

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT FOR THE JOINT SEWER
AUTHORITY**

THIS FIRST AMENDMENT is made to the Revised Intergovernmental Agreement for the Joint Authority entered into as of January 1, 2010, and is entered into as of the 14th day of December 2022 ("Effective Date"), by and among the **TOWN OF SILVERTHORNE, COLORADO** (hereinafter, "Silverthorne"), the **TOWN OF DILLON, COLORADO** (hereinafter, "Dillon"), the **DILLON VALLEY DISTRICT**, a quasi-municipal corporation of the State of Colorado (hereinafter, "Dillon Valley"), the **BUFFALO MOUNTAIN METROPOLITAN DISTRICT**, a quasi-municipal corporation of the State of Colorado (hereinafter, "Buffalo Mountain"), and the **MESA CORTINA WATER AND SANITATION DISTRICT**, a quasi-municipal corporation of the State of Colorado (hereinafter "Mesa Cortina"), all of whom are collectively referred to herein and in the Revised Intergovernmental Agreement for the Joint Authority as the "Participants."

RECITALS

WHEREAS, the Participants adopted the Revised Intergovernmental Agreement for the Joint Authority ("Revised JSA-IGA") on or about January 1, 2010 which, among other items, defined an Equivalent Residential Unit (EQR) as follows:

An EQR is the maximum daily average quantity and strength of wastewater from an average single family residence, together with an allowance for infiltration and inflow. The strength, or BOD₅ Loading (which has not changed as a result of new plumbing fixtures or other water conservation practices), remains at 0.6 pounds per day. Even though some of the system-wide I&I seems to have been corrected, the quantity, or wastewater flow, has been retained, for now, at 350 gallons per day, including a 100 gpd allowance for I&I, 20 gpd of which is the I&I allowance for the Joint Interceptor. For purposes of transmission capacity in the case of an Interceptor, an EQR is the capacity to transmit at the peak flow rate of 700 gpd. It is recognized that while the allowance for I&I, excluding the 20 gpd allowance for the Joint Interceptor, is being retained, for now, at 330 gallons per day (Maximum Daily Rate (defined in Section 6I, below), the Joint Authority may modify these quantities in the future based on subsequent analysis and that may be the subject of an amendment to this Agreement as for example, when the full effects of excess I&I in systems requiring ammonia removal can be determined; and

WHEREAS, given historic and projected growth rates, the Participants contracted with Tetra Tech, Inc. (“Tetra Tech”) to reevaluate the quantity and strength of wastewater currently assigned to an EQR based on wastewater data, including historical flows and loads from the Participants, to better assess the remaining capacity of the plant that treats their wastewater – the Blue River Wastewater Treatment Plant (BRWWTP); and

WHEREAS, in its analysis and report (“TT Report” attached hereto as **Exhibit I**), Tetra Tech explains that:

1. For the period of record analyzed (2014 – 2021), the maximum 30-day average wastewater inflow to the BRWWTP was less than 2.6 million gallons per day (MGD), and the maximum 30-day average BOD₅ Loading to the BRWWTP was less than 5,000 pounds per day (ppd), *see* TT Report, Figures 2-1 and 2-2; and such inflow and loading are comfortably below the rated hydraulic capacity of the BRWWTP (4.0 MGD) and the rated BOD₅ Loading capacity of the BRWWTP (10,000 ppd), *see* TT Report at 8-9;

2. The current BOD₅ Loading factor of 0.6 pounds per EQR is realistic and appropriate, but the current flow factor of 350 gallons per day (“gpd”) per EQR is conservatively high given the national and statewide downward trend of unit wastewater flow contributions, not including inflow and infiltration (“I/I”), as a result of water efficient plumbing fixtures, *see* TT Report at 9-10;

3. The flow allowance per EQR “could be conservatively reduced to 300 gpd/EQR” but the “BOD allowance should be retained at 0.6 ppd per EQR,” *see* TT Report at 14-15; and

4. A reduction in the flow allowance per EQR is further justified given the seasonal tourism character of the service area which, based on probability theory and actual influent flow and load data, indicate that not all EQRs are fully utilized, and not all of them are utilized at the same time, *see* TT Report at 10; and

WHEREAS, considering the findings in the TT Report, the Participants have decided to reduce the flow allowance per EQR by 10% – from 350 gpd to 315 gpd – which will increase the calculated capacity of the BRWWTP from 4.0 MGD / 350 gpd per EQR = 11,428 EQRs (which has historically been rounded to 11,400 EQRs) to 4.0 MGD / 315 gpd per EQR = 12,698 EQRs (which will be rounded down to 12,600 EQRs); and

WHEREAS, the loading to the BRWWTP at 12,600 EQRs is calculated to be 0.6 ppd per EQR x 12,600 EQRs = 7,560 ppd which is considerably less than the rated load capacity for the BRWWTP of 10,000 ppd; and

WHEREAS, the Participants find that a 10% reduction in the flow allowance per EQR is reasonable, technically justified, and in the best interests of the Joint Authority and the Participants; and

WHEREAS, the Participants, as governmental or quasi-governmental bodies, have the power and authority to enter into Intergovernmental Agreements, and amendments thereto, to undertake jointly functions which are lawfully authorized to each by the terms of Article XIV, Section 18(2) of the Colorado Constitution and C.R.S. §§ 29-1-201, *et seq.*, and C.R.S § 31-35-402(1)(h).

NOW, THEREFORE, for and in consideration of the above-recited premises, the mutual covenants herein contained and for other good and valuable

consideration, the receipt and sufficiency of which are acknowledged, the Participants hereto agree as follows:

1. The definition of an "EQR" in Section 1.E(5) of the Revised JSA-IGA is hereby deleted in its entirety and replaced with the following:

(5) Equivalent Residential Unit (EQR): An EQR is the maximum daily average quantity and strength of wastewater from an average single-family residence, together with an allowance for infiltration and inflow (I&I). The strength, or BOD₅ Loading is 0.6 pounds per day (ppd). The quantity, or wastewater flow, is 315 gallons per day (gpd), including a 90 gpd allowance for I&I, 18 gpd of which is the I&I allowance for the Joint Interceptor. For purposes of transmission capacity in the case of an Interceptor, an EQR is the capacity to transmit at the peak flow rate of 630 gpd. The Joint Authority may modify these quantities in the future based on subsequent analysis and that may be the subject of an amendment to this Agreement.

2. The definition of "Reserved Interceptor Capacity" in Section 1.E(12) of the Revised JSA-IGA is hereby deleted in its entirety and replaced with the following:

(12) Reserved Interceptor Capacity: The allocated share of the total design capacity in the Joint, East Bank or West Bank Interceptor to which a Participant has the right of use. For interceptors, the capacity to serve an Equivalent Residential Unit is expressed, for now, in terms of capacity to carry peak flow rates of 630 gpd. The Joint Authority may modify such quantities based on subsequent analysis.

3. Section 6.I. of the of the Revised JSA-IGA is hereby deleted in its entirety and replaced with the text provided in **Exhibit II** attached hereto and incorporated by this reference.

4. The increased number of EQRs resulting from the above recalculation of EQR reserved capacity (12,600 – 11,400 = 1,200) shall be allocated to the Participants on a pro rata basis such that, as of the Effective Date of this First Amendment noted above, the Constructed and Reserved EQR Capacity for the Participants shall be as shown on the revised Exhibits A and D to the Revised JSA-IGA attached hereto as **Exhibit III**.

5. Except to the extent expressly modified herein, the Revised JSA-IGA shall remain in full force and effect.

[Signature pages follow]

IN WITNESS WHEREOF, the Participants have executed this First Amendment as of the Effective Dated noted above.

[SEAL]

TOWN OF SILVERTHORNE

ATTEST:

By: [Signature]

Mayor



[Signature]

Date: 12/14/2022

Town Clerk

[SEAL]

TOWN OF DILLON

ATTEST:

By: _____

Mayor

Date: _____

Town Clerk

[SEAL]
METROPOLITAN

BUFFALO MOUNTAIN

DISTRICT

ATTEST:

By: _____

President

IN WITNESS WHEREOF, the Participants have executed this First Amendment as of the Effective Dated noted above.

[SEAL]

TOWN OF SILVERTHORNE

ATTEST:

By: _____

Mayor

Date: _____

Town Clerk

[SEAL]



DocuSigned by:

TOWN OF DILLON

ATTEST:

By: Carolyn Skowyna
A5699C080DFD487...

Mayor

DocuSigned by:

Adrienne Stuckey

B547C529A615476...

Date: 2/27/2023 | 10:26 AM PST

Town Clerk

[SEAL]

BUFFALO MOUNTAIN METROPOLITAN
DISTRICT

ATTEST:

By: *J. N. Newsham*
President

Cheryl Freeman
Secretary

Date: JANUARY 17, 2023

[SEAL]

DILLON VALLEY DISTRICT

ATTEST:

By: _____
President

Secretary

Date: _____

[SEAL]

BUFFALO MOUNTAIN METROPOLITAN
DISTRICT

ATTEST:

By: _____

President

Date: _____

Secretary

[SEAL]

DILLON VALLEY DISTRICT

ATTEST:

By:  _____

President

 _____

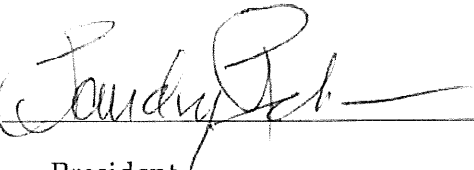
Date: 4/28/23

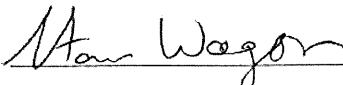
Secretary

[SEAL]

MESA CORTINA WATER AND
SANITATION DISTRICT

ATTEST:

By: 
President


Secretary

Date: 12/6/2022

Attachments:

- Exhibit I TetraTech Report
- Exhibit II Revised Section 6.I.
- Exhibit III Revised Exhibits A and D to the Revised JSA-IGA

Year	Plant Capacity,			Participant value,	
	MGD	Constructed EQRs	EQR Value, gpd	USA Reserve, gpd	gpd
2010	4	11400	350	20	330
2022	4	12600	315	18	297

2022 Proposed

Participant	Current EQRs	Constructed EQRs	% Share
Buffalo Mountain	2285	2525.5	20.04%
Dillon	2403	2656.0	21.08%
Dillon Valley	1183	1307.5	10.38%
Mesa Cortina	273	301.7	2.39%
Silverthorne	5256	5809.3	46.11%
Total EQR	11400	12600	100.00%

EXHIBIT II

Revised Section 6.I.

SECTION 6. OBLIGATIONS OF ALL PARTICIPANTS

I. Infiltration and Inflow. Each Participant agrees that I&I into each Participant's collection system must be limited in order to provide economical treatment and that the I&I into the collection system of each Participant shall be to standards prescribed by an engineer selected by the Lead Agency and Dillon and/or as prescribed by the Colorado Water Quality Control Commission.

(a) **Estimating I&I.** I&I will be estimated based on continuously metered flow measurements for each Participant, except Silverthorne. Silverthorne's I&I will be estimated, using basic data as follows:

- i. Influent flow measurements at the BRWWTP.
- ii. Minus flow measurements at member metering stations.
- iii. Minus an estimated allowance for I&I into the Joint Interceptor.

Measurements will be taken on a daily basis, with values published for:

- * the average daily rate for the maximum 3-consecutive day period (termed herein as a "Maximum Daily Rate"); and
- * the average flow by month.

It is recognized that the difficulty in determining Section 6.1.(a)(iii) above, together with inherent meter tolerances can result only in approximate values for Silverthorne. The Authority may estimate I&I into the Joint Interceptor with the aid of T.V. and special flow measuring techniques, as determined appropriate by the Authority Engineer.

(b) **Calculating Excess I&I.** Excess I&I is defined as that flow over and above allowable amounts as designated in this Agreement, and in accordance with the following formulas, where flows are all given in gallons per day:

For the BRWWTP, a Maximum Daily Rate Flow (as defined above) that is greater than:

297 gpd x Connected EQR [for all Participants except Silverthorne because their flow is measured prior to the Interceptors]

315 gpd x Connected EQR [for Silverthorne because Silverthorne's flow is estimated at the BRWWTP after the Interceptors]

shall be considered to be "**Excess Operating I&I (BRWWTP);**"

And a Maximum Daily Rate Flow (as defined above) that is greater than:

297 gpd x Constructed EQR [for all Participants except Silverthorne because their flow is measured prior to the Interceptors]

315 gpd x Constructed EQR [for Silverthorne because Silverthorne's flow is estimated at the BRWWTP after the Interceptors]

shall be considered to be "**Excess Capital I&I (BRWWTP).**"

For the Joint Authority Trunk Sewer System (*i.e.*, Interceptors), a Maximum Daily Rate Flow (as defined above) that is greater than:

630 gpd x Reserved Interceptor Capacity

shall be considered to be "**Excess Interceptor I&I.**"

(c) Excess I&I Compensation.

(i) Excess Operating I&I (BRWWTP). Costs of treatment of Excess Operating I&I (BRWWTP) result from the need to process the extra flow through the treatment facilities (including secondary biological and advanced processes). Additional treatment costs may also occur due to the low temperature of the I&I portion during cold weather periods (since biological ammonia removal is temperature dependent).

Any entity contributing Excess Operating I&I (BRWWTP) for treatment at the BRWWTP in any given billing period will pay, upon billing, all costs for treatment, maintenance, and management ("O&M Costs") caused by such excess flow, but not less than 50 cents (\$.50) per 1,000 gallons of such excess flow. This figure shall be adjusted annually by increasing it by the same percentage as any increase in the Denver Boulder Consumer Price Index CPI-U, All Urban Consumers, from the Index figure of 180.7 for January-June, 2001, or a comparable index. This compensates, at least partially, for the O&M Costs involved with secondary and advanced treatment. If it is necessary (for example) to heat incoming sewage to attain cold weather ammonia removal, and such costs are due to Excess Operating I&I (BRWWTP), then such costs shall be allocated to, and paid by, the Participant contributing the Excess Operating I&I (BRWWTP), in a rational manner. Any other treatment costs attributable to Excess Operating I&I (BRWWTP) shall be similarly allocated and paid. The Joint Authority shall, upon election by the Lead Agency or upon petition by any two participating entities, have prepared an engineering analysis as to the actual O&M Costs to handle Excess Operating I&I (BRWWTP) – in which case the initial charge of 50 cents (\$.50)/1,000 gallons shall be revised to the calculated amount. Such petitions for study may not be made more often than biannually.

(ii) Excess Capital I&I (BRWWTP). In addition to any Excess Operating I&I (BRWWTP) O&M Costs described in subsection (i) above, the Lead Agency shall compute and assess against the Participant with an Excess Capital I&I (BRWWTP) a "Lease Cost" for that Excess Capital I&I (BRWWTP). Since peak flows for each Participant may occur at different times, the Lease Cost shall be calculated on an annual basis and shall be based on the maximum Excess Capital I&I (BRWWTP) experienced during October of one year through September of the next year ("Operational Year"). The Lease Cost will be

based on the "Excess Capital I&I (BRWWTP) EQRs" which shall be calculated by dividing the maximum Excess Capital I&I (BRWWTP) experienced during the Operational Year by the quantity of flow allowed per EQR minus any flow allocation to Interceptor I&I. The Lease Cost shall equal 6.0% of the Exhibit B formula value of the BRWWTP times the Excess Capital I&I (BRWWTP) EQRs divided by the total number of EQRs of Constructed Capacity at the BRWWTP. A Lease Cost assessed shall be paid to the Lead Agency within thirty (30) days of assessment and the Lead Agency shall thereafter distribute such Lease Cost to the other Participants in proportion to each Participant's unused Constructed EQRs. If the Excess Capital I&I (BRWWTP) EQRs are greater than the total number of Unused Constructed EQRs at the BRWWTP ("Excess EQR Usage"), the Lease Cost associated with the Excess EQR Usage shall be placed in the Capital Replacement Reserve Fund, with associated value allocated to each Participant in proportion to each Participant's Constructed EQRs. An illustration of how the Lease Cost will be calculated and distributed is presented in Exhibit G.

(iii) Excess Interceptor I&I. If there is a spill or damage to property resulting from Excess Interceptor I&I, the cost of any clean up, fines, or damage repair will be allocated to Participants with such Excess Interceptor I&I in proportion to the total of such Excess Interceptor I&I.

(iv) In no event shall any Participant have Excess Capital I&I (BRWWTP) or Excess Interceptor I&I on a long-term basis. If any Participant experiences a short term Excess Capital I&I (BRWWTP) or Excess Interceptor I&I occurrence, then it shall, in addition to any other obligations stated above, promptly submit a plan and schedule for timely correction to the Lead Agency.

If a Participant that experiences an Excess Capital I&I (BRWWTP) or Excess Interceptor I&I occurrence does not promptly submit a plan and schedule for timely correction, or which submits such a plan and schedule, but does not adhere to it, the Authority, acting through the Lead Agency, is authorized and directed to take all steps necessary to correct the I&I problem. All expenses, direct and indirect, of the project to correct the problem shall be borne by the Participant with the Excess Capital I&I (BRWWTP) and/or Excess Interceptor I&I, payable upon billing by the Lead Agency. Such billing will be made periodically as the project progresses. If the Lead Agency is the Participant with Excess Capital I&I (BRWWTP), the Town of Dillon is the Participant authorized and directed to correct the problem and bill the Lead Agency for the expenses thereof. In addition, the offending entity may connect no new EQRs until Silverthorne, as Lead Agency (or Dillon, if Silverthorne is the offending entity), is satisfied with progress on the plan and schedule. The offending entity shall pay all cost for resolving or mitigating the resulting problem, the cost of any fines resulting from the Excess Capital I&I (BRWWTP) and/or Excess Interceptor I&I, and the cost of any legal or engineering defense resulting from such Excess Capital I&I (BRWWTP) and/or Excess Interceptor I&I.

BLUE RIVER SEWAGE TREATMENT PLANT

NOMINAL RESERVED CAPACITY (EQR UNITS)

Exhibit A, Page 1 of 3

TRANSACTION	DILLON		SILVERTHORNE		BUFFALO MOUNTAIN		DILLON VALLEY		CENTRON		MESA CORTINA		SUMMIT COUNTY		JOINT AUTHORITY		TOTAL NOMINAL CAPACITY	
	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
Original Joint Authority Agreement (7/6/81)	500	1500*	300	1500*	0	1500	500	1900	45	1200	0	0	0	0	155	3400	(include)	(others)
Buffalo Mtn. Agreement (10/1/71)																		
Dillon Valley Agreement (7/20/71)															1500	11,400		
DUC Agreement (7/20/71)																		
Cumulative Total																		
Addendum (2/28/73)	+87	+330	+68	+3470														
Contract 4, 1972	587	1830	368	4970	0	1500	500	1900	45	1200	0	0	0	0	1500	11,400		
Cumulative Total																		
First Expansion	116	0	212	0	270	0	154	0	88	0	0	0	0	0	+840			
Total 2340 EQR																		
Contract 4A	703	1830	580	4970	270	1500	654	1900	133	1200					2340	11,400		
Cumulative Total																		
Second Expansion	77	0	142	0	180	0	103	0	58	0	0	0	0	0	+560			
Total 2900 EQR																		
Contract 4B	780	1830	722	4970	450	1500	757	1900	191	1200	0	0	0	0	2900	11,400		
Cumulative Total																		
Addendum (1/26/76)	0	0	0	-226	0	+226	0	0	0	0	0	0	0	0				
Cumulative Total	780	1830	722	4744	450	1726	757	1900	191	1200	0	0	0	0	2900	11,400		
Plant Expansion	320	0	678	0	950	0	+543	0	+309	0	0	0	0	0	2800			
2.0 MGD = 5700 EQR																		
Contract 24	1100	1830	1400	4744	1400	1726	1300	1900	500	1200	0	0	0	0	5700	11,400		
Cumulative Total																		
Joint Authority - Country Agreement (6/13/80)	-13	0	-27	0	-38	-226	-22	0	-13	0	+113	+226	0	0	5700	11,400		
Cumulative Total	1087	1830	1373	4744	1362	1500	1278	1900	487	1200	113	226	0	0	5700	11,400		
Joint Authority Sale to County Sludge Plant	-6	0	-12	0	-17	0	-10	0	-5	0	0	0	50	50				
Cumulative Total	1081	1830	1361	4744	1345	1500	1268	1900	482	1200	113	226	50	50	5700	11,450		

(1) Constructed Capacity – EQR Units

(2) Reserved Capacity – EQR Units

BLUE RIVER SEWAGE TREATMENT PLANT
NOMINAL RESERVED CAPACITY (EQR UNITS)

TRANSACTION	DILLON		SILVERTHOR NE		BUFFALO MOUNTAIN		DILLON VALLEY		CENTRON		MESA CORTINA		SUMMIT COUNTY		JOINT AUTHORITY		TOTAL NOMINAL CAPACITY		
	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	
2.7 MGD Expansion Letter 9/12/79 Contract 27 Complete 10/1/80 Cumulative Total	+1000	+270	+1000	-270	0	0	0	0	0	0	0	0	0	0	0	0	0	+2000	
Silverthorne - Summit County Agreement (6/4/80)* Cumulative Total	0	0	-139	0*	0	0	0	0	0	0	0	0	0	0	0	0	0	7700	11,450
Silverthorne - Buffalo Mtn. Agreement (6/24/81) and Assignment 7/1/81 Cumulative Total	0	0	-200	-100	+200	+100	0	0	0	0	0	0	0	0	0	0	0	7700	11,450
Dillon Valley - Buffalo Mtn. Agreement (7/27/81) Cumulative Total	0	0	0	0	+300	-300	-30	-300	0	0	0	0	0	0	0	0	0	7700	11,450
Acquisition of County Sludge Plant - 1985 Cumulative Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7700	11,450
Sludge Dewatering Project Agreement (10/1/87) Cumulative Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-50	-50
Dillon Valley - Buffalo Mtn. Assignment (12/23/93) Cumulative Total	0	0	0	0	+55	+55	-55	-55	0	0	0	0	0	0	0	0	0	7650	11,400
Dillon Valley - Buffalo Mtn. Agreement (1/24/95) Cumulative Total	0	0	0	0	0	+336	0	-336	0	0	0	0	0	0	0	0	0	7650	11,400
Dillon Valley County Agreement (2/13/95) Cumulative Total	0	0	0	0	0	0	0	-26	0	0	0	+26	0	0	0	0	0	7650	11,400

Note: The Centron interests have been integrated into Silverthorne (acquired by Silverthorne). The Summit County interests have been omitted as the County sludge handling facility was acquired by the Joint Authority.

BLUE RIVER SEWAGE TREATMENT PLANT

NOMINAL RESERVED CAPACITY (EQR UNITS)

Exhibit A, Page 3 of 3

TRANSACTION	DILLON		SILVERTHORNE		BUFFALO MOUNTAIN		DILLON VALLEY		MESA CORTINA		TOTAL NOMINAL CAPACITY	
	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
Consolidation of Entities (Centron to Silverthorne)	2081	2100	2504	5574	1630	2291	1183	1183	252	252	7650	11,400
Contract 35 – 2002	2100	2100	4174	5574	2291	2291	1183	1183	252	252	10,000	11,400
Transfer Buffalo Mtn. to Mesa Cortina 05-15-08	2100	2100	4174	5574	2290	2290	1183	1183	253	253	10,000	11,400
Transfer Buffalo Mountain to Mesa Cortina 01-01-09	2100	2100	4174	5574	2285	2285	1183	1183	258	258	10,000	11,400
Transfer TOS to TOD (01/01/10)	2108	2108	4166	5566	2285	2285	1183	1183	258	258	10,000	11,400
Dillon-Silverthorne (01/01/2013)	2100	2100	4166	5574	2285	2285	1183	1183	258	258	10,000	11,400
Paper Expansion to 11,400 (01/01/2013)	2403	2403	5256	5256	2285	2285	1183	1183	273	273	11,400	11,400
Proposed EQR Redefinition 2022	2656	2656	5809.3	5809.3	2525.5	2525.5	1307.5	1307.5	301.7	301.7	12,600	12,600

**JOINT INTERCEPTOR
NOMINAL RESERVED CAPACITY (EQR UNITS)**

Exhibit D-1 Page 1 of 2

TRANSACTION	DILLON		SILVERTHORNE		BUFFALO MOUNTAIN		DILLON VALLEY		MESA CORTINA		TOTAL NOMINAL CAPACITY	
	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
Original Joint Authority Agreement (7/6/71)	1500	1500	1500	1500	1500	1500	1900	1900	0	0		
Buffalo Mtn. Agreement (10/1/71)	1500	1500	1500	1500	1500	1500	1900	1900	0	0	7000	7000
Cumulative Total	330	330	+3470	+3470	1500	1500	1900	1900	0	0		
Addendum (2/28/73)	1830	1830	4970	4970	1500	1900	1900	1900	0	0	10,800	10,200
Cumulative Total	0	0	-139	-139	0	0	0	0	139	139		
Silverthorne-Summit Co. (6/4/80)	1830	1830	4831	4831	1500	1500	1900	1900	139	139	10,800	10,200
Cumulative Total	0	0	-113	-113	0	0	0	0	+113	+113		
Joint Authority-Summit County Agreement (6/13/80)	1830	1830	4718	4718	1500	1500	1900	1900	252	252	10,800	10,200
Cumulative Total	0	0	-100	-100	+100	+100	0	0	0	0		
Silverthorne-Buffalo Mountain Agreement Dated (6/24/81)	1830	1830	4618	4618	1600	1600	1900	1900	252	252	10,800	10,200
Cumulative Total	0	0	0	0	+300	+300	-300	-300				
Dillon Valley-Buffalo Mountain Agreement Dated (7/27/81)	1830	1830	4618	4618	1900	1900	1600	1600	252	252	10,800	10,200
Cumulative Total	0	0	0	0	+55	+55	-55	-55	0	0		
Dillon Valley-Buffalo Mountain Agreement Dated (12/29/93)	1830	1830	4618	4618	1955	1955	1545	1545	252	252	10,800	10,200
Cumulative Total	0	0	0	0	+336	+336	-336	-336	0	0		
Dillon Valley-Buffalo Mountain Agreement Dated (4-18-96)	1830	1830	5218	4618	2291	2291	1209	1209	252	252	10,800	10,200
Cumulative Total	1830	1830	5218	4618	2285	2285	1209	1209	258	258	10,800	10,200
Transfers Buffalo Mountain - Mesa Cortina (05/15/08 – 01/01/2009)	1830	1830	5218	4618	2285	2285	1209	1209	258	258	10,800	10,200

**JOINT INTERCEPTOR
NOMINAL RESERVED CAPACITY (EQR UNITS)**

TRANSACTION	DILLON		SILVERTHORNE		BUFFALO MOUNTAIN		DILLON VALLEY		MESA CORTINA		TOTAL NOMINAL CAPACITY	
	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
Silverthorne-Dillon (01/01/2010)	1838	1838	5210	4610	2285	2285	1209	1209	258	258	10,800	10,200
Dillon Valley-Silverthorne (01/01/2013)	1838	1838	5236	4636	2285	2285	1183	1183	258	258	10,800	10,200
Silverthorne-Dillon (01/01/2013)	2403	2403	4671	4071	2285	2285	1183	1183	258	258	10,800	10,200
Silverthorne-Mesa Cortina	2403	2403	4656	4056	2285	2285	1183	1183	273	273	10,800	10,200
Proposed 2022 EQR Redefinition	2656	2656	5146.2	4483	2525.5	2525.5	1307.5	1307.5	301.7	301.7	11,937	11,274

- (1) Lower Joint Interceptor from MH 0-12 at the BRWWTP (Approximately 5,000 ft.)
- (2) Upper Joint Interceptor from junction of east and west bank interceptors (MH 0-20) to MH 0-12

Information Only:

Need for Balanced System as of 01-01-10 2108 2108 4966 4366 2285 2285 1183 1183 258 258

**WEST BANK INTERCEPTOR
NOMINAL RESERVED CAPACITY (EQR)**

Exhibit D-2 Page 1 of 2

TRANSACTION	BUFFALO MOUNTAIN		SILVERTHORNE		MESA CORTINA		TOTAL NOMINAL CAPACITY	
	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
Original Joint Authority Agreement (7/6/71) Buffalo Mountain Agreement (10/1/71) DUC Agreement (7/20/71) Cumulative Total	1500	1500	3300	3300			4800	4800
Addendum (2/28/73) Cumulative Total	1500	1500	+960	3300			5760	4800
Silverthorne-Summit County Agreement (6/4/80) Cumulative Total	+0	0	-139	-139	+139	+139	5760	4800
Joint Authority-Summit County Agreement (6/13/80) Cumulative Total	0	0	-113	-113	+113	+113	5760	4800
Silverthorne-Buffalo Mountain Agreement (6/24/81) Cumulative Total	+100	+100	-100	-100	0	0	5760	4800
Silverthorne-Buffalo Mountain Agreement (11/84) Cumulative Total	1600	1600	3908	2948	252	252	5860	4900
Silverthorne-Buffalo Mountain Agreement (12/27/93) Cumulative Total	+55	+55	-55	-55	0	0	5860	4900
Buffalo Mountain-Mesa Cortina (05/15/08 and 01/01/09) Silverthorne-Buffalo Mountain (01/01/2013)	1649	1649	3953	2993	258	258	5860	4900
	2285	2285	3317	2357	258	258	5860	4900

**WEST BANK INTERCEPTOR
NOMINAL RESERVED CAPACITY (EQR)**

Exhibit D-2 Page 2 of 2

TRANSACTION	BUFFALO MOUNTAIN		SILVERTHORNE		MESA CORTINA		TOTAL NOMINAL CAPACITY	
	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
Silverthorne-Mesa Cortina 15 (01/01/2013)	2285	2285	3302	2342	273	273	5860	4900
Proposed 2022 EQR Redefinition	2525.5	2525.5	3649.6	2588.5	301.7	301.7	6477	5416

(1) Joint Interceptor to South Edge Silverthorne
(2) West bank extension from south edge of Silverthorne to original BMMD line (Revised to extend to BMMD Meter Station in 1984)

Information Only:

Need for Balanced System as of 01-01-10 2285 2285 3317 2357 258 258

Exhibit D-3 Page 1 of 1 EAST BANK INTERCEPTOR NOMINAL RESERVED CAPACITY (EQR)

TRANSACTION	DILLON			SILVERTHORNE			DILLON VALLEY			TOTAL NOMINAL CAPACITY		
	(1)	(2)	(3)	(1)	(2)	(3)	(1)	(2)	(3)	(1)	(2)	(3)
Original Joint Authority Agreement (7/6/71) Dillon Valley Agreement (7/20/71)	1500	1500	1500	1500	1500	1500	1900	1900	1900	3900	3900	3900
Cumulative Total	1500	1500	1500	500	500	500	1900	1900	1900	3900	3900	3900
Addendum (2/28/73)	+330	+330	+330									
Cumulative Total	1830	1830	1830	500	500	0	1900	1900	1900	4230	4230	3730
East Bank Interceptor Report (5/11/81) (some qualifications)	+270	+270	+270	+441	+210	0	0	0	0			
Cumulative Total	2100	2100	2100	941	710	0	1900	1900	1900	4941	4710	4000
Silverthorne-Dillon (01/01/2010)	2108	2108	2100	933	702	0	1900	1900	1900	4941	4710	4000
Dillon-Silverthorne (01/01/2013)	2100	2100	2100	941	710	0	1900	1900	1900	4941	4710	4000
Dillon Valley-Dillon (01/01/2013)	2403	2403	2403	941	710	0	1597	1597	1597	4941	4710	4000
Dillon Valley Relinquishes 414 (01/01/2013)	2403	2403	2403	941	710	0	1183	1183	1183	4527	4296	3586
Proposed 2022 EQR Redefinition	2656	2656	2656	1040	784.7	0	1307.5	1307.5	1307.5	5004	4748	3963

(Need Documentation of Recent Revisions)

- (1) Lower segment from MH 0-20 to MH 0-30
- (2) Middle segment from MH 0-30 to MH 0-R4 (or to Dillon Pond Site)
- (3) Upper segment from MH 0-R4 to Meter Vault, includes vault

Information Only:
Need for Balanced System as of 01-01-10 2108 2108 2108 933(?) 702(?) 1209 1209 1209