

RESOLUTION NO.

13-02

TITLE: A RESOLUTION APPROVING THE APPLICATION TO NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR CANCELLATION OF TEMPORARY USE PERMITS TO THE SECTION 131 ANNUALLY RENEWABLE WATER CONTRACT WITH THE TOWN OF HUDSON

WHEREAS, the Board of Directors of the Northern Colorado Water Conservancy District approved a policy regarding the conversion of Temporary Use Permits. This policy no longer allows the renewal of the Temporary Use Permits.

WHEREAS, all current Temporary Use Permits must be converted to the permanent Section 131 Contract by March 1, 2013.

WHEREAS, the Section 131 Contracts is a continuously renewed 1-year contract.

WHEREAS, the Town of Hudson has 28 acre-foot units of Colorado-Big Thompson Project water contracted as a Temporary Use Permits which expire on March 1, 2013.

WHEREAS, the Board of Trustees finds that it is in the public interest for the Town of Hudson to convert the 28 acre-foot units of Colorado-Big Thompson Project to the Section 131 Annually Renewable Water Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

Section 1. The application to convert the Town of Hudson's 28 acre-foot units of Colorado-Big Thompson Project water from the Temporary Use Permits to the Section 131 Annually Renewable Water Contract is hereby approved.

INTRODUCED, READ and PASSED this 16th day of January, 2013.




Linnette Barker, Town Clerk

BOARD OF TRUSTEES,
TOWN OF HUDSON, COLORADO


Neal Pontius, Mayor

**APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR CANCELLATION OF TEMPORARY USE PERMITS**

The Town of Hudson hereby applies for the cancellation of the following Temporary Use Permits:

<u>Permits Dated</u>	<u>Acre-Feet</u>
May 11, 2012	17
September 14, 2012	<u>11</u>
Total Quantity to be Released	28

Dated at Hudson, Colorado this 16th day of JANUARY, 20 .



Kennette Baker
(SEAL)

TOWN OF HUDSON

By Joseph L. Reine

ORDER ON APPLICATION

Application having been made by the Town of Hudson for the cancellation of the above Temporary Use Permits, and Hearing having been held by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above Temporary Use Permits be canceled.

Dated the _____ day of _____, 20 .

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

ATTEST:

President

Secretary

APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR ANNUALLY RENEWABLE
PERPETUAL WATER CONTRACT FOR RIGHT TO USE
COLORADO-BIG THOMPSON PROJECT WATER
UNDER C.R.S. 37-45-131

Applicant, Town of Hudson, a Colorado municipal corporation acting in its governmental capacity or a water activity enterprise (circle capacity in which applicant is acting), hereby applies to Northern Water, a political subdivision of the State of Colorado, organized and existing by virtue of Title 37, Article 45, Colorado Revised Statutes, for a contract for the right to beneficially use Colorado-Big Thompson Project water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to beneficial use is 28 acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water provided for use under this contract by the Board of Directors of Northern Water shall be primarily for domestic, irrigation, or industrial use within or through facilities or upon lands owned or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the use of water (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten-thousandth ($1/310,000$) of the quantity of water annually declared by the Board of Directors of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually in advance for the amount of water herein provided for use under this contract by the Board of Directors of Northern Water at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each water year thereafter shall be made in advance by the Applicant on or before each October 1, 31 days prior to the start of the water year, at the rate per acre-foot

established by the Board for municipal water use in that water year. For the purpose of this water contract, the water year is defined to be from November 1 to October 31 of the following year.

If an annual payment as herein provided is not made by due date, written notice thereof, by certified mail, will be given by Northern Water to the Applicant at the following address: P.O. Box 351, Hudson, CO 80642.

Water deliveries shall be suspended as of November 1 of the new water year until payment of the delinquency is made. If payment is not made within ninety (90) days after the date of mailing of said written notice, Applicant shall have no further right, title, or interest under this contract; and the right of use of water as herein made, shall be disposed of at the discretion of the Board of Directors of Northern Water. Any proceeds from any sale of the right of use to another allottee shall be paid to Applicant over and above Northern Water's actual expense in terminating and disposing of the contract right of use.

5. This right of use shall be perpetual on an annually renewable basis. If the annual payment is made as provided in this application, the right of use shall be automatically renewed another water year without any further notice of Northern Water; if the annual payment is not timely made, as provided above, the right of use shall terminate.
6. Applicant agrees that the water allocation shall be beneficially used for the purposes and in the manner specified herein, and that this right of use is made for the exclusive benefit of the Applicant and shall not inure to the benefit of any successors or assigns of said Applicant without prior specific approval of the Board of Directors of Northern Water.
7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; the rules, regulations and policies of the Board of Directors of Northern Water as they now exist or as they exist in the future; and by the Repayment Contract of July 5, 1938, between Northern Water and the United States and all amendments thereof and supplements thereto.
8. Applicant agrees, as a condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through provision of services to the Applicant.

9. Acquisition of this annually renewable perpetual right of use water contract for the Colorado-Big Thompson Project water from Northern Water and the right to the beneficial use of water thereunder by the Applicant necessary; the continued acquisition and use of this water supply is essential for the well-being of the community and for the preservation of the public peace, health, and safety; and the adequate protection of the health of the inhabitants of the community.
10. The governing body of Applicant has duly approved this Application in accordance with all legally required procedures.

Signed this 16th day of JANUARY, A.D., 2013.



ATTEST:

Rinette Baker
(SEAL)

TOWN OF HUDSON

By *Joseph M. Paine*

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in this allocation of the right to use Colorado-Big Thompson Project water and after a Hearing by the Board, it is hereby ORDERED that the above application be granted and an allotment contract for 28 acre-feet of water is hereby made to the Town of Hudson, a Colorado municipal corporation, for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

By _____
President

I hereby certify that the above Order was entered by the Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A.D., 20_____.

ATTEST: _____
Secretary

Allottee Contract Detail

Allottee: TOWN OF HUDSON

Contact: Joe Racine

Position: Town Administrator

Address: PO Box 351
Hudson CO 80642-0351

Phone: (303) 536-9311

Contract Information								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
5140	75	0	Section 131	Fixed	Open	1	\$26.44	\$1,983.00
Document Number: 130745			Prev. IDs: 0					
Board Approved Date: 6/9/1995			Acc't Entity: CITY OF FORT LUPTON					
Effective Date: 6/9/1995			Lienholder(s):					
Trans Fee Coll. Date:								
Comments:								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
2506	46	0	Section 131	Variable	Open	1	\$26.44	\$1,216.24
Document Number: 130744			Prev. IDs: 0					
Board Approved Date: 2/13/2004			Acc't Entity: CITY OF FORT LUPTON					
Effective Date: 2/13/2004			Lienholder(s):					
Trans Fee Coll. Date:								
Comments:								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
5139	142	0	Section 131	Fixed	Open	1	\$26.44	\$3,754.48
Document Number: 141148			Prev. IDs: 0					
Board Approved Date: 2/13/2004			Acc't Entity: CITY OF FORT LUPTON					
Effective Date: 2/13/2004			Lienholder(s):					
Trans Fee Coll. Date:								
Comments:								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
3393	54	0	Section 131	Variable	Open	1	\$26.44	\$1,427.76
Document Number: 130743			Prev. IDs: 3144, 3278					
Board Approved Date: 3/14/2008			Acc't Entity: CITY OF FORT LUPTON					
Effective Date: 3/14/2008			Lienholder(s):					
Trans Fee Coll. Date:								
Comments: PREVIOUS ID # 3278								

Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
5709	317	0	Section 131	Variable	Open	1	\$26.44	\$8,381.48
Document Number: 137673			Prev. IDs: 5643, 5645					
Board Approved Date: 3/12/2010			Acc't Entity: CITY OF FORT LUPTON					
Effective Date: 3/12/2010			Lienholder(s):					
Trans Fee Coll. Date:								
Comments: PREVIOUS ID # 5645								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
6403	17	0	Temporary Use	Variable	Open	1	\$26.44	\$449.48
Document Number: 144904			Prev. IDs: 5381					
Board Approved Date: 5/11/2012			Acc't Entity: CITY OF FORT LUPTON					
Effective Date: 5/11/2012			Lienholder(s):					
Trans Fee Coll. Date: 5/3/2012								
Comments: Purchased from Steve S. Madrid.								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
6481	11	0	Temporary Use	Variable	Open	1	\$26.44	\$290.84
Document Number:			Prev. IDs: 6405					
Board Approved Date: 9/14/2012			Acc't Entity: CITY OF FORT LUPTON					
Effective Date: 9/14/2012			Lienholder(s):					
Trans Fee Coll. Date: 7/9/2012								
Comments: Purchased from: Amy Burgess								
							Open Rate Assessment Total:	\$17,503.28
				Total AFUs:	662	Assessment Grand Total:		\$17,503.28