services
- 5) **Discussion Items**
 - a. Discussion of Firestone IT managing Authority MS 365 Account
 - b. Discussion of MS Audio Conferencing versus Zoom Video Conferencing
- 6) **Reports**
 - a. Ramey Environmental – Plant Operations
 - b. Engineering Activity
 - c. Water Treatment Plant Construction Update
- 7) **Next Meeting**
 - a. April 8, 2024 at the Firestone Town Hall starting at 4:00 PM
- 8) **Any Other of Business**
- 9) **Adjournment**

Agenda Item 2(a)

St. Vrain Water Authority
DLG I.D. No. 67144
Board of Directors Meeting Regular Meeting
Minutes
February 12, 2024
4:00 PM @ Firestone Town Hall

A regular meeting of the Board of Directors of the St. Vrain Water Authority convened on Monday February 12, 2024 at 4:00 P.M. in the Firestone Town Hall located at 9950 Park Avenue, Firestone, Colorado. Any director or consultant who was unable to physically attend the meeting could attend virtually.

The following Directors were in attendance, to wit:

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

Also, in attendance was Rusti Roberto (Town of Firestone) and Amber Kauffman (Little Thompson Water District).

Tim Flynn (Collins Cole Flynn Winn Ulmer), Wayne Ramey (Ramey Environmental), Brett Gracely (LRE Water), and Jessica Clanton (Town of Firestone) attended via Zoom.

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

Agenda Item 1:

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

Agenda Item 2:

Director Svaldi referred the Board to the meeting minutes for the January 8, 2024 Board meeting.

Motion to approve the minutes for January 8, 2024 was made by Director Pasillas, second by Director Svaldi.

Motion passed unanimously by voice vote.

Agenda Item 3:

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

Agenda Item 4a:

Director Lindsay directed the Board to the packet to the summary of current bills that were paid or are being processed for payment. Director Lindsay disclosed that the first bill on the summary was a reimbursement back to him as a snow shovel, electric heaters, and kerosene fuel for portable heaters that were needed for the Water Treatment Plant. Director Lindsay noted that he was recusing himself.

Director Lindsay explained to the board that most of the heaters went out at the plant and space heaters were needed to help keep things warm. He explained there were four invoices from Ramey Environmental for materials and overtime to the staff, as well as heaters and monthly operations.

Director Lindsay also explained that the Bill to the Town for accounting services is an annual cost, and the bill from St. Vrain Sanitation District is a quarterly charge.

Motion to approve the payment of bills was made by Director Pasillas, second by Director Conyac.

Roll-Call Vote

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

Motion was passed.

Agenda Item 4b:

Director Lindsay directed the Board to the financial statements in the packet. He explained that Jessica Clanton, the Authority’s Budget Officer was in attendance to help explain how to read the financial statements.

Jessica explained that the Profit and Loss statement shows a negative balance, but not to worry, it’s only a snapshot in time. She explained that the Authority has not had any revenue year to date but has spent money so that’s why the negative balance. Expenditures are covered by year end fund balance for 2023 that carried over to 2024.

She did clarify that the Authority does have money in the bank to cover expected expenses.

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

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
James Walker	X		
Don Conyac	X		

Julie Pasillas	X
Dave Lindsay	X
Julie Svaldi	X

Motion was passed.

Agenda Item 5a:

Director Lindsay directed the board to the packet to the Town of Firestone Working Reserve policy and the Capitalization and Depreciation policy. He explained that this was a conversation that was started last year during the budget preparation. Rather than starting a policy from scratch, he and Jessica Clanton explained that they wanted to show the policies the Town of Firestone has adopted and followed.

Because the Authority is an enterprise, there are no statutory requirements for reserves. Reserve policies for enterprises are at the entities discretion. Tabor requires non-enterprise entities to carry a minimum of 3% reserve. Her suggestion was that the Authority consider a reserve in the range of 3% to 10%.

Amber Kauffmann mentioned to the board that Capital Replacement funds are in the establishing agreement. The Board will need to establish definitions of Operating Reserves versus Capital Replacement reserves.

Director Lindsay recommended the board continues to review these policies and further discussion will be on a future agenda.

Agenda Item 6a:

Wayne Ramey with Ramey Environmental Compliance referred the Board to the monthly activity report in the packet. He explained that they are working through the heating issues at the plant. He explained that there are some SCADA communication issues in the system and a programmer is needed to fix these.

Director Conyac asked if Ramey could present 3 months of the WTP Summary in their table at the end of their report for comparison purposes. Wayne said they could do that.

Agenda Item 6b:

Director Lindsay reported that Plummer has continued to help on the side with issues as they come up. He reported that the plant is functioning well for debugging a brand-new facility.

Agenda Item 6c:

Director Lindsay reported that the remaining punch list items are now being facilitated to get its final certificate of occupancy as the Settlement Agreement with the project GC is now being executed. He reported that 30 of the 50 subs and suppliers are now paid.

Agenda Item 7:

Next Meeting will be March 11, 2024 at Firestone Town Hall, starting at 4:00 P.M.

Agenda Item 8:

Director Svaldi mentioned to the board that there have been some licensing issues and wanted the board's input on speaking with the Town of Firestone to have Eric Debolt, IT manager, handle this for the Authority. The Authority Board agreed. She will discuss this with the Town Manager.

Agenda Item 9:

Motion to adjourn made by Director Conyac, second by Director Svaldi at 5:14 P.M.

Motion passed unanimously by voice vote.

Agenda Item 4(a)
Approval of Bills

CURRENT LIST OF BILLS

Brenntag (process chemical)	\$944.42
Black Hills Energy (gas bill)	\$1,780.48
New IPT, Inc. (Injection Well consulting)	\$8,625.00
Collins Cole Flynn Winn Ulmer PC (legal services)	\$1,334.00
AWC (process chemicals)	\$5,091.00
24K Cleaning Services (office cleaning)	\$602.00
QuickBooks (accounting license)	\$645.00
Ramey (work on calcite contactors)	\$1,306.70
Ramey (plat operations, lab work)	\$12,212.03
Trane (service work on heating system)	\$4,508.57
CorKat (Managed IT Services)	\$1,438.50
Harcros (process chemicals)	\$1,228.00
Comcast (phone and internet)	\$922.99
PVS DX, Inc (chlorine bottle rental)	\$40.00
USA Blue Book (lab supplies)	\$9.98
USA Blue Book (lab supplies, drum pump)	\$420.52
Waste Connections (trash service)	\$84.30

Agenda Item 4(b)

Balance Sheet

St. Vrain Water Authority

Balance Sheet

As of March 5, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10.1010 - Checking	38,759.78
Total Bank Accounts	\$38,759.78
Accounts Receivable	
Accounts Receivable (A/R)	56,656.03
Total Accounts Receivable	\$56,656.03
Total Current Assets	\$95,415.81
TOTAL ASSETS	\$95,415.81
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	518.00
Total Accounts Payable	\$518.00
Total Current Liabilities	\$518.00
Total Liabilities	\$518.00
Equity	
Retained Earnings	31,510.35
Net Income	63,387.46
Total Equity	\$94,897.81
TOTAL LIABILITIES AND EQUITY	\$95,415.81

Budget to Actual

	2024 Adopted Budget	Year -To-Date Actual
<u>OPERATING REVENUES</u>		
Rate Revenue - Firestone	-	-
Rate Revenue - LTWD	-	-
Rate Revenue - Non-Member 1	-	-
Cash Contribution - Firestone	-	-
Cash Contribution - LTWD	-	-
Water Ops Base Charge - Firestone	513,822.50	86,331.52
Water Ops Base Charge - LTWD	102,764.50	17,266.30
Water Sales - Firestone	95,062.50	8,057.93
Water Sales - LTWD	-	-
<u>TOTAL OPERATING REVENUE</u>	\$ 711,649.50	\$ 111,655.75

OPERATING EXPENDITURES

Administration

Salaries and Benefits	-	-
Office Supplies	500.00	345.44
Dues and Fees	7,203.00	18.96
Contract Services	357,765.00	32,906.95
Rate Study	35,000.00	-
Permit and Licensing	35.00	-
Misc. Admin	1,000.00	-
Total Administration	\$ 401,503.00	\$ 33,271.35

Facilities

Insurance	35,885.00	-
Utilities	81,280.00	9,367.02
Grounds Maintenance	10,000.00	-
Building/Facility Maintenance	10,719.00	1,063.45
Misc. Facilities	1,000.00	-
Total Facilities	\$ 138,884.00	\$ 10,430.47

Operations and Maintenance

Chemicals	54,000.00	1,433.81
Utilities	26,454.00	3,132.66
Equipment Maintenance	2,000.00	-
Misc Tools/Lab Supplies	5,000.00	-
Misc O&M Expenses	1,000.00	-
Total Operations and Maintenance	\$ 88,454.00	\$ 4,566.47

Capital Equipment

Electric Pallet Jack	6,200.00	-
Security System	70,000.00	-
Misc. Capital Equipment	5,000.00	-
Total Capital Equipment	\$ 81,200.00	\$ -

<u>TOTAL OPERATING EXPENSES</u>	<u>\$ 710,041.00</u>	<u>\$ 48,268.29</u>
<u>OPERATING GAIN (LOSS)</u>	<u>\$ 1,608.50</u>	<u>\$ 63,387.46</u>
Fund Balance, Beginning of Year	<u>\$ 167,157.00</u>	<u>\$ 31,518.15</u>
Fund Balance, End of Year	<u>\$ 168,765.50</u>	<u>\$ 94,905.61</u>

Profit and Loss

St. Vrain Water Authority

Profit and Loss

January 1 - March 5, 2024

	TOTAL
Income	
Sales	111,655.75
Total Income	\$111,655.75
GROSS PROFIT	\$111,655.75
Expenses	
10.6010 - Office Supplies	345.44
10.6110 - Legal Fees	1,334.00
10.6115 - Contract Operations	31,572.95
10.6120 - Accounting Fees	0.00
10.6140 - Bank Charges & Fees	0.00
10.6300 - Dues and Fees	18.96
Facilities	
10.7100 Utilities - Facilities	9,367.02
10.7200 Building/Facility Maintenance	1,063.45
Total Facilities	10,430.47
Operations & Maintenance	
10.7110 Utilities - O & M	3,132.66
10.8100 Chemicals	1,433.81
Total Operations & Maintenance	4,566.47
Total Expenses	\$48,268.29
NET OPERATING INCOME	\$63,387.46
NET INCOME	\$63,387.46

Agenda Item 4(c)

RESOLUTION 2024-04

ST. VRAIN WATER AUTHORITY

BOULDER, LARIMER, AND WELD COUNTIES, COLORADO

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ST. VRAIN WATER AUTHORITY APPROVING AN AGREEMENT FOR SERVICES BETWEEN THE ST. VRAIN WATER AUTHORITY AND CORE-TECH WIRELINE SERVICES, LLC

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

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

WHEREAS, the Authority has requested and received a proposal from Excellence Logging US Inc., a Delaware corporation, doing business locally as Core-Tech Wireline Services, L.L.C. (“Core-Tech”) to perform a temperature, gamma ray log of the Firestone SWD #1 brine injection well for the Water Treatment Facilities, as said test is required by the US Environmental Protection Agency (“Project”); and

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

WHEREAS, the Authority’s Board, after reviewing Core-Tech’s proposal and the Agreement, desires to enter into the Agreement with Core-Tech for a temperature, gamma ray log of the Firestone SWD #1 brine injection well for the Water Treatment Facilities.

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

1. **Approval of Agreement**. The Agreement between the Authority and Core-Tech in substantially the form attached hereto as Exhibit 1 is hereby approved. The Authority’s President and Secretary, or if one or both of them are unavailable, any other

appropriate officer of the Authority is hereby authorized to execute the Agreement by and on behalf of the Authority.

PASSED, APPROVED AND ADOPTED this 11th day of March, 2024 by the Board of Directors of the St. Vrain Water Authority by a vote of _____ FOR and _____ AGAINST.

ST. VRAIN WATER AUTHORITY

By: _____
Julie Svaldi, President

Attest:

Dave Lindsay, Secretary

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR WELL LOGGING AND TESTING SERVICES (“Agreement”) is made and entered into this ___ day of _____, 20___, to be effective as of the ___ day of _____, 20___ (“Effective Date”), between the **ST. VRAIN WATER AUTHORITY**, a political subdivision of the State of Colorado (“Authority”), whose address is 9950 Park Avenue, Firestone, Colorado 80504 and **Excellence Logging US Inc.**, a Delaware corporation, doing business locally as **Core-Tech Wireline Services, LLC**, (“Contractor”), whose local address is 2881 South 31st Avenue, Suite 17, Greeley, CO 80631. Authority and Contractor may hereinafter singularly be referred to as a “Party” and collectively as the “Parties.”

RECITALS

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

WHEREAS, in furtherance of that purpose, the Authority operates the St Vrain Water Treatment Plant, a reverse osmosis water treatment plant with a deep injection well and related facilities (“Water Treatment Facilities”); and

WHEREAS, the Authority is in need of performing a temperature, gamma ray log of the Firestone SWD #1 brine injection well for the Water Treatment Facilities, as said test is required by the US Environmental Protection Agency (“Project”); and

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

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

WHEREAS, the Authority’s Board of Directors, after reviewing Contractor’s proposal dated February 21, 2024, and based upon the recommendation of its consultants, the Authority has decided to retain Contractor to perform the Project upon the terms and conditions set forth in this Agreement.

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

1. **Scope of Work**. Contractor shall perform the work, as more particularly described in **Exhibit A** (consisting of 3 pages) and incorporated herein by this reference

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

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

3. **Completion Date.** Contractor shall give this Agreement and the Services to be performed hereunder such priority as is necessary to cause the authorized Services to be timely and promptly performed in accordance with the time periods contemplated or expressly provided for in the Scope of Work and in future Work Orders. At any time during the term of this Agreement, Authority may request, and Contractor shall, within twenty (20) days of such request, submit for Authority's approval a written schedule for the completion of the work which comprises the Project. Unless delayed by acts or the failure to act of Authority or other causes beyond the control of Contractor, and without extending any deadline established elsewhere in this Agreement, all Services shall be completed to the Authority's reasonable satisfaction and all deliverables that are a part of the Project shall be delivered to the Authority no later than the dates agreed to by the Parties.

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

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

5. **Compensation.** Authority shall compensate Contractor in accordance with Contractor's proposal as set forth on **Exhibit B** (consisting of 1 page) as attached hereto and incorporated herein by this reference.

(a) Compensation for Services may be billed monthly to the Authority based on the percentage completed of the tasks identified in **Exhibit B** or at the job completion, at the election of the Contractor.

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

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

7. **Conflict of Interest.** Contractor agrees that it shall not accept any employment during the term of this Agreement that creates a potential conflict of interest or compromises the effectiveness of Contractor or otherwise interferes with the ability of Contractor to perform the Services required by this Agreement.

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

9. **Confidentiality of Information.** Except as required by law or as is necessary for the performance of the Services, Contractor shall retain in strictest confidence all information furnished by Authority and the results of any reports or studies

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

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

11. **Changes in Services.** The Authority shall have the right to order non-material additions, deletions, or changes in the Services at any time, so long as such changes are within the Scope of Work covered by this Agreement. Requests for material changes in the Services may be made by Authority's representative orally or in writing; provided, however, that oral requests shall be confirmed by a written request within ten (10) days after the oral request. If Authority directs Contractor to proceed with the material change, Contractor shall be paid for the change as agreed to by the Parties.

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

subcontractor or may request that a different subcontractor be retained. This Agreement may be terminated by Authority if subcontracted or assigned, either in whole or in part, by Contractor without the express written consent of Authority's representative.

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

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

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

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

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

(b) **Commercial General Liability Insurance.** Contractor and each subcontractor, if any, shall carry commercial general liability insurance, which shall include blanket contractual liability coverage. Such insurance shall be in an amount \$1,000,000 per occurrence for bodily injury and property damage.

(c) **Automobile Liability Insurance.** Contractor and each subcontractor, if any, shall carry automobile liability insurance to include owned, non-owned and hired vehicles used in the performance of Services under this Agreement. Such insurance shall be in the amounts \$1,000,000 per occurrence for bodily injury and property damage.

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

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

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

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

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

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

22. **Default.** Each and every term and condition of this Agreement shall be deemed to be a material element of this Agreement. In the event either Party shall fail or

refuse to perform according to the material terms of this Agreement, such Party may be declared in default by the other Party by a written notice.

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

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

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

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

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

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

If to Contractor:

Core-Tech Wireline Services, LLC
2881 South 31st Avenue, Suite 17
Greeley, CO 80631

With a copy to:

If to Authority:

Dave Lindsay, Secretary
St. Vrain Water Authority
PO Box 70
Firestone, Colorado 80520

And a copy to:

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

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

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

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

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

AUTHORITY:

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

By: _____

Julie Svaldi, President

This Agreement is accepted by:

CONTRACTOR:

Excellence Logging US, Inc., a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

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

EXHIBIT A

SCOPE OF WORK

(see attached 3 pages)

DRAFT

EXHIBIT A

Firestone SWD #1

Sec 31 T3N R67W Weld County, CO

Objective – Run temperature, gamma ray log to determine water injection path.

Procedure -

1. Discuss with well operator and EPA of log presentation and date/time of logging at wellsite.
2. Log to be recorded on a 1-5 degree per inch on 5 inches per 100' scale.
3. If digital logging equipment is used the highest digital sampling rate possible.
4. RU logging Company to run temperature, gamma ray logging tools. Use 5,000 psi equipment.
5. TIH with well injecting water at maximum allowed injection pressure. Log at 20-30 feet/minute.
6. Log to PBTD at 10,302' MD. Note attached WBD.
7. Shut down injection and begin recording traces with temperature and gamma ray logs.
8. 1st run after injection has stopped for 1 hr; run log from surface to PBTD. 20-30'/hr.
9. 2st run after injection has stopped at 10-12 hrs.; run log from surface to PBTD. 20-30'/hr.
10. 3rd run after injection has stopped at 22-24 hrs.; run log from surface to PBTD. 20-30'/hr.
11. 4rd run after injection has stopped at 45-48 hrs.; run log from surface to PBTD. 20-30'/hr.
12. RD logging Company.

Attached – EPA – Temperature Logging for Mechanical Integrity (1-12-1999)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VIII

999 18th STREET - SUITE 500
DENVER, COLORADO 80202-2466

TEMPERATURE LOGGING FOR MECHANICAL INTEGRITY

January 12, 1999

PURPOSE:

The purpose of this document is to provide a guideline for the acquisition of temperature surveys, a procedure that may be used to determine the internal mechanical integrity of tubing and casing in an injection well. A temperature survey may be used to verify confinement of injected fluids within the injection formation.

Test results must be documented with service company or other appropriate (acceptable) records and/or charts, and the test should be witnessed by an EPA inspector. Arrangements may be made by contacting the EPA Region 8 Underground Injection Control (UIC) offices using the EPA toll-free number 1-800-227-8917 (ask for extension 6137 or 6155).

LOGGING PROCEDURE

Run the temperature survey while going into the hole, with the temperature sensor located as close to the bottom of the tool as possible. The tool need not be centralized.

Record temperatures a 1-5°F per inch, on a 5 inches per 100 feet log scale.

Logging speed should be within 20 - 30 feet per minute.

Run the log from ground level to total depth (or plug-back depth) of the well. *W, 302' PBSD*

When using digital logging equipment, use the highest digital sampling rate as possible. Filtering should be kept to a minimum so that small scale results are obtained and preserved.

Record the first log trace while injecting at up to the maximum allowed injection pressure. Subsequent to the temperature survey, the maximum injection pressure will be limited to the pressure used during the survey.

LOG TRACES

Log the first log trace while the well is actively injecting, and record traces for gamma ray, temperature, and differential temperature. Shut-in (not injecting) temperature curves should be recorded at intervals depending on the length of time that the injection well has been active. Preferred time intervals are shown in the following table:

Active Injection	Record Curves at These Times (In Hours)				
1 month	1	3	6	12	
6 months	1	6	10-122	22-24	
1 year	1	10-12	22-24	45-48	
5 years	1	10-12	22-24	45-48	90-96
10 years or more	1	22-24	45-48	90-96	186-192

LIVE

SPD 6-24-2024

DEADLINE 4-30-2024



ORIGINAL WELLBORE DIAGRAM

Operator:	Firestone (Town of)
Well:	#1
Sec-Twp-Rng:	31-T3N-R67W
SHL:	0
Lat/Long:	40.17855, -104.93871
State & County:	Weld County, CO
API #:	0

Notes: Directions to Site -
25 North to Firestone
miles East to Colorado

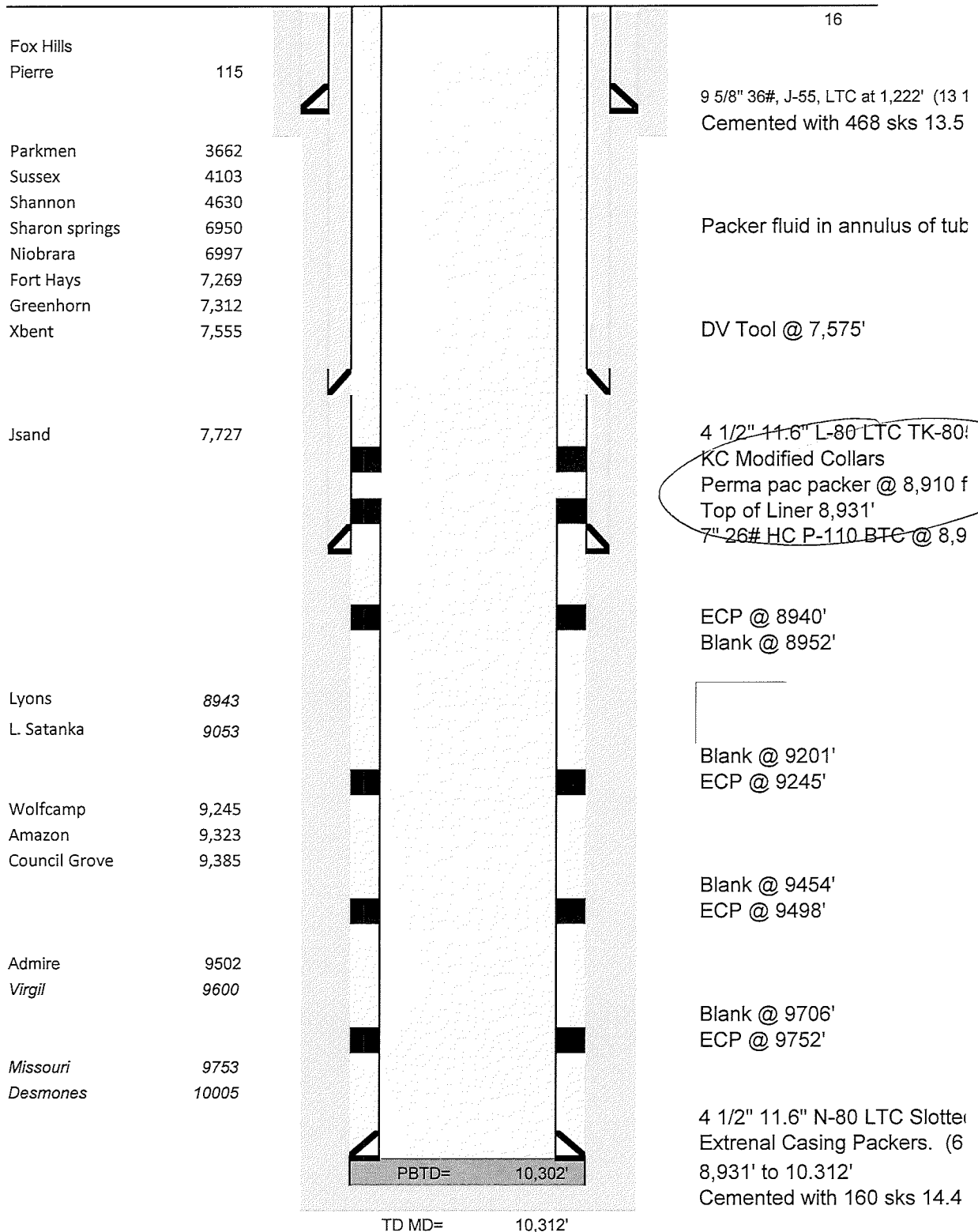
Spud date: 6/24/2021

Not to scale

G.L.= 4808

K.B.= 4824

16



9 5/8" 36#, J-55, LTC at 1,222' (13.1' cemented with 468 sks)

Packer fluid in annulus of tubing

DV Tool @ 7,575'

4 1/2" 11.6" L-80 LTC TK-80 KC Modified Collars
Perma pac packer @ 8,910 f
Top of Liner 8,931'
7" 26# HC P-110 BTC @ 8,900'

ECP @ 8940'
Blank @ 8952'

Blank @ 9201'
ECP @ 9245'

Blank @ 9454'
ECP @ 9498'

Blank @ 9706'
ECP @ 9752'

4 1/2" 11.6" N-80 LTC Slotter Extrenal Casing Packers. (6 8,931' to 10.312' cemented with 160 sks 14.4)

TD MD= 10,312'

EXHIBIT B

CONTRACTOR'S PROPOSAL

(see attached 1 page)

DRAFT

EXHIBIT B



Core-Tech Wireline Services

2881 S. 31st Ave

Suite 17

Greeley, CO 80631

970-460-0064 Office

970-460-9605 Fax

Description of Service	On Location	Unit Price	Per Day / Per Hour	Minimum Charge	Additional Hours	Minimum Totals
Service Rig (12 hour shifts)	4	\$2,058.00	Per Shift	\$2,058.00	\$165.00	\$8,232.00
Helper (12 Hour Shifts)	4	\$528.00	Per Shift	\$528.00	\$44.00	\$2,112.00
Gauge Ring	1	\$178.00	Per Job	\$178.00		\$178.00
Pump in Tee	1	\$297.00	Per Job	\$297.00		\$297.00
Pup Joint	1	\$148.00	Per Job	\$148.00		\$148.00
Time/Depth Recorder	2	\$1,158.00	Per Day	\$1,158.00	\$1,158.00	\$2,316.00
GTC Tool (Gamma, Temp, CCL)	1	\$6,830.00	Per Job	\$6,830.00		\$6,830.00
5CC Lithium Battery Pack	1	\$1,200.00	Per Job	\$1,200.00		\$1,200.00
Download and Process	4	\$297.00	Per Run	\$297.00	\$297.00	\$1,188.00
Fuel Surcharge	50	\$13.00	Per Hour	\$13.00	\$13.00	\$650.00
Safety, Redress, Certifications	1	\$38.00	Per Job	\$38.00		\$38.00
Subtotal						\$23,189.00
Discount %	0.00%					\$0.00
Total						\$23,189.00

Job is bid out with an estimated completion time of 50 hours. Labor and Helper will be adjusted accordingly to time of completion of project.

This Bid Will be honored for 30 days from presentation of Bid.

Any unexpected tools needed to complete assigned task will be approved through company representative and charged accordingly.

"This quotation / order acknowledgment shall constitute the entire agreement between the parties, which shall be exclusively governed by Excellence Logging - Standard Terms & Conditions for the sale of Goods & Services".

Company Name	<i>IPT Well Solutions</i>
Company Representative	Tom Rogers
Lease Name	Firestone SWD #1
Bid Completion Date	2/21/2024
Completion Date	TBD
Approval Signature	

Agenda Item 6(a)



St. Vrain Water Authority Monthly Activity Report February 2024

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

2/1/24: Completed daily operations. Attended calls with Wigen and Hyperion. Added shutdown alarms to RO and adjusted call out alarms for the rest of the plant.

2/2/24: Completed daily operations. Conducted quarterly sampling requirements.

2/5/24: Completed daily operations.

2/6/24: Completed daily operations. Completed Acid CIP for UF2. Requested an order for chemicals and USA Bluebook items.

2/7/24: Completed daily operations. IPT onsite working on deep well injection programming.

2/8/24: Completed daily operations.

2/9/24: Completed daily operations.

2/12/24: Completed daily operations.

2/13/24: Completed daily operations. Trane onsite troubleshooting the unit heaters throughout the process room.

2/14/24: Completed daily operations. REC ESD onsite repairing pH and conductivity probe. Conducted facility training with additional REC, Inc. personnel.

2/15/24: Completed daily operations. Completed chlorine maintenance wash on UF2.

2/16/23: Completed daily operations. Received SBS delivery.

2/19/24: Completed daily operations. Conducted facility training with additional REC, Inc. personnel.

2/20/24: Completed daily operations. Conducted facility training with additional REC, Inc. personnel.

2/21/24: Completed daily operations. Conducted facility training with additional REC, Inc. personnel.. Troubleshooting cause by high fluoride sample result. After troubleshooting the fluoride feed system, reviewing fluoride pumping records, and process control fluoride results there is no known cause for the elevated fluoride result. Split samples were collected and sent to multiple laboratories for further troubleshooting. Split samples results from both laboratories were < 1 mg/l and with-in the normal range of operation. At this time, it is suspected the original elevated fluoride result was a laboratory error.

2/22/24: Completed daily operations. Conducted facility training with additional REC, Inc. personnel.

2/23/24: Completed daily operations. IPT working on the deep well injection system. Orkin onsite for pest control services.

2/26/24: Completed daily operations. Conducted facility training with additional REC, Inc. personnel.

2/27/24: Completed daily operations. Exchanged sulfuric tote with a new tote.

2/28/24: Completed daily operations. Conducted facility training with additional REC, Inc. personnel.

2/29/24: Completed daily operations.

St. Vrain WTP Monthly Summary

Monthly Water Totals	February 2024
Raw (MG)	1.345
Filtrate (MG)	1.222
Finished (MG)	1.051
Concentrate (MG)	0.169
Finished Water Quality	
Average Entry Point Free Chlorine Residual (mg/L)	1.34
Average Entry Point pH (SU)	7.58
Average Entry Point Conductivity (μ S/m)	368
Average Entry Point Fluoride (mg/L)	0.72
Average Entry Point Alkalinity (mg/L)	178