

Town of Basalt, Colorado
Resolution No. 30
Series of 2013

**A RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO,
AUTHORIZING THE PARTICIPATION IN THE ROARING FORK WATAERSHED –
REGIONAL WATER CONSERVATION PLAN**

RECITALS

WHEREAS, the Town of Basalt along with the City of Aspen, the Snowmass Water and Sanitation District, The Town of Carbondale and the City of Glenwood Springs, find it mutually agreeable to enter into a Regional Water Conservation Planning effort, and

WHEREAS, the Community Office for Resource Efficiency (CORE) has agreed to act on behalf of the named entities, in obtaining grant funding for the conservation plan, and

WHEREAS, The Town of Basalt is willing to contribute up to \$7,500.00 to this regional planning effort, and

WHEREAS, recognizing that our rivers and watersheds are vital components of our communities, and our economy's, and

WHEREAS, the development of regional conservation plan is an important step in addressing the impacts that recent droughts have had on our rivers.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Basalt, Colorado, that:

The Town Council, hereby authorizes Town of Basalt Town Manager to, execute the final Memorandum of Understanding (MOU) which defines the obligations, rights, and expectations of the participating municipalities in the development of a Regional Water Conservation Plan.

INTRODUCED, READ AND ADOPTED by the Council of the Town of Basalt, Colorado on this 25th day of June, 2013. 7-0

TOWN COUNCIL OF BASALT, COLORADO

By: _____

Jacque Whitsitt, Mayor

ATTEST:

Pamela K. Schilling
Pamela K. Schilling, Town Clerk



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:
